

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

TRACKING NO.: 2019-007

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:	Allan Mak	Division:	Real Estate Services
Date Prepared:	January 4, 2019	Phone No.:	416-392-8159

Purpose
 To obtain authority to acquire a permanent easement (the "Easement") for use of a portion of lands owned by Rita Burak and Peter Barnes (the "Owners") for the purpose of completing channel restoration works required to stabilize the channel while restoring its form and function. The works relate to the Parks, Forestry & Recreation (PF&R) division's Mud Creek Reach 6 project (as described below). The Easement Lands are shown in Reference Plan 66R-30111, attached hereto as Appendix "B".

Property
 The property known municipally as 191 Hudson Drive situated on the east side of Hudson Drive. The odd numbered properties along Hudson Drive back onto the Moore Park Ravine / Mud Creek. The subject property, being all of PIN 10393-0258 (LT) is shown on the Location Map, attached hereto as Appendix "C" (the "Property").

- Actions**
1. Authority be granted to obtain the Easement from the Owners on the terms and conditions set out below and in a form acceptable to the City Solicitor.
 2. The Deputy City Manager, Corporate Services or designate (the "DCM") shall administer and manage the Easement including the provision of any consents, approvals, waiver notices, and notices of termination provided that the DCM may, at any time, refer consideration of such matter to City Council for its determination and direction.
 3. The City Solicitor be authorized to complete the transaction on behalf of the City, including amending and waiving terms and conditions of the Easement including amending any dates, on such terms as she considers reasonable.
 4. The appropriate City Officials be authorized and directed to take the necessary action to give effect.

Financial Impact

1. The following costs will be incurred by the City in connection with this transaction:
 - (a) Granting of the Easement for the nominal sum of \$2.00
 - (b) Registration fees and/or Land Transfer Tax of approximately \$300.00
 - (c) Legal Fees up to a maximum of \$2,500.00 (exclusive of HST)
2. Funding is available in the 2018 – 2027 Council Approved Capital Budget and Plan for Parks, Forestry & Recreation under capital project CPR115-48-03.

The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments

In accordance with PW31.14, adopted by City Council on June 10, 2014, the Mud Creek Restoration Project, is a joint project between the Urban Forestry Section of PF&R and the Toronto and Region Conservation Authority ("TRCA"). In Reach 6, PF&R and the TRCA will be restoring a section of Mud Creek (a tributary of the Don River Watershed), south of Moore Avenue. The objectives of this joint project are to address slope instability, ongoing erosion, and blockages to the creek during storm events. The project includes the extension of an existing culvert pipe, slope and channel regrading, filling, and channel erosion control protection with rock and native plants. After construction, TRCA and PF&R will implement a high-quality forest management plan to replace removed trees, increase species diversity, and add to the ecological value of the Moore Park Ravine.

The Easement will be obtained in the name of the City and TRCA will be authorized, pursuant to the terms of the Easement, to enter upon the Property to complete the contemplated work as an agent of the City.

Terms
 See Appendix "A" for Terms

Property Details	Ward:	Ward 11 – University-Rosedale
	Assessment Roll No.:	19 04 102 380 008 00
	Approximate Size:	
	Approximate Area:	165 m ² (1,776.05 ft ²)
	Other Information:	Irregular

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 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 checked="" 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:	Councillor Mike Layton, Ward 11					Councillor:									
Contact Name:	Stephanie Nakitsas, Executive Assistant					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No Concerns					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Parks, Forestry & Recreation					Division:	Financial Planning								
Contact Name:	Raymond Vendrig					Contact Name:	Patricia Libardo								
Comments:	Concurs					Comments:	Concurs								
Legal Division Contact															
Contact Name:	Catherine Thomas														

DAF Tracking No.: 2019-007	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	Jan. 7, 2019	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan. 7, 2019	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Tim Park		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 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").

Appendix "A" – Terms & Conditions

Transferor:	Rita Burak and Peter Barnes
Purchase Price:	\$2.00 (Nominal)
Easement Lands:	Part of 191 Hudson Drive, shown as Part 2 on the attached Reference Plan 66R-30111 (Appendix "B")
Easement Interest:	Permanent easement to access, construct, enlarge, inspect, operate, remove, repair, and replace channel restoration works such as vegetated rock buttresses and armour stone weir as well as to access sections of the watercourse upstream and downstream to complete work on neighbouring properties.
Indemnification:	The City shall fully indemnify the Owner from any and all actions, suits, claims and demands from damages or costs resulting in any way from the granting or exercising of the easement rights.
Restoration:	The City must rid the Easement Lands of invasive vegetation and revegetate with native trees and shrubs following the completion of the works in accordance with a planting plan to be finalized with Transferors input and approval and delivered to the Transferor prior to the commencement of the Works, or as otherwise mutually agreed to in writing.
Other Terms:	<p>The City shall maintain the Works in a good state of repair at all times.</p> <p>The Owner shall not interfere with, impair, obstruct, damage, or destroy any of the channel restoration works or related appurtenances on, in, over, under, or through the Easement Lands.</p> <p>The Owner shall not modify or dig in the Easement Lands without prior written consent of the City.</p>

Appendix "B" – Reference Plan 66R-30111



Appendix "C" – Location of Subject Property

