

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

TRACKING NO.: 2020-267

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Irina Fofanova	Division:	Corporate Real Estate Management										
Date Prepared:	October 28, 2020	Phone No.:	416-397-0806										
Purpose	To obtain authority to acquire a non-exclusive permanent easement in gross (the "Easement") from her Majesty the Queen in right of Ontario (the "Transferor") over a portion of the Transferor's property for the purposes of constructing and maintaining a 530mm to 920mm storm sewer and a fire hydrant with associated piping and for the installation of improvements, appurtenances or accessories thereto (the "Works").												
Property	Part of Kipling Station lands – Part of Lots 20, 21, 28, 29, 33, 34, 35, 36 and Part of Windsor Avenue on Registered Plan 2561, designated as Parts 9, 11, 12, 14, 15, 23, 24, 25, 26, 27, 28, 29 and 30 on Plan 66R-30966, City of Toronto (the "Easement Lands") as shown on attached Appendices "B" and "C".												
Actions	1. Authority be granted for the City to acquire the Easement from the Transferor over the Easement Lands, substantially on the terms and conditions set out in Appendix "A", including such other or amended terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.												
Financial Impact	<p>The Transferor agreed to convey the Easement to the City for \$224,700.00 plus applicable taxes. Metrolinx agreed to pay these costs together with land transfer taxes and registration costs, resulting in no cost to the City.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>												
Comments	<p>As authorized by 2016.GM13.2, Metrolinx, the City, the Toronto Transit Commission and the City of Mississauga entered into a binding Memorandum of Understanding for the Kipling Station Redevelopment (the "Project").</p> <p>As part of the Project, Metrolinx has agreed to perform certain works resulting from the closing of Subway Crescent. Such works include but are not limited to, the removal of an existing storm sewer and the construction and installation of a replacement storm sewer partly within the Transferor's lands.</p> <p>Construction of the replacement storm sewer has been completed. In order to operate and maintain the replacement storm sewer, it is necessary to secure easement rights from the Transferor.</p>												
Terms	Please see Appendix "A" located on page 4.												
Property Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Ward:</td> <td>3 – Etobicoke - Lakeshore</td> </tr> <tr> <td>Assessment Roll No.:</td> <td>N/A</td> </tr> <tr> <td>Approximate Size:</td> <td>as shown on attached Plan 66R-30966</td> </tr> <tr> <td>Approximate Area:</td> <td>867.61 m²</td> </tr> <tr> <td>Other Information:</td> <td></td> </tr> </table>			Ward:	3 – Etobicoke - Lakeshore	Assessment Roll No.:	N/A	Approximate Size:	as shown on attached Plan 66R-30966	Approximate Area:	867.61 m ²	Other Information:	
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Other Information:													

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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:</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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 roads, 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 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/Estoppel 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. 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 each position 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.

Pre-Condition to Approval

☒ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	Mark Grimes	Councillor:	
Contact Name:	Kim Edgar - October 7, 2020	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Water	Division:	Financial Planning
Contact Name:	Michael Jacobs – October 26, 2020	Contact Name:	Patricia Libardo – October 8, 2020
Comments:	Agreed with information provided	Comments:	Comments incorporated

Legal Services Division Contact

Contact Name: Emily Ng – October 23, 2020

DAF Tracking No.: 2020- 267	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Melanie Hale-Carter	October 30, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	November 3, 2020	Signed by Alison Folosea

Appendix "A" – Major Terms

Transferor

Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Transferor.

Transferee

The City of Toronto

Easement Lands

Certain lands located in the City of Toronto, described as Part of Lots 20, 21, 28, 29, 33, 34, 35, 36 and Part of Windsor Avenue on Registered Plan 2561, designated as Parts 9, 11, 12, 14, 15, 23, 24, 25, 26, 27, 28, 29 and 30 on Plan 66R-30966.

Easement Consideration

\$224,700.00 plus applicable taxes. Metrolinx agreed to pay these costs together with land transfer taxes and registration costs.

Purpose of Easement

To permit constructing, installing, operating, maintaining, inspecting, removing, replacing and reconstructing a 530mm to 920mm storm sewer under Easement Lands and for the installation of improvements, appurtenances or accessories thereto.

Priority of Third Party Rights

The Transferee acknowledges that its right, interest and easement as granted hereby is subject and subordinate to the right of Hydro One Networks Inc. pursuant to the Electricity Act (Ontario).

Transferee Assumption of Liability and Release of Transferor and Hydro One Networks Inc.:

The Transferee shall assume all liability and obligation for any and all loss, damage, or injury (including death) to persons or property that would not have happened but for this Grant of Easement or anything done or maintained by the Transferee thereunder or intended so to be, and the Transferee shall at all times indemnify and save harmless the Transferor and Hydro One Networks Inc., and their successors, from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith.

Restoration

The Transferee shall be liable for physical and tangible damage done to the Easement Lands and/or the Transferor's adjoining lands, it shall remove all debris from the Easement lands and/or the Transferor's adjoining lands and repair and replace such damage and restore the Easement Lands and/or the Transferor's adjoining lands to the satisfaction of the Transferor and Hydro One Networks Inc., at no expense to the Transferor.

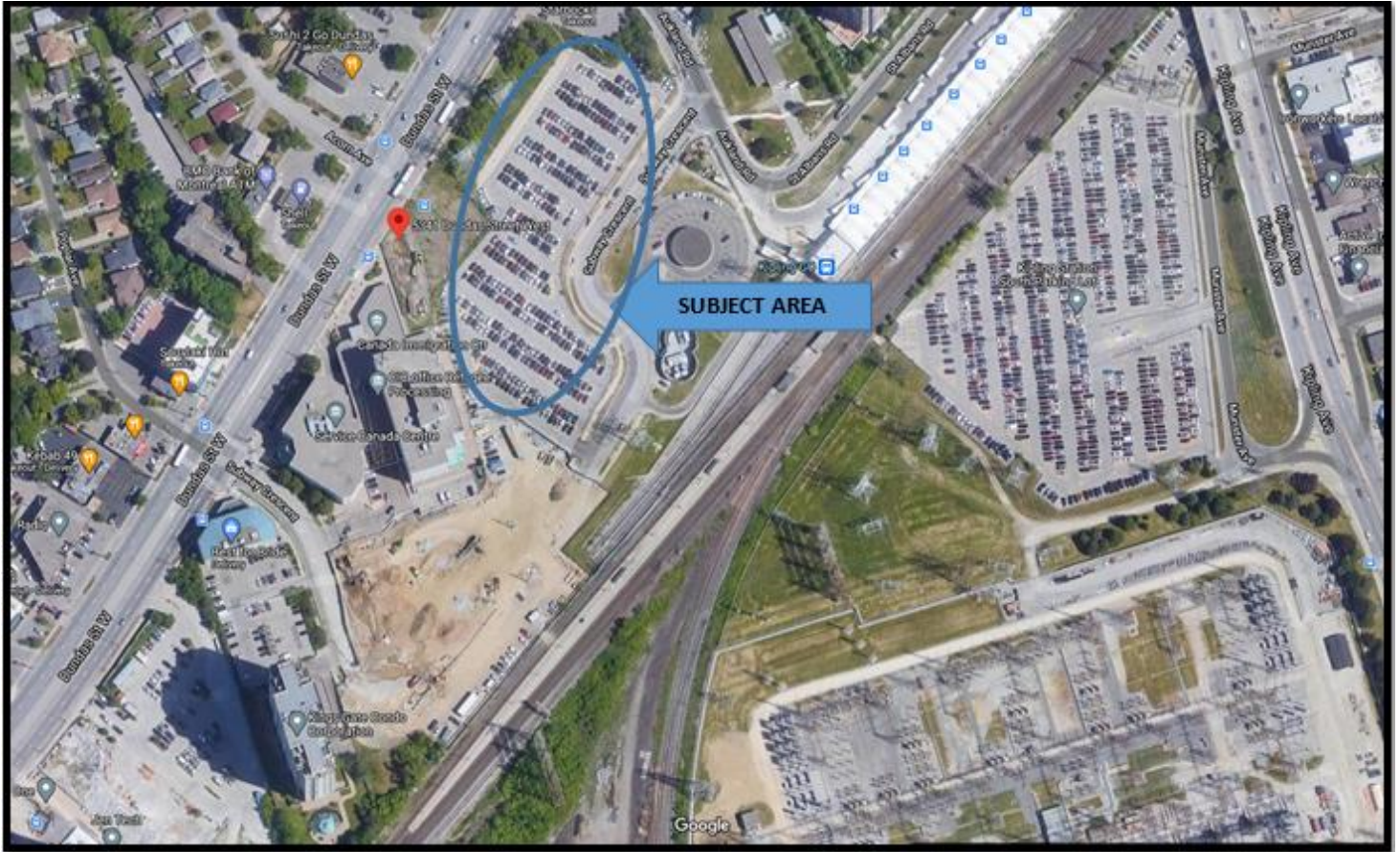
Transferee Notice to Transferor Prior to Commencing Any Work:

The Transferee shall, except in case of emergency, before commencing any work authorized by this Grant of Easement, give to the Transferor forty-eight (48) hours prior written notice, and in cases of emergency such prior notice as is reasonably possible.

Right to Terminate this Grant by the Transferor:

The Transferor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least nine (9) months prior written notice to the Transferee, to terminate this Grant of Easement, if the Transferee, its permitted uses, works, installations, equipment, improvements, property and Permittees in any way interfere with, obstruct, limit or impede the right of Hydro One Networks Inc. to use the Easement lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Electricity Act (Ontario) without any claim by or compensation for the Transferee.

Appendix "B" – Location Map



Appendix "C" – Reference Plan 66R-30966 (Partial Copy)

