

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

**TRACKING NO.: 2019-322**

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:	November 5, 2019, 2019	Phone No.:	416-392-1857

**Purpose**  
 To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "City") and Build Toronto Inc. ("Build Toronto"), to commence on November 4, 2019, to licence to Build Toronto (the "Licence") part of the property municipally described as 251 Esther Shiner Boulevard, Toronto, Ontario (the "Property") as shown highlighted in red in the sketch attached hereto as Appendix "A" (the "Licensed Area") for the purposes of completing the works described in Appendix "B" attached hereto and for ongoing soil, environmental, and hydrogeological investigations (collectively, the "Permitted Activities").

**Property**  
 See Appendix "A" attached hereto.

**Actions**  
 It is recommended that:  
 1. Authority be granted to enter into the Agreement with Build Toronto for access and use of the Licensed Area for the purposes of the Permitted Activities, for a term of not more than three (3) months (the "Term") commencing on November 4, 2019 and expiring on February 1, 2020, or on such later dates as the City may determine to be reasonable provided that the length of the Term shall not exceed three (3) months, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor.

**Financial Impact**  
 There are no financial implications resulting from this approval. Build Toronto is not required to pay a licence fee; however the City will be compensated for this access by receiving the results of testing for its use. Build Toronto will be responsible, at its sole expense, for all costs related to the use of the Property by Build Toronto and its representatives, and for the costs of preparation of any test results or reports.  
 The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

**Comments**  
 Build Toronto requires access to the environmental, geotechnical and hydrogeological investigations for the Property.

**Terms**  
 See Appendix "C" attached hereto.

<b>Property Details</b>	<b>Ward:</b>	Ward 17 – Don Valley North
	<b>Assessment Roll No.:</b>	1908-11-3-010-00600
	<b>Approximate Size:</b>	Irregular
	<b>Approximate Area:</b>	46,417.4 m <sup>2</sup> ± ( 499,633.2 ft <sup>2</sup> ±)
	<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 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"/> (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 six (6) months, including licences for environmental assessments and/or testing, etc.
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. <b>Delegated to a more senior position.</b>	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <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:	Shelley Carroll				Councillor:					
Contact Name:	Tom Gleason				Contact Name:					
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	no objections November 5, 2019				Comments:					
<b>Consultation with Divisions and/or Agencies</b>										
Division:					Division:	Financial Planning				
Contact Name:					Contact Name:	Filisha Jenkins				
Comments:					Comments:	concurr November 4, 2019				
<b>Legal Division Contact</b>										
Contact Name:	Stefan Radovanovich (2-8060) November 5, 2019									

DAF Tracking No.: 2019-322	Date	Signature
Concurred with by: Manager, Real Estate Services	Nov. 5, 2019	Signed by Daran Somas
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <input checked="" type="checkbox"/> Approved by: Melanie Hale-Carter	Nov. 5, 2019	Signed by Melanie Hale-Carter
<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, 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").

Appendix "A"

Description of the Property and Licensed Area

Municipal Address of Property:

251 Esther Shiner Boulevard, Toronto, Ontario

Legal Description of Property:

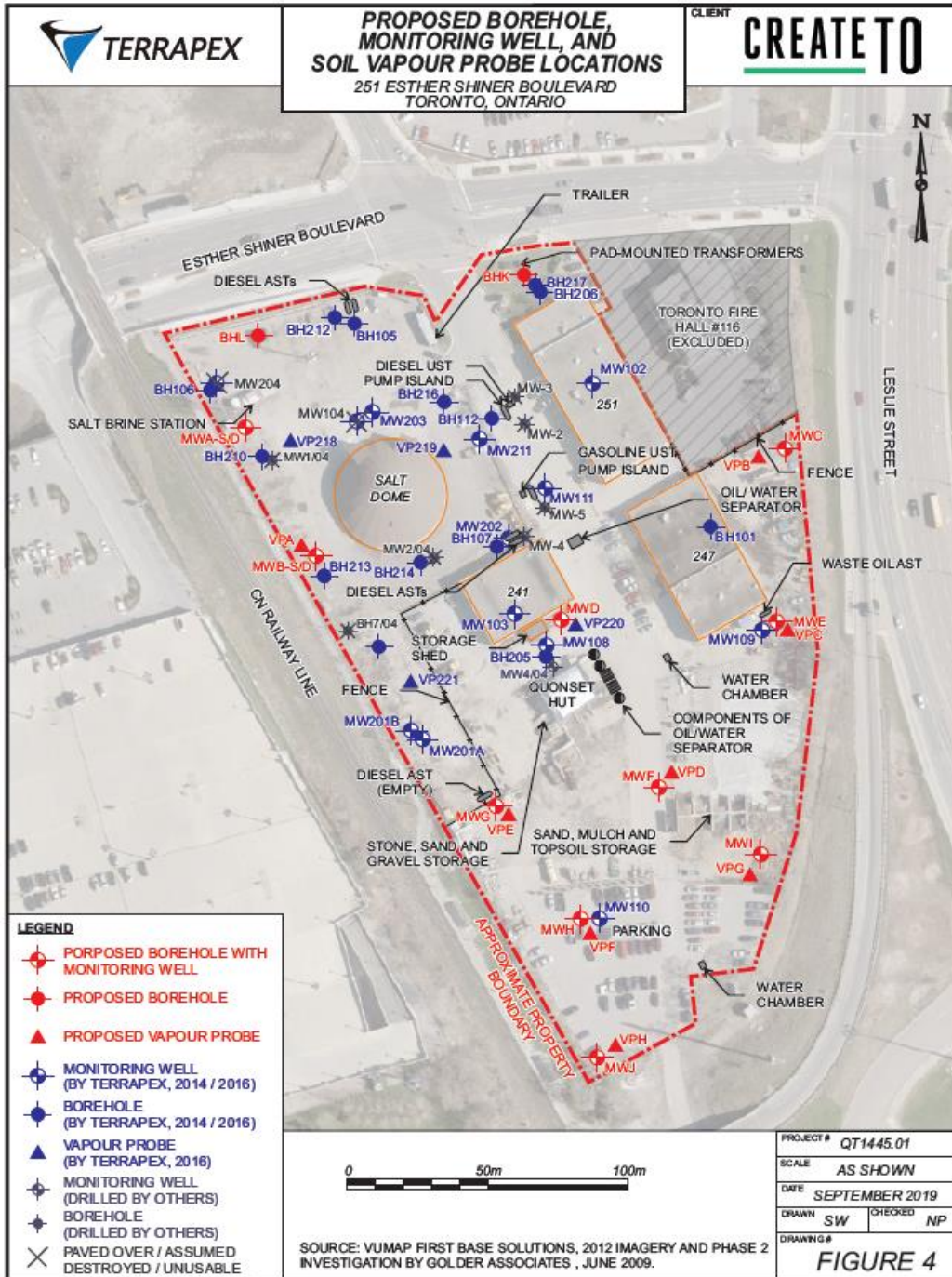
PT LT 14-15 CON 2 EYS TWP OF YORK AS IN NY56205, PARTS 1-14 64R2792, PARTS 1 & 2 64R8472 CLOSED BY NY800568 & NY458892 W OF NY651357 EXCEPT PARTS 2, 3 & 5 64R14900; S/T NY658165; S/T NY808199, TB8831; TORONTO (IN YORK), CITY OF TORONTO

Sketch of the Licensed Area:



Appendix "B"

Scope of Proposed Work



- A Site visit will be conducted prior to any drilling activities to support the Phase One ESA update and confirm the PCAs and APECs for the Site.
- Monitoring activities will be conducted to confirm if the existing monitoring wells and soil vapour probes are accessible and able to be sampled in conjunction with the Site visit.
- All accessible monitoring wells will be sampled to confirm the groundwater quality at the Site prior to drilling.
- **Landshark Locates** will be retained to conduct private locates at the Site.
- Each proposed borehole location will be scanned in advance of drilling to confirm utility clearance.
- The boreholes will be drilled using a CME 75 drill rig equipped with hollow stem augers and split spoon samplers – approximate depths (22 m below ground surface),
- The subcontractor who will be conducting the drilling will be **Pontil Drilling Services Inc.** based out of Mount Albert, Ontario.
- Following the completion of the drilling, Terrapex will conduct monitoring and groundwater sampling activities on the newly installed wells within a week of drilling completion
- Six monitoring events are required to support the hydrogeological investigation for the Site. The events will be spaced two weeks apart and will likely extend into January 2020.

**Appendix "C"****Terms and Conditions**

The Agreement will include the following terms and conditions, as appropriate and such other terms and conditions as may be approved by the Director of Real Estate Services (the "Director"):

1. The term of the License shall be for a period of three (3) months consecutively beginning on November 4<sup>th</sup>, 2019 and extending on February 1<sup>st</sup>, 2020, upon at least forty-eight (48) hours' notice.
2. At any time during the Term and any extension thereof, Build Toronto and the City shall each have the right (but not the obligation) to terminate the Licence, in their respective sole discretion, upon giving thirty (30) days' prior written notice thereof to the other party. If such notice is given, the License shall terminate, and Build Toronto shall resort the Licensed Area to its original condition in accordance with the restoration provision provided in paragraph 9 of this Appendix "C".
3. Any access during the Term shall be mutually arranged upon at least forty-eight (48) hours' prior notice, and the Permitted Activities shall be undertaken in such time and manner to minimize disruptions to the adjacent City operations;
4. Build Toronto will be responsible, at its sole expense, for all costs related to the use of the Licensed Area by Build Toronto, its agents, consultants, contractors and any other party as may be carrying out the Permitted Activities and whom the Licensee permits to have access to the Licensed Area as approved in advance by the Director, and for the costs of preparation of any test results or reports;
5. Build Toronto shall at all times indemnify and save harmless the City, its councilors, directors, elected or appointed officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property including, without restriction, employees, agents and property of the City, its officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns or of the Licensee, directly or indirectly arising out of or resulting from or sustained as a result of either the Licensee's or its agents, consultants or contractors' activities pursuant to the Licence granted herein.
6. Build Toronto shall, prior to the start of any work, deliver to the City a copy of a signed certificate of insurance evidencing that Build Toronto's environmental consultants (or such other environmental consultant as may be carrying out the Permitted Activities and who is acceptable to the Director, acting reasonably), has obtained a policy of insurance for the conduct of the Permitted Activities on the Licensed Area, providing coverage, including (but not limited to) environmental liability coverage, bodily injury and property damage, in an amount of not less than \$10,000,000.00 per occurrence. The Commercial General Liability policy to be obtained by such consultant(s) shall name the City as an additional insured, provide cross-liability coverage and waiver of subrogation, and contain a clause providing that the Licensee's environmental consultant shall not change or cancel the insurance during the Term of this Licence.
7. Build Toronto shall provide the City with copies of any and all reports provided to it upon completion any work related to the Permitted Activities. The reports shall be addressed to Build Toronto and the City and shall be accompanied by authorization from Build Toronto and the qualified consultant preparing the test results and reports permitting the City to use them for any purpose, determined by the City in its sole discretion. Build Toronto shall ensure that any such report(s) remain confidential and are not disclosed to any person or party for any purpose whatsoever, except to The Ministry of the Environment, Conservation and Parks (Ontario) where required by law, without the prior written consent of the City.
8. Upon the expiry or earlier termination of the License, Build Toronto shall immediately remove from the Licensed Area all fixture(s), equipment, structures and debris it has caused to be introduced onto or into the Licensed Area (other than monitoring wells and ancillary equipment, which shall be permitted to remain until the City requires them to be removed by the Build Toronto at its sole expense), and shall restore the Licensed Area, to the extent practicable, to its original condition immediately prior to the Licensee's occupancy, at the Licensee's sole cost and expense, all to the satisfaction of the Director, acting reasonably.