

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-088

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

Prepared By:	Miles Argue	Division:	Corporate Real Estate Management
Date Prepared:	April 9, 2024	Phone No.:	416-397-7522
<b>Purpose</b>	To obtain authority to grant a permanent easement over the property described below to Enbridge Gas Inc. (the "Transferee"), for the purpose of construction, operation and maintenance of a station box providing natural gas service to the abutting Metrolinx rail corridor.		
<b>Property</b>	A permanent easement interest over the land lying east of 255 Village Green Square, being part of Block 9, Plan 66M2460, more particularly described as Parts 1-2 on Plan 66R-32335 (the "Easement Lands").		
<b>Actions</b>	1. Authority be granted to enter into an agreement with the Transferee (the "Agreement") for the grant of the Easement to the Transferee, for the sum of \$45,000 (plus HST), substantially on the major terms and conditions set out in Appendix "A" and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
<b>Financial Impact</b>	<p>The City will receive revenue in the amount of \$45,000.00 (exclusive of HST and other applicable taxes, less closing costs and usual adjustments. The proceeds will be contributed to the Land Acquisition Reserve Fund (XR1012) on closing of the transaction.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The Easement was declared surplus on April 30, 2024 (DAF No. 2024-083) with the intended manner of disposal to be by way of an easement to the Transferee. All steps necessary to comply with the City's real estate disposal process as set out in Chapter 213 of the City of Toronto Municipal Code have been complied with.</p> <p>The City is the owner of Block 9 on Plan 66M2460 (the "City-owned Parcel"). Enbridge Gas Inc. approached the City of Toronto, seeking a permanent easement over a portion of the City-owned Parcel, being the Easement Lands, for the construction and operation of a station box providing natural gas service to the abutting Metrolinx rail corridor.</p> <p>The terms and conditions of the easement are considered fair, reasonable and reflective of market value, and it is recommended for acceptance substantially on the major terms and conditions set out in Appendix "A".</p>		
<b>Terms</b>	See Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	22 – Scarborough-Agincourt	
	<b>Assessment Roll No.:</b>	1901111180024800000	
	<b>Approximate Size:</b>	3 m x 52 m ± (9.75 ft x 170 ft ±)	
	<b>Approximate Area:</b>	48.3 m <sup>2</sup> ± (520 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

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 &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><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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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 more senior positions.</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 checked="" type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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"/> (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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</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 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:	Nick Mantas	Councillor:	
Contact Name:	No Objections	Contact Name:	
Contacted by:	Phone <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:		Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Transit Commission	Division:	<b>Financial Planning/Insurance and Risk Management</b>
Contact Name:	David Cooper	Contact Name:	Ciro Tarantino/Mina Baraske
Comments:	Comments incorporated	Comments:	Comments incorporated

**Legal Services Division Contact**

Contact Name: Vanessa Bacher, solicitor

DAF Tracking No.: 2024-088	Date	Signature
Concurred with by: Manager, Real Estate Services <b>Vinette Prescott-Brown</b>	May 5, 2024	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services <b>Niall Robertson</b>	May 6, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

## APPENDIX "A"

## Major Terms and Conditions

Property:	PIN 06164-0477 (LT) being Block 9 on Plan 66M-2460, City of Toronto (the "Property")
Easement Lands:	That part of the Property legally described as Part of Block 9 on Plan 66M-2460 and more particularly described as: Parts 1 and 2 on 66R-32335.
Purpose:	<p>The Easement Lands measure 48.3 square meters in area with a frontage of 3 meters lying north of north-west limit of Village Green Square and abutting the Metrolinx corridor to east.</p> <p>A permanent easement in, over, upon, under and/or through the Easement Lands, subject to pre-existing encumbrances, to survey, lay, construct, install, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain the Equipment (the "Easement").</p>
Equipment	Pipelines, piping, meters, attachments, appurtenances, apparatus, appliances, markers, fixtures, works and other equipment constructed or to be constructed by Enbridge in, on and/or under the Easement Lands.
Transferee Covenants:	<p>The Transferee shall:</p> <p>not interfere with the existing sanitary trunk sewer, providing pre- and post-excavation CCTV inspection reports</p> <p>carry out or cause to be carried out a pre- and post- installation CCTV reports, evidencing that work has not negatively impacted the City's existing sewer infrastructure</p> <p>not sell its fee simple interest in the Dominant Lands, unless the transferee obligates the purchaser of the Dominant Lands to enter into an assumption agreement requiring the purchaser to be bound by the terms of the Easement</p> <p>acknowledge that the TTC plans to operate a bus turn-around loop adjacent to the Easement Lands and acknowledge that permission to use the bus-loop area for temporary parking is unlikely to be permitted for more than 1 day per quarter</p> <p>acknowledge that no permission to park will be permitted that interferes with TTC operations</p> <p>have the right at any time and from time to time to remove any boulder or rock and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation that interferes with the Equipment</p> <p>comply with all applicable law</p> <p>after the construction of the Equipment or other exercise of its rights hereunder, remove all surplus sub-soil and debris from the Easement Lands and restore them to their original condition so far as is reasonably practicable</p> <p>Indemnify and save harmless the City of Toronto</p> <p>Maintain CGL Insurance not less than \$5M per occurrence; with the alternate right to self insure; any such self-insurance to be consistent with the coverage required in the Agreement</p>