

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

TRACKING NO.: 2017-298

<input checked="" type="checkbox"/> 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).			
<input type="checkbox"/> 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:	November 16, 2017	Phone No.:	416-392-4829
Purpose	To obtain authority to enter into three permanent easement agreements (collectively the "Easement Agreements") 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 the Easement Agreements on behalf of the Grantor. The Easement Agreements will allow the City of Toronto and Toronto Transit Commission (TTC) staff a right to construct, install, operate and maintain a transformer, sanitary line, an access drive-way and sump pump on the Grantor's land near the TTC Victoria Park Subway Station.		
Property	Part of PIN 06003-0026 (LT), being Part of Lot 35, Concession B, City of Toronto (formerly the township of Scarborough), and shown as Parts 1, 2, 3, 4, 5, 6 and 7 on Reference Plan 66R-29484 (the "Property").		
Actions	It is recommended that: <ol style="list-style-type: none"> 1. Authority be granted for the City to enter into the Easement Agreement with the Grantor, substantially on the terms and conditions outlined in Appendix "A" and on such other terms and conditions as may be acceptable to the Director of Real Estate 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 Agreements is \$47,200.38 (plus HST) or \$48,031.11 (net of HST recoveries). Funding is available in the 2017-2026 Council Approved Capital Budget and Plan for the Toronto Transit Commission (TTC) under capital account CTT005. The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.		
Comments	The City has negotiated the purchase of the three permanent easements upon, under, along, over and across the Property for the purposes of constructing, installing, operating, maintaining, inspecting, removing, replacing and reconstructing a transformer, sanitary line, an access drive-way and sump pump near the Victoria Park subway station.		
Terms	See Appendix "A"		
Property Details	Ward:	Ward 35 – Scarborough Southwest	
	Assessment Roll No.:	n/a	
	Approximate Area:	Irregular	

A.	Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services 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 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. 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:	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:	Financial Planning			
Contact Name:	Pamela Kraft					Contact Name:	Patricia Libardo			
Comments:	Concurs					Comments:	Concurs			
Legal Division Contact										
Contact Name:	Jacqueline Kiggundu – Legal Services									
DAF Tracking No.: 2017- 298			Date			Signature				
Recommended by: Manager, Tim Park			November 16 th , 2017			Signed By: Tim Park				
<input type="checkbox"/>	Recommended		Director of Real Estate Services David Jollimore			November 16 th , 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 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"

Major Terms and Conditions

1. Permanent Easement Value for Transformer - \$1,500.00 plus HST
 Permanent Easement Value for Sanitary Line and Sump Pump - \$11,550.00 plus HST
 Permanent Easement Value for Access Driveway - \$32,025.00 plus HST
 - a. Approximate Legal Fees \$1,400.00 plus HST
 - b. Approximate Disbursements \$500.00 plus HST
 - c. Land Transfer Tax \$225.38
 - d. Approximate Total \$47,200.38 (plus HST where applicable)**

2. Priority: The Easement Agreements are 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 easement lands on twenty four (24) hours' prior written notice to remove any of the Grantor's installations or equipment or HONI's Transmission System or Distribution System, the subsurface easement in favour of Hydro One Telecom Inc, 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 the Easement Agreements, 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. Within six (6) months of abandonment or notice, the City has 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 and/or the adjoining lands;

6. Indemnity: The City shall assume all liability and obligations relating to the grant of the Easement Agreements, but will not be liable for any loss, damage or injury arising from the gross negligence of the Grantor or HONI;

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 OILC as additional insureds; (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; and

8. Registration & Legal Fees: The City shall be responsible for Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Easement Agreements together with all legal costs incurred by the Grantor's solicitor, inclusive of disbursements and all applicable taxes.

Location Map



Reference Plan 66R-29484

