

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

TRACKING NO.: 2017-048

- 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:	Jin Han	Division:	Real Estate Services
Date Prepared:	May 15, 2017	Phone No.:	(416) 338-1297

Purpose
To obtain authority to enter into Licence Agreements (collectively the "Agreements") with the following registered owners and tenants (collectively the "Licensors") at the following properties to access City manholes situate on adjacent properties. The manholes require rehabilitation as part of the Highland Sanitary Trunk Sewer Rehabilitation Project (the "Project"), for a period of one (1) year.

Property
The properties through which access is required (collectively the "Properties") and their corresponding Licensors are as follows:

Properties	Licensors
1960 Ellesmere Road, Scarborough, ON M1H 2V9	1960 Ellesmere Holdings Ltd.
2030 Ellesmere Road, Scarborough, ON M1H 2V6	Forest Wood Estates Ltd. and 774751 Ontario Ltd.

- Actions**
- The City enter into the Agreements with the above Licensors for intermittent entry on the Properties at any time throughout a term of approximately one (1) year commencing upon seven (7) calendar days' notice by the City or its contractors, on the terms and conditions in Appendix "A" attached hereto, and on such other or amended terms as may be satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor;
 - The Chief Corporate Officer or designate shall administer and manage the Agreements including the provision of any amendments, consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction; and
 - The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
The total financial impact of licence fees to be paid by the City to the various Licensors is \$5,000.00 (plus HST) or \$5,080.00 (net of HST recovery). Funding is available in the 2017 Council Approved Capital Budget for Toronto Water under account CWW014-14-19. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments
Refer to Appendix "A" and "B" on page 4 and 5, respectively.

Terms
Refer to Appendix "A" and "B" on page 4 and 5, respectively.

Property Details	Ward:	38 – Scarborough Centre
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	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	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
10. Leases/Licences (City as Tenant/Licensee):	<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 six (6) months, including licences for environmental assessments and/or testing, etc.
11. Easements (City as Grantor):	<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"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation (including options/renewals) 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"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.
14. Miscellaneous:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	Delegated to a less senior position.
	<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"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<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).
	<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:	Glenn De Baeremaeker (38)					Councillor:			
Contact Name:	Gwen Mackay (Ward 38)					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Proceed					Comments:			
Consultation with ABCDs									
Division:						Division:	Financial Planning		
Contact Name:						Contact Name:	Filisha Jenkins		
Comments:						Comments:	Proceed		
Legal Division Contact									
Contact Name:	Joanne Franco								
DAF Tracking No.: 2017-048					Date		Signature		
Recommended by: Manager, Leasing & Site Management					June/29/2017		Sgd.\ Wayne Duong		
<input type="checkbox"/>	Recommended		Director of Real Estate Services		Aug/4/2017		Sgd.\ Joe Casali		
<input checked="" type="checkbox"/>	Approved by:		Joe Casali						
<input type="checkbox"/>	Approved by:		Chief Corporate Officer				X		
			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.

Appendix "A" – General Terms and Conditions

Term:	One (1) year to commence on the execution date of the Agreement with 7 days' notice from the City or the contractor before accessing any of the Properties.
Consideration:	The total financial consideration to be paid by the City to the various Licensors is \$5,000.00 (plus HST) or \$5,080.00 (net of HST recovery). For greater specificity, considerations per individual property are set out under Appendix "B".
Insurance:	Liability insurance in the amount of \$5,000,000.00.
Use:	Access and/or parking in order to complete the rehabilitation of two (2) manholes situate on adjacent lands.
Restoration:	Contractors on behalf of the City will repair any damage made during access to the condition existing prior to their entry.
Comments:	<p>Engineering & Construction Services (Linear Underground Infrastructure) is delivering the Project in conjunction with Toronto Water (Water Infrastructure Management) with the purpose of rehabilitating two (2) manholes in Toronto.</p> <p>Access through the Properties is required in order to rehabilitate the manholes located on abutting City-owned or other lands. The rehabilitation work will include the cleaning of debris, repairing the inside of the manholes and replacing appurtenances, hence, maintaining the City's sewers and ensuring proper functionality.</p> <p>On an intermittent basis, it is anticipated that each manhole will require approximately one to four (1 to 4) weeks during the one (1) year period. Depending on the manhole, the City's contractors may or may not require parking during the days it is accessed. Since the Project involves repair work, which does not require drilling or blasting, it is anticipated that the noise level will be minimal.</p>

Appendix "B" -
Specific Terms and Conditions:

1) 1960 Ellesmere Road

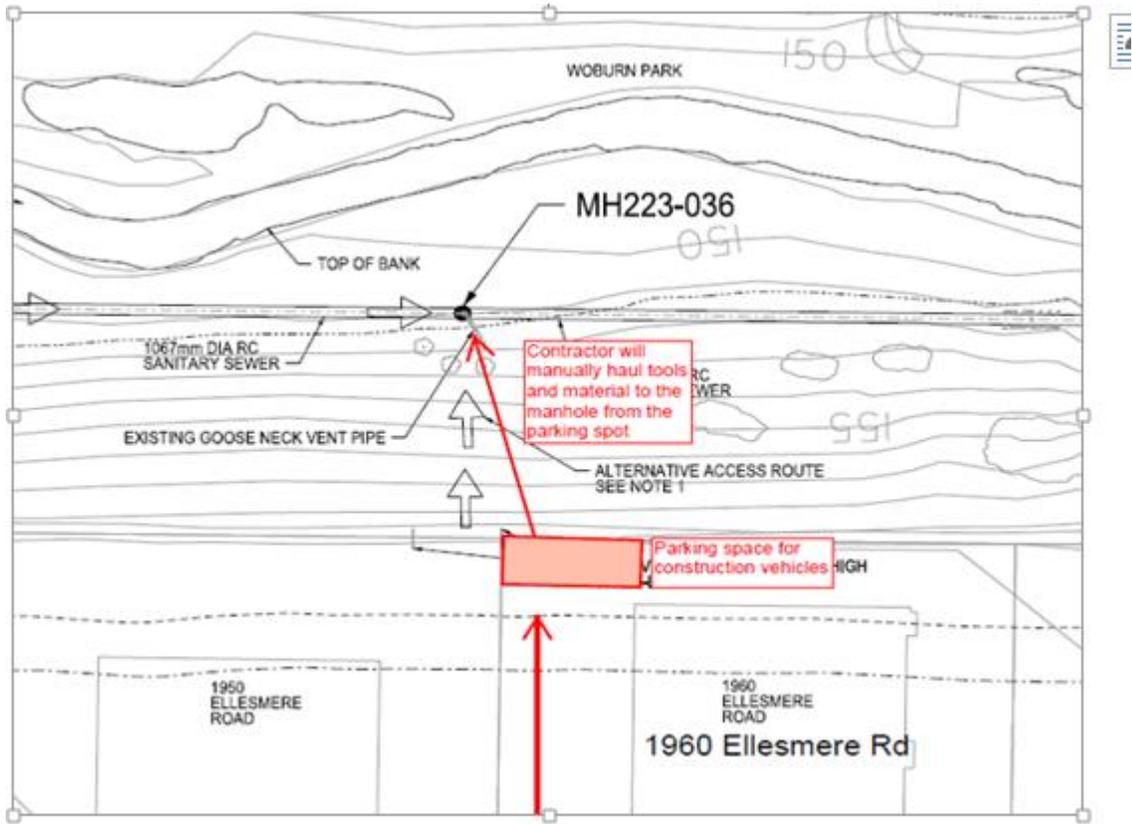
Licensor: 1960 Ellesmere Holdings Ltd.
Financial Impact: \$2,000.00, plus any applicable harmonized sales tax.
Access Use: Parking and access as shown in Appendix "C", attached hereto.
Other Conditions: Overnight parking not permitted unless the repair work is done at night. Minimal or no obstruction to traffic flow. Access to this premise agreed for only one (1) year.

2) 2030 Ellesmere Road

Licensor: Forest Wood Estates Ltd. and 774751 Ontario Ltd.
Financial Impact: \$3,000.00, plus any applicable harmonized sales tax.
Access Use: Parking and access as shown in Appendix "C", attached hereto.
Other Conditions: Overnight parking not permitted unless the repair work is done at night. Minimal or no obstruction to traffic flow. Access to this premise agreed for only one (1) year.

Appendix "C" - Locations Maps

1) 1960 Ellesmere Road



Appendix "C" - Locations Maps (continued)

2) 2030 Ellesmere Road

