

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

TRACKING NO.: 2019-085

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:	Leila Valenzuela	Division:	Real Estate Services
Date Prepared:	May 3, 2019	Phone No.:	416-392-7174

**Purpose** To obtain authority to enter into a License Agreement with Enbridge Gas Inc. over a portion of 155 Bayview Avenue for the purposes of access, parking, storage and construction staging to facilitate the Don River 30-Inch Natural Gas Pipeline Replacement Project (the "Project").

**Property** 155 Bayview Avenue (the "Property") which is partially owned by the City of Toronto and Toronto & Region Conservation Authority (TRCA). The licensed area is located on northern portion of the Property, shown outlined in solid black on Appendix 'B' (the "Licensed Area").

- Actions**
1. Authority be granted to enter into a License Agreement with Enbridge Gas Inc. for the use of the Licensed Area, substantially on the terms and conditions set out on page 4, and such other or amended terms and conditions as may be deemed appropriate by the Director of Real Estate Services (the "Director"), and in a form satisfactory to the City Solicitor.
  2. The Director or his designate shall administer and manage the License Agreement, including the provision of any consents, extensions, approvals, waivers, notices, and notice of termination, provided that the Director may, at any time, refer consideration of such matters to City Council, for its determination and direction.
  3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

**Financial Impact** The City will receive \$547,481.00 (exclusive of HST) in licence fees for the full term. Assuming the Licence Agreement is extended up to maximum of 6 months, the City will receive additional licence fees in the total amount of \$378,468.00 (exclusive of HST). The proceeds will be contributed to the Parks, Forestry and Recreation (Cost Centre: P10227).

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

**Comments** Enbridge Gas Inc. will be replacing a segment of 30-inch natural gas main currently located on an aging utility bridge that spans the Don River with a new gas pipeline to be located under a portion of the Don River traversing City and TRCA owned lands to the east of Don River, south of Bayview Avenue. While Enbridge is working with the City and TRCA in obtaining permanent easement for the installation of the new pipeline, Enbridge require temporary occupancy of the Licensed Area to facilitate the Project. The Licensed Area is currently being utilized as a dog off-leash area (DOLA) under the operational management of Parks, Forestry & Recreation (PF&R).

The Licensed Area is partially owned by the City and TRCA. Pursuant to a 1961 Management Agreement between the City and TRCA, the City (under the operational management of PF&R) manages TRCA lands for parks and recreations purposes. PF&R has no concerns with providing the proposed licence agreement to Enbridge conditional on the terms and conditions set out on page 4. PF&R has requested that Enbridge provide signage in the park notifying the temporary closure of the DOLA and location of nearest alternative DOLA. TRCA has provided its consent to this licence to Enbridge.

**Terms** Real Estate Services staff consider the major terms and conditions of the Licence Agreement contained on page 4 to be fair, reasonable, and reflective of market value.

<b>Property Details</b>	<b>Ward:</b>	13- Toronto Centre
	<b>Assessment Roll No.:</b>	1904-07-1-560-03837
	<b>Approximate Size:</b>	Irregular
	<b>Approximate Area:</b>	1,630.6 m <sup>2</sup> (17,551.62 ft <sup>2</sup> )
	<b>Other Information:</b>	Licence fee is applicable only to 1,562.7 m <sup>2</sup> (16,820.75 ft <sup>2</sup> )

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/Licensors):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.	<input checked="" 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 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, 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:	Kristyn Wong-Tam			Councillor:	Paula Fletcher (ward boundary)	
Contact Name:	Tristan Downe-Dewdney			Contact Name:	Susan Baker	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo	Other
Comments:	No objections (Jan. 25/19)			Comments:	Has been notified (Jan 25, March 18, 25 & 26, 2019)	
Consultation with Divisions and/or Agencies						
Division:	Parks, Forestry & Recreation / Waterfront Secretariat			Division:	Financial Planning	
Contact Name:	Terence Liu / Michael Noble & David Stonehouse			Contact Name:	Lauren Birch	
Comments:	No concerns (May 2, 2019)			Comments:	Comments have been incorporated (May 2, 2019)	
Legal Division Contact						
Contact Name:	David Eveline (2-2887) (May 2/2019)					

DAF Tracking No.: 2019- 085	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services</b> <b>Peter Cheng</b>	May 3, 2019	Signed by Peter Cheng
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Acting Director, Real Estate Services</b> <b>Nick Simos</b>	May 3, 2019	Signed by Nick Simos

#### 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 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").

## APPENDIX A

### Major Terms and Conditions

<b>Property:</b>	Portion of 155 Bayview Avenue – Dog Off-Leash Area at Corktown Commons
<b>Property Owners:</b>	Partly owned by City of Toronto and Toronto & Region Conservation Authority (TRCA)
<b>Licensor:</b>	City of Toronto
<b>Licensee:</b>	Enbridge Gas Inc.
<b>Term:</b>	8 months and 19 days commencing May 13, 2019 and terminating on January 31, 2020
<b>Renewal Option:</b>	Monthly thereafter to a maximum of six (6) months upon written notice to the Licensor within 30 days prior to the expiry of the Term
<b>License Fee:</b>	\$547,481.00 for the Term. Fee for the monthly extension shall be \$63,078.00 per month
<b>Licensed Area:</b>	Approx. 1,630.6 m <sup>2</sup> (17,551.62 ft <sup>2</sup> ). Licence fee is only applicable to 1,562.7 m <sup>2</sup> (16,820.75 ft <sup>2</sup> )
<b>Use:</b>	Access, construction staging, marshalling, and storage of vehicles, equipment and materials associated with the Project.
<b>Insurance:</b>	The Licensee shall obtain and maintain: <ul style="list-style-type: none"> <li>- Comprehensive General Liability, in the amount of not less \$5,000,000.00 per occurrence</li> <li>- Standard Automotive Liability coverage with a limit of at least \$2,000,000.00</li> <li>- City &amp; TRCA should be added as additional insured</li> </ul>
<b>Indemnification:</b>	The Licensee covenants to indemnify and save harmless the City & TRCA from any and all losses, damage, and injury (including property damage, personal injury, bodily injury and death), either directly or indirectly arising from the Licensee's occupation of the Licensed Area.
<b>Early Termination Rights:</b>	Each party may terminate upon giving 30 days written notice to the other party
<b>Restoration:</b>	The Licensee shall, at its sole cost and expense, and to the satisfaction of the Deputy City Manager, Corporate Services or her designate, remove all of the Licensee's chattels and restore the Licensed Area to the same condition it was in prior to commencement of the License.
<b>Other:</b>	The access road within the Licensed Area is subject to existing Park Access Agreement with a third party, and as such, sufficient area for vehicle access in the Access Road area shall remain clear and unobstructed.  There shall be no digging, excavating, grading or altering upgrades, unless otherwise permitted by TRCA.

### APPENDIX 'B' LOCATION MAP/SKETCH

