TRACKING NO.: 2019-013



DELEGATED APPROVAL FORM DIRECTOR, REAL ESTATE SERVICES

DIRECTOR, REAL ESTATE SERVICES MANAGER, REAL ESTATE SERVICES

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.

where applicable, in E	xecutive Committee Item EX28.8, as adopte		r 7, 8 and 9, 2017.	
Prepared By:	Jack Harvey	Division:	Real Estate Services	
Date Prepared:	January 11, 2019	Phone No.:	416-397-7704	
Purpose Property	To obtain authority to enter into a licence amending agreement (the "Second Amending Agreement") with Her Majesty The Queen In Right of Ontario, As Represented by the Minister of Government and Consumer Services (the "Licensor") for use of the Property, as defined below, for the purpose of continuing to operate a respite shelter center for a period of four months commencing January 1, 2019and expiring April 30, 2019 (the "Term"). The entire building municipally known as 354 George Street, except for the basement and linked access area			
Торенту			Street, as shown on the Location Map in Schedule "C",	
Actions	outlined in Appendix "A", and on	such other amended terms	e Licensor substantially on the terms and conditions and conditions as deemed appropriate by the Deputy e, and in a form satisfactory to the City Solicitor.	
		s, waivers, notices and notic	reement, including the provision of any consent, nonces of termination provided that the DCM may, at any determination and direction.	
	3. The appropriate City Officials be	authorized and directed to t	ake the necessary action to give effect thereto.	
Financial Impact	Total Cost for the term of the licence	is estimated \$269,964.70 p	olus HST (\$35,095.41)	
	The City will pay a licence fee in the a HST.	amount of \$21,741.68, plus	HST in equal monthly installments of \$5,435.42, plus	
	throughout the Term listed as the res estimated operating cost for the term	ponsibility of the City of Tor of the licence extension \$2	epairs and managing the operating systems costs, ronto in Schedule "A" attached hereto. Total 248,223.02 for the term; plus HST \$32,268.99plus der cost center FH5351 and Functional Area Code of	
	(four month total of 284,953.40)			
	The Chief Financial Officer & Treasur	rer has reviewed this DAF a	and agrees with the financial impact information.	
Comments	long term lease or acquisition in contract the City obtained permission to enter was authorized by DAF 2017-184, exa separate licence with the Licensor 1 January 29, 2018 and ending April 30 to continue the services at this location original and additional operating cost approved as per DAF 2018-167 dates	nection with the George Streethe Property to complete expired March 30, 2018. Nead to establish a shelter respite 0, 2018 as authorized by Dron, the City entered into a fits and extend the term of the d Sept. 18, 2018 (the "First").	een identified by the City as a potential candidate for eet Revitalization Project. As part of its due diligence, nvironmental testing. This limited-use licence, which ar the end of limited-use licence, the City entered into e center for a three month period commencing AF 2018-047 (the "Original Respite Licence"). In order urther extension with amendments to include the e licence to expire December 31, 2018 which was Extension Agreement"). Second Amending Agreement to be fair and	
Terms	The Original Respite Licence remains out in Appendix "A"	s in force except where ame	ended by the Second Amending Agreements as set	
Property Details	Ward:	18 – Toronto Centre-Ros	sedale	
	Assessment Roll No.:			
	Approximate Size:	30,367 sq ft +/- (2,821.1	9 m² +/-)	
	Approximate Area:			
	Other Information:			
	L	1		

Α		Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1.	Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
2.	Expropriations:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	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.	Issuance of RFPs/REOIs.
4.	Permanent Highway Closures:	Delegated to a more senior position.	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:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
7.	Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
	Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: N/A	Delegated to a more senior position.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9.	Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/ renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.
		(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(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):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.
11	. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.
		Delegated to a more senior position.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
12	. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
13	. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
		Delegated to a more senior position.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences (b) Releases/Discharges (c) Surrenders/Abandonments (d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppels/Certificates (f) Objections/Waivers/Caution (g) Notices of Lease and Sublease (h) Consent to regulatory applications by City, as owner (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title (j) Documentation relating to Land Titles applications
D	Director Bool Estate Comitee	and Managar Book Estate Comitions and her similar	(k) Correcting/Quit Claim Transfer/Deeds
В.	•	s and Manager, Real Estate Services each has sign	
	·	ent matters for which he or she also has delegated approval a Notices following Council approval of expropriation (Manager,	·
		s also has signing authority on behalf of the City fo	r:
	•	Sale and all implementing documentation for purchases, sales	

• 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	Councillor:				
Contact Name:	Edward LaRusic	Contact Name:				
Contacted by:	Phone x E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other			
Comments:	Approved	Comments:				
Consultation with	Divisions and/or Agencies					
Division:	Shelter, Support and Housing Administration	Division:	Financial Planning			
Contact Name:	Irene Gryniewski	Contact Name:	Patricia Libardo			
Comments:	Approved	Comments:	Approved			
Legal Division Conta	act					
Contact Name:	Catherine Thomas					

DAF Tracking No.: 2019-013	Date	Signature
Recommended by:		
Recommended by: Acting Manager, Real Estate Services Alex Schuler Approved by:		Signed by Alex Schuler
x Approved by: Acting Director, Real Estate Services Tim Park	Jan. 31, 2019	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, 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.
- (I) 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 Minister of Government and Consumer

Services.

Term: Four months, commencing January 1, 2019 and expiring April 30, 2019. No right to extend.

Termination: Either party has right to terminate agreement without penalty, compensation, damages or bonus upon 30

days prior written notice.

Licence Fee: \$65,213.04 annually in equal monthly instalments of \$5,435.42 based on a rate of \$5,00 per square foot of

the first and second floor of the building

Maintenance + Operating: City obligated to pay those costs set out in Schedule "A" of the First Extension Agreement.

Use: Operating a respite centre and ancillary social and health services, including the right to bring all necessary personnel, materials and equipment and right to invite members of the public for purpose of providing services.

Schedule "A"

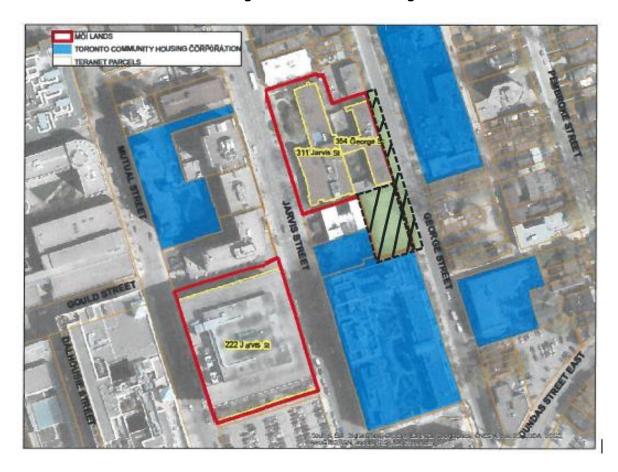
Responsibility for Maintenance

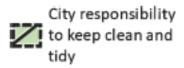
		y (capital repair peration)	
Building System	10	City Of Toronto	Comment
Foundations/Structural	None	Full	
components Roofs	None	Full	
Main Doors/Windows	None	Full	
Interior Finishes Common			
Areas	None	rull	
Interior Finishes Office Area (ministry space)	None	Full	
Exterior Cladding/Finishes	None	full	
Furniture, Furnishings and Drapes (in common areas only)	None	Full	
Floor coverings & finishes	None	Full	
Gelling Finishes Building Identification Signs, Internal Directories, room numbering, etc. (common area signage)	None	rul rul	
Property, Directional or identification Signs not attached to buildings and flagpoles.	None	Full	
Environmental Controls, Instrumentation & Building Automation Systems	Partial	Partial	10 to manage and maintain BAS systems related to hot water supply of perimeter radiator system.
Heating Systems Perimeter	Partial	Partial	IO to manage and maintain boilers supplying perimeter heating system. City to manage all perimeter heating systems and components
Heating Systems Rooftop Unit	None	rul	
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	Pertial	Partial	IO to supply tempered water to DHW tank. City to manage and maintain DHW tank and distribution system
Domestic Water Distribution	None	Full	
Systems Plumbing Systems (including back flow prevention)	None	rul	
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 dyers	None	rul	
	Full	None	IO has the responsibility to manage and maintain high voltage electrical systems supplying electrical panels at
High Tension Distribution and Substation Systems			354 George
	None	Full	The City has the responsibility to manage and maintain low voltage electrical systems/panels supplying electrical loads at 354 George
Substation Systems Low Tension Distribution		Full	The City has the responsibility to manage and maintain low voltage electrical systems/panels supplying electrical loads at

Indoor Lighting	None	full.	
Electrical Generating Plants (Generators/ not used for Life Safety)	Full	None	
Elevating Devices	n/in	n/a	
Specialized Exhaust System	None	N/I	
Security Doors and Windows	None	M	
<u> </u>			
Specialized Security Systems	None	Fall	
Video Security Systems	None	NA NA	
Grease / Sand traps Water Well Monitoring &			
Testing Sewage Treatment	n/h	n/s	
Disposal/Septic Systems	n/ie	n/a	
Domestic Water Treatment Plant	1/6	n/s	
Dust extractor and suppression system	n/h	n/a	
Kitchen Suppression System	n/h	n/a	
Walk in Freezers/ Fridges	n/a	0/8	
Dock levelers	n/a	0/0	
Compactors	1/0	15/8	
Pumping out of Lagoons	n/in	n/a	
Electrical Generating Plants – Stand-by-Generator	Pull	None	
Fire Alarms	Pull	None	IO to manage and maintain fine and life safety systems supplying services from 354 George
Fire Flan	None	Full	
Fire Protection Systems (Sprinklers, Hydrants, Standpipes and fixed fine extinguishing systems	None	м	
Fuel Storage Tanks	Pull	None	
Duness Alarms	None	M	
Emergency and Exit Lighting	None	NA.	
Snow Plowing / Ice Control	None	м	
Snow Removal	None	Full	
Roads, Walks, and Farking	None	rut.	
Lots & Curbs	None	NA.	
Exterior Landscaping features	Neone	rui	
Perimeter Pending (Property Line Fending not program)	None	Full	
Security Fencing, Gates & Controls	None	м	
Storm Water Drainage Systems	hull	None	
Intgation Systems	None	Fell	
Catch Basins / Man Holes/ Oil Interceptors	rul	None	
Surface Water Drainage (Ditches, Culverts, storm water retention ponds, etc.) .	Nome	м	
Docks and Wharfs	n/h	n/a	
Sewage distribution piping	None	м	
Secured Program Area (e.g., enclosed compound areas)	None	M	
Infrastructure for cabling / fibre optic conduits	None	м	
Roads and Grounds	None	NI	
Interior Plants, Plantings and Arrangements	None	M	
Exterior Landscaping	None	Fel	
Horticultural and Greenhouse Products	n/ia	n/a	
Asbeston Abetement & Monitoring	None	rut .	

Indoor Air Quality Monitoring	None	Full	
Mould Management	None	full	
PC8 Storage & Disposal	None	Full	
Ohermical Handling (OPC's Halon, Meroury, 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 Utilities Payment: Electricity	None	Full	
Utilities Payment: Gas Utilities Payment:	None	Full	
Water/Sewage Utilities Payment: Other	None	Full	
Shipping, Receiving and Manpower Assistance	None	Full	
Mail Room Services	1/4	n/a	
Duplicating Services	1/1	n/a	
Telephone Switchboard	None	Full	
Cafeteria Food and Beverage Service Facilities, Including refrigerators/freecers (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/s	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/s	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	

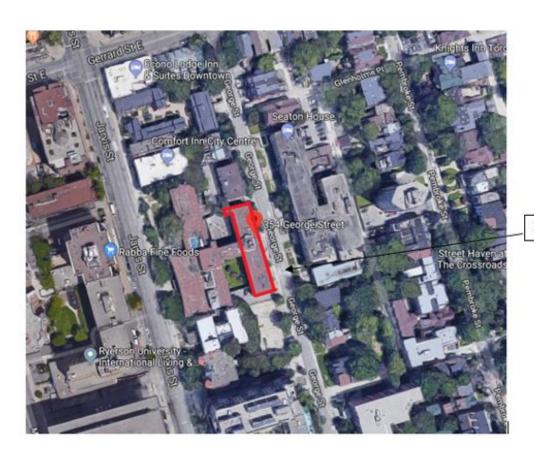
Schedule "B"
Parking Lot and Front of Building





Schedule "C"
Location Map





Licensed Area