

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

TRACKING NO.: 2019-118

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:	Rutvik Pandya	Division:	Real Estate Services										
Date Prepared:	April 3, 2019	Phone No.:	416 338-5812										
Purpose	To obtain authority to enter into a temporary use and access license agreement (the "License Agreement") with Her Majesty the Queen in Right of Ontario as represented by The Minister of Government and Consumer Services (the "Licensor") together with a letter setting out additional terms and conditions (the "Letter") with Hydro One Networks Inc. ("Hydro"), that will allow an electromagnetic study and stage 2 archeological assessment on the Finch Hydro Corridor from Pharmacy Avenue to Birchmount Road.												
Land	Lot 31, 32, 33, 34, Concession 4 in the former City of Scarborough (the "Property") as shown on Schedule "A"												
Actions	It is recommended that: <ol style="list-style-type: none"> 1. Authority is granted to enter into the License Agreement and Letter which shall be substantially on the terms and conditions set out herein, and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services ("DCM"), and in a form acceptable to the City Solicitor; 2. The DCM or his/her designate administer and manage the License Agreement including the provision of any consents, approvals, waivers, amendments, notices and notices of termination provided that the DCM 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	<p>The City will pay a one-time license fee of \$1,500.00 (plus HST) to the Licensor relating to the occupation of the Property for the period March 18, 2019 to March 17, 2020. HONI will carry over the \$10,000 security deposit under expired licence agreement 632.5-5856 and apply it to licence agreement 632.5-6589. 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 2019-2028 Approved Capital Budget & Plan for Transportation Services under the Bike Plan Trails capital account (CTP817-05-127).</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>												
Comments	The City requires access to the Property to conduct Stage 2 Archeology investigation and an electromagnetic study on the Finch Hydro Corridor as part of the project to construct a multi-use trail.												
Terms	N/A												
Property Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Ward:</td> <td style="padding: 5px;">22</td> </tr> <tr> <td style="padding: 5px;">Assessment Roll No.:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Approximate Size:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Approximate Area:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Other Information:</td> <td style="padding: 5px;"></td> </tr> </table>			Ward:	22	Assessment Roll No.:		Approximate Size:		Approximate Area:		Other Information:	
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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/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 & Parks & Open Space Areas of Official Plan:</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/REOs.</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:		
<ul style="list-style-type: none"> 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:		
<ul style="list-style-type: none"> 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:	Jim Karygiannis					Councillor:			
Contact Name:						Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Not consulted					Comments:			
Consultation with Divisions and/or Agencies									
Division:	ECS					Division:	Financial Planning		
Contact Name:	Anisha Patel					Contact Name:	Lauren Birch		
Comments:	Acknowledgement of T&C – 04/08/2019					Comments:	Concurred – 04/25/2019		
Legal Division Contact									
Contact Name:	Gloria Lee - Final DAF revision – 04/23/2019								

DAF Tracking No.: 2019-118	Date	Signature
Concurred with by:		
<input type="checkbox"/> Recommended by: Manager, Property Management and Lease Administration <input checked="" type="checkbox"/> Approved by: Alex Schuler	April 30, 2019	Signed by Alex Schuler
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	April 30, 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, 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").

Major Terms and Agreements of Hydro Finch Corridor (Pharmacy to Birchmount)

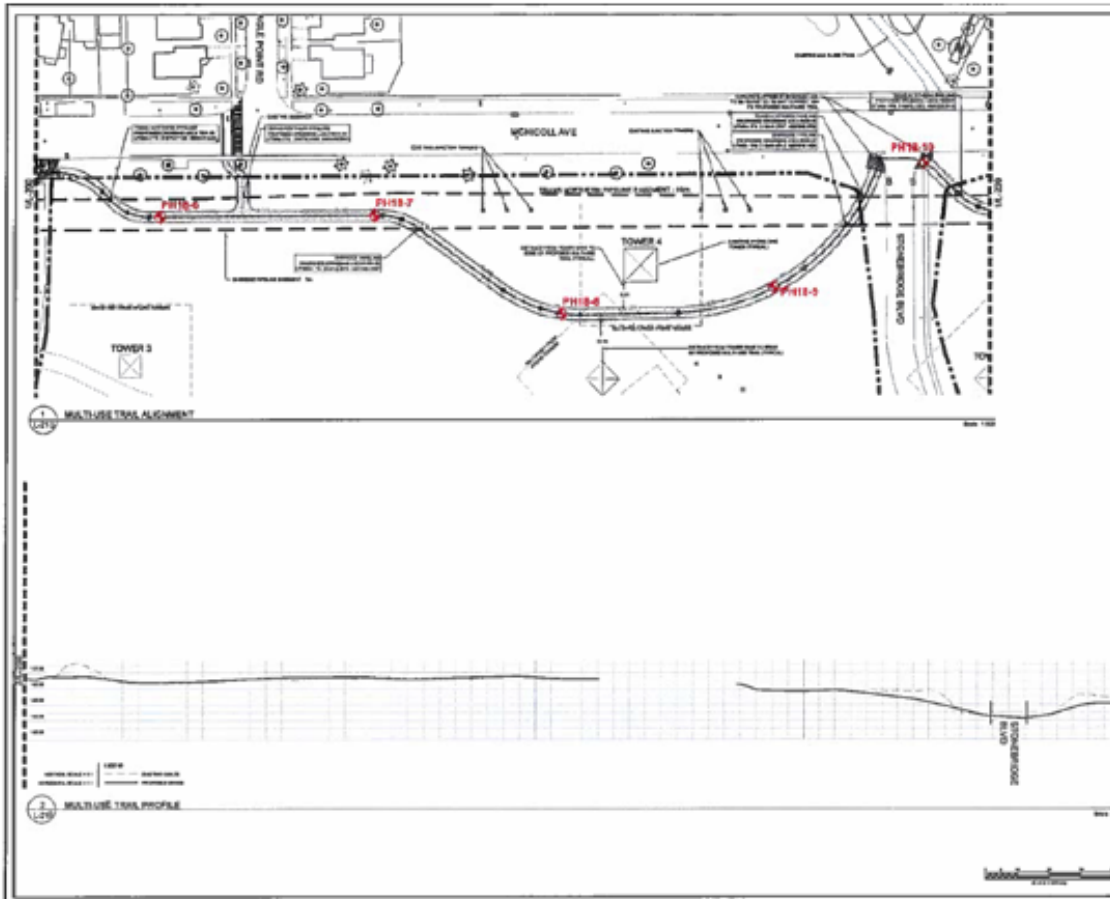
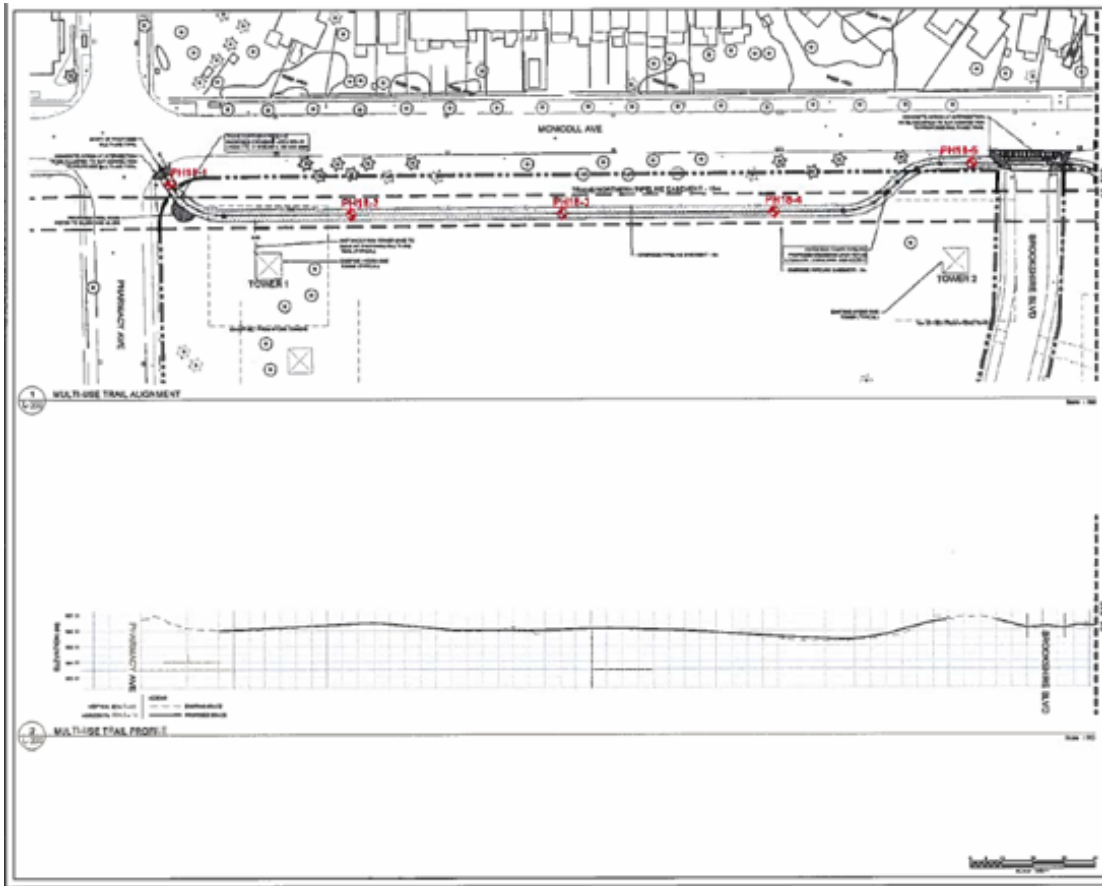
Licensor:	Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure.
Term:	Twelve (12) Months to commence on March 18, 2019 and conclude on March 17, 2020.
Insurance:	Liability insurance in the amount of \$5,000,000.00.
Use:	To conduct electromagnetic study and stage 2 archeological assessment.
Indemnity:	The City will indemnify the Licensor against and will release the Licensor from any loss, damage, or injury, including the loss of life arising from the License Agreement to the extent that any loss, damage or injury does not arise from the Licensor's gross negligence.
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.

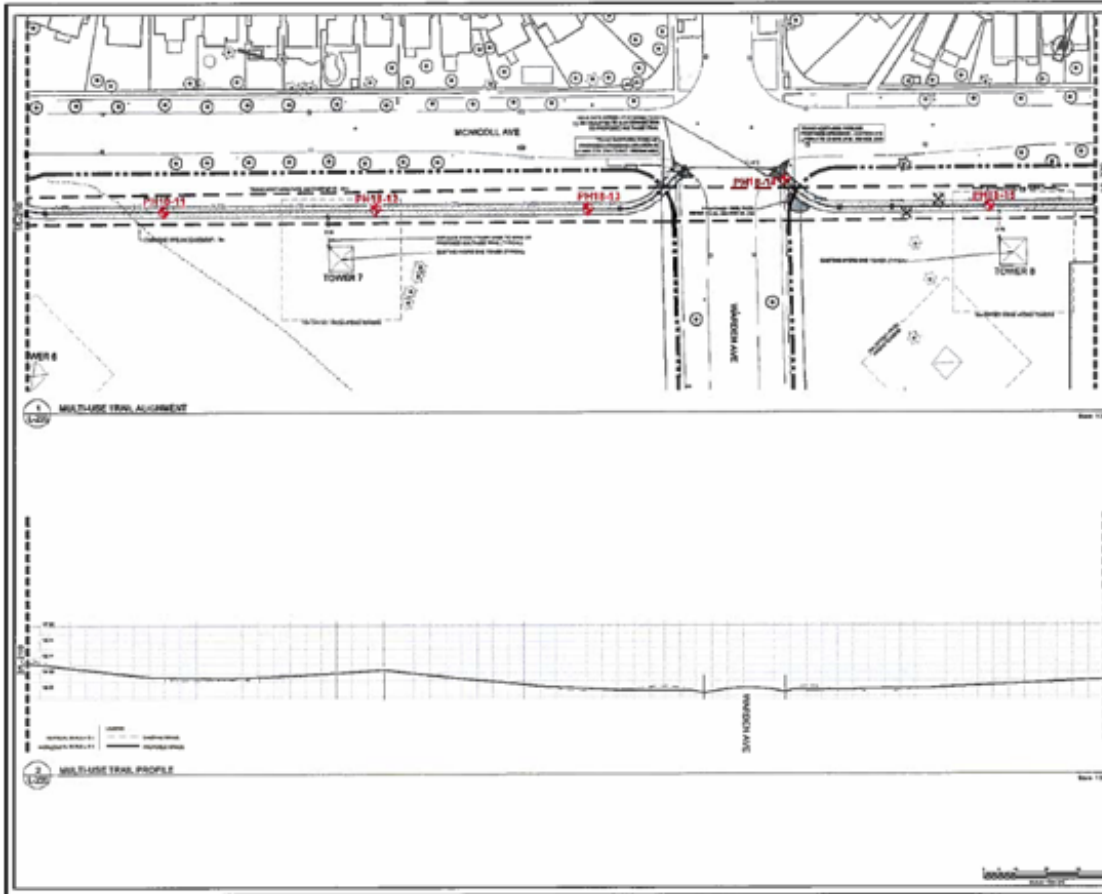
Site Specific Conditions:

- Must comply with safety and clearance regulations as stated by Occupational health and Safety Act (OHSA);
- The City must contact and obtain written permission from the appropriate pipeline company and any other licence holders for the proposed use prior to construction;
- Any changes in grade must be approved;
- 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;
- Garbage bin are not to be stored on the transmission corridor;
- Excavation within 10m of the tower footings must be hand dug or the utilization of Hydro-Vac; and
- 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.
- The probe holes and test pits areas must be defined by the installation of 4.0ft temporary fencing.
- Probe holes and test pits must be filled nightly prior to exiting the site unless a secure barrier has been put in place to eliminate any safety risk

Schedule "A"
Site Location Map







LEGEND:

P10B-11 PROPOSED BOREHOLE LOCATION AND DESIGNATION
+ 1.0 m DEPTH

BOREHOLE LOCATION PLAN

GEOTECHNICAL INVESTIGATION
Finch Hydro Corridor Multi Use Trail
Toronto, ON

DATE: JULY 2018

SCALE: AS SHOWN

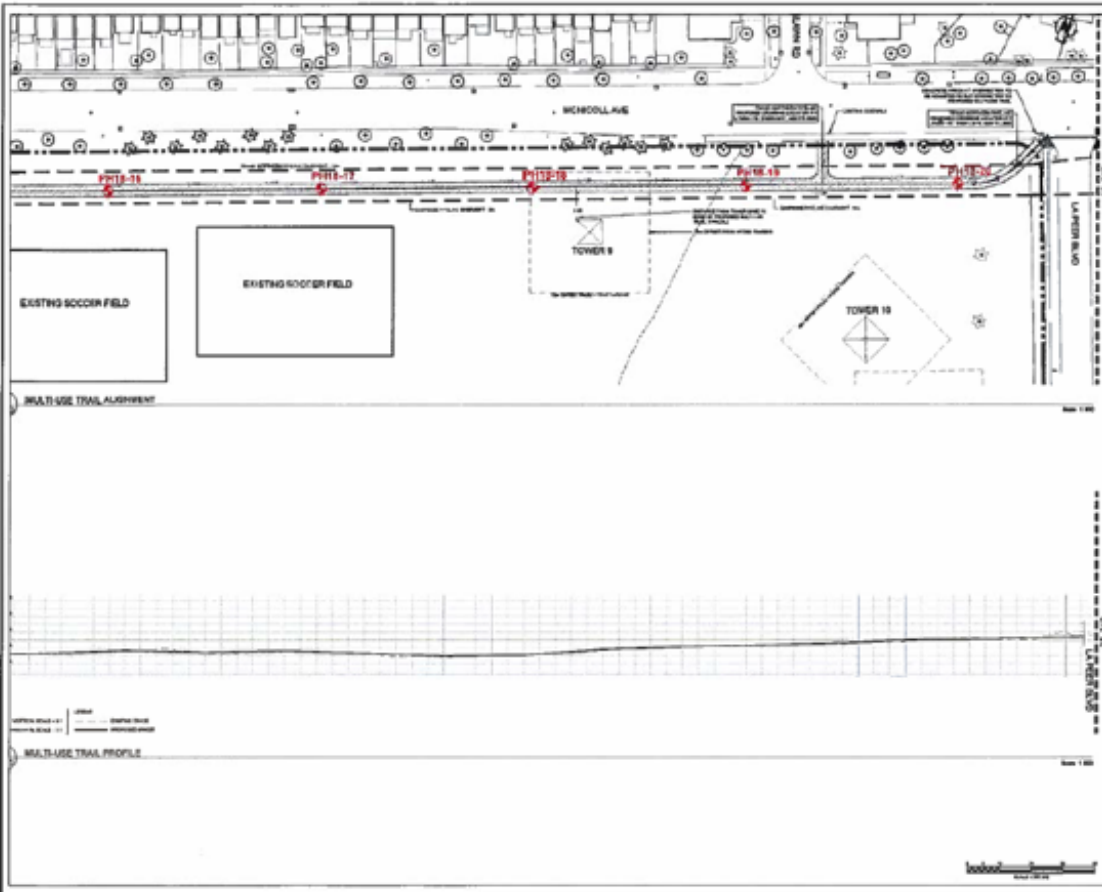
PROJECT: P10-0000-02

FILE NO.

wsp

FIGURE
3

Schedule "A"



LEGEND:

P11B-11 PROPOSED BOREHOLE LOCATION AND DESIGNATION
+ 1.0 m DEPTH

BOREHOLE LOCATION PLAN

GEOTECHNICAL INVESTIGATION
Finch Hydro Corridor Multi Use Trail
Toronto, ON

DATE: JULY 2018

SCALE: AS SHOWN

PROJECT: P11-0000-02

FILE NO.

wsp

FIGURE
4

Schedule "A"

