

**DELEGATED APPROVAL FORM  
CITY MANAGER  
DEPUTY CITY MANAGER, CORPORATE SERVICES**

TRACKING NO.: 2019-034

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:	Nader Qawasmi and Daran Somas	Division:	Create TO and Real Estate Services
Date Prepared:	February 5, 2019	Phone No.:	416-981-2482

<b>Purpose</b>	To obtain authority to enter into a Licence Agreement (the " <b>Agreement</b> ") with Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (the " <b>Licensee</b> ") for a term of twelve (12) months, commencing on February 1, 2019 and ending on January 31, 2020 to install a temporary Air Quality Monitoring Station (" <b>AQMS</b> ") at Metro Hall.
<b>Property</b>	Part of the property municipally known as 55 John Street, Metro Hall (the " <b>Property</b> "), located at the North-East intersection of John Street and Wellington Street, adjacent to the enclosed stairwell, as shown on the figure attached hereto as Appendix " <b>B</b> " (the " <b>Licensed Premises</b> ").
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into the Agreement between the City and the Licensee for the Licensed Premises, substantially on terms and conditions outlined herein, and on such other amended terms as may be satisfactory to the Deputy City Manager, Corporate Services ("<b>DCM</b>"), and in a form acceptable to the City Solicitor;</li> <li>2. The DCM, or his or her designate, shall administer and manage the Agreement, including the provision of any consents, amendments, 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; and</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The proposed Net revenue for the Licensed Term will be one (1) dollar plus HST per annum for the term of the agreement.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>An existing AQMS exists at the MacDonald Block Complex, municipally known as 900 Bay Street, Toronto, but due to upcoming renovations part of the MacDonald Block Reconstruction Project, the Licensee is required to relocate this AQMS effective April 1, 2019.</p> <p>The Licensee and the City of Toronto have proposed establishing a joint AQMS at the Licensed Premises to generate air quality measures for both the Toronto Downtown Air Quality Health Index ("<b>AQHI</b>"; a Provincial air quality measure) and Traffic-Related Air Pollution ("<b>TRAP</b>"; a City of Toronto air quality measure).</p> <p>The Licensee seeks to install a temporary AQMS at the Licensed Premises that will record and continue to report the AQHI air quality measure for the downtown core prior to, during, and following the relocation of the AQMS presently located at the MacDonald Park Block Complex. Separate authority will be sought to establish a permanent AQMS at the Property once the Licensee has sought and obtained the necessary internal approvals. The Licensee, together with the Federal government, will install, maintain, and supply all necessary equipment for the permanent AQMS at its sole cost. The Licensee will also provide scientific and technical expertise to support the continued monitoring of AQHI and TRAP air quality measures. It is proposed that the City of Toronto will also provide the location for the permanent AQMS.</p> <p>The Net Revenue contemplated by this Agreement recognizes that the City of Toronto will benefit from the installation of the AQMS, which will generate real-time TRAP air quality measures for the City of Toronto.</p> <p>The proposed terms are fair and reasonable and staff supports this proposal.</p>
<b>Terms</b>	See Major Terms and Conditions outlined in Appendix " <b>A</b> ", on page 4.

<b>Property Details</b>	<b>Ward:</b>	10 – Spadina Fort York
	<b>Assessment Roll No.:</b>	N/A
	<b>Approximate Size:</b>	2 m x 1.5 m ± (6.5 ft x 5 ft ±)
	<b>Approximate Area:</b>	3 m <sup>2</sup> ± (32.5 ft <sup>2</sup> ±)
	<b>Other Information:</b>	Outdoor fenced-in area

A.	Deputy City Manager, Corporate Services has approval authority for:	City Manager has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
3. Issuance of RFPs/REOIs:	<input type="checkbox"/> Issuance of RFPs/REOIs.	<b>Delegated to a less senior position.</b>
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<b>Delegated to a less senior position.</b>
5. Transfer of Operational Management to Divisions and Agencies:	<input type="checkbox"/> Transfer of Operational Management to Divisions and Agencies.	<b>Delegated to a less senior position.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<b>Delegated to a less senior position.</b>
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.
	<input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.	<b>Delegated to a less senior position.</b>
	<input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017.	<b>Delegated to a less senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.	<b>Delegated to a less senior position.</b>
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<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/Cautions <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>Delegated to a less senior position.</b>

**B. City Manager and Deputy Manager, Corporate 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.

**Deputy City Manager, Corporate 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.
- Expropriation Applications and Notices following Council approval of expropriation.

**Consultation with Councillor(s)**

Councillor:	Joe Cressy	Councillor:	
Contact Name:	Brent Gilliard	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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:	To proceed	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Facilities Management	Division:	Financial Planning
Contact Name:	Charlie Pringle	Contact Name:	Mustufa Ghani
Comments:	To proceed	Comments:	

**Legal Division Contact**

Contact Name:	Seija Molema
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DAF Tracking No.: 2019-034	Date	Signature
Recommended by: Daran Somas, Acting Manager, Real Estate Services	Feb. 5, 2019	For Signed by Daran Somas
Recommended by: Nick Simos, Acting Director, Real Estate Services	Feb. 5, 2019	Signed by Nick Simos
<input type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services	Feb. 7, 2019	Signed by Josie Scioli
<input checked="" type="checkbox"/> Approved by: Josie Scioli		
<input type="checkbox"/> Approved by: City Manager Chris Murray		

**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 50M<sup>2</sup> 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"**  
**TERMS AND CONDITIONS**

- Licensor:** City of Toronto (the "**Licensor**").
- Licensee:** Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (the "**Licensee**").
- Licensed Area:** Part of the property municipally known as 55 John Street, Metro Hall (the "**Property**"), located at the North-East intersection of John Street and Wellington Street, adjacent to the enclosed stairwell, as shown on the figure attached hereto as Appendix "B" (the "**Licensed Premises**").
- Commencement Date:** February 1, 2019.
- Expiration Date:** January 31, 2020.
- Cost:** License Fee of one (1) dollar + HST.
- Use:** Installation of a temporary Air Quality Monitoring Station.
- Termination:** Either the Licensor or the Licensee shall have the right to terminate this Licence upon not less than six (6) months written notice to the other party without penalty.
- Indemnity:** The Licensee shall indemnify and hold the Licensor harmless against and from any and all injuries and costs of any kind or nature (including reasonable solicitors' fees) arising in connection with any third party claims arising out of: (a) injuries occurring within the Licensed Premises, (b) any intentional conduct or negligence of the Licensee or any Person for whom it is in law responsible, or (c) any breach or default in the performance of any obligation on the Licensee's part. This indemnity does not include the intentional or negligent acts or omissions of the Licensor or any Person for whom it is in law responsible. This indemnity shall survive termination of the Agreement only for events that occur prior to termination of this Agreement.
- The Licensor shall have no claim against the Licensee for any damage or loss incurred by the Licensor with respect to the Licensed Premises, except and to the extent such damage or loss is as a result of the negligence or wilful misconduct of the Licensee.
- Insurance:** The Licensor acknowledges that the Licensee in respect of damage to the Licensed Premises is self insured and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by Her Majesty the Queen in Right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

**APPENDIX "B"**  
**LICENSED AREA**

