

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

TRACKING NO.: 2018-007

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:	Vinkie Lau	Division:	Real Estate Services
Date Prepared:	February 27, 2018	Phone No.:	(416) 392-3891

Purpose
To obtain authority to enter into a temporary licence agreement (the "Licence Agreement") 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. ("Hydro"), to complete a project that would involve a complete rehabilitation of the sewer South Mimico Sanitary Trunk Sewer over a one (1) year term. The temporary easement agreement required for the purpose of establishing a staging area for rehabilitation of the South Mimico Sanitary Trunk.

Property
1. Hydro corridors south of the Queensway and west of Bonnyview Drive in Etobicoke. These lands are displayed in the attached property sketch (schedule B) containing an approximate total area of 0.67 acres.

Actions
1. Authority be granted to enter into the Licence Agreement and Letter for a one year period, on the terms and conditions set out herein, and such other terms as are acceptable to the Deputy City Manager, Internal Corporate Services and in a form acceptable to the City Solicitor.
2. The Manager of Real Estate Services or their designate shall administer and manage the easement agreement, 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 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
The City will pay a one-time licence fee of \$33,238.89 (net of HST recoveries) to the Licensor relating to the occupation of the property for the period March 1, 2018 – February 28, 2019. The City will also provide Hydro One with a security deposit of \$10,000.00 as security against the City's obligation under the Licence Agreement. This deposit will be returned on completion of the term provided that the Property is restored to the Licensor's satisfaction. Funding is available in the 2018 – 2027 Council Approved Capital Budget & Plan for Toronto Water under project budget number CWW014-16.

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

Comments
Assessment of the South Mimico Sanitary Trunk Sewer has revealed moderate to heavy corrosion, loss of concrete, exposed and damaged reinforcing steel, damaged joints and exposed gaskets. The condition of the sewer is such that a complete rehabilitation is required.

The City requires access to the Properties for the purpose of establishing a staging area to be utilized during the Project. Throughout the term of the Project, trucks will be stationed in the staging areas while the work is being undertaken. The Project will require the removal of trees, which will be replaced at a ratio of 3:1. CH2M has been attained as consultant on the project.

The Manager of Leasing and Site Management in Real Estate Services has secured the written concurrence of Nick Simos, Manager of Development & Portfolio Planning within the Real Estate Services Division.

Terms
Please see schedule A.

Property Details	Ward:	Ward 5 – Etobicoke - Lakeshore
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	0.67 acres
	Other Information:	

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/REOIs:</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 & Parks & 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>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input 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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" 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>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to a more senior position.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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:	Councillor Di Ciano						Councillor:							
Contact Name:	Mary L. Campbell						Contact Name:							
Contacted by:	Phone	X	E-Mail		Memo		Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objection						Comments:							
Consultation with Divisions and/or Agencies														
Division:	Engineering and Construction Services						Division:	Financial Planning						
Contact Name:	Prapan Dave						Contact Name:	Patricia Libardo						
Comments:	No objection						Comments:	No objection						
Legal Division Contact														
Contact Name:	David Eveline													

DAF Tracking No.: 2018-007	Date	Signature
Recommended by: Vinkie Lau		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services, Nick Simos	Apr. 10, 2018	Signed by Nick Simos
<input type="checkbox"/> Approved by: Manager, Real Estate Services, Tim Park	Apr. 12, 2018	Signed by Tim Park
<input type="checkbox"/> Approved by: Director, Real Estate Services 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.

Schedule A
Major Terms and Agreements of Hydro Corridor

- Licensor:** Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure.
- Term:** Twelve (12) Months to commence on March 1, 2018 and conclude on February 28, 2019.
- Insurance:** Liability insurance in the amount of \$5,000,000.00.
- Use:** Sanitary trunk sewer / manhole rehabilitation work and associated temporary access pathways
- Indemnity:** The City will indemnify the Licensor against and will release the Licensor from any claims (including environmental) arising from the Agreement. This is a stringent indemnity in the Licensor's favor, and has been authorized by Report GM 20.8 adopted by Council on April 3 and 4, 2013.
- Environmental:** The Licensee shall only allow environmental contaminants in or on the Property if required for the Licensee's use, and only if the Licensee strictly complies with all environmental laws.
- Site Specific Conditions:** As specified in the "Letter".

Site Specific Conditions:

- City is to ensure no excavation is permitted within 6 metres of the edge of tower footings, near MH322-011-1 and that the maximum depth of excavation must not be deeper than 4 metres.
- The City must provide 15 meter clearance from all tower faces unless otherwise approved by HONI, with the following 2 exceptions: ie. Where access is 2 meters from tower 21 on drawing: ONTARIO HYDRO PROPERTY(1) and 2.44 metres from tower 23 on drawing: ONTARIO HYDRO PROPERTY (2). These two insufficient clearances are approved by HONI provided: a) jersey barriers are installed to ensure protection to the towers, and b) vehicles in these areas must remain at a slow enough speed to ensure no deviation from the access road will occur.
- The corridor must be restored to preconstruction conditions unless otherwise agreed upon, in this case the road is being upgraded and widened and HONI has agreed to this change. All other remediation must take place.
- Must comply with safety and clearance regulations as stated by Occupational health and Safety Act (OHSA);
- The City must contact any current licensee and work out any potential conflicts
- City must adhere to HONI transmission line minimum vertical clearance requirements
- The construction area must be defined by the installation of a temporary fencing;
- The City must have signage on the corridor clearly indicating the overhead dangers that exist;
- No storage of materials permitted within licensed area, including garbage bins
- No aerial installations permitted without prior written approval;
- City must maintain 6m wide access route to HONI structures at all times or risk costs
- Any HONI structures within 10 m of the City's work must have temporary snow fencing
- 72 hours advanced Notice required by HONI prior to work commencement
- HONI may have representatives on-site during work at City's cost
- City shall not pile snow on HONI lands in excess of two metres high or closer than 8 m to HONI infrastructure
- City responsible for all underground locates
- HONI can terminate license on 7 days written notice
- The City must contact Hydro One once work is complete and site has been restored for a post site inspection prior to the termination date in the licence in order to have the security deposit returned.

