

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2015-103

<input checked="" type="checkbox"/> Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010. City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010.			
<input type="checkbox"/> Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.			
Prepared By:	Yaz Rabadi	Division:	Real Estate Services
Date Prepared:	May 7, 2015	Phone No.:	392-8159
Purpose	To obtain authority to amend Delegated Approval Form ("DAF") 2015-018 to correct the definition of Limiting Distance Lands described in the section of DAF 2015-018 entitled "Property" and in Appendix "B" attached thereto. A copy of DAF 2015-018 is attached.		
Property	A portion of 405 Dufferin Street, legally described as part of Park Lot 28, Concession 1 From the Bay, Township of York, City of Toronto shown as Parts 3, 5 and 6 on the Reference Plan 66R-27947 (the "Easement Lands") and Parts 1, 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-27947 (the "Limiting Distance Lands")		
Actions	1. Authority be granted to amend DAF 2015-018 to describe the Limiting Distance Lands (the "LDA Lands") as Parts 1 through 7 inclusive on Reference Plan 66R-27947.		
Financial Impact	There is no financial impact.		
Comments	DAF 2015-018 incorrectly and inadvertently described the LDA Lands as only being Parts 1, 2, 4 and 7 on Plan 66R-27947. The correct description of the LDA Lands is Parts 1 through 7 inclusive, on Reference Plan 66R-27947.		
Terms	n/a		
Property Details	Ward:	18 – Davenport	
	Assessment Roll No.:	1904-04-2-300-00100	
	Approximate Size:	Irregular	
	Approximate Area:	Permanent Easement Lands: 52.9 m ² ± (569.41 ft ² ±)	LDA Lands: 338.1 m ² ± (3,639.28 ft ² ±)

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 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 ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 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/Licensors):	<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"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million; <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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<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/Cautions; <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.	<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/Cautions; <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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:	
<input type="checkbox"/>	1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
<input type="checkbox"/>	2. Expropriation Applications and Notices following Council approval of expropriation.
<input checked="" type="checkbox"/>	3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:	
<input type="checkbox"/>	Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)															
Councillor:	Councillor Ana Bailao					Councillor:									
Contact Name:	Liliana Custodio					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Councillor has no comments or concerns					Comments:									
Consultation with ABCDs															
Division:	Parks, Forestry & Recreation					Division:	Financial Planning								
Contact Name:	Jennifer Kowalski					Contact Name:	Ron Budhu / Kenneth Quan								
Comments:	Approve of maintenance/liability conditiions					Comments:	Approve of Financial Impact								
Legal Division Contact															
Contact Name:	Michele Desimone – May 7, 2015														

DAF Tracking No.: DAF-2015-103	Date	Signature
Recommended by: Manager: Tasse Karakolis		
<input type="checkbox"/> Recommended by: Director of Real Estate Services <input checked="" type="checkbox"/> Approved by: Joe Casali	May 14, 2015	Joe Casali
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli		

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (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.
- (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 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, 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 leasing matters (**A.9 and A.10**) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law such use.

Appendix "B" – Main Terms and Conditions

Permanent Easement

Lands:

Part of Park Lot 28, Concession 1 From The Bay, designated as Parts 3, 5 and 6 on Reference Plan 66R-27947, City of Toronto

Terms:

1. The consideration for the Permanent Easement shall be the sum of \$46,256.00 (plus HST, if applicable) to be paid by 11 Peel Ave. Inc. to the City.
2. The easement shall be for the purpose only of (i) creating a pedestrian access path to and from (a) the commercial units constructed upon 11 Peel Avenue and (b) an emergency exit from the underground parking garage to the closest public road allowance and (ii) and to enable an exterior door to open outward onto adjacent City-owned property.
3. 11 Peel Ave. Inc. (the "Grantee") shall be solely responsible for all costs and expenses incurred in inspecting, maintaining, repairing and reconstructing the pedestrian access path comprising the Permanent Easement, including any requirements which may be contained in a Certificate of Property Use issued by the Ministry of the Environment, which expenses shall include any expenses incurred by the City in consequence of a Certificate of Property Use or any order or directive issued by the Ministry of the Environment respecting the lands comprising the Permanent Easement.
4. The Grantee shall be solely responsible for repairing any adjoining City lands damaged by work conducted by or on behalf of the Grantee.
5. 11 Peel Ave Inc. shall obtain and maintain, and provide the City with evidence thereof, comprehensive general liability insurance covering its activities on the Permanent Easement. Such coverage shall include coverage for property damage, and a cross-liability/severability clause and shall be in an amount of not less than \$5,000,000 per occurrence.
6. The Grantee shall release and indemnify the City from any and all claims, demands, damages, losses, costs (including the costs of their respective solicitors of defending any such claims), charges, proceeds and actions (including those under or in connection with the *Workplace Safety and Insurance Act* or any successor legislation) which may be suffered, sustained or incurred arising from or as a result of the acts or omissions of the Grantee, its agents, servants, workers, employees, consultants or contractors or those others for whom at law each of them is responsible, or arising from or as a result of the exercise of the rights granted, or from any breach by the Grantee of its obligations under the grant of easement or relating to the construction and/or maintenance of the pedestrian access path or the Grantee's occupation or entry on lands comprising the Permanent Easement, howsoever caused or occurring, save and except to the extent that any claim arises out of or results from the willful misconduct or gross negligence of the City or those for whom in law the City is responsible.

Limiting Distance Agreement

Lands:

The lands subject to the Limiting Distance Agreement are legally described as Part of Park Lot 28, Concession 1 From The Bay, designated as Parts 1, 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-27947

Terms:

1. The consideration for entering into a Limiting Distance Agreement with 11 Peel Ave. Inc. is the sum of \$144,744.00 to be paid to the City by 11 Peel Ave. Inc.
2. The City will agree not to construct any building or structure on the lands identified in the Limiting Distance Agreement.