

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

TRACKING NO.: 2015-136

|  |  |                       |                      |
|--|--|-----------------------|----------------------|
| <input 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:   | Aug 31, 2015   | Phone No.:            | (416) 397 - 7671     |
| <b>Purpose</b>   | To obtain authority to enter into a licence agreement (the "Agreement") with Metrolinx (the "Licensor") for the installation, use, and maintenance of a new underpass for pedestrians and cyclists under the railway line owned by the Licensor for a period of twenty-five (25) years, commencing on the date of execution of the Agreement (the "Term").   |                       |                      |
| <b>Property</b>  | The Licensed Lands are located along the Lower Don River Trail in Lower Don Parklands, between the Don River and the Don Valley Parkway in Ward 30 (Toronto-Danforth). The underpass is located slightly northwest of, and runs parallel to, Wellesley Street East, as outlined area in Schedule "A", Location map of Belleville underpass.  |                       |                      |
| <b>Actions</b>   | <ol style="list-style-type: none"> <li>1. Authority be granted to enter into an Agreement with the Licensor for the Licensed Lands, substantially on the terms and conditions set out below and on any other amended terms and conditions as may be determined by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor;</li> <li>2. The CCO or his or her designate shall administer and manage the Agreement, including the provision of any consents, approvals, waivers, notices and notice of termination provided that the CCO may, at any time, refer consideration of such matters (Including their content) to City Council for its determination and direction; and,</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol> |                       |                      |
| <b>Financial Impact</b>  | <p>The City will pay a license fee of \$3,500 (net of HST) as a one-time payment to Metrolinx for the twenty-five (25) year term under the license agreement. Funding for the license fee is available in the 2015 Council Approved Capital Budget for Parks, Forestry and Recreation's Pan Am Path Capital Account (CPR122-43-07).</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>   |                       |                      |
| <b>Comments</b>  | <p>The Licensee currently maintains the existing underpass and has notified the Licensor of its intention to decommission and demolish the existing underpass in order to accommodate planned improvements.</p> <p>The Licensee already has an agreement with AECOM Canada Ltd. to conduct a third-party review for the Licensor. The Licensor's costs of reviewing and approving the Plans are subject to the aforementioned agreement.</p>   |                       |                      |
| <b>Terms</b>   | See page 4 for Major Terms and Conditions.   |                       |                      |
| <b>Property Details</b>  | <b>Ward:</b>   | 30 - Toronto-Danforth |                      |
|  | <b>Assessment Roll No.:</b>  |                       |                      |
|  | <b>Approximate Size:</b>   |                       |                      |
|  | <b>Approximate Area:</b>   | N/A                   |                      |
|  | <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/REOIs:</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/REOIs.</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:                          | Paula Fletcher                                   |   |        |              | Councillor:   |                    |       |               |       |  |        |  |      |  |       |
| Contact Name:                        | Susan Serran                                     |   |        |              | Contact Name: |                    |       |               |       |  |        |  |      |  |       |
| Contacted by:                        | Phone  | X | E-Mail |              | Memo          |                    | Other | Contacted by: | Phone |  | E-mail |  | Memo |  | Other |
| Comments:                            | Consent  |   |        |              | Comments:     |                    |       |               |       |  |        |  |      |  |       |
| Consultation with ABCDs              |  |   |        |              |               |                    |       |               |       |  |        |  |      |  |       |
| Division:                            | Parks, Forestry, and Recreation                  |   |        |              | Division:     | Financial Planning |       |               |       |  |        |  |      |  |       |
| Contact Name:                        | Julia Murnaghan                                  |   |        |              | Contact Name: | Filisha Mohammed   |       |               |       |  |        |  |      |  |       |
| Comments:                            | Consent  |   |        |              | Comments:     | Consent            |       |               |       |  |        |  |      |  |       |
| Legal Division Contact               |  |   |        |              |               |                    |       |               |       |  |        |  |      |  |       |
| Contact Name:                        | Lisa Strucken                                    |   |        |              |               |                    |       |               |       |  |        |  |      |  |       |
| DAF Tracking No.: 2015 - 136         |  |   |        | Date         |               | Signature          |       |               |       |  |        |  |      |  |       |
| Recommended by: Manager, Wayne Duong |  |   |        | Sept 2, 2015 |               | Sgd.\ Wayne Duong  |       |               |       |  |        |  |      |  |       |
| <input type="checkbox"/>             | Recommended by: Director of Real Estate Services |   |        | Sept 2, 2015 |               | Sgd.\ Joe Casali   |       |               |       |  |        |  |      |  |       |
| <input checked="" type="checkbox"/>  | Approved by: Joe Casali                          |   |        |              |               |                    |       |               |       |  |        |  |      |  |       |
| <input type="checkbox"/>             | Approved by: Chief Corporate Officer             |   |        |              |               | X                  |       |               |       |  |        |  |      |  |       |
|                                      | 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 – Belleville Underpass

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**Licensors:** Metrolinx.

**Licensee:** City of Toronto.

**Property and Licensed Area:** See Schedule "A", location map of Belleville Underpass.

**Use:** Underpass for pedestrians and cyclists.

**Term:** The initial term of the Agreement is twenty-five (25) years, commencing on the date of execution of the agreement. The Licensee is permitted one renewal term of twenty-five (25) years once written notice is provided to the Licensors on or before the expiry of the initial term.

**License Fee:** \$3,500,000 plus HST.

**Financial Implications:** If there is a tax reassessment as a result of the works, the Licensee is required to pay the full amount of any additional charges. Construction costs over the Term are estimated to be one million dollars (\$1,000,000) (from the Pan Am Path capital account).

If temporary or permanent relocation of the works is required to facilitate work by the Licensors or accommodate emergency situations, the Licensors are required to reimburse any relocation costs as follows:

- i) If the Licensors provide written notice at any time prior to the expiry of fifteen (15) years from the date the Licensee accepts the completed works, the Licensors will pay 100% of the relocation costs;
- ii) If the Licensors provide written notice at any time after fifteen (15) years, both parties will share the relocation costs in accordance with a straight line sliding scale of 2.85% per year, as follows:
  - Licensee's share = Relocation costs x 0.0285 x (n-15), where n is the number of years from the day the Licensee accepts the completed works
  - Owners share = Relocation costs – Licensee's share
- iii) Any time after the termination of the Agreement or the expiry of fifty (50) years from the date the Licensee accepts the completed works, the Licensee shall be responsible for 100% of the relocation costs.

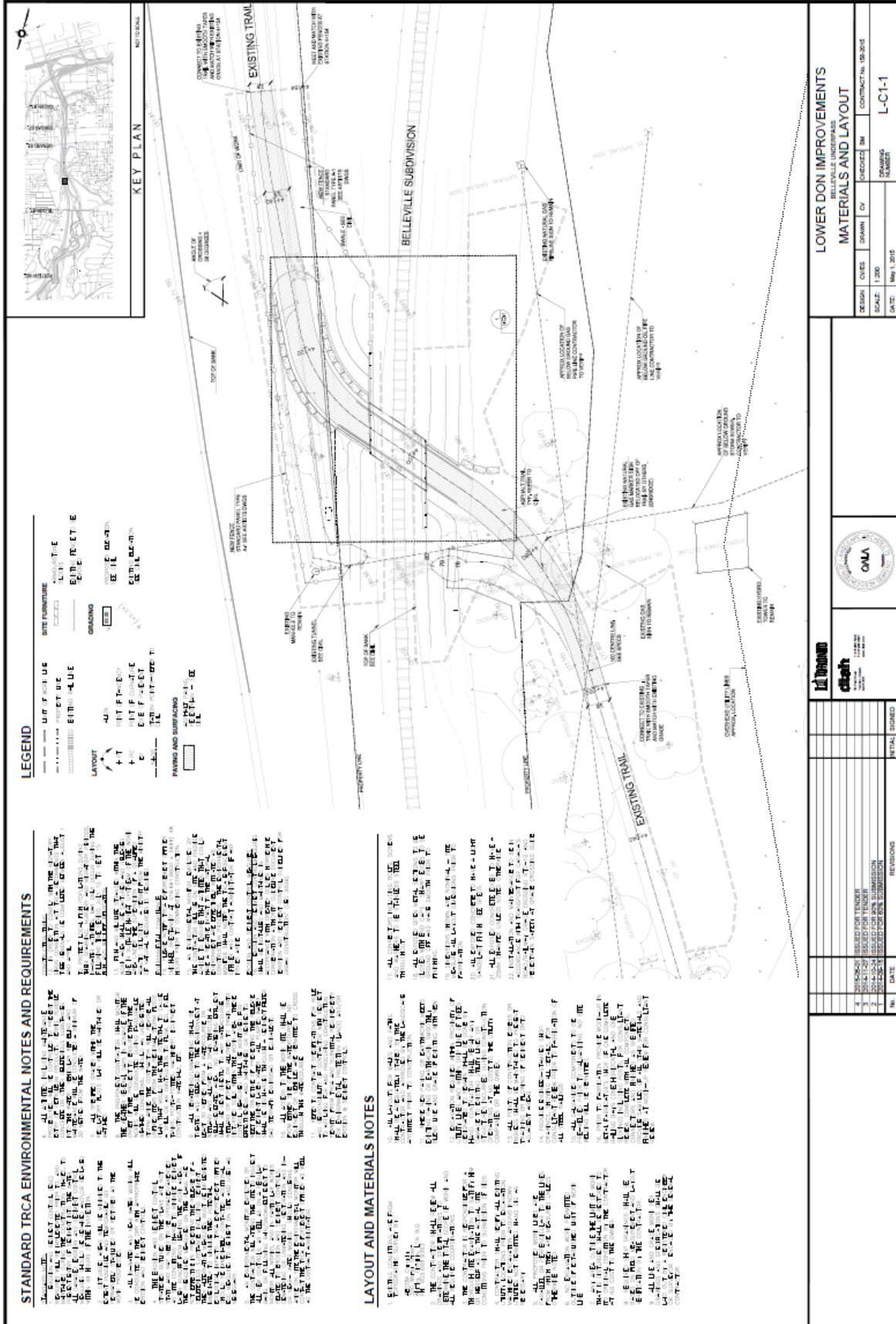
**Indemnity:** The Licensee shall indemnify and hold the Licensors harmless at all times from and against any and all losses, including losses arising from the Licensors' gross negligence.

**Insurance:** Liability Insurance in the amount of ten million dollars (\$10,000,000.00) is to be provided by the Licensee. In addition, Automobile Liability Insurance in the amount of five million dollars (\$5,000,000.00) per accident shall be maintained for all vehicles owned, rented, leased or borrowed by the Licensee. In the event the works contain any liquid or gaseous substances, the Licensee is required to maintain Environmental Impairment Liability in the amount of ten million dollars (\$10,000,000.00).

### Schedule "A" – Location Map of Belleville Underpass



Schedule "B" - Material and Layout Plan of Belleville Underpass



STANDARD TRCA ENVIRONMENTAL NOTES AND REQUIREMENTS

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE TRCA ACT AND REGULATIONS.
- 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TRCA AND LOCAL MUNICIPALITIES.
- 3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.
- 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND VEGETATION.
- 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
- 6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS.
- 7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND GUTTERS.
- 8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING LIGHT FIXTURES.
- 9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNAGE.
- 10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.

LAYOUT AND MATERIALS NOTES

- 1. ALL MATERIALS SHALL BE AS SPECIFIED IN THE DRAWINGS.
- 2. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.
- 3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS.
- 4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND GUTTERS.
- 5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING LIGHT FIXTURES.
- 6. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNAGE.
- 7. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.
- 8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS.
- 9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND GUTTERS.
- 10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING LIGHT FIXTURES.
- 11. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNAGE.
- 12. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.

|        |             |       |    |         |    |                |         |
|--------|-------------|-------|----|---------|----|----------------|---------|
| DESIGN | CHES        | DRAWN | CV | CHECKED | BM | CONTRACT NO.   | 09-2015 |
| SCALE  | 1:500       |       |    |         |    | DRAWING NUMBER | L-C1-1  |
| DATE   | May 1, 2015 |       |    |         |    |                |         |

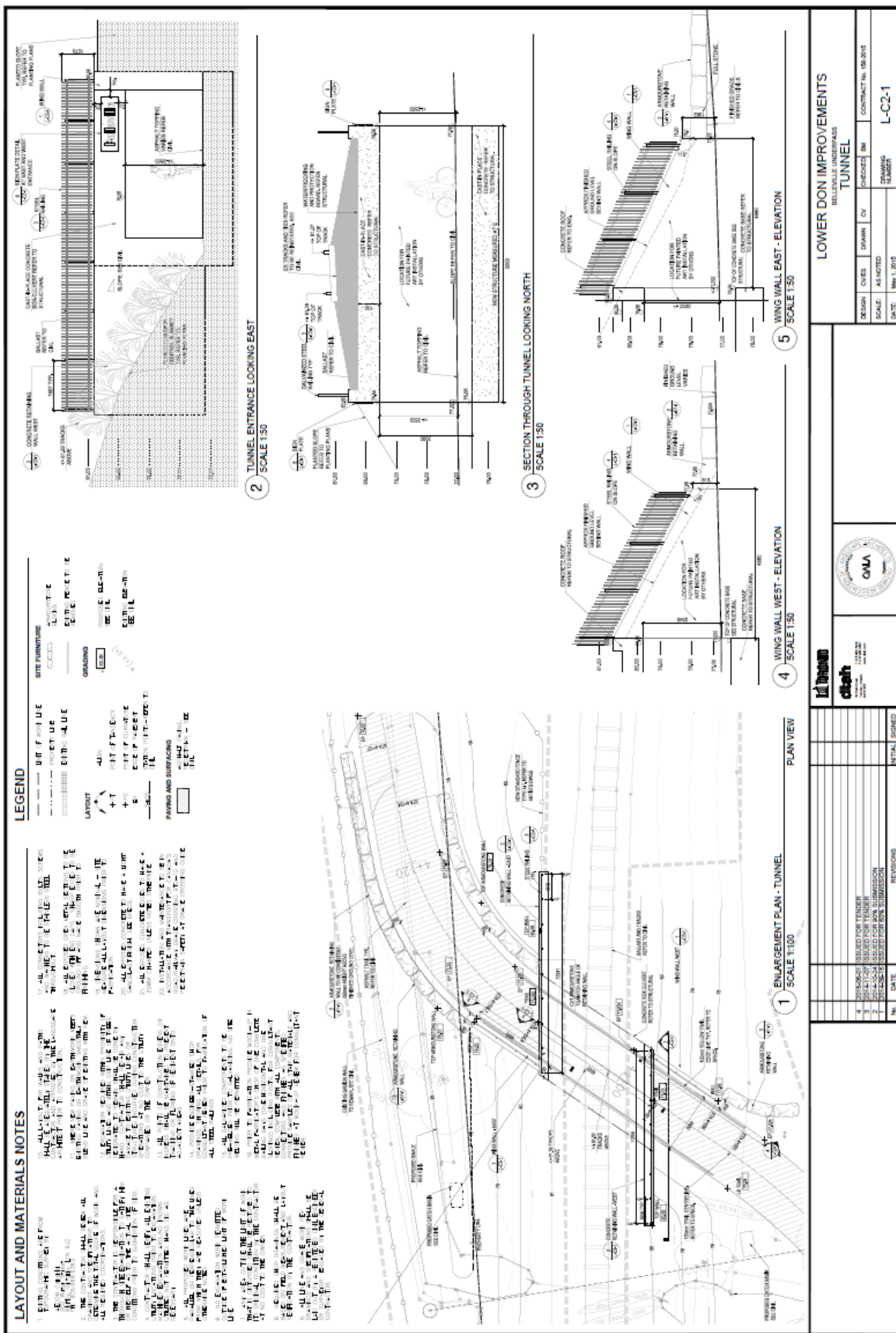
LOWER DON IMPROVEMENTS  
BELLEVILLE UNDERPASS  
MATERIALS AND LAYOUT



| NO. | DATE | REVISIONS         |
|-----|------|-------------------|
| 1   |      | ISSUED FOR TENDER |
| 2   |      | ISSUED FOR TENDER |
| 3   |      | ISSUED FOR TENDER |
| 4   |      | ISSUED FOR TENDER |

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |
|     |      |           |

Schedule "C" – Tunnel of Belleville Underpass



| LOWER DON IMPROVEMENTS |               |           |              |
|------------------------|---------------|-----------|--------------|
| TUNNEL                 |               |           |              |
| DESIGN                 | DRAWN         | CHECKED   | CONTRACT NO. |
| AS NOTED               | DM            | DM        | 19-2015      |
| DATE                   | NO. OF SHEETS | SHEET NO. |              |
| May 1, 2015            | 2             | 2         | L-C2-1       |

**BEAVER HOLLOW**

**CHIEF ENGINEER**

REGISTERED PROFESSIONAL ENGINEER  
STATE OF MISSOURI  
NO. 41511  
EXPIRES 12/31/2017

| NO. | DATE | REVISIONS            | INITIAL | SCORED |
|-----|------|----------------------|---------|--------|
| 1   |      | ISSUED FOR TENDER    |         |        |
| 2   |      | ISSUED FOR TENDER    |         |        |
| 3   |      | ISSUED FOR TENDER    |         |        |
| 4   |      | ISSUED FOR SUBMITTAL |         |        |
| 5   |      | ISSUED FOR SUBMITTAL |         |        |