

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

**TRACKING NO.: 2019-234**

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:	Desirée Picchiello	Division:	Real Estate Services
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Date Prepared:	August 8 2019	Phone No.:	416 338-2998
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**Purpose** To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "Licensor") and the Downtown Yonge Business Improvement Area (the "Licensee") to grant to the Licensee an irrevocable licence (the "Licence") to enter upon and for unobstructed access to the portion of the property known municipally as 38 Dundas Street East as shown outlined in red in the sketch attached as Schedule "B" (the "Licensed Area") for the purposes of completing a painted mural according to the specifications contained in Schedule "C" (the "Mural").

**Land** Municipal Address: 38 Dundas Street East, Toronto, ON M5B 1C5  
 Legal Description: See Schedule "A"

**Actions** It is recommended that:

1. Authority be granted to enter into the Agreement with the Licensee for access to the Licensed Area, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor.

**Financial Impact** There is no financial impact.  
 The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information

**Comments** The Licensee's contribution in this Agreement, through conversations with the ward Councillor Kristyn Wong-Tam and in conjunction with Create TO, is to assist in the revitalization of the neighbourhood and surrounding areas in time for a community event being held by the Downtown Yonge Business Improvement Area in the building adjacent to the Property. This temporary license will have a term of nine (9) days, commencing on Thursday, August 8 2019 and expiring on Saturday, August 17 2019.

Licensor: City of Toronto  
Licensee: Downtown Yonge Business Improvement Area  
Licensee's Representatives: Licensee's employees, servants, agents, consultants and contractors  
License Fees: No fees  
Term: Nine (9) days commencing August 8, 2019 and ending on August 17, 2019  
Use of Licensed Area: For completion of the Mural and any work incidental thereto and for no other purpose. The Licensee shall have access to the Licensed Area to complete the Mural between the hours of 8:00 a.m. and 9:00 p.m., unless otherwise mutually agreed in writing between the parties.  
Equipment: All necessary and convenient vehicles, supplies, machinery, gear and equipment, including use of a Scissor Lift, for the purpose of completing the Mural and any work incidental thereto and for no other purpose.  
Parking: Parking spaces for two (2) vehicles on site to be occupied by the artists producing the mural during the hours of 8:00 a.m. until 9:00 p.m. Provisions for access to parking to be arranged through Downtown Yonge Business Improvement Area staff on site as required.  
Insurance: Licensee to carry during the Term comprehensive general liability insurance in the amount of \$5,000,000.00  
Special Provisions:

- Licensor may terminate the Licence at any time during the Term on not less than 24 hours prior written notice
- Licensor is to own the Mural, except for copyright and intellectual property rights therein
- Licensee will own all copyright and intellectual property rights in the Mural and shall be entitled to use pictures and images of the Mural in its promotional materials without further compensation to the Licensor
- Following the expiration of the Term, the Licensor may, at its own cost, remove, modify, further develop or otherwise use the Mural in any way that the Licensor deems necessary.

**Terms** Real Estate Services Staff have reviewed the agreement and are satisfied that the terms and conditions of this licence are fair and reasonable.

<b>Property Details</b>	<b>Ward:</b>	13 – Toronto Center
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	Approximately 94ft x 33ft
	<b>Approximate Area:</b>	3,100 ft <sup>2</sup> ±
	<b>Other Information:</b>	*See SCHEDULE "C"

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 checked="" 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 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, 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				Councillor:										
Contact Name:					Contact Name:										
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Consulted & work approved				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Create TO				Division:	Stakeholder & Client Relationship Management									
Contact Name:	Ryan Glenn				Contact Name:	Janice Honore									
Comments:	Consulted & work approved				Comments:	Consulted									
Legal Division Contact															
Contact Name:	Stefan Radovanovich														

DAF Tracking No.: 2019-234	Date	Signature
Concurred with by: Manager, Real Estate Services	August 9, 2019	Signed by Alex Schuler
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <input checked="" type="checkbox"/> Approved by: Daran Somas	August 9, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos		X

#### 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 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").

**SCHEDULE A**

**Legal Description of Land**

PT LT 69 E/S VICTORIA ST, 70 E/S VICTORIA ST PL 22A TORONTO PT 2 EXPROP PL CA549811; TORONTO, CITY OF  
TORONTO

**SCHEDULE B**

**Sketch of Licensed Area**



**NOTE:** Highlight of Licensed Area is approximate. Licence is for access to exterior South, South- West and East facing facades of the building only.



**SCHEDULE C**

**DESCRIPTION OF MURAL**

The Mural shall consist of a mural painted on each of the South, South-West, and East facing exterior walls of the vacant, 3-storey building located on the Property, according to the following specifications:

1. Approximate square footage of mural on South facing façade: 3100 square feet (as shown);



2. Approximate square footage of mural on South-West facing façade: 1500 square feet; and
3. Mural design is subject to the prior approval by the Licensor. Licensee to provide a rendering or description of the mural design for Licensor approval prior to the Commencement Date.