

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

TRACKING NO.: 2020-154

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Miles Argue	Division:	Corporate Real Estate Management
Date Prepared:	June 10, 2020	Phone No.:	(416) 397-7522

Purpose	To obtain authority to enter into four (4) temporary licence agreements (collectively, the "Agreement") for three (3) months with the owners of those properties municipally known as 2424A, 2424B, 2426, 2428, 2430, 2432 & 2432A Kingston Road (collectively, the "Licensor"), for the purpose of reconstructing the sidewalk located adjacent to the above-noted properties.
Property	Approximately 28.5 square metres of land located on the north side of Kingston Road west of Sandown Avenue, located within the boundaries of the properties municipally known as 2424A, 2424B, 2426, 2428, 2430, 2432 & 2432A Kingston Road, inclusive (collectively, the "Property"), as outlined on the attached sketch (see Appendix "A").
Actions	<ol style="list-style-type: none"> The City shall enter into the Agreement with the Licensor on the major terms and conditions outlined in Schedule "B" attached hereto and on such other or amended terms as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor. The Director, Real Estate Services or his/her successor or designate, shall administer and manage the Agreement including provision of any consents, certificates, approvals, waivers, notices and notices of termination, provided that the Director, Real Estate Services may at any time refer consideration of such matters to City Council for its determination and direction.
Financial Impact	<p>The total cost to the City for the Agreement is \$3,602.12. The Agreement is for nominal consideration with no fees or rents to be paid to the Licensor for the licence. The City will agree under the licence agreements to compensate the Licensor up to \$1,000.00 (inclusive of HST) or \$900.53 (net of HST recoveries) (per agreement) for any legal fees incurred by the Licensor in the review and execution of the Agreement, up to a maximum of \$4,000.00 (inclusive of HST) or \$3,602.12 (net of HST recoveries). Funding is available in the 2020-2029 Council Approved Capital Budget and Plan for Transportation Services, under capital project CTP817-03.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>As part of the Transportation Safety and Local Improvement Program, a Vision Zero initiative, Transportation Services is seeking to remove and reconstruct the sidewalk, a portion of which is located on the adjacent private properties.</p> <p>The Vision Zero Road Safety Plan (VZRSP) is a critical part in building a safe and inclusive City. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users. Transportation Services has investigated the relationship between Killed and Serious Injury (KSI) collisions and other demographic factors including children and older adults. Data analysis has revealed that more KSI collisions occur in the suburban areas, in this particular instance Scarborough, with the lowest average household income, highest percentage of immigrant population, lowest number of daily auto trips, but with a more car dependent built form. This project supports the VZRSP.</p>
Terms	Please see Appendix B for Major Terms and Conditions.

Property Details	Ward:	20 – Scarborough Southwest
	Assessment Roll No.:	1901 014 730 05500 0000, 1901 014 730 05300 0000, 1901 014 730 05400 0000 1901 014 730 05200 0000
	Approximate Size:	30.6 m x yy 0.93 ± (100 ft x 3 ft ±)
	Approximate Area:	28.5 m ² ± (306.77ft 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/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<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 more senior positions.	Delegated to more senior positions.
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 more senior positions.	<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 more senior positions.	<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 more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to more senior positions.	<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 the Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Gary Crawford				Councillor:				
Contact Name:	Kirsten Campbell				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No objection – June 8, 2020				Comments:				
Consultation with Divisions and/or Agencies									
Division:	Transportation Services				Division:	Financial Planning			
Contact Name:	Daphne Wee – email June 10, 2020				Contact Name:	Filisha Jenkins – email June 5, 2020			
Comments:	Comments incorporated				Comments:	Comments Incorporated			
Legal Division Contact									
Contact Name:	Michele Desimone;email June 2, 2020; Comments Incorporated								

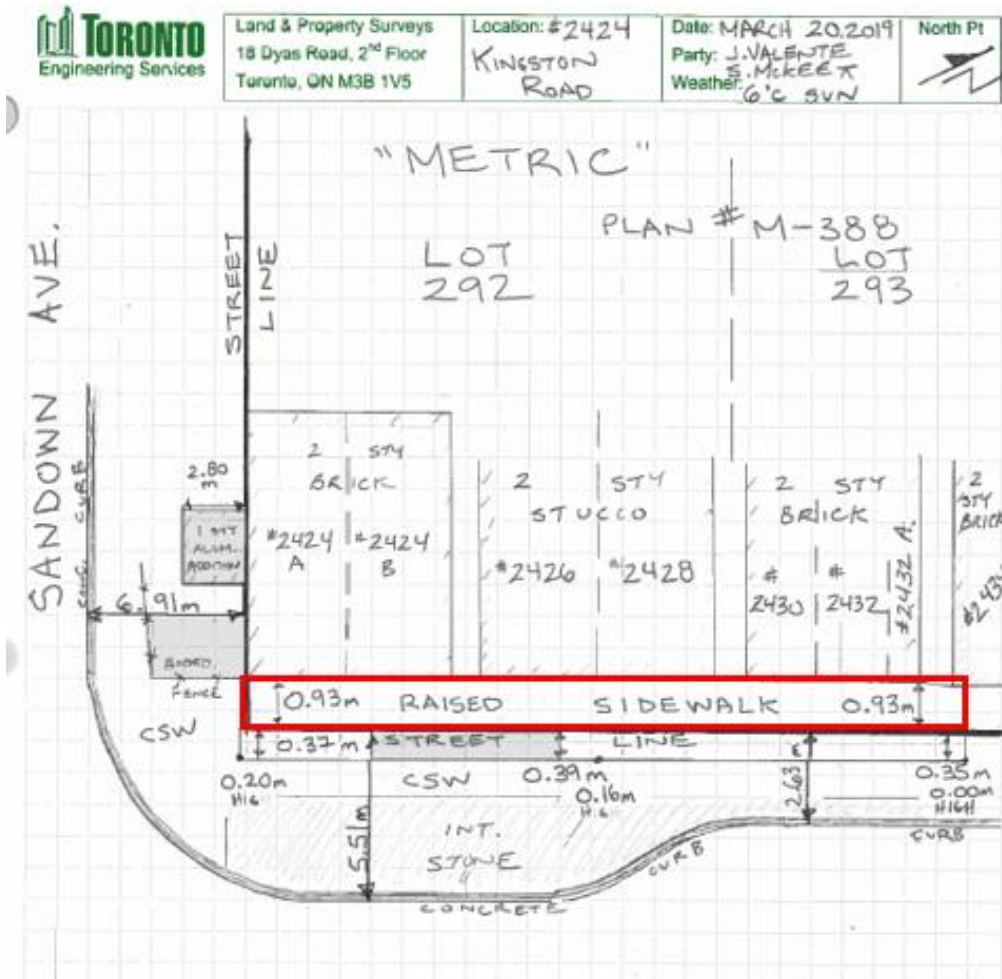
DAF Tracking No.: 2020-154	Date	Signature
Concurred with by: Manager, Real Estate Services Melanie Hale-Carter	June 11, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas <input checked="" type="checkbox"/> Approved by:	July 3, 2020	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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"

The Property and Licensed Premises



Appendix "B"

Major Terms and Conditions

Properties:
2424A Kingston Rd. & 2424B Kingston Rd.
2426 Kingston Rd.
2428 Kingston Rd.
2430 Kingston Rd., 2432 Kingston Rd. & 2432A Kingston Rd.
(collectively, the "Property")

Licensee:	City of Toronto (the "City")
Term:	Ninety (90) days (the "Term"), commencing on a date to be advised by the General Manager, Transportation Services
Access Notice Period:	City to provide seven (7) days' prior written notice to the Licensor, advising the commencement date of the Term.
Licence Fee:	Nominal
Additional Costs:	City to compensate the Licensor up to \$1,000.00 (per agreement) for any legal fees incurred by the Licensor in the review and execution of the Agreement, up to a maximum of \$4,000.00 (inclusive of HST).
Use:	The City may enter upon the Property for the purposes of reconstructing the sidewalk fronting the Property
General:	The City will use reasonable efforts not to interfere with the Licensor's access to and use of the Property, and will use reasonable efforts to minimize disturbance to the normal usage of any adjoining property