

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

**TRACKING NO.: 2019-261**

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:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	September 13, 2019	Phone No.:	(416) 392-4829

<b>Purpose</b>	To obtain authority to enter into Permission to Enter Agreements (the " <b>Licences</b> ") with the owners of multiple privately-owned properties (the " <b>Licensors</b> ") to permit preconstruction condition surveys and vibration monitoring in connection with erecting a new second exit and installing new elevators at Donlands Subway Station.
<b>Property</b>	The lands listed and shown on the map attached hereto as Appendix "A" (the " <b>Properties</b> ").
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted for the City to enter into the Licences for the Works, as defined below, substantially on the terms and conditions set out below together with such other or amended terms and conditions as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor.</li> <li>2. The Director, Real Estate Service shall administer and manage the Licences, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the Director, Real Estate Services may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction.</li> <li>3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact associated with the proposed licence agreements.</p> <p>The Chief Financial Officer &amp; Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>The Toronto Transit Commission (the "<b>TTC</b>") is erecting a new second exit and installing new elevators at Donlands Subway Station to improve the safe operation of the Station and to meet its legal requirements relating to accessibility and barrier free access (the "<b>Project</b>"). The Project is in the vicinity of the Properties.</p> <p>In order to facilitate the construction of the Project and protect the Properties, TTC is to carry out the following works on the Properties:</p> <ol style="list-style-type: none"> <li>1. Vibration monitoring: Monitors are affixed within the structure(s) on the Properties to detect potential movement of the structure during the construction of the Project. Readings from the monitors are collected remotely. Monitors are removed when the Project is complete.</li> <li>2. Condition surveys: A survey of the interior of the Properties and of the structure on the Properties is carried out before and after construction of the Project. Each survey takes a few hours to complete and involves taking notes, photographs and/or video. No structural testing of the structures on the Properties is required nor will such structural testing be performed.</li> </ol> <p>(collectively, the "<b>Works</b>")</p>
<b>Terms</b>	Continued on page 4

<b>Property Details</b>	<b>Ward:</b>	14 – Toronto-Danforth
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

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 &amp; Parks &amp; 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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input checked="" 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><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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>
<p><b>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b></p>		
<ul style="list-style-type: none"> <li>• Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions &amp; Expropriations is only Manager with such signing authority).</li> </ul>		
<p><b>Director, Real Estate Services also has signing authority on behalf of the City for:</b></p>		
<ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.</li> </ul>		

Consultation with Councillor(s)															
Councillor:	Paula Fletcher					Councillor:									
Contact Name:	Paula Fletcher					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Notified August 6, 2019					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Toronto Transit Commission					Division:	Financial Planning								
Contact Name:	Duane Lovelace					Contact Name:	Filisha Jenkins								
Comments:	Incorporated into DAF (July 29, 2019)					Comments:	Incorporated into DAF (August 7, 2019)								
Legal Division Contact															
Contact Name:	Dale Mellor (July 31, 2019)														

DAF Tracking No.: 2019-261	Date	Signature
Concurred with by: Acting Manager, Real Estate Services Melanie Hale-Carter	Sept. 12, 2019	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	Sept. 17, 2019	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos		

#### 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 50M<sup>2</sup> 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").

**Terms**

**Term** – Three (3) years, with two (2) weeks' written notice prior to commencement, with the right to extend the Term by two (2) periods of six (6) months each with written notice at least two (2) weeks prior to expiration of the Term

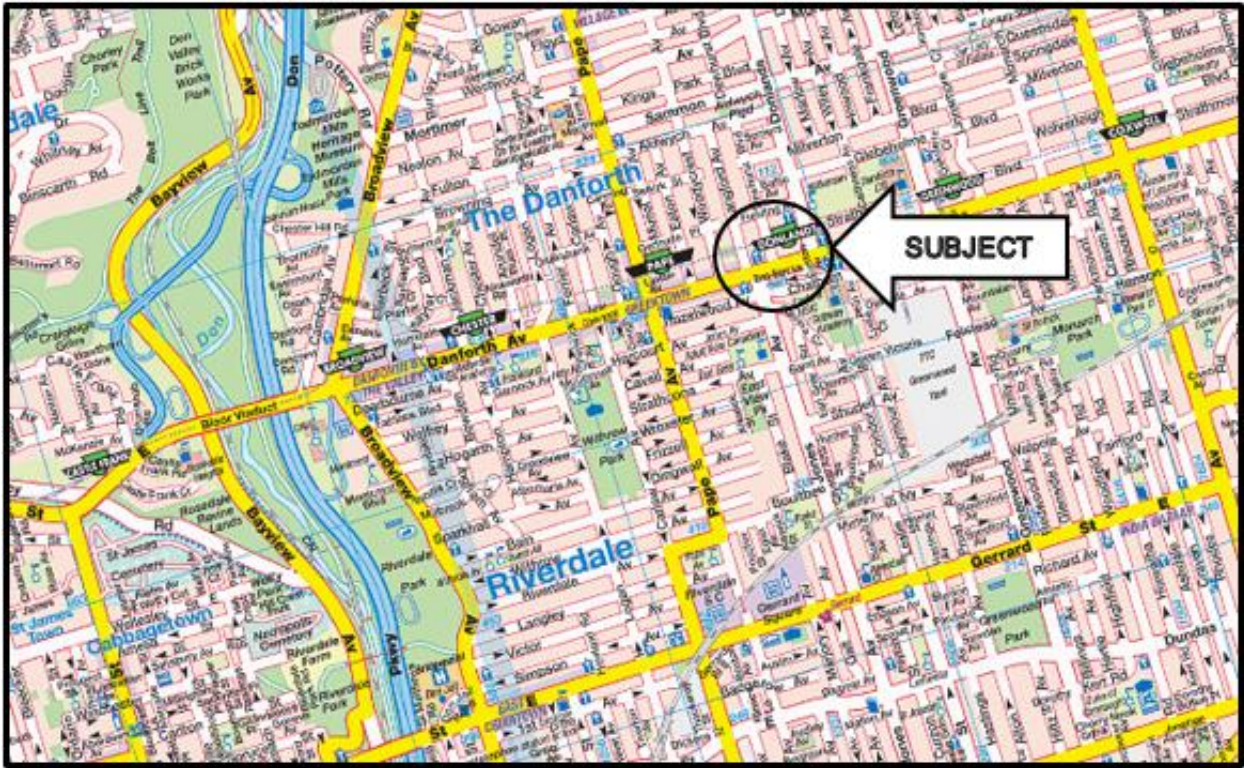
**TTC as City Agent** – The City permits the TTC as an agent of the City to undertake and fulfill any obligation, covenant or requirement of the City arising in respect of the Licences

**Restoration** – The City shall restore the Properties to a condition suitable for continued use and occupation

**Insurance** – City shall obtain and maintain comprehensive general liability insurance with limits of not less than \$2,000,000 per occurrence

**Indemnity** – City to indemnify and save the Licensors harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or other loss or injury whatsoever arising from or out of or as a result of the rights granted to the City in this letter agreement or the carrying out of the Work by the City (or any of its employees, agents, invitees, contractors, or contractor's workers), save and except to the extent such loss, injury or damage results from any willful misconduct, negligent act or omission of the Owner or those for whom the Owner is in law responsible.

# Appendix "A"



● SUBJECT PROPERTIES



<b>Properties</b>	<b>Owner(s)</b>
2 Strathmore Boulevard	Yvonne Choi and Kevin Reigh Tait
4 Strathmore Boulevard	Rosanna Bell and Alexander Su Yan Koo
5 Strathmore Boulevard	Bill Boulougouris
6 Strathmore Boulevard	William Wyman and Reina J. Van Marle
7 Strathmore Boulevard	Tiehe Huang and Jia Min Chen
8 Strathmore Boulevard	Richard John Mooney and Jody Anne Roberts
9 Strathmore Boulevard	Nicole Elizabeth Ladanyi and Douglas Claude Macdougall
10 Strathmore Boulevard	Pui Yin Kong and Lai Ping Tang
11 Strathmore Boulevard	Sing Yan Yeung and Tinh Van Chau
13 Strathmore Boulevard	Joyet Chakungal and Bryce Murphy
14 Strathmore Boulevard	Christopher Sutherland and Deinah Caroline Lawrence