

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

TRACKING NO.: 2021-323

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

Prepared By:	Trixy Pugh	Division:	Corporate Real Estate Management
Date Prepared:	November 30, 2021	Phone No.:	(416) 392-8160
Purpose	To obtain authority to enter into a Permission to Enter Agreement (the " Licence ") with the owner at 16 Linnsmore Crescent (the " Owner ") to permit condition surveys vibration monitoring and water sampling (the " Work ") in connection with TTC's Easier Access Phase III Project (the " Project ").		
Property	The property municipally known as 16 Linnsmore Crescent, described as Part of Lot 380 on Registered Plan 517E, PIN 10412-0206 (LT), attached hereto as Appendix "A" (the " Property ").		
Actions	<ol style="list-style-type: none"> 1. Authority be granted for the City of Toronto (the "City") to enter into the Licence for the Work, as defined below, substantially on the terms and conditions set out below together with such other or amended terms and conditions as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor. 2. The Director, Transaction Services, Corporate Real Estate Management shall administer and manage the Licence, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the Director, Transaction Services, Corporate Real Estate Management may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction. 3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>The Licence will be at nominal consideration. Funding for the legal fees, upon presentation of a detailed invoice for reasonable legal fees, disbursements and HST incurred regarding the review and execution of the Licence is available in the 2021-2030 Capital Budget and Plan Submission for the Toronto Transit Commission within the Easier Access Project (CTT028-1).</p> <p>The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial impact implications as identified in the Financial Impact section.</p>		
Comments	<p>The Toronto Transit Commission ("TTC") will be constructing new elevators to improve safe operation of Greenwood Station. In order to facilitate the construction of the Project and protect the Property, TTC is to carry out the following work on the Property (the "Work"):</p> <ol style="list-style-type: none"> i. Vibration monitoring: Monitors are affixed within the structure on the Property to detect potential movement of the structure during the construction of the Project. Readings from the monitors are collected remotely. Monitors are removed when the Project is complete. ii. Condition surveys: A survey of the interior of the Property and of the structure on the Property is carried out before and after construction of the Project. Each survey takes a few hours to complete and involves taking notes, photographs and/or video. No structural testing of the structure on the Property is required nor will such structural testing be performed. iii. Water Sampling: A sample of water is taken from all faucets in the Property so that the quality of water being supplied to the Property can be monitored and maintained to the same standard, as is existing prior to the Work. 		
Terms	Continued on page 4		
Property Details	Ward:	14 – Toronto-Danforth	
	Assessment Roll No.:	1904-08-5-420-04100	
	Approximate Size:		
	Approximate Area:		
	Other Information:		

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/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 & 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 \$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 checked="" 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/REOs.</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:	Paula Fletcher	Councillor:	
Contact Name:	Paula Fletcher	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:	Advised on November 26, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	Duane Lovelace	Contact Name:	Ciro Tarantino
Comments:	Incorporated into DAF (November 26, 2021)	Comments:	Incorporated into DAF (November 30, 2021)

Legal Services Division Contact

Contact Name: Dale Mellor (November 26, 2021)

DAF Tracking No.: 2021-323	Date	Signature
Concurred with by: Manager, Real Estate Services Ronald Ro	Nov. 30, 2021	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	Nov. 30, 2021	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Terms

Term – Three (3) years, to commence on December 1, 2021 and expires on November 30, 2024, with the right to extend the Term by two (2) periods of six (6) months each by providing the Owner with a written notice of extension at least two (2) weeks prior to the expiration of the Term or any period of extension.

TTC as City Agent – The City permits the TTC as an agent of the City to undertake and fulfill any obligation, covenant or requirement of the City arising in respect of the Licence.

Legal Fees – The City shall reimburse the Owner upon presentation of a detailed invoice for reasonable legal fees, disbursements and HST incurred regarding the review and execution of the Licence. Such payment shall be made on settlement of all claims under the *Expropriation Act*, including the settlement of any legal fees, for the expropriation of the Property. This provision shall survive the expiry of the Term or earlier termination of this Agreement.

Restoration – At the expiration or early termination of the Licence, the City will, at its sole cost and expense, repair any damage to the Property caused in the carrying out of the Work in a good and workmanlike manner.

Indemnity – The City will indemnify and save the Owner harmless from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or other loss or injury whatsoever arising from or out of or as a result of the rights granted to the City by the Licence or the carrying out of the Work by the City (or any of its employees, agents, invitees, contractors, or contractor's workers), save and except to the extent such loss, injury or damage results from any wilful misconduct, negligent act or omission of the Owner or those for whom the Owner is in law responsible.

Appendix "A": Subject Property Location Map

