

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

TRACKING NO.: 2019-139

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:	Mark Filice	Division:	Real Estate Services
Date Prepared:	June 5, 2019	Phone No.:	416-392-1830

Purpose	To obtain authority to enter into a Licence Agreement (the "Agreement") with Elm Place Inc. (the "Owners") for a term of four (4) months, with an option to extend for an additional period of one (1) week, to use a portion of 701 Don Mills Road (the "Property") as a construction staging area to facilitate the construction of the a multi-use trail (the "Trail").
Property	Part of the property municipally known as 701 Don Mills Road legally described as PT E1/2 LT 7 CON 3 FTB TWP OF YORK AS IN TB733244, labeled as "Part 1" on the drawing attached hereto as Appendix "C" (the "Licensed Area").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Agreement between the City of Toronto and the Owners, substantially on the terms and conditions set out in Appendix "A" together with such other or amended terms and conditions as may be satisfactory to the Deputy City Manager, Corporate Services, or their designate and in a form acceptable to the City Solicitor; 2. The Deputy City Manager, Corporate Services or their 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, Corporate Services or their designate may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; 3. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto;
Financial Impact	<p>The City agrees to pay to the Owners at the commencement of the term as compensation in full for the acquisition and exercise of the Easement, the sum of \$44,000 plus HST. Should the City exercise its option to extend the Agreement by a week, an additional \$2,750 plus HST will be payable.</p> <p>Funding is available in the 2019 – 2028 Council Approved Capital Budget & Plan for Transportation Services within capital account CTP860-15-08</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The City of Toronto and Toronto and Region Conservation Authority ("TRCA") are working to revitalize the 300-metre access trail to the Lower Don Trail. Located on the east side of Don Mills Road, the trail runs south from the driveway of 701 Don Mills Road to the Lower Don Trail. The access trail will include new paving, a reduced slope, and new trees. The trail will be completed March 2020, and also include new public art. The agreement as between the City and TRCA regarding the actual trail work is separate from what is being authorized hereunder.</p> <p>The revitalization project is grounded on several years of community consultation which all highlighted the importance of improved access to the nearby green spaces and place making. The project's goal is to improve connections for Flemingdon Park and Thorncliffe Park residents to the Lower Don Trail. This Agreement will further this goal by providing a space from which the work can be carried out.</p>
Terms	Please see page 4 for terms and conditions of the Agreement.

Property Details	Ward:	16 – Don Valley East
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	485.2m ² (5222.6 ft 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 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:	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 checked="" 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, Transaction Services 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, Corporate Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Denzil Minnan-Wong				Councillor:										
Contact Name:					Contact Name:										
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No Objections				May 24, 2019		Comments:								
Consultation with Divisions and/or Agencies															
Division:	Transportation Services				Division:	Financial Planning									
Contact Name:	Adam Popper				Contact Name:	Lauren Birch									
Comments:	No Objections				May 15, 2019		Comments:	No Objections		May 16, 2019					
Legal Division Contact															
Contact Name:	Catherine Thomas								May 15, 2019						

DAF Tracking No.: 2019-139	Date	Signature
Concurred with by: Supervisor, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Melanie Hale-Carter	June 5, 2019	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Manager, Real Estate Services Daran Somas	June 7, 2019	Signed by Daran Somas

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

Major terms and conditions of the lease extension are as follows:

- Owner/Licensor: Elm Place Inc.
- Licensee: City of Toronto
- Licensed Area: Part of the property municipally known as 701 Don Mills Road, labeled as "Part 1" on the drawing attached to Appendix "C"
- Consideration: \$44,000 plus HST. If option to extend term is exercised, an additional \$2,750 plus HST.
- Commencement Date: The Licence shall commence no less than one (1) week notice delivered by the City to the Licensor in accordance with the terms of this Licence provided however the Commencement Date shall not be later than July 1, 2019.
- Term: Four (4) months. The City shall have an option to extend the Term for an additional period of one (1) week, at its sole discretion.
- Use: The City requires access to the Licensed Area for the purpose of construction staging in order to construct a multi-use trail. The City must limit its access to the Licensed Area through the designated Access Route and only between the hours of 7 am – 7pm.
- Restoration: Upon expiry of the Term or termination of the Licence, the City shall remove all equipment, supplies, machinery, gear, materials and debris it brought upon the Licensed Area in connection with the Licence, and shall restore the Licensed Area and the Access Route as close as is practicable considering the use to its original condition.
- Indemnity: City shall indemnify the Licensor in respect of any loss, damage or injury to persons or property arising directly out of the City's use of the Licensed Area and/or Access Route.

Appendix "B" - Location and Site Map



Appendix "C" – Licensed Area and Access Route

