

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

TRACKING NO.: 2018-204

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:	Patricia Palmieri	Division:	Real Estate Services
Date Prepared:	May 23, 2018	Phone No.:	416-392-4829

Purpose	To obtain authority to enter into an Entrance Connection Agreement (known as the "Agreement") with NE Holdings Inc (the "Owner"). The Agreement will allow the City of Toronto and Toronto Transit Commission (TTC), its respective employees, servants, contractors and their tenants and invitees access between the Owners' development and the City/TTC facilities, grant a licence to the Owner over portions of the City land to maintain such facilities and set out the ownership and maintenance obligations as it pertains to such connecting facilities.
Property	See Appendix "A" for description of Owner Lands and City Lands.
Actions	It is recommended that: <ol style="list-style-type: none"> 1. Authority be granted for the City to enter into the Agreement with the Owner, substantially on the terms and conditions outlined in Appendix "B" and on such other terms and conditions as may be acceptable to the Director of Real Estate 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 and amending and waiving terms and conditions, on such terms as she considers reasonable. 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	In consideration for permitting the Owner to connect the owner building to the Eglinton Subway Station, the Owner shall pay to TTC a fee of \$525,850.40 without any deduction or set-off whatsoever, plus HST and any other applicable taxes. This entrance connection fee imposed by the TTC is a development requirement under the Site Plan Agreement and is not consideration for the acquisition of the easements and licenses set out in the Agreement. The City is paying a nominal sum for the acquisition of such interests under the Site Plan Agreement. The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	Pursuant to a Site Plan Agreement between the City and the Owner, the TTC required that the Owner grant to the City, for the benefit of the City and the TTC, easements and licences over the portion of the Owner Lands to allow the City and the TTC, its respective employees, servants, contractors and their tenants and invitees access between the Owners' development and the City/TTC facilities and set out the ownership and maintenance obligations as it pertains to such connecting facilities. The City is granting a licence over its lands for the maintenance of such facilities on the City Lands.
Terms	See Appendix "B"

Property Details	Ward:	Ward 22 – St. Paul's
	Approximate Area:	Irregular

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 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/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
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 checked="" 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 checked="" 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 checked="" 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 checked="" 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:	Councillor Josh Matlow					Councillor:			
Contact Name:	Andrew Athanasiu					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Concurs					Comments:			
Consultation with Divisions and/or Agencies									
Division:	TTC					Division:	Financial Planning		
Contact Name:	Pamela Kraft					Contact Name:	Patricia Libardo		
Comments:	Concurs					Comments:	Concurs		
Legal Division Contact									
Contact Name:	Luxmen Aloysius								

DAF Tracking No.: 2018-204	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	May 28, 2018	Signed by Tim Park
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	May 28, 2018	Signed by 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.

Appendix "A"

Property Address Legal Description:

Owner Lands:

Part of Lots A, B, C, D and E and Part of Lot 1 South of Roehampton Avenue, registered Plan 639 York, described as Parts 1 to 21 (inclusive on Plan 66R-28450 (the "Owner Lands")).

City Lands:

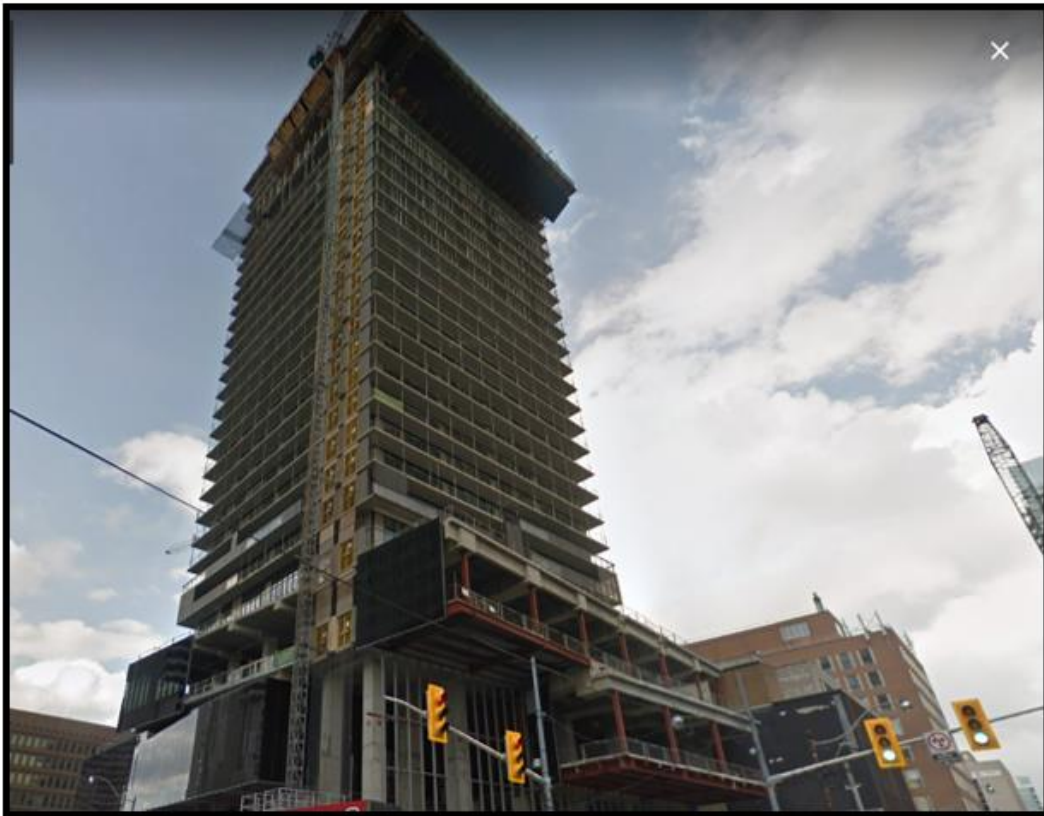
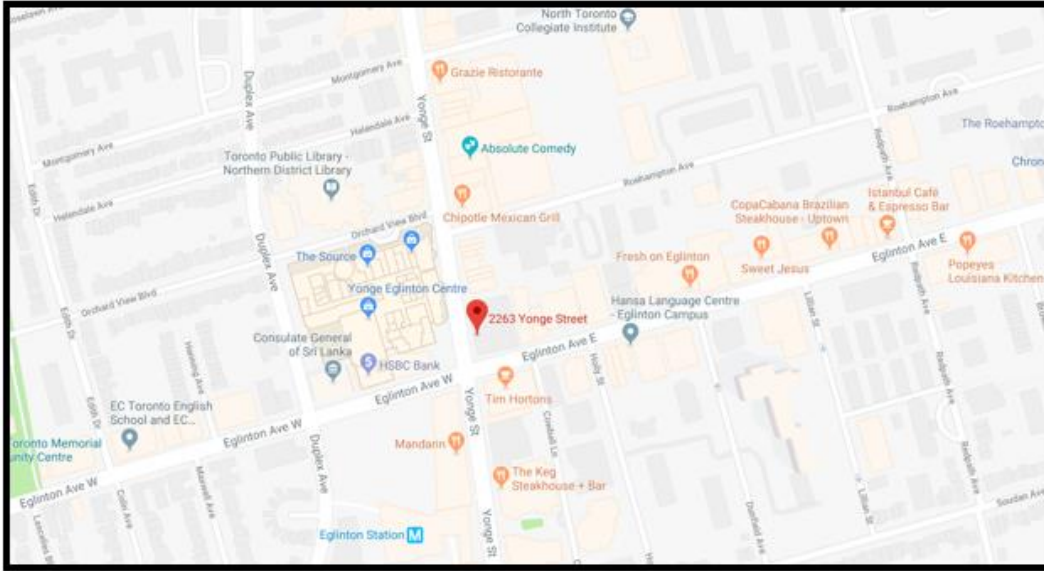
Part of the Road Allowance between Concession 1 East of Yonge Street and Concession 1 West of Yonge Street Township of York, Part of Lot 2 Concession 1 West of Yonge Street Township of York, Part of Lots 1, 2, 3, 4, 5 and 6 Plan 818 North Toronto, Part of 1 Foot Reserve Plan 818 North Toronto, Part of Lots 1 and 2 Range 1 Plan 734 North Toronto, Part of Lots 1 and 2 Range 2 Plan 734 North Toronto, Part of Lots 1 and 2 Range 3 Plan 734 North Toronto, Part of Lots 1 and 2 Range 4 Plan 734 North Toronto, Part of Lots A and B Plan 702 North Toronto, Part of Castlefield Avenue Plan 734 North Toronto, Part of Lot 1 Plan 1567 Toronto, Part of Orchard View Boulevard Plan 1567 Toronto, Part of Lots 1, 2, 3, 4, 20 and 21 Plan 563 North Toronto, Part of Montgomery Avenue Plan 563 North Toronto, Part of Lot 2 Plan 491 North Toronto, Part of Lots 3, 4 and 5 Plan 334 North Toronto as in ON26386, ON27916 and ON29551, being Yonge Street between Eglinton Avenue East and Sherwood Avenue, City of Toronto, being all of PIN 21136-0414 (LT).

Appendix "B"

Terms & Conditions – Entrance Connection Agreement

Parties	NE Holdings Inc., City of Toronto and Toronto Transit Commission
Easements and Licences from Owner to City/TTC	<p>City, TTC, its employees, servants, contractors and their tenants, and invitees, together with others entitled thereto, shall have an easement for passage and re-passage of pedestrians over the entrance connection described as Parts 1, 2, 3 and 4 on the Plan 66R-29979, which portions of Owner Lands serve, on a shared basis, the City Lands, for the purpose of access to the City Lands and ingress and egress to and from the Owner Building.</p> <p>City, TTC, its employees, servants, contractors and their tenants, and invitees, together with others entitled thereto for passage and re-passage of pedestrians through the portions of the Owner Lands in which the pedestrian routes are located.</p> <p>TTC, its employees, servants and contractors shall have an easement over as Parts 1, 2, 3 and 4 on the Plan 66R-29979, which portions of Owner Lands serve, on a shared basis, the City Lands, necessary to install and maintain the portions of the share life and fire safety and public address system passing through the Owner Lands and serving, the City Lands the TTC facilities and the Owner Lands on a shared basis.</p>
Licence from City to Owner	City grants and conveys to the Owner a licence over portions of the City Lands required by the Owner for the sole purpose of performing the Owner's maintenance obligations as set out in the Agreement and for no other purpose.
Maintenance	Each party will maintain its facilities in good order and condition, subject to and in accordance with the Agreement, including the Entrance Connection Facilities, which are to be maintained in accordance with the Agreement and to the standards and specifications required by the TTC.
Material Adverse Change	No party shall make a material adverse change to the Owner's Lands or the City Lands without the consent of the other party.
Mutual Environmental Requirements & Indemnity	Each party agrees to indemnify, protect and save and hold the other harmless against any environmental matter or violation of or non-compliance with any environmental law located on its lands resulting from the actions or inactions of any persons for whom the party is in law responsible and from remedial costs with respect to any remedial work undertaken or required to be performed by the party as it pertains to the Agreement.
Mutual Indemnity	Each party agrees to indemnify the other against all claims which may be brought against or made upon the other and against all losses, costs, damages, charges and expenses which may be incurred, sustained or paid by the other by reason of the breach of the Agreement by such party or the negligent act or omission of the party or its workers, contractors, employees or agents, including but not limited to the reasonable costs of the party, or their legal counsel of defending any such claims, save and except to the extent they are caused or contributed to by the negligent act or omission or willful misconduct of the other party.
Release of Existing Easements	The parties acknowledge and agree to release the easements granted to the City and/or TTC from title to the Owner Lands that are no longer required to access the entrance connection, immediately following the registration of this Agreement.

Location Map



Reference Plan

