

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2021-213
With Confidential Attachment

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

Prepared By:	Patricia Palmieri	Division:	Corporate Real Estate Management
Date Prepared:	July 20, 2021	Phone No.:	416-392-4829
Purpose	To obtain authority to amend a previous Delegated Approval Form (2020-321) for the City of Toronto (the "City") to enter into Section 30 Agreements (the "Agreements") with the owners of 7 and 9 Strathmore Boulevard (the "Owners"). The Agreements will facilitate the transfer of easements in favour of the City that are required for the construction of the Toronto Transit Commission ("TTC") Donlands Station Second Exit Project (the "Project"). The amendment is related to revising the signing authority from Manager to Director due to the total compensation exceeding the allowable amount.		
Property	As described in Appendix "A" (the "Easement Lands").		
Actions	1. The City amend DAF 2020-321 by revising the signing authority from Manager to Director due to the total compensation exceeds the Manager's allowable limit as outlined in the Confidential Attachment.		
Financial Impact	Funding for the compensation, as set out in the Confidential Attachment, is available in the 2021-2030 Council Approved Capital Budget and Plan for the TTC under Program 3.9 Building and Structures, Fire Ventilation Upgrade Project (CTT024-1). The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.		
Comments	The TTC is proposing to construct a new exit building, as shown on the Location Map in Appendix "B" and recommended by the Local Working Group and approved by the TTC Board at its February 21, 2017 meeting. The implementation of the second exit involves the construction of a new pedestrian pathway from the west end of the station platform to street level through a new exit building. At Donlands Station, this building will also function as an entrance to provide increased convenience to the local neighbourhood. The TTC subsequently identified additional property interests required in connection with the construction of the Project, being temporary rights required to allow the temporary relocation of gas utility lines to facilitate the Project. The Easement Lands identified in this DAF are required to allow Enbridge Gas to relocate the Owners' gas line from the front to the rear yards of 7 and 9 Strathmore Boulevard. On November 25 & 26, 2020 City Council adopted MM26.7 authorizing the acquisition and or expropriation of the Easement lands, for the Project. Real Estate Staff have negotiated with the Owners the Agreement and TTC staff have reviewed the terms and conditions of the Agreement and concur with proceeding.		
Terms	See Appendix "A" and the Confidential Attachment		
Property Details	Ward:	Ward 14 – Toronto Danforth	
	Approximate Size:	Irregular	

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/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 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 checked="" 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 checked="" 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:	Councillor Fletcher	Councillor:	
Contact Name:	Susan Serran & Daryl Finlayson	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Advised	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	Duane Lovelace (Property Coordinator)	Contact Name:	Patricia Libardo
Comments:	Concurred	Comments:	Concurred

Legal Services Division Contact

Contact Name: Dale Mellor

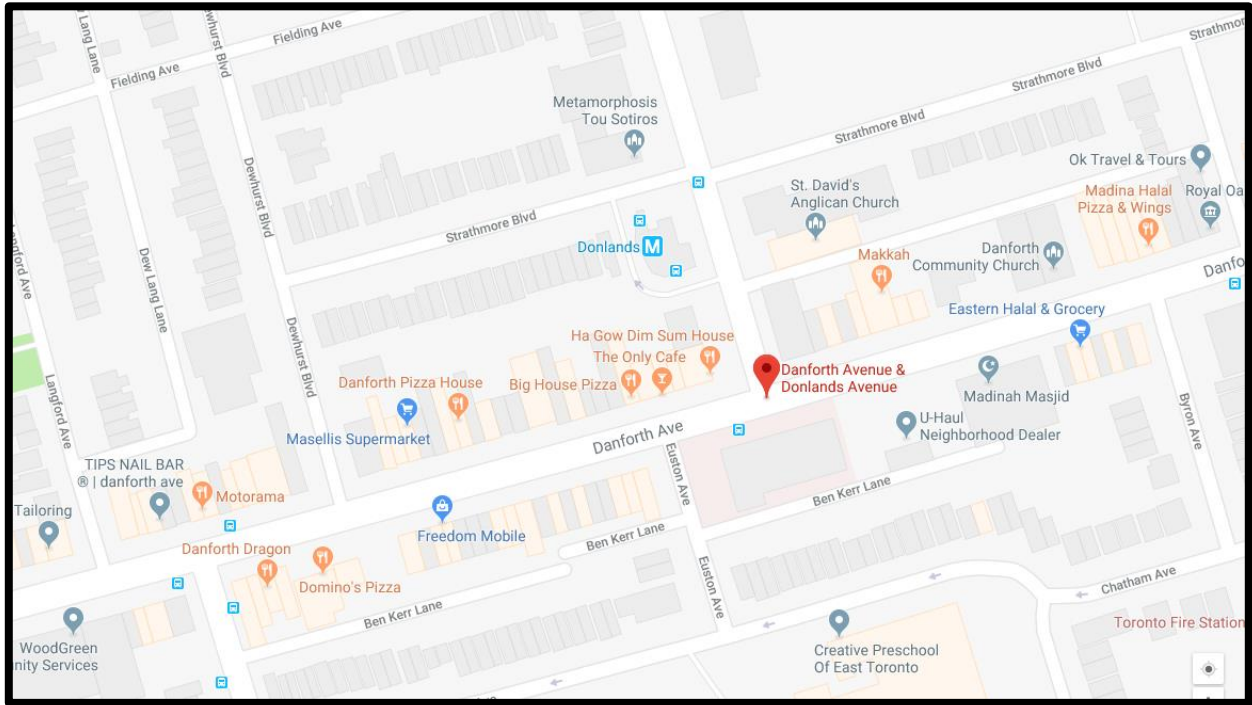
DAF Tracking No.: 2021-213	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Sept. 7, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Sept. 10, 2021	Signed by Alison Folosea

Appendix "A"

Terms & Conditions

Vendors	<p>7 Strathmore Boulevard – Tie He Huang</p> <p>9 Strathmore Boulevard – Nicole Elizabeth Ladanyi & Douglas Claude MacDougall</p>
Legal Description	<p>7 Strathmore Boulevard</p> <p>Part of Lots 22 and 23 Plan 417E Toronto as in CA630132 Except Part 12 on Expropriation Plan AT5259097 as in AT525097; T/W & S/T CA630132; City of Toronto, designated as Parts 1 & 2 on the draft reference plan in Appendix "C", being part of PIN: 10535-0696 (LT) in the Land Registry Office of Toronto (No. 66) in Land Titles Division.</p> <p>9 Strathmore Boulevard</p> <p>Part of Lot 23 Plan 417E Toronto as in CT257283; T/W & S/T CT257283; Toronto, City of Toronto, designated as Parts 1 & 2 on the draft reference plan in Appendix "D", being part of PIN: 10535-0462 (LT) in the Land Registry Office of Toronto (No. 66) in Land Titles Division.</p> <p>(referred to as the "Easement Lands").</p>
Section 30 Conditions	<p>In consideration for the transfers of the easements in favor of the City of the Required Lands, the City agrees to pay the Vendors an advance payment outlined in the Confidential Attachment. The advance payment shall be without prejudice to the Vendor's right to claim further compensation for the acquisition, within the meaning of the <i>Expropriation Act</i> (the "Act"), of the Required Lands pursuant to section 30 of the Act and as if the Required Lands had been expropriated by the City.</p> <p>The advance payment shall stand in place of any obligations of the City in accordance with section 25 of the Act. The advance payment is hereby accepted by the Vendor's, without prejudice to any of its rights to claim additional compensation for the market value of the Required Lands and other compensation in accordance with the Act and this Agreement.</p> <p>The City will pay the Vendor's reasonable legal and other costs incurred in relation to the negotiation and settling of the terms of this Agreement.</p> <p>The City shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of any documents/instruments that may be required to complete the transactions as described</p>
Easement Conditions	<p>The easements shall commence upon the registration of the Transfer of Easement and shall be for a term of three years.</p> <p>The City, TTC and or its contractors shall act in a reasonable manner so as to minimize, to the extent reasonably possible, the interference with the Owners continued use and enjoyment of the Owners rear yard.</p> <p>The City, TTC and or its contractors shall restore the Easement Lands to the condition existing immediately prior to the construction of the works, or as near as is reasonably possible.</p> <p>The City shall indemnify the Owners and their 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 Easement Lands or any other loss or injury whatsoever arising from or out of this Agreement or as a result of either the City or anyone permitted by the City using or occupying the Easement Lands, except to the extent caused by the negligence or willful misconduct of the Owners or those for whom the Owners is in law responsible.</p> <p>The City shall fully indemnify and save harmless the Owners from and against all liens and other claims under the <i>Construction Act</i> or any successor legislation related to any work performed by or at the direct or indirect request of the City on the Easement Lands, and shall at its own expense see to the removal and discharge from the registered title to the Easement Lands and/or the Transferor's Lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within twenty (20) days of being notified in writing by the Owners to do so, failing which the Owners may see to such removal and recover the expense and all attendant costs from the City as owing and in arrears.</p>

Appendix "B"



Appendix "D"
Draft Reference Plan for 9 Strathmore Boulevard

