

DELEGATED APPROVAL FORM
CITY MANAGER
DEPUTY CITY MANAGER, CORPORATE SERVICES

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017

Prepared By:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	April 17, 2019	Phone No.:	416-392-7169

Purpose	To approve the Minutes of Settlement (the "Agreement") between the City and Money Financial Inc., (the "Releasor") as full and final settlement and release of any and all claims under the <i>Expropriations Act</i> , and an amendment to the Releasor's lease (the "Lease Amendment"), as a result of the proposed expropriation and acquisition of 1269 Danforth Road, required for the construction of a traction power sub-station for the Line 2 East Extension Project (the "Project").										
Property	The property municipally known as 1269 Danforth Road, Toronto, legally described as Part of Lot 24, Cond D, as in SC496622, SCARBOROUGH, CITY OF TORONTO, Being all of PIN 06361-0096 (LT) as shown on the Property Sketch in Appendix "B" and the Location Map in Appendix "C" (the "Property").										
Actions	<ol style="list-style-type: none"> 1. The City enter into the Agreement and Lease Amendment and pay the Releasor, substantially on the terms and conditions set out herein and in the Confidential Attachment, including any applicable legal, appraisal, and other reasonable costs, in accordance with the <i>Expropriations Act</i>; and on such and any other or amended terms and conditions as may be satisfactory to the Director, Real Estate Services, (the "Director") or his designate, and in a form acceptable to the City Solicitor. 2. The Director or his designate shall administer and manage the Agreement and Lease Amendment including the provision of any consents, approvals, waivers, notices and notices of termination provided that, at any time, the Director may refer consideration of such matter to City Council for its determination and direction. 3. The Confidential Attachment to remain confidential until there has been a final determination of all required property transactions and resulting claims for compensation related to the Project and only released publicly thereafter in consultation with the City Solicitor. 4. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto. 										
Financial Impact	<p>Funding for the Agreement, as set out in the Confidential Attachment, is available in the 2019-2028 Capital Budget and Capital Plan for the Toronto Transit Commission (TTC), within the Line 2 East Extension Capital Project.</p> <p>Revenue to the City from the Lease Amendment and assumption of the Releasor's lease for four months will be \$5859.44, inclusive of HST. Operating costs are estimated to be \$1000 for the four months.</p>										
Comments	<p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p> <p>The Project will require three (3) Traction Power Substations (TPSS), needed for powering the subway. The Property has been identified as the ideal location for one TPSS.</p> <p>At its meeting of December 5, 6, 7 and 8, 2017, City Council authorized the Director, Real Estate Services, to negotiate the acquisition of the Property, and if unsuccessful, to initiate the expropriation process.</p> <p>At its meeting of April 24, 25, 26 and 27 2018, City Council adopted an amendment to Toronto Municipal Code, Chapter 545, Licensing, to create a new business licence category for payday loan establishments as an interim measure, pending a full review of licensing requirements for payday loan establishments and capped the number of licenses and locations operating in each Ward as the wards existed on May 1, 2018.</p> <p>On June 6, 2018, DAF 2018-215 authorized the settlement of all claims for compensation pursuant to the <i>Expropriations Act</i>, including market value, injurious affection, disturbance damages, interest and costs with the owner of the Property, Bracegate Limited. The Releasor is a commercial tenant of the Property and is required to vacate the Property in order to facilitate construction of the Project. To complete the transaction with the owner of the Property, staff are recommending a closing date of April 30, 2019 and to assume the Releasor's tenancy for four month's with an early termination date of August 30, 2019.</p> <p>Staff consider the terms of the Agreement and Lease Amendment to be fair and reasonable and are recommending its approval.</p>										
Terms	Refer to Appendix "A" and Confidential Attachment 1.										
Property Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Ward:</td> <td>21 – Scarborough Centre</td> </tr> <tr> <td>Assessment Roll No.:</td> <td>1901063010005000000</td> </tr> <tr> <td>Approximate Size:</td> <td></td> </tr> <tr> <td>Approximate Area:</td> <td>1337 m² ± (14,391 ft² ±)</td> </tr> <tr> <td>Other Information:</td> <td></td> </tr> </table>	Ward:	21 – Scarborough Centre	Assessment Roll No.:	1901063010005000000	Approximate Size:		Approximate Area:	1337 m ² ± (14,391 ft ² ±)	Other Information:	
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Other Information:											

A.	Deputy City Manager, Corporate Services 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 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:</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 \$5 Million.</p> <p><input checked="" type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 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><input type="checkbox"/> Transfer of Operational Management to Divisions and Agencies.</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><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 \$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"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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/Cautions</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>	<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>Delegated to a less senior position.</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 subject to General Condition (u)).</p> <p>Delegated to a less senior position.</p>

B. City Manager and Deputy Manager, Corporate 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.

Deputy City Manager, Corporate 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.
- Expropriation Applications and Notices following Council approval of expropriation.

Consultation with Councillor(s)										
Councillor:	Michael Thompson				Councillor:					
Contact Name:	Ihor Wons				Contact Name:					
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Emailed April 17, 2019 (no response)				Comments:					
Consultation with Divisions and/or Agencies										
Division:	Toronto Transit Commission				Division:	Financial Planning				
Contact Name:	Stephanie Rice/Natasha Jailal				Contact Name:	Lauren Birch				
Comments:	Emailed April 17, 2019 (no objections)				Comments:	Emailed April 17, 2019 (no objections)				
Legal Division Contact										
Contact Name:	Constance Lanteigne									

DAF Tracking No.: 2019-114	Date	Signature
Recommended by: Manager, Real Estate Services – D. Somas	April 29, 2019	Signed by Daran Somas
Recommended by: Director, Real Estate Services – N. Simos	April 30, 2019	Signed by Nick Simos
<input type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services <input checked="" type="checkbox"/> Approved by: Josie Scioli	May 1, 2019	Signed by Josie Scioli
<input type="checkbox"/> Approved by: City Manager Chris Murray		

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, 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.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

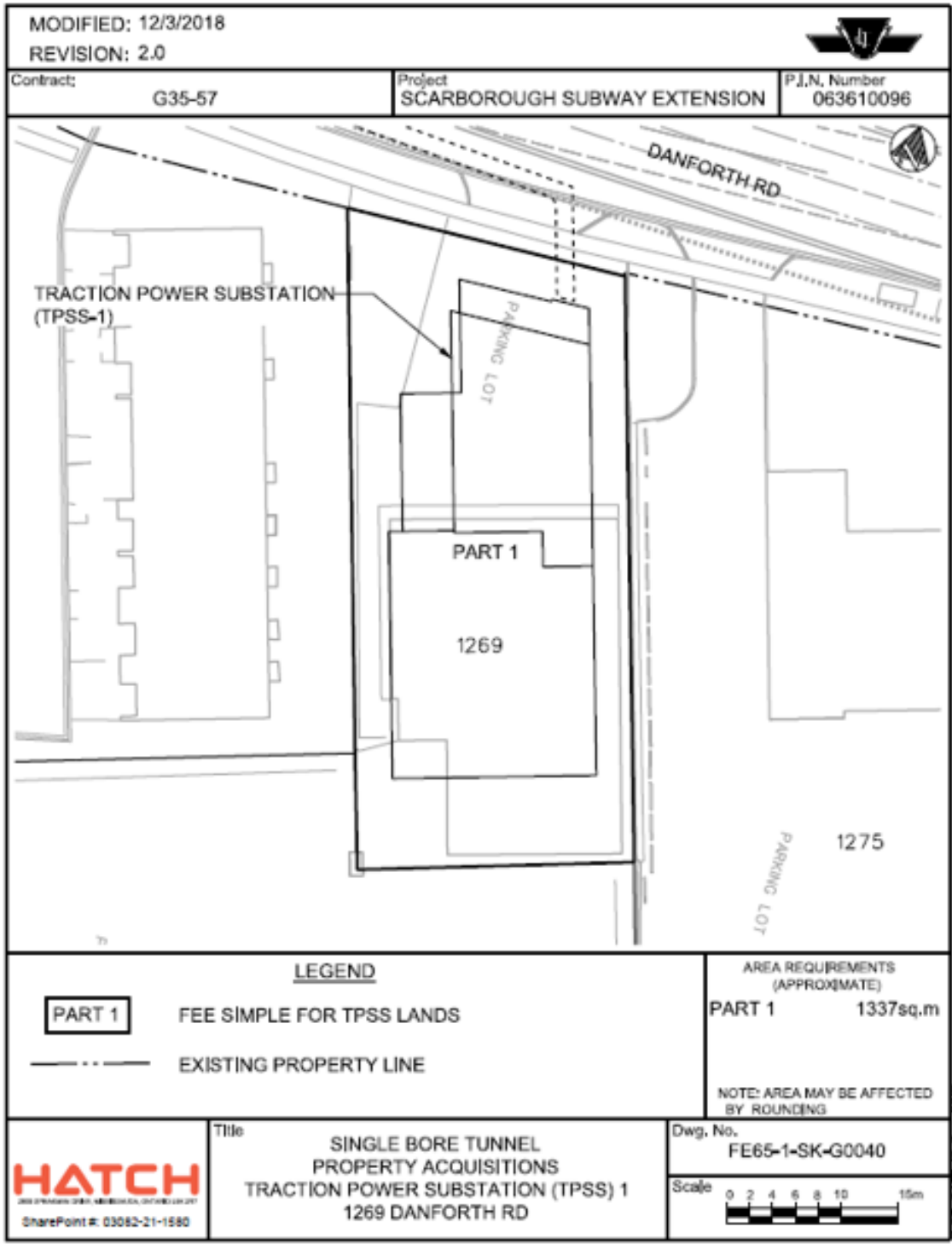
Appendix "A"

Terms and Conditions

- Releasor:** Money Financial Inc.
- Property:** The property municipally known as 1269 Danforth Road, Toronto, legally described as Part of Lot 24, Cond D, as in SC496622, SCARBOROUGH, CITY OF TORONTO, Being all of PIN 06361-0096 (LT)
- Compensation:** Refer to Confidential Attachment
- Full and Final Release:** The Agreement constitutes as a full and final settlement of any claims under the *Expropriations Act*, including but not limited to any claims for the market value of the lease, disturbance damages, injurious affection, relocation costs, business loss and any other claims for damages or compensation.
- Vacant Possession:** The Releasor agrees to provide vacant possession on August 30, 2019.
- Concurrent Expropriation:** The parties agree that the City may proceed with the expropriation of the Property in order to ensure a possession date of August 30, 2019.
- Lease Amendment:** In the event that the City acquires title to the property prior to August 30, 2019, the parties agree to enter into a lease amending agreement ("Lease Amendment"). Under the Lease Amendment, the tenancy will be terminated on August 30, 2019. .
- Lease Termination:** In the event that Money Financial is able to provide vacant possession prior to August 30, 2019, the Releasor may do so without penalty, charge, or liability by providing the City with a minimum of 7 days' written notice prior to the 1st day of the month of the date on which it will vacate the Property and this will form the new vacant possession date.
- Insurance:** The Releasor will carry comprehensive general liability insurance of not less than \$2m per occurrence and name the City as an additional insured.
- Capital Expenditures:** The City will not be responsible for major capital expenditures, repairs or improvements to the Property unless there is a risk to the health and safety or required for the reasonable operation of the Releasor's business.
- Signage:** The City will maintain the current pylon sign and allow the Releasor to display additional signage to advertise their new location, provided the signage complies with all City by-laws and policies.

Appendix "B"

Property Sketch



Appendix "C"

Location Map

