

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

**TRACKING NO.: 2018-314**

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:	September 7, 2018	Phone No.:	416-392-4135

<b>Purpose</b>	To obtain authority to enter into a temporary use and access licence agreement (the "Licence") with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (the "Licensor") together with a letter setting out additional terms and conditions (the "Letter") with Hydro One Networks Inc. ("HONI") to allow the City to drill one borehole, use of a temporary staging area and temporary access road for transporting construction materials to build a multi-use trail outside of the hydro corridor lands.
<b>Property</b>	Part of the Hydro Gatineau Corridor Lands, west of Bermondsey Road and south of Eglinton Avenue East, described as Part of Lots 4 and 5, Concession 3, former City of North York, now City of Toronto, shown on Schedule "A" (the "Property").
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into a Licence with and Letter for temporary use and access to the Property to construct a multi-use trail outside of the hydro corridor lands, 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;</li> <li>2. The Deputy City Manager, Internal Corporate Services, or her designate, shall administer and manage the Licence and the Letter 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</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>Total cost to the City will be the one-time licence fee in the amount of \$78,411.83 with HST (\$69,391.00 plus HST or \$70,613 net of HST recoveries). The City will also provide HONI with a security deposit of \$10,000.00 as security against the City's obligations under the Licence. The deposit will be returned on completion of the term provided that the Property is restored to the Licensor's satisfaction.</p> <p>Funding is available in the 2018 Council Approved Capital Budget and Plan for Parks, Forestry and Recreation under project CPR122-46-05.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	By way of adoption of GM 33.6, City Council at its meeting on August 25, 26 and 27, 2010 authorized the Master Licence 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. The Gatineau Hydro Corridor Lands mentioned above were not included in the agreement. Pending an amendment to the Master Licence Agreement, the Licensor has requested the City to enter into a temporary licence to enable the construction of the multi-use trail to begin on the Property. HONI also requires the City to sign the Letter which sets out provisions required by HONI during the construction process.
<b>Terms</b>	<i>[See page 4]</i>

<b>Property Details</b>	<b>Ward:</b>	34 – Don Valley East
	<b>Assessment Roll No.:</b>	Part of 1908-12-1-990-00100
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	1.294 ac (5,237 m <sup>2</sup> ±)
	<b>Other Information:</b>	

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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<b>Delegated to a more senior position.</b>
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:	<b>Delegated to a more senior position.</b>	<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.
	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
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.
	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to a more senior position.</b>	<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:	Denzil Minnan-Wong					Councillor:									
Contact Name:	Nina Zaslavsky					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Notified (September 5 & 7, 2018)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	PF&R					Division:	Financial Planning								
Contact Name:	Brian Majcencic & Ruthanne Henry					Contact Name:	Patricia Libardo								
Comments:	Concurs (August 28, 2018)					Comments:	Comments incorporated (September 4, 2018)								
Legal Division Contact															
Contact Name:	Gloria Lee (Comments incorporated – August 28, 2018)														

DAF Tracking No.: 2018-314	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	Sept. 10, 2018	Signed by Alex Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Sept. 11, 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 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 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").

## Schedule A

### Major Terms and Conditions of Licence Agreement and Ancillary Terms and Conditions Letter

- Licensor: Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure
- Term: 1-year term commencing on September 1, 2018 and expiring on August 31, 2019
- Fee: \$69,391.00 plus HST payable to Ontario Infrastructure and Lands Corporation ("OILC") on or before the commencement date
- Use: To drill one borehole, use of a temporary staging area and temporary access road for transporting construction materials to build a multi-use trail outside of hydro corridor lands.
- Conditions:
- i. City to provide a certified cheque in the amount of \$10,000.00 payable to HONI as security for the City's obligations under this Licence;
  - ii. City to pay all applicable taxes on any and all payments, if required by law;
  - 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 HONI 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, OILC, and HONI 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 construction area must be defined by the installation of temporary fencing. All temporary fencing must be removed when construction has been completed.
2. All installations must be capable of withstanding the weight of heavy construction equipment.
3. A 15m clearance from all tower faces is required unless otherwise noted where this cannot be accomplished. Jersey barriers must be in place 3m from the tower base for added tower protection.
4. Post site inspection prior to the termination date of the Licence is required prior to the security cheque being returned.
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 OHSA.
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 "A"**  
**TEMPORARY USE AND ACCESS**  
**Gatineau Hydro Corridor: from Bermondsey Rd to Metrolinx owned lands**  
**Part of Lots 4 and 5, Concession 3, former City of North York, now City of Toronto**  
**North York C 632.5-6157**



### Location Map

