

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

TRACKING NO.: 2018-167

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:	September 6, 2018	Phone No.:	416-397-7704

Purpose	To obtain authority to enter into a licence amending agreement (the "Amending Agreement") with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Government and Consumer Services (the "Licensor") for use of the Property, as defined below, for the purpose of continuing to operating a respite shelter center until December 31, 2018 (the "Term").
Property	A 30,367 square feet portion (the "Licensed Area") of the property known municipally as 354 George Street, Toronto, legally described PIN 21100-0056 (LT), LT 5 E/S JARVIS ST, 6 E/S JARVIS ST, 7 E/S JARVIS ST PL 10A TORONTO; LT 5-9 PL 12E TORONTO; LANE PL 12E TORONTO; PT LT 8 E/S JARVIS ST PL 10A TORONTO; PT PCL B PL D278 TORONTO; PT BLK D PL 341E TORONTO PT 1 - 5 RD176; CITY OF TORONTO, as shown on the Location Map in Schedule "C", (the "Property").
Actions	<ol style="list-style-type: none"> The City enter into the Amending Agreement with the Licensor substantially on the terms and conditions outlined in Appendix "A", and on such other amended terms and conditions as deemed appropriate by the Deputy City Manager, Internal Corporate Services (the "DCM") or designate, and in a form satisfactory to the City Solicitor. The DCM administer and manage the Amending Agreement, including the provision of any consent, non-disclosure agreements, approvals, waivers, notices and notices of termination provided that the DCM may, at any time, refer consideration of such matter to City Council for its determination and direction. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City will pay a licence fee in the amount of \$43,483.33, plus HST in equal monthly installments of \$5,435.42, plus HST.</p> <p>The City will also be responsible for completing certain capital repairs and managing the operating systems costs, throughout the Term listed as the responsibility of the City of Toronto in Schedule "A" attached hereto. Funding for operational and capital repairs are available in the 2018 Council Approved Operating Budget for Shelter, Support & Housing Administration under cost center FH5350.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The property was formerly the York Detention Centre and had been identified by the City as a potential candidate for long term lease or acquisition in connection with the George Street Revitalization Project. As part of its due diligence, the City obtained permission to enter the Property to complete environmental testing. This limited-use licence, which was authorized by DAF 2017-184, expired March 30, 2018. Near the end of limited-use licence, the City entered into a separate licence with the Licensor to establish a shelter respite center for a three month period commencing January 29, 2018 and ending April 30, 2018 as authorized by DAF 2018-047 (the "Original Respite Licence"). In order to continue the services at this location, Shelter Support & Housing, has directed Real Estate Service to negotiate an extension and certain amendments to the Original Respite Licence, including a new expiry date of December 31, 2018.</p> <p>Real Estate Services considers the terms and conditions of the Amending Agreement to be fair and reasonable.</p>
Terms	The Original Respite Licence remains in force except where amended by the Amending Agreement as set out in Appendix "A"

Property Details	Ward:	27 – Toronto Centre-Rosedale
	Assessment Roll No.:	
	Approximate Size:	30,367 sq ft +/- (2,821.19 m ² +/-)
	Approximate Area:	
	Other Information:	

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 & Parks & 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>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input 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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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 & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to a more senior position.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" 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:					Kristyn Wong-Tam				
Contact Name:					Edward LaRusic				
Contacted by:		Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	
Comments:					Approved				
Consultation with Divisions and/or Agencies									
Division:					Shelter, Support and Housing Administration				
Contact Name:					Irene Gryniewski				
Comments:					Approved				
Division:					Financial Planning				
Contact Name:					Patricia Libardo				
Comments:					Approved				
Legal Division Contact									
Contact Name:					Catherine Thomas and Jennifer Davidson				

DAF Tracking No.: 2018-167	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	Sept. 6, 2018	Signed by Tim Park
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Sept. 18, 2018	Signed by 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.

Appendix "A"**Amended Terms and Conditions**

- Licensor:** Her Majesty the Queen in Right of Ontario as represented by the Ministry of Government and Consumer Services
- Term:** January 29, 2018 to December 31, 2018. No option to extend.
- Termination:** Either party shall have the right to terminate the licence upon thirty (30) days prior written notice.
- Licence Fee:** The Licensee covenants to pay to the Licensor as a licence fee, annually during the Term, the sum of \$43,483.33 + HST, in equal monthly instalments of \$5,435.42 + HST.
- Maintenance:** The Licensee shall not have a right to use or access the basement of the Building without prior written consent of the Licensor, such consent shall not be unreasonably withheld or delayed. Any such request shall be delivered to the Licensor at least 24 hours prior to the requested access.
- During the term the Licensee shall be responsible for completing the capital repairs and managing the systems listed as responsibility of the City of Toronto in Schedule "A" attached hereto and the Licensor shall be responsible for completing the capital repairs and managing the system listed as the responsibility of IO in Schedule "A" attached hereto.
- The Licensee shall use the best commercial efforts to prevent the accumulation of garbage and debris on the areas identified in green on the figure attached hereto as Schedule "B" and shall remove same in a timely manner.

Schedule "A"

Responsibility for Maintenance

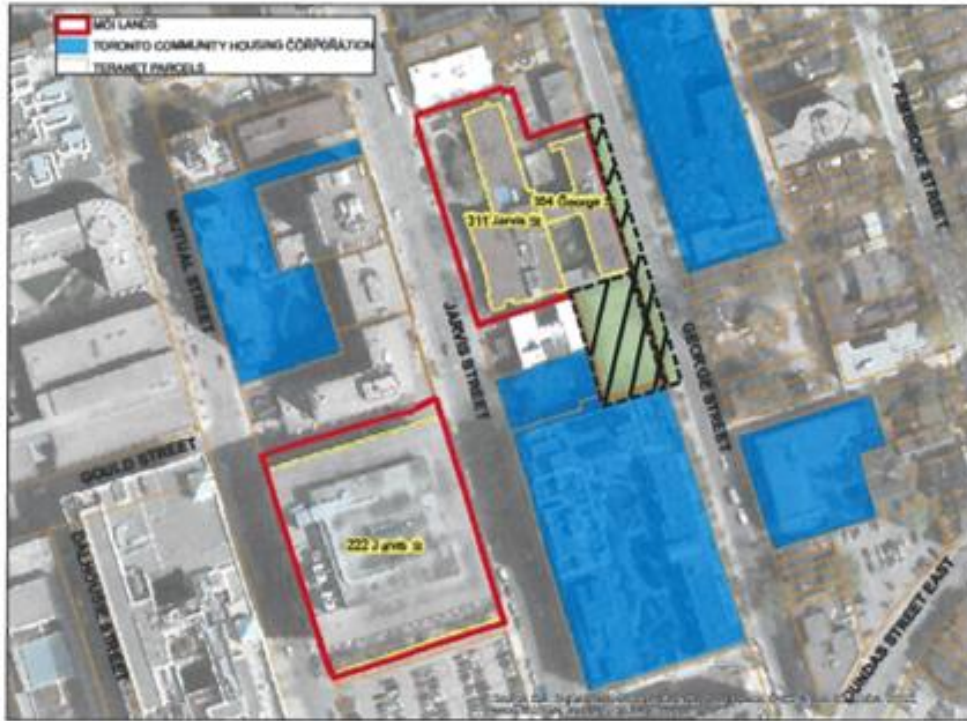
Building System	Responsibility (capital repair and operation)		Comment
	ID	City Of Toronto	
Foundations/Structural components	None	Full	
Roofs	None	Full	
Main Doors/Windows	None	Full	
Interior Finishes Common Areas	None	Full	
Interior Finishes Office Area (ministry space)	None	Full	
Exterior Cladding/Finishes	None	Full	
Furniture, Furnishings and Drapes (in common areas only)	None	Full	
Floor coverings & finishes	None	Full	
Ceiling Finishes	None	Full	
Building Identification Signs, Internal Directories, room numbering, etc. (common area signage)	None	Full	
Property, Directional or Identification Signs not attached to buildings and flagpoles.	None	Full	
Environmental Controls, Instrumentation & Building Automation Systems	Partial	Partial	ID to manage and maintain BAS systems related to hot water supply of perimeter radiator system.
Heating Systems Perimeter	Partial	Partial	ID to manage and maintain boilers supplying perimeter heating system. City to manage all perimeter heating systems and components
Heating Systems Rooftop Unit	None	Full	
Air Conditioning	None	Full	
Humidification System	None	Full	
Chemical treatment of closed loop mechanical systems	Full	None	
Ventilating/ Exhaust Systems	None	Full	
Domestic Water Purification or Filtration Systems	Partial	Partial	ID to supply tempered water to DnW tank. City to manage and maintain DnW tank and distribution system
Domestic Water Distribution Systems	None	Full	
Plumbing Systems (including back flow prevention)	None	Full	
Backflow Preventers	None	Full	On chilled water system if used
Plumbing Fixtures (specialized)	None	Full	
Domestic Water – bleed off systems	None	Full	
Pumps and Pits	None	Full	
Air compressors and air dryers	None	Full	
High Tension Distribution and Substation Systems	Full	None	ID has the responsibility to manage and maintain high voltage electrical systems supplying electrical panels at 354 George
Low Tension Distribution Systems (less than 600volts)	None	Full	The City has the responsibility to manage and maintain low voltage electrical systems/panels supplying electrical loads at 354 George
Main substation systems	Full	None	
Outdoor Lighting Systems	Partial	Partial	ID to manage control of system out of 311 Jarvis


Indoor Lighting	None	Full	
Electrical Generating Plants (Generators/ not used for Life Safety)	Full	None	
Elevating Devices	n/a	n/a	
Specialized Exhaust System	None	Full	
Security Doors and Windows	None	Full	
Specialized Security Systems	None	Full	
Video Security Systems	None	Full	
Grease / Sand traps	None	Full	
Water Well Monitoring & Testing	n/a	n/a	
Sewage Treatment			
Disposal/Septic Systems	n/a	n/a	
Domestic Water Treatment Plant	n/a	n/a	
Dust extractor and suppression system	n/a	n/a	
Kitchen Suppression System	n/a	n/a	
Walk in Freezers/ Fridges	n/a	n/a	
Dock levelers	n/a	n/a	
Compactors	n/a	n/a	
Pumping out of Lagoons	n/a	n/a	
Electrical Generating Plants – Stand-by Generator	Full	None	
Fire Alarms	Full	None	IC to manage and maintain fire and life safety systems supplying services from 354 George
Fire Plan	None	Full	
Fire Protection Systems –Sprinklers, Hydrants, Standpipes and fixed fire extinguishing systems	None	Full	
Fuel Storage Tanks	Full	None	
Dunes Alarms	None	Full	
Emergency and Exit Lighting	None	Full	
Snow Plowing / Ice Control	None	Full	
Snow Removal	None	Full	
Roads, Walks, and Parking Lots & Curbs	None	Full	
Exterior Landscaping Features	None	Full	
Perimeter Fencing (Property line Fencing not program)	None	Full	
Security Fencing, Gates & Controls	None	Full	
Storm Water Drainage Systems	Full	None	
Irrigation Systems	None	Full	
Catch Basins / Man holes/ Oil Interceptors	Full	None	
Surface Water Drainage (Ditches, Culverts, storm water retention ponds, etc.)	None	Full	
Docks and Wharfs	n/a	n/a	
Sewage distribution piping	None	Full	
Secured Program Area (e.g.-enclosed compound areas)	None	Full	
Infrastructure for cabling / fibre optic conduits	None	Full	
Roads and grounds	None	Full	
Interior Plants, Plantings and Arrangements	None	Full	
Exterior Landscaping	None	Full	
Horticultural and Greenhouse Products	n/a	n/a	
Airborne Abatement & Monitoring	None	Full	

Indoor Air Quality Monitoring	None	Full	
Mould Management	None	Full	
PCB Storage & Disposal	None	Full	
Chemical Handling (CFC's Halon, Mercurys, etc.)	None	Full	
Hazardous Waste Removal (e.g. biological, chemical)	None	Full	
Interior Janitorial Cleaning	None	Full	
High Level Cleaning (above 10 feet)	None	Full	
Waste and Garbage Removal	None	Full	
Waste Recycling	None	Full	
Window Cleaning Interior/ exterior	None	Full	
Building Security	None	Full	
Parking Control	None	Full	
Pest Control	None	Full	
Utilities Payment: Electricity	None	Full	
Utilities Payment: Gas	None	Full	
Utilities Payment: Water/Sewage	None	Full	
Utilities Payment: Other	None	Full	
Shipping, Receiving and Manpower Assistance	None	Full	
Mail Room Services	n/a	n/a	
Duplicating Services	n/a	n/a	
Telephone Switchboard	None	Full	
Cafeteria Food and Beverage Service Facilities, including refrigerators/freezers (Inmate and Staff)	None	Full	
Moving	None	Full	
Reception	None	Full	
Shredding	None	Full	
Security Systems (e.g. card access)	None	Full	
Burglar and Intrusion Alarm Systems	None	Full	
Electrically Operated Locking Systems	None	Full	
Specialized Door Hardware	None	Full	
TV Systems	None	Full	
Lab Equipment & Furnishings (e.g. fume hoods)	n/a	n/a	
Computer Room Equipment (e.g. climate control, UPS)	None	Full	
Signal and Communicating Systems	None	Full	
Bilingual/Wayfinding/Program Signage	None	Full	
Fuel Storage Tanks - Dispensing (Above & Below Grade)	Full	none	
Farm Related Equipment	n/a	n/a	
Other Program Related Equipment, systems or services	None	Full	
Data and Communication Infrastructure	None	Full	
Solar Equipment	n/a	n/a	
UPS	n/a	n/a	
Data Center / IT Cooling & Humidification Systems	None	Full	
Data Center / IT Fire Suppression (Clean Agent / Halon Gas)	None	Full	

Schedule "B"
Parking Lot and Front of Building

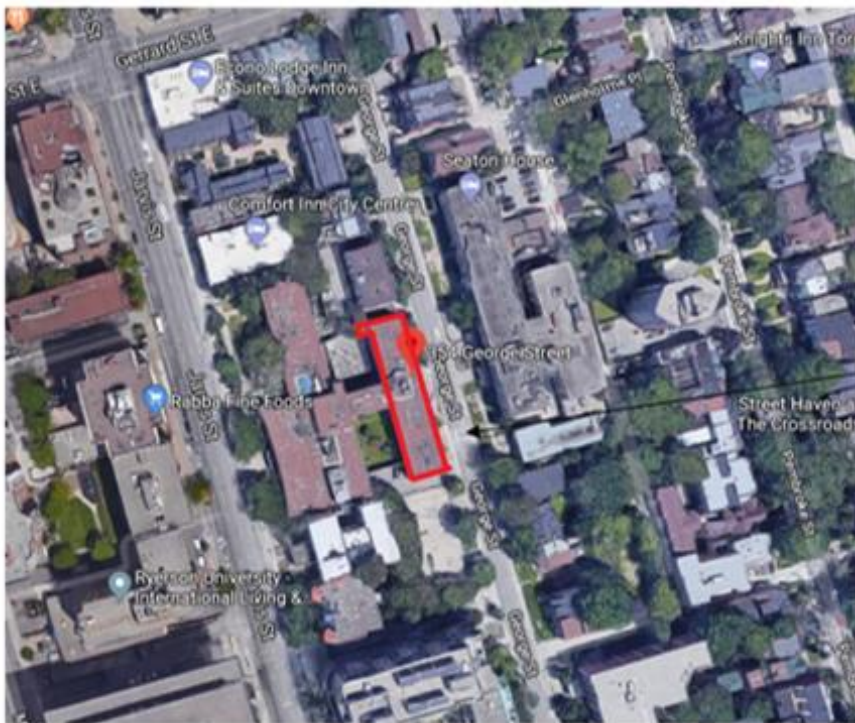
Schedule "B"
Parking Lot and Front of Building



 City responsibility
to keep clean and
tidy

Schedule "C"

Location Map



Licensed Area