

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

TRACKING NO.: 2015-206

- 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. City Council 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, as amended by DAF 2013-307 and DAF 2014-087. City Council confirmatory By-Law No. 1234-2013.
- 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:	Susan Lin	Division:	Real Estate Services
Date Prepared:	August 13, 2015	Phone No.:	416-392-4135

Purpose	To obtain authority to grant a permanent easement interest and extend the term of a licence respecting a portion of the Rosehill Pumping Station, municipally known as 240 Mount Pleasant Road, to Hydro One Networks Inc.
Property	<p>a) The permanent easement area consists of a portion of the Rosehill Pumping Station, municipally known as 240 Mount Pleasant Road, being part of Lot 3 on Plan E767 and part of Lots 38 on Plan 277 York, designated as Parts 1, 2, 3, 5, 6, 7, 8 & 9 on Reference Plan 66R-28130, attached as Appendix "B".</p> <p>b) The licensed area consists of portions of the Rosehill Pumping Station, municipally known as 240 Mount Pleasant Road, which portions are shown as Parts 4 & 5 on Appendix "C" attached.</p>
Actions	<p>1. Authority be granted to transfer a permanent easement to Hydro One Networks Inc. ("HONI") in, over, under, upon and through a portion of the Rosehill Pumping Station, municipally known as 240 Mount Pleasant Road (the "Property"), legally described as being part of Lot 3 on Plan E767 and part of Lot 38 on Plan 277 York, designated as Parts 1, 2, 3, 5, 6, 7, 8 & 9 on Reference Plan 66R-28130 (the "Easement Lands"), for the purpose of constructing and maintaining a building for communication and ventilation as part of the Midtown Transmission Reinforcement Project, on terms and conditions satisfactory to the Chief Corporate Officer and in a form satisfactory to the City Solicitor.</p> <p>2. Authority be granted to extend the term of a licence for portions of the Rosehill Pumping Station, municipally known as 240 Mount Pleasant Road, which portions are shown as Parts 4 & 5 on Appendix "C" attached (the "Licensed Area"), on terms and conditions outlined under the heading "Terms" below and on such further and other terms as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor.</p>
Financial Impact	<p>Revenue in the amount of \$117,875.60 (exclusive of HST) will be paid to the City from the grant of the permanent easement. Additional revenue in the amount of \$10,666.67 (exclusive of HST) will be paid to the City, in advance, upon executing the licence extension.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>Since 2011, HONI has undertaken construction of the Midtown Transmission Reinforcement Project (the "Project"). The purpose of the Project is to strengthen aging transmission infrastructure which will ensure a reliable and uninterrupted supply of electricity throughout the City of Toronto. The Project consists of both underground tunneling on City lands and overhead transmission tower erection along 5.5 km of land from HONI's Leaside Transformer Station to its Bridgman Transformer Station.</p> <p>One of the most integral stages of the Project consists of the new underground tunnel corridor from the HONI-owned Bayview Junction to Birch Junction. The most vital location within this corridor is at the Property, which is designed to house the permanent main shaft and a communication and safety building for operation and ventilation of the tunnel facilities. Part 4 on Plan 66R-28130 captured HONI's original permanent easement request for the main shaft and building; however, HONI discovered through subsequent consultation and design of the structure that a larger footprint is required. As such, HONI has requested to acquire additional easement interests in order to construct the building. HONI has also requested for a licence extension over portions of the Property for construction purposes.</p> <p>In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the Easement Lands were declared surplus by DAF No. 2015-146 with the intended manner of disposal to be a permanent easement over 21 years to HONI.</p>
Terms	See <i>Appendix "A"</i>

Property Details	Ward:	27 – Toronto Centre-Rosedale
	Assessment Roll No.:	Part of 1904-10-2-071-00100
	Approximate Size:	Irregular in shape
	Approximate Area:	
	Permanent Easement Area: Licensed Area:	468.5 m ² ± (5,042.89 ft ² ±) 1,260 m ² ± (13,562.53 ft ² ±)

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:</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 checked="" 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 road, 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 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.

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:	Kristyn Wong-Tam					Councillor:									
Contact Name:	Kristyn Wong-Tam					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	August 12, 2015					Comments:									
Consultation with ABCDs															
Division:	Toronto Water					Division:	Financial Planning								
Contact Name:	Shanil Persaud					Contact Name:	Filisha Mohammed								
Comments:	August 13, 2015					Comments:	August 10, 2015								
Legal Division Contact															
Contact Name:	Michele Desimone (2-8162)														
DAF Tracking No.: 2015-206			Date			Signature									
Recommended by: Manager			Aug. 21, 2015			Tasse Karakolis									
<input type="checkbox"/>	Recommended by: Director of Real Estate Services		Sept. 2, 2015			Joe Casali									
<input checked="" type="checkbox"/>	Approved by: Joe Casali														
<input type="checkbox"/>	Approved by: Chief Corporate Officer					X									
	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 is available from alternative sources].
- (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.
- (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 licenses (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, save and except for residential leasing matters and .
- (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.

Appendix "A"

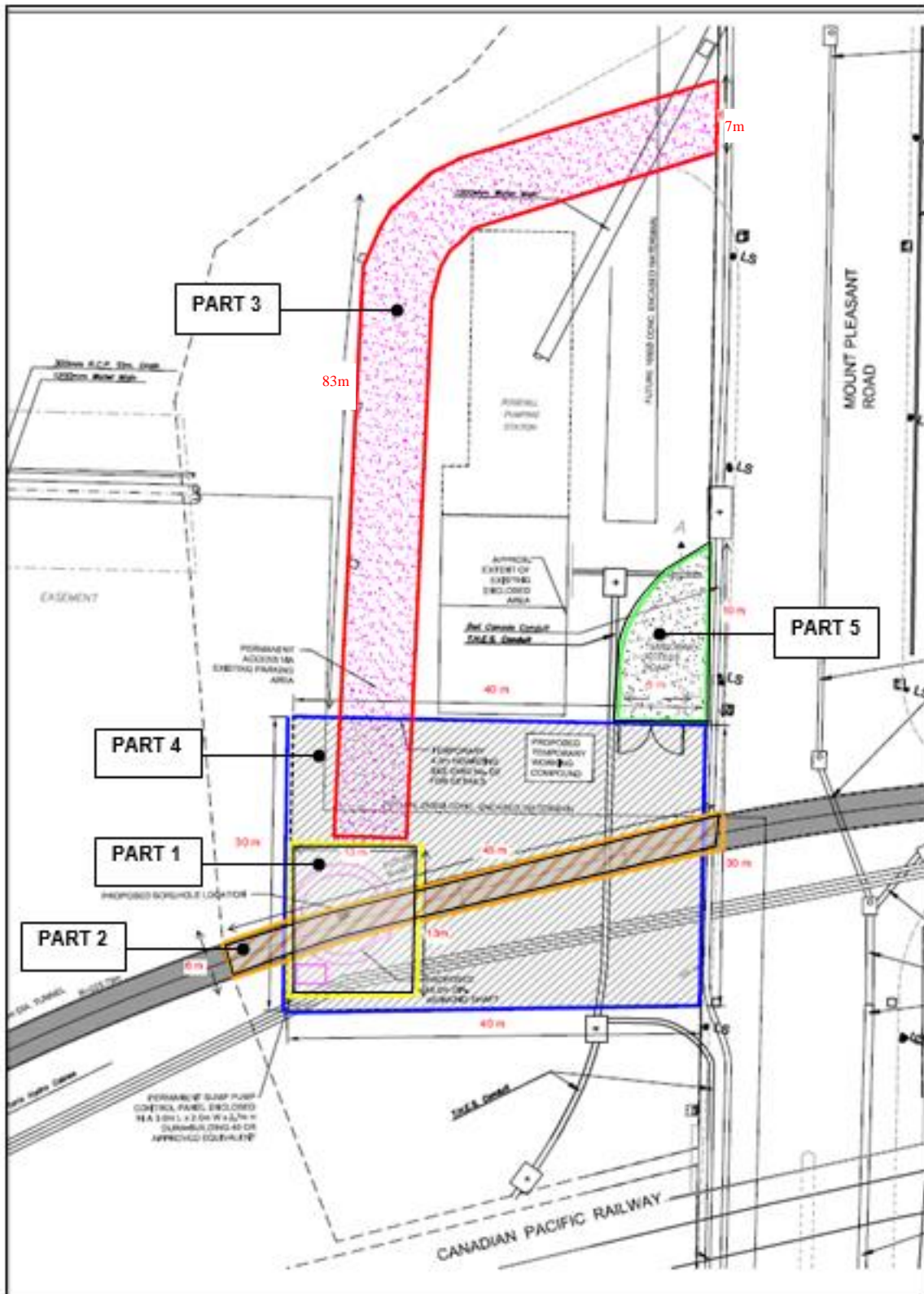
Permanent Easement Terms & Conditions:

- 1) Consideration: \$117,875.60 to be paid by HONI;
- 2) Grant of easement is subject to the rights of the City to use Parts 1, 2, 3, 5, 6, 7, 8 & 9 (collectively the "Easement Lands") for any reason so long as they do not adversely affect or unreasonably interfere with HONI's infrastructure that has been installed and encased in a tunnel approximately 65-70 metres deep through bedrock (the "Works");
- 3) HONI to acknowledge potential City Services (water main) on the Easement Lands as well as third party utilities (Bell Canada, Toronto Hydro) and agrees that, except in the case of an emergency, no digging, drilling or construction, other than routine maintenance shall be carried out without firstly providing engineered drawings to General Manager, Toronto Water, and consents of third party utilities and any other future permitted lessee, licensee or occupier;
- 4) HONI to be responsible for any damage caused to the Easement Lands at any time, by its agents, contractors or employees and shall restore the Easement Lands to their former state so far as is reasonably practical to the satisfaction of the General Manager, Toronto Water;
- 5) HONI to indemnify the City from all claims, damages and costs which may be suffered, sustained or incurred as a result of the acts or omissions of HONI, its employees, agents and contractors arising from HONI's exercise of the rights granted to it or as a result of any breach of its obligations under the grant of easement; and
- 6) If HONI should abandon the Works, it shall remove them from the Easement Lands at its sole cost within a reasonable time if requested by the City and restore the Easement Lands to the satisfaction of the General Manager, Toronto Water, acting reasonably.

Licence Extension Terms & Conditions:

- 1) Term of eight (8) months;
- 2) Payment by HONI to the City of \$10,666.67 (exclusive of HST), which will be provided, in advance, upon executing the Licence Extension (the "Licence Fee");
- 3) Licenced Area: Parts 4 and 5, to be utilized by HONI as a staging area for the construction of the Works including the parking of vehicles, equipment and materials as well as the installation of such temporary infrastructure as may be necessary for HONI's purposes;
- 4) HONI to repair all damage caused by any exercise of its rights under the Licence to the satisfaction of the City's Chief Corporate Officer in consultation with the General Manager, Toronto Water;
- 5) HONI to indemnify the City from all claims, damages and costs which may be suffered or imposed on the City or its property in consequence of HONI's occupation of or use of the Licensed Area except to the extent such claims are directly attributable to the gross negligence of the City;
- 6) Upon the expiry of the term of the Licence, the Licence may be renewed on the same terms and conditions, for such further period or periods as the parties may agree upon; however, HONI is to acknowledge that the City may increase its fee for such further extended period. In the event HONI wishes to renew the Licence, it shall provide written notice to the City at least 3 months prior to the end of the term or any renewal thereof; and
- 7) HONI to remove equipment and restore the Licensed Area upon expiry of the Licence.

Appendix "C" – Licensed Area



- Part 1 – Existing permanent easement for main shaft and sump pump (13m X 13m)**
- Part 2 – Existing permanent subsurface easement for tunnel (45m x 6m)**
- Part 3 – Existing permanent surface easement for access (83m x 7m)**
- Part 4 – Licensed Area for construction zone (40m x 30m)**
- Part 5 – Licensed Area for access during construction (10m x 6m)**

