

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

**TRACKING NO.: 2018-359**

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, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Bruno Iozzo	Division:	Real Estate Services
Date Prepared:	November 16, 2018	Phone No.:	(416) 392-8151

<b>Purpose</b>	To obtain approval to enter into a Land Exchange Agreement (the "Agreement") to exchange surplus portions of Dundas Street West for lands owned by the Trustees of St. Andrew's Presbyterian Church, Islington (the "Church"), conditional upon City Council approving the permanent closure of the surplus portions of Dundas Street West.
<b>Property</b>	<ol style="list-style-type: none"> <li>North-East portions of the property municipally known as 3819 Bloor Street West, legally described as part of PIN 07541-0060 (LT), being part of Lot 6, Concession 5 Colonel Smith's Tract; Etobicoke, City of Toronto and shown as Parts 1, 2 (the "New Road Lands") and 5 (the "Temporary Easement Lands") on Sketch No. PS-2017-110 attached hereto as Appendix "B".</li> <li>Portions of Dundas Street West located immediately south of 3819 Bloor Street West, legally described as part of PIN 07541-0072 (LT), being part of Lot 6, Concession 5 Colonel Smith's Tract; Etobicoke, City of Toronto and shown as Parts 3 and 4 on Sketch No. PS-2017-110 attached hereto as Appendix "B" (the "Road Allowance Lands").</li> </ol>
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into the Agreement with the Church for the sale of the surplus Road Allowance Lands to the Church in exchange for the conveyance to the City of the New Road Lands and for the conveyance to the City of a 3-month construction easement over the Temporary Easement Lands for a sale price of \$1,800.00. The Agreement shall be substantially on the terms outlined on page 4 and on such other or amended terms as deemed appropriate by the Director, Real Estate Services, and in a form satisfactory to the City Solicitor.</li> <li>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 on such terms as she considers reasonable.</li> <li>The General Manager of Transportation Services be authorized to give notice to the public of a proposed by-law to close the Road Allowance Lands in accordance with the requirements of City of Toronto Municipal Code, Chapter 162, with the Etobicoke Community Council to hear any member of the public who wishes to speak to the matter during consideration of the proposed by-law.</li> <li>The General Manager of Transportation Services be authorized to advise the public of the proposed closure of the Road Allowance Lands prior to implementation, in accordance with the requirements of the Municipal Class Environmental Assessment for Schedule A+ activities, by posting notice of the proposed closure on the notices page of the City's website for at least five working days prior to the Etobicoke Community Council meeting at which the proposed by-law to close the Road Allowance Lands will be considered.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The following costs will be incurred by the City in connection with the Agreement with the Church:</p> <ol style="list-style-type: none"> <li>Temporary Easement Consideration = \$1,800.00</li> <li>Reimbursement of Church's Legal Fees = \$5,500.00 plus applicable taxes</li> <li>Contribution towards Church's Parking Lot Restoration Costs = \$18,745.43 plus applicable taxes</li> <li>Environmental Site Assessment of New Road Lands = \$30,000.00 (approximately)</li> <li>City's Land Transfer Taxes = \$2,852.00 (provincial portion only)</li> <li>Reimbursement of Church's Land Transfer Taxes = \$5,650.00 (municipal and provincial portion)</li> <li>Reimbursement of Church's HST (net of rebates) = \$11,426.00</li> <li>Registration Costs = \$500.00 (approximately)</li> </ol> <p>Funding for these costs, totaling approximately \$76,473.43 (plus applicable taxes), is available in the 2018 Council Approved Capital Budget and Plan of the Facilities, Real Estate, Environment &amp; Energy (FREEE) Division under capital account CCA194-01.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	See Page #4.
<b>Terms</b>	See Page #4.

<b>Property Details</b>	<b>Ward:</b>	5 – Etobicoke-Lakeshore
	<b>Assessment Roll No.:</b>	19 19 031 420 004 00 (church property)
	<b>Approximate Size:</b>	Irregular
	<b>Approximate Area:</b>	206 m <sup>2</sup> (each parcel being exchanged) & 241.5 m <sup>2</sup> (temporary easement area)
	<b>Other Information:</b>	N/A

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/REOs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input checked="" type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	<b>Delegated to a more senior position.</b>	<b>Delegated to a more senior position.</b>
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 checked="" 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:	<b>Delegated to a more senior position.</b>	<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.
	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input 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.
	<b>Delegated to a more senior position.</b>	<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 checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to a more senior position.</b>	<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 Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:					Justin Di Ciano				
Contact Name:					Rebecca Guida – Constituency Assistant				
Contacted by:		Phone	X	E-Mail		Memo		Other	
Comments:					Approves (Nov/15/2018)				
Consultation with Divisions and/or Agencies									
Division:					Engineering & Construction Services				
Contact Name:					Sarmad Al-Douri				
Comments:					No concerns (Nov/13/2018)				
Division:					Financial Planning				
Contact Name:					Patricia Libardo				
Comments:					No issues (Nov/16/2018)				
Legal Division Contact									
Contact Name:					Jacqueline Vettorel (Nov/13/2018)				

DAF Tracking No.: 2018-359	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services Daran Somas</b> <input type="checkbox"/> Approved by:	Nov 21, 2018	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by: <b>Acting Director, Real Estate Services Tim Park</b>	Nov 22, 2018	Signed By: Tim Park

#### 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 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, except for property acquisitions of 50M<sup>2</sup> 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").

## Comments

Over the next several years, the "Etobicoke Centre" area will develop as the urban focal point for the western part of the City of Toronto. It is one of the four centres where a concentration of workers and residents will be encouraged to create significant economic activity. The existing configuration of the Six Points Interchange (where Bloor Street West, Kipling Avenue and Dundas Street West all intersect) has been identified as a significant barrier to development in this area and to the realization of the future vision for the Etobicoke Centre district. Plans for the intensification in the area have been studied extensively over the past few years. Many policies have been adopted over that time that have led to the proposed reconfiguration of the Six Points Interchange.

The City's Transportation Services Division has identified certain property requirements in the general vicinity that are needed to expand existing public highways, which will alleviate congestion and traffic once the existing highways are decommissioned. Certain lands owned by the Church have been identified as required in the Six Points Interchange Reconfiguration Strategy.

The acquisition of the New Road Lands and a temporary easement over the Temporary Easement Lands will enable the City to proceed with the proposed reconfiguration and expansion of the existing roads in the area, permitting the removal of multiple municipal highway ramps that take up significant space in the area. The acquisition of the New Road Lands and the temporary easement over the Temporary Easement Lands is vital to the proposed Six Points Interchange Redevelopment Project given their strategic location.

Negotiations with representatives of the Church have achieved a solution that would enable the acquisition by the City of the New Road Lands and the temporary easement over the Temporary Easement Lands in exchange for the surplus Road Allowance Lands and a cash payment in the amount of \$1,800.00 from the City. In addition, the City would pay the Church's reasonable legal fees, costs to restore its parking lot and applicable taxes and closing costs arising from the transaction. The proposed Agreement is mutually beneficial to both parties.

City staff deem the terms of the proposed Agreement to be fair, reasonable and reflective of market value.

## Terms

**Lands to be conveyed by City to Church** – Parts 3 & 4 on Sketch No. PS-2017-110 (totaling approx. 206m<sup>2</sup>)

**Lands to be conveyed by Church to City** – Parts 1 & 2 on Sketch No. PS-2017-110 (totaling approx. 206m<sup>2</sup>)

**Temporary Easement to be conveyed by Church to City over Temporary Easement Lands** – Part 5 on Sketch No. PS-2017-110 (totaling approx. 241.5 m<sup>2</sup>)

**Temporary Easement Term** – 90 days, commencing on a date to be specified in writing by the City

**Temporary Easement Consideration to be paid by City** – \$1,800.00

**Reimbursement by City of Church's Legal Fees** – up to a maximum of \$5,500 (plus applicable taxes)

**Contribution by City to Church's Parking Lot Restoration Costs** – \$18,745.43 (plus applicable taxes)

**"As-Is" Condition** – The Road Allowance Lands and New Road Lands are each being sold "as-is".

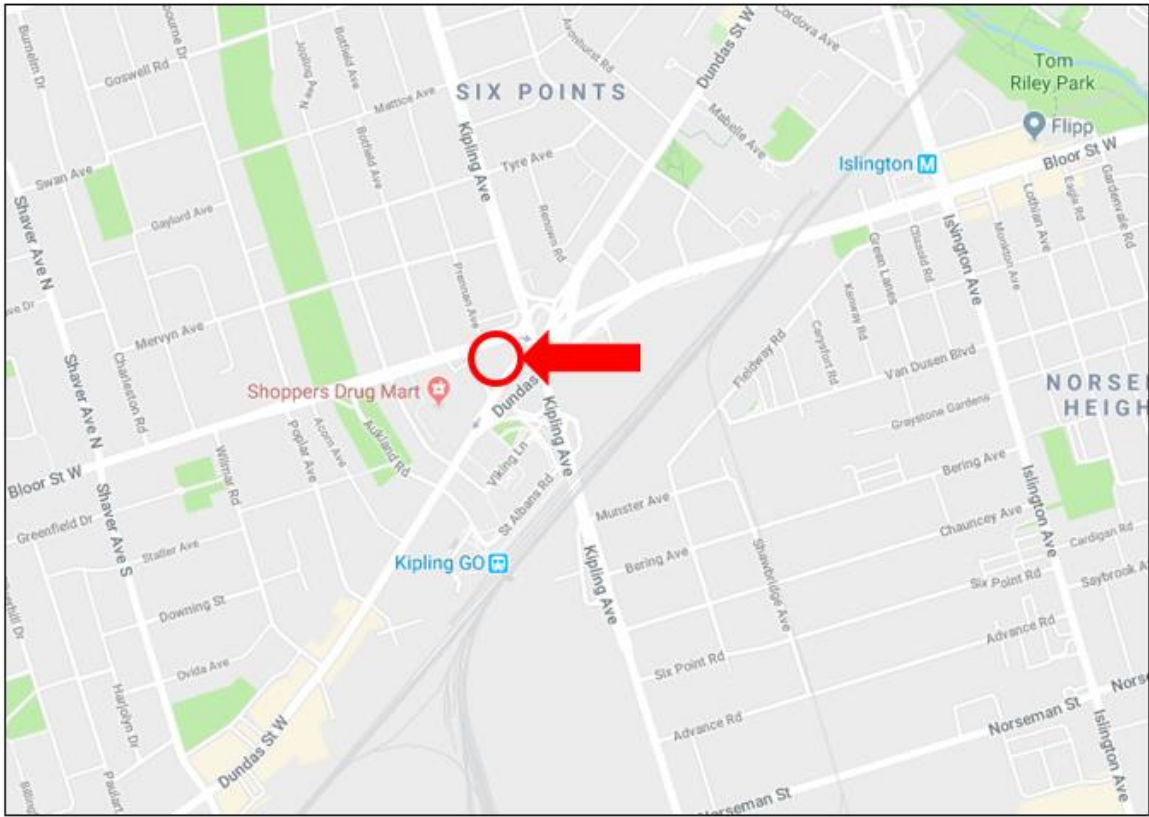
**Due Diligence Condition** – The City's obligation to complete the transaction is conditional for 120 days from the date the Agreement is executed by both parties (with the City having the right, in its sole discretion, to end the conditional period for an additional 30 days) on the City being satisfied, in its sole discretion, that the New Road Lands and the Temporary Easement Lands are suitable for its purposes.

**Phase 1 Closing Date: Conveyances to City** – 45<sup>th</sup> day next following the date on which the by-law permanently closing the Road Allowance Lands as a public highway is enacted by City Council

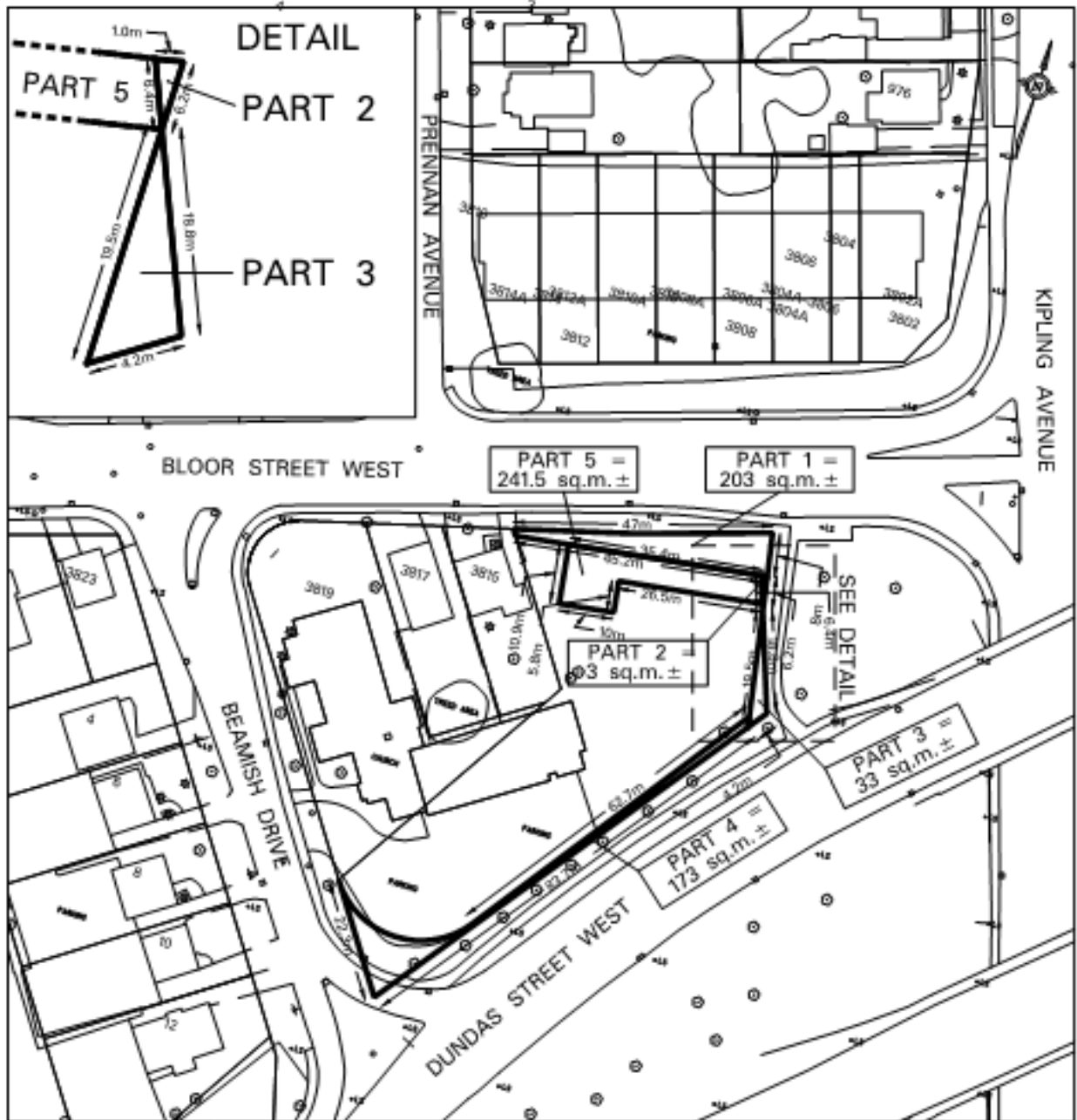
**Phase 2 Closing Date: Conveyance to Church** – 45<sup>th</sup> day next following the earlier of (i) the date on which the City delivers written notice to the Church that the Six Points Interchange Reconfiguration Project has been completed; and (ii) December 31, 2021

**Taxes and Closing Costs** – The City shall pay all taxes charged and registration costs which are payable in connection with the transfer of the New Road Lands and the Temporary Easement to the City. The City shall also pay all taxes charged (net of rebates) and registration costs which are payable in connection with the transfer of the Surplus Road Lands to the Church.

### Appendix "A" – Location Map



### Appendix "B" – Property Sketch



NOTE:  
THIS SKETCH HAS BEEN  
COMPILED FROM OFFICE  
RECORDS. MEASUREMENTS  
ARE APPROXIMATE.

CHECK BY JOHN HOUSE  
PREPARED BY DWAYNE PITT

PROPERTY INFORMATION SHEET  
SKETCH SHOWING PORTIONS OF  
NO. 3819 BLOOR STREET WEST (PARTS 1, 2 AND 5)  
AND PUBLIC HIGHWAY LANDS (PARTS 3 AND 4)

WARD 5 – ETOBICOKE-LAKESHORE  
DATE: NOVEMBER 30, 2017

SKETCH No. PS-2017-110