

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

TRACKING NO.: 2016-074

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.

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| Prepared By: | Vicky Papas | Division: | Real Estate Services |
| Date Prepared: | September 20, 2016 | Phone No.: | 392-1830 |

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| Purpose | To obtain authority to acquire the property at 144 Balsam Avenue (the "Property") from Toronto Community Housing Corporation ("TCHC") for the expansion of Glen Stewart Ravine for Parks Forestry and Recreation (PF&R). |
| Property | 144 Balsam Avenue, Toronto, being legally described as Part Lot 31, Plan 451, East Toronto, Part 1, 64R-17009, City of Toronto, PIN: 21006-0577 (LT), as shown on the attached Survey and Location Map. |
| Actions | <p>It is recommended that:</p> <ol style="list-style-type: none"> Authority be granted to enter into an agreement with TCHC to acquire the Property substantially on the terms and conditions outlined in Appendix "A" and such other terms and conditions as deemed appropriate by the Chief Corporate Officer and in a form acceptable to the City Solicitor; Authority be granted to the Chief Corporate Officer or their designate to administer and manage the agreement 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 (including their content) to City Council for its determination and direction. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, such terms as she considers reasonable; and The appropriate city officials be 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 agreement:</p> <ol style="list-style-type: none"> Purchase Price: \$1,117,500.00 Land Transfer Tax (Provincial): \$18,825.00 Registration Costs: \$200.00 Environmental Costs (Phase I, Phase II plus Designated Substance Survey): \$24,175.00 <p>Funding for these costs totaling \$1,160,700.00 is available in the 2016 Council Approved Capital Budget for Parks, Forestry & Recreation under account CPR115-46-01 "Parkland Acquisition – FY2016".</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact Information.</p> |
| Comments | The Property is situated south of Kingston Road and west of Victoria Park. It is an improved lot with a detached bungalow of approximately 2,000 sq.ft. It is designated as Parks and Open Space in the Official Plan. In 2012, City Council, as Shareholder of TCHC, approved the sale of the Property by TCHC, and it was subsequently listed for sale on the open market. City Planning alerted TCHC that due to the parkland designation, redevelopment of the Property would be restricted. The Property was withdrawn from the market and was offered to PF&R. PF&R is interested in acquiring the Property for expansion of the Glen Stewart Ravine which is designated as an Environmentally Sensitive Area. PF&R intends to demolish the house to improve the trail entrance to the Glen Stewart Ravine from Balsam Avenue and to create a naturalized passive park entrance. |
| Terms | Outlined in Appendix "A" on page 4. |

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| Property Details | Ward: | 32 – Beaches-East York |
| | Assessment Roll No.: | 1904093450021000000 |
| | Approximate Size: | |
| | Approximate Area: | 1.185 acres |
| | Other Information: | N/A |

| A. | Director of Real Estate Services has approval authority for: | Chief Corporate Officer has approval authority for: |
|--|--|--|
| <p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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 & Parks & 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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Cautions;</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><input checked="" type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><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).</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/Cautions;</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> |

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: | Mary Margaret McMahon | | | | | Councillor: | | | | |
| Contact Name: | Edward Birnbaum (Executive Assistant) | | | | | Contact Name: | | | | |
| Contacted by: | Phone | E-Mail | Memo | Other | | Contacted by: | Phone | E-mail | Memo | Other |
| Comments: | Consent provided | | | | | Comments: | | | | |
| Consultation with ABCDs | | | | | | | | | | |
| Division: | Parks Forestry and Recreation | | | | | Division: | Finance | | | |
| Contact Name: | David Douglas | | | | | Contact Name: | Filisha Mohammed | | | |
| Comments: | Reviewed | | | | | Comments: | No issues | | | |
| Legal Division Contact | | | | | | | | | | |
| Contact Name: | Kathleen Kennedy | | | | | | | | | |
| DAF Tracking No.: 2016- 074 | | | | | Date | | Signature | | | |
| Recommended by: Manager | | | | | Sept 21 2016 | | Signed By: Tim Park | | | |
| <input checked="" type="checkbox"/> | Recommended by: Director of Real Estate Services Joe Casali | | | | Sept 26 2016 | | Signed By: Joe Casali | | | |
| <input type="checkbox"/> | Approved by: | | | | | | | | | |
| <input checked="" type="checkbox"/> | Approved by: Chief Corporate Officer Josie Scioli | | | | Sept 30 2016 | | Signed By: 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 **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

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|---------------------------|--|
| Vendor: | Toronto Community Housing Corporation |
| Purchaser: | City of Toronto |
| Purchase Price: | \$1,117,500.00 |
| Deposit: | \$10.00 |
| Lands: | Property Municipally known as 144 Balsam Avenue, City of Toronto, ON, being legally described as: Part Lot 31, Plan 451, East Toronto, Part 1, 64R-17009, City of Toronto, PIN 21006-0577(LT) |
| Property Rights: | Fee simple ownership |
| Irrevocable Period: | Shall be the period of time ending at 11:59 p.m. on the Business Day next following 30 days after the Vendor's execution of this Offer. |
| Due Diligence Period: | Shall be the period of time ending at 11:59 p.m. on the Business Day next following 45 days after the agreement is executed by the City, unless waived earlier. The City may extend the Due Diligence Period for a further 30 Business Days to determine that the Property is suitable for the City's purposes (the "Due Diligence Condition"). |
| Closing Date: | Shall be the Business Day next following 25 days after delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition. The City, upon delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition, may advance the Closing Date upon providing the Vendor with not less than Five (5) Business Days written notice. |
| Environmental: | During the Due Diligence Period, the City will undertake a Phase I Environmental Assessment (and a Phase II Environmental Assessment if necessary) and a Designated Substance Survey to ensure that the Property is in compliance with MOE or other requirements such that the Property will be fit for its intended municipal purpose. |
| Warranties and Indemnity: | The Vendor shall provide to the City, on Closing, a statutory declaration that the Warranties in the agreement are correct and true as of Closing. The Vendor shall indemnify and save harmless the City from and against Claims incurred by, suffered by or brought against the City resulting, directly or indirectly from any breach of the Warranties. |

