

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

TRACKING NO.: 2018-003

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Alma Agoviku	Division:	Real Estate Services
Date Prepared:	January 22 nd , 2018	Phone No.:	416-392-7214

Purpose	To obtain authority to acquire a permanent easement from the Donalda Club ("Donalda") over a portion of the Property, as defined below, as shown outlined in red on the sketch attached hereto as Appendix "A", in order to complete certain repairs to the City's Silverdale Crescent storm sewer outfall (the "Easement")
Property	The lands known municipally as 12 Bushbury Dr, Toronto and legally described as PT LT 7-8 CON 3 EYS TWP of York; PT N1/2 LT 9 CON 3 EYS TWP of York; PT S1/2 LT 9 CON 3 EYS TWP of York; PT LT 10 CON 3 EYS TWP of York; Toronto (N York), City of Toronto, being all of PIN 10115-0701 (R), as shown on the location map attached hereto as Appendix "B" (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority be granted for the City to enter into an easement transfer agreement with Donalda to acquire the Easement over a portion of the Property substantially on the terms and conditions set out herein, and any other or amended terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services, and in a form acceptable to the City Solicitor; 2. The City Solicitor be authorized to complete the transaction on behalf of the City, including payment of any necessary expenses and amending and waiving terms and conditions, on such terms as she considers reasonable; 3. In accordance with the delegated authority cited herein, the Manager 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 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City is acquiring the Easement for nominal consideration and shall reimburse Donalda's legal fees up to a maximum of \$7,632 (net of HST recoveries). Funding is available in the 2018 - 2027 Council Approved Capital Budget and Plan for Toronto Water (project number CWW466-03-23).</p> <p>The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>A portion of the City's existing Silverdale Crescent storm sewer outfall is located on Donalda's property and has been identified for major repairs. The City therefore requires permission from Donalda in order to remove the existing structure, install the new outfall and sewer, and conduct future maintenance. The City is completing this project in coordination with the Toronto and Region Conservation Authority.</p> <p>The City is also in the process of acquiring short term access rights over the nearby properties municipally known as 77 and 79 Laurentide Drive,.</p> <p>In satisfaction of General Condition cc, Daran Somas acting as Manager Leasing and Site Management has reviewed this DAF and concurs with this transactions.</p>
Terms	See page 4 for the key terms.

Property Details	Ward:	Ward 34 – Don Valley East – Denzil Minnan-Wong
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	287 m ²
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services 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 Divisions and Agencies:</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><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>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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 a more senior position.</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 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 a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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"/> 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 a more senior position.</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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations 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 Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)					
Councillor:	Denzil Minnan-Wong			Councillor:	
Contact Name:	Anna Milner			Contact Name:	
Contacted by:	X	Phone	E-Mail	Memo	Other
Comments:	Concur (January 4 th , 2018)			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Engineering and Construction Services			Division:	Financial Planning
Contact Name:	Daniel McCreery			Contact Name:	Patricia Libardo
Comments:	Concur			Comments:	Concur
Legal Division Contact					
Contact Name:	Catherine Thomas				

DAF Tracking No.: 2018- 003	Date	Signature
Recommended by:		
<input type="checkbox"/> Concurrence sought from: Manager, RES (Daran Somas)	Jan 23, 2018	Signed By: Daran Somas
<input type="checkbox"/> Approved by: Manager, RES (Tim Park)	Jan 23, 2018	Signed By: Tim Park
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore		

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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.

KEY TERMS

Transferor: Donalda Club

Easement Lands: The portion of the Property approximately as shown outlined in Red on the Drawing No. 1078-2017-51-4 and attached hereto as Appendix "A". A plan of survey is currently being completed and will be deposited prior to the closing date.

Permitted Use: The City shall be entitled to vehicular and pedestrian access the Easement Lands in order to construct, install, maintain, monitor, operate, reconstruct, relocate, remove, repair and replace a 600 mm concrete storm sewer, drop structure and outfall headwall, including all related appurtenances.

Consideration: \$10.00 plus HST.

Qualified Legal Expenses: The City shall reimburse the Transferor's legal costs up to a maximum of \$7,500 plus HST.

Early Access Rights: In the event that the closing is delayed as a result of the City's title clearing or survey effort, Donalda has agreed to enter into an early access agreement, at the City's cost and expense. Separate authority will be sought in the event of this contingency.

City Covenants: The City must obtain all necessary consents and permissions prior to commencing work on the Easement Lands. Going forward, it must maintain the works installed in good state of repair, prevent unauthorized access to the Easement Lands and minimize interference with the use of the Property.

Indemnity: Donalda shall indemnify the City from any losses incurred by any claims under the *Construction Lien Act*, any breach of or non-compliance with the Easement, and the acts or omissions of Donalda's representatives that frustrate the City's exercise of its easement rights. The City shall indemnify Donalda from all losses brought against it in respect of any damage or injury to any person or property arising out of the breach of the Easement agreement.

Appendix "A"

Sketch Showing the Permanent Easement Lands



Appendix "B"

Location Map

