

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

TRACKING NO.: 2015-296

- 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:	Simona Rasanu	Division:	Real Estate Services
Date Prepared:	October 30, 2015	Phone No.:	416-397-7682

Purpose	To obtain authority to enter into a Permission to Enter/Licence Agreement (the "Licence") with Toronto Hydro-Electric System Limited (the "Licensee") to permit environmental and geotechnical testing on and under the City-owned vacant parcel of land located south of Pirandello Street.				
Property	City-owned vacant parcel of land south of Pirandello Street, rear of 65-75-85 East Liberty Street, legally described as Part of Block 11, The Ordnance Reserve, being Part 4 on Plan 66R-27169 (the "Property"), also shown on Appendix "B".				
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Licence with the Licensee to permit the Licensee and its agents, consultants and contractors to enter onto the Property for a period of three (3 months) as outlined below, substantially on the terms and conditions outlined herein, and any such other 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 designate, administer and manage the agreement, including the provision of any consents, amendments, 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 for its determination and direction. 3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto. 				
Financial Impact	<p>There are no financial implications resulting from this approval. The Licensee is not required to pay a license fee for the three (3) month duration, however, the City will be compensated for granting this access by receiving the results of environmental investigations of the Property for its use.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>				
Comments	<p>The City was conveyed a parcel of land in 2012 as a result of a subdivision agreement for future road extension. The Licensee and the City are negotiating a permanent easement agreement respecting the Property to allow the Licensee to construct and maintain underground infrastructure. The Licensee's objective is to replace the existing deteriorating hydro infrastructure crossing the rail corridor at Strachan Avenue with a new railway crossing near Pirandello Street which will connect to infrastructure constructed on East Liberty Street as part of the Strachan Avenue Grade Separation project. The Property was declared surplus in February 2015 through DAF 2015-035 in order to facilitate the easement agreement.</p> <p>As part of its due diligence activities, the Licensee is requesting access to the Property to conduct environmental testing of the soil and groundwater. The work involves drilling five (5) boreholes to a depth of approximately 5.5 metres to obtain soil samples; three of the boreholes are used as groundwater monitoring wells and will be decommissioned by the end of the Term.</p> <p>The Commencement Date set out below is retroactive to September 1, 2015 as the Licensee inadvertently permitted its consultants to access the Property on September 10, 2015 and begin environmental testing unbeknownst to the City. The Licensee has agreed to fully indemnify the City from any actions arising from its unauthorized access and use of the Property.</p>				
Terms	Please see page 4.				
Property Details	<table border="1"> <tr> <td>Ward:</td> <td>19 – Trinity Spadina</td> </tr> <tr> <td>Approximate Area:</td> <td>160 m² ± (1, 722.23 ft² ±)</td> </tr> </table>	Ward:	19 – Trinity Spadina	Approximate Area:	160 m ² ± (1, 722.23 ft ² ±)
Ward:	19 – Trinity Spadina				
Approximate Area:	160 m ² ± (1, 722.23 ft ² ±)				

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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;</p> <p><input checked="" 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) - October 26, 2015										
Councillor:	Mike Layton					Councillor:				
Contact Name:	Heather Leger					Contact Name:				
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	No objections					Comments:				
Consultation with ABCDs										
Division:	Facilities Management					Division:	Financial Planning			
Contact Name:	Janice Green					Contact Name:	Filisha Mohammed			
Comments:	Comments have been incorporated					Comments:	Concurs with Financial Impact			
Legal Division Contact										
Contact Name:	Ray Mickevicius									
DAF Tracking No.: 2015-296			Date			Signature				
Recommended by:	Manager		Nov/2/2015			Sgd.\ Wayne Duong				
<input type="checkbox"/>	Recommended by: Director of Real Estate Services		Nov/6/2015			Sgd.\ Joe Casali				
<input checked="" type="checkbox"/>	Approved by: Joe Casali									
<input type="checkbox"/>	Approved by: Chief Corporate Officer									
	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": TERMS AND CONDITIONS

Licensee: Toronto Hydro-Electric System Limited

Term: Three (3) months commencing September 1, 2015 and expiring November 30, 2015.

License Fee: Nominal

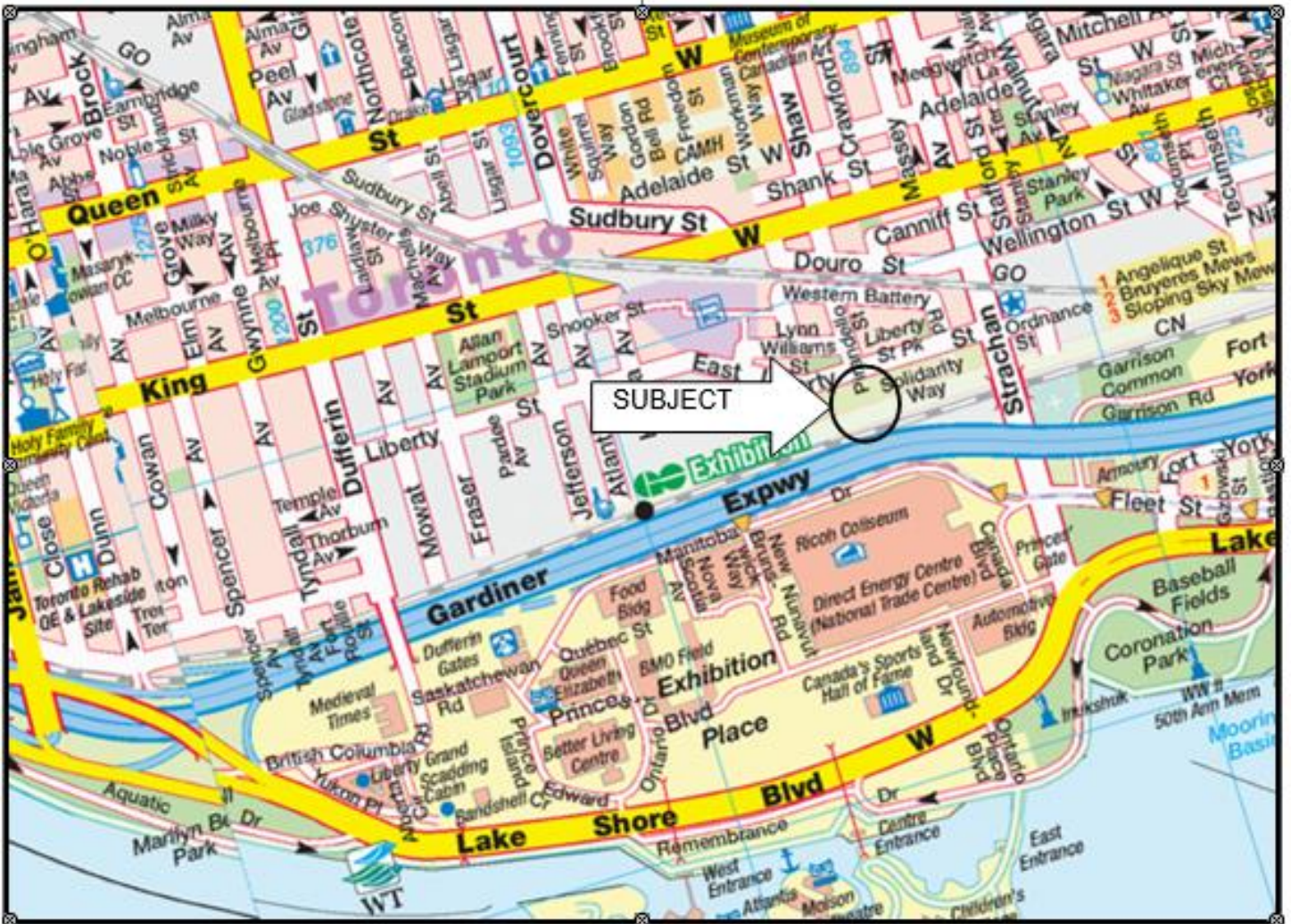
Use: To permit environmental and geotechnical testing, and for no other purpose. The groundwater monitoring wells are to be decommissioned by the Licensee before the end of the Term at its own cost, and the Property shall be restored to its original condition, all to the satisfaction of the Chief Corporate Officer.

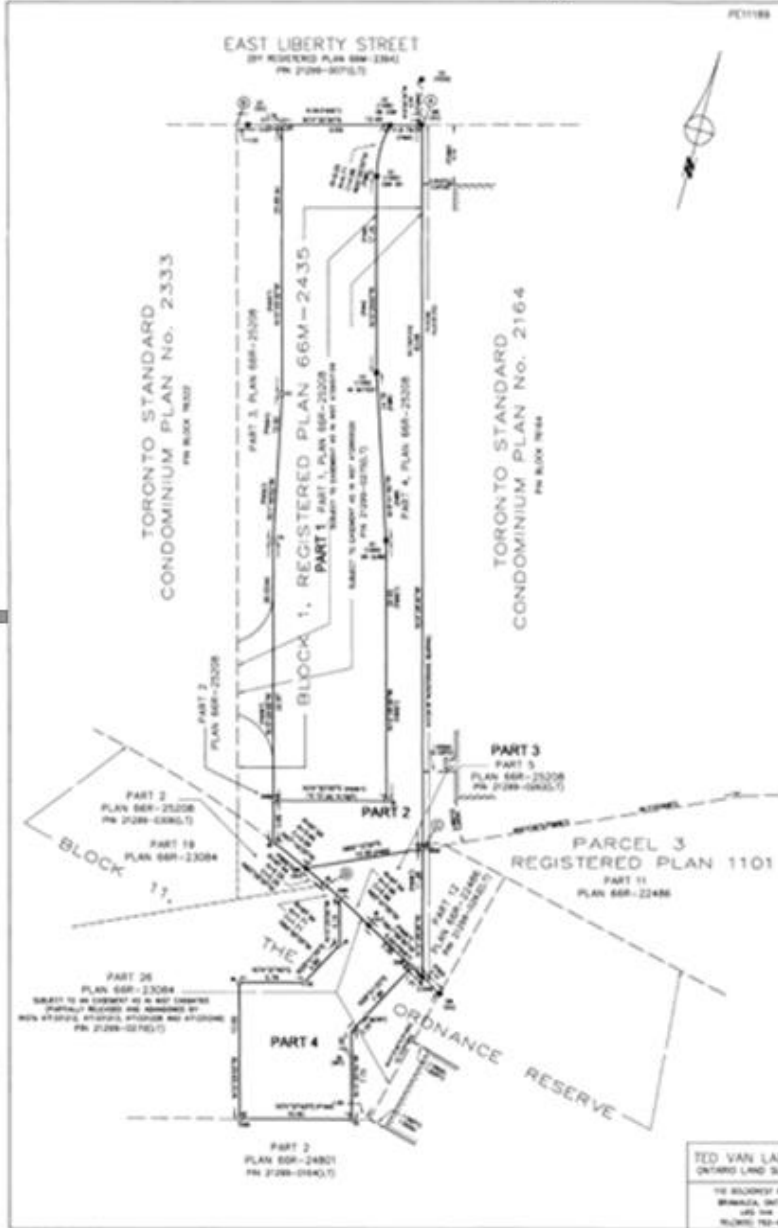
Insurance: Commercial General Liability coverage of \$5 Million per occurrence.

Test results: City shall be provided with copies of any test results and reports obtained as a result of accessing and using the Property, together with a reliance letter in relation to same.

Indemnification: The Licensee shall at all times indemnify and save harmless the City, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City in respect of any loss, damage or injury (including fatal injury) to any person or property.

APPENDIX "B": LOCATION MAP & SKETCH





PLAN 66R-27169

REGISTERED AND APPROVED

DATE SUBMITTED BY: 2013
DATE: Oct 10 2013

TED VAN LANKVELD
ONTARIO LAND SURVEYOR

TOT	BLK	REGISTERED PLAN	PART OF THE
1	PART OF BLOCK 1	66R-2435	PART 1
2	PART OF BLOCK 11	THE ORDONANCE RESERVE	PART 3
3	PART OF BLOCK 11	THE ORDONANCE RESERVE	PART 4

PART 1 - SUBJECT TO AN EASEMENT AS IN REG. PLAN 66R-2435
 PART 2 - SUBJECT TO AN EASEMENT AS IN REG. PLAN 66R-2333
 PART 3 - SUBJECT TO AN EASEMENT AS IN REG. PLAN 66R-2164
 PART 4 - SUBJECT TO AN EASEMENT AS IN REG. PLAN 66R-2164
 PARTIALLY RELEASED AND ASSUMED BY BOTH ATTORNEYS
 ATTORNEYS: STORSON AND STORSON

PLAN OF SURVEY OF
 PART OF BLOCK 1
 REGISTERED PLAN 66M-2435
 AND PART OF BLOCK 11
 THE ORDONANCE RESERVE
 CITY OF TORONTO
 SCALE 1:200
 TED VAN LANKVELD, O.L.S., 2013

ALL THE RIGHTS AND INTERESTS SHOWN ON THIS PLAN ARE, AS SHOWN, AND AS IS UNLESS OTHERWISE SET OUT BY OTHER PLAN.

BEARING
 BEARINGS FROM HEREIN ARE ONE BEARING AND ARE REFERRED TO THE OTHERS TO BE CLEARER. THE OTHERS ARE TO BE READ AS BEING IN THE SAME SENSE AS THE OTHERS. THE BEARINGS ARE TO BE READ AS BEING IN THE SAME SENSE AS THE OTHERS. THE BEARINGS ARE TO BE READ AS BEING IN THE SAME SENSE AS THE OTHERS.

- LEGEND
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 - ███ EXISTING BURIED CONCRETE FOUNDATION

IF ANY OF THE DIMENSIONS
 ARE IN CONFLICT WITH ANY OTHER PLAN, THE
 DIMENSIONS ON THIS PLAN ARE TO PREVAIL UNLESS
 OTHERWISE SPECIFIED BY THE PLAN TO WHICH THEY REFER.

NO.	DESCRIPTION	LENGTH
1	4 x 600 3/4 IN.	21' 7 1/2 IN.
2	4 x 600 3/4 IN.	21' 7 1/2 IN.
3	4 x 600 3/4 IN.	21' 7 1/2 IN.
4	4 x 600 3/4 IN.	21' 7 1/2 IN.

TOTAL AREA OF ALL THE DIMENSIONS SPECIFIED BY THIS PLAN IS 2,160.00 SQ. FT.

SURVEYOR'S CERTIFICATE

I, SURVEYOR

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEY REGULATIONS AND THE LAND SURVEY ACT AND THE REGULATIONS MADE THEREUNDER.

2. THE SURVEY WAS COMPLETED ON THE 10th DAY OF NOVEMBER, 2013.

DATE NOVEMBER 21, 2013

TED VAN LANKVELD
 ONTARIO LAND SURVEYOR

TED VAN LANKVELD
 ONTARIO LAND SURVEYOR

THE BLOCKING ROAD
 MISSISSAUGA, ONTARIO
 L3S 9Y8
 PHONE: 905-884-1111

NO.	PLAN	NO.	DATE
1	66R-2164	1	2013