

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

TRACKING NO.: 2020-091

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Trixy Pugh	Division:	Corporate Real Estate Management
Date Prepared:	March 25, 2021	Phone No.:	(416) 392-8160

Purpose To obtain authority and enter into a licence agreement with the Manufacturers Life Insurance Company (the "Licensor") with respect to the property municipally known as 5650 Yonge Street, Toronto for the purpose of providing Toronto Transit Commission ("TTC") with continued use of certain parts of the rooftop to install, operate and store its communication antennae equipment (the "Agreement").

Property Part of the property municipally known as 5650 Yonge Street, Toronto, legally described as: Parcel 19-2, Section B2419; Part of Lot 21, Concession 1 West of Yonge; Part of Lots 19 to 25 on Plan 2419; Part of Lots 1 and 2 on Plan 3454 being Part 1 on 66R-14178 save and except Parts 1, 6, 8, 9, 10, 12, 14 to 19 on 66R-14935; subject to and together with easements as in D46133; Township of York/North York, City of Toronto, being part of PIN 10141-0302 (LT), (the "Property"), as shown on the Location Map in Appendix "A".

Actions 1. Authority be granted to enter into the 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 TTC will pay a total sum of \$19,805.50 (plus HST), or \$20,154.08 (net of HST recoveries) for the initial five (5) year term. Should TTC exercise its options to extend, the rents would be based at the then current market rates.

Fiscal Year	Term/Period	Licence Fee (excluding HST)	Licence Fee (net of HST recoveries)
2020	June 1, 2020 - May 31, 2021	\$3,656.40	\$3,720.75
2021	June 1, 2021 - May 31, 2022	\$3,656.40	\$3,720.75
2022	June 1, 2022 - May 31, 2023	\$3,656.40	\$3,720.75
2023	June 1, 2023 - May 31, 2024	\$3,656.40	\$3,720.75
2024	June 1, 2024 - May 31, 2025	\$3,656.40	\$3,720.75
2025	January 1, 2025 - May 31, 2025	\$1,523.50	\$1,550.31

Funding is available in the 2021 – 2030 Council Approved Capital Budget and Plan for the TTC under Capital Account CTT110-1 – Other Buildings and Structures Projects.

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.

Comments The TTC and Licensor entered into a licence agreement dated April 24, 2012 for the use of rooftop space at the Property to accommodate TTC's communication network. The licence was extended on December 23, 2016 for a further five year term. The TTC, as an agent of the City of Toronto, and the Licensor has agreed to enter into a new licence agreement for the continued use of the Property.

Terms See Appendix "A"

Property Details	Ward:	18 - Willowdale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	4.6 m ² ± (49 ft ² ±)
	Other Information:	Rooftop antenna

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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 more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" 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 more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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 more senior positions.</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/Estoppel Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions</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 each position 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.

Pre-Condition to Approval

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	John Filion	Councillor:	
Contact Name:	Mark Strifler	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Objections (March 22, 2021)	Comments:	

Consultation with Divisions and/or Agencies

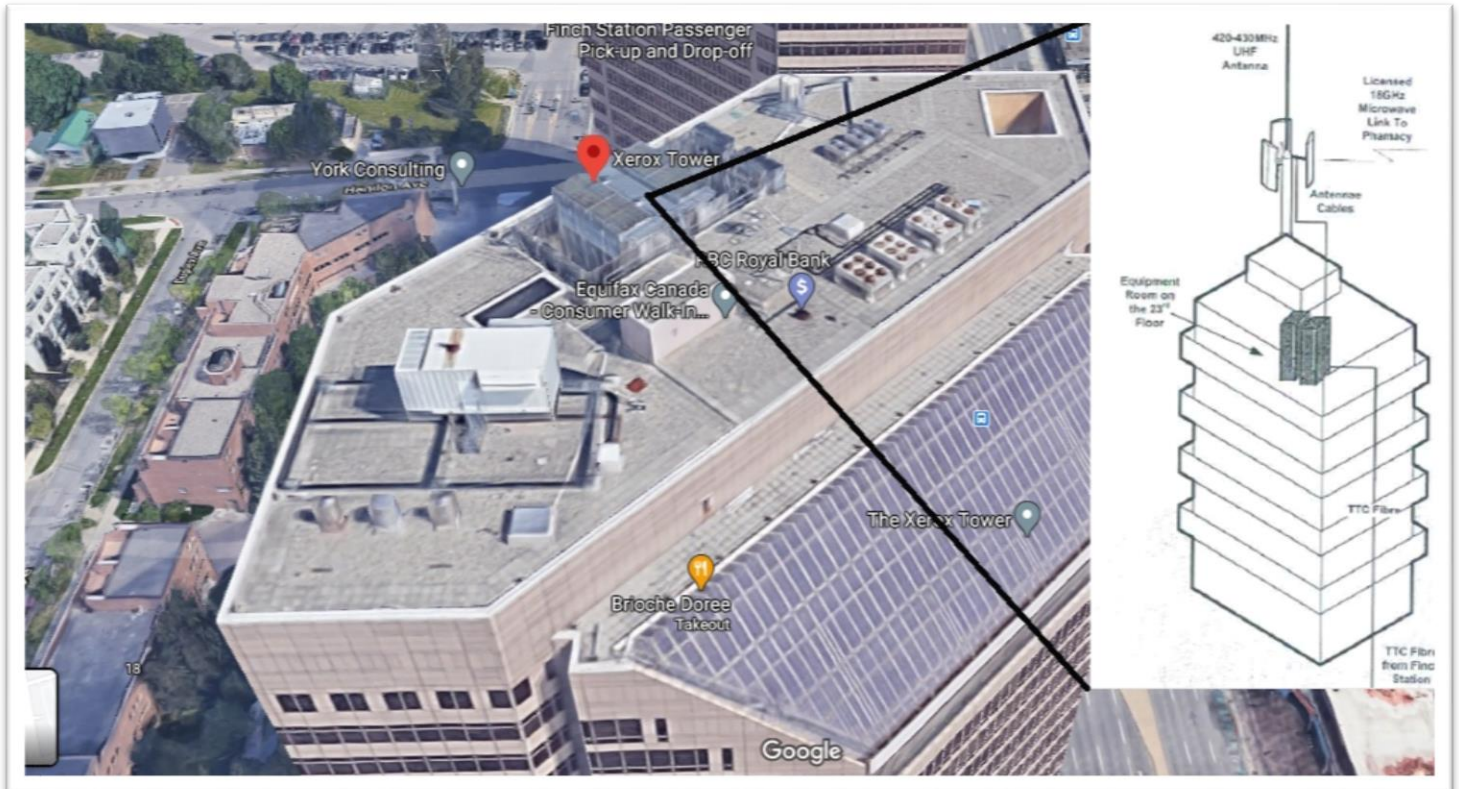
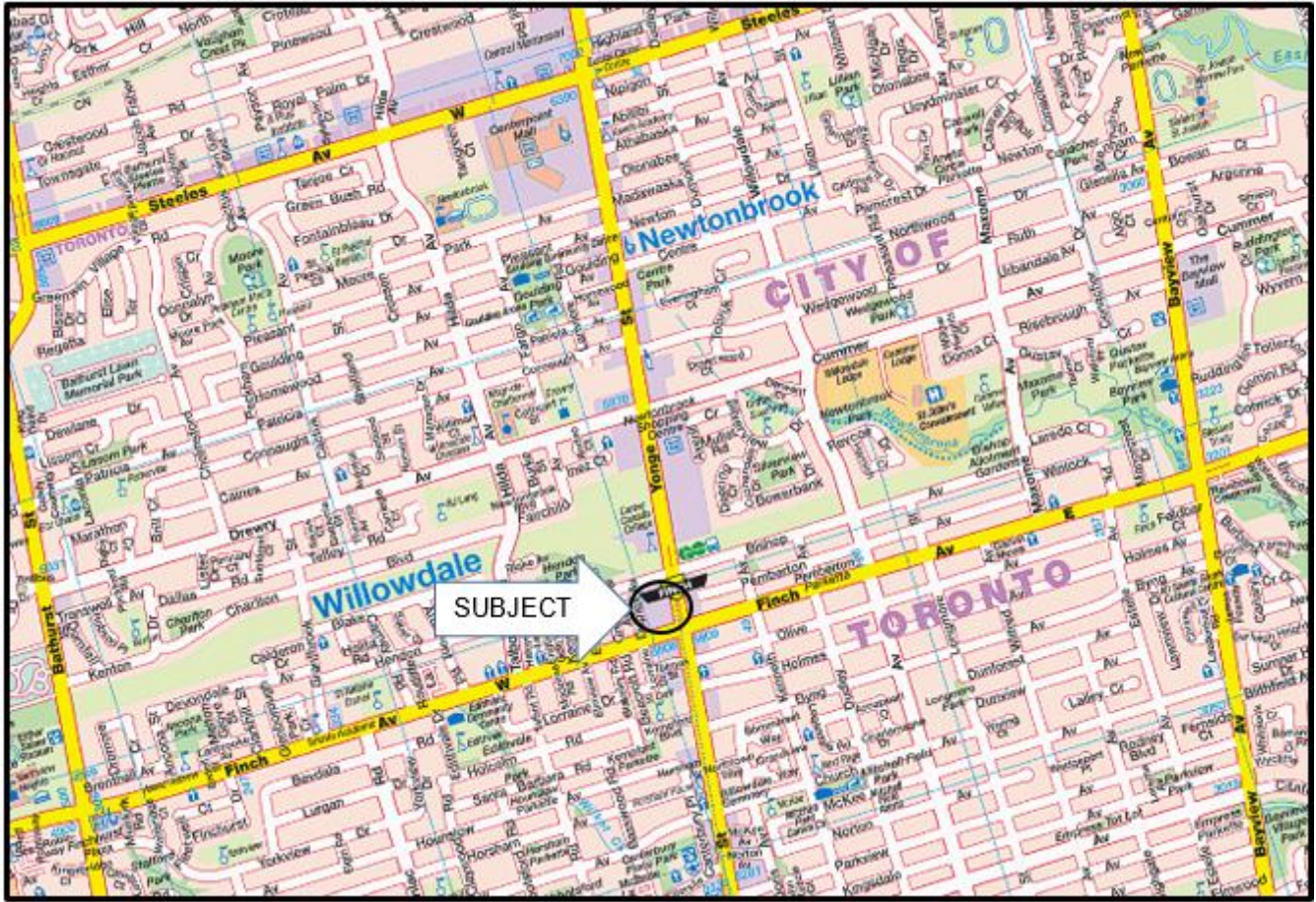
Division:	TTC	Division:	Financial Planning
Contact Name:	Duane Lovelace	Contact Name:	Patricia Libardo
Comments:	Incorporated into DAF (March 11, 2021)	Comments:	Incorporated into DAF (March 24, 2021)

Legal Services Division Contact

Contact Name: Emily Ng (March 23, 2021)

DAF Tracking No.: 2020-091	Date	Signature
Concurred with by: Manager, Real Estate Services Alex Schuler	Mar. 26, 2021	Signed by Alexander Schuler
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Mar. 26, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Appendix "A": Location Map & Sketch of Equipment Area



Terms	<p>Term: Five (5) years, commencing June 1, 2020, with two options to extend for a period of five (5) years each. The fees for the additional terms would be based at the then current market rates</p> <p>Annual Fee: \$3,656.40 (plus HST)</p> <p>Insurance: During the Term of this Agreement and any renewals thereof, the City shall keep in full force and effect commercial general liability insurance, which has inclusive limits of not less than \$5,000,000.00 per occurrence, against claims for personal injury, bodily injury including death, and property damage or loss, with respect to the City's use and occupation of the Licensed Area. Such insurance shall name the Licensor as an additional insured under the policy.</p> <p>Alterations:</p> <p>The City shall not make any alterations and / or improvements to the Equipment in the Equipment Area during the Term without obtaining the prior written consent of the Licensor, such consent shall not be unreasonably withheld or delayed. The Licensor may, acting reasonably, require the City, at its sole expense, to modify the anchoring devices for the Equipment to minimize the risk of damage.</p> <p>The City shall not make any alterations and / or improvements to Storage Area during the Term without obtaining the prior written consent of the Licensor, such consent shall not be unreasonably withheld or delayed. All improvements in the Storage Area shall immediately upon their placement be and become property of the Licensor without compensation to the City. Notwithstanding the foregoing, all equipment installed in the Storage Area by, or on behalf of, the City that is required for the operation of the Equipment shall remain property of the City. The Licensor may require the City to remove its equipment from the Storage Area at the expiry or earlier termination of this Agreement.</p> <p>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 the City's Representatives during the Term, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor.</p>
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