

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

TRACKING NO.: 2017-041

- 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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	February 21 2017	Phone No.:	392-1167

Purpose	To seek authority to enter into a Licence of Land for Temporary Use and Access Agreement (the "Agreement") with Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure. (the "Owner") in order to undertake soil investigation through borehole testing, field surveying of the license area and a designated substance survey of soil samples retrieved on various portions of the property municipally known as 126 Elmcrest Road, in Toronto (the "Property")
Property	The Property is situated on the northwest corner of Rathburn Road and Elmcrest Road. The 1.25 acre lot encompasses a single detached dwelling (shown on Schedule "A" attached hereto), owned by the Owner, and is leased to a private tenant.
Actions	It is recommended that: <ol style="list-style-type: none"> authority be granted for the City to enter into the a Licence of Land for Temporary Use and Access Agreement with the Owner; the City Solicitor be authorized to negotiate, settle and amend the Agreement on behalf of the City, as required, including amending any dates under the Agreement and amending and waiving terms and conditions, such terms as she considers reasonable; in accordance with the delegated authority cited herein, the Director of Real Estate Services be authorized and directed to take necessary action to give effect thereto, including the payment of all monies and execution of any and all agreements and documents ancillary to the Agreement; and the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	There are no financial implications resulting from this approval. The Licence of Land for Temporary Use and Access Agreement is for nominal consideration. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
Comments	The Property abuts Centennial Park and is designated as Parks and Open Space in the Toronto Official Plan. The Property is also located within a TRCA regulation limit which restricts any development on the site. PF&R is interested in acquiring the Property in order to expand Centennial Park. Upon transfer and incorporation into Centennial Park, the Property can be left as open space or developed as a parkette with new amenities if future funding becomes available. As the City already maintains the surrounding land as part of regular park maintenance, the financial impact for operating and maintaining the park would be minimal. The proposed acquisition is supported by Official Plan 3.2.3, Policy 1A; as stated by adding new parks and amenities, particularly in grown areas and maintaining, improving and expanding existing parks.
Terms	[see page 4]

Property Details	Ward:	3 – Etobicoke Centre
	Assessment Roll No.:	1919034850002000000
	Approximate Size:	(320 ft x 184 ft ±)
	Approximate Area:	1.25 acres
	Other Information:	Tenanted Bungalow on Site

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:	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):	N/A	
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> 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;
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 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.
12. Easements (City as Grantee):	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
14. Miscellaneous:	<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).	Delegated to a less senior position.
	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications;	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<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:	Stephen Holyday					Councillor:				
Contact Name:	Stephan Holyday					Contact Name:				
Contacted by:	Phone	E-Mail	Memo	X	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Concurs					Comments:				
Consultation with ABCDs										
Division:	Parks, Forestry and Recreation					Division:	Financial Planning			
Contact Name:	Mark Filice					Contact Name:	Filisha Mohammed			
Comments:	Concurs					Comments:	Concurs			
Legal Division Contact										
Contact Name:	Bronwyn Atkinson									
DAF Tracking No.: 2017- 041					Date		Signature			
Recommended by:		Manager: Tim Park			Feb 21 st 2017		Signed By: Tim Park			
<input type="checkbox"/>	Recommended	Director of Real Estate Services			Feb 22 2017		Signed By: 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 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 50M² 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.

Major Terms

Licensor: Her Majesty the Queen in right of Ontario. As represented by the Minister of Infrastructure

Licensee: City of Toronto

Licensed Property: 126 Elmcrest Road;
Legally described as Lot 39, Plan 3387, Etobicoke, City of Toronto, being all of PIN 07425-0019 (LT)

Term: The Licensor hereby grants permission to the licensee to use the lands on a non-exclusive basis for the purpose of the Use only, for a term of forty-five (45) days (**the "term"**) with a commencing date of the 1st day of March 2017 (**the 'Commencement Date'**) and a completion date of the 14th day of April, 2017 (**the 'Completion Date'**) and subject to the terms and conditions set out in this license and which the Licensee hereby accepts and agrees to preform and abide by.

The City agrees that during the term:

- (a) it will make arrangements for access to the Lands with the Licensor at least forty eight (48) hours prior to the commencement of work authorized by the License;
- (b) It shall maintain the lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor;
- (c) it is responsible for obtaining all underground locates on the Lands;
- (d) shall remove all of its materials, equipment, installations and debris, trash and other waste from the lands and restore the Lands to its original condition, and to the satisfaction of the licensor prior to the completion Date. The Licensee shall contact the licensor upon completion of the restoration of the lands to provide the licensor the opportunity to ensure that the conditions of the lands are restored to the Licensor's satisfaction.; and
- (e) it will comply, at its sole expense, with all Federal, Provincial and Municipal laws, by-laws, rules, codes and regulations affecting the Licensed Property and/or its operation and use by the City and those authorized by or under the City, and shall obtain any necessary permits and licenses that may be required for the City's intended use of the Licensed Property

Release and Indemnity

- a) All persons and property at any time on the Lands shall be at the sole risk of the Licensee, and the Licensor shall be not liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Licensee releases the Licensor from all claims and demands in respect of any such loss, damage or injury.
- b) The Licensee shall assume all liability and obligation for any and all loss, damage, or injury (including death) to persons or property that would not have happened but for this Licence or anything done or maintained by the Licensee thereunder or intended so to be, and the License shall at times indemnify and save harmless the Licensor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the licensor is responsible in law from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith. Notwithstanding the above, the Licensee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence of the Licensor.
- c) The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million Dollars (\$5,000,000.00) in order to indemnify the Licensor as provided herein. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and OILC as additional insureds, (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the Commencement Date.

Location Map: 126 Elmcrest Rd

