

**DELEGATED APPROVAL FORM**  
**DIRECTOR, REAL ESTATE SERVICES**  
**MANAGER, REAL ESTATE SERVICES**

**TRACKING NO.: 2018-052**

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Jin Han	Division:	Real Estate Services
Date Prepared:	December 4 <sup>th</sup> , 2017	Phone No.:	(416) 338-1297

<b>Purpose</b>	To obtain authority to enter into a parking lot lease (the " <b>Lease</b> ") between the City of Toronto (the " <b>Landlord</b> ") and Canadian Turner Construction Company, LTD (the " <b>Tenant</b> ") for the rentable area of approximately 23,637.55 square feet of vacant lands at 3 Dohme Avenue, Toronto.
<b>Property</b>	3 Dohme Avenue, Toronto (the " <b>Property</b> ") shown on the location map attached as 'Appendix "B" – Site Location' or as Part 4 of 'Appendix "C" – Property Information Sheet'.
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into the Lease with the Tenant at the Property for a term of four (4) months on terms and conditions outlined in 'Appendix "A" – Major Terms and Conditions' attached hereto, and on such other or amended terms as may be satisfactory to the Director of Real Estate Services and in a form acceptable to the City Solicitor.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The total revenue to the City is approximately \$17,176.60 plus HST over the Term, commencing January 1, 2018 and expiring on April 30, 2018, based on the Basic Rent of \$2.18 per square foot of the rentable area of the Property, or at monthly rate of \$4,294.15.</p> <p>Upon the Tenant's exercising of the one-month option to extend, the total revenue to the City would be \$21,470.77 plus HST.</p> <p>The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>In 1999, the Property being a surplus Toronto Hydro property was transferred to the City in accordance with By-law 374-1999. At the time of transfer, the Property contained a one-storey brick building, which was converted into office space for Fire Prevention and Public Education operational, support and supervisory staff; two active hydro transformers; and a storm sewer extending southwesterly from the corner of Dohme Avenue and O'Connor Drive.</p> <p>In 2010, the hydro transformers were decommissioned. In 2015, Toronto Police Services released interest in the Property, which is now under the Toronto Fire Services' jurisdiction.</p> <p>As the Approving Authority has been delegated to the Manager level, written concurrence of Tim Park, Manager, Acquisitions &amp; Expropriations, was obtained.</p>
<b>Terms</b>	Please see 'Appendix A – Major Terms & Conditions'.

<b>Property Details</b>	<b>Ward:</b>	Ward 31 Beaches-East York
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	23,637.55 square feet (or 2,196 square meters)
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</p> <p>6. Limiting Distance Agreements:</p> <p>7. Disposals (including Leases of 21 years or more):</p> <p>8. Exchange of land in Green Space System &amp; Parks &amp; Open Space Areas of Official Plan: N/A</p> <p>9. Leases/Licences (City as Landlord/Licensor):</p> <p>10. Leases/Licences (City as Tenant/Licensee):</p> <p>11. Easements (City as Grantor):</p> <p>12. Easements (City as Grantee):</p> <p>13. Revisions to Council Decisions in Real Estate Matters:</p> <p>14. Miscellaneous:</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input type="checkbox"/> (b) Releases/Discharges</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments</p> <p><input type="checkbox"/> (d) Enforcements/Terminations</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds</p>

**B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Janet Davis				Councillor:										
Contact Name:	Jay Thiessen				Contact Name:										
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Proceed				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Financial Services				Division:	Financial Planning									
Contact Name:	Arnold Louie				Contact Name:	Patricia Libardo									
Comments:	Proceed				Comments:	Proceed									
Legal Division Contact															
Contact Name:	David Eveline														

DAF Tracking No.: 2018-052	Date	Signature
Recommended by: Manager, Acquisitions & Expropriations Tim Park	Feb/8/2018	Sgd.\Tim Park
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Feb/7/2018	Sgd.\Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore		X

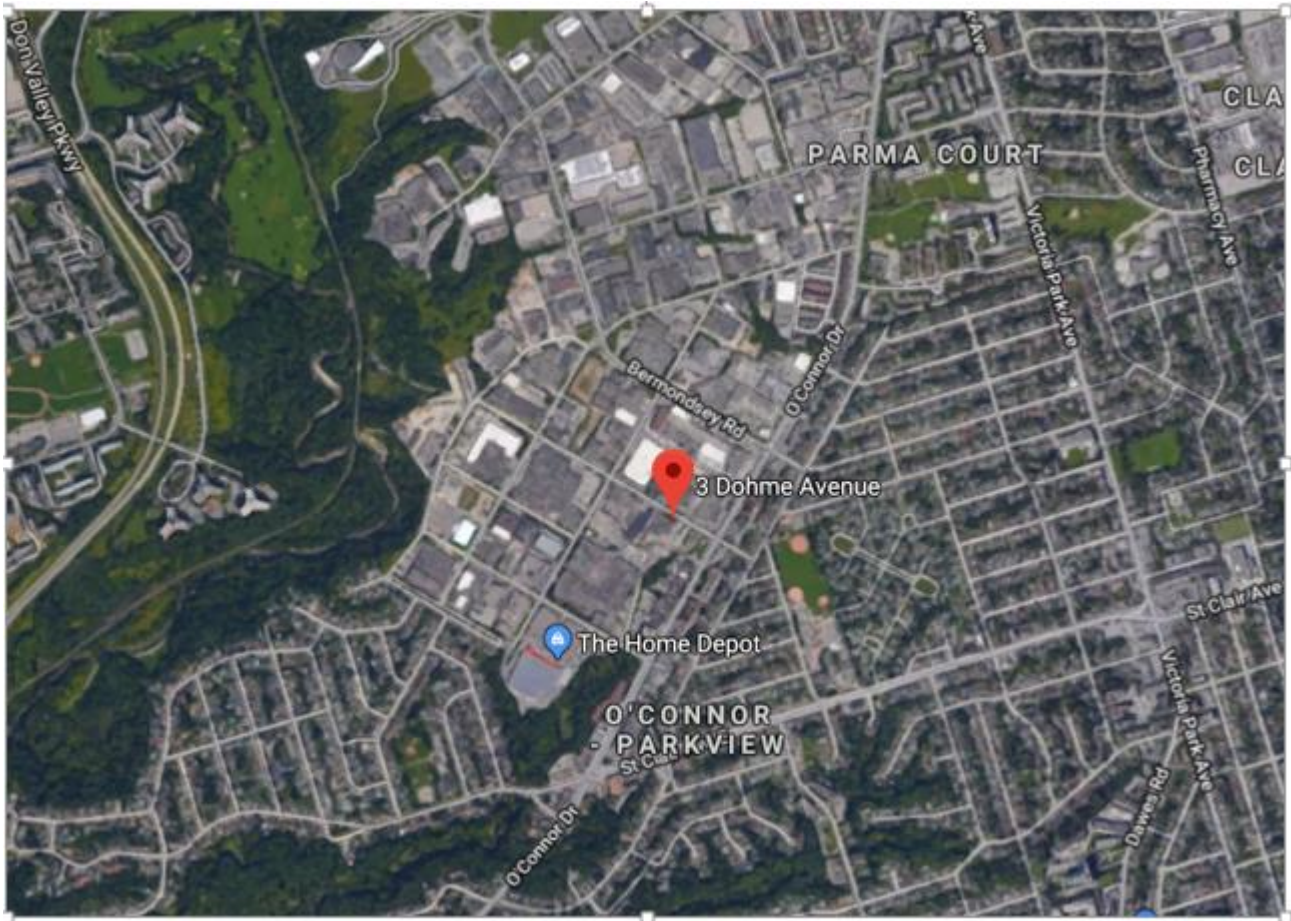
**General Conditions ("GC")**

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.

## Appendix "A" – Major Terms & Conditions

<b>Property</b>	Part 4 of 'Appendix "C" – Property Information Sheet', comprising approximately 23,637.52 square feet of vacant lands.
<b>Use</b>	Only for the purposes of parking of personal vehicles. Commercial vehicles will be strictly prohibited from parking at the Premises.
<b>Term</b>	Four (4) months, commencing on January 1, 2018 and expiring on April 30, 2018. Tenant shall have the right to extend the Term of the Lease for the whole of the Premises for a period of one month, extending the Term to May 31, 2018.
<b>Basic Rent</b>	The Tenant shall pay the basic rent of \$51,529.86 plus HST for a total of \$58,228.74 per annum, payable in equal monthly installments in advance of \$4,294.15 plus HST, calculated at the annual rate of \$2.18 per square foot. All Rent payable by the Tenant shall be made without set-off, deduction or abatement of any kind.
<b>Prepaid Rent and Security Deposit</b>	<p>Prior to taking possession of the Premises, the Tenant shall deliver a cheque in the amount of \$4,852.31 to be held without interest by the Landlord or to be held as a rental deposit and to be applied against payment of the first month's Basic Rent, Rental Taxes and estimated Additional Rent.</p> <p>Prior to taking possession of the Premises, the Tenant shall deliver a cheque payable in the amount of \$4,294.15 to be held without interest as a security deposit by the Landlord, to be held as security for the performance by the Tenant of all its covenants and obligations under this Agreement and the Lease.</p>
<b>Insurance</b>	Commercial General Liability insurance including owners' and contractors' protective, bodily injury, personal injury, tenant's legal liability, blanket contractual liability; provisions for cross liability and severability of interests with limits of not less than Five Million Dollars (\$5,000,000.00), per occurrence; the City is to be added as an additional insured; and the policy shall contain an endorsement requiring the insurers to notify the City in writing, by registered mail, at least thirty (30) days prior to cancellation or any material change that restricts or reduces the insurance provided to the landlord required under this clause.
<b>Additional Provisions</b>	<p>No excavation/footings/construction will be permitted within the Premises.</p> <p>The City and persons authorized by it, may enter into the Property and at all times and upon reasonable notice to the Tenant to examine the condition thereof and effect maintenance or repairs where necessary.</p>

## Appendix "B" – Site Location



### Appendix "C" – Property Information Sheet

