

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

**TRACKING NO.: 2019-044**

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:	Joseph Sergnese	Division:	Real Estate Services
Date Prepared:	February 10, 2019	Phone No.:	416-392-1857

<b>Purpose</b>	To obtain authority to enter into a Third Extension and Amending agreement (the "Agreement") with the Licensor named in the confidential attachment for continued operation and maintenance of a roof-top antenna and associated cables inside the building named in the confidential attachment to satisfy the Toronto Police Services Board ("TPSB") telecommunication requirements.
<b>Property</b>	See confidential attachment
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority is granted to enter into the Agreement with the Licensor subject to the terms and conditions outlined below and on such other terms as may be satisfactory to the Director of Real Estate Services or designate and in a form acceptable to the City Solicitor;</li> <li>2. The Director of Real Estate Services or designate shall administer and manage the Agreement including the provision of any consents, renewals, approvals, amendments, waivers, notices and notices of termination provided that the Director of Real Estate Services or designate may, at any time, refer consideration of such matter to City Council for its determination and direction;</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto; and</li> <li>4. Confidential information in the Confidential Attachment herein remain confidential indefinitely as it is information related to a proposed or pending acquisition of land and/or interests in land by the City.</li> </ol>
<b>Financial Impact</b>	<p>The total cost to the City of Toronto for this Agreement commencing January 1, 2019 including all renewal options, will be approximately \$109,360.00 plus utility costs and Harmonized Sales Tax ("HST"). Funding is available in the 2019-2028 Staff Recommended Capital Budget and Plan for Toronto Police Services, subject to Council approval, within SAP account PLR&amp;EFZ 4530.</p> <p>The Chief Financial Officer &amp; Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>By the adoption of the Clause No. 33 of Report No. 26 of the Strategic Policies &amp; Priorities Committee, City Council, at its meeting of December 17, 1998, authorized a \$34.5 million integrated Fire/Police radio communications system for emergency services, including the Toronto Ambulance Service. By way of supporting this radio communications initiative, the TPSB at its meeting of November 15, 2001 authorized licences with property owners, as may be required, for the placement of the said radio antennae.</p> <p>Entering into this Agreement, and with the renewals of other TPSB radio antenna sites as they come up for renewal, will harmonize and regularize the real property licence agreements of the TPSB with those of other City Boards.</p> <p>This property is part of a series of properties added to the City's emergency radio infrastructure as Police, Fire, and Toronto EMS work towards upgrading the entire system.</p> <p>This agreement is for a term of five (5) years, commencing January 1, 2019 and expiring on December 31, 2023.</p>
<b>Terms</b>	<p>Major terms and conditions of the Agreement are set out on page 4 of this form.</p> <p>Real Estate Services Staff have reviewed the negotiated terms and are satisfied that the terms and conditions are fair, reasonable and at market value.</p>

<b>Property Details</b>	<b>Ward:</b>	19 – Scarborough Centre
	<b>Assessment Roll No.:</b>	N/A
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	N/A
	<b>Other Information:</b>	

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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<b>Delegated to a more senior position.</b>
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:	<b>Delegated to a more senior position.</b>	<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 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.
	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input checked="" 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.
	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to a more senior position.</b>	<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, 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:	Brad Bradford					Councillor:					
Contact Name:						Contact Name:					
Contacted by:	Phone	E-Mail	Memo	Other		Contacted by:	Phone	E-mail	Memo	Other	
Comments:						Comments:					
Consultation with Divisions and/or Agencies											
Division:	Toronto Police Services					Division:	Financial Planning				
Contact Name:	Clay Beers					Contact Name:	Patricia Libardo				
Comments:						Comments:					
Legal Division Contact											
Contact Name:	Rebecca Hartley										

DAF Tracking No.: 2019-044	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	Feb. 11, 2019	Signed by Tim Park
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Feb. 14, 2019	Signed by Nick Simos

#### 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").

## Major Terms and Conditions for Licence Extension and Amending Agreement

**Licensor:** See Confidential Attachment

**Licensee:** City of Toronto

**Property:** see confidential attachment

**Renewal Options:** There is one (1) options to renew, for a further term of five (5) years.

**Financial Summary:** If the renewal option is exercised, the new Licence fee will be \$11,466.00 provided that the CPI increase from Year 1 to 5 is less than or equal to 10%. If the CPI increase from Year 1 to 5 is greater than 10%, the Licence fee for Year 6 to Year 10 will be calculated by taking the previous rate and adjusting it for the CPI increase

Provided the licence fee for Year 6 to Year 10 is \$11,466.00 the grand total for the licence fee, including the sum of all the utility cost for the 10 years, (\$40,000), will be \$149,360.00.

**Confidentiality provision:** The following language is being added to the agreement as a covenant of the Licensor.

"Any information provided by the City to the Licensor shall constitute confidential information, including information that the City is using (the "Confidential Information"). In recognition of the City's desire to protect the Confidential Information, the Licensor undertakes that it shall safeguard the Confidential Information by handling the Confidential Information with the same degree of care as they normally employ to safeguard each of their own information of equivalent importance and confidentiality from unauthorized use or disclosure. The obligations of the Licensor stated herein does not apply to Confidential Information, (i) already known by or available to the Licensor; (ii) independently generated by the Licensor; (iii) known or available to the public or which may later become known or available to the public, except where such knowledge or availability is the result of an unauthorized disclosure by Licensor; or (iv) required to be disclosed by the Licensor by law, regulation, court order or other legal process."