

DELEGATED APPROVAL FORM
CITY MANAGER
DEPUTY CITY MANAGER, CORPORATE SERVICES

TRACKING NO.: 2019-337

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:	Ishan Dasgupta	Division:	Real Estate Services
Date Prepared:	November 22, 2019	Phone No.:	416-392-7165

Purpose	To initiate the process to permanently close a portion of a public lane and to authorize the General Manager of Transportation Services to give notice of a proposed by-law to close the public lane and to obtain authority to enter into and complete a Land Exchange Agreement ("LEA") with Scout Condos Gp Inc. and Scout Condos Limited Partnership (the "Developer") whereby the City will transfer ownership of a portion of the public lane in exchange for acquiring ownership of lands for a new lane, a permanent easement, a road widening and a cash payment, all conditional upon City Council approving the permanent closure of the lane.
Properties	<p>All lands involved in the LEA are on or adjoining 1791 & 1789 St Clair Ave West.</p> <p>The "Existing Lane": The City-owned lands to be acquired by the Developer constitute a portion of the public lane running north-south between St. Clair Avenue and Connolly St as shown on the location map attached hereto as Appendix "A" and are legally described as Part of Lane Plan 141, as shown as Parts 7-9 on 66R-30869, being part of PIN 21323-0125 (LT).</p> <p>The "New Lane": The Developer will be constructing a new lane to connect Ford Street to the remainder of the existing lane on a portion of its property legally described as Part of Lot 4, Plan 141, as shown as Part 5 on 66R-30869, being part of PIN 21323-0517 (LT) and shown on the location map attached hereto as Appendix "A".</p> <p>"The Surface Access Easement": The lands over which the City will be acquiring an easement to facilitate safe passage of large vehicles on the new lane are legally described as Part of Lot 4 on Plan 141, as shown as Part 3 on 66R-30869 and Part of Lane on Plan 141, as shown as Part 8 on 66R-30869.</p> <p>The "Road Widening Lands": The lands the City will be acquiring for road widening purposes are legally described as Part of Lot 1, Plan 141, as shown as Part 1 on 66R-30869, being part of PIN 21323-0517(LT) and shown on the location map attached hereto as Appendix "A".</p>
Actions	<ol style="list-style-type: none"> The General Manager of Transportation Services is authorized to give notice to the public of a proposed by-law to permanently close the Existing Lane in accordance with the requirements of the City of Toronto Municipal Code, Chapter 162, with the Toronto and East York Community Council to hear any member of the public who wishes to speak to the matter during consideration of the proposed bylaw. The General Manager of Transportation Services is authorized to advise the public of the proposed closure of the Existing Lane 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 notice page of the City's website for at least five working days prior to the Toronto and East York Community Council meeting at which the proposed bylaw to close the Existing Lane will be considered. The City enter into and complete the LEA with the Developer for the sale of the Existing Lane to the Developer, in exchange for acquiring the New Lane, the Surface Access Easement, the Road Widening Lands and monetary consideration to the City in the amount of \$765,900.00 plus tax. The LEA shall be substantially on the terms outlined below and on such other terms as deemed appropriate by the Deputy City Manager, and in a form satisfactory to the City Solicitor.
Financial Impact	See "Financial Impact" on page 4
Comments	See "Comments" on page 4
Terms	See "Terms" on page 4

Property Details	Ward:	9 – Davenport
	Assessment Roll No.:	Not assessed
	Approximate Size:	6 m x 48.5 m ± (19.7 ft x 159.1 ft ±)
	Approximate Area:	294.2 m ² ± (3,134.3 ft ² ±)
	Other Information:	Public Lane

A.	Deputy City Manager, Corporate Services has approval authority for:	City Manager has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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 checked="" type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input checked="" 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 Divisions and Agencies.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input checked="" type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</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 type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p>Delegated to a less senior position.</p>

B. City Manager and Deputy Manager, Corporate 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.

Deputy City Manager, Corporate 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.
- Expropriation Applications and Notices following Council approval of expropriation.

Consultation with Councillor(s)										
Councillor:	Ana Bailao				Councillor:					
Contact Name:					Contact Name:					
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	No objections (11/22/2019)				Comments:					
Consultation with Divisions and/or Agencies										
Division:	Transportation Services				Division:	Financial Planning				
Contact Name:	Ed Presta				Contact Name:	Filisha Jenkins				
Comments:	No concerns (11/22/2019)				Comments:	Comments incorporated (11/22/2019)				
Legal Division Contact										
Contact Name:	Catherine Thomas - Comments incorporated (11/22/2019)									

DAF Tracking No.: 2019-337	Date	Signature
Recommended by: Acting Manager, Real Estate Services, Melanie Hale-Carter	Nov. 22, 2019	Signed by Melanie Hale-Carter
Recommended by: Acting Director, Real Estate Services, Nick Simos	Nov. 22, 2019	Signed by Nick Simos
<input checked="" type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services <input type="checkbox"/> Approved by: Josie Scioli	Nov. 22, 2019	Signed by Josie Scioli
<input type="checkbox"/> Approved by: City Manager Chris Murray		X

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 50M² 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").

Major Terms and Conditions of Sale of Existing Lane

Current Owner:	City of Toronto
Appraised Value	\$1,579,100.00
Lands:	Parts 7-9 on 66R-30869
Property Rights:	Fee Simple Ownership
"As Is" Condition:	City is selling the Existing Lane on an "as is" basis without any warranty or representation as to the environmental condition. From the closing date, the Existing Lane shall be entirely at the risk of the Developer and the Developer has agreed to release the City from every and all claims the Developer may suffer.
Pre-Closing Conditions:	Sale is conditional on Council passing a road closure bylaw and the satisfactory relocation of existing utilities.
Closing Date:	Closing will occur 30 days after the later of when the Closure By-law is enacted by City Council or the Developer satisfies all of its pre-closing conditions. The Developer has 182 days to satisfy same once City has signed the LEA.
Closing Costs:	The Developer shall pay any Land Transfer Tax payable and the registration costs for the transfer
Indemnity:	Developer has agreed to indemnify the City in event any claims brought against city as a result of closing lane

Major Terms and Conditions of Acquisition of New Lane

Current Owner:	Scout Condos Gp Inc. and Scout Condos Limited Partnership
Appraised Value :	\$1,578,000.00
Lands:	Part 5 on 66R-30869
Property Rights:	Fee Simple Ownership
Environmental Condition and Construction Requirements:	Developer was required to obtain an Environmental Compliance Approval from Ministry of the Environment, Conservation and Parks prior to commencing construction of the new lane, along with all other necessary approvals. Construction of the lane and sewer may be stopped by the City if safety of the public is compromised or work is not being performed in accordance with good engineering practices.
Pre-Closing Conditions:	City won't acquire ownership of the land until a lane and below grade storm sewer and catch basin have been built thereon in accordance City specifications and to the Chief Engineer's satisfaction. Developer must adhere to the City's fair wage policy and labour obligations while constructing the lane and sewer. The Developer also paid 6,670 dollars to offset the City's costs incurred as a result of inspecting the construction.
Closing Date:	Closing will occur 30 days after the later of when the Closure By-law is enacted by City Council or the Developer satisfies all of its pre-closing conditions. The Developer has 182 days to satisfy same once City has signed the LEA.
Closing Costs:	The Developer shall pay any Land Transfer Tax payable and the registration costs for the transfer
Warranty and security:	The Developer is required to complete any required repairs or remedial work to the new lane and sewer for 2 years from the date the new services are accepted by the Chief Engineer and the City may draw on a letter of credit to be provided upon closing in the event the Developer defaults on its obligations.

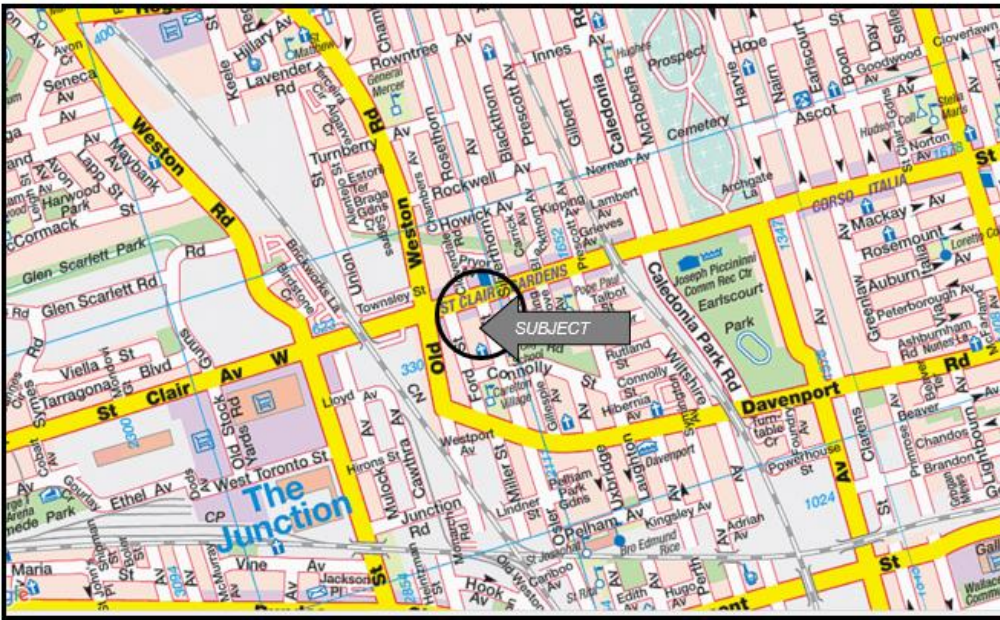
Major Terms of Acquisition of Surface Easement Lands in Favour of the City

Owner:	Scout Condos Gp Inc. and Scout Condos Limited Partnership
Appraised Value:	\$33,000.00
Lands:	Parts 3 and 8 on 66R-30869
Property Rights:	Permanent easement on behalf of City and the general public
Purpose:	To allow for safe turning radius of 90 degree turns for large trucks and vehicles to access the new east-west lane from the remaining existing lane and vice versa
Closing Date:	Closing will occur 30 days after the later of when the Closure By-law is enacted by City Council or the Developer satisfies all of its pre-closing conditions. The Developer has 182 days to satisfy same once City has signed the LEA. The City's use rights will only become effective once the driveway has been constructed.
Closing Costs:	The Developer shall pay any Land Transfer Tax payable and the registration costs for the transfer
Timing Considerations:	The developer shall construct driveway over the Surface Access Easement Lands within 2 years of transfer of the road widening lands (which in turn coincides with completing the environmental remediation of development property), Developer is providing a letter of credit in amount of \$8,340 to ensure driveway is properly built in a timely manner.
Ongoing Repair Obligations:	The developer shall at all times maintain the driveway in a state of good repair suitable for safe pedestrian and vehicular access and keep same clear of temporary or permanent encumbrances. Should the developer fail to uphold these obligations, City may enter onto the land to complete the required work at developer's cost.
Insurance:	Developer required to maintain \$10,000,000.00 during construction and \$5,000,000 thereafter on Surface Easement Lands.
Indemnity:	Developer and assignees will indemnify City from and against all manner of actions, suits, claims and demands brought against City as consequence of entering into the Surface Easement.

Major Terms of Acquisition of Road Widening Lands

Current Owner:	Scout Condos Gp Inc. and Scout Condos Limited Partnership
Appraised Value :	\$813,200.00
Lands:	Part 1 on 66R-30869
Property Rights:	Fee Simple Ownership
Purpose:	Road Widening Lands are required as part of Council approved St. Clair Transportation Master Plan. The lands were not obtained through Site Plan Agreement because the St Clair TMP had not been registered at the time of Development application
Closing Date:	The developer shall have 720 days to satisfy the pre-closing conditions calculate from the date it acquires ownership of the Existing Lane.
Closing Costs:	The City shall pay any Land Transfer Tax payable and the registration costs for the transfer
Environmental Remediation:	Developer must retain a Qualified Person to submit a Phase 1 and if necessary Phase 2 environmental reports and provide cost of third party peer reviewer to confirm site remediation. Land must meet MOECP standard for Industrial / Commercial / Community Property Use before City acquires ownership thereof.
Closing Costs:	The City shall pay any Land Transfer Tax payable and the registration costs for the transfer

APPENDIX "A": LOCATION MAP & SKETCH



APPENDIX "B": Marked up Reference Plan 66R-30869

