

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-150

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (Confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	May 31, 2017	Phone No.:	(416) 392 – 3883

Purpose	To obtain authority for the City, as owner of the Property, as defined below, to grant a temporary easement to Toronto Hydro-Electric System Limited ("THESL") to permit construction, operation and maintenance of a below grade hydro line on a portion of the Property.
Property	Part of Lot 14, Plan 4087, designated as Part 1, Plan 64R-10214, Toronto, municipally known as 21 Ashtonbee Road (the "Property"). The location of the Property is shown on Schedule "A". The area subject to the Easement is shown as Parts 9, 10 and 11 on the survey attached as Schedule "B".
Actions	<ol style="list-style-type: none"> 1. The City grant a temporary easement to THESL on the terms and conditions set on Page 4 hereof and on any other or amended terms and conditions as may be determined as appropriate by the Chief Corporate Officer (the "CCO") and in a form acceptable to the City Solicitor (the "Easement"); 2. The CCO or her designate administer and manage the Easement, including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the CCO may, at any time, refer consideration of such matters to City Council for its determination and direction; 3. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The agreement will generate \$13,700.22 (plus HST) in revenue to the City for the term of the temporary easement, which will be paid to the City in advance.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The City intends to grant the Easement to THESL to construct, operate and maintain a hydro line on a portion of the Property. This line will serve the natural gas regulating facility being constructed by Enbridge Gas Distribution Inc. ("Enbridge") on a portion of the Property leased by the City to Enbridge (which lease was authorized by DAF 2016-129). The Easement expires upon the expiry or earlier termination of the Enbridge lease.</p> <p>The Property is within jurisdiction of Toronto Water, as the Ashtonbee Reservoir is subsurface, contains an EMS station, and is directly south of the Gatineau Hydro Corridor Trail and contains Ashtonbee Reservoir Park, both within Parks, Forestry and Recreation (PF&R) purview.</p>
Terms	<p>Real Estate Services staff consider the terms and conditions of the Easement to be fair, reasonable, and reflective of market value.</p> <p>See terms and conditions outlined on page 4.</p>

Property Details	Ward:	37 – Scarborough Centre
	Assessment Roll No.:	1901031130001000000
	Approximate Size:	3m x 69m
	Approximate Area:	207.3 square meters (2,231.4 square feet)
	Other Information:	Vacant Land

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer 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 ABCDs:</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: N/A</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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>	<p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</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><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him or her.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)									
Councillor:	Michael Thompson					Councillor:			
Contact Name:	Ihor Wons					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail	<input checked="" type="checkbox"/>	Memo		Other		
Comments:	Consent					Comments:			
Consultation with ABCDs									
Division:	Toronto Water/EMS/PF&R					Division:	Financial Planning		
Contact Name:	Mike Brannon/Ralph Hole/Brian Chase and Jennifer Hyland					Contact Name:	Filisha Jenkins		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Jack Payne								
DAF Tracking No.: 2017 - 150					Date		Signature		
Recommended by:	Manager of Leasing and Site Management Wayne Duong				June/13/2017		Sgd.\ Wayne Duong		
<input type="checkbox"/> Recommended by:	Director of Real Estate Services Joe Casali				June/21/2017		Sgd.\ Joe Casali		
<input checked="" type="checkbox"/> Approved by:									
<input type="checkbox"/> Approved by:	Chief Corporate Officer Josie Scioli								

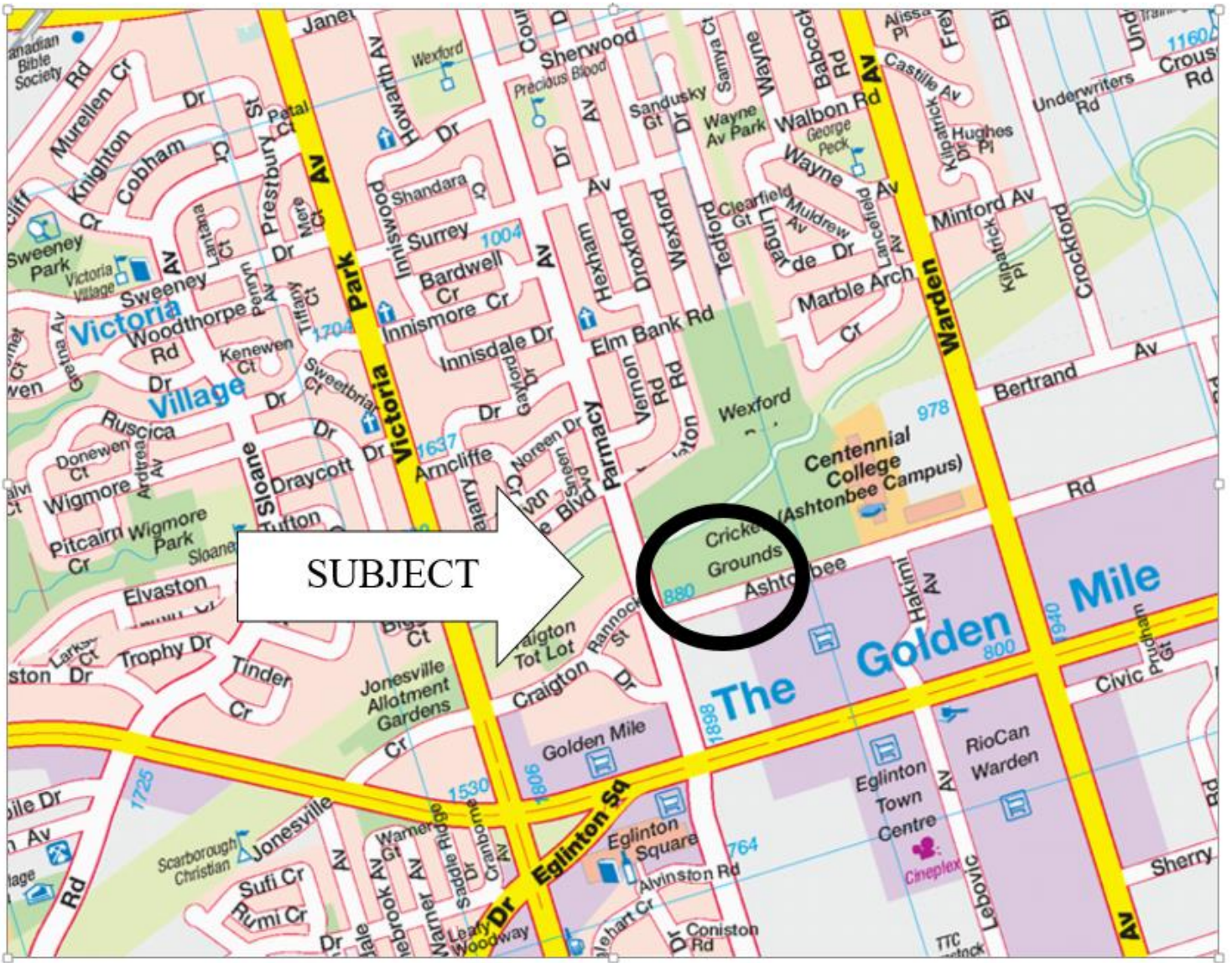
General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Major Terms and Conditions

Grantor:	City of Toronto (the "City").
Grantee:	Toronto Hydro-Electric System Limited ("THESL").
Property:	Part of Lot 14, Plan 4087, Toronto, designated as Part 1, Plan 64R-10214, municipally known as 21 Ashtonbee Road.
Easement Lands	Part of Lot 14, Plan 4087, Toronto, designated as Parts 9, 10 and 11 on the draft Reference Plan attached as Schedule "B".
Easement Lands Area:	207.3 square meters (2,231.4 square feet).
Consideration:	\$13,700.22, plus HST, paid in advance.
Purpose:	Subsurface easement to allow THESL to enter and lay down, install, construct, erect, maintain, open, inspect, add to, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, supplement and operate and maintain at all times a below grade electrical transmission system.
Indemnity:	THESL shall indemnify and save the City harmless from and against all claims, demands, damages, losses, costs, charges, proceeds and actions which may be suffered, sustained or incurred arising from or as a result of the acts or omissions of THESL, its agents, servants, workers, employees, consultants or contractors or those for whom they are responsible at law, or from any breach by THESL of its obligations under the Easement, save and except to the extent that any claim arises out of or results from the willful misconduct, negligent acts or omissions of the City or those for whom the City is responsible at law. .
Insurance:	The Grantee shall take out and keep in force commercial general liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00), with the City added as an additional insured.
Termination:	The Agreement will expire upon the expiry date or earlier termination of the lease from the City to Enbridge Gas Distribution Inc. dated July 6, 2016.
Restoration:	Upon expiry or termination, THESL shall remove the electrical transmission system from the Easement Lands at its sole cost within a reasonable time and restore the Easement Lands to the satisfaction of the Transferor's General Manager, Parks, Forestry & Recreation, acting reasonably.
Toronto Water:	Except in the case of an emergency, no digging, drilling, excavation, construction or other work, other than routine maintenance, shall be carried out on or under the Easement Lands, without THESL obtaining the consent of the General Manager, Toronto Water, and the General Manager, Parks, Forestry & Recreation, not to be unreasonably withheld or delayed.

Schedule "A" - Location of the Premises



Schedule "B" – Temporary Easement A (Outlined)

