

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

TRACKING NO.: 2017-053

- 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 on 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), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- 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:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	February 28, 2017	Phone No.:	416-392-7169

**Purpose** To obtain authority to enter into a permanent easement agreement and a temporary easement agreement with Islington Golf Club, Limited, over part of the property known municipally as 45 Riverbank Drive, Toronto, for the purpose of rehabilitating the existing infrastructure required for the Mimico Creek Restoration & Sanitary Sewer Realignment Project, (the "Project").

**Property** Part of the property municipally known as 45 Riverbank, Toronto, Ontario, that part being legally described as part of Parcel Register 07472-0264(LT), Parcel 1-1, Section B2451; Part Block A, Plan 2451, Etobicoke, City of Toronto, (the "Property") and as shown as Part 1 of the Draft Reference Plan and Sketch in Appendix "B" required for the permanent easement. Sketch showing the temporary easement area is shown in Appendix "C" and a Location Map is shown in Appendix "D".

- Actions** It is recommended that:
1. Authority be granted to enter into a permanent easement agreement with Islington Golf Club, Limited, (the "Owner"), to acquire a permanent easement, over part of the property known municipally at 45 Riverbank, Toronto, substantially on the terms and conditions outlined herein and any other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer and in a form acceptable to the City Solicitor;
  2. Authority be granted to enter into a temporary easement agreement with the Owner to acquire a temporary easement commencing on March 6, 2017 and terminating on May 31, 2019, or as mutually agreed, for construction, restoration, and warranty access, over part of the property known municipally at 45 Riverbank Drive, Toronto, substantially on the terms and conditions outlined herein and any other or amended terms and conditions as deemed appropriate by the Chief Corporate Officer and in a form acceptable to the City Solicitor;
  3. Authority be granted to authorize the Chief Corporate Officer or the Chief Corporate Officer's designate to administer and manage the permanent easement agreement and temporary easement agreement (collectively referred herein as the "Agreements") 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;
  4. Authority be granted to authorize the City Solicitor to complete the transaction on behalf of the City, including payment of any necessary expenses; and
  5. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto.

**Financial Impact** The following costs will be incurred by the City in connection with the Agreements:

1. Permanent Easement - \$5,000.00
2. Temporary easement commencing on March 6, 2017 and terminating on May 31, 2019 - \$20,000.00
3. Legal Fees and Disbursements - \$8,000.00
4. Registration Costs - \$500.00

Funding for the permanent easement and temporary easement costs and registration costs totaling \$33,500.00 (plus applicable HST) is available in the 2017 Council Approved Capital Budget for Toronto Water under capital account CWW466-03.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

**Comments** Refer to Appendix "A" for Comments

**Terms** Refer to Appendix "A" Terms and Conditions

<b>Property Details</b>	<b>Ward:</b>	04 – Etobicoke Centre
	<b>Assessment Roll No.:</b>	1919021230112000000
	<b>Approximate Size:</b>	n/a
	<b>Approximate Area:</b>	10,110 sq ft (939.25m <sup>2</sup> )
	<b>Other Information:</b>	n/a

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: N/A	Delegated to a more senior position.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
	<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.	<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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
12. Easements (City as Grantee):	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<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).	<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).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences; <input type="checkbox"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner; <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title; <input type="checkbox"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences; <input type="checkbox"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner; <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title; <input type="checkbox"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

**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 or her.

**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:	John Campbell	Councillor:	
Contact Name:	Christine Hogarth	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> E-Mail <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Emailed February 22, 2017	Comments:	
<b>Consultation with ABCDs</b>			
Division:	Toronto Water	Division:	Financial Planning
Contact Name:	Bill Snodgrass	Contact Name:	Filisha Jenkins
Comments:		Comments:	
<b>Legal Division Contact</b>			
Contact Name:	Jennifer Davidson		
<b>DAF Tracking No.: 2017- 053</b>		<b>Date</b>	<b>Signature</b>
Recommended by:	Manager: Tim Park	MARCH 1st 2017	
<input checked="" type="checkbox"/> Recommended by:	Director of Real Estate Services Joe Casali	Mar. 2/17.	X 
<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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (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"

### Comments and Terms and Conditions

#### Comments:

The City owns existing sanitary sewer infrastructure, the Mimico Sanitary Trunk Sewer, (MSTS) is located on the Property through which the City enjoys easement rights previously granted. The MSTS requires rehabilitation and realignment in order to improve capacity and operation which will require the construction of infrastructure to divert flow and rehabilitation of the existing infrastructure. The City requires a new permanent easement, as shown on Part 1 of the Draft Reference Plan and Sketch in Appendix "B", for the purpose of constructing the Project and for reconstructing, enlarging, replacing, resizing, maintaining, and accessing the infrastructure in the future. The City also requires access to portions of the Property on a temporary basis, as shown on the Sketch in Appendix "C", for the purpose of vehicle and equipment access, storage of vehicles and/or equipment, erecting construction hoarding, temporary sewer by-pass construction, removal of a portion of the Owner's gabion structure and replacement with a vegetated buttress and post-construction landscape restoration.

#### Terms and Conditions:

##### Permanent Easement Agreement:

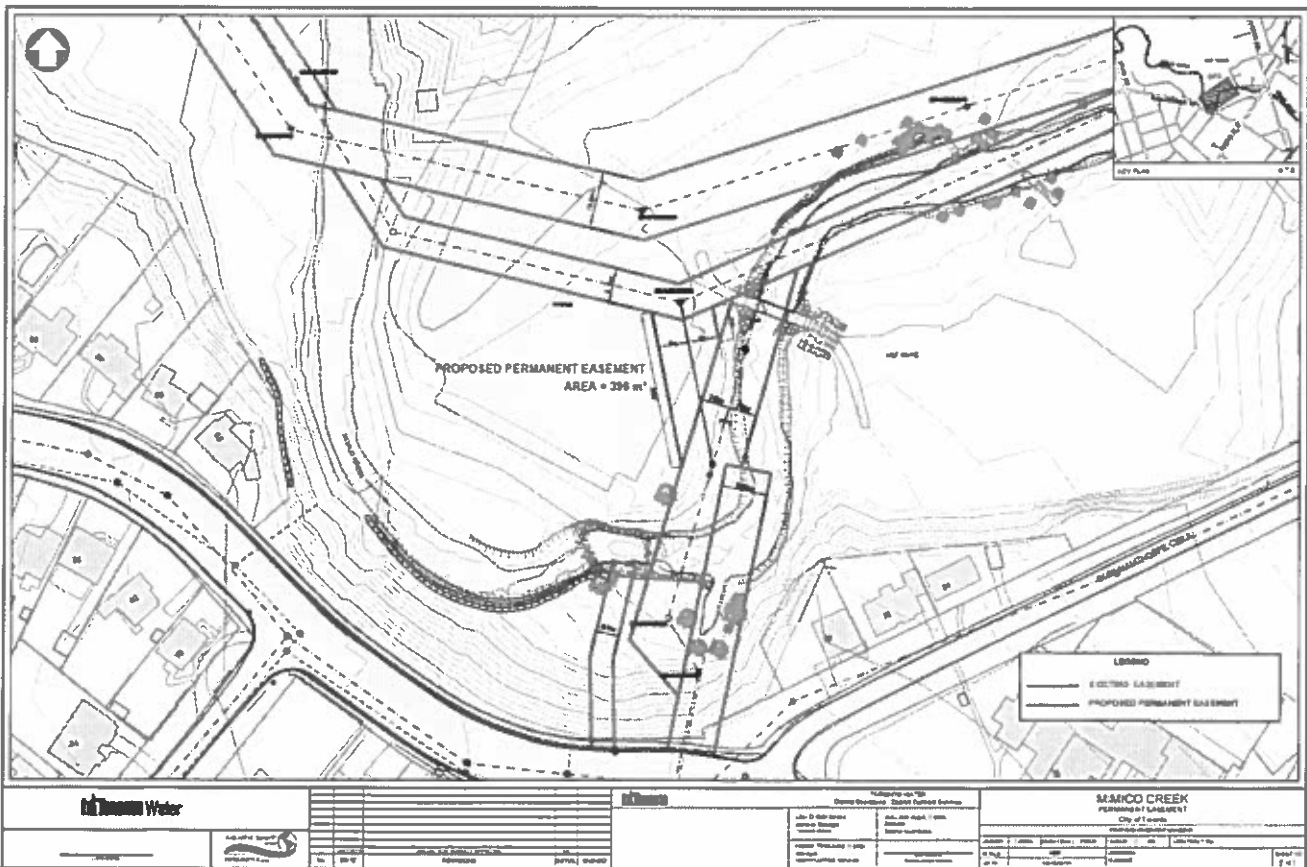
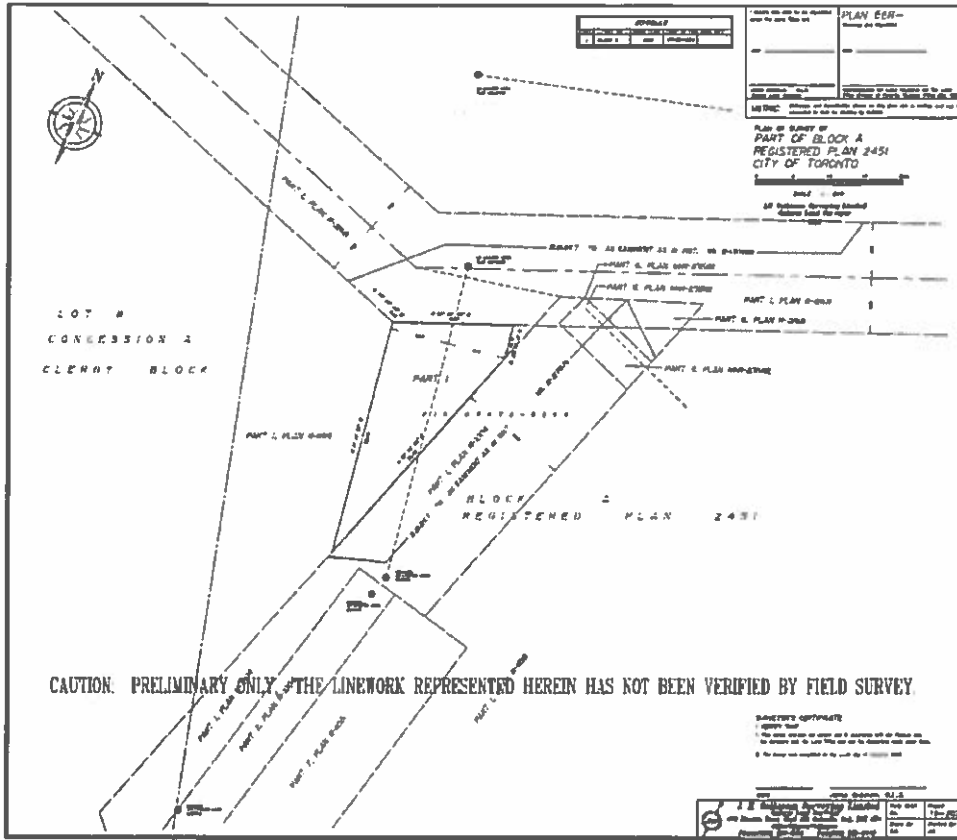
Owner: Islington Golf Club, Limited  
 Consideration: \$5,000.00  
 Easement Lands: Part 1 on Draft Reference Plan and Sketch as shown in Appendix "B".  
 Use: For the purposes of constructing the Project and for reconstructing, enlarging, replacing, resizing, maintaining, and accessing the infrastructure in the future. With the exception of emergency access, agree to work outside of golfing operations season  
 Indemnity: The City shall indemnify and save the Owner harmless from and against any and all claims, demands, losses, costs, charges, actions or other proceedings under the *Construction Lien Act* in connection with the Project together with any breach of its obligations under the agreement

##### Temporary Easement Agreement:

Owner: Islington Golf Club, Limited  
 Consideration: \$20,000.00  
 Term: Commencing March 6<sup>th</sup>, 2017 and terminating end on May 31<sup>st</sup>, 2019, or as agreed  
 Easement Lands: As shown on Sketch in Appendix "C".  
 Use: For the purpose of constructing infrastructure, to rehabilitate existing infrastructure and completion of landscape restoration and limited creek restoration.  
 Access: Construction related access, including the use of vehicles and equipment, shall occur from March 6<sup>th</sup>, 2017, to April 12<sup>st</sup>, 2017 unless the Owner agrees otherwise in writing. Access during the months of April and May 2017 shall be limited to such entry as is reasonably necessary to complete restoration tree planting work and related landscape work. Except in the event of emergency, intermittent access during the period commencing June 1<sup>st</sup>, 2017 and ending May 31<sup>st</sup>, 2019 is intended for inspection, warranty, and deficiency correction purposes, working around golf course operational hours, unless the Owner agrees otherwise. For the purposes of confirming the growth success of any landscape plantings, such access shall be limited to the typical foliage season of each year.  
 Gabion Wall Structure: The City shall at its cost, replace portions of the Owner's gabion wall structure located on the Temporary Easement Lands with vegetated buttress structures. The vegetated buttress structures shall be the property of the Owner upon completion. The Owner acknowledges that the City makes no warranties or commitments that the vegetated buttress structures or other creek restoration work done pursuant to the Project will ensure a permanent location for the water course and acknowledges that watercourse migration and bank and bed erosion are naturally occurring processes over which the City has no control.  
 Insurance: The City shall maintain liability and property damage insurance, showing the Owner as additional insured in the minimum, per occurrence, amount of five (5) million dollars for general liability insurance and two (2) million dollars for automobile liability insurance.  
 Release: The Owner releases the City from all manner of claims the Owner ever had or may have, for or by reason of the City's acquisition of the temporary easement, including without limiting the generality of the foregoing, any claim for consequential damages and any claim for injurious affection to the Property. The release does not apply in the case of loss or damage caused by or arising because of breach of obligations by the City or those for whom the City is in law responsible.  
 Restoration: The City shall restore any lands disturbed to their condition immediately preceding the entry by the City on the Property, to the extent reasonably possible

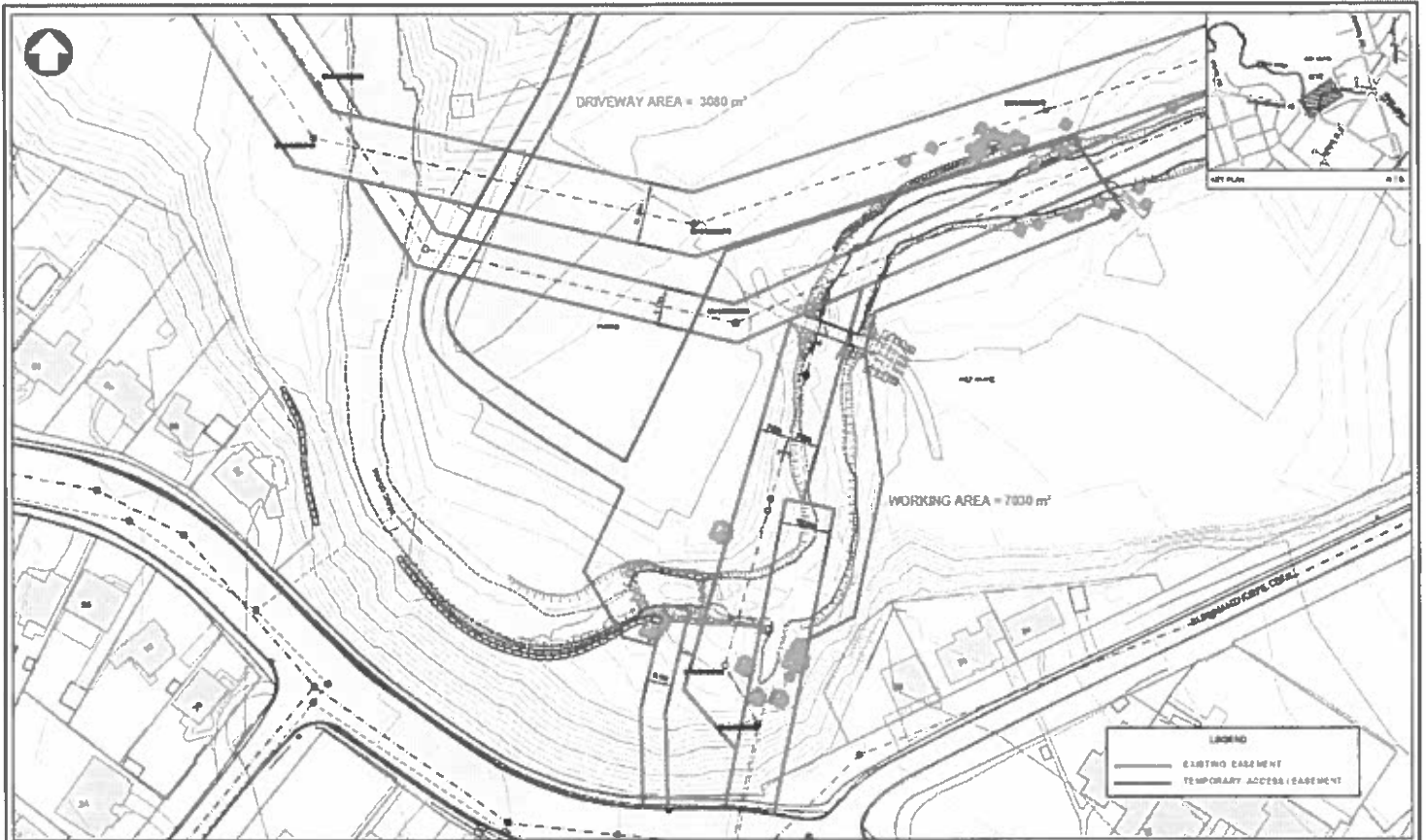
Appendix "B"

Draft R-Plan and Sketch for Permanent Easement



### Appendix "C"

### Sketch for Temporary Easement



	Project Information		Project Details		MIMICO CREEK PERMANENT EASEMENT	
	Project Name	Project No.	Project Date	Project Status	City of Toronto	Department of Engineering
Author	Checked	Approved	Scale	Sheet No.	Sheet Total	2 of 2

Appendix "D"

Location Map

