

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

TRACKING NO.: 2017-135

- 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:	Patricia Palmieri	Division:	Real Estate Services
Date Prepared:	May 12, 2017	Phone No.:	416-392-4829

Purpose	To obtain authority to enter into a permanent easement agreement ("the Easement") with Her Majesty the Queen in right of Ontario represented by the Ministry of Infrastructure (the "Grantor") who confirms that Ontario Infrastructure and Lands corporation ("OILC") has authority to execute this Easement on behalf of the Grantor. The grant of this Easement is to allow the City and Toronto Transit Commission staff to construct, install, operate, maintain, inspect, remove, replace and reconstruct pole mounted luminaires in the open cut corridor between Victoria Park and Warden Subway Station.
Property	Such part of the Hydro Corridor from Victoria Park subway station to Warden subway station as legally described in Schedule "A" and shown on the attached map and reference plans in Schedule "C" (the "Property").
Actions	It is recommended that: <ol style="list-style-type: none"> 1. Authority be granted for the City to enter into the permanent easement agreement with the Grantor, substantially on the terms and conditions outlined in Appendix "B" and on such other terms and conditions as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor. 2. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as she considers reasonable. 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	The cost to the City to enter into the Easement is \$16,650.00 (plus HST) or \$16,943.04 (net of HST recoveries). Funding is available in the 2017 Council Approved Capital Budget and 2017-2025 Capital Plan for the Toronto Transit Commission (TTC) under capital account CTT005. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	TTC requires a permanent easement over the Property in order to house light standards for illumination of the open cut corridor between Victoria Park and Warden subway stations. The City has negotiated the purchase of the Easement upon, under, along, over and across the Property for the purposes of constructing, installing, operating, maintaining, inspecting, removing, replacing and reconstructing pole mounted luminaires and for the installation of improvements, appurtenances or accessories on the Property. The Grantor has agreed to allow construction to proceed with a temporary licence and transfer of the permanent property rights to occur later in order to allow construction to commence immediately on the basis that the City have the permanent property rights transferred at a later date.
Terms	See Appendix "B"

Property Details	Ward:	Ward 35 – Scarborough Southwest
	Assessment Roll No.:	n/a
	Approximate Size:	Irregular

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
11. Easements (City as Grantor):	<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.	<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.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
14. Miscellaneous:	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<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).	<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).
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

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:	Michelle Berardinetti				Councillor:				
Contact Name:	Michael Giles				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Consulted				Comments:				
Consultation with ABCDs									
Division:	TTC				Division:	Finance			
Contact Name:	Pamela Kraft				Contact Name:	Filisha Mohammed			
Comments:	Concurs				Comments:	Concurs			
Legal Division Contact									
Contact Name:	Dale Mellor – Real Estate Legal Services								
DAF Tracking No.: 2017- 135					Date		Signature		
Recommended by: Manager Tim Park					May 15 th 2017		Signed By: Tim Park		
<input type="checkbox"/>	Recommended by:		Director of Real Estate Services Joe Casali		May 15 th 2017		Signed By: 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.

Appendix "A"

Property Description

Property Address:

Part of PIN 06003-0026 (LT), being Part of Lot 35, Concession B, Scarborough, Toronto, City of Toronto and shown as Parts 1 to 11 (inclusive) on Reference Plan 66R-29259;

Part of PIN 06459-0110 (LT), being Part of Lots 22, and 23, Registered Plan 755, Scarborough, Toronto, City of Toronto and shown as Parts 12, 13 and 14 on Reference Plan 66R-29259;

Part of PIN 06459-0112 (LT), being Part of Lot 32 and 33, Registered Plan 755, Scarborough, Toronto, City of Toronto and shown as Parts 16, 17 and 18 on Reference Plan 66R-29259;

Part of PIN 06459-0116 (LT), being Part of Lot 55, Registered Plan 755, Scarborough, Toronto, City of Toronto and shown as Part 20 on Reference Plan 66R-29259;

Part of PIN 06459-0120 (LT), being Part of Lots 130, 132, 133 and 134, Registered Plan 755, Scarborough, Toronto, City of Toronto and shown as Parts 22, 23 and 24 on Reference Plan 66R-29259;

Part of PIN 06500-0109 (LT), being Part of Lot 33 and 34, Concession B, Scarborough, City of Toronto and shown as Parts 1 to 16 (inclusive) on Reference Plan 66R-29263;

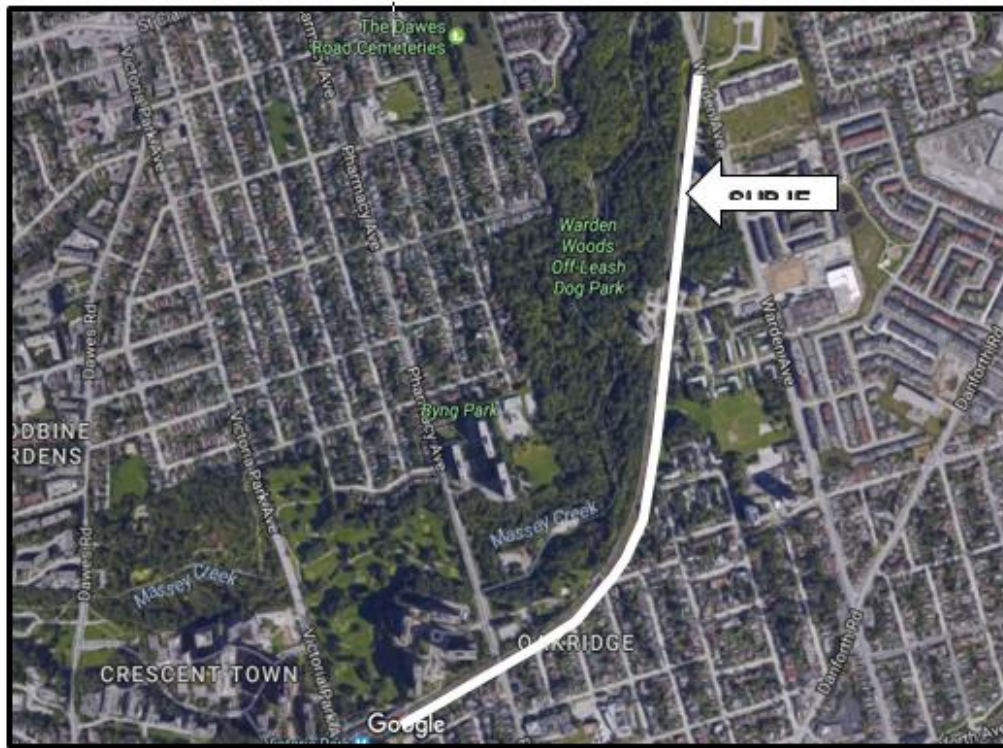
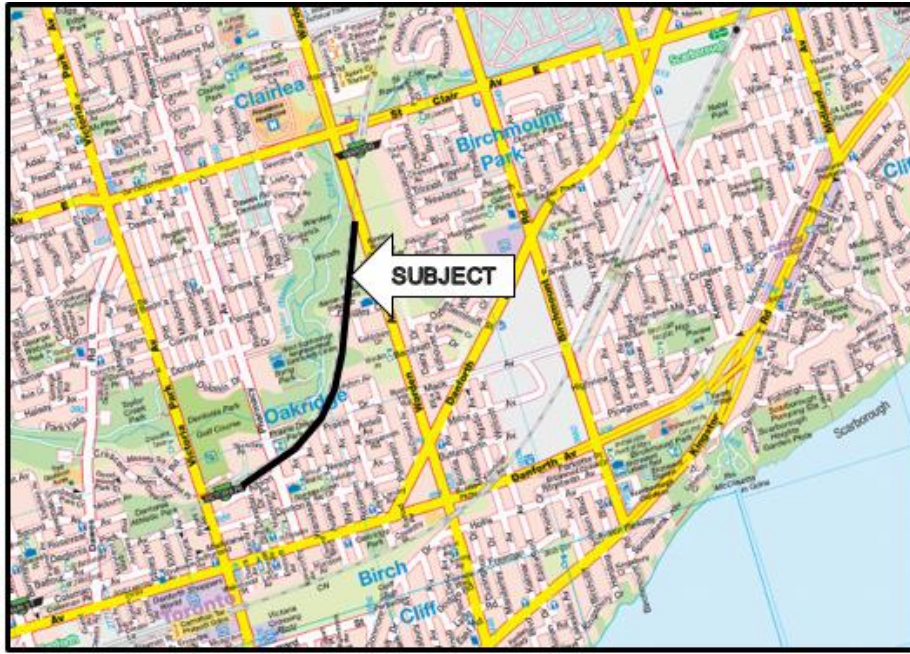
Part of PIN 06500-0108 (LT), being Part of Lot 33, Concession B, Scarborough, City of Toronto and shown as Parts 1 to 13 (inclusive) on Reference Plan 66R-29258;
(collectively referred to as "the Property").

Appendix "B"

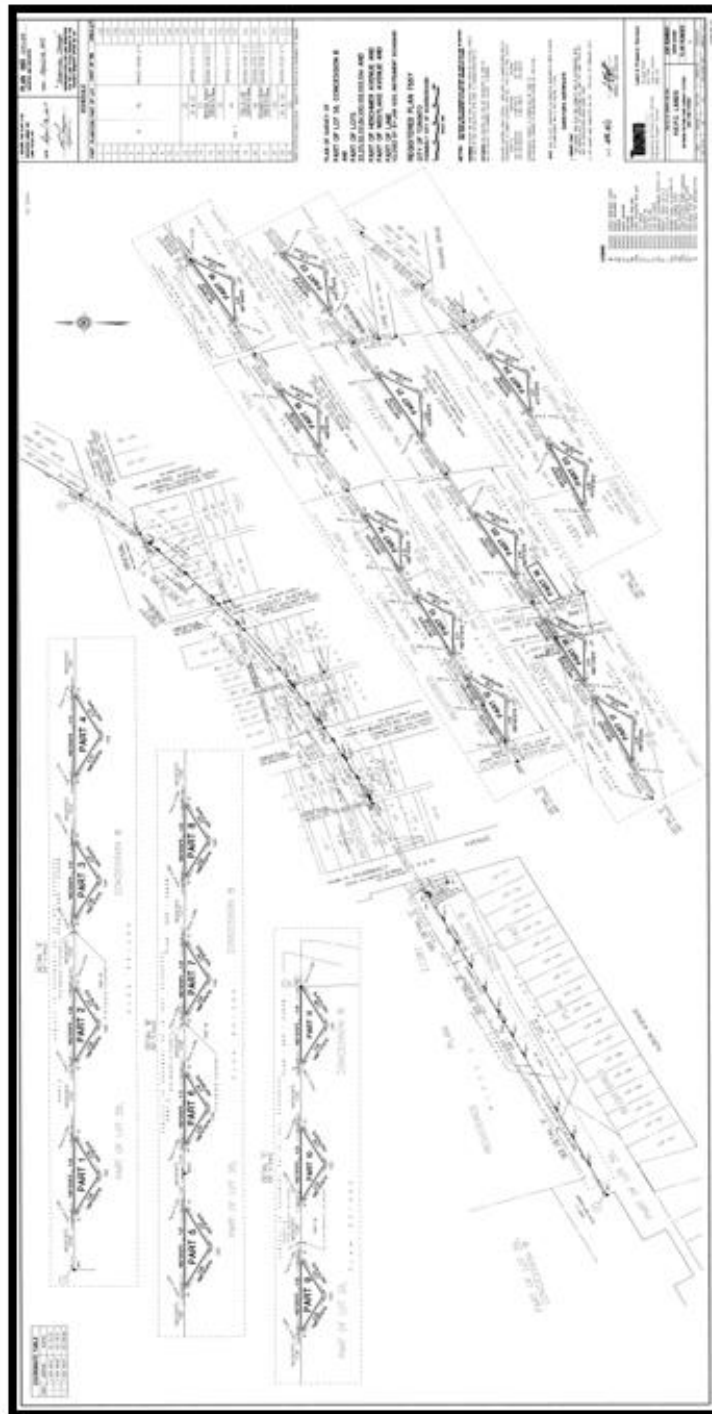
Major Terms and Conditions

1. Consideration: \$16,650.00 plus HST;
2. Priority: The Easement is subject to the primary right of Hydro One Networks Inc ("HONI") to use the Property to operate a Transmission System or Distribution System and all leases, subleases, easements, licenses, permits, right of use or occupation, secondary uses or other rights now existing or hereafter renewed, extended or entered into by the Grantor or HONI;
3. Grantor / HONI Works: The Grantor or HONI may enter the City's Property on twenty four (24) hours' notice to remove any of the Grantor's installations or equipment or HONI's Transmission System or Distribution System and may make new installations as the Grantor or HONI determines necessary or desirable and shall not be liable for and are released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising from this work and interruption, interference and physical damage to the Property;
4. Termination: The Grantor may terminate this Easement, in whole or in part, on nine (9) months' notice if the use of the property interferes with HONI's Transmission System or Distribution System. On expiry of the notice, the City have six (6) months in which to remove their equipment from the Property;
5. Relocation or Removal: If the City does or permits anything on the Property or the adjoining lands of the Grantor which may be a nuisance, cause damage, endanger, or interfere with the Transmission System or Distribution System of HONI, the Grantor or HONI may, at the City's expense remove, relocate or clear the offending work from the Property;
6. Indemnity: The City shall assume all liability and obligations relating to the use of the Property, but will not be liable for any loss, damage or injury arising from the gross negligence of the Grantor or HONI; and
7. Liability Insurance: The City shall arrange and maintain a liability insurance policy satisfactory to the Grantor in the sum of five (5) million dollars (\$5,000,000.00). Such insurance shall (a) name the Grantor, HONI and OLIC as additional insured (b) contain a cross liability clause, and (c) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Grantor or HONI.

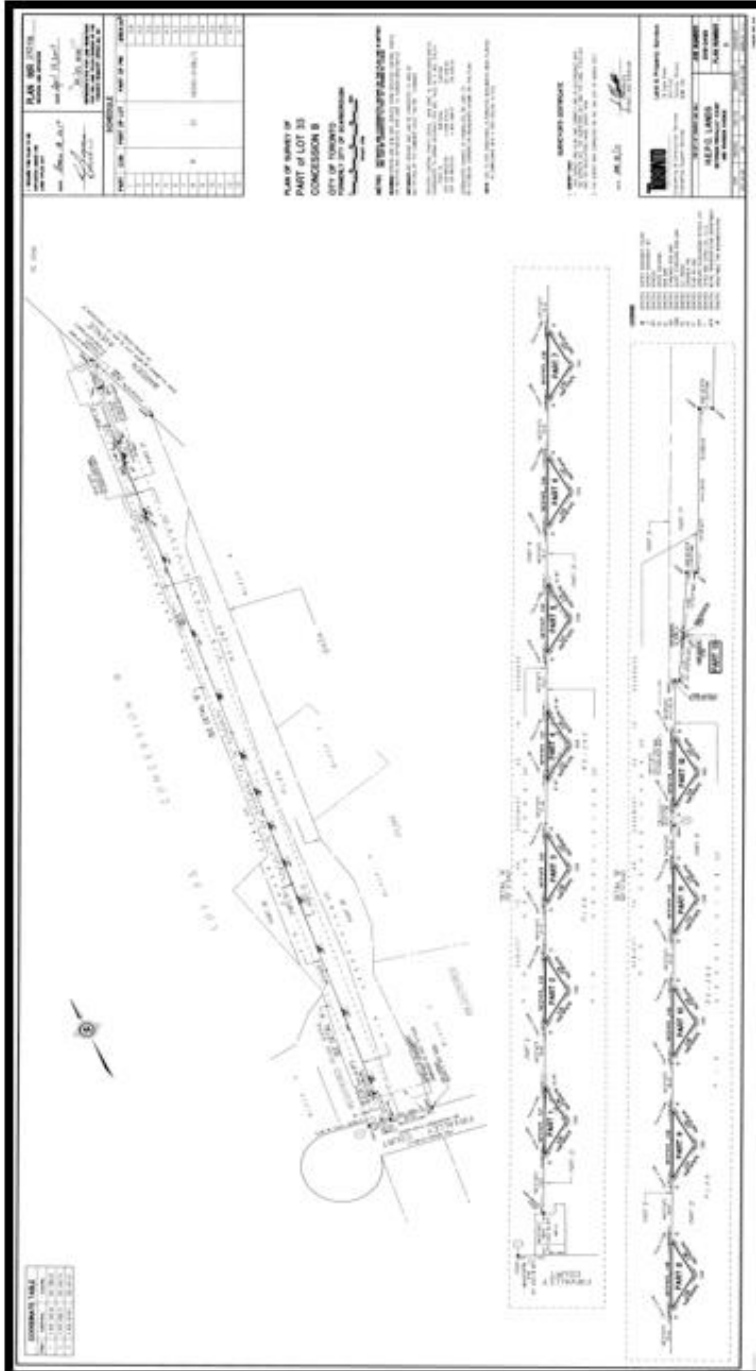
Appendix "C" - Location Map



Reference Plan 66R-29259



Reference Plan 66R-29258



NO.	DESCRIPTION	DATE	BY	CHECKED
1
2
3
4
5
6
7
8
9
10

PLAN OF SURVEY OF
PART OF LOT 35
CONCESSION 8
TOWNSHIP 17 N
RANGE 12 W
COUNTY OF ALBERTA

DATE: 2010-07-14
BY: [Signature]
CHECKED: [Signature]

SECTION 1
SECTION 2

SCALE: 1" = 100'

DATE: 2010-07-14
BY: [Signature]
CHECKED: [Signature]

COORDINATE	EASTING	NORTHING
1
2
3
4
5
6
7
8
9
10

