

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

TRACKING NO.: 2017-172

- 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 (Confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- 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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	June14th 2017	Phone No.:	2-1167

Purpose	To seek authority to enter into a Permission to Enter Agreement (the "Agreement") with Eva Nemeth (the "owner") in order to undertake environmental analyses and other due diligence relating to the City's potential acquisition of the property municipally known as 1230-1234 Weston Road in Toronto. (Shown on Schedule "A" attached hereto).
Property	The property is situated in Ward 11- York South Weston. The property includes a two-story privately run daycare facility that has been abandoned for some time. It is situated on lands consisting of approximately 0.39 acres 17,165 square feet. The remainder of the site is largely covered by sodded grass being a former enclosed playground, along with some paved parking areas as shown on Schedule "A" attached hereto. The subject property to be acquired by the City is legally described on Page 4 and is referred to as the "Property" herein.
Actions	It is recommended that: <ol style="list-style-type: none"> authority be granted for the City to enter into the Agreement with the Eva Nemeth; the City Solicitor be authorized to negotiate, settle and amend the Agreement on behalf of the City, as required, including amending any dates under the Agreement and amending and waiving terms and conditions, such terms as she considers reasonable; in accordance with the delegated authority cited herein, the Director of Real Estate Services be authorized and directed to take necessary action to give effect thereto, including the payment of all monies and execution of any and all agreements and documents ancillary to the Agreement; and the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	There is no financial impact resulting from this approval. The Licence will be granted for nominal consideration of one dollar (\$1.00) which will be funded from cost centre FA0112. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	1230-1234 Weston Road, is a site required for a new child care centre needed in the area to replace the existing Hollis Early Learning and Child Care Centre (ELCCC) directly operated by the City and located at 1 Hollis Street ("1 Hollis Street"). 1 Hollis Street has been purchased by Metrolinx for the purpose of the Eglington Crosstown LRT. The fee simple acquisition of 1230-1234 Weston Road is required for the construction and development of a new replacement child care centre in Ward 11 – South Weston, as demand for child care continues to exist in the community. 1230-1234 Weston Road is the most logical permanent replacement for 1 Hollis Street, as it is already vacant and had previously been used as daycare in the past. It is the intention of the City to acquire the Lands, demolish the existing structures and remediate the site to current environmental standards. The size and location of the Lands for a new replacement Child Care Centre is suitable in order to provide the families in this neighbourhood with much needed access to daycare.
Terms	See Page 4

Property Details	Ward:	Ward 11 – York South Weston
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	0.39 acers ± (17,165 ft ² ±)
	Other Information:	

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 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/Licensor):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation 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.
12. Easements (City as Grantee):	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
14. Miscellaneous:	<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).	Delegated to a less senior position.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<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:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him or her.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)									
Councillor:					Councillor:				
Contact Name:					Contact Name:				
Contacted by:					Contacted by:				
<input type="checkbox"/> Phone <input type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input checked="" type="checkbox"/> Other					<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other				
Comments:					Comments:				
Consultation with ABCDs									
Division:					Division:				
Toronto Early Learning & Child Services					Financial Planning				
Contact Name:					Contact Name:				
Anne Longair					Filisha Jenkins				
Comments:					Comments:				
Concurs					Concurs				
Legal Division Contact									
Contact Name:					Lisa Davies (27270)				
DAF Tracking No.: 2017- 172					Date		Signature		
Recommended by: Manager					June 16 th 2017		Signed By: Tim Park		
<input type="checkbox"/> Recommended by: Director of Real Estate Services <input type="checkbox"/> Approved by: Joe Casali					June 21 st 2017		Signed By: 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 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 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 **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.
- (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 designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

1230-1234 Weston Road – DAF Tracking No.: 2017-172

TERMS

- Licensor:** Eva Nemeth ("the Owner")
- Property:** Part Lot 1, Plan 2017 Township of York; Part Lot 2 Plan 2017 Township of York; Part Lot 3 Plan 2017 Township of York as in TB267889, TB268175 except CY187301; Toronto (York), City being all of PIN 010509-0173 (LT)
- Structures:** The main building is of brick and cinder block construction. The property portion also includes paved parking and playground areas, grassed playing fields and other gravel areas. The entire property is approximately 1,603 m² (17,225 ft²) of land, as shown on Appendix "A"
- Term:**
- (1) The term of the *Licence* (the "*Term*") shall be a period of three (3) months commencing on the execution of the Licence Agreement by the City (the "*Commencement Date*") and expiring three (3) months thereafter.
 - (2) During the *Term*, the City shall have the right to perform the *Work* between the hours of 7:00 a.m. and 7:00 p.m. Mondays to Fridays, both inclusive, and between the hours of 9:00 a.m. and 7:00 p.m. on Saturdays and Sundays, unless otherwise mutually arranged between the Licensor and the City, upon at least 48 hours notice.
 - (3) During the *Term*, the City shall have access to the *Licensed Premises* only when the City necessarily requires access to the *Licensed Premises* itself to carry out the *Work*, provided such time is acceptable to the Licensor, and within the time periods as described in subsection (2) above.

The City agrees that during the term to:

- (a) it will use the *Licensed Area* only for the purpose of the *Work*;
- (b) it will carry out the *Work* at the City's sole expense;
- (c) it will maintain the *Licensed Area*, at its sole cost and expense, in a clean and tidy condition to the extent of the condition existing immediately prior to the *Commencement Date*, except as required to carry out the *Work*;
- (d) it will use reasonable efforts not to interfere with the Licensor's access to and use of the *Licensed Area*, and it will use reasonable efforts to minimize disturbance to the normal usage of any adjoining property; and
- (e) it will comply, at its sole expense, with all Federal, Provincial and Municipal laws, by-laws, rules, codes and regulations affecting the *Licensed Area* and/or its operation and use by the City and those authorized by or under the City, and shall obtain any necessary permits and licences that may be required for the City's intended use of the *Licensed Area*.
- (f) Upon expiry or termination of this *Licence* for any reason whatsoever, 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, considering the *Work* carried, to its original condition immediately prior to the *Commencement Date*, at the City's sole cost and expense.

RELEASE AND INDEMNITY

- (1) 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 wilful misconduct of the Licensor.

APPENDIX "B" Location Map

