

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

TRACKING NO.: 2016-098

- 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 (City Council 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 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
- 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: | Susan Lin | Division: | Real Estate Services |
| Date Prepared: | May 2, 2016 | Phone No.: | 392-4135 |

| | |
|-------------------------|--|
| Purpose | To obtain authority to grant a temporary licence (the "Licence") for a term of seventy-five (75) years through a portion of Eglinton Avenue West and Renforth Drive, to Metrolinx for the purpose of constructing grade separations underneath Renforth Drive and Eglinton Avenue West as part of the Renforth Gateway Bus Rapid Transit (BRT) Project (the "Project"). |
| Property | Two parcels of land: <ol style="list-style-type: none"> 1) Below grade strata portions of the public highway known as Renforth Drive, described as being part of PIN 07424-0041, shown as Part 1 on Plan 66R-28106; and 2) Below grade strata portion of the public highway known as Eglinton Avenue West, described as being part of PIN 07424-0241, shown as Part 1 on Plan 66R-28107; Collectively, the "Licensed Areas" |
| Actions | <ol style="list-style-type: none"> 1. Authority be given to grant a Licence to Metrolinx for a term of seventy-five (75) years substantially on the terms and conditions outlined herein and on such other or amended terms and conditions as may be acceptable to the Chief Corporate Officer and in a form satisfactory to the City Solicitor; and 2. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto. |
| Financial Impact | <p>The City will receive a one-time payment from Metrolinx of \$598,000.00, exclusive of HST, for grant of the Licence.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p> |
| Comments | <p>GO Transit (a division of Metrolinx), in partnership with the City of Mississauga, is designing and constructing an 18 km Transit-way across the City of Mississauga. The Transit-way is a bus rapid transit (BRT) dedicated corridor proposed to run between Winston Churchill Boulevard, in the City of Mississauga, and Renforth Drive, in the City of Toronto, parallel to Highway 403, Eastgate Parkway and Eglinton Avenue West. The City of Mississauga and GO Transit will operate along the Transit-way, which will connect to the TTC at Renforth Station.</p> <p>The Project involves constructing a mobility hub to integrate the Mississauga Transit-way and local bus service, including the TTC, near the intersection of Renforth Drive and Highway 401 in Mississauga. As part of the Project, Metrolinx proposes to construct grade separations underneath Renforth Drive and Eglinton Avenue West, within City of Toronto boundaries, to enable buses to cross each of the two highways. Negotiations with Metrolinx have resulted in a proposed Agreement for a period of 75 years whereby Metrolinx is granted access to the Licensed Areas for the construction and ongoing maintenance of the grade separations. Metrolinx has agreed that all components of the two grade separation structures, excluding the asphalt on the highways, will be its responsibility. Transportation Services will continue to have maintenance responsibility for the surface of the highways.</p> |
| Terms | See Appendix "A" |

| | | |
|-------------------------|------------------------------|---|
| Property Details | Ward: | 3 – Etobicoke Centre |
| | Assessment Roll No.: | N/A |
| | Approximate Area: | |
| | Renforth Drive: | 1,859.33 m ² ± (20,013.69 ft ² ±) |
| | Eglinton Avenue West: | 1,912.87 m ² ± (20,589.97 ft ² ±) |
| | Other Information: | Below grade strata |

| A. | Director of Real Estate Services has approval authority for: | Chief Corporate Officer has approval authority for: |
|--|---|---|
| <p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input checked="" 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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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> | <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</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><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><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 \$1 Million).</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/Estoppels/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. 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.

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: | Stephen Holyday | | | | Councillor: | | | | | | | | | | |
| Contact Name: | Stephen Holyday | | | | Contact Name: | | | | | | | | | | |
| Contacted by: | Phone | <input checked="" type="checkbox"/> | E-Mail | | Memo | | Other | Contacted by: | Phone | | E-mail | | Memo | | Other |
| Comments: | Consented (May 2, 2016) | | | | Comments: | | | | | | | | | | |
| Consultation with ABCDs | | | | | | | | | | | | | | | |
| Division: | Transportation Services | | | | Division: | Financial Planning | | | | | | | | | |
| Contact Name: | Nazzareno Capano | | | | Contact Name: | Filisha Mohammed | | | | | | | | | |
| Comments: | Concurred (March 30, 2016) | | | | Comments: | April 26, 2016 | | | | | | | | | |
| Legal Division Contact | | | | | | | | | | | | | | | |
| Contact Name: | Michele Desimone (2-8162) (April 25, 2016) | | | | | | | | | | | | | | |
| DAF Tracking No.: 2016-098 | | | | | Date | | Signature | | | | | | | | |
| Recommended by: Manager | | | | | May 2, 2016 | | Tasse Karakolis | | | | | | | | |
| <input checked="" type="checkbox"/> | Recommended by: Director of Real Estate Services | | | | May 3, 2016 | | Brian Varner for Joe Casali | | | | | | | | |
| <input type="checkbox"/> | Approved by: Joe Casali | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | Approved by: Chief Corporate Officer | | | | May 5, 2016 | | Josie Scioli | | | | | | | | |
| <input type="checkbox"/> | Approved by: Josie Scioli | | | | | | | | | | | | | | |

General Conditions ("GC")

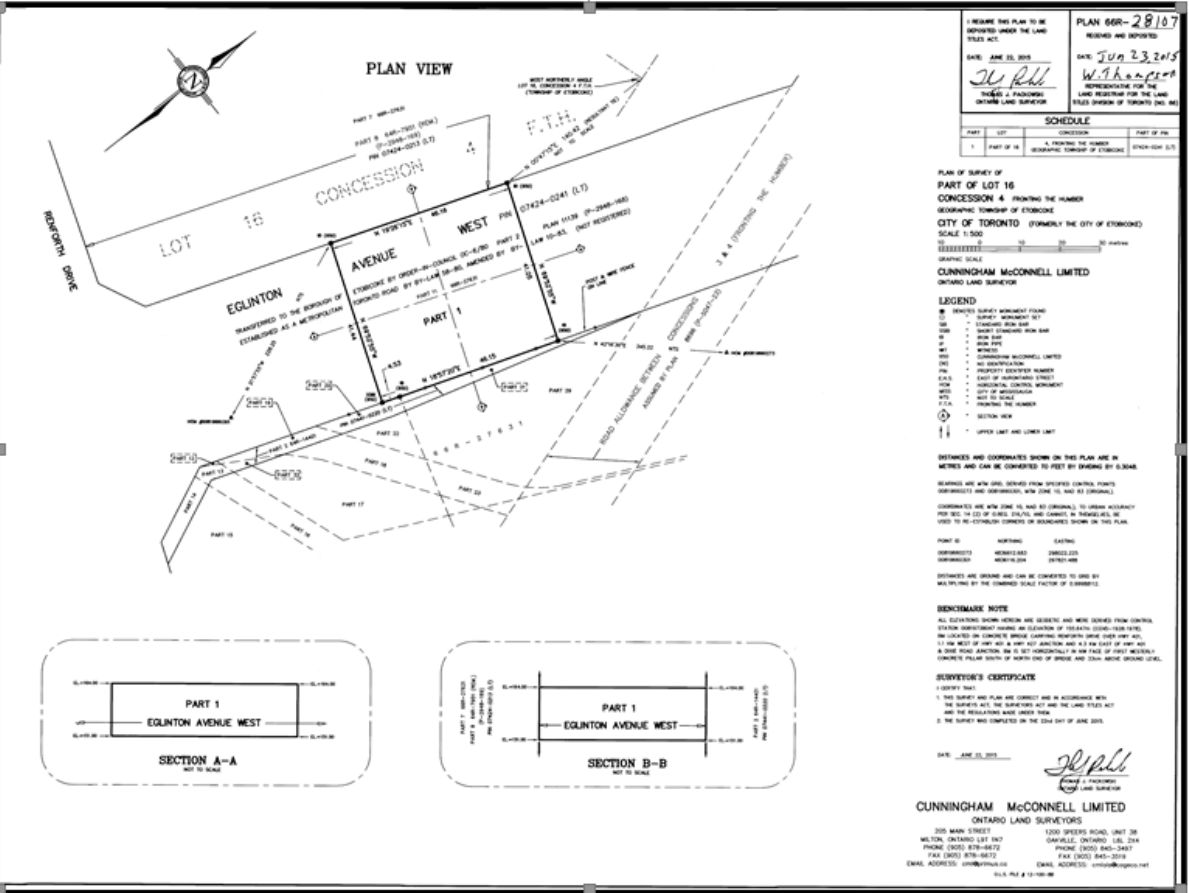
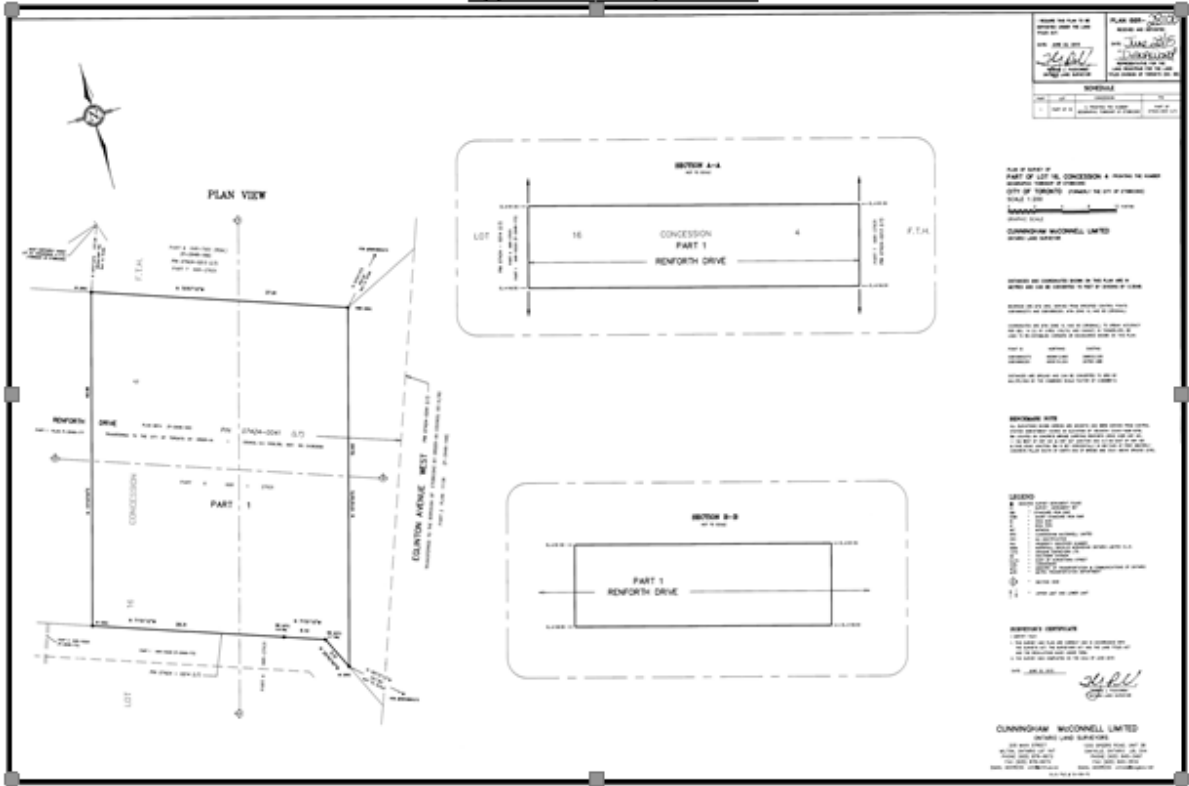
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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 is available from alternative sources].
- (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.
- (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.

Appendix "A"

DAF No. 2016-098

Licence – Major Provisions:

- (i) Term: 75 years;
- (ii) The Licensed Areas are to be used as part of the Transit-way to be utilized by GO Transit, the City of Mississauga (including MiWay), the Toronto Transit Commission ("TTC") and other transit agencies authorized by the City and Metrolinx;
- (iii) Metrolinx shall be responsible for any and all costs associated with the use of the Licensed Areas as part of the Transit-way including the maintenance and repair;
- (iv) Metrolinx shall relocate and/or reconstruct any public or private Utility which may be adversely affected by the construction of the Transit-way and such relocation and/or reconstruction shall be carried out at the sole cost of Metrolinx;
- (v) Within three months of the date upon which the Work for each of the Licensed Areas is completed, Metrolinx shall provide to the City as-constructed drawings of the construction and of any Utility which has been relocated or reconstructed;
- (vi) Metrolinx shall be responsible for the maintenance and repair of the Licensed Areas which shall include the abutments, supports and expansion joints constructed to erect and support the grade separations. Metrolinx acknowledges that the Licensed Areas including its abutments, supports and expansion joints must be properly maintained and repaired to provide support for the portions immediately above;
- (vii) The City shall be responsible for the maintenance and repair of a portion of each Highway immediately above the Licensed Areas. In this respect, the City shall mill and pave the top layer of asphalt to a depth of forty (40) millimetres from grade level when scheduling paving on portions of each Highway adjoining the Licensed Areas and shall repair potholes as it deems necessary, all at its sole cost. The City shall also contribute fifty (50%) percent of the cost required to repair that portion of the Licensed Areas below forty (40) millimetres to, but not including the waterproofing system installed, which repair shall be performed by or on behalf of Metrolinx;
- (viii) Metrolinx shall be liable and accountable for any and all losses, damages, or injury (including death) to persons or property in consequence of its use of the Licensed Areas including, without limitation, its construction of the Transit-way;
- (ix) Upon the expiration of the Term, Metrolinx must, at its sole cost, restore the Licensed Areas to its existing condition to the satisfaction of the City.



Appendix "B" – Map & Sketch

DAF No. 2016-098

