

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

TRACKING NO.: 2020-221

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Mark Filice	Division:	Corporate Real Estate Management
Date Prepared:	August 20, 2020	Phone No.:	416-392-1830

<b>Purpose</b>	To obtain authority to enter into an Agreement of Purchase and Sale (the "Agreement") between the City of Toronto (the "City") and Toronto District School Board (the "Vendor") to acquire a fee simple interest of a portion of 10 Toledo Road (the "Property") for the purpose of upgrading sewers, as part of the City's Basement Flooding Program. As part of the overall transaction, the City will also be entering into a Temporary Access Agreement (the "Access Agreement") for construction staging and vehicular access in order to facilitate the sewer rehabilitation works (the "Works").
<b>Property</b>	Part of Bloordale Middle School municipally known as 10 Toledo Road, Toronto, Ontario M9C 2H3; and legally described as Pt Lt 23, Con 1 Northern Division Fronting Lake Ontario, As In EB213307 Except ROW IN EB213307; Etobicoke, City of Toronto, being part of PIN 07557-0044 (LT) and shown as Part 1 on the attached Appendix "C".
<b>Actions</b>	1. Authority be granted to enter into the Agreement and the Access Agreement with the Vendor, substantially on the terms and conditions set out in Appendix "A", including such other or amended terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	<p>The total maximum cost to the City is \$513,246.00 (plus HST, where applicable) or \$522,279.13 (net of HST recoveries, where applicable). This is made up of the following costs:</p> <ol style="list-style-type: none"> <li>1. Acquisition of Land - \$400,000.00 (plus HST) or \$407,040.00 (net of HST recoveries) (the "Purchase Price"),</li> <li>2. Temporary Access Agreement - \$61,164.00 (plus HST) or 62,240.49 (net HST recoveries), <ul style="list-style-type: none"> <li>• If the Option to Extend is utilized, the City shall pay an additional \$30,582.00 (plus HST) or \$31,120.24 (net of HST recoveries)</li> </ul> </li> <li>3. Appraisal Report - \$6,500.00 (plus HST) or \$6,614.40 (net of HST recoveries)</li> <li>4. Vendors Legal Expenses - The City has also agreed to reimburse up to \$15,000 (plus HST) or \$15,264.00 (net of HST recoveries) of these legal expenses.</li> </ol> <p>Funding is available in the 2020-2029 Council Approved Capital Budget and Plan for Toronto Water under capital project account CWW421-17-14.</p> <p>Following Closing, the City will construct a lay-by on City lands directly fronting Bloordale Middle School the cost of which (inclusive of HST), to a maximum of \$90,000.00, shall be borne by the Vendor (the "Lay-By Works"), and which will result in an adjustment of the Purchase Price on closing.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	The purpose of the storm sewer upgrades proposed on the Vendors Property, also known as Bloordale Middle School, is to eliminate the risk of upstream stormwater flooding as part of the City's Basement Flooding Program. As part of the project, the City has agreed to deliver the sewer works in addition to facilitating the construction of a bus layby along Toledo Drive, fronting Bloordale Middle School, as requested by the TDSB. Construction of both the sewer upgrades and bus layby is anticipated to take place at the same time.
<b>Terms</b>	Major Terms and Conditions are set out on page 4: Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	2 – Etobicoke – Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	Fee Simple Area: 438.4 m <sup>2</sup> or 4,718.9 ft <sup>2</sup> Temporary Use Area: 1,174.1 m <sup>2</sup> or 12,637.9 ft <sup>2</sup>
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services 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 Divisions, Agencies and Corporations:</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 &amp; Parks &amp; 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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p>	<p><input checked="" 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><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><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 \$1 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input checked="" 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 roads, 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 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/Estoppel 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. 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 each position 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 the Deputy City Manager, Corporate Services and any related documents.

**Pre-Condition to Approval**
 Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property
**Consultation with Councillor(s)**

Councillor:	Stephen Holyday				Councillor:				
Contact Name:					Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No Objection August 26, 2020				Comments:				

**Consultation with Divisions and/or Agencies**

Division:	Engineering and Construction Services				Division:	<b>Financial Planning</b>			
Contact Name:	Andrea Ramsay				Contact Name:	Patricia Libardo			
Comments:	Concurrence August 25, 2020				Comments:	Concurrence August 27, 2020			

**Legal Services Division Contact**

Contact Name:	Dale Mellor August 21, 2020			
---------------	-----------------------------	--	--	--

DAF Tracking No.: 2020- 221	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Daran Somas</b> <input type="checkbox"/> Approved by:	Sept 8 <sup>th</sup> , 2020	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	Sept 9 <sup>th</sup> , 2020	Signed By: Alison Folosea

**Appendix A- Term Sheet**

**Fee Simple Acquisition**

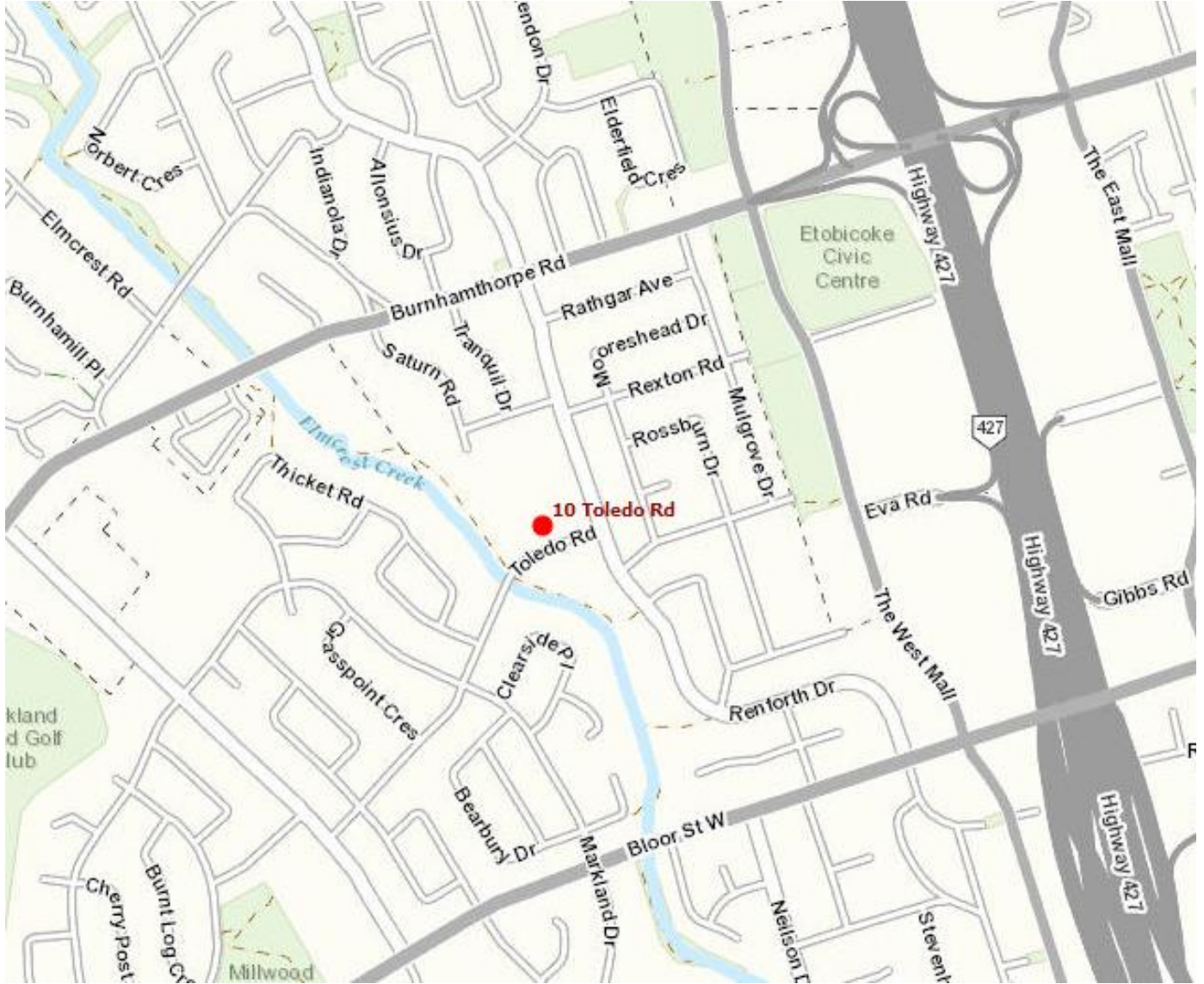
- Purchaser:** City of Toronto (the "City")
- Vendor:** Toronto District School Board ("TDSB")
- Lands:** 438.4 m<sup>2</sup> or 4,718.9 ft<sup>2</sup> (Part 1, Appendix "C").
- Purchase Price:** \$400,000.00 plus HST (the "Purchase Price");
- Following Closing, the City will construct a lay-by on City lands directly fronting Bloordale Middle School the cost of which (inclusive of HST), to a maximum of \$90,000.00, shall be borne by TDSB, and which shall be an adjustment against the Purchase Price.
- Irrevocable Period:** Business Day next following 30 days after the execution of the Agreement by TDSB.
- Due Diligence Period:** Business Day next following 45 days after the Acceptance Date.
- Closing Date:** Business Day next following 30 days after delivery of a Notice of Satisfaction or Notice of Waiver in connection with the Due Diligence Period.
- Legal Fees:** City will pay TDSB's legal fees up to \$15,000.00 plus HST incurred by TDSB for the Agreement and the Access Agreement. TDSB to provide a statement of account.
- Appraisal Fees:** City to pay appraisal costs in the sum of \$6,500.00 plus HST.
- City Covenants:**
1. Following Closing the City will construct a lay-by on City lands directly fronting Bloordale Middle School the cost of which (inclusive of HST), to a maximum of Ninety Thousand Dollars (\$90,000.00), shall be borne by TDSB (the "Lay-By Works"). The City will make reasonable attempts to complete the Lay-By Works prior to the start of the September 2020 school year. The Lay-By Works will be undertaken in compliance with all Applicable Laws and the City will provide an invoice of final expenditure to TDSB, within thirty (30) days of completion of the Lay-By Works;
  2. The City will be removing seven trees from the Property and the TDSB's adjacent Bloordale Middle School site (the "TDSB's Retained Land"), as well as injuring one further tree. The City covenants to manage and replace the trees on a 3:1 ratio on the TDSB's Retained Land and carry out the work at its own expense, in a good and workmanlike manner, in accordance with Toronto Municipal Code Chapter 813 and all Applicable Laws; and
  3. The City will make reasonable efforts to improve the drainage at the bottom of the existing walkway during the restoration phase of, and prior to the expiry of, the temporary access agreement
- TDSB Covenants:**
1. Following Closing TDSB will grant a Temporary Access Agreement to facilitate the installation of new water infrastructure works on five days' written notice from the City; and
  2. TDSB shall pay to the City the sum of Ninety Thousand Dollars (**\$90,000.00**) towards the cost of the Lay-By Works, which sum shall be credited to the City in the statement of adjustments on Closing. If the final cost of the Lay-By Works are less than Ninety Thousand Dollars, TDSB and the City agree that the sum will be adjusted post-Closing on production of the invoice of final expenditure, subject to the reasonable review and approval of TDSB. If applicable, the City will refund TDSB the difference between Ninety Thousand Dollars and the invoiced cost, within one hundred and twenty (120) days of the date of the final invoice as the case may be.
- Insurance:** During the Term of this Agreement, including, any renewal or extension thereof, the City shall maintain or have maintained at its sole expense, commercial general liability insurance which shall include coverage for bodily injury (including death), personal injury and property damage, contractual liability, owned, non-owned and leased automobile liability, employers liability, completed operations, sudden and accidental pollution liability, cross liability and severability of interest clause arising out of or in connection with the Licensee, its Representatives or anyone permitted by the Licensee to use the TDSB Lands and the Access Area. The insurance shall be written on an occurrence basis with limits of not less than five million dollars (\$5,000,000.00) per occurrence, and an aggregate limit of not less than limit of not less than ten million dollars (\$10,000,000.00) within any policy year with respect to completed operations

**Temporary Access Agreement (City as Licensee)**

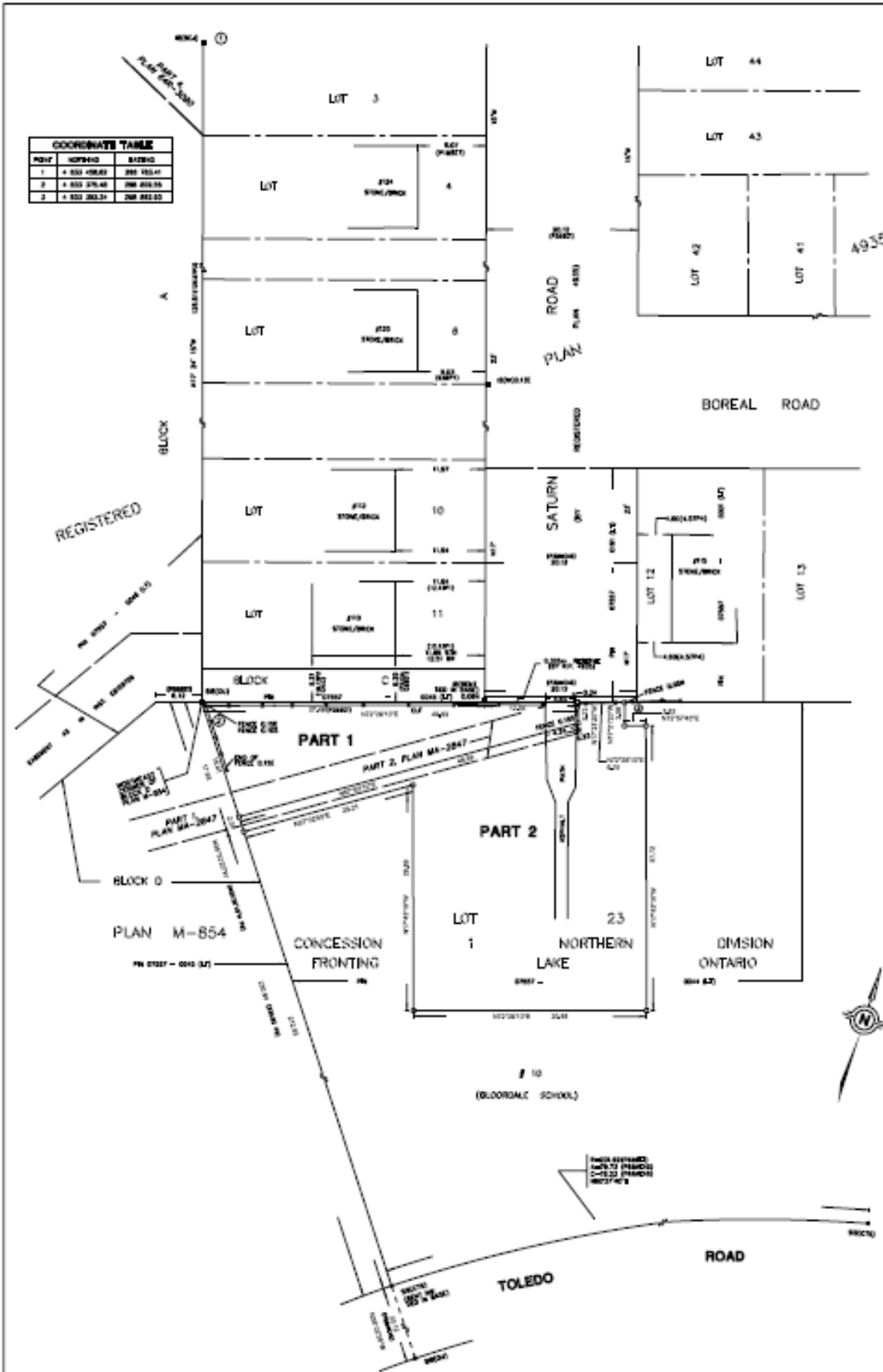
- Licensor:** Toronto District School Board ("TDSB");
- Licensee:** City of Toronto (the "City")
- Access Area:** 1,174.1 m<sup>2</sup> or 12,637.9 ft<sup>2</sup> (Part 2, Appendix "C");

- Term:** Twelve (12) month initial term. Option to extend for a further six (6) months.
- Consideration:** \$61,164.00 plus HST (if applicable) for the initial term together with \$30,582.00 plus HST (if applicable) should the City exercise its extension option.
- Insurance:** See Fee Simple Acquisition above.
- Indemnity:**
1. The City shall indemnify TDSB and Toronto Lands Corporation, their directors, officials, officers, employees, consultants, contractors, agents, trustees, successors and assigns and save them harmless from and against any and all claims, suits, demands, causes of action, damages, losses, liabilities, charges, legal proceedings, penalties or other sanctions and expenses arising out of, or in connection with loss of life, personal injury, property damage, environmental impairment to the TDSB Lands or any other loss or injury whatsoever arising from or out of this Agreement or as a result of either the City, its representatives or anyone permitted by the City to use or occupy the TDSB Lands or the Access Area except to the extent caused by the negligence or wilful misconduct of TDSB or those for whom TDSB is in law responsible.
  2. The City shall fully indemnify and save harmless TDSB from and against all liens and other claims under the *Construction Act* or any successor legislation related to any work performed by or at the direct or indirect request of the City and its representatives on the TDSB Lands, and shall at its own expense see to the removal and discharge from the registered title to the TDSB Lands and/or surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within TEN (10) Days of being notified in writing by TDSB to do so, failing which TDSB may see to such removal and recover the expense and all attendant costs from the City as owing and in arrears.

**Appendix "B" - Location Map**



Appendix "C" – Site Area



<p>PLAN 68R</p> <p>DATE</p> <p>1 REVISED</p>		<p>CONTRACT NO. FOR LAND SURVEY FOR THE LAND SURVEY OF THE ROBERT HENRY DRIVE IN 19</p>
--	--	---

SCHEDULE				
PART	LOT	CONCESSION	PART OF PM	AREA (m <sup>2</sup> )
1	PART OF LOT 23	CONCESSION 1, NORTHERN LAKE ONTARIO	07557-0044 (LT)	430.4
2				1174.1

**PLAN OF SURVEY OF**  
**PART OF LOT 23**  
**CONCESSION 1,**  
**NORTHERN LAKE**  
**FRONTING LAKE ONTARIO**  
**(GEOGRAPHIC TOWNSHIP OF CTOBDOCK)**

**CITY OF TORONTO**  
**FORMERLY CITY OF ETOBICOKE**

**METRIC**  
 DISTANCES AND DIMENSIONS SHOWN ON THIS PLAN ARE METRIC AND ARE TO BE CONSIDERED TO TAKE PRECEDENCE OVER ANY DIMENSIONS SHOWN IN FEET OR INCHES BY ANY OTHER INSTRUMENT OR RECORD.

**BOUNDARY MONUMENTS**  
 ALL MONUMENTS SHOWN ON THIS PLAN WERE PLACED BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEY ACT AND THE REGULATIONS MADE THEREUNDER.

**CONTROL POINTS**  
 ALL CONTROL POINTS SHOWN ON THIS PLAN WERE PLACED BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEY ACT AND THE REGULATIONS MADE THEREUNDER.

**LEGEND**

- 1 CONTROL SURVEY MONUMENT POINT
- 2 CONTROL SURVEY MONUMENT SET
- 3 CONTROL SURVEY
- 4 CONTROL CROSS JUNCTION
- 5 CONTROL BOUNDARY
- 6 CONTROL STRONG POINT
- 7 CONTROL POINT STRONG POINT
- 8 CONTROL CUT CORNER
- 9 CONTROL POINT
- 10 CONTROL POINT
- 11 CONTROL POINT
- 12 CONTROL POINT
- 13 CONTROL POINT
- 14 CONTROL POINT
- 15 CONTROL POINT
- 16 CONTROL POINT
- 17 CONTROL POINT
- 18 CONTROL POINT
- 19 CONTROL POINT
- 20 CONTROL POINT
- 21 CONTROL POINT
- 22 CONTROL POINT
- 23 CONTROL POINT
- 24 CONTROL POINT
- 25 CONTROL POINT
- 26 CONTROL POINT
- 27 CONTROL POINT
- 28 CONTROL POINT
- 29 CONTROL POINT
- 30 CONTROL POINT
- 31 CONTROL POINT
- 32 CONTROL POINT
- 33 CONTROL POINT
- 34 CONTROL POINT
- 35 CONTROL POINT
- 36 CONTROL POINT
- 37 CONTROL POINT
- 38 CONTROL POINT
- 39 CONTROL POINT
- 40 CONTROL POINT
- 41 CONTROL POINT
- 42 CONTROL POINT
- 43 CONTROL POINT
- 44 CONTROL POINT
- 45 CONTROL POINT
- 46 CONTROL POINT
- 47 CONTROL POINT
- 48 CONTROL POINT
- 49 CONTROL POINT
- 50 CONTROL POINT
- 51 CONTROL POINT
- 52 CONTROL POINT
- 53 CONTROL POINT
- 54 CONTROL POINT
- 55 CONTROL POINT
- 56 CONTROL POINT
- 57 CONTROL POINT
- 58 CONTROL POINT
- 59 CONTROL POINT
- 60 CONTROL POINT
- 61 CONTROL POINT
- 62 CONTROL POINT
- 63 CONTROL POINT
- 64 CONTROL POINT
- 65 CONTROL POINT
- 66 CONTROL POINT
- 67 CONTROL POINT
- 68 CONTROL POINT
- 69 CONTROL POINT
- 70 CONTROL POINT
- 71 CONTROL POINT
- 72 CONTROL POINT
- 73 CONTROL POINT
- 74 CONTROL POINT
- 75 CONTROL POINT
- 76 CONTROL POINT
- 77 CONTROL POINT
- 78 CONTROL POINT
- 79 CONTROL POINT
- 80 CONTROL POINT
- 81 CONTROL POINT
- 82 CONTROL POINT
- 83 CONTROL POINT
- 84 CONTROL POINT
- 85 CONTROL POINT
- 86 CONTROL POINT
- 87 CONTROL POINT
- 88 CONTROL POINT
- 89 CONTROL POINT
- 90 CONTROL POINT
- 91 CONTROL POINT
- 92 CONTROL POINT
- 93 CONTROL POINT
- 94 CONTROL POINT
- 95 CONTROL POINT
- 96 CONTROL POINT
- 97 CONTROL POINT
- 98 CONTROL POINT
- 99 CONTROL POINT
- 100 CONTROL POINT

**Toronto** Land & Property Surveys  
 10 York Road  
 2nd Floor  
 Toronto, Ontario  
 M5S 1K5

**PROJECT INFORMATION**

PROJECT NAME	#10 TOLEDO ROAD
DATE	2010-04-08
SCALE	AS SHOWN
DATE	2010-04-08

**DATE** 2010-04-08