

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

TRACKING NO.: 2019-340

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:	Allan Mak	Division:	Real Estate Services
Date Prepared:	November 22, 2019	Phone No.:	416-392-8159

Purpose	To obtain authority for the City of Toronto (the " City ") to enter into a licence agreement (the " Agreement ") with 346 Davenport (Yorkville) Developments Limited (the " Licensee ") for the purpose of completing non-invasive inspections of the City's building and property at 348 Davenport Road. These non-invasive inspections will enable the Licensee to complete a pre-construction survey of the City's building and structural review of the roof of the City's building.
Property	The property municipally known as 348 Davenport Road, Toronto, Ontario, legally described as Parcel 22-1, Section M52; Part Lot 22, Plan M52, Toronto, being Part 1 on Reference Plan 66R-15261, together with a right of way over Part 2 on Reference Plan 66R-15261, as identified in the maps attached hereto as Appendix " B " – Location of Subject Property (the " Property "). The Licensee will have access to the interior of the building located on the Property (the " Building ") and such access routes and other areas of the Property as is approved by the City (the " Licensed Area ").
Actions	1. Authority be granted for the City to enter into the Agreement with the Licensee for the Licensed Area, substantially on the terms and conditions outlined in Appendix " A " and on such other or amended terms and conditions as may be acceptable to the Director of Real Estate Services and in a form satisfactory to the City Solicitor.
Financial Impact	<p>There is no financial impact resulting from this approval as the Agreement is for nominal consideration. The City will be reimbursed in full by the Licensee for work the City will undertake under the Agreement to facilitate the Licensee's structural review of the roof of the Building (the "Ceiling Works"). The Ceiling Works are currently estimated to cost \$4,271.70 (inclusive of HST).</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The Licensee intends to construct a 9-storey residential development at 342-346 Davenport Road which includes one retail space at grade.</p> <p>The Licensee has requested access to the Licensed Area to conduct non-invasive inspections of the Building and property at 348 Davenport Road. These non-invasive inspections will enable the Licensee to complete a pre-construction survey of the Building for the purposes of its development at 342-346 Davenport Road. The Licensee will also undertake a structural review of the roof of the Building to assess the impact of the Licensee's development on the snow loading capacity of the roof of the Building. The City will be reimbursed in full by the Licensee for the cost of the Ceiling Works, which will involve removing portions of the ceiling finish beneath the roof and disposing of such ceiling finish materials; installing drywall to replace the removed ceiling finish materials; painting the ceiling; and completing a general construction clear of those areas of the Building impacted by this work.</p> <p>The terms and conditions of the Agreement have been determined to be fair and reasonable.</p>
Terms	See Appendix " A " – Major Terms & Conditions on Page 4.

Property Details	Ward:	Ward 11 – University-Rosedale
	Assessment Roll No.:	19 04 052 440 010 00
	Approximate Size:	N/A
	Approximate Area:	N/A
	Other Information:	N/A

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:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<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:	Delegated to a more senior position.	Delegated to a more senior position.
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:	Delegated to a more senior position.	<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 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 checked="" 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.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
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.
	Delegated to a more senior position.	<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:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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:	Mike Layton – Ward 11 – University-Rosedale					Councillor:			
Contact Name:	Heather Leger, Senior Advisor, Constituency and Planning					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No Concerns (11/26/2019)					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Shelter, Support & Housing Administration					Division:	Financial Planning		
Contact Name:	Sarah Carino / Loretta Ramadhin					Contact Name:	Filisha Jenkins		
Comments:	No Concerns (11/26/2019)					Comments:	No Concerns (11/26/2019)		
Legal Division Contact									
Contact Name:	Seija Molema								

DAF Tracking No.: 2019-340	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Dec. 2, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Dec. 6, 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, 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 & Conditions

- Licensor:** City of Toronto
- Licensee:** 346 Davenport (Yorkville) Developments Limited
- Licensed Area:** The Licensee will have access to the interior of the Building and such access routes and other areas of the City's land as is approved by the City.
- Licence Fee:** No Licence Fee is payable in respect of this Agreement.
- Term:** The term of the Agreement shall be no more than five (5) days in duration, which days: (a) can be consecutive but are not required to be consecutive; (b) shall occur no earlier than November 25, 2019 and no later than April 24, 2020; and (c) shall occur on dates to be mutually agreed upon by the City and the Licensee but in any event no later than April 24, 2020.
- Use:** To conduct non-invasive inspections of the Licensed Premises. These non-invasive inspections will enable the Licensee to complete a pre-construction survey of the Building and a structural review of the roof of the Building.
- Insurance:** Wrap Up Liability Insurance which has inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy shall include a Cross Liability and Severability of Interest Clause and shall name the City as an additional insured.
- Restoration:** Upon the expiry or earlier termination of the Agreement, the Licensee shall remove all its chattels, equipment and other property from the Licensed Area. This obligation shall survive for a period of six (6) months following the expiry or earlier termination of the Agreement.
- Other Terms:** The Licensee shall deliver a copy of the pre-construction survey (and all attachments thereto) from a professional engineer generated by the Licensee's Use no later than April 24, 2020.
- The Licensee shall deliver to the City a certified cheque or bank draft in the amount of Five Thousand Dollars (\$5,000.00) as security for the Licensee's obligation to reimburse the City for the cost of the Ceiling Works (the "**Security**"). Once the Licensee has reimbursed the City, the City will return the Security to the Licensee.

Appendix "B" – Location of Subject Property

