

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

TRACKING NO.: 2018-198

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:	Allan Mak	Division:	Real Estate Services
Date Prepared:	May 18, 2018	Phone No.:	416-392-8159

<b>Purpose</b>	To obtain authority to enter into a temporary access agreement (the "Agreement") with the Toronto District School Board (the "TDSB") in order to undertake monitor well readings and restoration work to restore the access area relating to a potential acquisition of a permanent easement in relation to Phase 4 of the Basement Flooding Protection Program (as described below). The Access Area is shown in the attached as "Schedule A".
<b>Property</b>	The subject property (part of PIN 21167-0267) is shown on Appendix "B" attached hereto (the "Property"). The Property is a portion of Memorial Park, known municipally as 340 Chaplin Crescent situated on the north side of Chaplin Crescent between Eglinton Ave. W. and Roselawn Ave in the former Village of Forest Hill. The property is connected to the Larry Grossman Forest Hill Memorial Arena, North Preparatory Jr. Public School, a baseball diamond, and includes a track and field used by North Preparatory Jr. Public School and Forest Hill Collegiate Institute.
<b>Actions</b>	<p>It is recommended that:</p> <ol style="list-style-type: none"> <li>1. Authority be granted to enter into the Agreement with the TDSB substantially on the terms and conditions set out below in Appendix 1, on such other terms as may be satisfactory to the Deputy City Manager – Internal Corporate Services or his or her designate, and in a form acceptable to the City Solicitor.</li> <li>2. The Deputy City Manager, Internal Corporate Services or designate shall administer and manage the Agreement including the provision for any consents, approvals, waiver notices, and notices of termination provided that the Deputy City Manager, Internal Corporate Services may, at any time, refer consideration of such matter to City Council for its determination and direction.</li> <li>3. The City Solicitor be authorized to complete the transaction on behalf of the City, including amending and waiving terms and conditions of the Agreement including amending any dates, on such terms as she considers reasonable.</li> <li>4. The appropriate City Officials be authorized and directed to take the necessary action to give effect.</li> </ol>
<b>Financial Impact</b>	<p>There is no financial impact resulting from this approval. The Agreement will be granted to the City for the nominal consideration of \$1.00.</p> <p>The Interim Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>The Basement Flooding Protection Program, as part of Engineering &amp; Construction Services is in the process of designing a storm water storage tank to relieve surcharge in the storm system. This surcharge is a result of trapped overland flow paths as the existing sewer-shed is not close to a receiving watercourse. In an Environmental Assessment completed by SANTEC in August, 2014, Memorial Park was identified as the preferred location for this underground storage tank. Surveying and geotechnical studies are to be completed to start the design of this tank adjacent to an existing tank on TDSB property to mitigate basement flooding in this area.</p> <p>The TDSB and the City had previously entered into a Temporary Access Agreement dated November 27, 2017 to complete survey work and geotechnical investigations at the Property. This work was completed between December 11, 2017 and March 11, 2018 and was authorized by DAF 2017-329. A new agreement is now required to undertake monitor well readings and complete restoration work at the Property.</p>
<b>Terms</b>	See Page 4 – Appendix 1

<b>Property Details</b>	<b>Ward:</b>	Ward 16 – Eglinton-Lawrence
	<b>Assessment Roll No.:</b>	190411301006800
	<b>Approximate Size:</b>	N/A
	<b>Approximate Area:</b>	N/A
	<b>Other Information:</b>	Irregular

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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: N/A</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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</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 \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</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"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</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><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 \$1 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input 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 roads, 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 subject to General Condition (u)).</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/Caution</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. 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:	<b>Councillor Christin Carmichael Greb, Ward 16</b>			Councillor:	
Contact Name:	Brodie Ferguson – Administrative Assistant			Contact Name:	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Other
Comments:	Approved			Comments:	
Consultation with Divisions and/or Agencies					
Division:	<b>Engineering &amp; Construction Services</b>			Division:	<b>Financial Planning</b>
Contact Name:	Grace Tesa			Contact Name:	Patricia Libardo
Comments:	Concurs			Comments:	Concurs, Changes Incorporated
Legal Division Contact					
Contact Name:	Jacqueline Kiggundu				

DAF Tracking No.: 2018-198	Date	Signature
Recommended by: Peter Cheng, Manager, Real Estate Serv.	May 18, 2018	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> <b>Tim Park</b>	<b>May 18, 2018</b>	Signed by Tim Park
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> <b>David Jollimore</b>		X

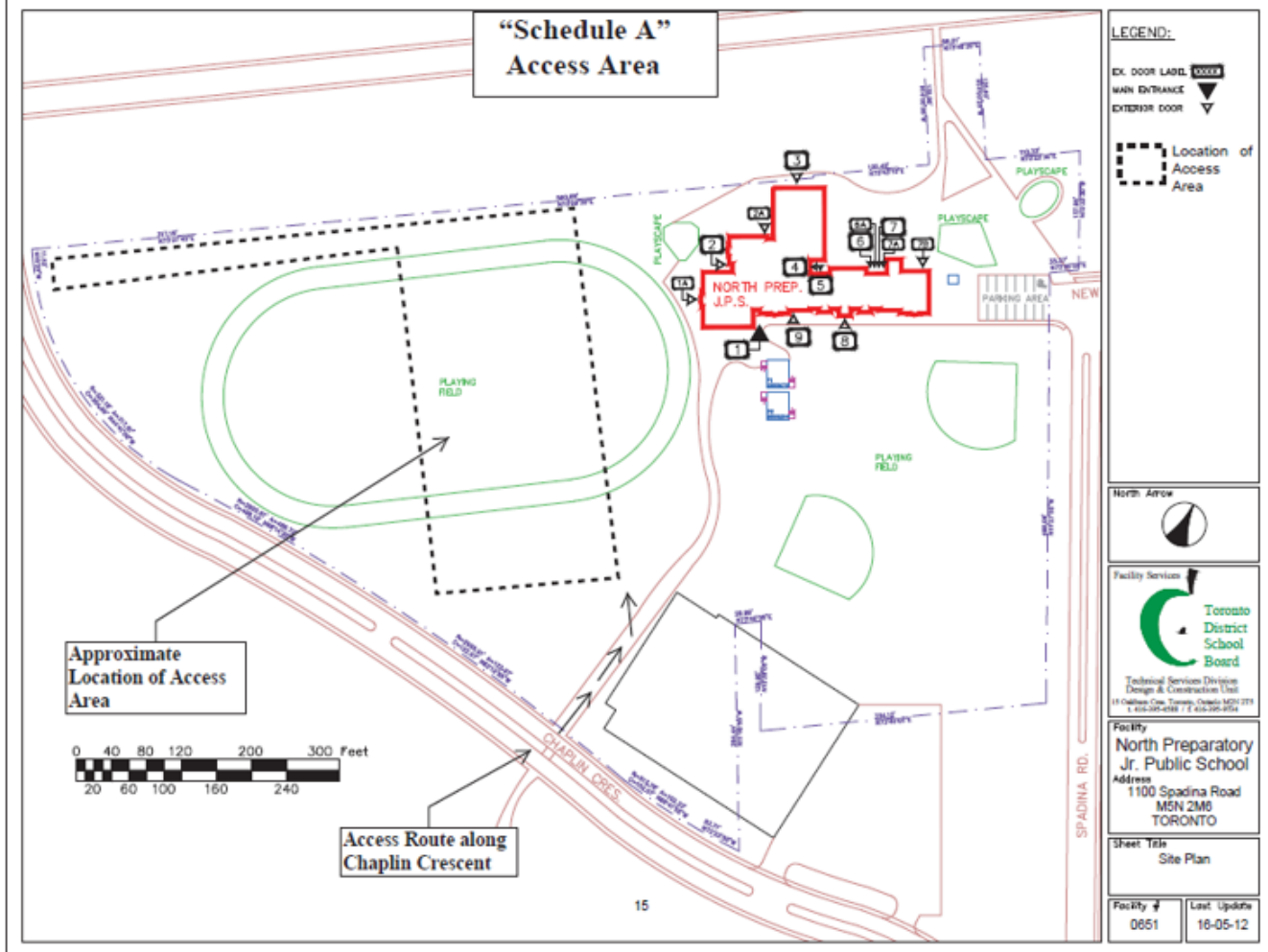
#### General Conditions ("GC")

- (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.

## Appendix 1

<u>Licensor</u>	Toronto District School Board ("TDSB")
<u>Licensee</u>	City of Toronto ("City")
<u>Consideration</u>	\$1.00
<u>Purpose</u>	To undertake monitor well reading and complete restoration work on the Access Area to a condition as reasonably practicable to their condition immediately prior to the City's entry to the access area or to a condition as agreed upon with the TDSB, both parties acting reasonably. The original work was authorized under DAF 2017-329 to conduct surveying work and geotechnical investigations (Activities) to determine the feasibility of the placement of a storm water storage tank within the Access Area including the drilling of nine (9) boreholes and installing monitoring wells. The Access Area will be properly backfilled and/or decommissioned by the City when no longer in use.
<u>Term</u>	Commencing on May 28, 2018 and expiring on February 28, 2019.
<u>Indemnity</u>	City will fully indemnify the TDSB from any claims associated with the granting of this license agreement except to the extent caused by the negligence or willful misconduct of the TDSB or those for whom TDSB is in law responsible.
<u>Insurance</u>	City will maintain at its own expense commercial general liability insurance on an occurrence basis of not less than ten million dollars (\$10,000,000) per occurrence and will name the Toronto District School Board as an additional insured.
<u>TDSB Collective Agreement</u>	<p>The City acknowledges that the TDSB has entered into a collective agreement (the "Collective Agreement") with the Maintenance and Construction Skilled Trades Council (the "Council"), that requires, with certain limited exceptions, that all construction, maintenance and repair work on TDSB Lands, is to be performed by members of the Council or by contractors and subcontractors who have entered into an agreement with the Council.</p> <p>TDSB acknowledges and agrees that the activities (including restoration work and monitoring well readings) shall be excluded from the application of the Collective Agreement and shall be undertaken by the City or its Representatives.</p>
<u>Safety</u>	The City shall erect safety cones and caution tape around the location of Activities

### "Schedule A" – Access Area



**LEGEND:**

- EX. DOOR LABEL
- MAIN ENTRANCE
- EXTERIOR DOOR
- Location of Access Area

North Arrow

Facility Services  
  
 Toronto District School Board  
 Technical Services Division  
 Design & Construction Unit  
 11 Colborne Cres. Toronto, Ontario M2E 2T5  
 T 416-392-4769 F 416-392-4754

Facility  
 North Preparatory Jr. Public School  
 Address  
 1100 Spadina Road  
 M5N 2M6  
 TORONTO

Sheet Title  
 Site Plan

Facility #	Last Update
0651	18-05-12

### Appendix "B" – Location of Subject Property

