

**DELEGATED APPROVAL FORM  
DIRECTOR, REAL ESTATE SERVICES  
MANAGER, REAL ESTATE SERVICES**

**TRACKING NO.: 2019-154**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Leila Valenzuela	Division:	Real Estate Services
Date Prepared:	June 26, 2019	Phone No.:	416-392-7174

<b>Purpose</b>	To obtain authority to grant a temporary easement agreement between the City of Toronto, Toronto and Region Conservation Authority (TRCA) and Enbridge Gas Inc. (Enbridge) for a term of two years through portions of 155 to 185 Bayview Avenue for the installation of a new 30-inch natural gas main.
<b>Property</b>	City-owned Property: Don River and rail corridor (185 Bayview Ave.) shown as Parts 6 & 7 on 66R-30534; jointly owned City/TRCA Property: Corktown Commons (155 Bayview Ave), shown as Parts 2 to 5 on 66R-30534; and TRCA owned portion of Corktown Commons, shown as Part 1 on 66R-30534 (collectively the "Easement Lands"), and shown on Appendix "B".
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be given to enter into a Temporary Easement Agreement ("Easement") between the City, TRCA and Enbridge for the Easement Lands, substantially on the terms and conditions set out on page 4, and such other or amended terms and conditions as may be deemed appropriate by the Director of Real Estate Services ("DRE"), and in a form satisfactory to the City Solicitor.</li> <li>2. The DRE or his designate shall administer and manage the Easement, including the provision of any consents, extensions, approvals, waivers, notices, and notice of termination, provided that the DCM may, at any time, refer consideration of such matters to City Council, for its determination and direction.</li> <li>3. 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 any other terms and conditions, on such terms as he/she considers reasonable.</li> <li>4. 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 City will receive \$731,000.00 + HST (\$826,030.00 including HST), which is reflective of the permanent easement value. TRCA will receive fees applicable to its owned and TRCA/City jointly-owned portion of the Easement Area.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>Enbridge will be replacing a segment of 30-inch natural gas main currently located on an aging utility bridge owned by Enbridge that spans the Don River, which does not have easement protection, with a new gas pipeline to be located under portions of Don River, the rail corridor and Corktown Commons, then connecting to Bayview Avenue by way of micro-tunneling eliminating the bridge crossing (the "Project").</p> <p>Enbridge originally requested a permanent easement; however, as portions of the Easement Lands are within Parks and Open Space Areas (POSA) in the Official Plan (OP), the disposal of such (by sale, or easement over 21 years) is prohibited pursuant to Policy Sec. 4.3.8 of the OP. The policy, however, stipulates that City-owned lands within POSA may be exchanged for other nearby land of equivalent or larger area, and comparable or superior green space utility. Alternatively, Enbridge may apply for an Official Plan Amendment (OPA) to permit the grant of permanent easement of this particular portion of POSA designated land without the necessity for land exchange. Similarly, the disposal of publicly-owned parkland designated lands, like those owned by the TRCA, are discouraged. Enbridge advised that it will apply for an OPA or will propose a land exchange for the City to allow a permanent easement.</p> <p>Considering the urgency of the request, Enbridge is now requesting a temporary easement, with the understanding that a permanent easement may not be granted unless a land exchange or an OPA has been granted. As the relocated pipeline will also be located within TRCA-owned lands, as well as lands jointly owned by City and TRCA, a tri-party temporary easement agreement between the City, TRCA and Enbridge has been negotiated and agreed to between the parties.</p> <p>With respect to the Easement Lands that are currently jointly-owned by the City and TRCA, TRCA advised that these lands were to be transferred to the TRCA as per Subdivision Plan 66M-2473 in 2009. City PF&amp;R staff has reviewed and concurred that they should be solely owned by TRCA. While a further review and appropriate correction to the Land Registry Office should be undertaken, PF&amp;R has no objection to the easement fees respecting these lands being directed to TRCA.</p> <p>By DAF 2019-085, a licence agreement has been granted to Enbridge for the use of portions of Corktown Commons as construction staging area for the duration of the work, which commenced on May 13<sup>th</sup>, 2019.</p> <p>PF&amp;R, Waterfront Secretariat, and TRCA have no concerns with providing the proposed temporary easement agreement on the terms and conditions set out on page 4. The revenue of \$731,000.00 is reflective of the permanent easement value. Should Enbridge not secure a permanent easement within the time period of this temporary easement, City and/or TRCA will return any overpayment to Enbridge.</p> <p>Real Estate Services staff consider the major terms and conditions of the Easement contained on page 4 to be fair, reasonable, and reflective of market value.</p>
<b>Terms</b>	See page 4

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate 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 Divisions and Agencies:</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 &amp; Parks &amp; Open Space Areas of Official Plan:</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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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><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 \$1 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.</p> <p><input 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 subject to General Condition (u)).</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/Caution</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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Corporate Services and any related documents.

Consultation with Councillor(s)						
Councillor:	Kristin Wong-Tam			Councillor:	Councillor Fletcher	
Contact Name:	Tristann Downe-Dewdney			Contact Name:	Susan Baker	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo	Other
Comments:	No objections (Jan. 25/19)			Comments:	No objections (06/26/2019)	
Consultation with Divisions and/or Agencies						
Division:	Parks, Forestry & Recreation / Waterfront Secretariat			Division:	Financial Planning	
Contact Name:	Terence Liu / Jennifer Thorp/Michael Noble			Contact Name:	Lauren Birch	
Comments:	No objections (06/25/2019)			Comments:	No concerns (06/25/2019)	
Legal Division Contact						
Contact Name:	David Eveline (06/25/2019)					

DAF Tracking No.: 2019-154	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter	June 27, 2019	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	July 2, 2019	Signed by Nick Simos

#### 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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

## APPENDIX A

## Temporary Easement - Major Terms and Conditions

<b>Grantors:</b>	City of Toronto (City) and Toronto and Region Conservation Authority (TRCA)
<b>Grantee:</b>	Enbridge Gas Inc.
<b>Easement Lands:</b>	<p>City-owned lands: 185 Bayview Avenue – Rail corridor and Don River Described as Parts 6 &amp; 7 on 66R-30534 comprising a total area of 181.1 m<sup>2</sup></p> <p>TRCA-owned lands: 155 Bayview Avenue – Corktown Commons Described as Part 1 on 66R-30534 comprising a total area of 101.6 m<sup>2</sup></p> <p>Joint City (PF&amp;R) &amp; TRCA owned lands: 155 Bayview Avenue – Corktown Commons Described as Parts 2 to 5 on 66R-30534 comprising a total area of 116.9 m<sup>2</sup></p>
<b>Term:</b>	2 years from execution of the agreement
<b>Extension Option:</b>	1 year
<b>Easement Fee:</b>	<p>City-owned portion: ** \$731,000 + HST **</p> <p>TRCA-owned portion: applicable fees to be paid to TRCA</p> <p>Joint City &amp; TRCA-owned portions: applicable fees to be paid to TRCA</p> <p>** Easement fee represents full payment for a permanent easement or an easement of a term of 21 years ***</p>
<b>Purpose:</b>	A non-exclusive surface and subsurface easement on Parts 1 and 2 on 66R-30534 and a non-exclusive subsurface easement on Parts 3 through 7 on 66R-30534 for the purpose of enabling the Grantee to survey, lay, construct, install, operate, use, inspect, repair and maintain a pipeline and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment (collectively referred to as the "Works")
<b>Insurance:</b>	<p>Enbridge shall obtain and maintain:</p> <ul style="list-style-type: none"> <li>- Comprehensive General Liability, in the amount of not less \$5,000,000.00 per occurrence</li> <li>- City &amp; TRCA should be added as additional insured</li> </ul>
<b>Indemnification:</b>	Enbridge covenants to indemnify and save harmless the City & TRCA from any and all losses, damage, and injury (including property damage, personal injury, bodily injury and death), either directly or indirectly arising from the Licensee's occupation of the Licensed Area.
<b>Other:</b>	<p>Official Plan Provision: Enbridge shall submit an Official Plan Amendment (OPA) to allow for the disposal of parkland designated portions within six (6) months from execution of this agreement.</p> <ul style="list-style-type: none"> <li>• If OPA has been granted or the City determined that an OPA is no longer required to allow the grant of permanent easement, the City will complete its disposal process to declare the City portion of the Easement Lands surplus, the Term shall be extended for a further 1 year period, if needed, and Enbridge shall be entitled to obtain a permanent easement at no additional easement fee.</li> <li>• If OPA has not been granted within the initial and extended term, the Grantors will use its best commercial efforts to enter into a non-exclusive easement in respect of the Easement Lands on terms consistent with this temporary easement for a period not exceeding 21 years.</li> </ul> <p>Upon the expiration of the term, and in the event that Enbridge: (i) is not entitled to receive a permanent easement; or (ii) not entitled to receive a 21-year term easement; or (iii) has not requested a new easement or agreement from the Grantors for the continued use of the Easement Lands, then:</p> <ul style="list-style-type: none"> <li>• Enbridge shall abandon in place the Works from the Easement Lands in accordance with its existing procedures at its sole cost and expense within a reasonable time;</li> <li>• Enbridge shall restore the Easement Lands (except to the extent not possible due to the abandonment in place of the Works) to the satisfaction of the TRCA and the City's General Manager, Parks, Forestry &amp; Recreation each acting reasonably; and</li> <li>• City and/or TRCA will return any overpayment with respect to the full payment made for the permanent easement to Enbridge.</li> </ul>
<b>TRCA Lands terms:</b>	Enbridge & TRCA to enter into an Omnibus Agreement (OA) which shall be executed contemporaneously with the delivery of this Easement agreement. The omnibus agreement, amongst other things, provides that Enbridge agrees to the permit obligations set out in the agreement and to remove the Enbridge Don Valley Utility Bridge in accordance with the provisions as set out in the OA.

APPENDIX 'B'  
LOCATION MAP/SKETCH







REFERENCE PLAN 66R-30534

