

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

TRACKING NO.: 2016-038

<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> 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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	March 8 th 2016	Phone No.:	392-1167
Purpose	To obtain authority to rescind a previous Delegated Approval Form (2014-048), which authorized the acquisition by the City of a fee simple interest on part of the property municipally known as 1901 Weston Road from Toronto Community and Housing Corporation (TCHC) and obtain authority for the City to enter into an Offer to Transfer Easement Agreement (the "Agreement") whereby the City acquires a permanent easement over that portion of the property shown as Part 1, on the Reference Plan 66R-27458 attached hereto as Appendix "A" for the purpose of increasing the pedestrian clearway at South Station Street to meet City standards.		
Property	A portion of the lands municipally know as 1901 Weston Road and shown as Part 1 on Reference Plan 66R-27458 attached hereto as Appendix "A".		
Actions	It is recommended that: <ol style="list-style-type: none"> 1. authority under Delegated Approval Form 2014-048 be rescinded; 2. authority be granted to enter into a an Offer to transfer Easement Agreement (the "Agreement") with Toronto Community Housing Corporation (TCHC) on the terms and conditions outlined herein, and any such other terms and conditions deemed appropriate by the Director of Real Estate Services and/or the Executive Director of Engineering and Construction Services, and in a form acceptable to the City Solicitor; 3. the Director of Real Estate Services, or his designate, administer and manage the Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director of Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction; 4. The City Solicitor be authorized to complete the transaction under the Agreement on behalf of the City, including payment of any necessary expenses and amending and waiving terms and conditions, on such terms as she considers reasonable 5. the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<ol style="list-style-type: none"> 1. The following costs will be incurred by the City in connection with this transaction: <ol style="list-style-type: none"> (a) TCHC has agreed to Transfer the Easement for the "nominal sum" of \$10.00; (b) Consideration for Access agreement \$2.00 (c) Registration fees of approximately \$100.00. 2. Funds are available in the 2016 Capital Budget for City Planning under account number CUR054-03. <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>The 'Civic Improvements' capital project at South Station St. and Lawrence Ave. W. project stemmed from the Weston 2021 Design Initiative. This was a multi-stakeholder event held in May 2011, organized by Councillor Nunziata to address urban design and development issues of concern in the area. The Initiative was a partnership between the City of Toronto, Metrolinx and the Urban Land Institute, with outside expertise involved to advise the City and the community. The need to improve the area was noted several times and improvements specifically for Lawrence Avenue West and South Station Street were depicted in the sketches that were developed during this Initiative. The subsequent 'John St. Revitalization Public Realm Improvement Plan' (DTAH, Jan. 2013) recommended the narrowing of South Station. St. and additional streetscape improvements, which were integrated into the current recommended capital works project. The additional right-of-way on the west boulevard of South Station Street, adjacent to the TCHC building, will allow for tree plantings in open planting beds (providing optimal growing conditions and cost effective means of designing for shade trees in sidewalks). In order to maintain a minimum 2.1 meter pedestrian clearway on City property, the City requires the acquisition of the fee simple interest in the Property.</p>		
Terms	<i>Please see pg 4</i>		
Property Details	Ward:	11 York South-Weston	
	Assessment Roll No.:		
	Approximate Size:	42.8 m ² ±	
	Approximate Area:		
	Other Information:		

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/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"/> (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.


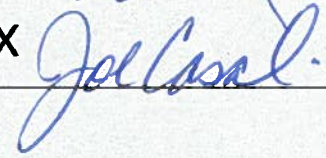
B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

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:		F. Nunziata				Councillor:						
Contact Name:		J Cicchilli				Contact Name:						
Contacted by:		Phone	E-Mail	Memo	X	Other	Contacted by:		Phone	E-mail	Memo	Other
Comments:		Concurs				Comments:						
Consultation with ABCDs												
Division:		Engineering & Construction Services				Division:		Financial Planning				
Contact Name:		Azizul Haque				Contact Name:		Filisha Mohammed				
Comments:		Concurs				Comments:		Concurs				
Legal Division Contact												
Contact Name:		Luxmen Aloysius										

DAF Tracking No.: 2016-038	Date	Signature
Recommended by: Manager Tim Park	MARCH 8 2016	
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	MAR. 11/16 X	
<input checked="" type="checkbox"/> Approved by: Joe Casali		
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli		

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 leasing matters (**A.9** and **A.10**) 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.

Terms DAF# 2016-038

Owner / Transferor: Toronto Community Housing Corporation (TCHC)

Transferee: The City of Toronto (the `City`)

Purchase Price: \$10.00

Consideration for Access easement: \$2.00

Easement Lands: Part 1 on Reference Plan 66R-27458.

Grant of Easement: TCHC grants to the City , its successors and assigns, a non-exclusive easement or right in the nature of an easement in common with others now or hereafter entitled thereto in, over, along, upon and through the Easement Lands for the purposes of ingress and egress to and from South Station Street to the City's adjacent lands, for the general public and the City, its agents, consultants, contractors, employees, invitees, servants, and tenants of the City and their agents, consultants, contractors, customers, employees, invitees and servants, from time to time, for pedestrian access (the "Access Easement").

Maintenance and Repairs: The City shall be responsible, at its sole cost and expense, for the operation, maintenance, inspections, alterations, replacement, reconstruction, repair and upgrades to the Easement Lands, save for any damage to the Easement Lands due to or arising out of the use of the Access Easement by the TCHC or its agents, consultants, contractors, customers, employees, invitees and servants, which shall be the sole responsibility of the TCHC.

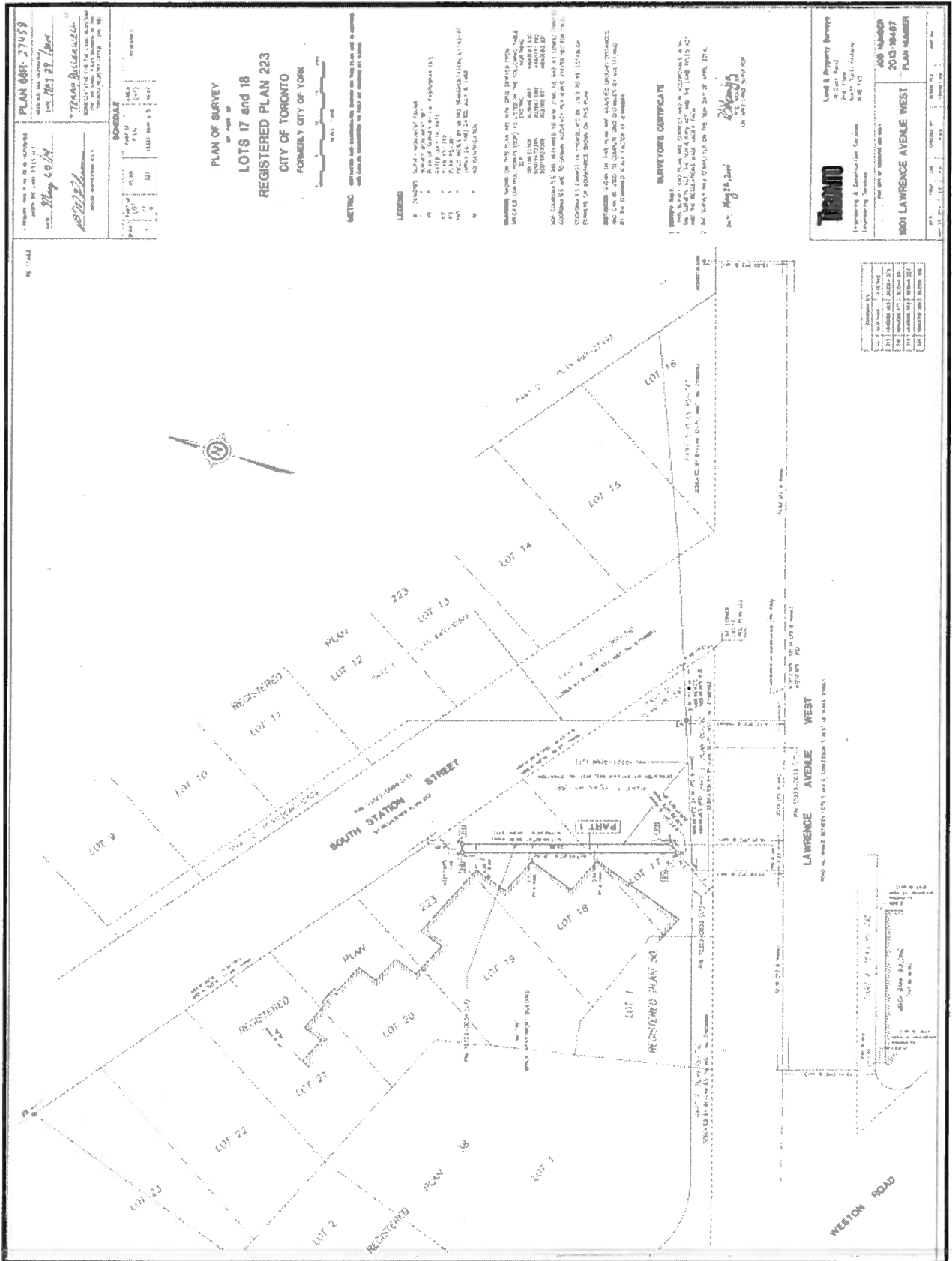
Restoration: Upon completion of any work, the City shall fill in any excavations and restore the surface of the Easement Lands to the condition existing immediately prior to commencement of the work, all to the satisfaction of the TCHC, acting reasonably. TCHC shall hold the City harmless from and against any and all claims, damages, losses or liabilities that may be suffered or incurred, directly or indirectly, by the City arising from or in respect of such work, alterations, replacements, reconstruction or repairs to the Access Easement, except as a result of any act or omission of the City, its servants, agents, or contractors.

Indemnity:

The City shall at all times indemnify and save harmless TCHC from any and all manner of claims, demands, damages, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on TCHC or their property in respect of any loss, damage or injury (including fatal injury) to any person or property directly or indirectly arising out of or resulting from or sustained as a result of the City's occupation of or use of the Easement Lands, the City's exercise of any of their rights under the Agreement or the condition of the Easement Lands, or the affect of such condition upon adjoining properties, save and except to the extent caused by the negligence of the TCHC.

The terms of the "Offer to Transfer Easement" Agreement are acceptable to City staff.

"Appendix A" Plan No. 66R-27458



"Appendix B" Location Map of Easement

