

**DELEGATED APPROVAL FORM
CITY MANAGER
DEPUTY CITY MANAGER & CHIEF FINANCIAL OFFICER**

TRACKING NO.: 2017-158

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).

Prepared By:	Bruno Iozzo	Division:	Real Estate Services
Date Prepared:	June 8, 2017	Phone No.:	(416) 392-8151

Purpose
To obtain authority to acquire a fee simple ownership of 2 parcels of land as well as a temporary easement on 2 other parcels of land that form part of 2 Dunbloor Road, Toronto, for the proposed road widening construction project related to the Six Points Interchange Reconfiguration.

Property
Portions of the property municipally known as 2 Dunbloor Road, Toronto, legally described as Part of Lot 7, Concession A, Clergy Block, and Part of the Road Allowance Between Lot 15, First Meridian and Lot 7, Concession A, Clergy Block as Closed by EB283581 (A345673), Subject to EB301571 Etobicoke, City of Toronto, being part of PIN 07300-0001 LT, and shown as Parts 1-4 on Sketch No. PS-2016-001, attached as Appendix "A" (the "Property").

- Actions**
1. The Offer to Sell from Joseph Albanese Limited (the "Vendor") to sell Parts 1 and 2 of the Property be accepted and the City to enter into an Easement Agreement with the Vendor over Parts 3 and 4 of the Property, substantially on the terms outlined herein and on such other or amended terms and conditions as may be acceptable to the Chief Corporate Officer ("CCO") and in a form satisfactory to the City Solicitor.
 2. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as the City Solicitor considers reasonable.
 3. The CCO or designate shall administer and manage the agreements including the provision of any consents, approvals, waivers, notices, and notices of termination provided that the CCO may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction.
 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
The following costs will be incurred by the City in connection with the acquisition of the Property:

1. Purchase Price = \$1,084,637.70 (plus applicable taxes)
2. Temporary Easement = Maximum of \$390,390.00 (plus applicable taxes) if all 4 options are exercised
3. Land Transfer Tax (Provincial) = \$25,975.55 (if all 4 options to extend are exercised)
4. Reimbursement of Vendor's Legal Fees = Maximum of \$7,500.00 (plus applicable taxes)
5. Registration Costs = \$200.00 (plus applicable taxes)

Funding for these costs (totaling approximately \$1,508,703.25, plus applicable taxes or \$1,534,799.26 net of HST recoveries) is available in the 2017 Council Approved Capital Budget of the Facilities, Real Estate, Environment & Energy (FREEE) Division under capital account CCA226-01 (Strategic Property Acquisitions).

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments
Over the next several years, the "Etobicoke Centre" area will develop as the urban focal point for the western part of the City of Toronto. It is one of the four centres where a concentration of workers and residents will be encouraged to create significant economic activity. The existing configuration of the Six Points Interchange has been identified as a significant barrier to development in this area and to the realization of the vision for the Etobicoke Centre district. Plans for the intensification in the area have been studied extensively over the past several years. Many policies have been adopted over that time that have led to the proposed reconfiguration of the Six Points Interchange. The City's Transportation Services Division has identified the Property as required lands for public highway purposes in the Etobicoke Centre district. The Property was identified in the Six Points Interchange Reconfiguration Strategy. The acquisition of the Property will enable the City to proceed with the proposed reconfiguration and expansion of the existing roads in the area, permitting the removal of multiple street ramps that take up significant space in the area. Its acquisition is vital to the proposed Six Points Interchange redevelopment project given its strategic location.

Terms
See Appendix "B" for Terms and Conditions

Property Details	Ward:	5 – Etobicoke-Lakeshore
	Assessment Roll No.:	1919021041001000000
	Approximate Size:	N/A
	Approximate Area:	652.5 m ² (land acquisition) + 1,013.8 m ² (temporary easement)
	Other Information:	N/A

A.	Deputy City Manager & Chief Financial Officer has approval authority for:	City Manager has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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: N/A</p> <p>9. Leases/Licences (City as Landlord/Licensor):</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>(a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p>(b) Releases/Discharges;</p> <p>(c) Surrenders/Abandonments;</p> <p>(d) Enforcements/Terminations;</p> <p>(e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p>(f) Objections/Waivers/Cautions;</p> <p>(g) Notices of Lease and Sublease;</p> <p>(h) Consent to regulatory applications by City, as owner;</p> <p>(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p>(j) Documentation relating to Land Titles applications;</p> <p>(k) Correcting/Quit Claim Transfer/Deeds.</p>	<p><input checked="" type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million;</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><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 \$3 Million).</p> <p>Delegated to a less senior position.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million;</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><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 \$5 Million).</p> <p>Delegated to a less senior position.</p>

B. City Manager and Deputy Manager & Chief Financial Officer each has signing authority on behalf of the City for:
<p><input checked="" type="checkbox"/> Documents required to implement the delegated approval exercised by him or her.</p>

Consultation with Councillor(s)															
Councillor:	Justin Di Ciano					Councillor:									
Contact Name:	Mary L. Campbell – Executive Assistant					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No concerns					Comments:									
Consultation with ABCDs															
Division:	Engineering & Construction Services					Division:	Financial Planning								
Contact Name:	Sarmad Al-Douri					Contact Name:	Filisha Jenkins								
Comments:	Requires lands to complete construction project					Comments:	Revisions included								
Legal Division Contact															
Contact Name:	Shirley Chow														

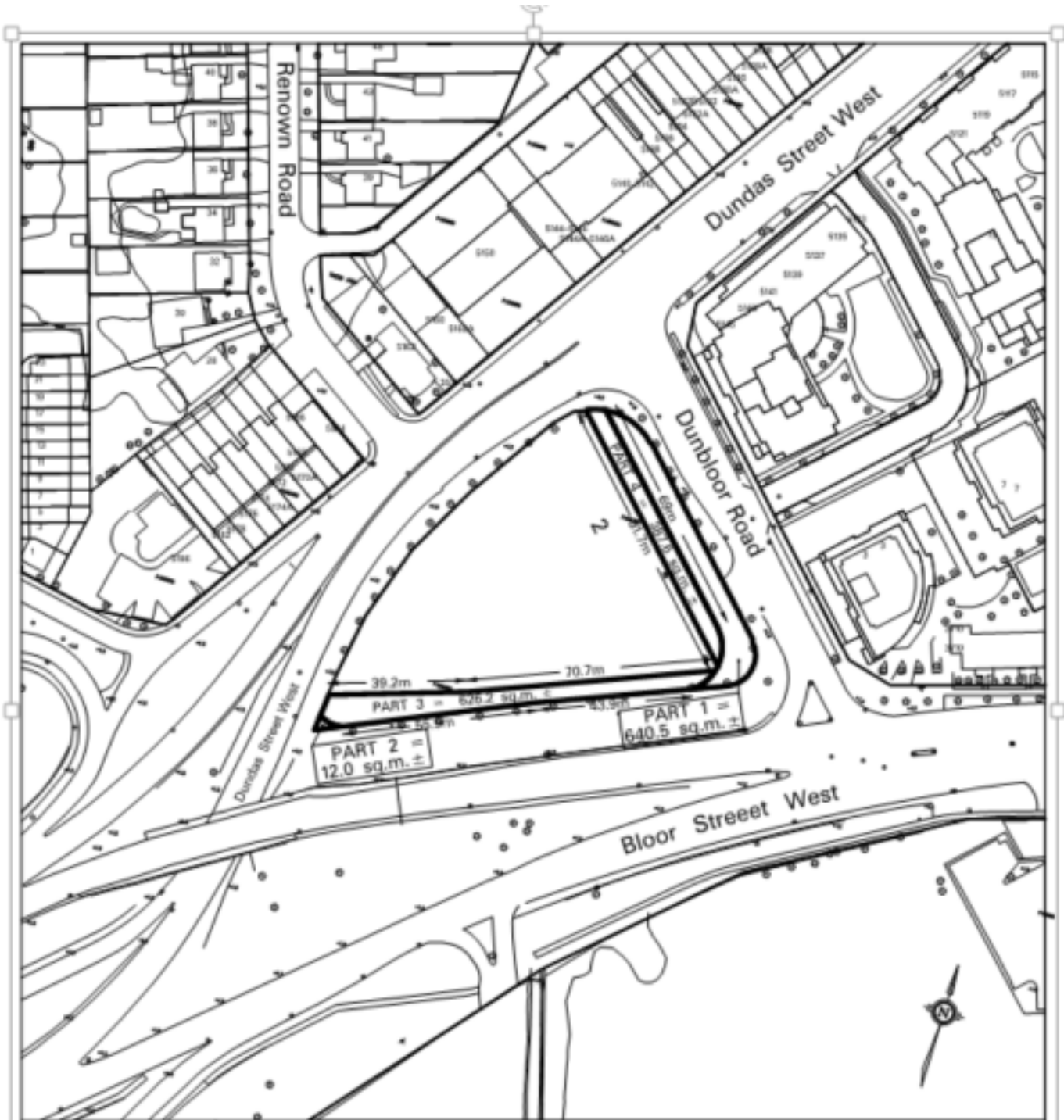
DAF Tracking No.: 2017-158	Date	Signature
Recommended by: Manager	June 8, 2017	Signed By: Tim Park
Recommended by: Director of Real Estate Services	June 14, 2017	Signed By: Joe Casali
Recommended by: Chief Corporate Officer	June 18, 2017	Signed By: Sunil Sharma for Josie Scioli
Approved by: Deputy City Manager & Chief Financial Officer Roberto Rossini	June 19, 2017	Signed By: Roberto Rossini

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 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 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" – The Property





TORONTO

ENGINEERING & CONSTRUCTION SERVICES
ENGINEERING SUPPORT SERVICES
LAND & PROPERTY SERVICES

NOTE:

THIS SKETCH HAS BEEN
COMPILED FROM OFFICE
RECORDS. MEASUREMENTS
ARE APPROXIMATE

CHECK BY JOHN HOUSE

PREPARED BY DWAYNE PITT

WARD 5 - ETOBICOKE-LAKESHORE

DATE: JANUARY 06, 2016

PROPERTY INFORMATION SHEET

SKETCH SHOWING PORTIONS OF
NO. 2 DUNBLOOR ROAD
(PARTS 1,2,3 AND 4).

SKETCH No. PS-2016-001

Appendix "B" – Terms and Conditions

Terms of Offer to Sell:

Vendor:	Joseph Albanese Limited
Purchase Price:	\$1,084,637.70, plus applicable HST
Lands:	Parts 1 & 2 on Sketch No. PS-2016-001, attached hereto as Appendix "A".
Due Diligence Period:	The business day next following 90 days after the City's execution of the Offer to Sell, unless waived earlier.
Due Diligence Condition:	The Offer to Sell shall be conditional until the expiry of the Due Diligence Period, upon the City confirming that it is satisfied that the Property is suitable for the City's purposes and is satisfactory in all other respects, in the City's sole and absolute discretion. Subject to the City's due diligence investigations, the City is acquiring the Property on an "as is where is" basis without representations or warranties from the Vendor, except as specifically set out in the Offer to Sell.
Environmental:	The City will undertake a Phase I Environmental Assessment (and a Phase II Environmental Assessment, if necessary) to ensure that the Property is in compliance with MOECC or other requirements such that the Property will be fit for its intended municipal use.
Closing Date:	The business day next following 25 days after delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition.
Easement Agreement:	The City shall enter into an Easement Agreement with the Vendor on closing, upon the terms and conditions noted below.
Reimbursement of Vendor's Legal Fees:	To a maximum of \$7,500.00 (plus applicable HST).
Terms of Easement Agreement:	
Owner:	Joseph Albanese Limited
Purchase Price:	\$126,390.00, plus applicable HST
Easement Lands:	Parts 3 & 4 on Sketch No. PS-2016-001, attached hereto as Appendix "A".
Term:	One (1) year commencing on the earlier of: (i) January 2, 2018 or (ii) such date that is thirty (30) days immediately following written notice from the City to the Owner that the City requires access to the Easement Lands.
Options to Extend:	Four (4) options to extend the term of the Easement for six (6) months each, exercisable by the City upon providing not less than thirty (30) days prior written notice to the Owner prior to the expiry of the then Easement term. The fee payable for each option shall be \$66,000.00 plus applicable HST.
Use:	For the purpose of pedestrian and vehicular ingress and egress onto the Easement Lands to facilitate the construction of roadways, required in conjunction with the proposed Six Points Interchange redevelopment.
Indemnity:	The City shall indemnify the Owner against all actions, suits, claims and damages which may be brought against or made upon the Owners and against all loss, costs, damages, charges and expenses which may be incurred, sustained or paid by the Owner by reason of the grant or exercise by the City of the rights contained in the Easement.
Fencing and Restoration:	Prior to commencing any work on the Easement Lands, the City shall remove the existing fencing, and shall install temporary fencing to separate the Easement Lands from the remainder of the Owner's lands during the term. At the expiry of the Easement term, the City shall restore any lands disturbed to their condition immediately preceding the entry by the City on the Easement Lands, to the extent reasonably possible, and install new fencing along the new eastern and southern property boundaries of 2 Dunbloor Road, Toronto to match the existing fencing on the Owner's property as close as reasonably possible.