

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

TRACKING NO.: 2018-246

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.					
Prepared By:	Joe Corigliano / Bruno lozzo	Division:	Real Estate Services		
Date Prepared:	July 4, 2018	Phone No.:	(416) 392-1167 / (416) 392-8151		
Purpose	To obtain authority to enter into a licence agreement (the "Licence") with First Gulf Don Valley Limited (the "Licensor") for the use, shared and exclusive, of a portion of lands for vehicular and equipment access from Don Roadway to adjacent temporary construction easement and permanent easement lands where shaft and tunnel infrastructure will be constructed, being part of the Don River & Central Waterfront Wet Weather Flow System project (the "Project")				
Property	Portion of lands owned by the Licensor at 21 Don Roadway (also known as 21 Don Valley Parkway - the Unilever site) (the "Licensed Area") as depicted on Schedule "B" and located in the Lakeshore Boulevard East and Don Valley Parkway Area, the Studio District, as shown on Schedule "A"				
Actions	 Authority be granted for the City to enter into the Licence substantially on the terms and conditions set out in in Appendix "A" together with such other terms and conditions as may be satisfactory to the Deputy City Manager, Internal Corporate Services (the "DCM") and in a form acceptable to the City Solicitor; The Director of Real Estate Service shall administer and manage the Agreement, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the DCM may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and 				
	 The appropriate City officials be authorized and directed to take the necessary action to give effect thereto, including but not limited to the execution of the Licence. 				
Financial Impact There are no financial impact as consideration is nominal.					
	The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.				
Comments	The Project is a multi-stage endeavor being completed by Engineering and Construction Services on behalf Toronto Water. In the first stage, it consists of the Coxwell Bypass Tunnel, being a series of shafts and a 10 kilometer tunnel to capture, store and convey combined sewer overflows, bored at a depth of 50 meter below (on average). Once fully implemented, the Project will improve water quality, particularly in the Taylor Massey Creek, Lowe River and Inner Harbour areas, as well as provide redundancy and security of operation for the Coxwell Sani Trunk Sewer.				
	The Licence is required for additional access to the construction areas shaft site (LDS-3B) and the related portion of the tunnel. A portion of the Licensed Area will be for the exclusive use of the City's contractor and a portion shall be shared access with the Licensor. Appropriate security and fencing will be in place.				
Terms	Major Terms are set out in Appendix "A"				
Property Details	Ward:	30 – Toronto-Danfort	h l		
Property Details	Assessment Roll No.:	19 04 071 230 008 10			
	Assessment Roll No.: Approximate Size:	N/A	J		
		1732 m ² (18,643 ft ²)			
	Approximate Area: Other Information:				
	Other Information: N/A				

Α.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:			
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.			
2. Expropriations:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.			
3. Issuance of RFPs/REOIs:	Delegated to a more senior position.	Issuance of RFPs/REOIs.			
4. Permanent Highway Closures:	Delegated to a more senior position.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.			
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.			
6. Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.			
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.			
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.			
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/ renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.			
	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.			
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.			
10. Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.			
11. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.			
	Delegated to a more senior position.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.			
12. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.			
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).			
14. Miscellaneous:	Delegated to a more senior position.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences (b) Releases/Discharges (c) Surrenders/Abandonments (d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates (f) Objections/Waivers/Caution			
		(g) Notices of Lease and Sublease (h) Consent to regulatory applications by City, as owner			
		(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title			
		(j) Documentation relating to Land Titles applications			
		(k) Correcting/Quit Claim Transfer/Deeds			
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:	Paula Fletcher	Councillor:						
Contact Name:	Susan Serran – Executive Assistant	Contact Name:						
Contacted by:	Phone X E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other					
Comments:	No concerns (July 3, 2018)	Comments:						
Consultation with Divisions and/or Agencies								
Division:	Engineering and Construction Services	Division:	Financial Planning					
Contact Name:	Caroline Kaars Sijpesteijn	Contact Name:	Patricia Libardo					
Comments:	Consents to licence (June/28/2018)	Comments:	No issues (July 3, 2018)					
Legal Division Contact								
Contact Name:	Jennifer Davidson and Catherine Thomas (June/28/2018)							

DAF Tracking No.: 2018-246		Date	Signature
Concurred with by:	Manager, Real Estate Services Denise Gendron	July/4/2018	Sgd.\ Denise Gendron
Recommended by: X Approved by:	Manager, Real Estate Services Tim Park	July/5/2018	Sgd.\ Tim Park
Approved by:	Director, Real Estate Services David Jollimore		

General Conditions ("GC")

- 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.
- 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.
- Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- 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.
- Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., (g) but exclusive of any applicable taxes and registration costs.
- 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 50M² or less for transit shelter purposes.

 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 (i)
- Disposal authorities in A.7 are subject to the property having been declared surplus, and the disposal policy complied with.
- Land exchanges, except for those in A.8, may be authorized based on the delegated Approving Authority for disposals in A.7.
- 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.
- 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.
- 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 (n) (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in A.7.
- 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.
- 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. (p)
- 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.
- 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. (r) first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- 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.
- 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.
- 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.
- Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- Delegated signing authorities in B are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- 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
- 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.
- 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.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A"

Major Terms

Term: Five years, commencing August 1, 2018.

Consideration: Nominal \$1.00

Extension Rights: City has unfettered right to extend term for up to five periods of one year each upon one

month written notice

Use: The City is permitted to use the Shared Use Area (as shown on Schedule "B") only for the purpose of providing pedestrian and vehicular access from Don Roadway and may do any of the following in the Exclusive Use Area (as shown on Schedule "B"):

- a) excavate, grade and regrade, and clear buildings, structures, pavements, trees, landscaping, physical encumbrances, improvements and/or works of any kind as required for the staging and construction of the LDS-3B Shaft Site:
- b) store, marshal or assemble vehicles, cranes, supplies, machinery, equipment and materials;
- c) erect and maintain staging, hoarding and fencing; and
- d) provide ingress to and egress to the LDS-3B Shaft Site.

Restoration: Upon expiry or termination of the licence, City shall remove all vehicles, machinery, equipment, fencing, material, supplies, and debris and shall restore the Licensed Area as close as is practicable to its original condition immediately, at the City's sole cost and expense.

Release / Indemnity: The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising directly out of the carrying out of the work upon the Licensed Area by the City and its Representatives during the Term, except to the extent caused and/or contributed to by the Licensor's use of the Shared Use Area and/or the negligence or wilful misconduct of the Licensor. Upon removal and restoration, the City shall be fully released from any liability relating to the *Licence*.

Insurance obligations: None

Schedule "A" - Location of the Property







