

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

TRACKING NO.: 2018-355

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:	Jack Harvey	Division:	Real Estate Services
Date Prepared:	December 5, 2018	Phone No.:	(416) 397-7704

Purpose	To obtain authority to enter into an amending agreement (the "Amending Letter Agreement") for the addition of one (1) new area to the master licence agreement between the City of Toronto (the "City"), as Licensee, and Ontario Infrastructure and Lands Corporation (the "Licensor"), referred to herein as the "Master Agreement" for the purpose of a community garden and associated shared access laneway commencing from Christie Street within hydro corridor lands.
Property	Hydro Corridor as shown more particularly in Schedules B-62 and referenced in Schedule "A" in the location map. B-62: Bathurst-Christie Hydro Corridor.
Actions	<ol style="list-style-type: none"> 1. Authority is granted to enter into the Amending Letter Agreement with Ontario Infrastructure and Lands Corporation ("OILC") to add the Added Lands to the Master Agreement between the City and OILC on the terms and conditions contained herein and on those contained in the Master Agreement and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services and in a form acceptable to the City Solicitor; 2. The Deputy City Manager, Corporate Services or designate shall administer and manage the Amending Letter Agreement 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>Pursuant to the Master Agreement, the City must pay the taxes or payment in lieu of taxes (PILT) portion of the licensed areas set out in the Master Agreement. The total additional payment for the area of the Added Lands will be approximately \$929.42 plus HST (or \$945.78 net of HST recoveries) per annum for the remainder of the term of the Master Licence Agreement. As a result of Added Lands the annual PILT payment will increase to \$463,244 plus HST (or \$471,397 net of HST recoveries).</p> <p>Funding is available in the 2018 Council Approved Operating Budget for Parks, Forestry & Recreation under cost center P06827-5215 and future year expenditures will be included in future Budget submissions for Council consideration.</p> <p>The 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 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 Agreement, OILC agrees to the Amending Letter Agreement by adding the Added Lands to the Lands as defined in the Master Agreement, subject to the terms and conditions of the Master Agreement and those terms and conditions contained herein. Through DAF Numbers 2011-224, 2014-219, 2014-220, 2016-184 and 2017-256 24 new parcels (B-37-B-60), 2018-158 new parcels (B61) 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>
Terms	The term of the Amending Letter Agreement as it applies to the Added Lands shall commence on the 8th day of January 2018. The term of the Added Lands shall terminate on the 31st day of December 2020, as provided in the Master Agreement. Except as expressly amended by the Amending Letter Agreement, the terms and conditions of which are listed on Page 4, the Master Agreement remains unamended and in full force and effect.

Property Details	Ward:	11 – University-Rosedale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	0.91 acres
	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/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
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 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 checked="" 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, Transaction Services 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, Corporate Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Mike Layton				Councillor:										
Contact Name:	Stephanie Nakitsas				Contact Name:										
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	advised				Comments:										
Consultation with Divisions and/or Agencies															
Division:	PF&R / Transportation Services				Division:	Financial Planning									
Contact Name:	Brian Majcencic / Jennifer Hyland				Contact Name:	Patricia Libardo									
Comments:	concurrence				Comments:	concurrence									
Legal Division Contact															
Contact Name:	Rebecca Hartley														

DAF Tracking No.: 2018-355	Date	Signature
Concurred with by: N/A		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	Dec. 14, 2018	Signed by Alex Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Tim Park	Dec. 14, 2018	Signed by Tim Park

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, 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").

Terms and Conditions

General

- OILC Environmental Mg't team to be notified when work is going to proceed
- A report on all exaction activities & underlying soil conditions should be provided after completion
- As-built drawings of complete work to be provided to Hydro One & OILC
- Periodic inspection of the soil barriers to be conducted
- Adherence to List of proposed vegetation approved by Hydro
- Underground PVC service must be capable of withstanding the weight of heavy construction equipment

Clearance around Hydro One Structures:

- A 3.0 meter radius around Hydro One structure must be left unpaved
- A 15m clearance on all sides around transmission structure must be maintained
- Adequate overhead transmission line clearance required
- Plants mature height cannot exceed guideline limits

Corridor Conditions and Access:

- No excavation work using heavy machinery within 10 m of tower footings
- Hydro site must be kept free of all debris & equipment which prohibits access
- Construction activities must comply with all Hydro One requirements
- All underground utilities must allow for vehicular traffic to pass over

Storm Water Management

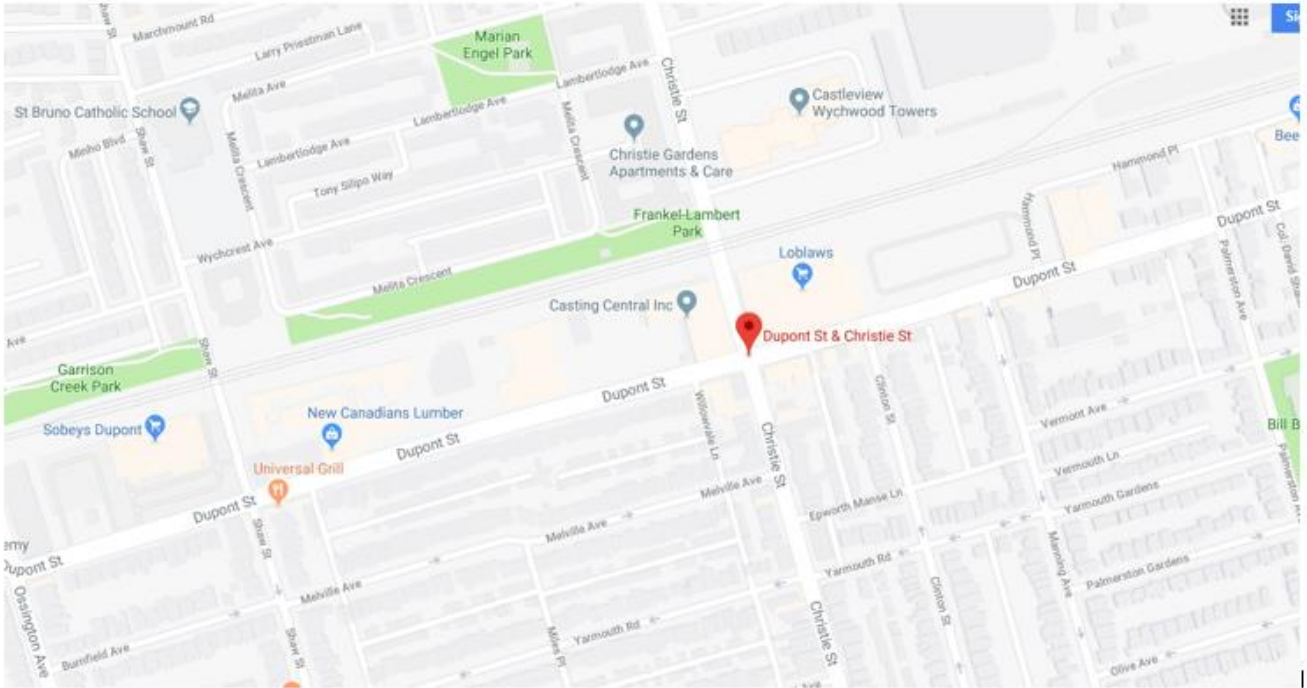
- Shall not interfere with natural drainage patterns
- Any catch basins on the transmission corridor must be located within a paved roadway

Safety & Security

- A mandatory preconstruction meeting with Hydro One Technician must be arranged

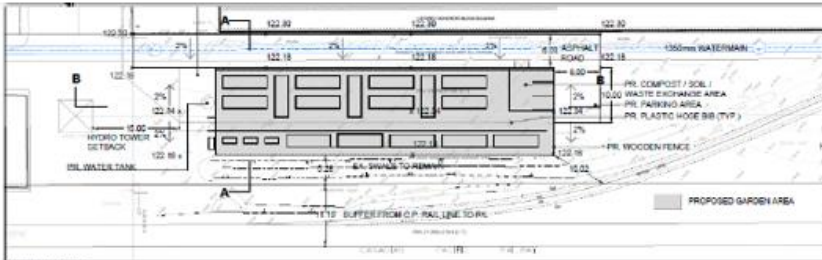
Location Plan Schedule A

(See Attached Location Plan for Schedule "B62")



 Licensed Area (0.91 acres)

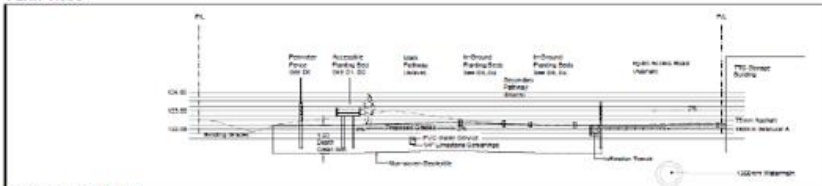
 Taxable Area (0.63 acres)



PLAN 1:500



Note: Boundaries shown are approximations based on available information. This drawing is for information and facility fit purposes only. Not for construction.



SECTION A-A 1:150



SECTION B-B 1:250

