

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

**TRACKING NO.: 2017-254  
Confidential Attachment**

- 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:	Sarah Corey	Division:	Real Estate Services
Date Prepared:	09/27/2017	Phone No.:	7-4437

<b>Purpose</b>	To obtain authority for the City to enter into an Offer to Connect agreement with Alectra Utilities Corporation to connect the City-owned facility located in Richmond Hill (the "Property") to Alectra Utilities' Electric Distribution System. This facility will be the site of the new Toronto Police Service Data Centre.								
<b>Property</b>	See Confidential Attachment 1.								
<b>Actions</b>	It is recommended that: <ol style="list-style-type: none"> <li>authority be granted for the City to enter into an Offer to Connect Agreement with Alectra Utilities Corporation on the terms and conditions outlined herein, and any such other terms and conditions deemed appropriate by the Director of Real Estate Services, and in a form acceptable to the City Solicitor;</li> <li>the confidential information in Confidential Attachment 1 shall remain confidential indefinitely as it is information relating to: (a) a proposed or pending acquisition of land and/or interests in land by the City; and/or (b) law enforcement pursuant to Section 8(a), € (g) and (i) of the <i>Municipal Freedom of Information and Protection Act</i>, R.S.O. 1990, C. M56; and</li> <li>the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>								
<b>Financial Impact</b>	<p>The following costs will be incurred by the City in connection with the Offer to Connect Agreement:</p> <table border="1"> <tr> <td>Service Installation</td> <td>\$73,363.17</td> </tr> <tr> <td>Metering</td> <td>\$4,465.00</td> </tr> <tr> <td>Design and Inspection</td> <td>\$8,799.84</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$ 86,628.01</b></td> </tr> </table> <p>Funds for the above noted costs totalling \$86,628.01 (plus HST) or \$88,152.66 (net of HST recoveries) are available in the 2017 Council Approved Capital Budget for Toronto Police Service under account PL-100110-01.</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>	Service Installation	\$73,363.17	Metering	\$4,465.00	Design and Inspection	\$8,799.84	<b>Total</b>	<b>\$ 86,628.01</b>
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<b>Total</b>	<b>\$ 86,628.01</b>								
<b>Comments</b>	<p>The Toronto Police Service Data Centre project was identified in the Toronto Police Service (TPS) 2014 to 2023 ten-year Capital Program. The TPS, through its capital budget submission, identified the need to relocate from its current location due to electrical and spatial limitations. Following the TPS Board's approval of the project as a purpose built facility, City Staff were successful in securing the Property for the TPS (see DAF 2016-189).</p> <p>Alectra Utilities is a municipally-owned electricity distribution company in Ontario, providing service to customers Richmond Hill. The City of Toronto, as the registered owner of the Property located within Alectra Utilities' service territory, is requesting connection of the facility at this site to Alectra Utilities' Electric Distribution System. This connection will require the design and installation of the electrical connection as well as revenue metering. The City of Toronto will be responsible for granting any easements required for Alectra Utilities to construct and maintain the electrical facilities</p>								
<b>Terms</b>	See major terms and conditions of the Offer to Connect Agreement set out in Appendix A.								

<b>Property Details</b>	<b>Ward:</b>	N/A
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	4697 m <sup>2</sup> ± ( 50558 ft <sup>2</sup> ±)
	<b>Other Information:</b>	Town of Richmond Hill

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:	<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:	<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):	N/A	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
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"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.
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"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
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 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"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.
14. Miscellaneous:	<input checked="" type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<b>Delegated to a less senior position.</b>
	<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"/> 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"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input checked="" type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;
		<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:					Councillor:						
Contact Name:					Contact Name:						
Contacted by:		Phone	E-Mail	Memo	Other	Contacted by:		Phone	E-mail	Memo	Other
Comments:					Comments:						
Consultation with ABCDs											
Division:					Division:						
Contact Name:					Contact Name:						
Comments:					Comments:						
Legal Division Contact											
Contact Name:					Karl Druckman & Luxmen Aloysius						
DAF Tracking No.: 2017-254					Date		Signature				
Recommended by: Manager, Development & Portfolio Planning Nick Simos					Oct. 3, 2017		Nick Simos				
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali					Oct. 5, 2017		Joe Casali				
<input checked="" type="checkbox"/> Approved by: Joe Casali											
<input type="checkbox"/> Approved by: Chief Corporate Officer 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 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 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.

## **Appendix A**

### **Major Terms and Conditions – Offer to Connect (OTC)**

Contracting Party:	Alectra Utilities Corporation
City Responsibilities:	Preparation of property to meet requirements for electrical connection  Granting of easements, if required, for construction and maintenance of electrical facilities
Indemnification	City agrees to indemnify Alectra Utilities for all loss or damage it incurs due to acts or omissions of the City, or those operating on its behalf, under the OTC
Permits and Licences	City bears all responsibility for permits and licences required to undertake the work
Insurance	City must file with Alectra Utilities certificate of insurance showing coverage of at least \$5 million per occurrence and add Alectra as additional insured under the policy