

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

TRACKING NO.: 2016-047

- 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 29, 2016	Phone No.:	416-392-7169

**Purpose**  
To authorize the execution of a Section 24 Agreement, pursuant to the *Expropriations Act* R.S.O. 1990, c.E.26 (the "Agreement"), with Ida Brandt ("the Owner") to acquire a permanent easement over part of the property known municipally as 36 Westmount Park Road, Toronto, (the "Property"), for the purpose of rehabilitating a section of the Chapman Sanitary Trunk Sewer and as a result of emergency storm-related erosion control work completed in 2013.

**Property**  
Part of 36 Westmount Park Road, Toronto, Ontario, Location map available in Appendix "B". The permanent easement locations are labeled as Parts 1, 2, 3 and 4 on 66R-28403 in Appendix "C".

- Actions**  
It is recommended that:
1. Authority be granted to authorize the execution of the Agreement with the Owner, to acquire a permanent easement over part of the Property, substantially in accordance with the Terms and Conditions set out in Appendix "A";
  2. the City Solicitor be authorized to negotiate, settle and amend the Agreement on behalf of the City, as required, including amending any dates under the Agreements and amending and waiving terms and conditions as she considers reasonable;
  3. in accordance with the delegated authority cited herein, the Director of Real Estate Services be authorized and directed to take necessary action to give effect thereto, including the payment of all monies and execution of any and all agreements and documents ancillary to the Agreement, including those required to release any expired or unnecessary title registrations; and
  4. the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

**Financial Impact**  
The Owner will be compensated \$85,000.00 (exclusive of applicable taxes) for the permanent easement. In addition, it has been agreed that the City will complete a planting and restoration plan which includes the construction of a chain-link fence and gate along the property line, as shown in Appendix "D", having a cost of \$40,000.00. In addition, the Owner's legal costs to a maximum of \$25,000.00 (inclusive of applicable taxes) will be incurred by the City. Funding for these costs are available in the 2016 Council Approved Capital Budget for Toronto Water in account CWW014-14-18.

The Deputy City Manager & Chief Financial Officer has reviewed this Delegated Approval Form Report and agrees with the financial impact information.

**Comments**  
The Chapman Sanitary Trunk Sewer (the "Sewer") is a 750mm trunk sewer which runs along the Chapman Creek. Toronto Water and Engineering & Construction Services will be rehabilitating a portion of the Sewer to address corrosion in the sewer pipe and to reline the sewer pipe and the maintenance holes, thereby extending the service life of the Sewer by an anticipated 50 to 75 years. The rehabilitation project extends through the rear of the Property to the Humber River. As part of the project, the City will be implementing an environmental management plan as per guidelines from the TRCA and the City's Parks, Forestry & Recreation division in order to protect trees, replace removed trees, and manage other ecological challenges within the Chapman Creek.

While the City does have existing easement rights over part of the Property, shown as Part 1 on 66R-28403, permanent easement rights over an additional portion of the Property of approximately 751.6 m<sup>2</sup> are required, shown as Parts 2, 3 and 4 on 66R-28403. In 2013, as a result of emergency storm-related erosion control work, the City completed creek bank and ravine stabilization work in order to protect the City's infrastructure on a portion of the Property that the City did not have any easement rights. A new easement with a total area of approximately 1365.8m<sup>2</sup> will be registered.

As of March 4, 2016, The Owner and the City of Toronto have come to a settlement agreement in respect of the expropriation commenced pursuant to the first stage authority set out in GM6.14 adopted on September 30<sup>th</sup>, October 1<sup>st</sup>, and 2<sup>nd</sup>, 2015. Staff are recommending the settlement for approval and believe the terms and conditions of the Agreement to be fair and reasonable.

**Terms**  
See Terms and Conditions outlined on Appendix "A".

<b>Property Details</b>	<b>Ward:</b>	02 – Etobicoke North
	<b>Assessment Roll No.:</b>	1919024120058000000
	<b>Approximate Size:</b>	n/a
	<b>Approximate Area:</b>	1365.8 m <sup>2</sup> (14,701.35 sq ft)
	<b>Other Information:</b>	



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 checked="" 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/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 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"/> (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"/> (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 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"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position.
12. Easements (City as Grantee):	<input 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"/> (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/Cautions; <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.	<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/Cautions; <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. 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:	Rob Ford				Councillor:										
Contact Name:	Dan Jacobs				Contact Name:										
Contacted by:	Phone	x	E-Mail		Memo	X	Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Dec 8, 2015				Comments:										
Consultation with ABCDs															
Division:	Engineering and Construction Services				Division:	Financial Planning									
Contact Name:	Prapan Dave				Contact Name:	Ron Budhu									
Comments:	Concurs				Comments:	Concurs									
Legal Division Contact															
Contact Name:	Jennifer Davidson and Nicole See-Too														
DAF Tracking No.: 2016-047					Date		Signature								
Recommended by: Manager					30 <sup>th</sup> MARCH 2016										
<input checked="" type="checkbox"/>	Recommended by: Director of Real Estate Services				Mar. 30/16		X 								
<input checked="" type="checkbox"/>	Approved by: Joe Casali														
<input type="checkbox"/>	Approved by: Chief Corporate Officer						X								
<input type="checkbox"/>	Approved by: 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"

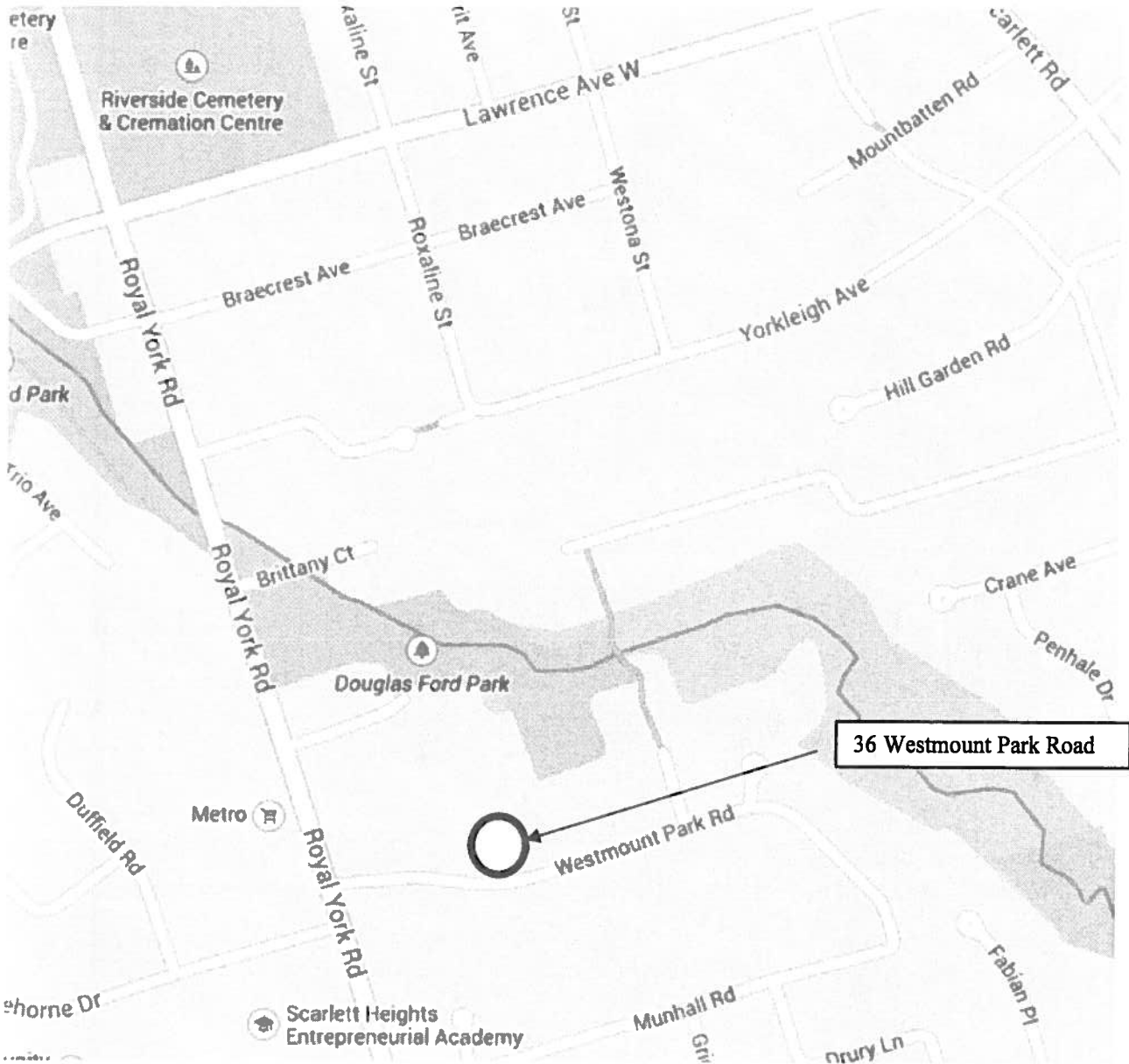
### Terms and Conditions

Owner:	Ida Brandt
Purchase Price:	\$85,000.00 (exclusive of applicable taxes)
Legal Fees:	\$25,000.00 (inclusive of applicable taxes)
Planting and Restoration Plan:	<p>(a) The City agrees that upon completion of the rehabilitation project, the Planting and Restoration Plan stipulated in Appendix "<u>D</u>" will be completed. It shall include, but is not limited to, the planting of twelve (12) trees on the Owner's Property and twenty-five (25) shrubs on both the Owner's Property and the adjacent City lands in locations to be determined jointly by the City and the Owner.</p> <p>(b) The City agrees to construct, on behalf of the Owner, a vinyl coated chain link fence, having a height of eight (8) feet, in the approximate location shown in <u>red</u> in Appendix "D". The City agrees to maintain, repair, and if necessary replace said fence at its own cost for a period of twenty-five (25) years from the date of installation, Said fence shall be the property of the Owner. Upon the expiration of the twenty (25) year maintenance period, it is understood and agreed that the Owner shall be provided, upon request, access over the adjacent City lands in order to complete maintenance work to the fence.</p> <p>(c) The City agrees to construct a portion of the fence with a lockable gate system in the approximate location shown in <u>green</u> in Appendix "D" and the Owner is to be provided with a key to the installed gate. The City acknowledges and confirms that said portion of fence/gate shall be its property and that the City shall be obliged to maintain, repair, and replace for a minimum period of at least fifty (50) years from the date of installation. Upon the expiration of the fifty (50) year period the City may determine, at its discretion, whether the said fence is required.</p>
Easement Lands:	Being part of PIN 07379-0339 (LT), described as Part of Lot 19, Con C fronting the Humber, As In EB464079, Etobicoke, City of Toronto, being Parts 1, 2, 3, and 4 on 66R-28403 attached as Appendix "C"
Use:	Completing the Chapman rehabilitation maintenance project and previously completed erosion control works.
Indemnity:	The City shall indemnify the Owner against all actions and claims brought against the Owner, and all losses sustained by the Owner, by reason of the grant of the easement.

**Full and final release of all claims payable under the Expropriation Act to be received on closing from the Owner and assessed tenants.**

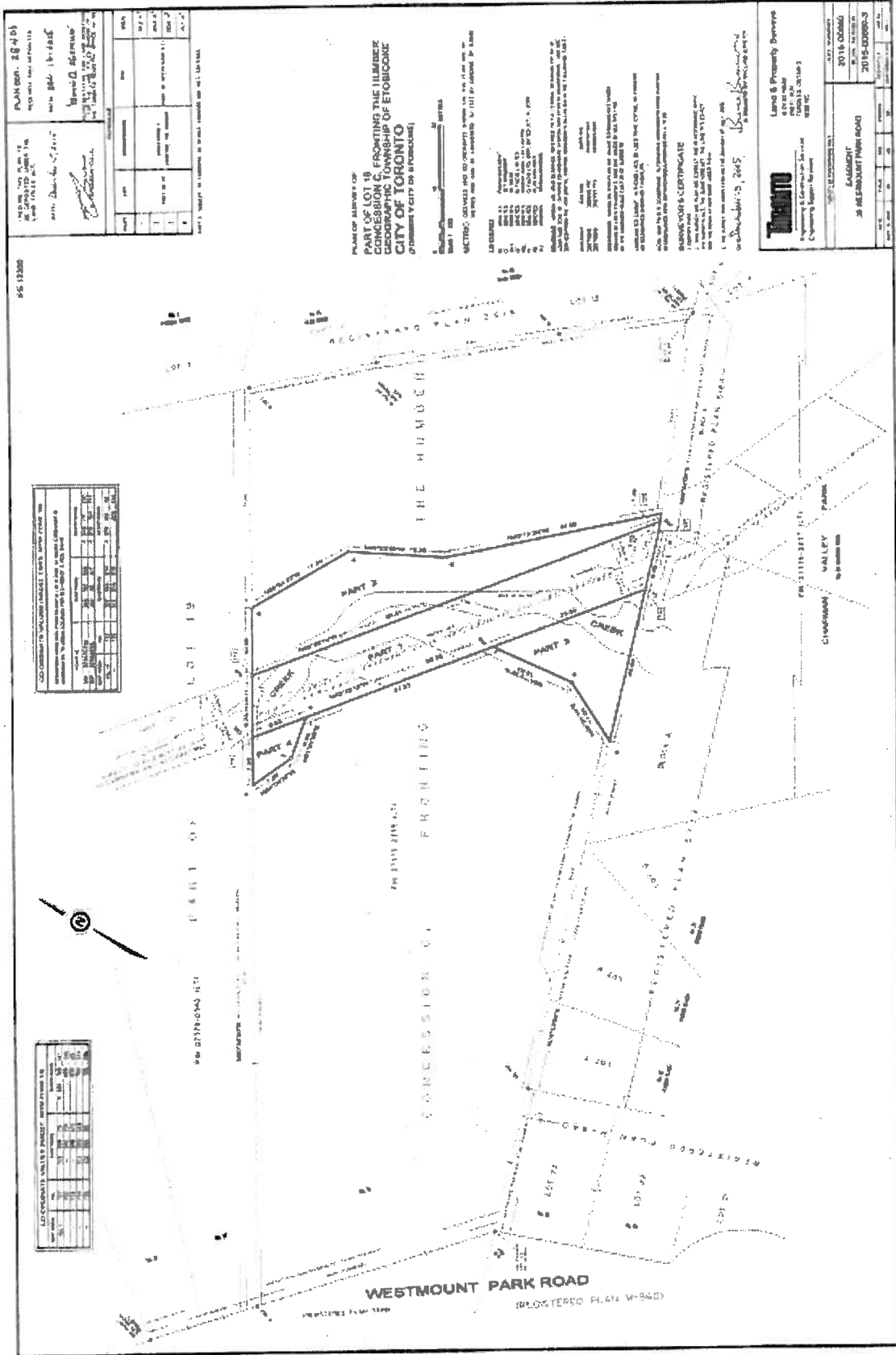
### Appendix "B"

#### Location Map



Appendix "C"

Plan 66R-28403



Appendix "D"

Planting and Restoration Plan:

**TABLE 1: TREE REMOVAL AND REPLACEMENT SUMMARY (CONTINUED)**

REMOVAL		REPLACEMENT		TOTAL	
NO. OF TREES	NO. OF SPECIES	NO. OF TREES	NO. OF SPECIES	NO. OF TREES	NO. OF SPECIES
104	12	240	13	344	25

**TABLE 2: PLANT SCHEDULE (CONTINUED)**

NO.	PLANT SPECIES	NO. OF TREES	NO. OF SPECIES	NO. OF TREES	NO. OF SPECIES
1	...	...	...	...	...
2	...	...	...	...	...

**TABLE 3: SEED SCHEDULE (CONTINUED)**

NO.	SEED SPECIES	NO. OF SEEDS	NO. OF SPECIES	NO. OF SEEDS	NO. OF SPECIES
1	...	...	...	...	...
2	...	...	...	...	...

During construction, granular material recommended by the Consultant will be laid on the current path to replace washed granular to permit vehicles. (or wood planks may be used) Seeding on slopes where feasible.

(Marked in green colour) - A portion of the chain link fence with a gate that shall be installed on the City property and higher lands to prevent damage due to storm. City to maintain this section of the chain link fence and the gate for number of years as specified in the agreement. Owner will be provided a key for the gate. Maintenance of the fence as mentioned in the accompanying agreement

Chain link fence to be installed by the City. (marked in blue on either side of the creek). May not be installed in a straight line due to trees. Installation without further tree removal. One sign with text - Private property beyond this point. Maintenance of the fence as per mentioned in the accompanying agreement

Install and extend a removable guardrail at La Rush to prevent vehicles and deter public (Removable so that access can be used by the City in future. Fence with a gate may be installed if the a Rush resident permits no guarantee)

12 Trees will be planted. Height 175 cm minimum. Owner will be consulted for the location of the trees. Trees can be planted 5 to 10 m away from the sewer to prevent root interference in future

Tree - shrub planting to narrow the path and deter public

Additional shrub planting at the end of the fence to deter public

