

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

TRACKING NO.: 2023-136

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

Prepared By:	Myron Menezes	Division:	Corporate Real Estate Management
Date Prepared:	May 26, 2023	Phone No.:	416-338-3536

Purpose	To obtain approval for the City of Toronto to enter into a Consent to Access Agreement (the "Consent") with RC Ashbridge Inc. (the "Developer"). The Developer is constructing a rental replacement housing project on behalf of Toronto Community Housing Corporation ("TCHC"). The Consent confirms the City's consent, subject to conditions, for the Developer to access over and complete needed works within lands owned by TCHC, through which the City of Toronto has permanent easement rights. Those easement rights otherwise prohibit such access and construction. The permanent easement rights are connected with and protect a portion of the Coxwell Trunk Sewer (the "STS") which lies beneath a portion of the TCHC lands. The Consent includes engineering, indemnity, and indemnification conditions to both protect the STS and ensure full cost recovery in the event of damage.
Property	A portion of the property municipally known as 1070 Eastern Avenue, Toronto [part of PIN 21393-0118 (LT)] and a portion of the Developer's property [part of PIN 21393-0086(LT)]. The affected portion of the property is depicted in green on the Consent location in Appendix "B" (the "Easement Lands").
Actions	1. Authority be granted to enter into the Consent with the Developer and TCHC substantially on the major terms and conditions set out in Appendix "A", and including such other terms as determined appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	The Consent to access the Easement Lands (owned in part by the Developer and in part by TCHC) is being provided for nominal consideration. As part of the development obligations, the Developer and TCHC will be transferring, for nominal consideration, a replacement easement having a greater width than is currently in place. The Consent serves to safeguard the integrity and operation of the STS and in the event of damage, require the Developer to cover the costs. There is no financial impact. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the information as presented in the Financial Impact Section.
Comments	The Developer, a subsidiary of Context (Summerville) Inc., requires significant heavy equipment access over the Easement Lands in order to construct a 10-storey affordable rental building on behalf of TCHC. Further, the approved plans envisage an access corridor over the Easement Lands together with soft and hard landscaping for use by future residents. The City's permanent easement agreements do not permit such access and/or permanent landscaping structures. In order to safeguard the STS during the construction, Toronto Water and Engineering Construction Services have imposed construction, load, vibration monitoring, and CCTV requirements upon the Developer. The Developer is also required to enter into the Consent which confirms those requirements and imposes further obligations as set out in Appendix "A" in order to protect the integrity and ongoing operation of the STS. Notwithstanding that TCHC bears no obligations with respect to either the construction of the project nor any liability relative to the STS, it has, for transparency reasons, requested that it be a party to the Consent. A new and wider replacement easement is being negotiated separately to set out the terms and conditions between the City and TCHC relative to the City's operation, access and maintenance requirements for the STS and the confirmation that certain landscaping interferences will be permitted as part of the development. At that time, the existing permanent easements will be released.
Terms	Refer to Appendix "A" for the Terms and Conditions.

Property Details	Ward:	14 Toronto-Danforth
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	Pins 21393-0022, 21393-0086 and 21393-0002

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 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 checked="" 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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 (as co-ordinated by C2K: P.White)	Councillor:	
Contact Name:	Susan Serran, Executive Assistant	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Water and Engineering & Construction Services	Division:	Financial Planning
Contact Name:	Erin Pritchard and Sean Wren	Contact Name:	Ciro Tarantino
Comments:	Comments Incorporated	Comments:	Comments Incorporated

Legal Services Division Contact

Contact Name: Jennifer Davidson

DAF Tracking No.: 2023- 136	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Ronald Ro	June 14, 2023	Signed by Ronald Ro
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	June 16, 2023	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Owner:	Toronto Community Housing Corporation
Developer:	RC Ashbridge Inc.
Infrastructure Owner:	City of Toronto [STS: easement instruments CT302797 – June 29, 1978 and ES4346 September 18, 1956].
Protected Area:	A portion of the property municipally known as 1070 Eastern Avenue, Toronto, as shown in green (STS), referred to as the Easement Lands on Appendix "B".
Term:	Term to commence upon the issuance of the required initial conditional foundation and underground drains permit and to end no later than May 1, 2026, contemplated to be the end date of the construction of the Developer/TCHC development.
Developer's Work:	The Developer's Work consists of accessing the surface of the Easement Lands with equipment, vehicles, and machinery, and otherwise accessing the remainder of the development site and completing required site plan requirements including hard and soft landscaping work together with all necessary site restoration work. All of the Developer's Work is to be completed in accordance with the Consent and other required City approvals.
Pre-conditions:	The Developer is to provide a geotechnical impact assessment; detailed plans and specifications of installations and/or scheduled construction; CCTV and engineering confirmations as to the current integrity of the STS; original letter of credit in the amount of \$500,000.00 issued in connection with the Developer development in place; and have obtained all necessary permits.
Performance Obligations:	The Developer is to install and operate vibration monitoring equipment; is not to drill or dig within the Easement Lands without permission of the General Manager of Toronto Water (the "GM") except as specifically provided for in the Consent; is not to store or use any hazardous materials and shall be responsible for the remediation of any contamination caused by the Developer's Work; accepts the lands on a "as is" basis; is to comply with all federal, provincial, and municipal requirements; is to carry out the Developer's Work in such a way as to protect the STS and safeguard the operation of same; and is to reimburse the City for all direct costs incurred by the City related to the Consent and the Developer's Work.
Insurance:	The Developer is to obtain and maintain throughout the Term comprehensive general liability insurance in the amount of \$10,000,000.00 per occurrence and contractor's pollution coverage in an amount of not less than \$5,000,000.00 per occurrence. The policy of insurance shall name the City of Toronto, as well as the Developer, as additional insureds and provide for all further standard City requirements.
Indemnity:	The Developer shall indemnify and save the City harmless from and against costs, expenses, claims and demands made, brought against, suffered by or imposed on the City in respect of loss, damage or injury to persons or property arising directly or indirectly out of the Developer's use or occupancy of the Easement Lands.
Administration Fee:	The Developer is to pay \$792.93 (\$701.71 plus \$91.22 HST) in accordance with Chapter 441 (Appendix C, Schedule 15).

