

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

TRACKING NO.: 2020-139

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Bruno Iozzo	Division:	Corporate Real Estate Management
Date Prepared:	June 5, 2020	Phone No.:	(416) 392-8151

Purpose	To obtain authority for the City of Toronto (the "City") to enter into an Easement Transfer Agreement (the "ETA") with Fairbank Gospel Hall (the "Transferor") to acquire a permanent and a temporary easement (the "Easements") on a portion of the Transferor's lands to facilitate the construction of the Fairbank-Silverthorn Storm Trunk Sewer System (the "Project"). The Project is part of the City's Basement Flooding Protection Program and will help reduce the risk of future basement flooding in the area.
Property	A portion of the lands municipally known as 119 Ennerdale Road, legally described as Lot 446 on Plan 1442, Twp of York, S/T CY400473, Toronto (York), City of Toronto [portion of PIN 10478-0035 (LT)], displayed on the location maps attached hereto as Appendix "A" and on the easement plans attached hereto as Appendix "B".
Actions	1. Authority be granted to enter into the ETA with the Transferor to acquire the Easements, substantially on the terms and conditions set out below, and any other or amended terms and conditions as determined by the Director of Real Estate Services, in a form acceptable to the City Solicitor.
Financial Impact	<p>The following costs will be incurred by the City in connection with the ETA:</p> <ol style="list-style-type: none"> 1. Permanent Easement – \$11,315.00 (plus applicable taxes) 2. Temporary Easement – \$20,062.00 (plus applicable taxes) 3. Temporary Easement Extension (if exercised by the City) – \$10,020.00 (maximum, plus applicable taxes) 4. Qualified Legal Expense Reimbursement – \$2,077.31 (plus applicable taxes) 5. Land Transfer Taxes - \$217.37 (maximum, if Temporary Easement Extension is exercised by the City) 6. Registration Costs - \$77.31 <p>Funding for these costs totaling \$43,768.99 (plus applicable taxes) or \$44,534.14 (net of HST recoveries, where applicable) is available in the 2020-2029 Council Approved Capital Budget and Plan for Toronto Water under capital project account CWW421-11.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The construction of a new storm trunk sewer system in the Fairbank and Silverthorn neighbourhoods of Toronto (south of Eglinton Avenue West, between Dufferin Street and Black Creek Drive) was recommended by the Investigation of Chronic Basement Flooding-Study Area 3 Environmental Assessment completed in 2010. The Project is part of the City's Basement Flooding Protection Program to help reduce the risk of future basement flooding in problematic areas within the City. The majority of the new Project will be constructed on lands owned by the City. Easements are required with certain property owners to accommodate the large size of the proposed new sewer system (approximately 4.5 meters in diameter).</p> <p>Given the urgency and time sensitivity of the Project, City Council adopted Item GL7.12 on October 2, 2019 to initiate expropriation proceedings with the impacted property owners to secure the required easement rights and maintain the Project timelines. City staff have continued to negotiate with the impacted property owners in an effort to secure the required easement rights through a negotiated agreement, avoiding expropriation if possible.</p> <p>A permanent easement on a portion of the Property (displayed as Part 1 on the Permanent Easement Plan attached hereto in Appendix "B") is required to construct a small portion of the new sewer below-grade. A temporary easement on a different portion of the Property (displayed as the crossed-hatched area on the Temporary Easement Plan attached hereto in Appendix "B") is required for construction staging and storing of materials related to the Project.</p> <p>Staff have communicated the need for the Easements with the Transferor and have successfully negotiated the terms ETA to proceed with the Project. Staff deem the terms of the ETA to be fair and reasonable to both parties.</p>
Terms	Please see Appendix "C".

Property Details	Ward:	9 – Davenport
	Assessment Roll No.:	19 14 041 340 012 00
	Approximate Size:	
	Approximate Area:	42 m ² (permanent easement) + 251 m ² (temporary easement)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	<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 \$50,000.	<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.	<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.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to more senior positions.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		<input type="checkbox"/> (b) Releases/Discharges
		<input type="checkbox"/> (c) Surrenders/Abandonments
		<input type="checkbox"/> (d) Enforcements/Terminations
		<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates
		<input type="checkbox"/> (f) Objections/Waivers/Caution
		<input type="checkbox"/> (g) Notices of Lease and Sublease
		<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"/> (j) Documentation relating to Land Titles applications
		<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

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 the Deputy City Manager, Corporate Services and any related documents.

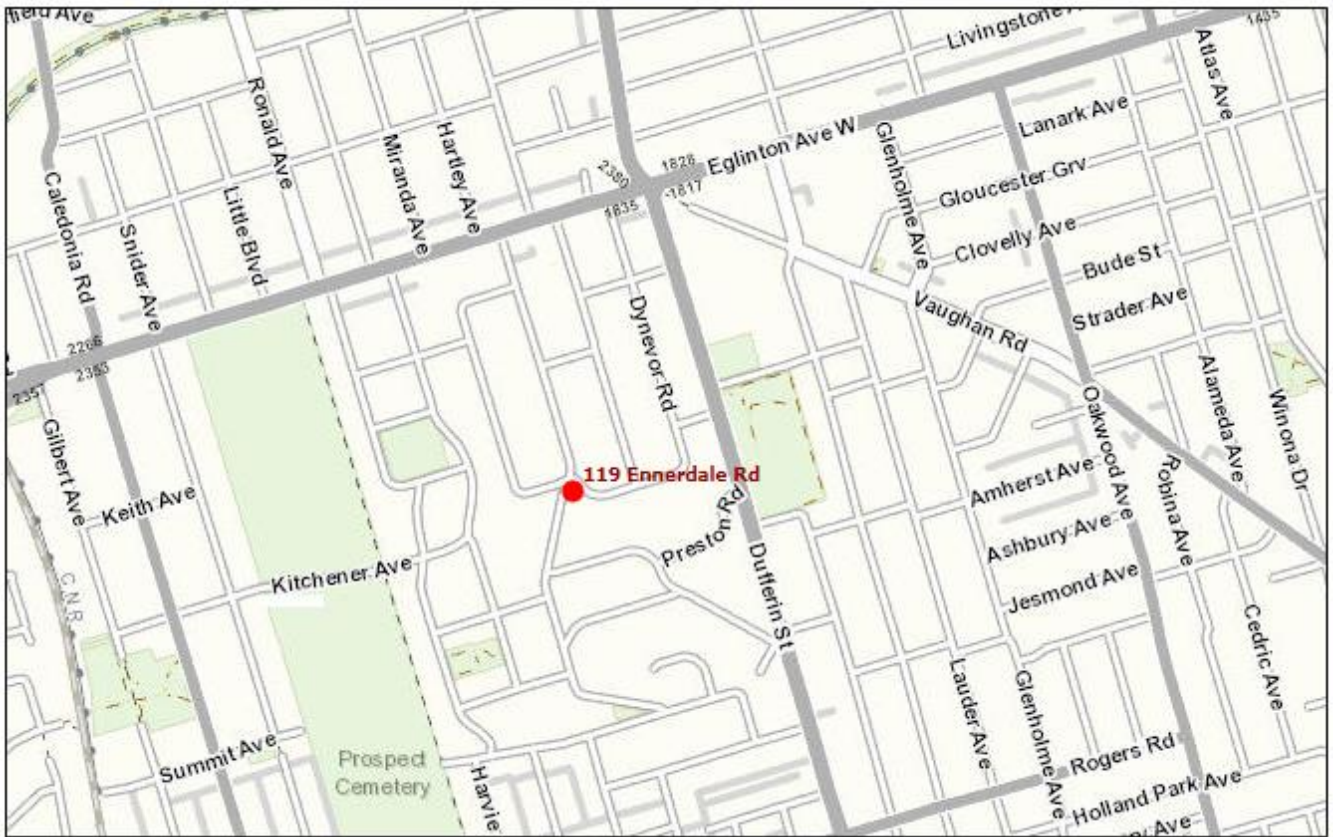
Consultation with Councillor(s)									
Councillor:	Ana Bailão				Councillor:				
Contact Name:	Michael Giles – Chief of Staff				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	No objections (May/28/2020)				Comments:				
Consultation with Divisions and/or Agencies									
Division:	Engineering and Construction Services				Division:	Financial Planning			
Contact Name:	Bashir Ahmed				Contact Name:	Filisha Jenkins			
Comments:	Revisions included (May/27/2020)				Comments:	Revisions included (May/29/2020)			
Legal Division Contact									
Contact Name:	Vanessa Bacher (May/29/2020)								

DAF Tracking No.: 2020-139	Date	Signature
Concurred with by: Acting Manager, Real Estate Services Melanie Hale-Carter	June 8, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	July 7, 2020	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		

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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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 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" – Location Maps



Appendix "C" –Terms

Transferor – Fairbank Gospel Hall

Property Rights Transferred – Permanent and Temporary Easements

Temporary Easement Term – Twelve (12) months commencing on 30 days written notice from the City to the Transferor

Option to extend Temporary Easement Term – Maximum period of six (6) additional months

Permanent Easement Purchase Price – \$11,315.00

Temporary Easement Purchase Price – \$20,062.00 (plus an option to extend at a rate of \$1,670.00 per month for a maximum of six months, totaling \$10,020.00)

Qualified Legal Expense Reimbursement – Maximum of \$2,077.31 plus applicable taxes

Permanent Easement – For the construction and operation of a storm sewer within the permanent easement lands (stratified below-grade easement)

Temporary Easement – For the construction, installation, erection, operation, use, maintenance, inspection, alteration, removal, replacement, reconstruction, repair, enlargement, expansion and reconstruction, staging and storing of equipment related to the trunk sewer, together with the right of ingress and egress for City's servants, agents, contractors, vehicles, supplies and equipment, for all purposes necessary for the construction of the trunk sewer

Irrevocable date – 90 Days after execution by the owners

Closing date – 60 to 90 days following the City's execution of the Agreement

Restrictions – The City will limit the Temporary Works during regularly-scheduled weekly church services at the Fairbank Gospel Hall on Sundays, and on Wednesday and Thursday evenings after 7:00 pm, except in cases of emergency and except as expressly permitted by the Transferor.