

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

TRACKING NO.: 2019-244

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:	September 18, 2019	Phone No.:	416-392-8159

Purpose	To obtain authority to enter into a License Agreement (the "License") with Parc Downsview Park Inc. (the "Licensor") in order to allow the City to alter the William Baker Trail on the Licensor's property by removing the existing connection to Keele Street and constructing a new dual connection to the bicycle lanes on Dovehouse Avenue.
Property	The property is a portion of the William Baker Woodlot area of Downsview Park located approximately at Keele Street and Dovehouse Avenue (North of Keele Street and Sheppard Avenue West), shown on Appendix "B" attached hereto (the "License Area").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the License with the Licensor on the terms and conditions set out below, and on such other or amended terms as may be satisfactory to the Director, Real Estate Services (the "Director"), and in a form acceptable to the City Solicitor. 2. The Director or designate shall administer and manage the License including the provision of any consents, approvals, waiver notices, and notices of termination provided that the Director may, at any time, refer consideration of such matter to City Council for its determination and direction.
Financial Impact	<p>There is no financial impact resulting from this approval. The License will be granted to the City for the nominal consideration of \$1.00.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>At its meeting of June 26, 2018, City Council adopted Item PW30.6, "Cycling Network Plan: York University, Downsview, and other Neighbourhoods", authorizing the installation of cycling infrastructure at multiple locations including the License Area as part of Transportation Services' Ten Year Cycling Network Plan.</p> <p>The purpose of the trail connection on the License Area is to provide a safe, comfortable and intuitive connection between pedestrian and cycling infrastructure on City streets (Dovehouse Avenue and Keele Street) and a multi-use trail on the Licensor's property. This small, but vital piece of land allows the City and its consultants to design AODA compliant infrastructure, fully separating pedestrian and cyclists at an intersection with a mix of users including a bus stop, a school, residential properties and commercial properties.</p> <p>The City will complete the construction of the trail connection and have access to the site during the construction warranty period. The Licensor will be responsible for maintaining the portion of the trail built within the License Area after construction.</p>
Terms	See Appendix "A" for Terms

Property Details	Ward:	Ward 6 – York Centre
	Assessment Roll No.:	N/A
	Approximate Size:	
	Approximate Area:	675.0 m ² (7265.64 ft ²)
	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/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 checked="" 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 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:	Councillor James Pasternak, Ward 8			Councillor:	
Contact Name:	Arni Olafson, Chief of Staff			Contact Name:	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Other
Comments:	No Concerns (August 21, 2019)			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Transportation Services			Division:	Financial Planning
Contact Name:	Adam Popper			Contact Name:	Filisha Jenkins
Comments:	Concurs (September 18, 2019)			Comments:	Concurs (August 21, 2019)
Legal Division Contact					
Contact Name:	Charlene Farrugia				

DAF Tracking No.: 2019-244	Date	Signature
Concurred with by: Manager, Real Estate Services Peter Cheng	Sept. 20, 2019	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Sept. 20, 2019	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos		X

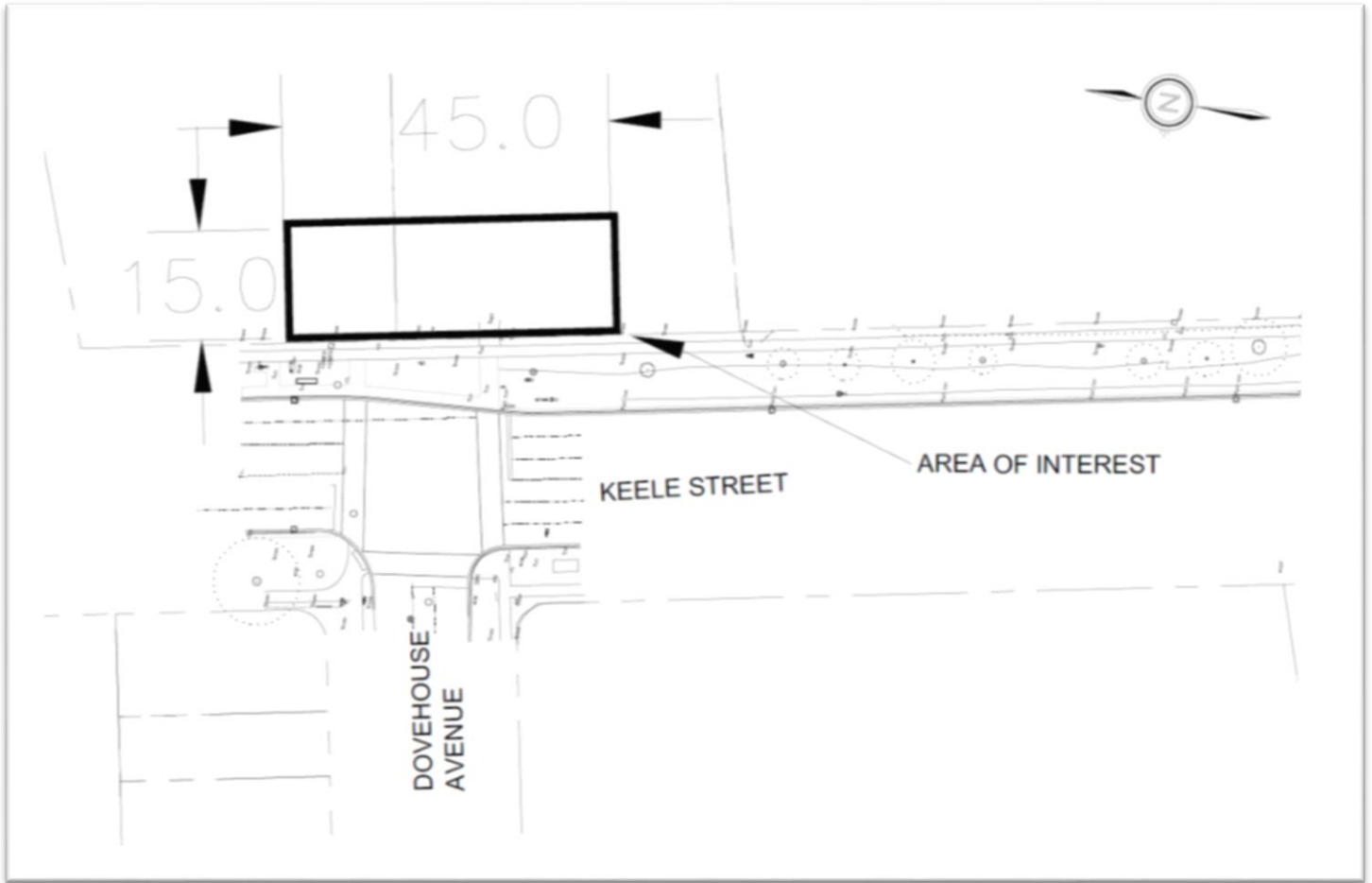
General Conditions ("GC")

- (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, 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

- Licensor:** Parc Downsview Park Inc.
- License Fee:** \$1.00 (Nominal)
- License Area:** Part of William Baker Woodlot located approximately at Keele Street and Dovehouse Avenue as shown on (Appendix "B")
- License Term Start:** Upon execution
- License Term End:** The earlier of:
 (a) The date on which the City gives written notice to the Licensor that the work has been completed and the warranty period under the City's construction contract for the trail connection has expired; or
 (b) December 31, 2023
- Use:** To remove the existing trail connection to Keele Street and construct a dual connection on the License Area between the bicycle lanes on Dovehouse Avenue and the William Baker Trail.
- Indemnification:** The City will indemnify and save harmless the Licensor from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, claims (including any subrogated claims by insurers), suits, judgments, investigations and legal expenses which the Licensor may incur or suffer or be put to by reason of or in connection with or arising directly or indirectly from:
 (a) the use and occupancy of the License Area by the City or its employees, servants, agents, contractors, subcontractors and invitees;
 (b) any breach, violation or non-performance by the City of any of the obligations of the City under the License; or
 (c) the design or quality of construction of the trail connection;
 except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor. This indemnity will survive the termination of the License or the expiry of the License Term.
- Insurance:** The City shall, at its own expense, maintain or cause to be maintained by its contractor, the following insurance:
 (a) commercial general liability insurance for bodily injury to, death to, or property damage to third parties arising from its use and occupancy of the License Area in the amount of \$5,000,000.00;
 (b) sufficient insurance to cover any loss or damage to any property, howsoever caused, which is brought on or about the License Area by City, or at the direction of City, whether such property is owned by City or is in the possession of City pursuant to an agreement including, without limitation, a rental agreement;
 (c) workers' compensation insurance, or its equivalent, on all personnel engaged by, or on behalf of City, where required by applicable laws; and
 (d) any other insurance that the Licensor may, from time to time during the License Period, reasonably require.
 Prior to commencement of the License Term, the City shall provide an insurance certificate naming the Licensor and Canada Lands Company CLC Limited as additionally insured parties.
- Other Terms:** The Licensor maintains the right to enter onto and remain upon the License Area for the purpose of inspecting, maintaining, repairing, operating and managing the License Area; provided, however, that in exercising such right the Licensor shall not unreasonably interfere with the City's use and enjoyment of the License Area for the purposes and uses permitted.
 The City accepts and shall use and occupy the License Area on an "as-is, where-is" basis.

Appendix "B" – Location of Licensed Area (Denoted as "Area of Interest" in Bold Outline)



* Measurements are shown in metres

Appendix "C" – Location of Subject Property

