

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

TRACKING NO.: 2018-293

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Susan Lin	Division:	Real Estate Services
Date Prepared:	August 22, 2018	Phone No.:	416-392-4135

Purpose	To obtain authority to enter into a Licence with Ontario Infrastructure and Lands Corporation ("OILC") as well as ancillary Terms and Conditions letters with Hydro One Networks Inc. ("HONI") to: (i) allow for access to the Emery Storm Water Quality Control Ponds for maintenance purposes, and (ii) enable the landscaping of lands (the "Emery Creek Multi-Use Trail"), within the Master Park Licence Agreement entered into between the City of Toronto and OILC.
Property	<ol style="list-style-type: none"> The maintenance access area is located within a portion of the Emery Creek Trail, shown as Schedule "A" (the "Maintenance Area"). The landscaping will be performed on the Emery Creek Trail on Finch Hydro Corridor in the vicinity of Weston Road and Finch Avenue West, described as part of Lot 19, Concession 6 West of Yonge Street, Township of York, Former City of North York, City of Toronto, and shown as Schedule "B-61" (the "Landscaping Area").
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a Licence with OILC for the Maintenance Area as well as Terms and Condition letters with HONI (collectively, "the Agreements") for both the Maintenance Area and the Landscaping Area substantially on the terms and conditions outlined 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; The Deputy City Manager, Internal Corporate Services, or her designate, shall administer and manage the Agreements including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Deputy City Manager, Internal Corporate Services may, at any time, refer consideration of such matters to City Council for determination and direction; and The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The total annual cost of the Licence is approximately \$12,519.00 plus HST (approximately \$12,739.00 net of HST recoveries) plus 50% of annual realty taxes, which will be funded from the 2018 Council Approved Operating Budget for Toronto Water under cost centre TW2035.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>On March 30, 2011, by delegated authority (DAF No. 2010-160), lands were acquired in fee simple from Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Infrastructure to construct the storm water management ponds near the convergence of Emery Creek and the Humber River between St. Lucie Drive and Storer Drive, which have since been completed. Toronto Water staff require periodic access to the ponds through the hydro corridor for maintenance purposes. For that purpose OILC is requiring the City to enter into a Licence with a term of five (5) years and HONI is requiring the City to sign a Terms and Conditions letter which sets out provisions required by HONI during the exercise of such access.</p> <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 and trail uses. Through DAF No. 2018-158, a new parcel of land described as a portion of the Finch Hydro Corridor in the vicinity of Weston Road and Finch Avenue West was added to the Master Licence Agreement, subject to the terms and conditions of the Master Licence Agreement. The City now needs to landscape the Landscaping Area and HONI is requiring the City to sign a Terms and Conditions letter which sets out provisions required by HONI during that landscaping process.</p>
Terms	[See page 4]

Property Details	Ward:	7 – York West
	Assessment Roll No.:	Part of 1908-01-2-990-00100
	Approximate Size:	
	Maintenance Access Area:	0.321 ac (1,299 m ² ±)
	Landscaping Area:	8.822 ac (35,701.37 m ² ±)
	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):	<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.
	<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.
	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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<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.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	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:	Giorgio Mammoliti			Councillor:	
Contact Name:	Mike Makrigiorgos			Contact Name:	
Contacted by:	<input checked="" type="checkbox"/> Phone	<input checked="" type="checkbox"/> E-Mail	<input type="checkbox"/> Memo	<input type="checkbox"/> Other	Contacted by:
Comments:	Notified (August 7, 2018)			Comments:	
Consultation with Divisions and/or Agencies					
Division:	PF&R and Engineering & Construction Services			Division:	Financial Planning
Contact Name:	Brian Majcencic and Geoff Cole			Contact Name:	Patricia Libardo
Comments:	Concurs (August 3, 2018)			Comments:	Comments incorporated (August 21, 2018)
Legal Division Contact					
Contact Name:	Michele Desimone (Comments incorporated – August 17, 2018)				

DAF Tracking No.: 2018-293	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	Aug. 23, 2018	Signed by Alex Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Aug. 23, 2018	Signed by 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.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Major Terms and Conditions of Maintenance Licence and Ancillary Terms and Conditions Letter

Term: 5-year term commencing March 1, 2018

Fee: \$12,519.00 plus HST payable annually by Pre-Authorized Debit Payment

Conditions:



- i. City to provide 3 consecutive business days written notice prior to commencing work;
- ii. City to pay 50% of the amount which the Licensor in its sole and absolute discretion, but acting reasonably, determines represents the reasonable allocation or assessment of annual realty taxes;
- iii. City to assume all liability and obligation for any loss that would not have happened but for the Licence and shall release and indemnify the Licensor and Hydro One Networks Inc. from all claims and demands for any such loss, damage or injury;
- iv. City to arrange and maintain liability insurance in the amount of \$5 Million and name the Licensor, Ontario Infrastructure Land Corporation, and Hydro One Networks Inc. as additional insured with a cross liability clause.

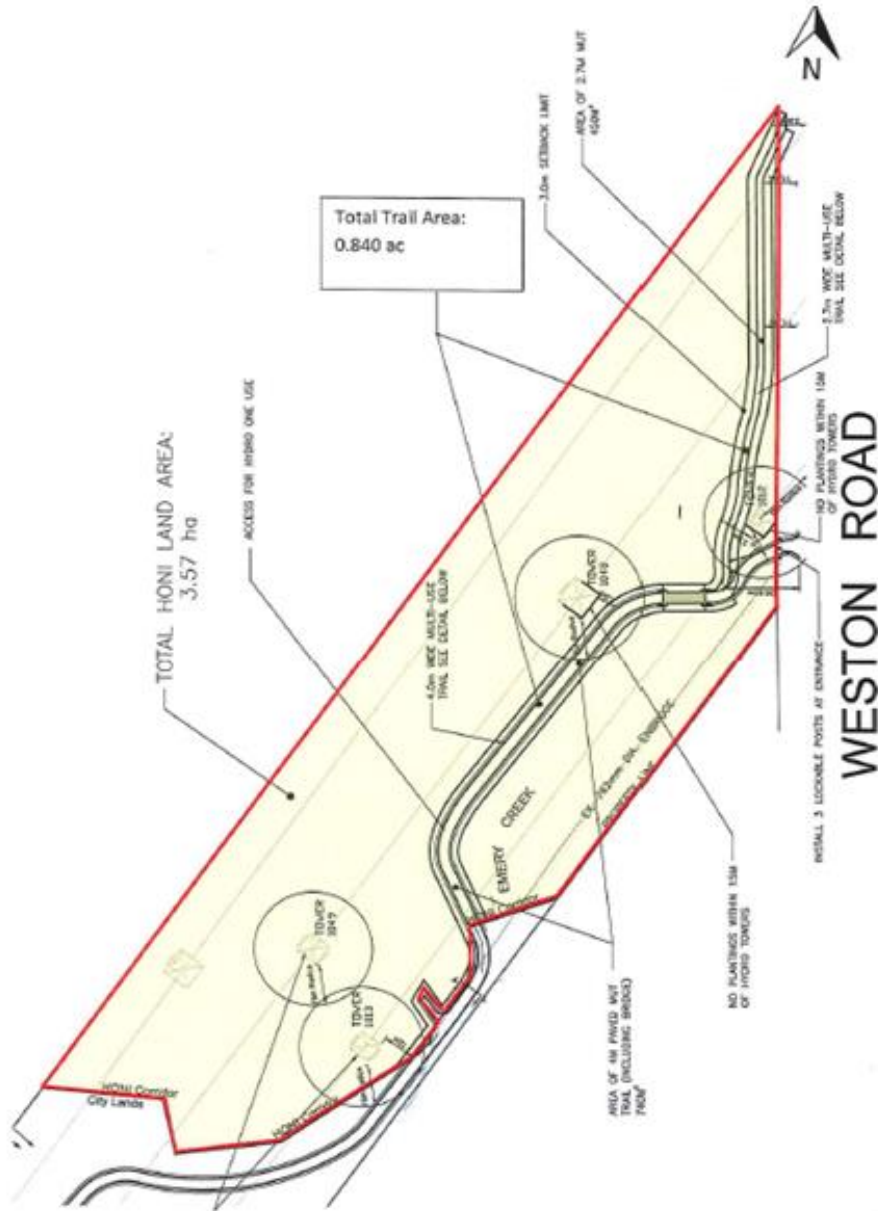
Major Provisions of the Terms and Conditions Letter for Landscaping the New City Trail Area Which has been Added to the Master Licence Agreement Entered into Between the City and Province :

1. The proposed three Silver Maples need to be relocated.
2. During construction, heavy vibratory equipment should not be used.
3. HONI full time access must be arranged during construction
4. Approval from the pipeline company for the proposed use is required and provided to HONI.
5. The installation of signs and warning of overhead high voltage power lines are required as per OHSA. A dedicated signaler may also be required as per OSHA.
6. HONI retains certain access rights including a trail width of 6m.
7. The City is responsible for maintaining security of the site and for safety of the people working within the corridor.
8. In case of HONI emergency work, the City may be required to suspend its operations without notice until HONI crews have completed the emergency work.
9. 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 HONI, storage or tipping of garbage, storage or dispensing of gasoline.
10. The City is responsible to all other utility permits and permissions which may be required for the proposed use.

SCHEDULE "B-61" Finch Hydro Corridor: Emery Creek Trail

Part of Lot 19, Concession 6 WYS
Former City of North York, now City of Toronto
HONI File: North York 632.1-5822

-  Licensed Area (8.822 acres)
-  Trail Area (0.840 acres – taxable area)



Location Map

