

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

TRACKING NO.: 2024-195
With Confidential Attachment

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

| | | | |
|-------------------------|--|------------------------------|----------------------------------|
| Prepared By: | Patricia Palmieri | Division: | Corporate Real Estate Management |
| Date Prepared: | July 30, 2024 | Phone No.: | 416-618-2751 |
| Purpose | To obtain authority to enter into a Section 24 Agreement to acquire a temporary easement over a portion of the property municipally known as 21 Old Mill Road, Toronto from OMT Lands Inc. (the "Owner"), for the purpose to constructing new elevators at Old Mill Station for the Toronto Transit Commission (TTC) Easier Access Phase III Program (the "Project"). | | |
| Property | A temporary easement interest in a portion of the property municipally known as 21 Old Mill Road, Toronto, legally described in Appendix "B", designated as Part 2 on Reference Plan 66R-29006, being part of PIN 07498-0238 (LT), (the "Easement Lands") as shown in Appendices "C" and "D". | | |
| Actions | <ol style="list-style-type: none"> Authority be granted to enter into a Section 24 Agreement (the "Agreement") substantially on the major terms and conditions set out in Appendix "A" and in the Confidential Attachment, 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. The Confidential Attachment to remain confidential until there has been a final determination of all property transactions and claims for compensation relative to the Project, and only released publicly thereafter in consultation with the City Solicitor. | | |
| Financial Impact | <p>Funding for the compensation, as set out in the Confidential Attachment, has been referred to the City's annual budget process and has been included in the 2024-2033 Capital Budget and Plan Submission for the TTC under capital account CTT028-1 Easier Access – Phase 2 for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information associated with this program for review as part of the 2024 budget process.</p> | | |
| Comments | <p>As part of the Project, the TTC is proposing to construct elevators at Old Mill Subway Station on Line 2 providing accessibility to and from each of the eastbound and westbound platforms to the concourse level.</p> <p>On May 22, 2024, City Council adopted Item GL 12.17 authorizing the acquisition and or expropriation of the Easement Lands for the Project. Notices of Application to Expropriate the Easement Lands were served on all registered owners and published in the newspaper. Real Estate Staff have negotiated an Agreement with the Owner in accordance with section 24 of the <i>Expropriations Act</i> in order to avoid the necessity of formal expropriation proceedings. TTC staff have reviewed the terms and conditions of the Agreement and concur with proceeding.</p> <p>The terms of the Agreement are reasonable and avoids additional expenses, payable by the City, associated with formal expropriation proceedings.</p> | | |
| Terms | See Appendix "A" | | |
| Property Details | Ward: | Ward 3 – Etobicoke-Lakeshore | |
| | Assessment Roll No.: | n/a | |
| | Approximate Size: | Irregular | |
| | Approximate Area: | Irregular | |
| | Other Information: | n/a | |

| 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 checked="" 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 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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: | Councillor Amber Morley | Councillor: | |
| Contact Name: | Lisa Brody Hoffman | Contact Name: | |
| Contacted by: | Phone <input type="checkbox"/> X <input 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: | Consulted | Comments: | |

Consultation with Divisions and/or Agencies

| | | | |
|---------------|---------------|---------------|---------------------------|
| Division: | TTC | Division: | Financial Planning |
| Contact Name: | Dan Spalvieri | Contact Name: | Ciro Tarantino |
| Comments: | Concurs | Comments: | Concurs |

Legal Services Division Contact

Contact Name: Dale Mellor

| DAF Tracking No.: 2024-195 | Date | Signature |
|--|----------------|----------------------------------|
| Concurred with by: Manager, Real Estate Services Niall Robertson | August 6, 2024 | Signed by Niall Robertson |
| <input type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown | August 2, 2024 | Signed by Vinette Prescott-Brown |
| <input checked="" type="checkbox"/> Approved by: | | |
| <input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | | X |

Appendix "A"

Major Terms of the Agreement

Term:

Two (2) year term with three one (1) year options to renew.

Use/Purpose:

The right of ingress and egress to and from the public right of way known as Old Mill Trail to the adjacent Lands of the City, municipally known as Old Mill Subway Station as may be reasonably required for purposes ancillary to the City and/or TTC constructing, installing, erecting, operating, using, maintaining, inspecting, altering, removing, replacing, reconstructing, repairing, enlarging, expanding and reconstructing below grade subsurface transit and/or other municipal system(s) structures and facilities on the said Old Mill Subway Station lands for the City and/or the TTC, and their respective agents, consultants, contractors, employees, invitees, servants and customers with vehicles, equipment, machinery and supplies from time to time.

City's Key Covenants:

- City agrees that in exercising its rights under this Agreement, they shall act in a prudent, expeditious and reasonable manner so as to minimize, to the extent reasonably possible, the interference with the Owner's continued use and enjoyment of the Easement Lands.
- The City will not block access to the Owner's or other users of the Easement Lands, nor will the City permit anyone involved in the construction to park any vehicles, or permit any vehicles to idle on the Easement Lands.
- Upon completion of the construction, the City shall remove all chattels and equipment belonging to the City and restore the Easement Lands to the condition existing immediately prior to the construction or as near as is reasonably possible in the circumstances.
- The City shall provide the Owner with 30 days' written notice prior to entering onto the Easement Lands to commence the construction.

Owner's Key Covenants:

- That it will not cause an obstruction on the Easement Lands during the temporary easement term.
- That this Agreement shall be registered against the Owner's lands at the sole cost of the City.
- The Owner shall not, by its own act or by that of its servants, agents or invitees, permit anything, person or circumstance to derogate from or interfere with the Easement Lands granted herein.

Indemnity:

City shall indemnify and save harmless the Owner from any and all claims, demands, losses, costs, charges, Actions or other proceedings under the *Construction Act* of Ontario in connection with the construction.

Releases:

On Closing the Owner shall provide to the City a release of any claims that may arise under the *Expropriations Act*, from both the Owner itself and from its mortgagee Buduchnist Credit Union Limited.

Appendix "B"
Property Legal Description

Pt Blk X PI M416 Toronto; Pt Blk B PI M385 Toronto; Pt Lt 6 being Pt of Old Mill Road (closed by by-law 3533 of the Corporation of The Township of Etobicoke as in B298552) range III Kings Mill Reserve Etobicoke; Pt Mossom Rd PI M385 Toronto being Part 1, 66R29006; Pt Blk X, Plan M416 being part 2, 66R29006; t/w Pt 2, R31 as in IT340133 ; s/t easement Pt 2, 66R29006 as in E415234; t/w easement as in AT411524; together with an easement over Pt Blk C PI M385 designated as Pts 1 and 2, 66R26892 as in AT3474040; together with an easement over Pt Blk C PI M385 designated as Pts 3 and 4, 66R26892 as in AT3474044; together with an easement as in E415232; City of Toronto; being all of PIN: 07498-0238 (LT) in the Land Registry Office of Toronto (No. 66) in Land Titles Division.

Appendix “C”
Location Map



