

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

TRACKING NO.: 2019-333

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:	Blendian Stefani/ Kathie Capizzano	Division:	Real Estate Services
Date Prepared:	December 17, 2019	Phone No.:	(416) 397-7481 / 392-4825

Purpose	To obtain authority to enter into a licence agreement with the Toronto Waterfront Revitalization Corporation, now known as Waterfront Toronto (WT), to permit access to City-owned property north of Lakeshore Blvd E and west of the Don River to complete tree removals and related activities as part of the Port Lands Flood Protection project for approximately two months (the Licence Agreement).		
Property	A portion of the lands municipally known as 572 and 586 Lake Shore Blvd East and other lands north of Lake Shore Blvd E and west of the Don River, being part of PINs 21077-0100 (LT), 21077-0103 (LT), 21077-0151 (LT), and 21077-0149 (LT), shown as Parts 1, 4, 7 and 8 on Appendix B (Parts 1 and 4 further detailed on Appendix C) (the Licensed Area).		
Actions	It is recommended that: 1. Authority be granted to enter into the Licence Agreement with WT, substantially on the major terms and conditions set out in Appendix A and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	There are no financial implications resulting from this approval. WT will be responsible at its sole expense for all operating costs related to the use of the Licensed Area. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.		
Comments	<p>City Council, by approval of EX18.3 on November 8, 2016 directed staff to identify funding for the City's one-third share of the balance of the projected Port Lands Flood Protection Project (the Project) cost, after receiving the findings of the Port Lands Flood Protection due diligence review. In May of 2018, the City then entered into a Tri-Government Contribution Agreement with WT, for the Project. As part of the Project, a Sediment Debris Management Area (SDMA) will be located on a portion of the property at 520/572/586 Lake Shore Blvd East. Regular sediment and debris removal is required to maintain safe navigation and flood protection through the river channel.</p> <p>WT must remove all trees and shrubs from the Licensed Area in order to prepare it for the construction of the SDMA facility. The tree removal must be completed before March, 2020, so that it doesn't conflict with the migrating bird nesting period.</p> <p>At present, Parts 1, 2, 3 & 4 on Appendix C, are being occupied by South Centre Inc. An arrangement was entered into whereby South Central Inc. will vacate the areas at various times, in order to give them additional time to remove their equipment. Parts 1 and 4 are required by January 1, 2020 in order to allow WT to enter onto the property. The Licence Agreement, in respect of Parts 1 and 4, is conditional on South Central Inc. having vacated those areas, and WT will not be permitted to access those areas unless and until the City provides the WT with notice in writing of the lands being vacated.</p>		
Terms	See Appendix A		

Property Details	Ward:	10 – Spadina-Fort York
	Assessment Roll No.:	Part of 19 04 071 130 001 00 & 19 04 071 130 004 05
	Approximate Size:	Irregular
	Approximate Area:	23,622.9 square meters (254,274.8 square feet)
	Other Information:	N/A

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:</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 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.</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 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:	Joe Cressy (Ward 10)			Councillor:	
Contact Name:	Tom Davidson, Director, Waterfront Initiatives			Contact Name:	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Other
Comments:	No objections December 17, 2019			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Waterfront Secretariat			Division:	Financial Planning
Contact Name:	Stephen McKenna/Brett Howell			Contact Name:	Filisha Jenkins
Comments:	Consent			Comments:	No objections
Legal Division Contact					
Contact Name:	Charlene Farrugia				

DAF Tracking No.: 2019-333	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	Dec. 19, 2019	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter	Dec. 19, 2019	Signed by Melanie Hale-Carter
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: 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 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.
- (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").

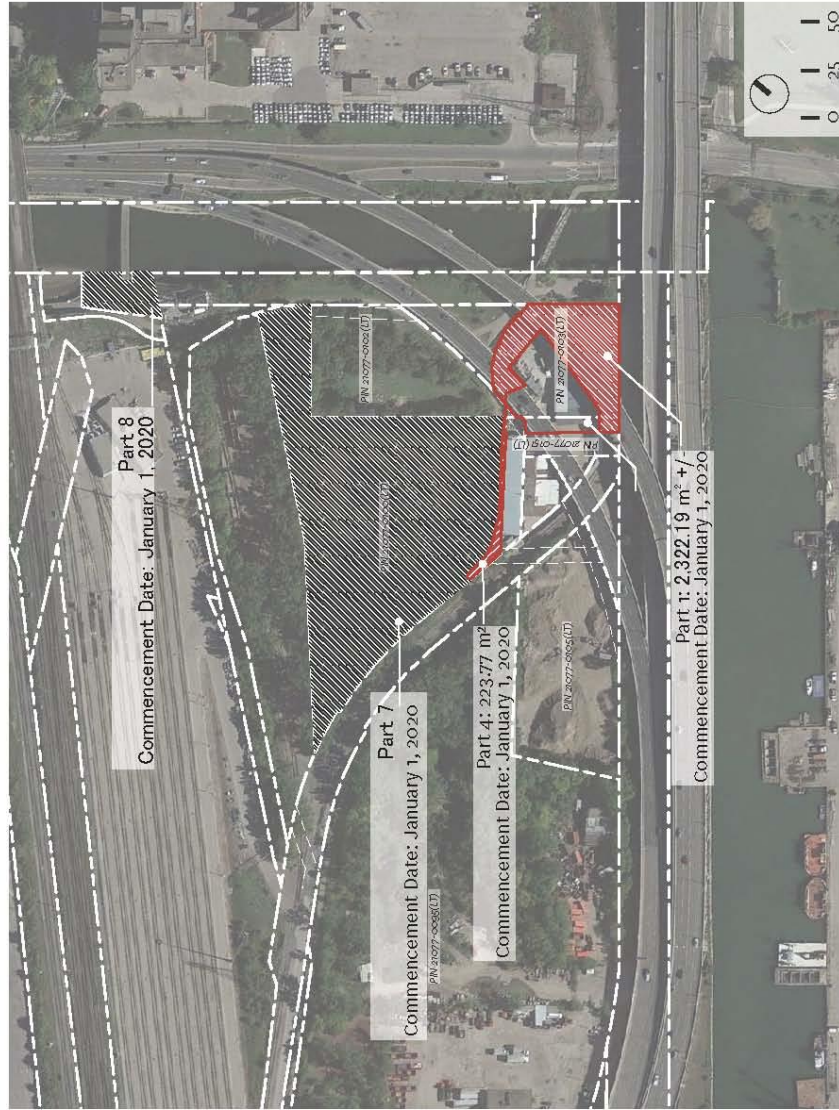
APPENDIX A

Major Terms and Conditions



- Licensor: City of Toronto
- Licensee: Toronto Waterfront Revitalization Corporation
- Term: Commencing on the later of January 1, 2020 and the date of the Licence Agreement, and expiring on February 29, 2020.
- Renewal Option: N/A
- License Fee: \$2.00.
- Use of Lands: (a) remove all trees and shrubs from the Licensed Area in order to prepare the area for the construction of flood protection structures;
(b) establish an access route on Part 1 on Appendix B and C, including re-asphalting if necessary; and
(c) fence and secure portions of the Licensed Area as may be necessary to carry out the work described in (a) and (b) above.
- Other Terms & Conditions: 1. With respect to Parts 1 and 4 on Appendix C, the Licence is conditional on South Central Inc. vacating that area and WT receiving notice in writing from the City of same.
2. Either the City or WT shall have the right to terminate the Licence, upon giving forty eight (48) hours written notice.
3. WT will release and indemnify the City, its councilors, directors, elected or appointed officials, officers, employees, consultants, contractors, representatives, agents, successors and assigns, or any of them (collectively, the City's Representatives) 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 the City's Representatives or their 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 the activities of either the Licensee or its agents, consultants and contractors.
4. Prior to the commencement of the Term, the Licensee agrees to purchase and maintain, or cause to be maintained, and kept in force, at its sole cost and expense, throughout the Term of this Agreement, the following policies of insurance:
- (a) Commercial General Liability Insurance for \$5,000,000 per occurrence for bodily injury and property damage resulting from any one occurrence and which extends to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Completed Operations Coverage, Employer's and/or Contingent Employer's Liability; and Non-Owned Automobile Liability. The policy shall include a Cross Liability and Severability of Interest Clause and shall name the City as an additional insured;
 - (b) Contractor's Pollution Liability with a minimal limit of \$1,000,000.00;
 - (c) Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used on the Licensed Area;
 - (d) Contractors Equipment Insurance; and
 - (e) Any such other insurance as the City, acting reasonably, may require.

APPENDIX B

SDMA - Properties

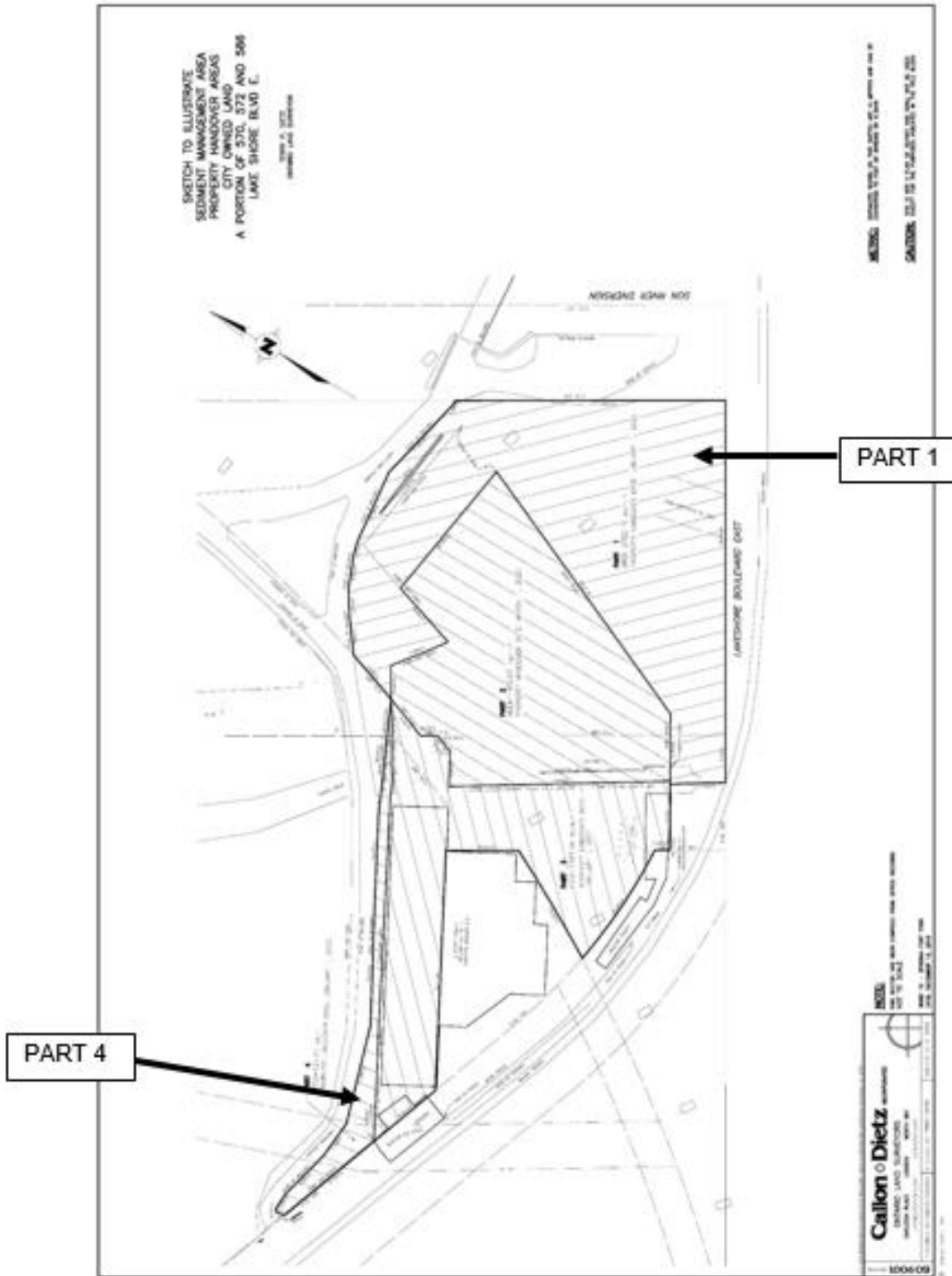


LEGEND

-  Tree Removal and Site Preparation Area
-  Tree Removal and Site Preparation Area

APPENDIX C

Details of Part 1 and 4



APPENDIX D

Location Map

