

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

TRACKING NO.: 2017-311

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:	Alma Agoviku	Division:	Real Estate Services
Date Prepared:	November 16, 2017	Phone No.:	416-392-7214

<b>Purpose</b>	To obtain authority to acquire a permanent easement (the "Easement") from Mirrow Homes Ltd. (the "Owner") over the lands designated as Part 7 on Plan 66R-28680 (the "Easement Lands"), and to then release the existing easement from the lands designated as Part 1 on Plan 66R-28191 (the "Released Lands"), for the purpose of shifting the City's access route to a storm water quantity pond located on adjacent lands.
<b>Property</b>	The Easement Lands: Part of the property known municipally as 1 Norvalley Court, Toronto, being part of PIN 06235-0157 (LT), designated as Part 7 on Plan 66R-28680  The Released Lands: Part of the property known municipally as 1 Norvalley Court, Toronto, being part of PIN 06235-0121 (LT), designated as Part 1 on Plan 66R-28191  See sketch and maps attached as Appendices "A" and "B".
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority is granted for the City to enter into an agreement with the Owner for the acquisition of the Easement and the release of the existing easement, substantially on the terms and conditions outlined herein, and any other or amended terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services, and in a form acceptable to the City Solicitor.</li> <li>The City Solicitor is authorized to complete the transaction on behalf of the City, including payment of any necessary expenses and amending and waiving terms and conditions, on such terms as she considers reasonable.</li> <li>The Deputy City Manager, Internal Corporate Services, or her designate shall administer and manage the agreement including the provision of any consents, approvals, waivers, notices, and notices of termination provided that the Deputy City Manager, Internal Corporate Services, at any time, may refer consideration of such matters to City Council for its determination and direction.</li> <li>The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	The Owner will grant the Easement to the City for nominal consideration. In exchange the City will release the existing easement from the Released Lands, and the Owner shall pay the City \$20,276.00 plus HST on closing, being the difference in value between the Easement and the easement interest being released.  The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The City currently has an easement over part of 1 Norvalley Court for the operation, maintenance, and repair of a storm water quantity pond. The Owner has requested that part of the City's easement be shifted to a different part of 1 Norvalley Court so that the Owner can obtain a building permit. To accomplish this, the City would acquire a new easement over the Easement Lands, and then release part of its existing easement. The proposed re-location of the storm overflow pipe and overland flow route will provide equivalent conveyance of minor and major flows to the existing dry pond as were approved by the original design.
<b>Terms</b>	See page 4.

<b>Property Details</b>	<b>Ward:</b>	Ward 44 – Jim Hart
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	2,443 m <sup>2</sup>
	<b>Other Information:</b>	

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/REOs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<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	<b>Delegated to a more senior position.</b>	<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 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.	<b>Delegated to a less senior position.</b>
12. Easements (City as Grantee):	<input checked="" 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 checked="" 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:**

Consultation with Councillor(s)										
Councillor:		Jim Hart				Councillor:				
Contact Name:		Calum MacMillan				Contact Name:				
Contacted by:		Phone	X	E-Mail		Memo		Other		
Comments:		Confirmed				Comments:				
Consultation with ABCDs										
Division:		Toronto Water				Division:		Financial Planning		
Contact Name:		Paul Albanese				Contact Name:		Patricia Libardo		
Comments:		Concur				Comments:		Concur		
Legal Division Contact										
Contact Name:		Nicole See-Too								
DAF Tracking No.: 2017- 311					Date		Signature			
Recommended by:		Manager (Tim Park)			November 28 <sup>th</sup> , 2017		Signed By: Tim Park			
<input type="checkbox"/>	Recommended by:		Director of Real Estate Services David Jollimore			November 29 <sup>th</sup> , 2017		Signed By: David Jollimore		
<input checked="" type="checkbox"/>	Approved by:									
<input type="checkbox"/>	Approved by:		Deputy City Manager, Internal Corporate Services Josie Scioli					X		

**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 50M<sup>2</sup> 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.

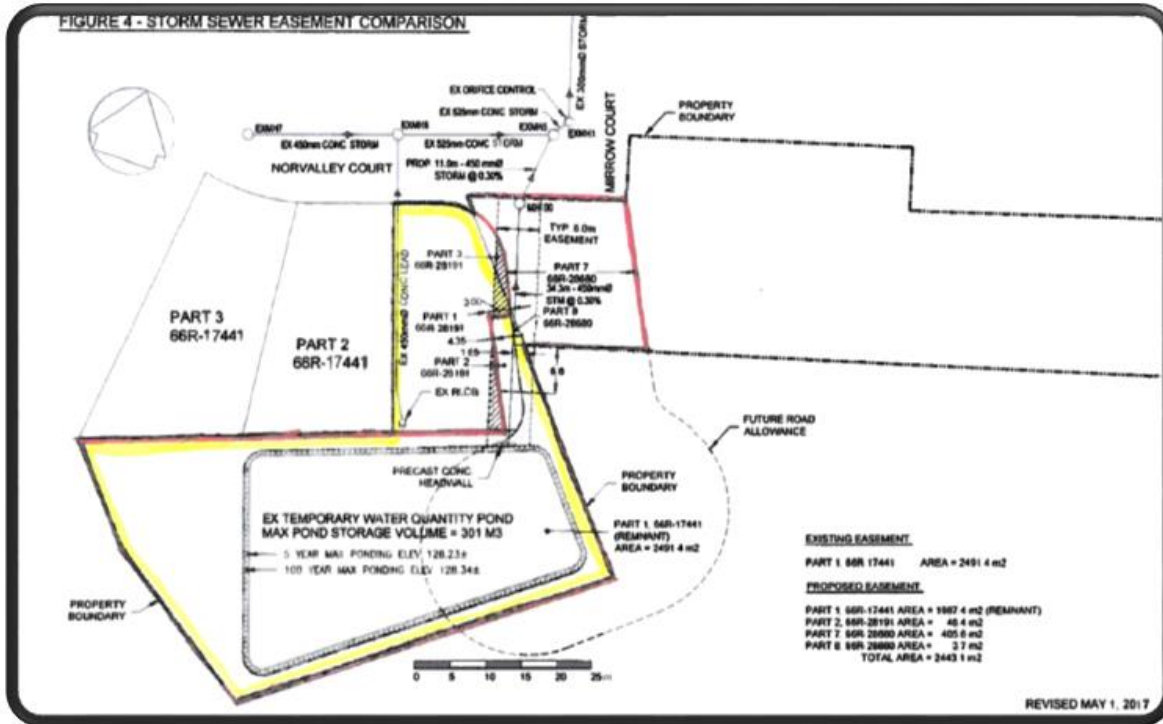
### **MAJOR TERMS**

- The City's release of its existing easement will be only a partial release of the easement granted by Instrument No. E96839 – the City is releasing this easement only from Part 1 on Plan 66R-28191, and not from any of the other servient lands.
- Mirrow Homes Ltd. (the "Owner") shall pay the City on closing the sum of \$20,276.00 plus HST, being the difference in value between the new Easement and the released easement.
- The City is acquiring the Easement for the purpose of accessing, altering, maintaining, operating, repairing, and replacing the storm water quantity pond located on a portion of 1 Norvalley Court. Together with the Easement, the City is also acquiring all ancillary rights necessary for said purpose, including:
  - accessing the Easement Lands with vehicles, equipment, and machinery;
  - storing vehicles, supplies, machinery, and equipment on the Easement Lands;
  - erecting staging, hoarding, and/or fencing on the Easement Lands; and
  - removing boulders, roots, trees, vegetation, and landscaping from the Easement Lands.
- The City shall indemnify the Owner against all claims and proceedings under the *Construction Lien Act* in connection with the storm water quantity pond.
- The Owner shall indemnify the City against all actions, claims, and proceedings resulting directly or indirectly from the use or occupation of the Easement Lands by the Owner or any person for whom the Owner is at law responsible.
- The Owner releases the City from all actions and claims which the Owner ever had, now has, or may have by reason of the existence of the storm water quantity pond, the transfer of the Easement, or any work done on the Easement Lands. This release does not apply in the case of loss or damage caused by the negligence of the City or those for whom it is at law responsible.

## Appendix "A"

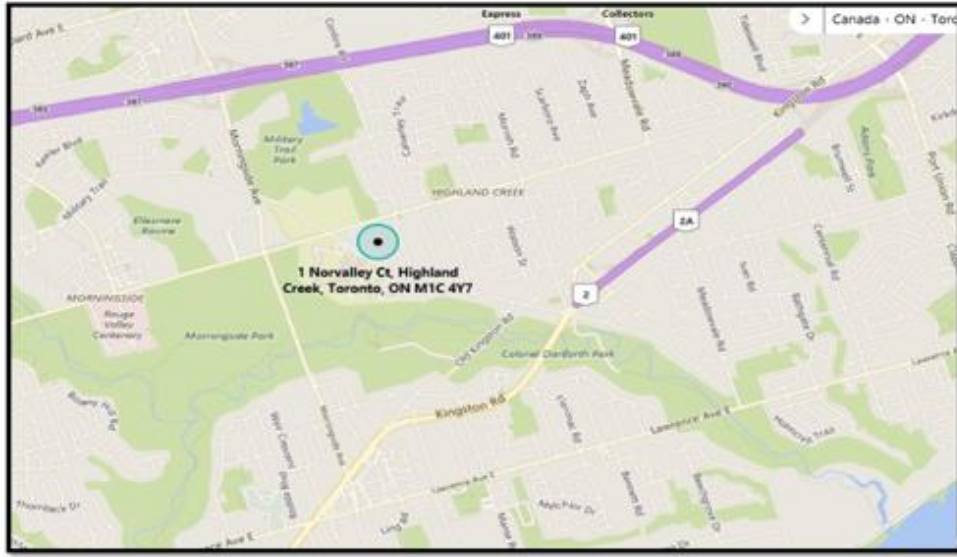
### Storm Sewer Easement Comparison

- Existing easement outlined in yellow
- New easement outlined in red



# Appendix "B"

## Location Map



Map "Zoomed in"

