

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

TRACKING NO.: 2016-231

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 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).

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:	Vicky Papas	Division:	Real Estate Services
Date Prepared:	December 5, 2016	Phone No.:	392-1830

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence") with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, (the Licensor"), for a portion of the property described below to conduct geotechnical, archaeological, and survey investigations (the "Fieldwork") for the proposed extension of Morningside Ave. between McNicoll Ave. and Steeles Ave. E. as shown on the attached Schedule "B".
<b>Property</b>	Part of the land comprised of Part Lot 15, Concession 4, Scarborough, Part 1, Plan 64R-6054, Toronto, shown hatched on the attached Schedule "A", measuring approximately 22,670 sq.m. (244,108 sq.ft.) (the "Licensed Lands").
<b>Actions</b>	It is recommended that: <ol style="list-style-type: none"> <li>1. authority be granted to enter into the Licence with the Licensor subject to the terms and conditions outlined below and on such other terms or amendments as may be satisfactory to the Chief Corporate Officer, and in a form acceptable to the City Solicitor;</li> <li>2. the Chief Corporate Officer or designate shall administer and manage the Licence including the provision of any consents, renewals, approvals, amendments, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction;</li> <li>3. the City Solicitor be authorized to complete the Licence and related transactions on behalf of the City, including payment of any necessary expenses, and amending and waiving terms and conditions, on such terms as he or she considers reasonable;</li> <li>4. the appropriate City officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	The costs associated with the Licence are \$1,500.00, (plus HST), or \$1,526.40 (net of HST recoveries). Funding to cover the foregoing expenses is available in the 2016 Council Approved Capital Budget for Transportation Services under account CTP814-02-18.  The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The City retained a consultant to conduct a preliminary design for the extension of Morningside Ave. from its current terminus at McNicoll Ave. to Steeles Ave. E. In order to proceed to the preliminary design phase, the City must conduct the Fieldwork which includes foundation and geotechnical investigations for bridge, pavement and retaining wall foundations as well as topographic and legal surveying. The archaeological investigations will involve hand-sieving the soil to look for artifacts and the geotechnical investigations will comprise of drilling boreholes along new alignments to determine subsurface conditions for the design of the new roadways.
<b>Terms</b>	The Licensor has agreed to grant the Licence to the City on the terms and conditions set out herein, to enter upon the Licensed Lands and carry out the Fieldwork.  The Terms and Conditions are set out on page 4.

<b>Property Details</b>	<b>Ward:</b>	Ward 42 – Scarborough – Rouge River
	<b>Assessment Roll No.:</b>	1901126480006000000
	<b>Approximate Size:</b>	See Schedule "A" - Attached
	<b>Approximate Area:</b>	22,670 sq.m.(244,018 sq.ft.) approximately
	<b>Other Information:</b>	

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 &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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</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><b>Delegated to a more senior position.</b></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 three (3) months, including licences for environmental assessments and/or testing, etc.</p> <p><input checked="" 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 &amp; 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><b>Delegated to a less senior position.</b></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:									
Contact Name:	Hratch Aynedjian, Executive Assistant					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Councillor provided consent					Comments:									
Consultation with ABCDs															
Division:	Engineering and Construction Services					Division:	Financial Planning								
Contact Name:	Scott Mitchell, Project Manager					Contact Name:	Filisha Mohammed								
Comments:	Reviewed					Comments:	Reviewed/approved								
Legal Division Contact															
Contact Name:															
DAF Tracking No.: 2016 - 231			Date		Signature										
Recommended by:	Manager – Tim Park		Dec 5 <sup>th</sup> 2016		Tim Park										
<input type="checkbox"/> Recommended by:	Director of Real Estate Services Joe Casali		Dec 6 2016		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 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.

**TERMS AND CONDITIONS**

PROPERTY:	Part Lot 15, Concession 4, Scarborough, Part 1, 64R-6054, Toronto
LICENSOR:	Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure
LICENSEE:	City of Toronto
LICENSED LANDS:	Lands situated south of Steeles Ave. E. north of McNicoll Ave. at Passmore Ave., measuring approximately 22,670 sq.m. (244,018 sq.ft.) and shown hatched on the attached Schedule "A"
TERM:	Five (5) months and seventeen (17) days, commencing on November 14, 2016 and expiring on April 30, 2017
LICENSE FEE:	\$1,500.00, plus applicable HST
USE:	To enter the Licensed Lands for the Fieldworks (geotechnical, archaeological and survey investigations) for the future extension of Morningside Ave. The City is permitted to drill one borehole and conduct surveys and archeological assessments, limited to soil sifting on the Licensed Lands
"AS IS" CONDITION:	The Licensed Lands are licensed in their "as is" condition
RESTORATION:	Upon expiry or termination of the Licence, the City, at its own expense, shall remove any of its installations and facilities from the Licensed Lands and restore the Licensed Lands to a condition satisfactory to the Licensor, unless notified in writing from the Licensor to the contrary.
TERMINATION RIGHT:	The City has the right to terminate this Licence at any time by providing the Licensor with not less than twenty four (24) hours prior written notice of termination.
ENVIRONMENTAL:	<p>The City shall not bring in or permit any environmental contaminants on the Licensed Lands except in compliance with all applicable laws. If environmental contaminants are caused by the City, the City shall carry out the excavation of the Licensed Lands and the removal, transportation and disposal of all excavated soil and materials to be brought to an approved facility.</p> <p>An area of the property is contaminated with Radium 226. The City shall not penetrate or alter the contaminated area. The City is responsible for the clean-up of any contamination relating to the existing contamination but only if caused by the City's activities.</p>
INSURANCE:	The City, at its own expense, shall arrange and maintain a liability insurance policy in the minimum amount of Ten Million Dollars (\$10,000,000.00) naming the Licensor as an additional insured, contain a cross liability clause, and specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor.
RELEASE & INDEMNITY:	The Licensor shall not be liable or responsible to the City, or to any third parties for any property damage, injury or death caused by or arising out of this Licence, whether or not resulting from the Licensor's negligence. The City shall indemnify and save harmless the Licensor and Ontario Infrastructure and Lands Corporation from and against costs, expenses, claims and demands brought against the Licensor in respect loss, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property (including any portion of the Licensed Lands and its equipment, machinery, services, fixtures and improvements), or any other loss or injury whatsoever arising from or out of or as a result of the use of the Licensed Lands.
REPORTS:	The City shall provide copies of any reports generated by the consultants and contractors engaged to undertake the work (the "Reports") subject to obtaining any required consents from such consultants or contractors. The Licensor acknowledges that the Reports are provided as a courtesy and for informational purposes only, and neither the Licensor nor any third party is entitled to rely on same.



DAF TRACKING NO.: 2016-231 (CONT'D)

SCHEDULE "B"  
SUBJECT LOCATION MAP

