

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

TRACKING NO.: 2019-330

With Confidential Attachments

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:	Desirée Picchiello	Division:	Real Estate Services
Date Prepared:	November 13, 2019	Phone No.:	416-398-2998
Purpose	To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto as licensee (the "City") and the licensor named in the Confidential Attachment "A" (the "Licensor") for an irrevocable licence to enter upon and for unobstructed access to the Common Elements and to the Site as set out in the Confidential Attachments "A" & "B" for the purposes of installing, maintaining, using, repairing and replacing equipment (the "Equipment") required to supply any and all wireless communication services necessary and incidental to the communication requirements of the Licensee, the Toronto Police Services, Fire Services, Toronto Paramedic Services and related services (the "Communications Use"), including, without limitation, the supply of microwave and radio transmission and receiver services.		
Property	See Confidential Attachments "A" & "B" (referred to herein as the "Licensed Premises")		
Actions	<ol style="list-style-type: none"> Authority is granted for the City to enter into the Agreement with the Licensor for a five (5) year term (the "Term") commencing on June 1, 2019 and expiring on May 31, 2024, substantially on the terms and conditions set out below together with other terms, conditions, and amendments as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor. Confidential information in the Confidential Attachments herein shall remain confidential indefinitely as it is information that relates to the security of the property of the City and the Toronto Police Services Board. 		
Financial Impact	<p>The City shall pay to the Licensor the sum of \$8,250.00 (plus HST) or \$8,395.20 (net of HST recoveries) per annum. The License Fee over the duration of the Term will total \$41,250.00 (plus HST) or \$41,976.00 (net of HST recoveries). Funding is available in the 2019 Council Approved Operating Budget for Toronto Police Services and will be accommodated for in future Operating Budget submissions for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	By the adoption of the Clause No. 33 of Report No. 26 of the Strategic Policies & Priorities Committee, City Council, at its meeting on December 17, 1998, authorized a \$34.5 million integrated Toronto Police Services Board ("TPSB") and Fire Services equipment for emergency services, including the Toronto Paramedic Services. By way of supporting this radio communications initiative, TPSB, at its meeting on November 15, 2001, authorized leases or licenses with property owners, as may be required, for the placement of the equipment. The City's involvement in 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 leases and license agreements of the TPSB with those of other City Boards.		
Terms	Major Terms and Conditions are contained in Schedule "A" on Page 4.		
Property Details	Ward:	24 - Scarborough - Guildwood	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	See Confidential Attachment "B"	
	Other Information:		

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/REOIs:</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/REOIs.</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 type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input checked="" 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:	Paul Ainslie				Councillor:										
Contact Name:	Paul Ainslie				Contact Name:										
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objections 10/18/19				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Toronto Police Services				Division:	Financial Planning									
Contact Name:	Clay Beers				Contact Name:	Filisha Jenkins									
Comments:	Approved on 07/29/19				Comments:	No Objections on 10/18/19									
Legal Division Contact															
Contact Name:	Stefan Radovanovich (2-8060)														

DAF Tracking No.: 2019-330	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Nov. 13, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Nick Simos	Nov. 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, 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.

SCHEDULE "A"

Major Terms & Conditions

Licensor: See Confidential Attachment "A"

Licensee: City of Toronto

Licensed Area: See Confidential Attachment "B"

Term: Five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024.

Use: Installing, maintaining, using, repairing and replacing the Equipment to supply any and all wireless communication services necessary and incidental to the communication requirements of the Licensee, the Toronto Police Services Board, Fire Services, Toronto Paramedic Services, and related services.

License Fee: The City shall pay to the Licensor the sum of Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) plus HST per annum for each year during the Term. The total License Fee paid by the City to the Licensor during the Term shall be Forty-One Thousand Two Hundred Fifty Dollars (\$41,250.00) plus HST, payable annually on the first (1st) day of each year of the Term as follows:

Year 1: June 1, 2019 to May 31, 2020 – \$8,250.00 plus HST.

Year 2: June 1, 2020 to May 31, 2021 – \$8,250.00 plus HST.

Year 3: June 1, 2021 to May 31, 2022 – \$8,250.00 plus HST.

Year 4: June 1, 2022 to May 31, 2023 – \$8,250.00 plus HST.

Year 5: June 1, 2023 to May 31, 2024 - \$8,250.00 plus HST.

Option to Extend:

Provided the City is not in default beyond any applicable cure period, then, upon delivery of written notice exercising this right given to the Licensor not more than six (6) months and not less than three (3) months prior to the expiration of the Term, the City shall have the right to extend the Term of the Agreement for one (1) further term of five (5) years (the "Extended Term"). The Extended Term shall be on the same terms and conditions as the Agreement save and except: (a) the License Fee during each year of the Extension Term shall be increased by three percent (3%) above the annual License Fee payable during each year of the initial Term; and, (b) there will be no further right to extend the Term.

Utility Fee: In addition to the License Fee, the City shall be responsible for the cost of all utilities consumed by the Equipment during the Term and any extension or renewal thereof.

Access: If entry to the Site is required by the Licensor, the Licensor must provide reasonable prior written notification to the Licensee. The Licensor is required at all times to be escorted into the Site by authorized Toronto Police Services personnel in order to ensure there is no interference with the Equipment. Given the importance of the Equipment as it pertains to the safety and security of the general public, the Licensee shall have unobstructed access to the Common Elements and Site twenty four (24) hours per day, seven (7) days per week.

Early Termination: At any time during the Term and Extension Term (if applicable), the City shall have the right (but not the obligation) to terminate the Agreement without penalty upon giving written notice of such termination to the Licensor (the "Termination Notice"). The Termination Notice shall specify the termination date (the "Termination Date") which shall be not less than six (6) months after the Termination Notice is given.

Insurance: Comprehensive General Liability Insurance, not less than \$5,000,000.00 per occurrence.