

DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES

TRACKING NO.: 2016-046

<input checked="checked" type="checkbox"/>	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.		
<input type="checkbox"/>	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:	February 22, 2016	Phone No.:	(416) 379-7671
Purpose	To obtain authority to enter into (i) a letter agreement (the "Agreement") with Hydro One Networks Inc. ("Hydro") to allow access to certain lands for meadowland rejuvenation purposes and (ii) a Memorandum of Understanding (the "MOU") with Toronto Region Conservation Authority ("TRCA") to provide consent for the TRCA to create a native meadow and planting low laying shrubs on the hydro corridor from Conlins Road to Meadowvale Road in Scarborough.		
Property	Gattineau Hydro Corridor – Conlins Road to Meadowvale Road, Scarborough as described on Schedule "A" (the "Property").		
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into (i) the letter agreement and (ii) the MOU both of 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 Agreement and the MOU 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 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	There is no financial impact. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.		
Comments	<p>On August 25, 26 and 27, 2010 Item GM33.6, City Council authorized a master licence agreement between the City (as Licensee) and Ontario Realty Corporation (now Ontario Infrastructure and Lands Corporation) acting as agent on behalf of Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (as "Licensor"), which agreement was fully executed on October 26, 2010 (the "Master Licence Agreement"). The Master Licence Agreement was subsequently amended by way of a letter agreement dated April 14, 2011 (authorized by DAF No. 2011-224) to include the Property in the lands licensed to the City by the Licensor. The Master Licence agreement permits the City to use certain pieces of the Licensor's lands (which Hydro has a statutory right to use for electricity transmission and distribution purposes) for recreational purposes, subject to certain conditions. The current term of the Master Licence Agreement has expired, and the City is currently in overholding with the Licensor's consent. Staff are currently working with the Licensor to enter into a renewal of the Master Licence Agreement.</p> <p>TRCA would like to create and maintain a native meadow and plant shrubs adjacent to the trail that was constructed through the corridor.</p> <p>The project will involve the restoration of approximately 10 hectares of meadow habitat with shrub plantings in accordance with the drawing attached in Schedule "B". The project includes community outreach and promotes public use. The project will involve two phases, including (i) site preparation, shrub planning and meadow seeding and (ii) a period of monitoring. TRCA's project is part of its "Naturalizing Hydro Corridors" initiative which aims to increase the populations of birds and butterfly species, establish native plant communities, reduce maintenance costs from mowing grass and improve the user experience along trails.</p> <p>TRCA will be responsible for all regulatory approvals, environmental oversight, and be responsible to supply all the necessary equipment, goods and supplies in respect of the project, security, insurance and maintenance requirements within the meadow itself.</p> <p>TRCA now requires the City's consent to enter into the one (1) year Agreement to proceed with the meadow creation and planting within the Property. The obligations of TRCA to the City for the TRCA work on the meadow will be set out in the MOU.</p>		
Terms	Please see page 4 for the major terms and conditions of the Agreement (Part I) and the MOU (Part II).		
Property Details	Ward:	42 – Scarborough- Rouge River, 44 – Scarborough East	
	Assessment Roll No.:	N/A	
	Approximate Size:	N/A	
	Approximate Area:	4.26 acres	
	Other Information:		

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/Licenser):</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 checked="" 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:	Raymond Cho					Councillor:	Ron Moeser		
Contact Name:	Hratch Aynedjian					Contact Name:	Calcum MacMilan		
Contacted by:	X	Phone		E-Mail		Memo		Other	
Comments:	Consent					Comments:	Consent		
Consultation with ABCDs									
Division:	Transportation Services					Division:			
Contact Name:	Jacquelyn Hayward Gulati					Contact Name:			
Comments:	Consent					Comments:			
Legal Division Contact									
Contact Name:	Rebecca Hartley								
DAF Tracking No.: 2016 - 046					Date		Signature		
Recommended by: Manager: Wayne Duong					Mar. 3, 2016		Sgd.\Wayne Duong		
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali					Mar. 4, 2016		Sgd.\Joe Casali		
<input checked="" type="checkbox"/> Approved by:									
<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.

Major Terms and Conditions

PART I

In addition to all terms and conditions of the Master Licence Agreement, the following major terms and conditions are contained in the Agreement;

- 1.
2. Hydro may, without compensation, damage the installations when it uses the Property.
3. All plantings (i) must adhere to the Hydro One Native plants list for hydro corridor; (ii) be kept 15m away from towers; and (iii) have a maximum height of 3m.
4. Hydro retains certain access rights including a trail width of 6m.
5. No grading/exaction work is carried out using heavy machinery within 10m of the tower footings; grading within 10m must be carried out by hand or by using a VAC system. No fill shall be placed on the Property except in certain circumstances.
6. Work must comply with Hydro's vertical clearance requirements and may be under existing transmission lines.
7. All work must comply with the safety and clearance regulations as stating the Occupational health and Safety Act (OHSA).
8. All underground installations must be capable of withstanding the weight of heavy construction equipment.
9. There are various land use restrictions including burning brush, drainage requirements, storage and protection of Hydro infrastructure.
10. The City will be responsible for maintaining security of the site and for the strategy of the people working within the corridor
11. In case of emergency work, The City and the TRCA may be required to suspend its operations until Hydro One crews have completed the required emergency works.

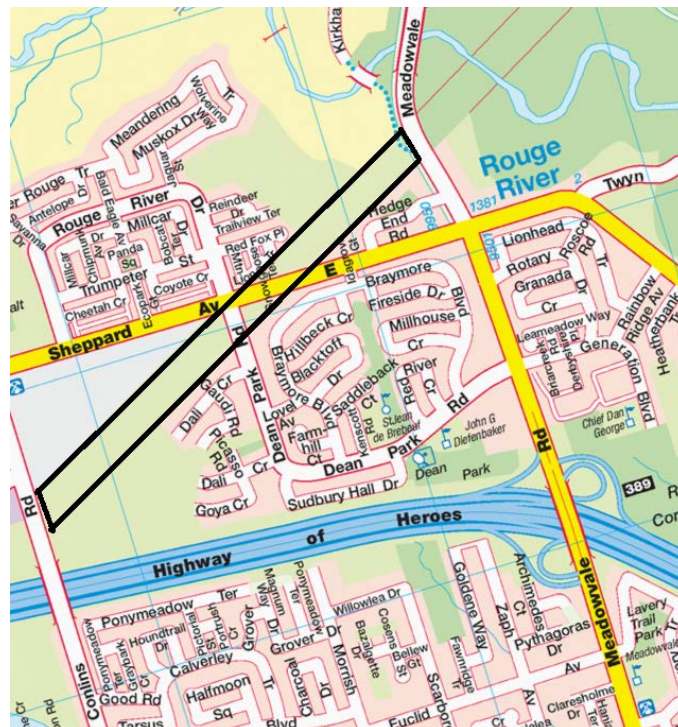
The obligations of the City pursuant to the Agreement shall be passed to the TRCA by way of the MOU

PART II

The MOU sets out the following terms and conditions:

1. TRCA shall undertake all of the City's obligations set out in the Agreement, a summary of which is set out in Part I hereof.
2. City gives permission for TRCA, its employees and constructors access to the Property to carry out the meadowland rejuvenation work (the "Meadow Work").
3. TRCA obtains all the regulatory approvals and requisite permits at its sole cost and expense and provide from to the City before commencing the Meadow Work.
4. TRCA will be responsible for all the work related to the installation of the Meadow and subsequent cleaning of the premises
5. TRCA supplies all the necessary equipment, goods and supplies with respect the Meadow Work, and is responsible for the labour to undertake the Meadow Work (all at their own cost)
6. TRCA shall take out and keep in full force general liability insurance not less than Five Million Dollars (\$5,000,000) per occurrence
7. TRCA will perform maintenance requirements within the meadow itself, and the City shall maintain the shrub material during the period from Oct 1, 2015 to Dec 31, 2017. Should the Master Licence Agreement be terminated prior to December 31, 2017, the parties shall be responsible for the upkeep of their respective areas until such time as the Master Licence Agreement is terminated.

Schedule "A"
Site Location Map



Schedule B Proposed Plan



SITE LOCATION MAP



Typical Meadow Species

grasses	
Andropogon gerardi	Big Bluestem
Byrrhus canadensis	Canada Wild Rye grass
Byrrhus virginicus	Virginia Rye Grass
Panicum virgatum	Sw itchgrass
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Indian grass

forbs	
Allium cernuum	Nodding Wild Onion
Anemone cylindrica	Thimbleweed
Asclepias incarnata	Sw amp Milkweed
Asclepias tuberosa	Butterfly Milkweed
Coreopsis tripteris	Tall Coreopsis
Coreopsis lanceolata	lanceleaf coreopsis
Desmodium canadense	Canada Tick-leaf
Echinacea pallida	Pale Purple Coneflower
Helianthus giganteus	Tall Sunflower
Helopsis helanthoides	Sw eet Or-eye
Lobelia siphilitica	Great Blue Lobelia
Morinda fruticosa	Wild Bergamont
Penstemon digitalis	Smooth Beardtongue
Penstemon hirsutus	Hairy Beardtongue
Pycnanthemum virginicum	Virginia Mountain Mint
Ratibida pinnata	Gray Headed Coneflower
Rudbeckia hirta	Black-eyed Susan
Solidago nemoralis	Gray Goldenrod
Verbena hastata	Blue Vervain
Verbena stricta	Hairy vervain
Vernonia missouriica	Missouri Ironweed
Veronicastrum virginicum	Quaker's Root

RECOMMENDED SHRUB SPECIES

Species	Common Name
Cornus racemosa	Grey Dogwood
Rosa carolina	Pasture Rose
Rhus typhina	Staghorn Sumac
Rubus odoratus	Purple Flowering Raspberry
Sambucus canadensis	Elderberry
Spiraea alba	Meadowsweet
Diervilla lonicera	Bush Honeysuckle
Cornus sericea	Red Osier Dogwood
Physocarpus opulifolius	Ninebark
Sambucus pubens	Red-berried Elderberry

Work Schedule

YEAR	Task Name	Duration	Approx. Time	Year	Resource Names
	Signage Deployment/Community Contract	2-3 Days	Late June	2015	TRCA and City of Toronto Councilor's Office
	Site Prep Mowing/Invasive Removal	8 Days	Late June	2015	TRCA
	Till Site to Expose so I and seed with Annual Oats	8 Days	Late June	2015	TRCA
Year 1	Site Prep Mowing of Oats 2	6 Days	Early August	2015	TRCA
	Site Prep Mowing of Oats 3	6 Days	Late August	2015	TRCA
	Site Prep Mowing of Oats 4	6 Days	Mid September	2015	TRCA
	Site Prep Mowing of Oats 5	6 Days	October	2015	TRCA
	Spray Treatment 1	2 Days	Early May	2016	TRCA
	Site Prep Mow	6 Days	Late May	2016	TRCA
	Spray Treatment 2	2 Days	Late May	2016	TRCA
Year 2	Tallgrass Prairie Seeding	2 Days	Early June	2016	Rural Lampton Stewardship Network
	Shrub Node Planting 2	4-6 Days	May	2016	City of Toronto Forestry Division
	Planting Maintenance	2-10 Days	Throughout the year	2016	City of Toronto Forestry Division
	Maintenance Mowing	6 Days	Mid August	2016	TRCA
	Installation of Habitat Structures	2 Days	Early Spring	2017	TRCA and Community
Year 3	Planting Maintenance	2-10 Days	Throughout the year	2017	City of Toronto Forestry Division
	Maintenance Mowing	6 Days	Mid August	2017	TRCA
	Maintenance Mowing cycle once meadow is established	2 Days	Late Summer	Every 3 Years	City of Toronto Parks Division
Year 4	Planting Maintenance	6-10 Days	Throughout the year	TBD	City of Toronto Forestry Division

* Note:

1. Keep a 50 metre buffer around the base of all Hydro towers.
2. The area will be monitored repeatedly by TRCA Staff and maintenance schedules may be altered based on adaptive management strategies.
3. Non-herbaceous items (habitat structures) within the meadow will be monitored yearly to ensure that they are functioning properly.
4. In accordance with the mowing schedule of non-meadow areas, litter clean-up will be carried out by City of Toronto Road Operations staff prior to their cut.

PROJECT TITLE

GATINEAU HYDRO CORRIDOR HABITAT IMPROVEMENT PROJECT CONLINS RD - MEADOWDALE RD SECTION, TRCA Restoration and Infrastructure, 2015



CONCEPT PLAN	
DATE: 10/19/2015	SCALE: 1:1000