

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

TRACKING NO.: 2019-332

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:	Avery Carr	Division:	Real Estate Services
Date Prepared:	November 8, 2019	Phone No.:	416-338-3250

Purpose
 To obtain authority to enter into a licence agreement (the "Agreement") with Toronto and Region Conservation Authority (the "Licensee" or "TRCA") to grant the Licensee and their consultants access to the City's permanent easement lands at 334 and 336 Woodsworth Road (the "Easement Lands") and a portion of the City-owned park located to the rear of 334 Woodsworth Road (the "Property"), for the purpose of carrying out maintenance on a slope treatment structure to prevent erosion and protect the safe operation and long term integrity of the City's nearby storm and sanitary sewers.

Property
 The Easement Lands are legally described as Part of Lots 6 and 7 on Plan 66M843 and designated as Parts 29, 30, 31, 32, 33, 35, 36 on 66R2073 and the Property is legally described as PCL 16596, Sect. East York; PCL A-1. SECT M1121 Block C Plan 66M842, BLKS A & C on Plan 66M1121 TWP of York/North York (collectively, the "Licensed Area") as shown in Appendix "C".

Actions
 1. Authority be granted to enter into the Agreement with the Licensee on the terms and conditions set out herein and such other or amended terms and conditions satisfactory to the Director, Real Estate Services (the "Director") or designate, and in a form satisfactory to the City Solicitor;

Financial Impact
 The Licensee will pay a nominal license fee to the City in the amount of \$10 (exclusive of HST).

 The Licensee shall promptly pay all taxes, rates and assessments of whatsoever kind or description, that may at any time during the Term be imposed or become due and payable upon or in respect of the Licensee's Use, the use of the Licensed Area, or the installation, operation, use, repair or maintenance of the Licensee's Chattels.

 The Licensee will be responsible for all operating costs related to the use of the Licensed Area, including the cost of all repairs, maintenance and utilities in relation to the Licensee's use of the Licensed Area.

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

Comments
 The Licensee requires use of the Licensed Area to carry out maintenance to its slope treatment structure. As the repairs to the structure will prevent erosion and protect the safe operation and long term integrity of the City's nearby storm and sanitary sewers, it is appropriate for the City to facilitate this project by waiving the licence fee.

The Agreement will cover a 6 month term, commencing immediately upon the execution of the Agreement by both parties. Following completion of repairs to the slope treatment structure, the Licensee will restore the Licensed Area according to the approved design drawings and applicable conditions set forth in the Agreement.

Parks, Forestry and Recreation own and operate the Property and have provided consent to this Agreement.

Terms
 Real Estate Services staff consider the major terms and conditions of the License Agreement contained on page 4 to be fair and reasonable in the circumstances. The terms of the City's easement allow for this grant to licence given the close connection between the work being undertaken and the safe and efficient operation of the City's sewers. TRCA shall be responsible for securing rights over any additional areas directly from the impacted property owners.

Property Details	Ward:	15 – Don Valley West
	Assessment Roll No.:	190808211002700 (334 Woodsworth Rd), 190808211002600 (336 Woodsworth Rd), 190808211001100 (Woodsworth Greenbelt Park)
	Approximate Size:	9.1 m x 41.8 m ± (334 Woodsworth Rd), 9.1 m x 41.8 m ± (336 Woodsworth Rd), Irregular (Woodsworth Greenbelt Park)
	Approximate Area:	388 m ² ± (334 Woodsworth Rd), 381 m ² ± (336 Woodsworth Rd), 7162.9 m ² (Woodsworth Greenbelt Park)
	Other Information:	License fee is applicable only to 323 m ²

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/Licenser):	<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 checked="" 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 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, 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:	Jaye Robinson					Councillor:									
Contact Name:	Ashley Millman					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objections (Nov 19, 2019)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Toronto Water					Division:	Financial Planning								
Contact Name:	Natalie Salkauskis					Contact Name:	Filisha Jenkins								
Comments:	No concerns (Nov 18, 2019)					Comments:	No issues (Nov 12, 2019)								
Legal Division Contact															
Contact Name:	Catherine Thomas (Nov 21, 2019)														

DAF Tracking No.: 2019-332	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	Nov. 26, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Nov. 28, 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").

Appendix "A" – Terms and Conditions

Major terms and conditions of the Agreement are as follows:

Owner/Licensors:	City of Toronto
Licensee:	Toronto and Region Conservation Authority
Licensed Area:	Part of the properties municipally known as 334 Woodsworth Road and 336 Woodsworth Road, and part of Woodsworth Greenbelt Park, jointly shown as the "Licensed Area" on the drawing in Appendix "C". Size is approximately 323 square metres.
Commencement Date:	Immediately upon execution of the Agreement by both parties.
Term	Six (6) months
License Fee:	\$10 plus HST
Use:	Licensee may undertake activities necessary for stabilizing the slope, including staging, depositing compacted cobble, gravel and soil, installing and securing a high performance turn reinforcement mat, and related backfilling, compacting, grading, seeding, sodding and irrigating.
Early Termination:	Upon expiry or termination of all or a portion of the Agreement for any reason, the Licensee shall restore the Licensed Area in accordance with restoration clause set out below.
Insurance:	The Licensee shall obtain and maintain: <ul style="list-style-type: none"> - Commercial General Liability, in the amount of not less than \$5,000,000.00 per occurrence - Contractor's Pollution Liability, with a minimal limit of \$1,000,000.00 - Standard Automobile Liability coverage with a limit of at least \$2,000,000.00
Indemnity:	The Licensee shall indemnify the City against all claims in respect of any loss, damage or injury (including property damage, personal injury, bodily injury, and death) to any person or property of the City or Licensee, directly or indirectly arising out of, or resulting from, or sustained as a result of the Licensee's occupation or use of the Licensed Area.
Restoration:	Upon expiry or termination of the License, the Licensee shall, at its sole cost and expense: <ul style="list-style-type: none"> - Remove all of the Licensee's Chattels from and about the Licensed Area - Blow top soil over the Licensed Area at a minimum depth of 30 cm above the clean fill material and blow terraseeding at a minimum of 8 cm within the Licensed Area and otherwise restore the Licensed Area to the condition outlined in the approved design drawings - Leave the Licensed Area clean, tidy, and in good repair

Appendix "B" – Location and Site Map



Appendix "C" – Licensed Area

