

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

**TRACKING NO.: 2020-058**

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:	Kathie Capizzano	Division:	Real Estate Services
Date Prepared:	March 2, 2020	Phone No.:	392-4825

<b>Purpose</b>	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 preconstruction activities as part of the Port Lands Flood Protection project (the Licence Agreement).
<b>Property</b>	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, 8, 9 and 10 on Appendix B, except parts 1A and 1B on Appendix C (the Licenced Area)
<b>Actions</b>	It is recommended that:  1. Authority be granted to enter into the Licence Agreement with WT for nominal consideration, 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.
<b>Financial Impact</b>	There are no financial implications resulting from this approval. Waterfront Toronto 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.
<b>Comments</b>	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.  As authorized by DAF 2019-333, on December 20, 2019, the City granted a licence to WT for nominal consideration for a two month term over part of the Licensed Area to begin preparing the site for construction of the SDMA by removing trees and shrubs. WT has requested further access to the site to perform a variety of pre-construction activities over a period of four months before actual construction of the SDMA begins.  City staff intend to seek City Council authority in April or May to grant a licence to WT for nominal consideration to construct the SDMA over a period of several years.
<b>Terms</b>	See Appendix A

<b>Property Details</b>	<b>Ward:</b>	10 – Spadina-Fort York
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	Irregular
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	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 &amp; Parks &amp; 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><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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 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.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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		Memo		Other		
Comments:	No objections March 3, 2020					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 – March 3/20		
Legal Division Contact									
Contact Name:	Charlene Farrugia – March 3/20								

DAF Tracking No.: 2020-058	Date	Signature
Concurred with by:		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter	March 3, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Nick Simos	March 3, 2020	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 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

### Major Terms and Conditions

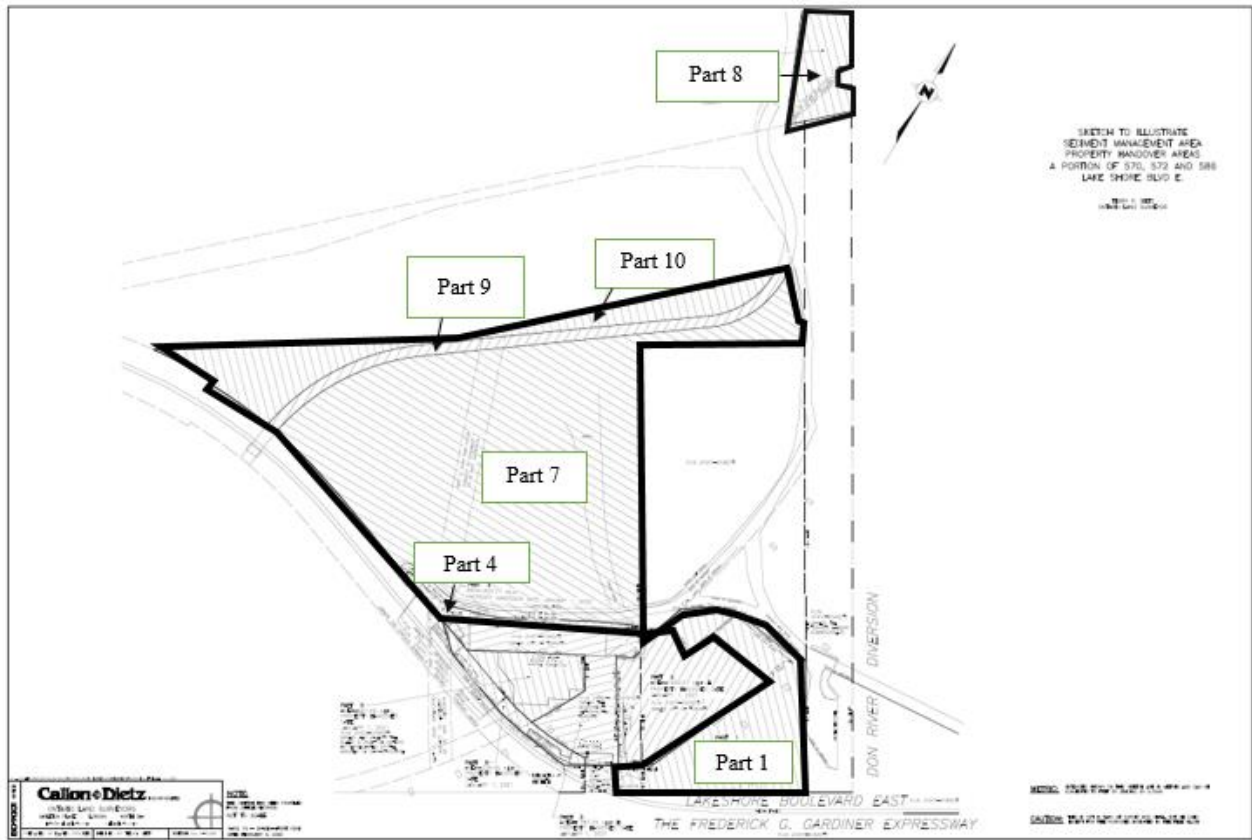
- Licensor: City of Toronto
- Licensee: Toronto Waterfront Revitalization Corporation (WT)
- Term: Commencing on March 1, 2020 to June 30, 2020
- Renewal Option: N/A
- License Fee: \$2.00.
- Use of Lands: Surveying; Geotechnical, environmental and hydrogeological testing; Designated substance assessment, building condition survey and subsurface utility assessment; Rerouting of the Lower Don River Trail, including the construction of the rerouted trail section, and removal of the original trail section; Swale installation for stockpiling and storm water management; Removal of all trees and shrubs; Stockpiling, vegetation grubbing and grading; Establishing an access route on the portion of the Licensed Area shown as Part 1 on Appendix B, including any necessary re-asphalting.
- Other Terms & Conditions:
1. WT shall not close or otherwise disrupt use of any portion of the Lower Don River Trail without first providing an alternative route satisfactory to the City's General Manager of Parks, Forestry and Recreation and the City's Executive Director of Engineering and Construction services.
  2. WT must identify and ascertain the location of and take all necessary steps to protect all underground services, utilities and/or structures that may exist on, under or adjacent to the Licensed Area, including a City watermain on the Licensed Area, to ensure that the utilities are not damaged and to carry out WT's work in an appropriate manner to protect the utilities and maintain the stability and safety of the Licensed Area. WT shall be responsible at its sole cost and expense, for any damage caused to the utilities by any act of omission of WT, or those for whom it is in law responsible.
  3. The City and its staff, employees, agents and contractors shall have the right, on at least forty-eight (48) hours' advance notice to WT, subject to coordination with WT or the applicable Constructor for health and safety purposes, which coordination will be facilitated promptly, or in the case of emergency or pressing urgency, as determined by the City, without any advance notice, provided WT is notified as soon as may be convenient thereafter, to enter on the Licensed Area at any time and from time to time as may be required, including, without limitation, for the purposes of maintenance, repair, operation and/or construction with or without all necessary or convenient vehicles, equipment and materials;
  4. WT will coordinate with the City to provide any access to the Licensed Area required by the City, and if deemed necessary by the City, upon at least five business days' notice, will demobilize from and vacate the Licensed Area or such portions thereof as the City may specify, including removal of all of its vehicles, equipment and materials, for such period as the City may specify;
  5. Either the City or WT shall have the right to terminate the Licence, upon giving forty eight (48) hours written notice.
  6. WT shall indemnify and save the City harmless from and against any and all manner of actions, claims, charges, costs, damages, demands, expenses, losses and any other proceedings whatsoever (including but not limited to those under or in connection with the Workplace Safety and Insurance Act, 1997 (Ontario) or Occupational Health and Safety Act (Ontario) or any successor legislation) 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, contractors or property of the City and/or WT directly or indirectly arising out of, resulting from or sustained as a result of WT's occupancy or use of the Licensed Area, any operation or work by WT or any WT's fixtures or chattels thereon.

7. WT hereby releases, waives and forever discharges the City and its officers, agents, servants, contractors, representatives, employees, elected and appointed officials, successors and assigns (collectively the "Released Persons") of and from any and all manner of claims, demands, damages, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to the person or any property of WT, the City or others howsoever caused, except to the extent caused by the negligence or willful misconduct of the Released Persons, which WT, its agents, contractors and invitees, may at any time hereafter have against any of the Released Persons arising or to arise by reason of the permission granted pursuant to this Agreement, the environmental condition of the Licensed Area, or any of the terms and conditions hereof.

8. WT agrees to purchase and maintain, or cause to be maintained, 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.

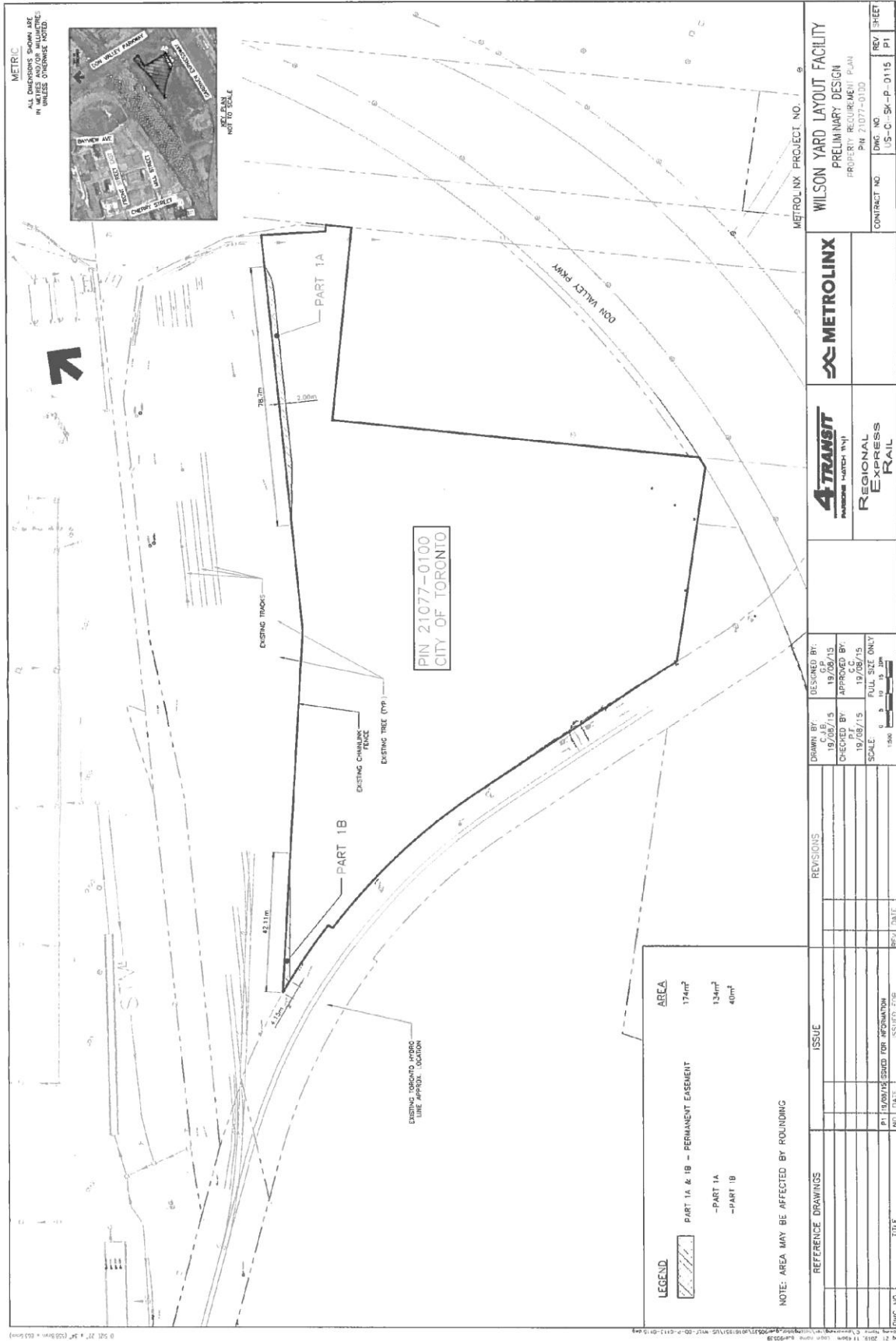
### APPENDIX B Licenced Area



Location of City's Watermain



APPENDIX C



# LOCATION MAP

