

DELEGATED APPROVAL FORM
DIRECTOR, REAL ESTATE SERVICES
MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2018-187

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Tatiana Kononova	Division:	Real Estate Services
Date Prepared:	May 9, 2018	Phone No.:	(416) 397-7671

Purpose	To obtain authority to enter into a letter agreement (the "Letter Agreement") with Hydro One Networks Inc. ("Hydro") to approve the use of the lands known as Site 20, Schedule #B10, Scarborough, HONI File No. C 632.538 within the Master Park Licence Agreement, for the purpose of a parking lot extension.
Property	Wexford Hydro Park on Gattineau Hydro Corridor in vicinity of 905 Pharmacy Avenue in Scarborough as shown on Schedule "A" (the "Property").
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the Letter Agreement on the terms and conditions set out herein, and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services and in a form acceptable to the City Solicitor; 2. The Deputy City Manager, Internal Corporate Services or designate shall administer and manage the Licence including the provision of any consents, approvals, waivers and notices, provided that she may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and, 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>There is no financial impact.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>By way of adoption of GM 33.6, City Council at its meeting on August 25, 26 and 27, 2010 authorized the Master License Agreement between the City and the predecessor to OILC, Ontario Realty Corporation, acting as an agent on behalf of Her Majesty The Queen in Right of Ontario, for use of lands in hydro corridors for various parks uses. The proposed multi-use paths are considered 'Parks' use. By way of adoption of GM 20.8, City Council at its Meeting on April 3 and 4, 2013 authorized Staff to enter into agreements with the Licensor using the Licensor's form of indemnity and release language.</p> <p>Pursuant to Section 2 of the Master Licence Agreement OILC agrees to the amendment by adding the Added Lands to the Lands as defined in the Master Licence Agreement, subject to the terms and conditions of the Master Licence Agreement. Through DAF Numbers 2011-224, 2014-219, 2014-220, 2016-184, 2017-256, and 2018-158 25 new parcels (B-37-B-61) have been added to the Lands since the start of the term of the Master Licence Agreement. Through DAF 2016-196 the City entered into a master licence of land renewal agreement for the continued use of the lands on various hydro corridors for parks and recreation uses by the City, commencing January 1, 2016 for a five (5) year term.</p> <p>The City of Toronto submitted a proposal to Hydro One to install an extension to the parking lot on the Gattineau Hydro Corridor within the Master Licence Agreement area known as Site 20, Schedule #B10, Scarborough, HONI File No. C 632.538. The existing parking lot has 96 spaces for users of the sports fields at Ashtonbee Reservoir Park. The parking lot is integral to the operation of the sports fields which are used 7 days per week from May to September every year. The additional parking lot on the Gattineau Hydro Corridor will improve parking availability for users of the sports fields.</p>
Terms	Please see page 4 for the major terms and conditions of the Letter Agreement.

Property Details	Ward:	37 – Scarborough Centre
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	1214 sm
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<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.
12. Easements (City as Grantee):	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
14. Miscellaneous:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input checked="" type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
	Delegated to a more senior position.	<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/Caution
		<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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Councillor Michael Thompson					Councillor:			
Contact Name:	Ihor Wons					Contact Name:			
Contacted by:	Phone	X	E-Mail		Memo		Other		
Comments:	Consent					Comments:			
Consultation with Divisions and/or Agencies									
Division:	PF&R					Division:	Financial Planning		
Contact Name:	Brian Majcenic					Contact Name:	Patricia Libardo		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Vanessa Bacher								

DAF Tracking No.: 2018- 187	Date	Signature
Recommended by:		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	May/11/2018	Sgd.\ Alex Schuler
<input type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	May/14/2018	Sgd.\David Jollimore

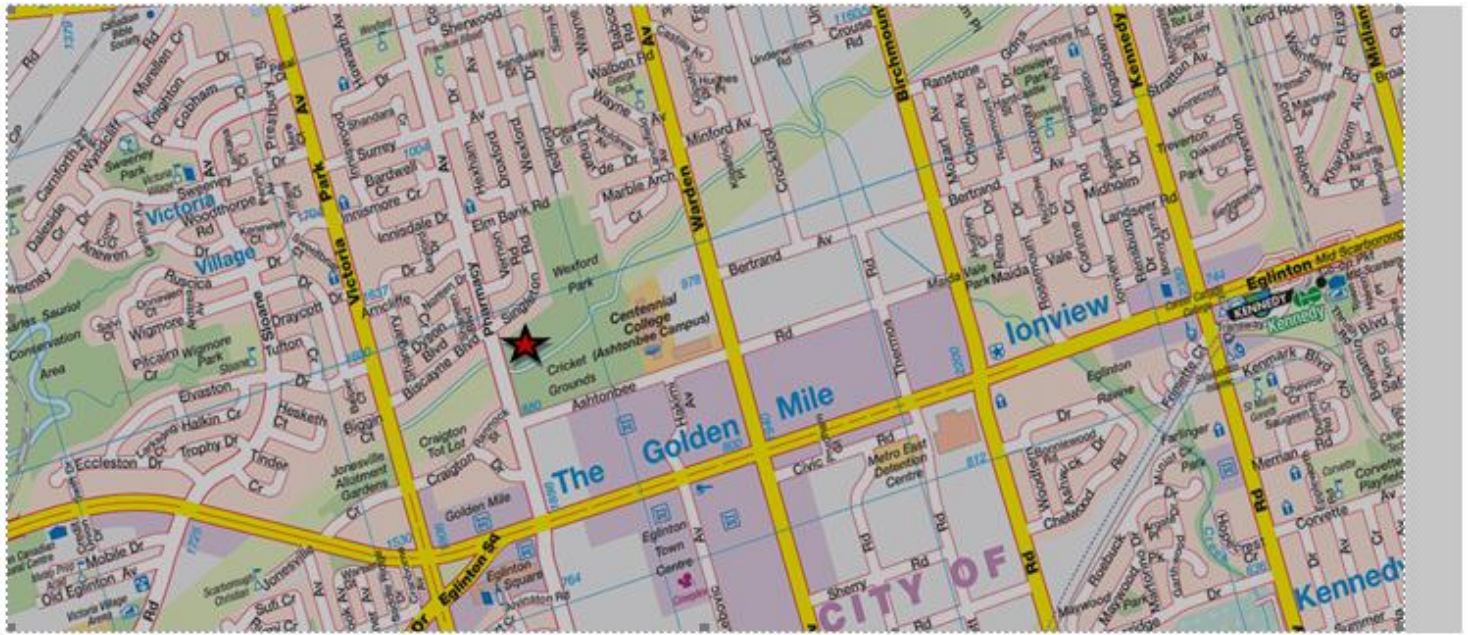
General Conditions ("GC")

- (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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.

APPENDIX "A" Major Terms and Conditions**In addition to all terms and conditions of Master Licence Agreement, the following major terms and conditions are contained in the Letter Agreement.**

1. The parking lot must be designated to restrict access to any large vehicles. The largest permissible vehicle shall not exceed the size of a standard pickup truck/van.
2. Signs must be installed and clearly visible to show that only passenger vehicles are allowed on this expansion of the parking lot.
3. Height restriction barriers must be installed at any entrance way to the parking lot. The barrier is to be a swinging height barrier (2.14m in height and 6m wide) with a padlock. Hydro One shall have an access to the parking lot.
4. Hydro One must install gradient grounding rings for the three transmission structures near the parking lot.
5. Parking should be prohibited within the 15m radius from Structure#27 circuits C2L/C3L.
6. Mountable curbs shall be installed. Curbs are to be placed a minimum of 6 feet inside the property line. Curbs must be pegged in place.
7. A 3.0 meter radius around Hydro One structures must be left unpaved and 15-meter clearance on all sides around transmission structures as measured from the tower legs must be maintained at all times.
8. Construction equipment and personnel working underneath the Hydro One conductors must comply with Hydro One's vertical clearance requirements. All work must comply with the safety and clearance regulations as stated in the Occupational Health and Safety Act (OSHA).
9. No grading /excavation work is to be carried out using heavy machinery within 10 meters of the tower footings; grading within 10m must be carried out by hand or by using a VAC system. For any construction activity within 10 meters of any transmission structures, temporary orange snow fence must be installed (3 meters around tower footprint).
10. Hydro One retains certain access rights including a trail width of 6m.
11. No fill material must be placed on the Hydro One corridor.
12. Drainage flows that exist on hydro corridor lands are to remain unchanged.
13. The City is responsible for maintaining security of the site and for safety of the people working within the corridor.
14. In case of Hydro One emergency work, the City may be required to suspend its operations without notice until Hydro One crews have completed the emergency work.
15. There are various prohibited activities including, but not limited to, buildings, temporary structures (including tents and construction trailers), storage of any material without permission of Hydro One, storage or tipping of garbage, storage or dispensing of gasoline.
16. The City shall restore lands to original pre-lease site condition, e.g. if lands are paved over for parking use, the surface must be restored to grass.
17. The City must contact and obtain written permission from the appropriate Pipeline Company for the proposed use prior to construction.
18. The City is responsible to all other utility permits and permissions which may be required for the proposed use.

Schedule "A" – Location of the Property



Schedule "B" – Proposed Parking lot extension (outlined in bold black)

