

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

TRACKING NO.: 2020-160

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, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Irina Fofanova	Division:	Corporate Real Estate Management
Date Prepared:	July 7, 2020	Phone No.:	416-397-0806

<b>Purpose</b>	To obtain authority to grant an Omnibus Permission to Enter Agreement (the "OPTE") in favour of Metrolinx, over City properties that have been or will be identified as required for Eglinton Crosstown West Extension (the "ECWE"), for the purpose of due diligence work.
<b>Property</b>	City properties required to facilitate the Eglinton Crosstown West Extension Line. The current requested property is listed on Appendix "B" and shown on Appendix "C", and any other additional City-owned properties required for the ECWE project.
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into the OPTE in favour of Metrolinx for the due diligence work (the "Works") as detailed in Appendix "A", on terms and conditions as set out herein and as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.</li> <li>2. Authority be granted for the Executive Director, Corporate Real Estate Management, or his/her designate to administer and manage the OPTE including the provision of any amendments, consents, approvals, waivers, notices and notices of termination provided that the Executive Director, Corporate Real Estate Management may, at any time, refer consideration of such matters to City Council for its determination and direction.</li> <li>3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>Licence fees payable to the City for the Licensed Areas identified in Appendix "C" are for nominal consideration due to the nature of the Works (archeological assessment), and the Licensed Areas are ravine in nature. Until a formal arrangement between the City and Metrolinx respecting the ECWE has been agreed to, any additional licensed areas shall be at market rate.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>Metrolinx will require temporary use of certain City-owned properties to undertake the due diligence work to facilitate the ECWE. At this time, the Licensed Areas as shown on Appendix "C" are required. There will be additional City-owned properties ("Additional Licensed Area") that Metrolinx will be requesting in the future for temporary use to perform the Works for the ECWE.</p> <p>To allow for the staggered delivery of properties as they are identified by Metrolinx, the City and Metrolinx has agreed to enter into an OPTE. Real Estate Services staff consider the terms and conditions of this proposed agreement as detailed below to be fair and reasonable.</p>
<b>Terms</b>	<i>Please see page 4</i>

<b>Property Details</b>	<b>Ward:</b>	City-wide and Licensed Areas on Appendix "C" — Ward 2
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000.</p> <p><input checked="" 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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input 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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>		
<ul style="list-style-type: none"> <li>Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>		
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>		
<ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>		

Consultation with Councillor(s)									
Councillor:	Stephen Holyday					Councillor:			
Contact Name:	Amelia ter Brugge					Contact Name:			
Contacted by:	Phone	X	E-Mail		Memo		Other		
Comments:	No objections – June 10, 2020					Comments:			
Consultation with Divisions and/or Agencies									
Division:	CreateTo					Division:	Financial Planning		
Contact Name:	Carlo Bonanni					Contact Name:	Filisha Jenkins - June , 2020		
Comments:	No objections – June 4, 2020					Comments:			
Legal Division Contact									
Contact Name:	Lisa Davies – June 15, 2020								

DAF Tracking No.: 2020-160	Date	Signature
Concurred with by: Acting Manager, Real Estate Services <b>Daran Somas</b>	July 8, 2020	Signed by Daran Somas
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services <b>Melanie Hale-Carter</b>	July 8, 2020	Signed by Melanie Hale-Carter
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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").

**Terms** *(continued from Page 1):*

**Licensee:** Metrolinx

**Licence Fee:** \$1 for the Licensed Areas identified on Appendix "C". The fee applicable to a particular Additional Licensed Area shall be at market rate, having regard to the nature of proposed activities and the Term requested by Metrolinx in respect of such Additional Licensed Area.

**Term:** Not to exceed three (3) months, commencing on the date which is twenty (20) business days following the delivery of a notice of commencement. For the Licensed Areas identified on Appendix "C", the twenty (20) business days' notice of commencement will be waived due to the urgency to perform the Work.

**Early Termination:** The City may terminate the agreement for any particular Licensed Area prior to the expiry of the Term in the event of an emergency.

**Insurance:** Comprehensive General Liability Insurance in the amount not less than \$5,000,000.00.

**Use:** Generally for the purposes of the Works as listed on Appendix "A". However, the use of the Licensed Areas identified on Appendix "C" shall be Archeological Investigations only.

**Indemnity:** Metrolinx will indemnify and save harmless the City from and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, directly or indirectly resulting from occupation of or use of the Licensed Areas or Additional Licensed Areas.

**Restoration:** Metrolinx shall restore the Licensed Areas or Additional Licensed Areas to as close as is practicable to the original condition prior to occupancy by Metrolinx or its Authorized Users, at Metrolinx's sole cost and expense.

## THE "WORKS"

### Natural Resource Investigations

#### APPENDIX "A"

- Include multiple walk-throughs and targeted observations by naturalist(s) to identify and photograph plant material and observe wildlife (terrestrial, aquatic) and bird nesting sites.
- All field visits will record incidental observations of wildlife. The species and location of observed wildlife will be noted. The presence of migratory routes or aspects of habitat use (e.g., dens, burrows) will be noted if applicable.

### Noise and Vibration Survey

- Include measurements of baseline ambient noise and vibration levels. Typically, devices are left for 24-48 hours depending on the location.

### Utility Survey

- Utility mapping using portable geophysical equipment to delineate the existence and approximate horizontal alignment of existing utilities.
- Excavation of test pits may be required at specific points to delineate the horizontal, vertical depth and subsequent measurements of existing underground utilities by actual exposure (i.e. "daylighting").

### Geotechnical and Hydrogeological Investigations

- All geotechnical investigations and/or hydrogeological investigations shall be conducted in accordance with applicable law and industry best practices.
- Activities may include, but are not limited to, site visits, utility locates, intrusive investigative activities (drilling of boreholes and/or excavation of test pits, installation of monitoring wells), collection of soil and/or groundwater samples for laboratory analysis, etc.
- All monitoring wells shall be decommissioned upon completion of the Term in accordance with Ontario Regulation 903.
- Geophysical assessment may be completed as part of the Work, including magnetometer, electro magnetometer, ground penetrating radar and seismic surveys as appropriate.

### Cultural Heritage Evaluations

- Cultural Heritage Evaluations will be undertaken in accordance with the *Ontario Heritage Act*, the Standards and Guidelines for Conservation of Provincial Heritage Properties and the Metrolinx Interim Heritage Management Process.
- Activities may include, but are not limited to, site visits, records review, historical research, consultation with relevant stakeholders and government authorities.
- Heritage Investigations may also include visual inspections and photography of interior and exterior building features.

### Archaeological Stage 1 Study

- Archaeological Assessments of the Property will be undertaken in accordance with the *Ontario Heritage Act*, the 2011 Ministry of Tourism, Culture and Sport Standards and Guidelines for Consultant Archaeologists and industry best practices.
- Activities may include, but are not limited to, site visits, records review, historical research, consultation with relevant stakeholders and government authorities.
- Reports will be submitted to the Ministry of Tourism, Culture and Sport for review and acceptance.

### Archaeological Stage 2 Study

- Stage 2 archaeological investigations with field work necessary to identify archaeological resources and to confirm areas of recent and extensive ground disturbance will be conducted as follows:
  - A test-pitting and/or pedestrian form of survey will be performed at survey intervals of 5 metres.
  - Test-pits are 30 cm units excavated manually with shovels to subsoil.
  - Soil fills are screened through 6 mm mesh and all test-pits are backfilled.
  - If archaeological materials are identified during the test pit survey, the survey may be intensified to include at least one 1 metre by 1 metre unit and up to eight additional test pits at 2.5 metre intervals around the positive test pit.
  - Pedestrian survey involves walking along ploughed and weathered fields at 5 metre intervals. Pedestrian survey must be undertaken on actively or recently cultivated land. Fields must be recently ploughed and allowed to weather through one hard or three light rainfalls and at least 80% of the ploughed ground surface must be visible.
  - If archaeological materials are identified during the pedestrian survey, the survey is intensified and the interval is reduced to 1 metre to determine whether the artifact is an isolated find or part of a larger scatter.
  - All artifacts recovered will be taken back to the laboratory for processing and analysis.
  - Based on findings, a final report will be prepared with recommendations to the Ministry of Tourism, Culture and Sport that either 1) the property be cleared of archaeological concern as no significant archaeological resources were identified, or 2) further work be conducted to clear the archaeological concern.
  - A revised scope of work for Stage 3 archaeological investigations will submitted to the City in advance.

### Phase I Environmental Site Assessment

- Phase I Environmental Site Assessment (ESA) will be undertaken in accordance with either Ontario Regulation 153/04, as amended or Canadian Standards Association Z68-01, as determined by Metrolinx and in accordance with applicable law and industry best practices.
- Activities may include, but are not limited to, site visits, interviews with people familiar with the Licensed Area, records reviews, contacting government agencies, etc.

## **Phase II Environmental Site Assessment**

- Phase II Environmental Site Assessment (ESA) will be undertaken in accordance with either Ontario Regulation 153/04, as amended or Canadian Standards Association Z69-02, as determined by Metrolinx.
- Activities may include, but are not limited to, site visits, utility locates, intrusive investigative activities (drilling of boreholes and/or excavation of test pits, installation of monitoring wells), collection of soil and/or groundwater samples for laboratory analysis, etc.

## **Designated Substances and Hazardous Material Survey**

- All Work shall be done in accordance with applicable law and industry best practices and shall provide sufficient detail to satisfy the requirements of the *Occupational Health and Safety Act*, Ontario Regulation 278/05.
- A survey of site buildings and structures will be undertaken to determine the presence of designated substances, mould and polychlorinated biphenyls.
- The collection and analysis of samples for asbestos containing materials, lead and mould shall be completed as required.

## **Topographic and Cadastral Surveying**

- Efforts will be made to effect minimum disturbance to the Licensed Area and the City's use and enjoyment thereof.
- The survey method to be used does not involve any destructive measures or noise above normal business activity levels.
- Only standard portable surveying equipment is anticipated to be utilized.
- Members of the survey crew will wear proper safety attire and they will present identification upon request.

## **Control Survey**

- A control survey, with control sketches showing reference ties to the proposed alignment, set within the surveyed area.
- Control points to be referenced to 3° MTM (Nad27) control network consisting of either brass caps supplied by Metrolinx or Short Standard Iron bars/ cut crosses where appropriate.

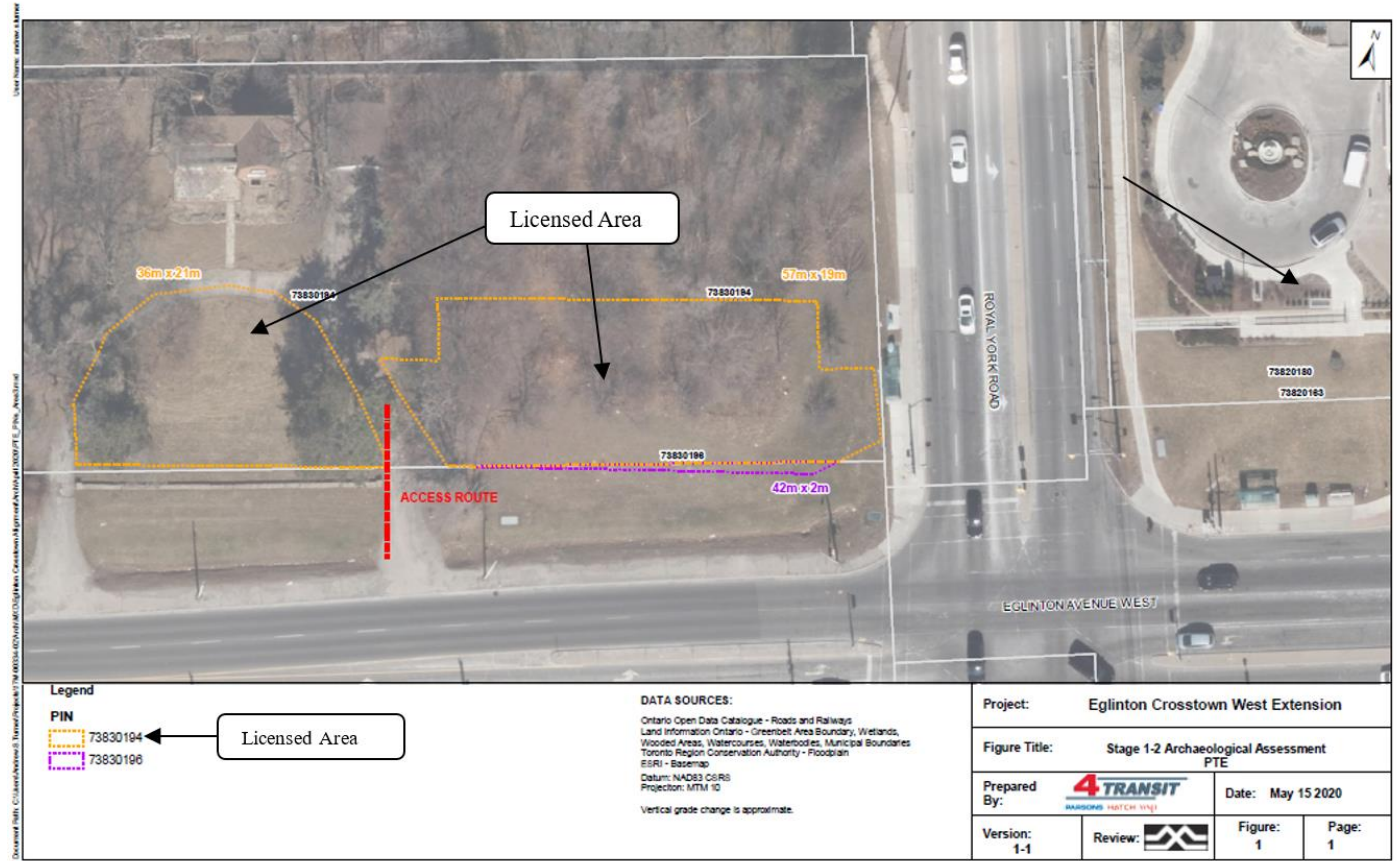
**APPENDIX "B"****Property Address, Type of Work and Duration of Work**

<b>Property No.</b>	<b>PIN</b>	<b>Property Address</b>	<b>Area (m2)</b>	<b>Ward No.</b>	<b>Works to be Completed</b>	<b>Duration to Complete</b>	<b>Licence Fee Payable (plus applicable HST)</b>
1	073830194	4200 Eglinton Ave. W.	756 1083	2	Archaeological Study	1 day	\$1.00
2	073830188 073830191	4400 Eglinton Ave. W.	248 235 36	2	Archaeological Study	1 day	\$1.00
3	073830193	4300 Eglinton Ave. W.	812	2	Archaeological Study	1 day	\$1.00

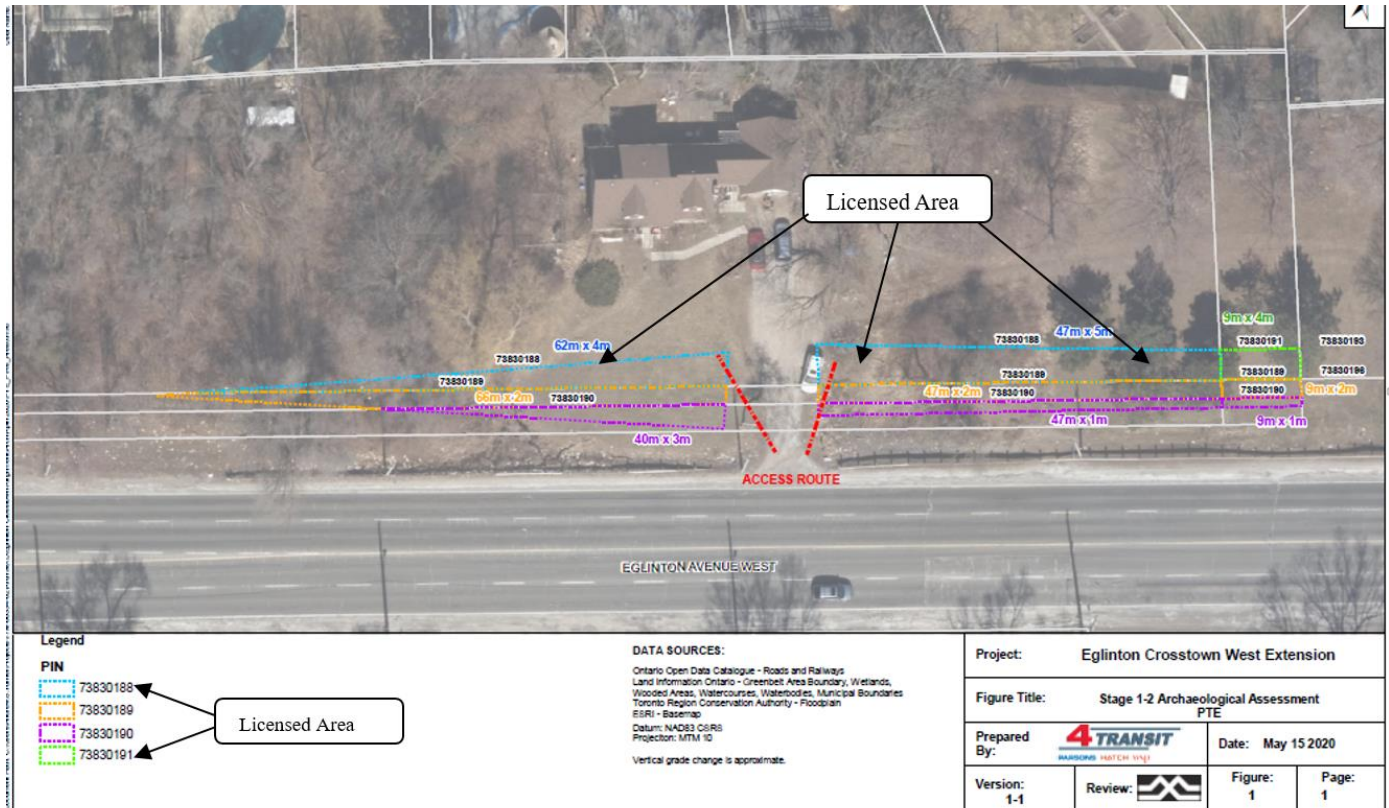
## APPENDIX "C"

### Sketches of Licensed Areas

Property #1 - 4200 Eglinton Ave. W. (PIN 073830194)



Property #2 – 4400 Eglinton Ave W (PIN 073830188 & PIN 07383-0191)





Property #3 – 4300 Eglinton Ave W (PIN 073830193)

