

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

TRACKING NO.: 2018- 255

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:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	June 29, 2018	Phone No.:	(416) 397-7671

Purpose	To obtain authority to enter into a licence agreement between the City of Toronto (the "City") and the City of Toronto Economic Development Corporation c.o.b. as Toronto Port Lands Company (the "Licensee" or "TPLC") for the use of approximately 338 square meter area located at 586 Lake Shore Boulevard East, as shown on Schedule "A" hereto, commencing June 30, 2018 and expiring July 31, 2018 (the "Term") for staging purposes in order to finalize the refurbishment of rail bridge that crosses the Don River at the Gardiner Expressway (the "Licence").
Property	An approximately 338 square meter area of the City-owned property municipally known as 586 Lake Shore Boulevard East, Toronto, as shown on Schedule "A" hereto and specifically located between the building at 586 Lake Shore Boulevard East and the Don River on the north side of Lake Shore Boulevard, outlined in red on Schedule "B" attached hereto (the "Licensed Area").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Licence with the Licensor for the use of the Licensed Area for the duration of the Term, substantially on the terms and conditions set out in Appendix "A" together with such other terms and conditions as the Director, Real Estate Services may deem appropriate and in form acceptable to the City Solicitor. 2. The Director, Real Estate Services or his designate shall administer and manage the Licence including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director, Real Estate Services may, at any time, refer consideration of such matter to City Council for its determination and direction; and 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>Entering into the Licence agreement will generate \$850 (plus HST) in revenue to the City for the period commencing June 30, 2018 and expiring July 31, 2018, to be paid in full before the licence is executed by the City (the "Licence Fee").</p> <p>For the reasons set out below, it will be a condition of the Licence that the Licence Fee be returned to TPLC or otherwise redirected in the event Council so authorizes and directs at a later stage.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>Pursuant to an agreement dated June 20, 2017, TPLC has been using the Licensed Area since June 30, 2017 for staging purposes in connection with the refurbishment of the rail bridge that crosses the Don River at the Gardiner Expressway (the "Nominal Licence"). The Nominal Licence had a six (6) month term that expired December 15, 2017 and was extended by way of an extension agreement until April 15, 2018, and then extended further until June 29, 2018</p> <p>TPLC has requested to continue to use the Licensed Area for staging purposes until July 31, 2018 in order to finalize the refurbishment of rail bridge project. A new licence at fair market value is now required to facilitate this request as Council has not yet set out any special provisions for agreements with TPLC, which is a wholly owned City corporation with a close working relationship with the City.</p> <p>Toronto Waterfront Secretariat has reviewed TPLC's request and consulted with various City Divisions and Waterfront Toronto. As a result of the consultation, it was determined that entering into the Licence for the requested by TPLC period will not conflict with other City infrastructure projects.</p>
Terms	<p>Real Estate Services staff consider the terms and conditions of the Licence to be fair and reasonable.</p> <p>Major terms and conditions of the Licence are outlined in Appendix "A" attached hereto (page 4).</p>

Property Details	Ward:	Toronto Centre-Rosedale (28)
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	338 m2
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> 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.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> 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:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> 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.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<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.	<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.
12. Easements (City as Grantee):	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.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
14. Miscellaneous:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
	Delegated to a more senior position.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		<input type="checkbox"/> (b) Releases/Discharges
		<input type="checkbox"/> (c) Surrenders/Abandonments
		<input type="checkbox"/> (d) Enforcements/Terminations
		<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates
		<input type="checkbox"/> (f) Objections/Waivers/Caution
		<input type="checkbox"/> (g) Notices of Lease and Sublease
		<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner
		<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
		<input type="checkbox"/> (j) Documentation relating to Land Titles applications
		<input type="checkbox"/> (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:	Lucy Troisi				Councillor:				
Contact Name:	Tom Davidson				Contact Name:				
Contacted by:	Phone	X	E-Mail		Memo		Other		
Comments:	Consent				Comments:				
Consultation with Divisions and/or Agencies									
Division:	Waterfront Secretariat				Division:	Financial Planning			
Contact Name:	David Stonehouse				Contact Name:	Patricia Libardo			
Comments:	Consent				Comments:	Consent			
Legal Division Contact									
Contact Name:	Catherine Thomas								

DAF Tracking No.: 2018- 255	Date	Signature
Recommended by: Manager, Real Estate Services	July 9, 2018	Signed by Tim Park
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <input type="checkbox"/> Approved by: Alex Schuler	July 9, 2018	Signed by Alex Schuler
<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 50M² 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 and Conditions**Property:**

Vacant Land adjacent to 586 Lake Shore Boulevard East.

Licensee:

City of Toronto Economic Development Corporation c.o.b. as Toronto Port Lands Company.

Term:

Commencing June, 30 2018 and terminating on July 31, 2018.

Option to renew:

None.

License Fee:

\$850 (plus HST) for the term.

Additional Costs:

TPLC is responsible for operating costs, utility costs, the costs of repair and maintenance, and all taxes, rates, and assessments of whatsoever kind or description.

Area:

Approximately 338 square meters.

Use:

Construction staging area.

Insurance:

The Licensee shall obtain and maintain:

- Comprehensive General Liability, in the amount of not less than Five Million Dollars (\$5,000,000) per occurrence, with the City of Toronto as additional insured,
- Contractor's Pollution Liability with the minimal limit of One Million Dollars (\$1,000,000), and
- Standard Automobile Liability coverage with a limit of at least Two Million Dollars (\$2,000,000).

Indemnification:

The Licensee releases and shall at all times indemnify and save harmless the City from any and all losses, damage, and injury (including property damage, personal injury, bodily injury and death).

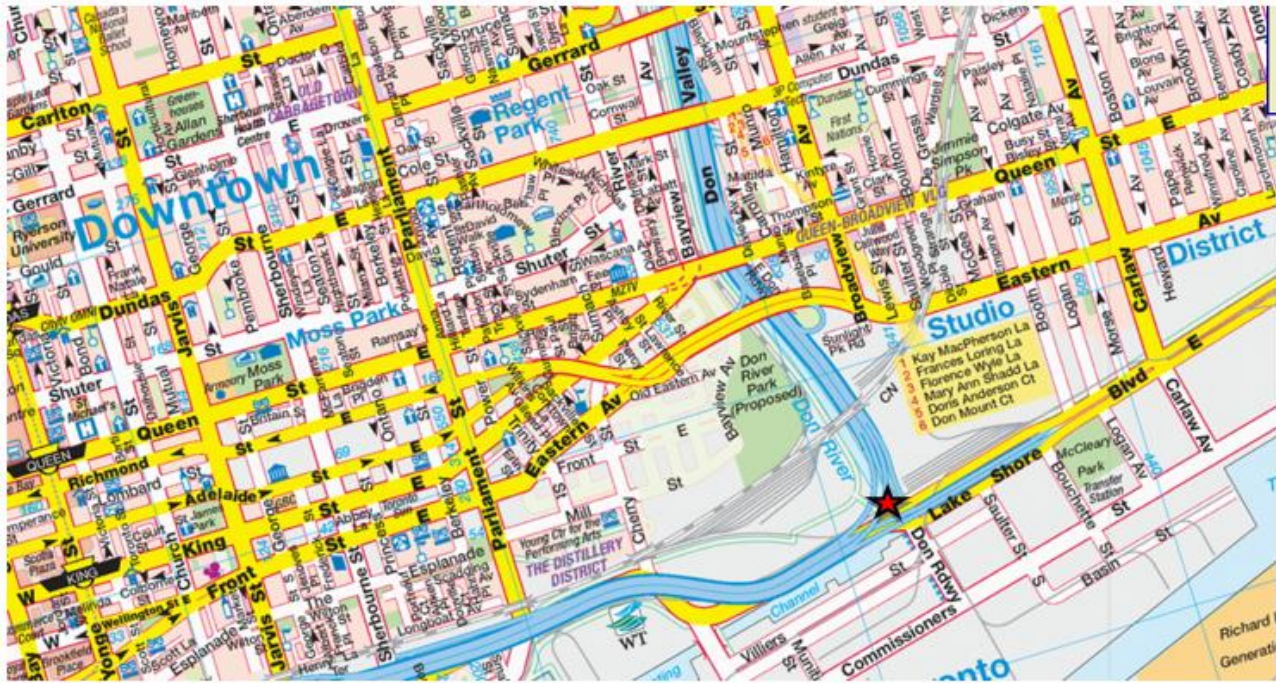
City's right to enter the premises:

Various City Divisions, and their contractors, may access the Licensed Area in order to conduct surveys, geotechnical, subsurface utility engineering, and/or other site investigation research with seventy two (72) hours written notice.

Restoration:

Upon the expiry or termination of the Licence, the Licensee shall restore the Licensed Area to as close as is practicable to its condition immediately prior to the Licensee's use at the Licensee's sole cost and expense, all to the satisfaction to the City acting reasonably.

Schedule "A" – Location of the Property



Schedule "B" – License Area

