

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

TRACKING NO.: 2020-238

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	October 5, 2020	Phone No.:	647-458-1934

Purpose	To obtain authority for the City of Toronto, to enter into an agreement of purchase and sale (the "Agreement") with Toronto and Region Conservation Authority (the "Owner"), for the purpose of acquiring the Property commonly known as the Claireville (Toronto) Storm Water Management Pond, located at 61 Clairville Drive.
Property	Part of Lot 37, Concession 4 Fronting the Humber (Etobicoke), Designated as Parts 1, 3, 4 & 5 on Plan 66R18925; S/T E467815 and S/T EB470803, being all of PIN 07368-0085(LT) in the Land Registry Office of Toronto (No.66) in Land Titles Division and Part of Lot 37, Concession 4 Fronting the Humber (Etobicoke), Designated as Parts 7, 8, 9 on 66R18925; S/T E467815, being all of PIN 07368-0087(LT) in the Land Registry Office of Toronto (No.66) in Land Titles Division (the "Property").
Actions	1. Authority be granted to enter into the Agreement with the Owner to acquire ownership of the Property, substantially on the major terms and conditions set out below, and including such other terms and conditions as may be deemed appropriate by the Deputy City Manager, Corporate Services ("DCM") and in a form acceptable to the City Solicitor.
Financial Impact	<p>The Property is being conveyed to the City for nominal consideration. Toronto Water anticipates that the average cost of maintaining the Property and bringing it to a state of good repair will be approximately \$40,000 to \$50,000 per year. TRCA also has the right to seek reimbursement for up to \$2,000, plus HST in qualified legal expenses. Funding is available in the 2020 - 2029 Council Approved Capital Budget and Plan for Toronto Water under capital project CWW447-12.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>TRCA acquired the Property from the Trustees of Bochasanwasi Shri Akshar Purushottamni Sanstha Hindu Mission (the "Temple") in 2001 as part of the site plan approval process for its adjoining property. Included in the transfer was the reservation of an easement by the Temple for maintenance of the stormwater management pond located on the Property. An assignment clause was included in the easement schedule, indicating that it was the Temple's goal to transfer this easement and maintenance responsibility for the pond to the City of Toronto in the future. In 2006, TRCA consented to the assignment of the easement, however the assignment never occurred as it is not legally possible to assign an easement, apart from an easement in gross which this was not. The storm water management pond fell into disrepair due to confusion surrounding responsibility for its maintenance.</p> <p>In 2019, TRCA and the City agreed that the optimal way to address the maintenance issue would be for the City to acquire ownership of the lands from TRCA, with the Temple releasing its easement over the Property.</p>
Terms	Refer to Appendix "A" for the Terms and Conditions.

Property Details	Ward:	1 – Etobicoke North
	Assessment Roll No.:	1919044540002000000
	Approximate Size:	Irregular shape
	Approximate Area:	19,360 m ² ± (208,389 ft ² ±)
	Other Information:	Property contains a stormwater management pond

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</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 & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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 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:	Michael Ford	Councillor:	
Contact Name:	Jonathan Kent	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No objections (Sept 14, 2020)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Water	Division:	Financial Planning
Contact Name:	Jennifer Spezza	Contact Name:	Patricia Libardo
Comments:	No comments (Aug 21, 2020)	Comments:	Comments incorporated (Sept 4, 2020)

Legal Services Division Contact

Contact Name:	Catherine Thomas (Oct 5, 2020)
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DAF Tracking No.: 2020- 238	Date	Signature
Concurred with by: Manager, Real Estate Services Melanie Hale- Carter	Oct. 6, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Oct. 6, 2020	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

Appendix "A"

Major Terms and Conditions

Purchase Price:	\$10 (nominal)
Qualified Legal Expenses:	TRCA has the right to seek up to \$2,000 plus HST reimbursement for legal fees and/or disbursements in respect of negotiating and executing this agreement and carrying out all of the Vendor's obligations hereunder
Irrevocable Period:	November 9, being 60 days from date TRCA signed the Agreement.
Due Diligence Period:	30 days from the date the Agreement is signed by the City with option to extend by another 60 days
Closing Date:	30 days following delivery of a Notice of Waiver or Notice of Satisfaction
Vacant Possession:	Vendor shall deliver vacant possession of the property upon Closing
Debris Removal:	Vendor shall remove from the property prior to the 5 th business day before closing, all chattels, rubbish, waste materials, refuse, excess soils and debris now on the property resulting from the Vendor's work on the pond.
Good & Marketable title:	Vendor must use best efforts to cause the release instrument numbers E467815 and E467816 and any other registered or unregistered easement in favour of the Trustees of Bochasanwasi Shri Akshar Purushottamni Sanstha or related legal entity from title to the Property prior to the Closing Date.
Insurance:	Vendor's insurance on the property will not be transferred to the City on closing and the City will not be liable to assume such insurance.
Representations and Warranties:	Vendor represented and warranted that it made complete disclosure of all material facts and circumstances, relating to the presence of any Hazardous Substance on the Property and that there are no pending or anticipated consents, approvals, orders, directives or other requirements of the Ministry of the Environment, Conservation and Parks

Appendix "B"

Location Map

