

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-112

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (Confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Daran Somas	Division:	Real Estate Services
Date Prepared:	May 2, 2017	Phone No.:	(416) 397-7671

Purpose	To obtain authority to enter into a temporary use and access licence agreement (the "Licence Agreement") with Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure (the "Licensor") together with a letter setting out additional terms and conditions (the "Letter") with Hydro One Networks Inc. ("Hydro"), that will allow an electromagnetic study, archeological assessment, ecological assessment, and an arborist inventory study along the Finch Hydro Corridor from Pharmacy Avenue to Birchmount Road.
Property	Such part of the Finch Hydro Corridor from Pharmacy Avenue to Brichmount Road as shown on Schedule "A" (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the Licence Agreement and Letter which shall be substantially on the terms and conditions set out herein, and any such other or amended terms and conditions deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor; 2. The Chief Corporate Officer or her designate shall administer and manage the Licence Agreement and Letter including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council ("Council") for its determination and direction; and 3. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City will pay a one-time licence fee of \$1,500.00 (plus HST) or \$1,526.40 (net of HST recovery) to the Licensor relating to the occupation of the Property for the period April 1, 2017 to March 31, 2018. The City will also provide Hydro with a security deposit of \$10,000.00 as security against the City's obligations under the Licence Agreement. This deposit will be returned on completion of the term provided that the Property is restored to the Licensor's satisfaction. Funding is available in the 2017-2026 Approved Capital Budget & Plan for Transportation Services under the Bike Plan Trails capital account (CTP816-51).</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agree with the financial impact information.</p>
Comments	<p>The City requires access to the Property to construct a multi-use pathway located on the Finch Hydro Corridor. On August 25, 26 and 27, 2010, by way of Report GM33.6, Council authorized the Master Licence Agreement (the "MLA") which permits certain pieces of Hydro-owned lands to be used by the City for recreational purposes, subject to certain conditions. The Property was not included in the MLA. Pending an amendment to the MLA, the parties have agreed to enter into the Licence Agreement that will permit the construction and short term use of the Property. The Licence Agreement will enable environmental testing for the eventual construction of the multi-use trail in the Finch Hydro Corridor, with the Property being added to the MLA on completion of the construction.</p> <p>On June 6, 7 and 8, 2012, by way of Report PW15.2, Council adopted the multi-year Bikeway Trails Implementation Plan for the implementation, coordination and construction of the trail paths. The report also authorized, where appropriate, the Toronto Region Conservation Authority, to undertake and manage any Environmental Assessment Studies required for any new trail connections.</p>
Terms	Please see page 4.

Property Details	Ward:	39 – Scarborough-Agincourt
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<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):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation 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.
12. Easements (City as Grantee):	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
14. Miscellaneous:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	Delegated to a less senior position.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;
		<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him or her.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:		Jim Karygiannis				Councillor:				
Contact Name:		Nikolaos Mantas				Contact Name:				
Contacted by:		Phone		E-Mail		Memo		Other		
Comments:		Consent				Comments:				
Consultation with ABCDs										
Division:		Transportation Services				Division:		Financial Planning		
Contact Name:		Jacquelyn Hayward Gulati				Contact Name:		Ron Budhu/George Barrett		
Comments:		Consent				Comments:		Consent		
Legal Division Contact										
Contact Name:		Dale Mellor, Legal Services								
DAF Tracking No.: 2017 - 112					Date		Signature			
Recommended by: Manager, Wayne Duong					May/4/2017		Sgd.\ Wayne Duong			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali				May/8/2017		Sgd.\ Joe Casali			
<input checked="" type="checkbox"/>	Approved by:									
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli						X			

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Major Terms and Agreements of Hydro Finch Corridor (Pharmacy to Birchmount)

- Licensor: Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure.
- Term: Twelve (12) Months to commence on April 1, 2017 and conclude on March 31, 2018.
- Insurance: Liability insurance in the amount of \$5,000,000.00.
- Use: To conduct electromagnetic, study, archeological assessment, ecological assessment and an arborist Inventory study.
- Indemnity: The City will indemnify the Licensor against and will release the Licensor from any claims (including environmental) arising from the Agreement. This is a stringent indemnity in the Licensor's favor, and has been authorized by Report GM 20.8 adopted by Council on April 3 and 4, 2013.
- Environmental: The Licensee shall only allow environmental contaminants in or on the Property if required for the Licensee's use, and only if the Licensee strictly complies with all environmental laws.

Site Specific Conditions:

- Must comply with safety and clearance regulations as stated by Occupational health and Safety Act (OHSa);
- Minimum working distance of 4.6m (15ft) from the conducts must be maintained at all times;
- The City must contact and obtain written permission from the appropriate Pipeline company and any other licence Holders for the proposed use prior to construction;
- No work can take place within 30m of a pipeline without their review and approval;
- Any changes in grade must be approved;
- Access to or along the right of way must not be impeded;
- The construction area must be defined by the installation of a temporary fencing;
- The City must have signage on the corridor clearly indicating the overhead dangers that exist;
- Garbage bin are not to be stored on right of way lands;
- Hydro one is not responsible for any damages or injuries as a result of falling ice or any mechanical breakdown of structures on-site;
- Excavation less than 10m to 5m must be hand dug or the utilization of Hydro-Vac; and
- The City must contact Hydro One once work is complete and site has been restored for a post site inspection prior to the termination date in the licence in order to have the security deposit returned.

Schedule "A"
Site Location Map



Schedule "C"
Proposed Work



