

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

TRACKING NO.: 2019-272

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.

Prepared By:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	September 25, 2019	Phone No.:	416-392-8160

Purpose	To obtain authority for the City to enter into a temporary licence (the "Licence") over a portion of the property located at 45 Overlea Boulevard (the "Property"), owned by Revenue Properties Company Limited (the "Owner"). The subject property interest is required to construct and house a Wheel-Trans Access Hub (the "Access Hub") pursuant to the Toronto Transit Commission (TTC) Wheel-Trans Transformation Program.
Property	Part of the property located on the south-west corner of Overlea Boulevard and Thorncliffe Park Drive with a municipal address of 45 Overlea Boulevard and legally described as Parcel A-1, Section M778; Block A on Plan M778 East York Except Parts 1 to 5 on 66R-14766; Subject To Part 1 on 66R-14477 As in C261589; T/T Part of Block A on Plan M736, Over Parts 4, 5, 6, 10, 11, 12, 13, 14 & 15 on 66R-14766 As In C440793; Toronto; Subject to An Easement Over Parts 12, 14, 15 and 16 on Plan 66R-25956 In Favour of Part of Block N on Plan M736 East York Part 2, R375 As In AT3008412; Subject to an Easement in Gross over Parts 12, 13 and 15 on 66R-25956 As In AT3545544; City of Toronto being all of PIN: 10372-0134 (LT) in the Land Registry Office of Toronto (No. 66) in Land Titles Division, identified as hatched in light grey and shaded in dark grey on Appendix "A" attached hereto (the "Licensed Area").
Actions	Authority be granted for the City to enter into the Licence with the Owner in which the City/TTC will be permitted to enter and use the Licensed Area: 1) to construct the Access Hub for a term of four (4) months; and 2) to use the Access Hub and the access route, for a term of five (5) years with an option to extend for a further term of five (5) years.
Financial Impact	The total cost to the City is \$111,000.00 (plus HST) or \$112,935.60 (net of HST recoveries) for the Licence with a term of five (5) years and four (4) months and an option to extend for a further term of five (5) years. Funding is available in the 2019 Council Approved Capital Budget and 2020 – 2028 Capital Plan for TTC under capital account CTT110-01. The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The demand for TTC's Wheel-Trans service has increased by more than 29% over the last five years and is expected to continue to increase with the aging population and the (AODA mandated) changes to eligibility. With the TTC's conventional transit services increasingly accessible, changes can be made to the service delivery model for Wheel-Trans to make better use of limited resources while also adapting and adhering to new provincial legislation through the implementation of a "Family of Services" approach. Family of Services being the utilization of Wheel-Trans and conventional transit modes (bus, subway or streetcar services) for a portion of a trip. The construction of Access Hubs at various strategic locations throughout the city will facilitate the transfer of customers between the Wheel-Trans and conventional transit system in order to implement the Family of Services approach.
Terms	See page 5

Property Details	Ward:	Ward 15 – Don Valley West
	Assessment Roll No.:	n/a
	Approximate Size:	Irregular

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: N/A</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 checked="" 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 type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences</p> <p><input 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, 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:	Councillor Michael Thompson					Councillor:					
Contact Name:	Councillor Michael Thompson					Contact Name:					
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail	Memo	Other	Contacted by:	Phone		E-mail	Memo	Other
Comments:	No objections (Aug 16, 2019)					Comments:					
Consultation with Divisions and/or Agencies											
Division:	TTC					Division:	Financial Planning				
Contact Name:	David Cooper					Contact Name:	Filisha Jenkins				
Comments:	Incorporated into DAF (Sept 3, 2019)					Comments:	Incorporated into DAF (Sept 20, 2019)				
Legal Division Contact											
Contact Name:	Gloria Lee – Real Estate Legal Services (Sept 18, 2019)										

DAF Tracking No.: 2019-272	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter <input type="checkbox"/> Approved by:	Sept. 26, 2019	Signed by Melanie Hale-Carter
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Sept. 27, 2019	Signed by Nick Simos

General Conditions ("GC")

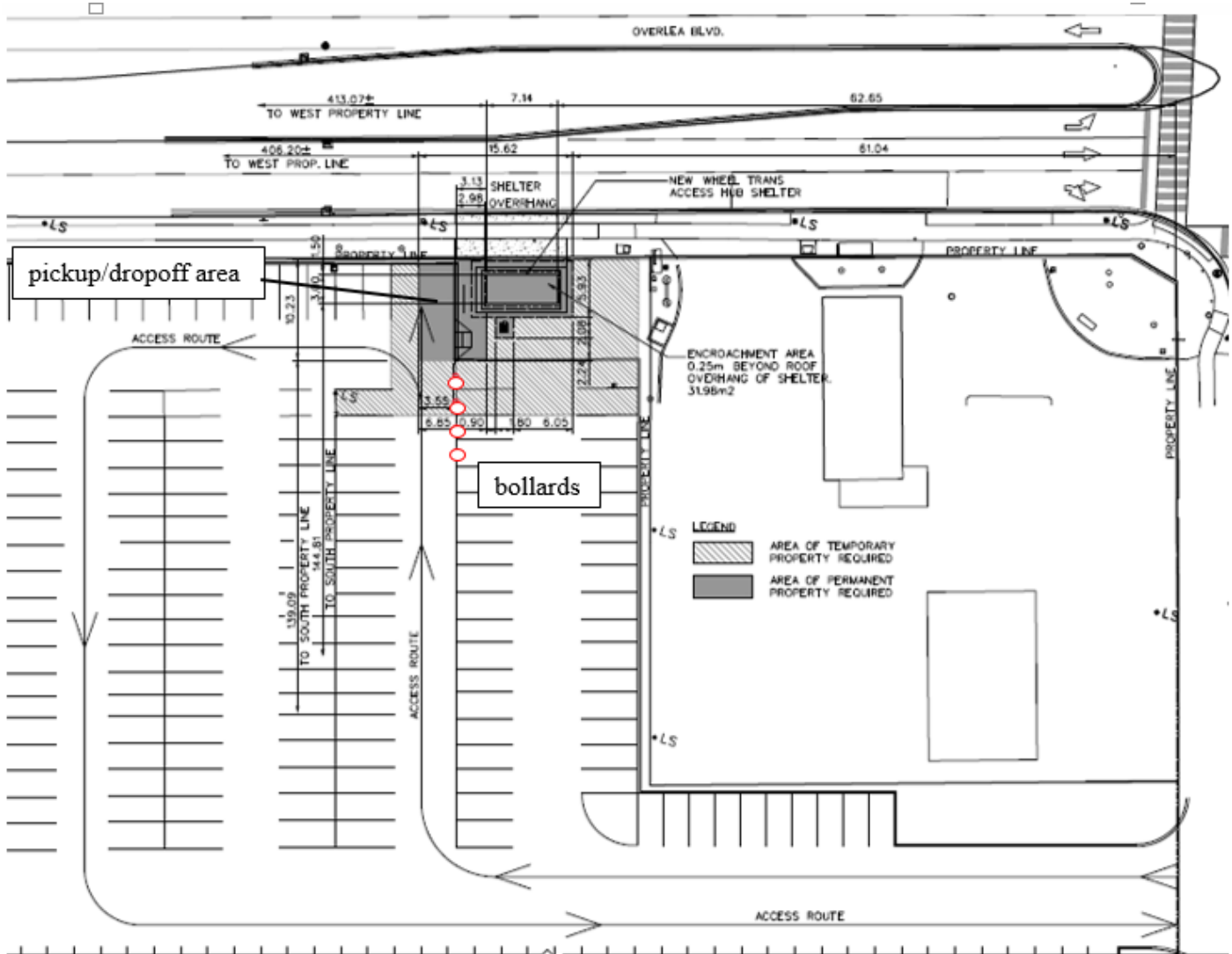
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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, 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**.
- (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.

Major Provisions:

- (i) Term: Five (5) years and four (4) months commencing on the date that is the earliest of: ten (10) business days following delivery of written notice to the Owner from the City, or October 1, 2019, with an option to extend for a further term of five (5) years.
- (ii) License Fee:
Years 1 to 3: \$10,000/year
Years 4 to 6: \$12,000/year
Years 7 to 9: \$15,000/year
- (iii) At all times, the City and/or TTC shall maintain: 1) all risks property insurance, 2) commercial general liability insurance against claims for bodily injury (including death), personal injury and property damage in an amount not less than ten million dollars (\$10,000,000.00) per occurrence; 3) automobile liability insurance; and 4) other forms of insurance as required by the Owner or the mortgagee, if any. Such insurance shall name the Owner as additional insured. The City may elect to self-insure with respect to all such insurance coverage required under the Agreement.
- (iv) The Owner grants the City the Licence so long as doing so does not violate any Applicable Laws or the site plan applicable to the thirty (30) days' prior written notice to the City. The Fee and all other amounts Property.
- (v) If the Property is damaged or destroyed then the Owner shall have a right to terminate this Agreement upon not less than 30 days. The fees due and payable under this Agreement shall abate as of the termination date and the City shall vacate the Licensed Area. The City expressly waives and shall not have any right of action or claim against the Owner for the termination, or consequential loss or damage, including, without limitation, costs or expenses incurred by the City for constructing the Licensed Area.
- (vi) The terms of this Agreement shall be enforced against, and recourse hereunder shall be had only after judgment and only against, the right, title and interest of the Owner from time to time in, and the Owner's revenues accrued from, the Property. No recourse shall be had, judgment issued or execution or other process levied against, the Owner (except only to the extent necessary for enforcement) or against any other assets or revenues of the Owner.
- (vii) If this Agreement is assigned by the Owner to a real estate investment trust ("REIT") the terms of this Agreement are not personally binding on any trustee hereof, any registered or beneficial holder of units (a "Unitholder") or any annuitant under a plan of which a Unitholder acts as a trustee or carrier, and resort shall not be had to, nor shall any recourse or satisfaction be sought from, any of the foregoing or the private property of any of the foregoing, but the Property only shall be bound by such obligations and recourse or satisfaction may only be sought from the revenue of the Property.
- (viii) The City releases and forever discharges the Owner from any injury, death or damage to any property of the City regardless of how it arises or is caused or for any loss, claims, demands, actions, liabilities or damages suffered or incurred by the City arising from or out of any occurrence in, upon or relating to or arising from the access to or use and occupation of the Licensed Area, the Construction Access Route and the Use Access Route by the City or the carrying out of the construction of the Use Licensed Area and the Barrier. This release will survive the expiration or earlier termination of this Agreement.
- (ix) The City shall indemnify and save the Owner harmless from and against any and all costs, expenses, claims, demands, losses, suits, actions, damages and liabilities of any kind or nature whatsoever (including reasonable legal costs) (collectively, a "Claim") caused by the granting of this license or anything done pursuant thereto or arising out the access to and use of the Licensed Area, the Construction Access Route and the Use Access Route or the carrying out of the construction of the Access Hub, the Use Licensed Area and the Barrier by the City Parties, including, without limitation, any default by the City under this Agreement and the breaking, damaging or destruction of the buildings, improvements and chattels on the Property by the construction equipment used by the City in connection with the construction of the Use Licensed Area and the Barrier to the extent that any Claim was not caused by the negligence or willful misconduct of the Owner. This indemnity will survive the expiration or earlier termination of this Agreement.
- (x) This Agreement shall terminate:
 - a) At the City's option with at least 30 days' prior written notice during the Use Extension Term;
 - b) At the Owner's option with 10 business days' prior written notice to the City for non-payment of fee or breach of any other provision in the Agreement and the City fails to remedy the default within such 10 business days;
 - c) At the Owner's option with at least 30 days' prior written notice during the Use Extension Term; or
 - d) due to the Owner's action, the Licence violates any Applicable Laws or the site plan applicable to the Property.

Appendix 'A'

Temporary Easement Lands



SOUTH-WEST CORNER	
TEMPORARY AREA REQUIRED	283.44 SQ. METRES
PERMANENT AREA REQUIRED	124.48 SQ. METRES
EXISTING LOT AREA	81097.2 SQ. METRES
EXISTING BUILDING AREA	24599.2 SQ. METRES
ACCESS ROUTE	799.25 SQ. METERS