

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO: 2016-024

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority In Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority In Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	March 9, 2016	Phone No.:	416-392-7169

Purpose	To obtain authority to enter into a permanent easement agreement and a temporary and construction easement agreement with First Capital (North York) Corporation over part of the property known municipally as 2202 Jane Street, Toronto, for the purpose of installing concrete footings for a pedestrian bridge in Chalk Farm Park.
Property	Part of the property municipally known as 2202 Jane Street, Toronto, Ontario, legally described as Part of Block D, Registered Plan 3991, North York, as in TB972561, City of Toronto, being all of PIN 10288-0879 (LT) (the "Property") and as shown as Part 1 and 2 on the Reference Plan 66R28534 in Appendix "B". A sketch showing the Construction Staging area is shown in Appendix "C" and a Location Map is shown in Appendix "D".
Actions	<p>It is recommended that:</p> <ol style="list-style-type: none"> Authority be granted to enter into a permanent easement agreement with First Capital (North York) Corporation to acquire a permanent easement, over part of the property known municipally at 2202 Jane Street, Toronto, substantially on the terms and conditions outlined herein and any other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer and in a form acceptable to the City Solicitor; Authority be granted to enter into a temporary easement agreement with First Capital (North York) Corporation (the "Owner") to acquire a two (2) year temporary easement for construction and warranty access and a six (6) month construction easement, over part of the property known municipally at 2202 Jane Street, Toronto, substantially on the terms and conditions outlined herein and any other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer and in a form acceptable to the City Solicitor; Authority be granted to authorize the Chief Corporate Officer or the Chief Corporate Officer's designate to administer and manage the permanent easement agreement and temporary easement agreement (collectively, "Agreements") including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction; Authority be granted to authorize the City Solicitor to complete the transaction on behalf of the City, including payment of any necessary expenses; and The appropriate City officials are authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The following costs will be incurred by the City in connection with the Agreements:</p> <ol style="list-style-type: none"> Permanent Easement - \$19,000.00 Temporary two (2) year easement for geotechnical investigations and construction - \$7,000.00 Temporary six (6) month easement for Construction Staging - \$11,000.00 Registration Costs – not to exceed \$1,000.00 (inclusive of HST) <p>Funding for the permanent easement, temporary two (2) year easement costs and registration costs (totaling no more than \$27,000.00) is available in the 2016 Approved Capital Budget for Parks, Forestry and Recreation under capital account CPR115-44-03. Funding for the temporary six (6) month construction easement costs (totaling \$11,000.00) is available in the 2016 Approved Capital Budget for Parks, Forestry and Recreation under capital account CPR117-44-01.</p> <p>The Deputy City Manager and Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	Refer to Appendix "A" for Comments
Terms	Refer to Appendix "A" for Terms and Conditions

Property Details	Ward:	Ward 7 – York West
	Assessment Roll No.:	1908011160019000000
	Approximate Size:	n/a
	Approximate Area:	144 m ²
	Other Information:	n/a

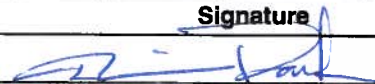
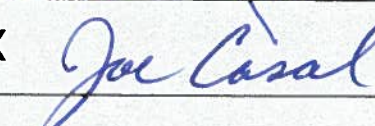
A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 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 ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 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 \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
12. Easements (City as Grantee):	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<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"/> (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"/> (j) Documentation relating to Land Titles applications;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)															
Councillor:	Councillor Giorgio Mammoliti					Councillor:									
Contact Name:	Adriano Marcoccia					Contact Name:									
Contacted by:	Phone	x	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	February 3, 2016 (no concerns)					Comments:									
Consultation with ABCDs															
Division:	Parks, Forestry & Recreation					Division:	Financial Planning								
Contact Name:	Jennifer Kowalski					Contact Name:	Ron Budhu								
Comments:	concurs					Comments:	concurs								
Legal Division Contact															
Contact Name:	Charlotte Harbell														
DAF Tracking No.: 2016-024					Date		Signature								
Recommended by:	Manager				15 th MARCH 2016										
<input checked="" type="checkbox"/> Recommended by:	Director of Real Estate Services				Mar. 17/16		X 								
<input checked="" type="checkbox"/> Approved by:	Joe Casal						X								
<input type="checkbox"/> Approved by:	Chief Corporate Officer						X								
	Josie Scioll														

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (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.
- (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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Appendix "A"

Comments and Terms and Conditions

Comments:

Parks, Forestry & Recreation (PF&R) has to replace the existing pedestrian bridge which crosses Black Creek at Chalk Farm Park to the rear of North York Sheridan Mall. To meet new design standards for accessibility and storm/flood impact, the new bridge must have a wider span than the existing bridge. The new design for the bridge requires concrete footings that extend onto the private property of North York Sheridan Mall. A permanent easement will be required over Part 1 and a temporary easement over Part 2 for construction as shown on Reference Plan 66R28534 . The bridge has been closed for a year and cannot be re-opened until the bridge is repaired.

Terms and Conditions:

Permanent Easement Agreement:

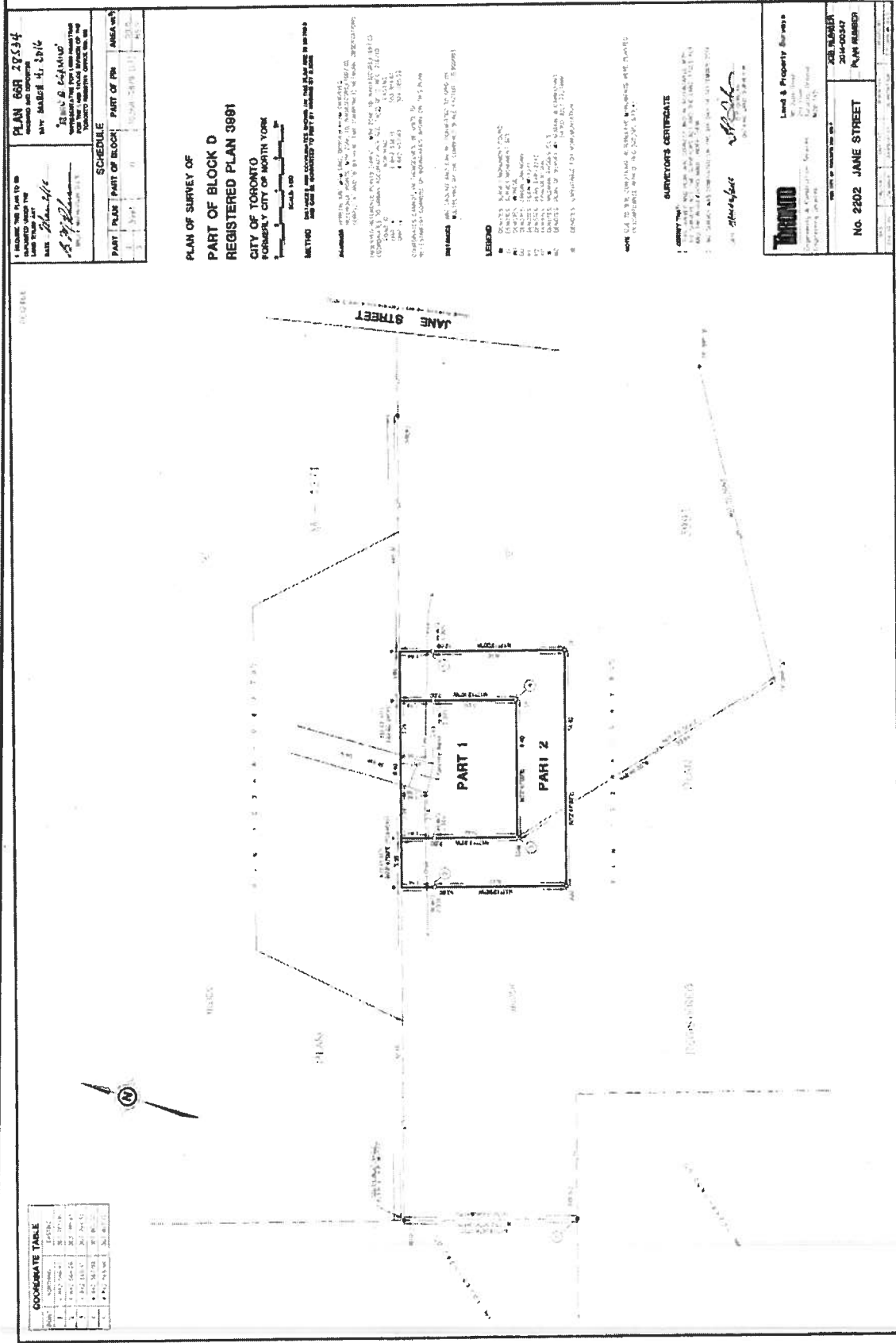
Owner: First Capital (North York) Corporation
Consideration: \$19,000.00
Easement Lands: Part 1 on Reference Plan 66R28534 as shown in Appendix "B".
Use: To conduct investigations related to geotechnical conditions, and to construct, install, erect, operate, use, maintain, inspect, alter, excavate, remove, replace, repair, enlarge, expand and reconstruct a pedestrian bridge, and bank slope revetment area.
Indemnity: The City shall indemnify and save the Owner harmless from and against any and all claims, demands, losses, costs, charges, actions or other proceedings under the Construction Lien Act in connection with the City's use of the land.
 The Owner will fully indemnify the City against any claims that arise out of the Owner's use or occupation of the Property subject to the permanent easement

Temporary Easement Agreement:

Owner: First Capital (North York) Corporation
Consideration: \$18,000.00
Term: Two (2) year temporary easement for geotechnical investigations and construction
 Six (6) month temporary easement for construction staging
Easement Lands: Part 2 on Reference Plan 66R28534 as shown in Appendix "B" and the area denoted as Construction Staging as shown on the sketch in Appendix "C".
Use: For the two (2) year easement: to conduct investigations related to geotechnical conditions, and to install, construct, remove, renew, replace, alter, excavate, enlarge, repair, expand, test, improve, upgrade, and refit (or any of them) the existing bridge, and to correct any deficiencies.
 For the six (6) month easement: for the temporary storage of vehicles, equipment, hoarding, staging and any materials
Indemnity: The City shall indemnify the Owner against any claims brought against the Owner by reason of the grant by the Owner to the City of the temporary easement, except when such claims are caused solely by the negligent act or omission of the Owner or those for whom it is at law responsible.
Release: The Owner releases the City from all manner of claims the Owner ever had or may have, for or by reason of the City's acquisition of the temporary easement, including without limiting the generality of the foregoing, any claim for consequential damages and any claim for injurious affection to the Property. The release does not apply in the case of loss or damage caused by or arising through the negligence of the City or those for whom the City is in law responsible.
Restoration: The City shall restore any lands disturbed to their condition immediately preceding the entry by the City on the Property, to the extent reasonably possible

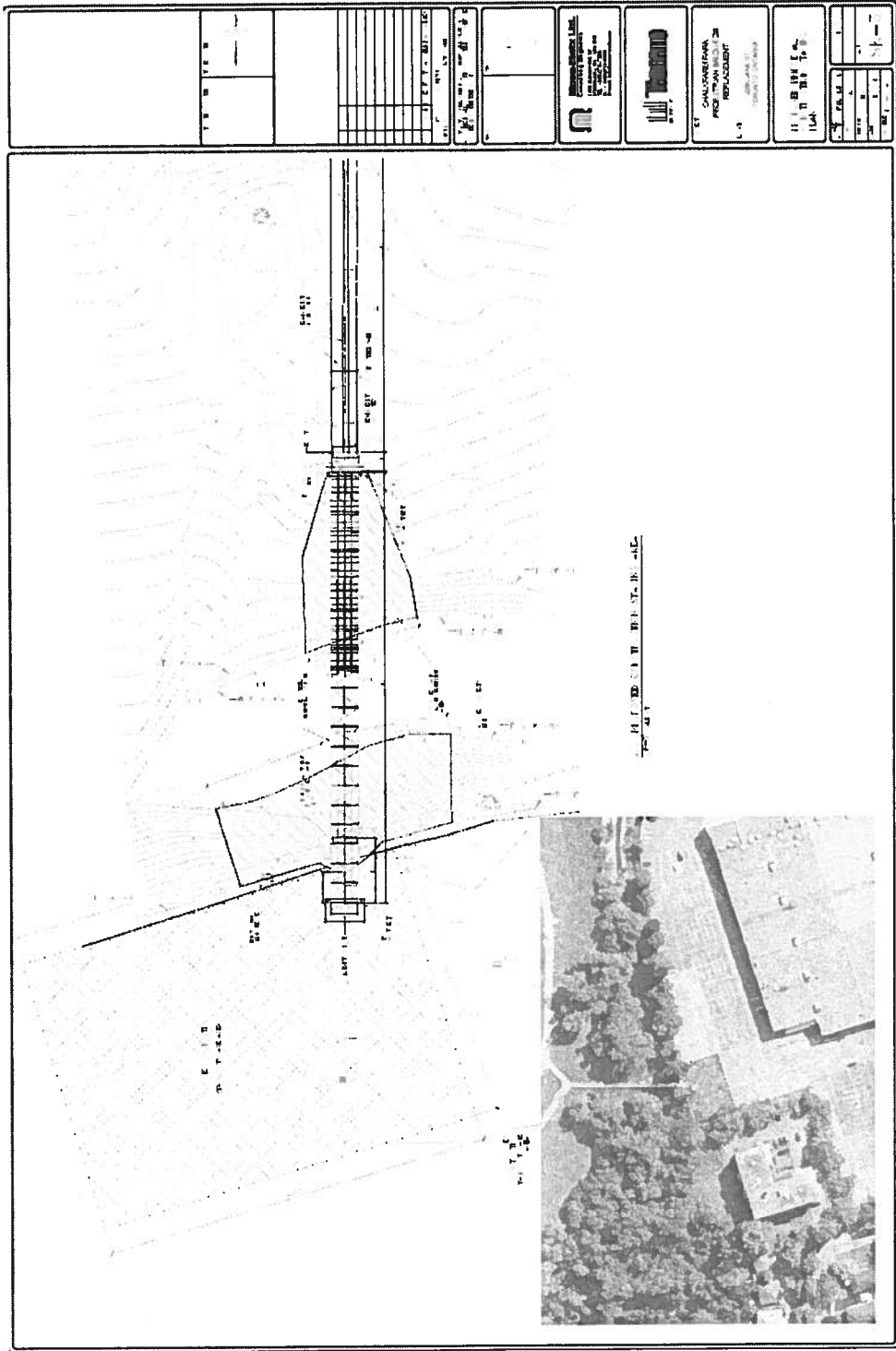
Appendix "B"

Plan 66R28534



Appendix "C"

Construction Staging



Appendix "D"

Location Map

