

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

TRACKING NO.: 2016-113

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:	Daran Somas	Division:	Real Estate Services
Date Prepared:	May 10, 2016	Phone No.:	(416) 379-7671

Purpose	To obtain authority to enter into a letter agreement (the "Agreement") with Hydro One Networks Inc. ("Hydro") to install new equipment and fixtures for the completion of the Phase two (2) of the Bayview Dog Off Leash Area Park on the Hydro Finch corridor from Maxome Avenue to Bayview Avenue in North York.
Property	Finch Hydro Corridor – Maxome Avenue to Bayview Avenue, North York as described on Schedule "A" (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the letter Agreement 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 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	<p>There are no fees or costs associated with the letter agreement. The construction costs have already been approved and budgeted and approved through Parks, Forestry & Recreation's capital budget. This approval is being sought, so that the City understands and accepts the site specific conditions imposed by Hydro One.</p> <p>There is no financial impact.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
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>Parks Forestry and Recreation would like to proceed with phase 2 of the project that was initially authorized by DAF 2013-233, then amended by DAF 2014-055 and further amended by DAF 2014-230. Phase 2 of the project consists of installing a new fence, benches and adjusting the grading of the dog off leash area as described in Schedule "B".</p>
Terms	Please see page 4 for the major terms and conditions of the Agreement.

Property Details	Ward:	24 – Willowdale
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	N/A
	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/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 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:	David Shiner					Councillor:			
Contact Name:	Will Pennell					Contact Name:			
Contacted by:	X	Phone		E-Mail		Memo		Other	
Comments:	Consent					Comments:			
Consultation with ABCDs									
Division:	Parks, Forestry & Recreation					Division:	Financial Planning		
Contact Name:	Ryan Glenn					Contact Name:	Filisha Mohammed		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Rebecca Hartley								
DAF Tracking No.: 2016 – 113				Date		Signature			
Recommended by: Manager: Wayne Duong				May 13, 2016		Sgd./ Wayne Duong			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali				May 17, 2016		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 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

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

1. Fencing used in the area are designed such that static charges do not accumulate and be made of non-conductive materials such as wood, plastic or fiberglass.
2. Temporary fencing is required during construction.
3. The benches are made out of non-conductive material.
4. An area of 50 feet around Hydro Towers should be kept clear of shrub/tree plantings to permit Hydro One access to towers.
5. Lighting and light standards should be minimized and kept as far as possible away from the transmission line conductors.
6. Must ensure the proposes works do not interfere with the natural drainage patterns along this stretch of the corridor and does not result in standing water within 15 meters of existing Hydro One structures.
7. Access to Hydro One facilities must not be obstructed at any time, during construction or after the facilities are in service.
8. The remaining unoccupied width of the corridor shall be at least 6 m for longitudinal corridor access and mid span maintenance of the lines.
9. Access routes should not have slope greater than 10%.
10. The City assumes all liability associated with the use.
11. Any topsoil removed from the site must be properly disposed of at an appropriate landfill, not redistributed within the corridor.
12. Any Hydro One transmission structure located within 10 meters of any construction activity related to this proposal shall have a temporary orange snow fence erected 2 meters around tower footprint and maintained in an upright position for the duration of the construction.
13. To ensure that safe working clearances as specified in the Ontario Occupational health & Safety Act (OHS) for workers and equipment are maintained at all times during construction activities
14. Installation of signs warning of overhead high voltage power lines are required per OHS and a dedicated signaler as well.
15. Responsible for arranging all underground locates prior to digging, auguring or performing any excavation works on the Hydro One ROW
16. All underground utilities must be designed for large utility vehicles and cranes pass over
17. The following species are acceptable for tree and shrub plantings:

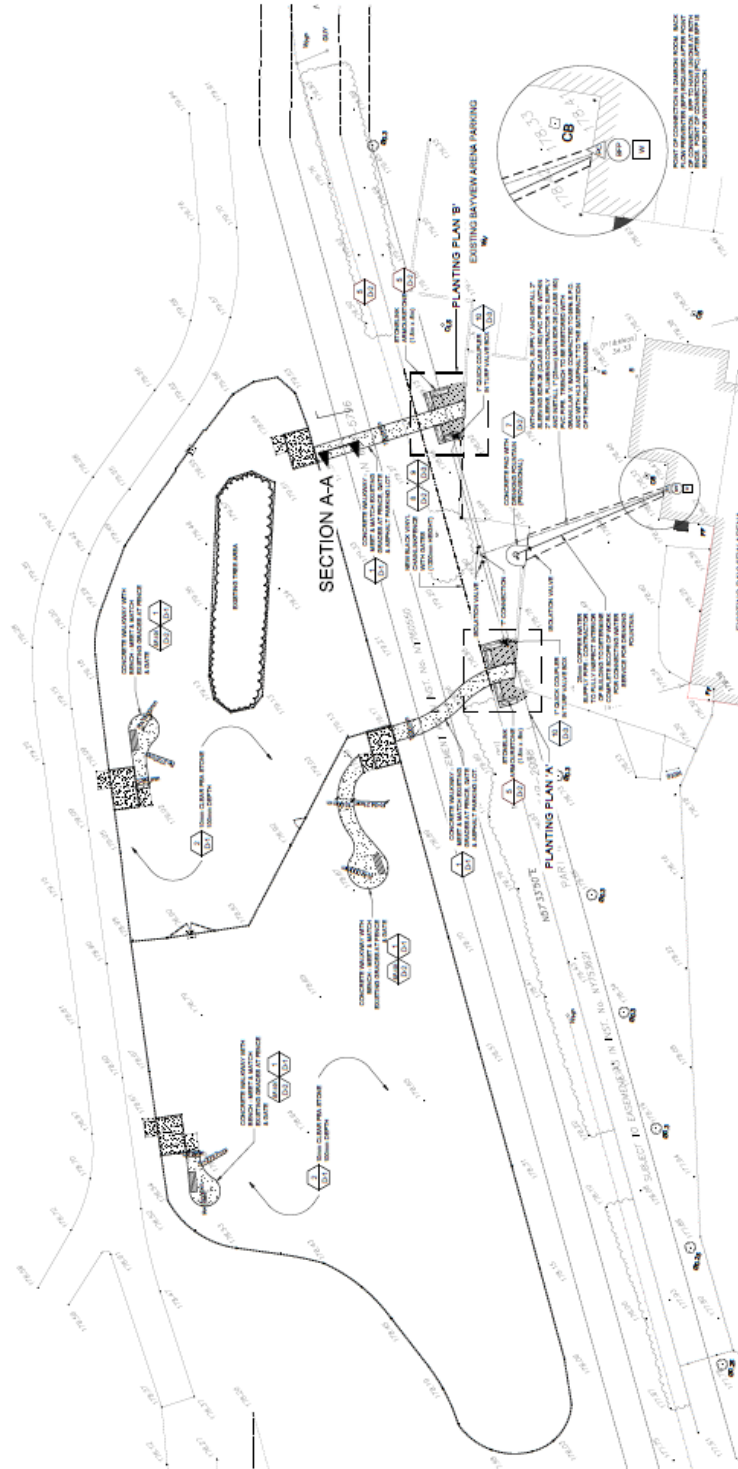
a. dogwoods	f. Cornus sericea	k. Mugo pine
b. Gray dogwood	g. Cornus alternifolia	l. Forsythia ovata
c. Red osier dogwood	h. Forsythia	m. Lonicera spp
d. Alternative leaf dogwood	i. Noneyscukle	n. Bivurnum trilobum
e. Cornus racemosa	j. High bush cranberry	o. Pinus mugo mugo

Schedule "A"
Site Location Map



Schedule "B"

Landscape Plan



Schedule "C" Grading & Drainage Plan

