

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2015-294

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "**Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "**Minor Amendments to Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "**Union Station Revitalization Implementation and Head Lessee Selection**" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Kendra FitzRandolph	Division:	Real Estate Services
Date Prepared:	November 20 th , 2015	Phone No.:	416-397-7160

Purpose	<p>To obtain approval to enter into a licence agreement (the "Licence") between the City of Toronto (the "City") and Imperial Oil Limited ("Imperial") as represented by exp Energy Services Ltd., (the "Licensee") for the drilling and installation of four (4) boreholes with monitoring wells ("monitoring wells") and two (2) soil vapour probes (vapour probes) each complete with staging area covering approximately 172 sq. feet (15 sq. metres) for each location for installation on November 20, 2015; and for sampling two (2) vapour probes on November 24, 2015 and January 13, 2016. The vapour probes will be removed by June 20th, 2016 and monitoring wells will be removed by June 20th, 2017. The area where the vapour probes will be installed is located at 1815 Eglinton Avenue West in the driveway fronting the decommissioned Imperial Oil Gas Station site.</p> <p>The purpose of the soil vapour probes is to prepare an Environmental Assessment on behalf of Imperial Oil.</p>
Property	Certain portions of the lands municipally known as 1815 Eglinton Avenue West as more particularly shown on page six (6) and seven (7) Schedule "A" Location Map and Schedule "B" Site Plan
Actions	<ol style="list-style-type: none"> authority be granted for the City to enter into the Licence Agreement with the Licensee on the terms and conditions herein, and on such other terms and conditions deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor; the Chief Corporate Officer or designate shall administer and manage the Licence including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction; and the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The fee paid to the City for the Licence Agreement totals \$3,881.32 (net of HST). In addition, the Licensee shall pay the legal administration fees of \$482.20 (net of HST) upon signing of the Licence Agreement</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>In October 2014, exp Energy Services Ltd. was hired by Imperial Oil Ltd. to conduct an Environmental Assessment through the installation of well-monitors. Transportation Services approved the services and exp Energy Services Ltd. obtained an industrial permit to access the lands at 1815 Eglinton Ave West at Dufferin N Eglinton E Ramp to Dufferin Street (permit 64097901). The purpose was to install and sample four (4) monitoring wells to sample the ground water.</p> <p>The parcel of City-owned land is divided into two parts: a portion of the land forms St. Hilda's Parkette (the "Parkette"), and the other portion of the land forms part of a driveway ("Driveway") that the seniors' residence to the south at 2353 Dufferin Street is currently using for ingress/egress purposes. The Parkette is under the operational management of PF&R, and the Driveway is under the operational management of Real Estate Services (RES). Currently, Metrolinx is occupying the Imperial Oil Limited lands for the purpose of the Eglinton LRT project and RES has granted an easement agreement in the same area to Enbridge Gas Distribution Inc. in order to relocate its pipeline under the Driveway as a result of Metrolinx's station.</p> <p>exp Energy Services has requested a licence to install (4) boreholes with monitoring wells ("monitoring wells") and two (2) soil vapour probes (vapour probes). The soil vapour probe is to be installed about 2 metres deep. At surface they are 10 inch flush mount casings set flat with the pavement. Below the surface they are 2 inch pipes which extend straight downward.</p> <p>Boundary and installation locations are shown on Schedule "B" on page 6</p>
Terms	Refer to page four (4) for Major Terms and Conditions

Property Details

Ward:	York, Ward: Eglinton-Lawrence (15)
Assessment Roll No.:	N/A
Approximate Size:	
Approximate Area:	172 square feet per installation
Other Information:	

Revised: April 11, 2014

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 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 ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 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 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"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million; <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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<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/Cautions; <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.	<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/Cautions; <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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)

Councillor:	Josh Colle				Councillor:					
Contact Name:	Rosanna Foti				Contact Name:					
Contacted by:	Phone	E-Mail	<input checked="" type="checkbox"/>	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Consent to Proceed				Comments:					

Consultation with ABCDs

Division:		Division:	Financial Assessment
Contact Name:		Contact Name:	Filicia Mohammad
Comments:		Comments:	Comments Incorporated

Legal Division Contact

Contact Name: Lisa Davies

DAF Tracking No.: 2015-294	Date	Signature
Recommended by: Manager, Leasing and Site Management Wayne Duong	Nov 23, 2015	Sgd. Wayne Duong
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	Nov 24, 2015	Sgd. Brian Varner for Joe Casali
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Nov 30, 2015	Sgd. Josie Scioli

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (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.
- (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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Major Terms and Conditions

Licensor: City of Toronto

Licensee: Imperial Oil Ltd. as represented by exp Energy Services

Licensed Lands: A portion of the property municipally known as 1815 Eglinton Avenue West (Ward 15)

Term: Nineteen (19) Months commencing November 20th,2015 and expiring June 19th, 2017

Licence Fee: \$3,881.32 (net of HST)

Option to Extend: No option to extend

Early Termination: Both parties have the right to terminate with twenty-four (24) hours' notice

Other:

Licensee shall:

- not install any structures on the Licensed Area or make any changes in surfacing or grading of the Licensed Area without the prior written approval from the Licensor
- not use, store or deposit, any substance which is hazardous to persons or property upon the Licensed Area,
- not impede the ingress and egress of the abutting property residents or any work done surrounding the licensed area
- Upon expiry or termination of this *Licence* remove all fixture(s), equipment, structure and debris from the *Licensed Area* and restore the *Licensed Area* to as close as is practicable to its original condition at the Licensee's sole cost and expense.

Insurance: WSIB General Liability Insurance in an amount not less than \$5,000,000.00 per occurrence

SCHEDULE "A"
Site Location Map



Aerial Location Map showing location of 1518 Eglinton Avenue West and proposed Vapour Probes

SCHEDULE "B"

Site Plan

