

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

TRACKING NO.: 2020-111

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Allan Mak	Division:	Corporate Real Estate Management
Date Prepared:	April 24, 2020	Phone No.:	416-392-8159

Purpose	To obtain authority to enter into a licence agreement with 346 Davenport (Yorkville) Developments Limited (the " Licensor ") with respect to the property municipally known as 342-346 Davenport Road, Toronto, for the purpose of completing wall repair works on the City's building and property at 348 Davenport Road (the " Licence Agreement "). The City's building is built to the lot line and these repairs are only possible through access provided by the neighbouring property.
Property	The property municipally known as 342-346 Davenport Road, Toronto, legally described as Lots 19, 20 and 21 Plan M52, subject to an easement as in AT4421593, City of Toronto, being all of PIN 21217-0272 (LT) (the " Property ") as identified in the maps attached hereto as Appendix " B " – Location of Subject Property. The City will have access to an area along the City's property along with an access point (the " Licensed Area "), as shown in the sketch attached hereto as Appendix " C " – Sketch of Licensed Area.
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensor, substantially on the major terms and conditions set out in Appendix " A ", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The City will not be required to pay a licence fee if its repair work is completed by May 18, 2020. If the City's work will extend past May 18, 2020, and the Licensor provides notice that it will not be exercising its early termination rights (as set out in Appendix "A") and provides the City with notice of the same, the City will pay a licence fee of \$1,000.00 per day, (plus HST) from and including the date notice is given until the expiry of the term (collectively, the "Licence Fee").</p> <p>The maximum licence fee and maximum total cost payable by the City over the term of thirty nine (39) days for the Licence Agreement (if applicable) is \$17,299.20 (net of HST recoveries).</p> <p>Funding is available in the 2020-2029 Council Approved Capital Budget and Plan for Shelter, Support and Housing Administration (SSHA) under capital account CHS044-02.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The south elevation wall for the City's building located at 348 Davenport Road has been assessed to be in fair-to-poor condition, with exposed concrete masonry blocks exhibiting signs of deterioration, cracking, and debonding. Due to the wall's condition, the City has observed water penetration within the building.</p> <p>As the City building's south elevation is at the lot line, the City must obtain an access agreement to complete wall repairs from the neighbouring property. The Licence Agreement will allow the City to complete required south elevation wall repair works and any incidental repairs to mitigate the conditions described above and prevent any further water penetration into the City's building. This will also prevent the buildup of moisture-related issues such as mould and poor air quality.</p> <p>The proposed Licence Fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix " A " – Major Terms & Conditions on Page 4.

Property Details	Ward:	Ward 11 – University-Rosedale
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	222.97 m ² (2,400.00 ft ²)
	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/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<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 more senior positions.	Delegated to more senior positions.
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 more senior positions.	<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 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 checked="" 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 more senior positions.	<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 more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to more senior positions.	<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 the 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	X	E-Mail	Memo	Other
Comments:	No Objections (April 23, 2020)			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Shelter, Support & Housing Administration			Division:	Financial Planning
Contact Name:	Loretta Ramadhin			Contact Name:	Filisha Jenkins
Comments:	No Concerns (April 23, 2020)			Comments:	No Concerns (April 24, 2020)
Legal Division Contact					
Contact Name:	Seija Molema (April 24, 2020)				

DAF Tracking No.: 2020-111	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	April 24 th , 2020	Signed By: Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	April 24 th , 2020	Signed By: Alison Folosea

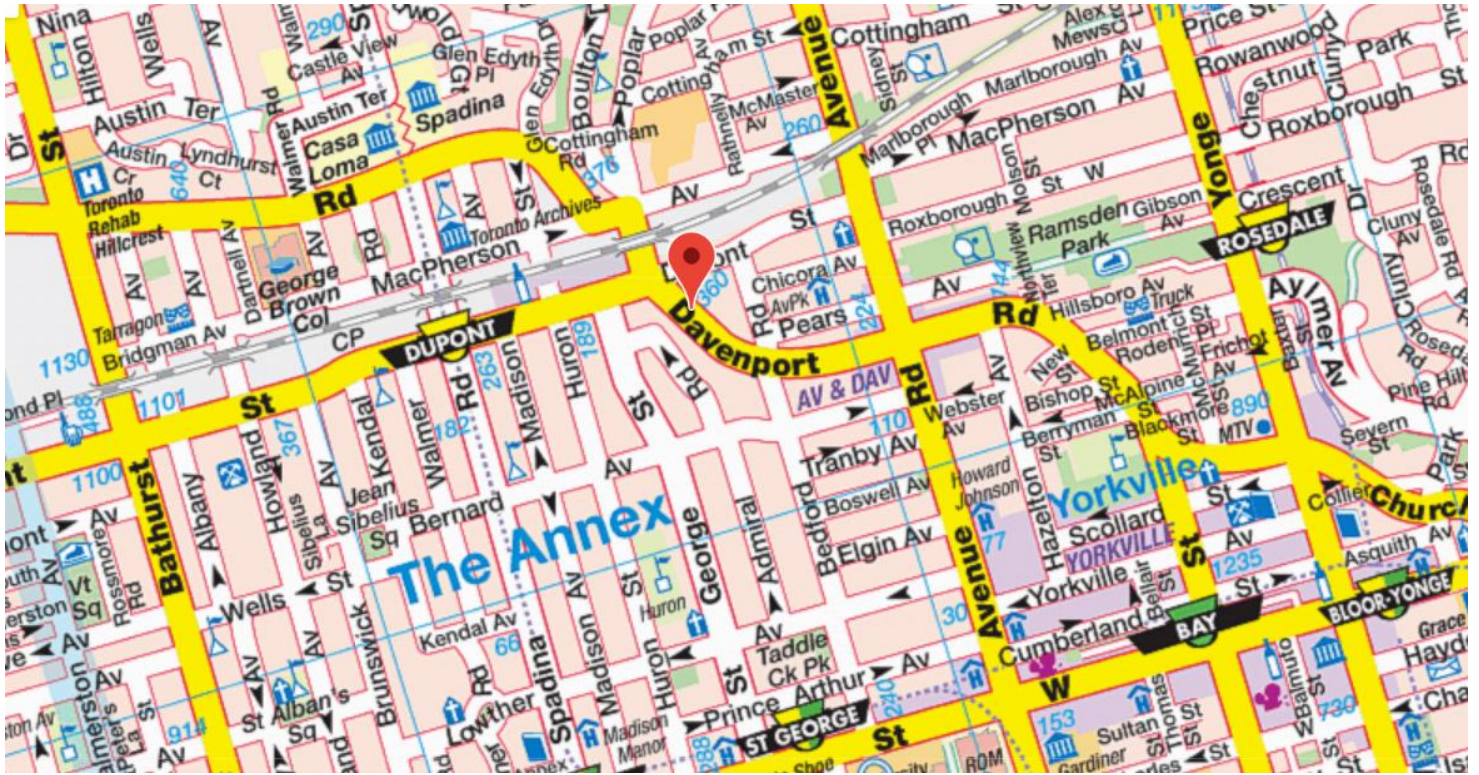
General Conditions ("GC")

- (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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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").

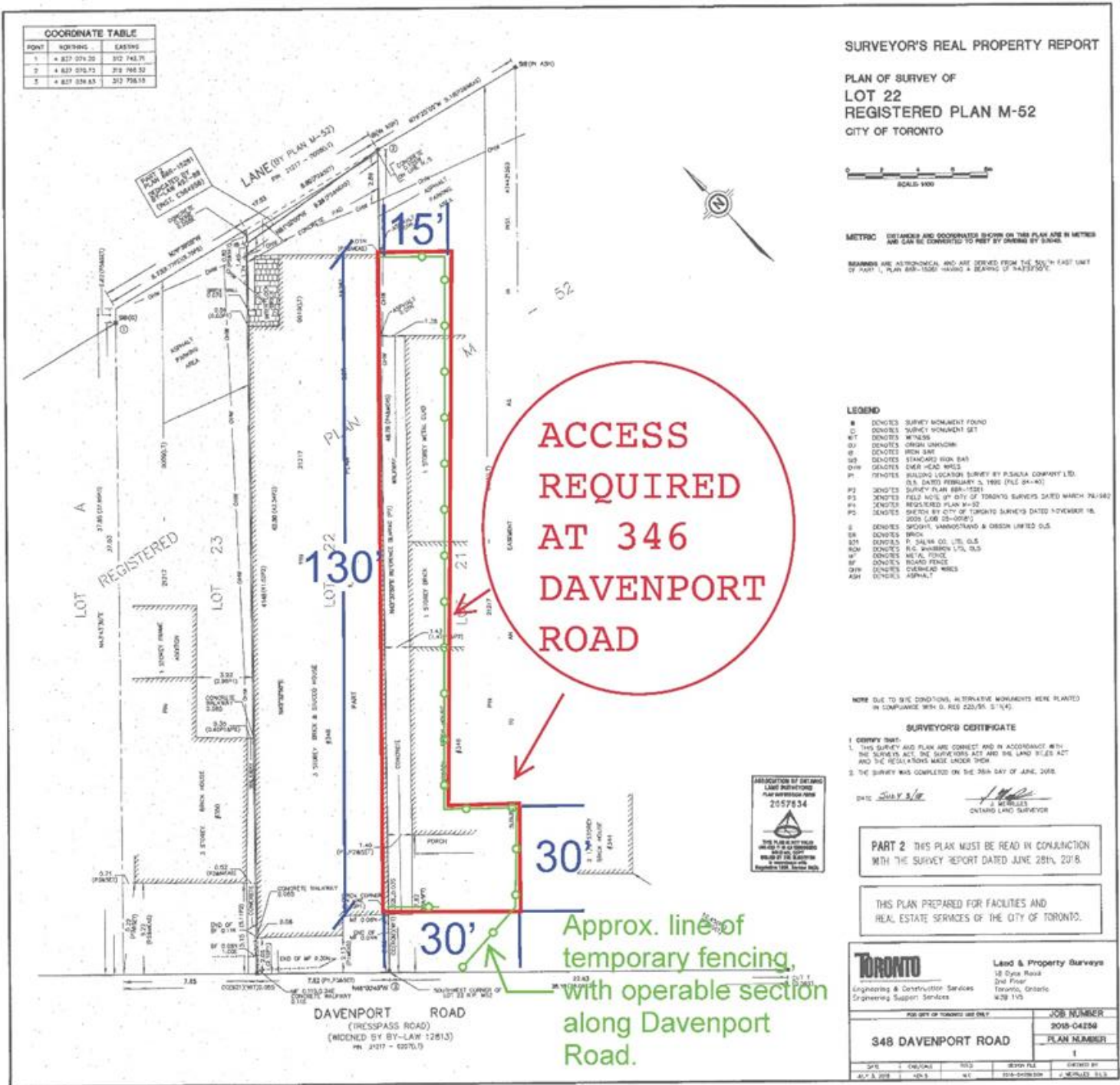
Appendix "A" – Major Terms & Conditions

- Licensor:** 346 Davenport (Yorkville) Developments Limited
- Licensee:** City of Toronto
- Licensed Area:** Approximately 2,400.00 square feet as shown in Appendix "C" – Sketch of Licensed Area
- Use:** To complete repairs on the south wall of the City's building at 348 Davenport Road and performing any work incidental thereto (the "**Work**").
- Term:** The term of the Licence (the "**Term**") shall be no more than thirty nine (39) days in duration, and shall commence upon April 27, 2020. The Term shall expire at 11:59 p.m. on the day the Work is completed, as completion is determined in the sole discretion of the City, provided that in any event the Term shall expire not later than 11:59 p.m. on June 4, 2020.
- Release and Indemnity:** The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising directly out of the carrying out of the Work upon the Licensed Area by the City and its representatives during the Term, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor. The City's obligation shall extend to damage to the Licensor's dewatering equipment and wells, which the City expressly acknowledges is within the Licensed Area.
- The City shall fully indemnify and save harmless the Licensor against and from all liens which may bind the Property resulting directly or indirectly from any act or omission of the City's Representatives, including claims under the Construction Act or any successor legislation related to any work performed by or at the direct or indirect request of the City's Representatives at the Licensed Area, and shall at its own expense see to the removal from the registered title to the Licensed Area and/or surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified in writing by the Licensor to do so, failing which the Licensor may see to such removal at the City's expense and the City covenants that it shall pay to the Licensor, the Licensor's reasonable expenses and all attendant costs in relation thereto.
- Termination Rights:** At any time on or after May 19, 2020, the Licensor shall have the right to terminate the Licence Agreement by providing forty-eight (48) hours' written notice to the City once: (i) the dewatering process is complete; and (ii) the Licensor has all required permits in hand to commence construction activities (the "**Termination Rights**").
- Licence Fee:** In the event that the Licensor chooses not to exercise its Termination Rights and provides the City with forty-eight (48) hours' written notice of its decision, the City agrees to pay to the Licensor a licence fee of One Thousand Dollars (\$1,000.00), plus HST, per day for each remaining day of the Term commencing on the date of receipt of notice of the Licensor's decision not to terminate and to require Licence Fee payment.
- Insurance:** The City, at all times during the Term, shall maintain at its own expense Comprehensive General Liability insurance, including contractual liability on an occurrence basis, against claims for personal or bodily injury, death, or property damage, and which amount shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence.
- Restoration:** Upon the expiry or earlier termination of the Agreement, the City shall remove all equipment and debris it brought upon the Licensed Area in connection with this Licence, and shall restore the Licensed Area as close as is practicable to its original condition at the City's sole cost and expense.
- Rules and Regulations:** The City shall observe and shall cause its representatives to observe such reasonable rules and regulations as may be implemented by the Licensor in relation to the Licensed Area, which shall be delivered to the City by the Licensor.

Appendix "B" – Location of Subject Property



Appendix "C" – Sketch of Licensed Area



**ACCESS
REQUIRED
AT 346
DAVENPORT
ROAD**

**Approx. line of
temporary fencing,
with operable section
along Davenport
Road.**