

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

TRACKING NO.: 2018-161

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:	May 8, 2018	Phone No.:	416-392-7214

Purpose	To obtain authority to acquire a parcel of land and enter into an agreement of purchase and sale (the " Agreement ") with Toronto District School Board (" TDSB ") for bicycle path purposes over the property known as Alexander Muir/Gladstone Avenue Junior and Senior Public School and the Grove Community School, known municipally as 108 Gladstone Avenue, Toronto.														
Property	Part of the property municipally known as 108 Gladstone Avenue, Toronto, Ontario, legally described as Pt Lt 1 and 28 Blk C PI D282 Toronto; Pt Lane Blk C PI D282 Toronto Closed by WB170338; City of Toronto shown as Part 1 on the attached draft Reference Plan in Appendix "B" being part of PIN 21296-0150 (LT) (the " Property ").														
Actions	<ol style="list-style-type: none"> Authority be granted for the City to enter into the Agreement with TDSB for the acquisition of the Property substantially on the terms and conditions outlined herein, and any such 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. The Deputy City Manager, Internal Corporate Services, or her designate shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the Deputy City Manager, Internal Corporate Services, at any time, may refer consideration of such matters to City Council for its determination and direction. The City Solicitor is 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. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto. 														
Financial Impact	<p>The total cost to the City is shown below:</p> <table border="0"> <tr> <td>Purchase price for the Property</td> <td>\$142,000.00 plus HST</td> </tr> <tr> <td>Land transfer tax</td> <td>\$1,145.00</td> </tr> <tr> <td>Registration cost</td> <td>\$63.65 plus HST (Approximate)</td> </tr> <tr> <td>Legal expenses (max.)</td> <td>\$10,000.00 plus HST (Approximate)</td> </tr> <tr> <td>City's 50% share of the appraisal fee</td> <td>\$2,234.32</td> </tr> <tr> <td>TDSB Fence Installation (max.)</td> <td>\$46,500.00 (Approximate)</td> </tr> <tr> <td>TDSB Planting of (12) Trees (max.)</td> <td>\$9,000.00 (Approximate)</td> </tr> </table> <p>The total cost to the City is as follows: \$210,942.97 (plus HST where applicable)</p> <p>Funding is available in the 2018 – 2027 Council Approved Capital Budget and Plan for Transportation Services under Cycling Infrastructure (CTP817-05).</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>	Purchase price for the Property	\$142,000.00 plus HST	Land transfer tax	\$1,145.00	Registration cost	\$63.65 plus HST (Approximate)	Legal expenses (max.)	\$10,000.00 plus HST (Approximate)	City's 50% share of the appraisal fee	\$2,234.32	TDSB Fence Installation (max.)	\$46,500.00 (Approximate)	TDSB Planting of (12) Trees (max.)	\$9,000.00 (Approximate)
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Comments	The work to be completed following acquisition of the Property by the City under this Agreement is required for the Dufferin Waterloo bike connection and for safety measures to be implemented for the school zone. The new City bicycle path will provide a benefit to the community and to the school, as it will create a safer playground area for students by re-directing bicycle traffic away from the school yard towards the new bicycle path.														
Terms	See Major Terms and Conditions outlined on page 4.														

Property Details	Ward:	Ward 18, Davenport – Ana Bailao
	Assessment Roll No.:	
	Approximate Area:	176.6 m ²
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: N/A	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):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<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"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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/Caution
		<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. 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:	Ana Bailao				Councillor:										
Contact Name:	Liliana Custodio				Contact Name:										
Contacted by:	Phone	x	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Concurs				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Citizen Focused Services B/Transportation				Division:	Financial Planning									
Contact Name:	Saikat Basak				Contact Name:	Patricia Libardo									
Comments:	Concur				Comments:	Concur									
Legal Division Contact															
Contact Name:	Dale Mellor														

DAF Tracking No.: 2018- 161	Date	Signature
Recommended by:		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	May 8, 2018	Tim Park
<input checked="" type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	May 8, 2018	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.

MAJOR TERMS AND CONDITIONS

Terms of Agreement for the Property:

Vendor: Toronto District School Board ("TDSB")

Purchaser: City of Toronto ("City")

Sale Price: \$142,000.00, plus HST, as applicable

Deposit: \$10.00 (Nominal)

Irrevocable Date: On the business day next following 30 days after execution of the Agreement by TDSB

Requisition Period: 2 days preceding the closing date

Due Diligence Period: On the business day next following 45 days after acceptance of the Agreement by the City

Closing Date: On the business day next following 30 days after the delivery of Notice of Waiver or Notice of Satisfaction served in connection with the Due Diligence Period.

TDSB Covenants:

1. Following Closing TDSB will grant a temporary access agreement to the City in the form as shown appended to the Agreement (Reference DAF # **2018- 161**);
2. TDSB to extend the existing fence from the Property along the boundary of Dufferin St and Waterloo Ave (230 linear food of total extension) at the cost of the City;
3. TDSB to plant twelve (12) new trees on the retained land at the cost of the City; and
4. TDSB to install two (2) 8-spot bicycle racks on the retained land at their own cost.

Legal Expenses: The City shall pay to TDSB an amount equivalent to demonstrated legal fees incurred by TDSB, to a maximum of \$10,000 exclusive of HST, for the negotiation and completion of the purchase and sale and the temporary access agreement to be granted to the City. TDSB to provide the City will copies of applicable invoices and a statement of account. The determination of whether any costs have been adequately proven and are reasonable, will be made in the sole discretion of the City.

APPENDIX "A" Map



