

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

TRACKING NO.: 2018-367

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:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	November 15, 2018	Phone No.:	(416)-392-3883

Purpose	To obtain authority to accept and implement the terms of the Landlord's consent for the additional use of the Leased Premises for the Dental Bus Project, substantially in accordance with the form of the Landlord Consent Attached as Schedule "A"; and to execute and deliver the Release and Indemnity required by the Landlord in connection with the Dental Bus Project, substantially in accordance with the form of Release and Indemnity attached as Schedule "B".
Property	20 Lesmill Drive, Toronto, Ontario, as more specifically shown on Schedule "C" attached hereto (the "Leased Premises").
Actions	<ol style="list-style-type: none"> 1. Authority be granted for the City, as tenant of the Property, accept and implement the terms of the Landlord Consent for the additional use of the Leased Premises for the Dental Bus Project, substantially in accordance with the terms and conditions of the Landlord Consent attached as Schedule "A", and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services; 2. Authority be granted for the City to execute and Deliver the Release and Indemnity, substantially on the terms and conditions set in Schedule "B"; and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services and in a form acceptable to the City Solicitor; 3. The Deputy City Manager Corporate Services or designate shall administer and manage the Lease including the provision of any consents, approvals, waivers and notices, provided that she may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and, 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	There is no financial impact.
Comments	<p>Toronto Employment Social Services (TESS) has been providing services at the subject location, known as the North York east District Office, to the public based on the following authorities:</p> <ul style="list-style-type: none"> • Management Committee Report #39(5), as adopted by Metro Council on October 13 & 14, 1993 authorized the original lease of the premises from the original landlord, for a term commencing from February 1, 1994 and expiring January 31, 2001 • Corporate Services Committee Report #11(1) as adopted by City Council on July 29, 30, 31, 1998 authorized a five year renewal for the lease commencing on February 1, 2001 and expiring on January 31, 2006 • Administrated Committee Report #6 (30) as adopted by City Council on September 25,26 & 27, 2006 authorized new five year (5) lease commencing February 1, 2006 and expiring on January 31, 2011 • Pursuant to DAF 2011-059, authorized the lease extension and amending agreement of the lease for another five (5) year term from February 1, 2011 to January 31, 2016. • Pursuant to DAF 2017-157, authorized the lease extension and amending agreement of the lease for the second extended term of five (5) years from February 1, 2016 to January 31, 2021. <p>The Property was transferred from Morguard Realty Holdings Inc. to Lesmill North Investments Inc. (the "Landlord") on May 15, 2015.</p> <p>TESS is partnering with Toronto Public Health (TPH) to have dental buses at TESS locations to provide dental services to TESS' clients and the public. TPH have chosen the property at 20 Lesmill Rd. as one of the locations for the dental bus operations.</p> <p>TESS confirmed that the Dental Bus operations at this location are required by TPH and supports TPH's use of the Property for the Dental Bus Project. Real Estate Services staff consider the terms and conditions of Agreement, to be fair and reasonable.</p>
Terms	As specified in Schedule "A" and Schedule "B".

Property Details	Ward:	16 – Don Valley East
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	27,577 sq.ft
	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/REOs:</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:</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/REOs.</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 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 checked="" type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input checked="" 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, Transaction Services 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, Corporate Services and any related documents.

Consultation with Councillor(s)

Councillor:	Councillor Denzil Minnan-Wong	Councillor:	
Contact Name:	Nina Zaslavsky	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Consent	Comments:	
Consultation with Divisions and/or Agencies			
Division:	TESS	Division:	
Contact Name:	Frank Deffett	Contact Name:	
Comments:	Consent	Comments:	
Legal Division Contact			
Contact Name:	Kathleen Kennedy		

DAF Tracking No.: 2018- 367	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	Nov. 15, 2018	Signed by Alex Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Tim Park	Nov. 15, 2018	Signed by Tim Park

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, 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").

Schedule "A" - Landlord Consent



700 APPLEWOOD CRES. | VAUGHAN, ON, CANADA L4K 5X3
 T 905.326.6400 F 905.326.0783

September 10, 2018

City of Toronto Real Estate Services (the "Tenant")
 Metro Hall, 55 John Street
 Toronto, Ontario M5V 3C6

Attention: **Tatiana Kabanova**

RE: Dental Bus
 Date: As advised by the Tenant to the Landlord from time to time
 Location: 20 Lesmill Road, Toronto, Ontario

Pursuant to your request regarding the above captioned event, please be advised that the landlord has no objection to this outdoor event provided the following terms are fulfilled:

1. This approval is given for the date listed above only.
2. The event locations are to be discussed and approved by the Property Manager in their sole discretion. Please note that the event shall not obscure roadways, laneways, egresses, etc. as they are fire routes and must be kept clear at all times.
3. You are responsible for all required permits, approvals, etc. from all authorities having jurisdiction.
4. You must furnish the Landlord with a current Certificate of Insurance covering this event naming the following as additional insured for a minimum of **\$5 Million** liability coverage:

Lesmill North Investments Inc. (the "Landlord")
 20 Lesmill Road, Toronto, Ontario M3B 2T5

-and-

SmartCentres Management Services Inc.
 700 Applewood Cres., Suite 200
 Vaughan, On.

5. CITY OF TORONTO, will be held fully responsible for any and all damage to the property and or property lands resulting from this event.
6. CITY OF TORONTO, is responsible for a full cleanup of the area after this event, ensuring that the area is left in a clean and tidy condition and that all litter, supplies and equipment are removed.
7. CITY OF TORONTO, must execute the Release & Indemnity prior to any Event taking place.

8. SMARTCENTRES MANAGEMENT SERVICES INC. and the Landlord reserves the right to revoke this agreement for any reason at any time.

Once we have received the Certificate of Insurance and the signed copy of the Release and Indemnity, you may contact the Property Manager, Joe Perri at 416-3580822 to confirm the details of the event.

Yours truly,
SmartCentres Management Services Inc. as Agent and on behalf of
Leaml North Investments Inc.

T. Foulds

Theresa Foulds
Property Administrator

Schedule "B" – Release and Indemnity



700 APPLEWOOD CRES. | VAUGHAN, ON, CANADA L4K 5X3
T 905 326 6400 F 905 326 0783

RELEASE & INDEMNITY

We hereby release and forever discharge SMARTCENTRES MANAGEMENT SERVICES INC. AND LESMILL NORTH INVESTMENTS INC. (the "Owners") and all of their affiliated corporate entities from any and all actions, causes of actions, claims and demands, for damages loss or injury, howsoever arising, which heretofore may have been or may hereafter be sustained or alleged in consequence of the City of Toronto hosting a Dental Bus Event located at 20 Lesmill Road, Toronto, Ontario M3B 2T5

It is expressly understood that the Building Lands, parking areas and surrounding lands, are used at The City of Toronto own risk. We agree not to make any claim or take any proceedings against the person, persons or corporation discharged in this release.

We hereby further agree to indemnify and save harmless the Owners from any and all liabilities, damages, cost, suits, and actions brought by third parties whatsoever resulting from City of Toronto hosting a Dental Bus Event on the Building Lands on dates to be mutually agreed and with final approval from the Owners and the use of the Building Lands therefore. Such indemnification will endure to the benefit of any participants and survive the operations of the aforementioned event.

We further agree that this release may be pleaded in any proceedings in any court and shall act as an estoppel against us in action commenced by us and shall be binding upon City of Toronto and its heirs, executors, administrators, personal representatives, successors and assigns.

The undersigned further covenants and agrees that it will be solely responsible for all damage done to the Building Lands during or as a result of City of Toronto hosting a Dental Bus Event on the Building Lands on the property and to reimburse the Owners for all expenses incurred by it to repair any such damages.

IN WITNESS WHEREOF we have hereunto set our hands this ____ day of _____, 2018.

CITY OF TORONTO,

Signature

Name (Please Print)

Title

Date

