

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

TRACKING NO.: 2018-298

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:	Bruno Iozzo	Division:	Real Estate Services
Date Prepared:	August 15, 2018	Phone No.:	(416) 392-8151

Purpose	To obtain authority to enter into a Construction Licence (the "Agreement") with Liberty Market Tower Inc., as general partner of and on behalf of Liberty Market Tower LP (the "Licensee") to complete private storm sewer and watermain service work to facilitate the construction of a new condominium development at 171 East Liberty Street.
Property	A portion of the City-owned driveway lands located adjacent to 171 East Liberty Street; being part of PIN 21299-0182 and PIN 21299-0257(LT), displayed on the maps attached hereto as Appendix "B", and as illustrated on the Licence Plan attached hereto as Appendix "C".
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Agreement between the City of Toronto and the Licensee, substantially on the terms and conditions set out in Appendix "A" together with such other or amended terms and conditions as may be satisfactory to the Deputy City Manager, Internal Corporate Services, or their designate and in a form acceptable to the City Solicitor. 2. The Deputy City Manager, Internal Corporate Services or their designate shall administer and manage the Agreements, including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Deputy City Manager, Internal Corporate Services or their designate may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction. 3. The City Solicitor is authorized to complete the transaction on behalf of the City, including payment of any necessary expenses and amending and waiving terms and conditions, on such terms as they consider reasonable. 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City will receive a one-time fee of \$7,338.00 plus HST for the Construction Licence.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The Licensee intends to construct a 28-storey mixed-use condominium development at 171 East Liberty Street. To service for the new development, the Licensee must remove, relocate and improve existing private storm water services within the City's driveway, and cap an existing watermain line that crosses the development site. After the construction work is complete, the Licensee must enter into a permanent easement agreement with the City to secure long term access to the private infrastructure within the City-owned driveways. Engineering and Construction Services has reviewed the terms of the agreement and has conferred with the Licensee in respect of this storm sewer and water main work, and had no concerns with the proposal.</p> <p>City staff reviewed the details of the request and reached an agreement with the Licensee to provide the appropriate property rights in exchange for the consideration stipulated in the Financial Impact section.</p> <p>City Staff deem the terms of the Agreement to be fair and reasonable to both parties, based on the market value of the City's property and the terms of the Agreement.</p>
Terms	See "Appendix A – Major Terms & Conditions" on page 4

Property Details	Ward:	19 – Trinity-Spadina
	Assessment Roll No.:	19 04 041 130 006 52
	Approximate Size:	N/A
	Approximate Area:	128.1 m ² (Licence Area "A") & 42 m ² (Licence Area "B")
	Other Information:	N/A

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/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
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):	<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.
	<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.
	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):	<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.
11. Easements (City as Grantor):	<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.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	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:	Mike Layton					Councillor:									
Contact Name:	Stephanie Nakitsas – Executive Assistant					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No questions (July 27, 2018)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Toronto Police Service					Division:	Financial Planning								
Contact Name:	James Lester					Contact Name:	Patricia Libardo								
Comments:	Licence is acceptable (August 7, 2018)					Comments:	No concerns (August 15, 2018)								
Legal Division Contact															
Contact Name:	Vanessa Bacher (August 14, 2018)														

DAF Tracking No.: 2018-298	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	Aug. 16, 2018	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	Aug. 16, 2018	Signed by Tim Park
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore		

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.
- (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 & Conditions

Construction Licence

Licensors:

City of Toronto.

Licensee:

Liberty Market Tower Inc. (as general partner of and on behalf of Liberty Market Tower LP)

Licensed Area:

128.1 m² (Licence Area "A") & 42 m² (Licence Area "B") on the City-owned driveway lands shown on the Licence Plan in Appendix "C"

Licence Fee:

\$7,338.00 plus HST

Commencement Date:

Commencing upon seven-days written notice provided by the Licensee to the City, following the execution of the Agreement by the City

Term:

30 days (Licence Area "A") and 15 days (Licence Area "B")

Insurance:

The Licensee shall obtain and maintain, throughout the term of the Licence, commercial general liability insurance against claims for bodily injuring (including death) and property damage in an amount not less than \$5,000,000.00 per occurrence. Such insurance shall name the City of Toronto as additional insured.

Restoration:

The Licensee shall immediately (at its sole cost and expense) restore the licenced area to a condition as close as is practicable to its condition prior to occupation by the Licensee

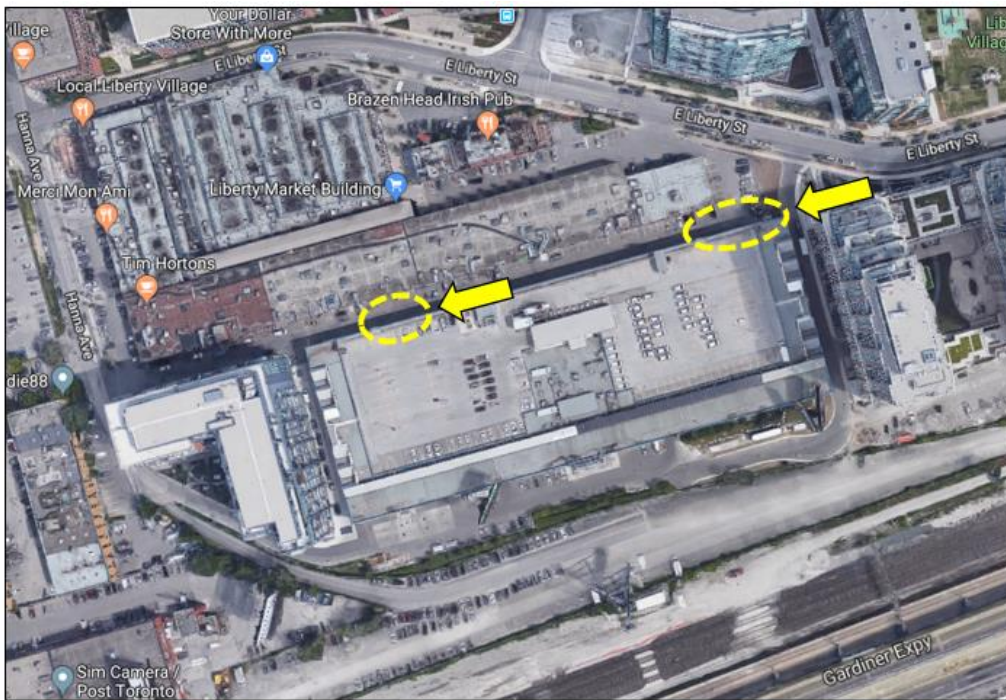
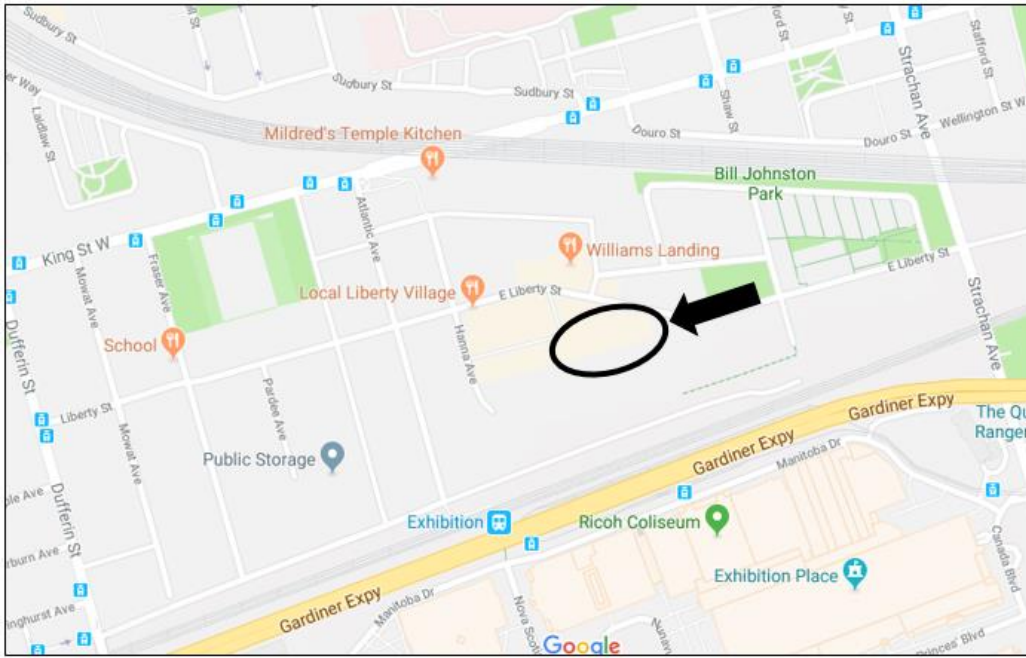
General Indemnity and Release:

The Licensee shall fully indemnify and save harmless the City from and against any and all claims whatsoever imposed on the City in respect of any loss, damage or injury arising as a result of the Licensee's occupancy or use of the Licensed Area.

Future easement:

This agreement permits the installation of private storm water facilities in City lands that are not "public highway." The Licensee must enter into a future permanent easement agreement with the City, to be registered on title, to legalize the encumbrances and to permit the future maintenance and repair of the private facilities.

Appendix "B" – Location Map



Appendix "C" – Licence Plan

