

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES
DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2017-247

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:	Mario Lanzillotta	Division:	Real Estate Services
Date Prepared:	December 20, 2017	Phone No.:	416-338-0804

Purpose
To obtain authority to grant a temporary easement for a term of 3 years, with an option to extend for 1 year, through portions of 21 Redway Road (North Toronto Water Treatment Plant) to Hydro One Networks Inc. ("HONI") for the purpose of housing underground transmission cable.

Property
That portion of the property known as 21 Redway Road (North Toronto Water Treatment Plant) legally described as PT LOT 11 & 12, CON 3 FTB; PART 1, RP 64R8775; shown as Parts 1 and 2 on Sketch No. PS-2017-079 in Appendix "B" attached, being an easement of approximately 6m at the narrowest point to 7.5 meters at its widest in width and 4 meters in depth shown as Details A and B on Sketch No. PS-2017-079 in Appendix "B" attached (the "Property").

Actions

- Authority be given to grant an easement of the Property to HONI for a term of 3 years, with an option to extend for 1 year, substantially on the 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.
- The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
The City will receive estimated revenue of approximately \$405,000.00 (exclusive of HST) from granting the easement. The exact revenue is to be determined once a reference plan confirming the area is deposited.

The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments
Hydro One has a new 2017 Capital project it needs to undertake in the Leaside area (see location map labeled as Appendix "A"). The new Leaside Transformer Station X Todmorden project involves an upgrade to Hydro One's two existing station properties (Leaside and Todmorden) as well as a new high voltage underground (strata) cable connecting these two stations. This cable pathway is shown on PS Sketch No. PS-2017-079. Hydro One advises this new 6m – 7.5m wide and 4m below grade cable will be located within City lands currently under an existing Hydro One overhead right-of-way Agreement dated November 28, 1966. This Agreement provides temporary access to Hydro One for works purposes.

HONI originally requested a permanent easement; however, as the Property is within the Parks and Open Space Areas in the Official Plan, the disposal of such (by sale or easement over 21 years) is prohibited by the Official Plan. The Official Plan, however, stipulates that City-owned lands in the Parks and Open Space Areas may be exchanged for other nearby land of equivalent or larger area and comparable or superior green space utility. Alternatively, HONI may apply for an amendment to the Official Plan to permit a sale (or permanent easement over 21 years) of a defined portion of a particular park without the necessity for land exchange.

Considering the urgency of the request, HONI revised its initial requirement and is now requesting a temporary easement, with the understanding that there will be no renewal or further grant of easement unless the relevant sections of the Official Plan for the City of Toronto have been amended or a site specific exemption has been granted to allow a permanent easement within the Property. The revenue of \$405,000.00 is reflective of the permanent easement value. Should HONI not secure a permanent easement within the time period of this temporary easement, the City will revisit the valuation for the permanent easement at that time for further compensation reflective of current rates.

Terms
See page 4

Property Details	Ward:	29 – Toronto-Danforth
	Assessment Roll No.:	Part of 1906-04-1-030-00850
	Approximate Size:	6m (19.69 ft) to 7.5m (24.61 ft) wide and 4m (13.1 ft) below grade
	Approximate Area:	Part 1 - 1318 m ² (14,186.83 ft ²)
	Other Information:	Vacant Land

A.	Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services 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/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
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: N/A	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):	<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;
	<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.
10. Leases/Licences (City as Tenant/Licensee):	<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.
11. Easements (City as Grantor):	<input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<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).
14. Miscellaneous:	<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. Deputy City Manager, Internal Corporate Services 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.

Deputy City Manager, Internal Corporate Services 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:	Councillor Fragedakis – December 7, 2017			Councillor:	
Contact Name:				Contact Name:	
Contacted by:	Phone	X	E-Mail	Memo	Other
Comments:	No objection with recommendation			Comments:	
Consultation with ABCDs					
Division:	Finance			Division:	Financial Planning
Contact Name:	Patricia Libardo – December 11, 2017			Contact Name:	
Comments:	No objections – reviewed and approved			Comments:	
Legal Division Contact					
Contact Name:	Michele Desimone – December 6, 2017				
DAF Tracking No.: 2017- 247		Date		Signature	
Recommended by:	Manager		Dec. 20, 2017	Signed by Nick Simos	
<input type="checkbox"/> Recommended by:	Director of Real Estate Services David Jollimore		Dec. 20, 2017	Signed by David Jollimore	
<input type="checkbox"/> Approved by:	Deputy City Manager, Internal Corporate Services Josie Scioli		Dec. 21, 2017	Signed by Josie Scioli	

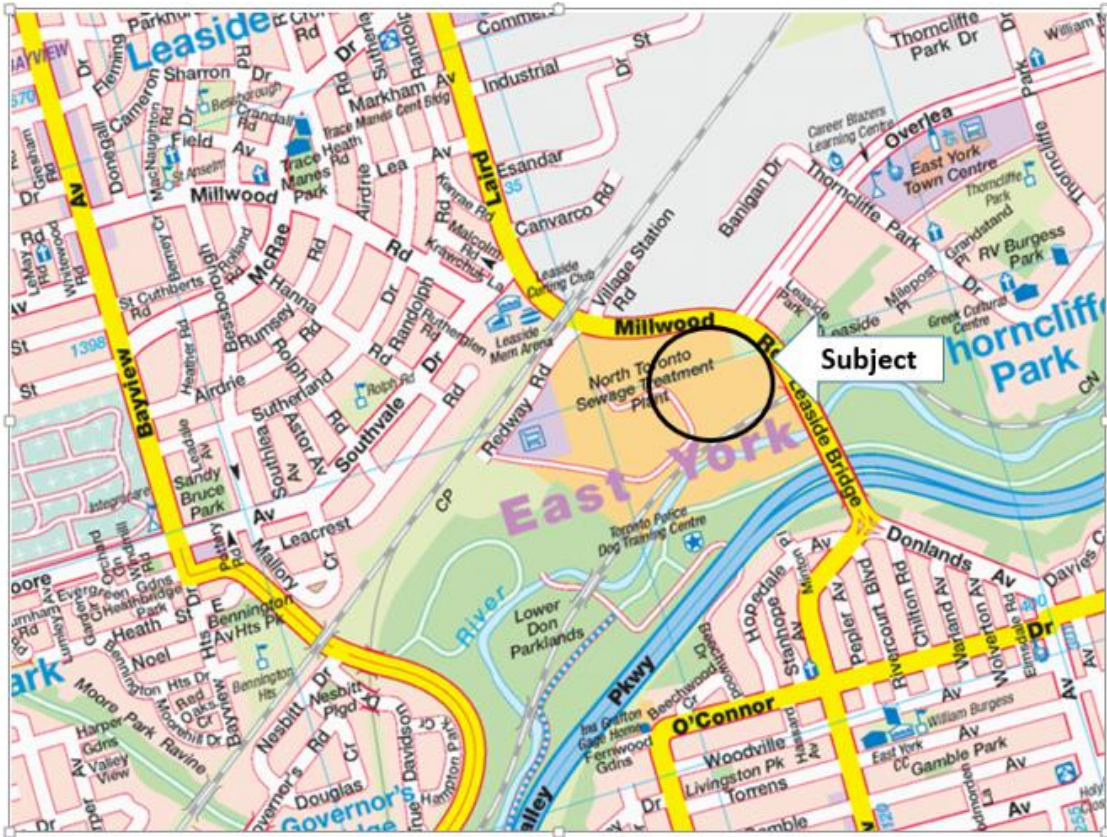
General Conditions ("GC")

- (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 Deputy City Manager, Internal Corporate Services, in consultation with any other 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.

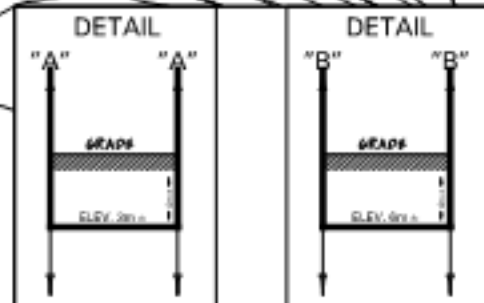
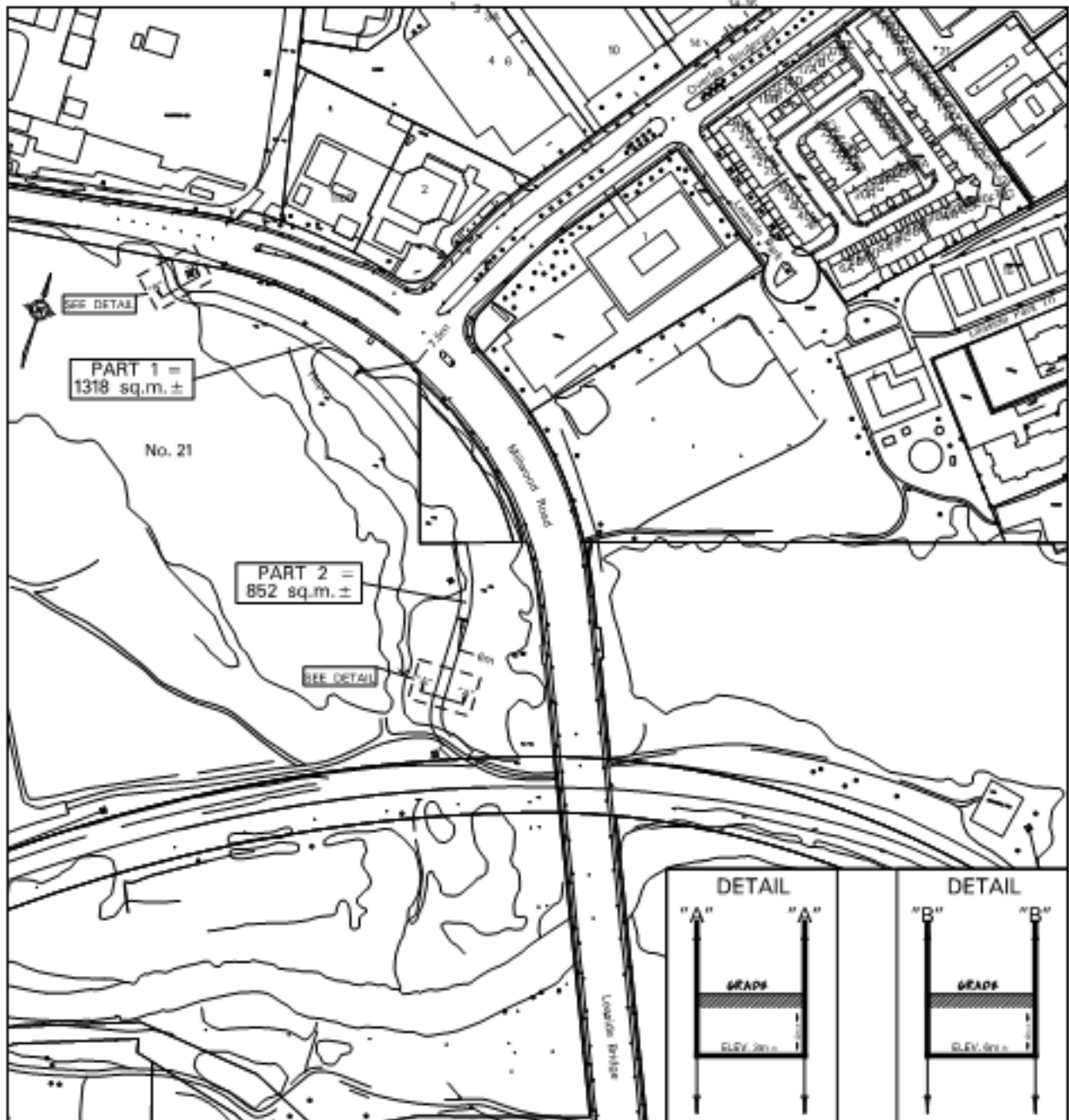
Terms: Temporary Easement – Major Provisions:

- (i) Term of 3 years, with an option to extend for 1 year;
- (ii) Upon the expiration of the Term, HONI is to remove its facilities and equipment from the Property and restore the Property to the satisfaction of the Transferor's General Manager, Parks, Forestry & Recreation, at its sole cost, and shall consent to the registration of a release of easement;
- (iii) Provided that the relevant sections of the Official Plan for the City of Toronto have been amended or a site specific exemption has been granted to allow a permanent easement within the Property and provided the City has completed the disposal process to declare the Property surplus, upon the expiration of the Term or such earlier time as HONI and the City may mutually agree, HONI shall be entitled to obtain a permanent easement of the Property;
- (iv) Payment Revenue in the amount of approximately \$405,000.00 (exact revenue to be determined once a reference plan confirming the area is deposited), exclusive of HST is anticipated from the grant of the easement;
- (v) HONI to repair all damage caused by any exercise of its rights under the Temporary Easement to the satisfaction of the General Manager, Toronto Parks and Recreation; and
- (vi) 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 Property except to the extent such claims are directly attributable to wilful misconduct or negligent acts or omissions of the City.

APPENDIX A - LOCATION MAP & AERIAL VIEW



APPENDIX B – SKETCH No. PS 2017-079



TORONTO
 ENGINEERING & CONSTRUCTION SERVICES
 ENGINEERING SUPPORT SERVICES
 LAND & TRAFFIC SERVICES

NOTE:
 THIS SKETCH HAS BEEN
 COMPILED FROM OFFICE
 RECORDS. MEASUREMENTS
 ARE APPROXIMATE

CHECK BY JOHN HOUSE
 PREPARED BY DWAYNE PITT

PROPERTY INFORMATION SHEET
 CITY OWNED LAND
 PORTIONS OF NO. 21 REDWAY ROAD

WARD 29 – TORONTO-DANFORTH
 DATE: AUGUST 23, 2017

SKETCH No. PS-2017-079