

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

TRACKING NO.: 2016-277

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 (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 (Confirmatory By-Law No. 1234-2013, enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014).

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:	Vicky Papas	Division:	Real Estate Services
Date Prepared:	December 12, 2016	Phone No.:	(416) 392-1830

Purpose	To obtain authority to enter into a temporary easement agreement (the "Agreement") for the purpose of constructing and maintaining gas monitoring probes and conducting ongoing monitoring of installed and/or existing probes for a three (3) year term with the owners (the "Owners") of the properties as set out in the attached Schedule "A" (the "Properties").
Property	Multiple properties as set out in the attached Schedule "A" situated adjacent to closed, municipally-operated, sanitary landfill sites as shown on the attached Schedule "B" (the "Easement Lands").
Actions	<p>It is recommended that:</p> <ol style="list-style-type: none"> 1. Authority be granted to acquire temporary easements from the Owners for the purpose of constructing and maintaining gas monitoring probes for a period of three (3) years subject to the terms and conditions outlined below and on such other terms or amendments as may be satisfactory to the Chief Corporate Officer, and in a form acceptable to the City Solicitor; 2. The Chief Corporate Officer or designate shall administer and manage the Agreement including the provision of any consents, renewals, approvals, amendments, 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; 3. The City Solicitor be authorized to complete the Agreement and related transactions on behalf of the City, including payment of any necessary expenses, and amending and waiving terms and conditions, on such terms as he or she considers reasonable; 4. The appropriate City Officials be authorized and directed to take whatever action is necessary to give effect thereto.
Financial Impact	<p>The Owners have agreed to compensation from the City, as set out in Schedule "A", and summarized as follows: where one (1) probe is installed on a property, compensation in the amount of \$750.00 per year for a total of \$2,250.00 (plus HST) or \$2,289.60 (net of HST recoveries) will be paid, if applicable; where two (2) or more probes are installed on a property, compensation in the amount of \$1,000.00 per year for a total of \$3,000.00 (plus HST) or \$3,052.80 (net of HST recoveries) will be paid, if applicable. In addition, the City has agreed to provide up to a maximum of \$1,000.00 (plus HST) or \$1,017.60 (net of HST recoveries), if applicable, to reimburse the Owners' legal costs. Funds are available in the 2016 Council Approved Capital Budget for Solid Waste Management Services under capital account CSW312-16-40.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	At its meeting on June 26, 27 and 28, 2001, Council adopted Clause No. 8, Report No. 9 of the Works Committee approving the Old Landfills Program. This program allows for the perpetual care of landfills with respect to methane gas on adjacent lands. Each of the Properties are adjacent to one of the following former landfill sites: Disco, Sunrise, Stan Wadlow, and Coe Hill as shown on Schedule "C". The location for the monitoring probes will be comprised of a 2 metre by 2 metre working area at grade with a 20 cm diameter bore hole to a depth of approximately 12 metres. The probe will be installed into the soil with a drill rig.
Terms	Details of the terms and conditions are outlined on Page 4.

Property Details	Ward:	Wards 2, 13, 31, 34,
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	N/A
	Other Information:	



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 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 checked="" 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:	Michael Ford AND Sarah Doucette			Councillor:	Janet Davis AND Denzil Minnan-Wong	
Contact Name:	Councillor Ford AND C. Haskim for Councillor Doucette			Contact Name:	Councillor Janet Davis AND Adam Howell for Councillor Minnan-Wong	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo	<input checked="" type="checkbox"/>
Comments:	Councillors concurred			Comments:	Councillors concurred	
Consultation with ABCDs						
Division:	Eng. & Const. Svcs/Solid Waste Mgmt.			Division:	Finance	
Contact Name:	Andrew Heit/ Matthew Caschera			Contact Name:	Filisha Mohammed	
Comments:	Reviewed			Comments:		
Legal Division Contact						
Contact Name:	Catherine Thomas and Miles Argue					
DAF Tracking No.: 2016-277			Date	Signature		
Recommended by: Manager – Tim Park			DEC. 14 th 2016			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali		Dec. 19/16	X		
<input checked="" type="checkbox"/>	Approved by:					
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Sciolli			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.
- (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.

DAF No.: 2016-277 (Cont'd)**Comments:** (Cont'd)

The hole is then filled with a 3 cm diameter plastic pipe and sand with the only visible evidence of the probe being a protective casing at the ground surface. Access to the easement area for construction is shown on the attached Schedule "B". Upon expiry of the term, the City will be required to remove the probe(s) and return each of the Properties as close to its original condition as possible. Compensation payable to the Owners for the temporary easements as set out under Consideration below is considered fair and reasonable and consistent with past payments for these types of rights.

Terms and Conditions: (Cont'd)

Purpose: To construct and maintain gas monitoring probes on the Easement Lands.

Property: The Easement Lands as set out in the attached Schedule "A" and shown in Schedule "B".

Term: Three (3) years which shall commence on a date to be specified in writing by the City on at least fifteen (15) days prior written notice to the Owner. The City may terminate the Agreement upon giving at least thirty (30) days prior written notice to the Owner. Upon termination of the Agreement, the City shall remove the probe(s) and restore the lands to their previous condition to the extent reasonably possible.

Consideration: Where one (1) probe is installed on a property, compensation in the amount of \$750.00 per year for a total of \$2,250.00 (plus HST, if applicable) will be paid to the Owner; where two (2) or more probes are installed on a property, compensation in the amount of \$1,000.00 per year for a total of \$3,000.00, (plus HST, if applicable), will be paid to the Owner.

The City has agreed to provide up to a maximum of \$1,000.00, plus HST, if applicable, to reimburse the Owners' legal costs to complete this transaction.

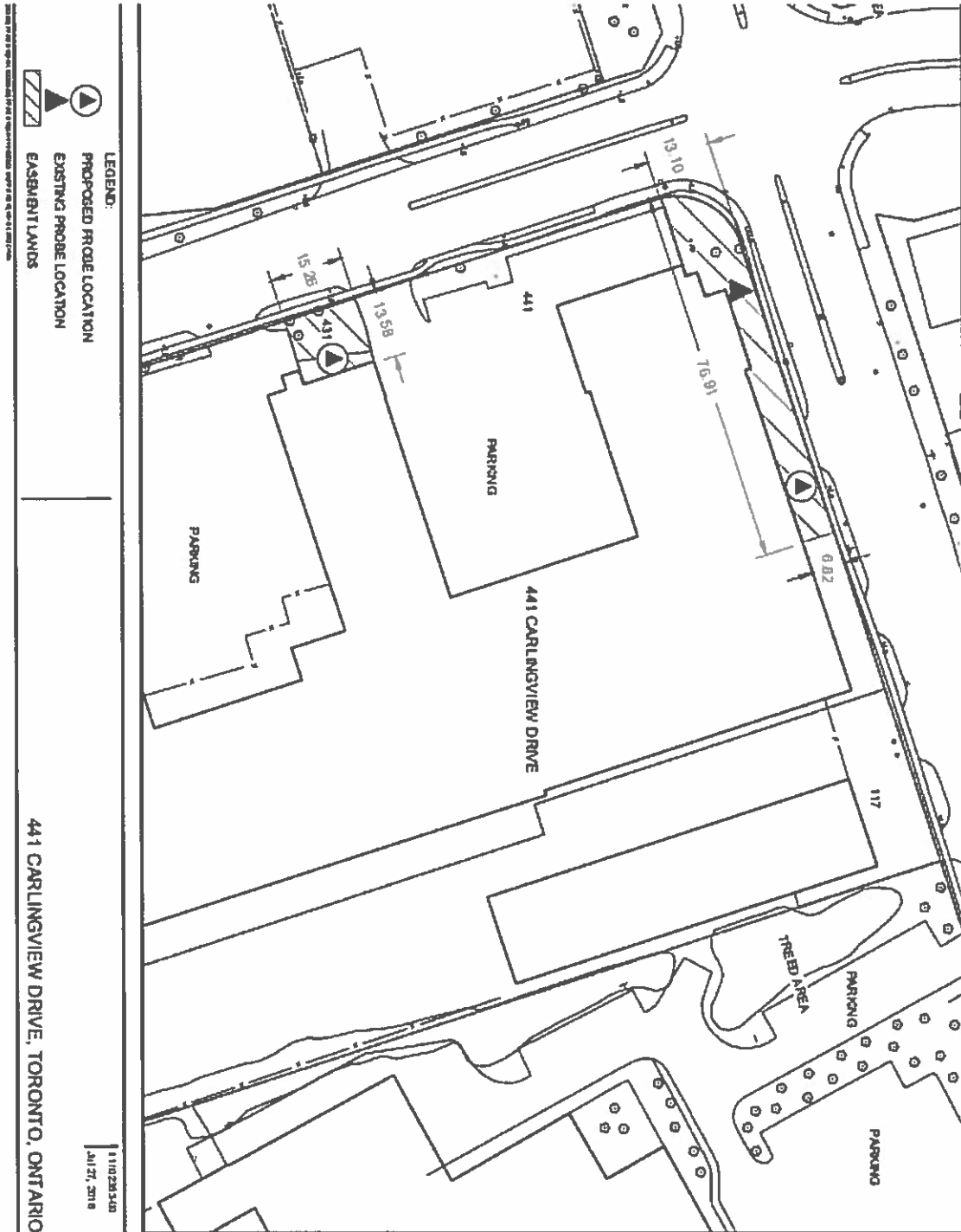
DAF No.: 2016-277 (Cont'd)

SCHEDULE "A"**THE PROPERTIES**

	<u>PROPERTY/WARD/ FORMER LANDFILL SITE</u>	<u>OWNER(S)</u>	<u>NO. OF PROBES</u>	<u>COMPENSATION</u>
1	441 Carlingview Dr.; Ward 2; Disco Landfill	Lovsuns Tunneling Canada Limited	2 new probes; 1 pre-existing	\$1,000/annum for 3 years
2	100 Disco Rd., Ward 2; Disco Landfill	Canadian Property Holdings (Ontario) Inc.	3 new probes	\$1,000/annum for 3 years
3	462 Attwell Dr. Ward 2; Disco Landfill	2346206 Ontario Inc.	1 new probe	\$750/annum for 3 years
4	245 Bartley Rd.; Ward 34; Sunrise Road Landfill	The Carswell Company (Limited)	1 new probe; 1 pre-existing	\$1,000/annum for 3 years
5	265 Bartley Rd.; Ward 34; Sunrise Road Landfill	Medihold Limited	3 new probes	\$1,000/annum for 3 years
6	120 Bermondsey Rd.; Ward 34; Sunrise Road Landfill	Imam Ali Islamic Centre	4 new probes; 1 pre-existing	\$1,000/annum for 3 years
7	294 Oak Park Ave; Ward 31; Stan Wadlow Park Landfill	Dewolf, Maurice	1 new probe	\$750/annum for 3 years
8	300 Oak Park Ave.; Ward 31; Stan Wadlow Park Landfill	Treloar, Ruth Ellen	1 new probe	\$750/annum for 3 years
9	960 Cosburn Ave.; Ward 31; Stan Wadlow Park Landfill	Dunstan, Paul Aston and Mary Linda	1 new probe	\$750/annum for 3 years
10	962 Cosburn Ave.; Ward 31; Stan Wadlow Park Landfill	Lau, Sau To and Ken Hing	1 new probe	\$750/annum for 3 years
11	73 Coe Hill Dr. Ward 13; Coe Hill Landfill	Swansea Village Co-Operative Inc.	1 new probe; 1 pre-existing	\$1,000/annum for 3 years
12	77 Coe Hill Dr.; Ward 13; Coe Hill Landfill	Swansea Village Co-Operative Inc.	1 new probe; 1 pre-existing	\$1,000/annum for 3 years
13	101 Coe Hill Dr. Ward 13; Coe Hill Landfill	2130155 Ontario Ltd.	4 pre-existing	\$1,000/annum for 3 years
14	85 Windermere Ave.; Ward 13; Coe Hill Landfill	Blucher, Fred and Koshil, Larysa Maria	2 new probes	\$1,000/annum for 3 years

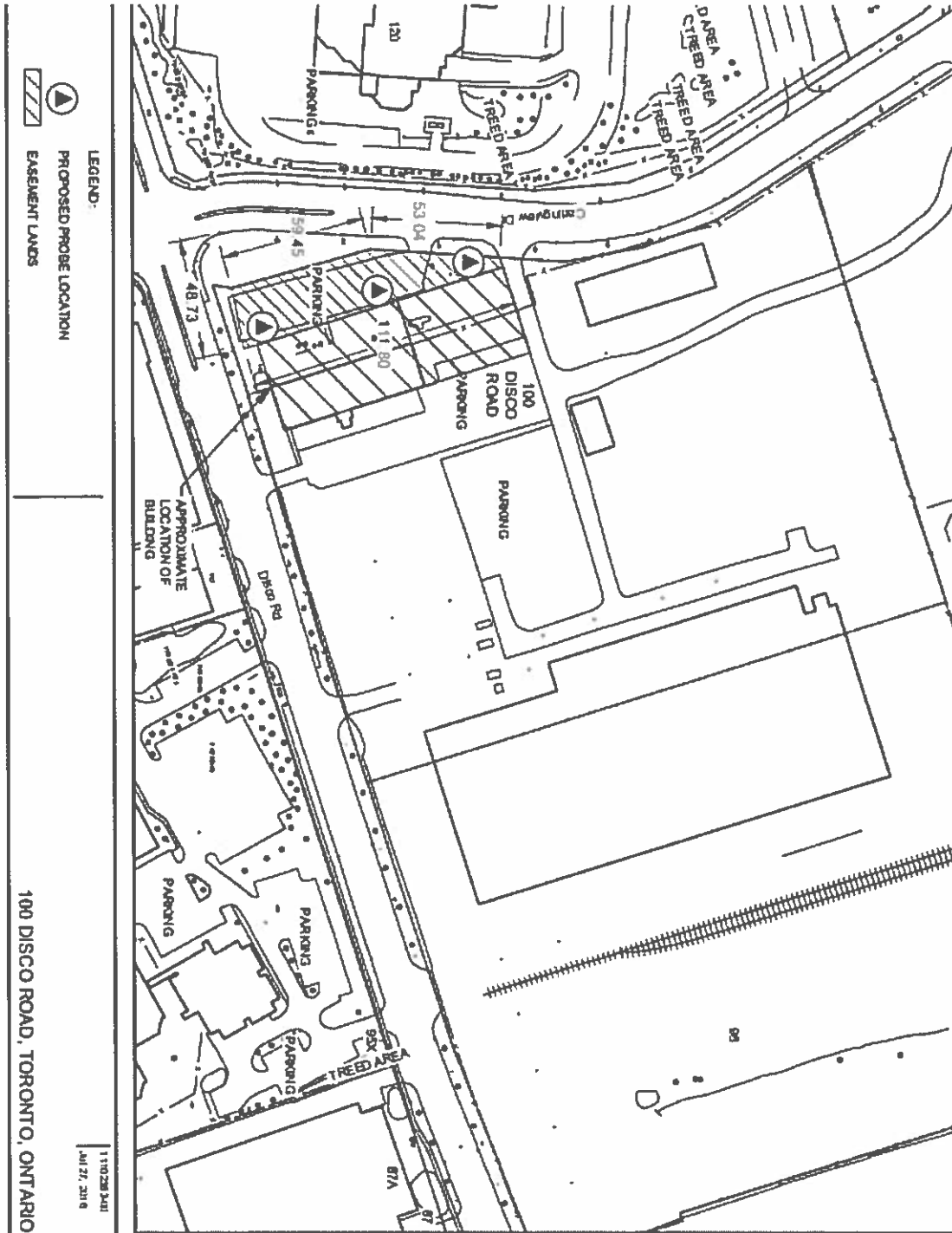
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



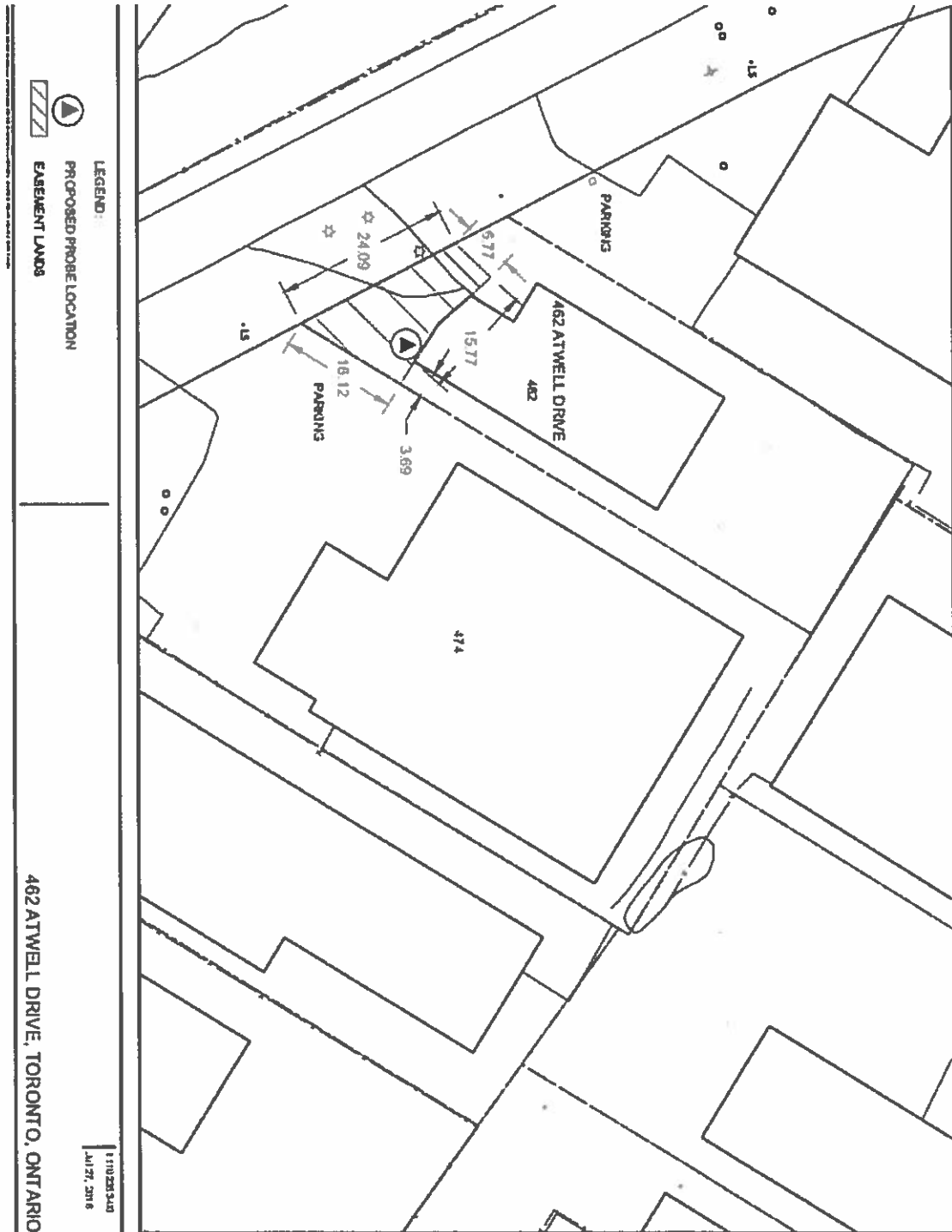
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



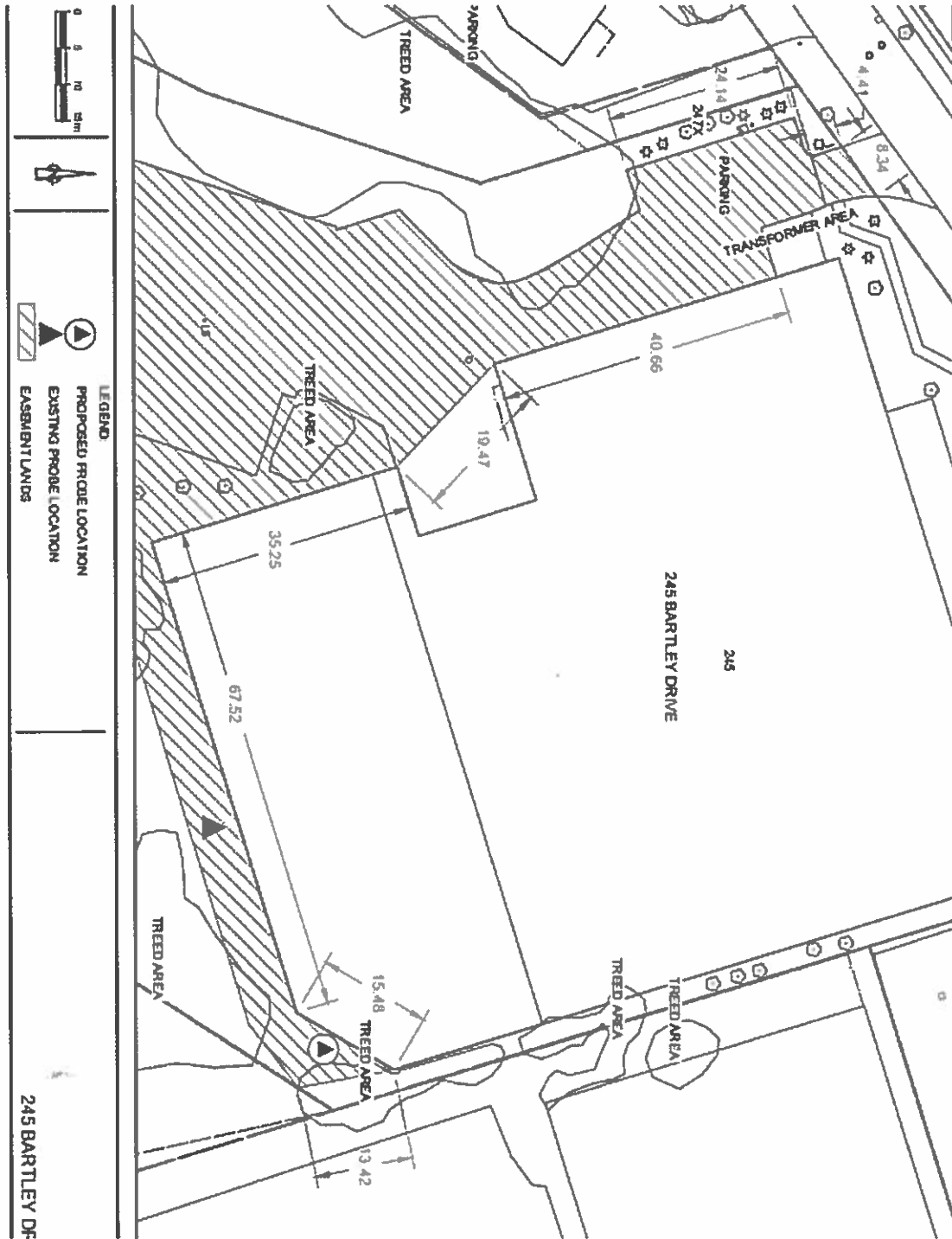
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



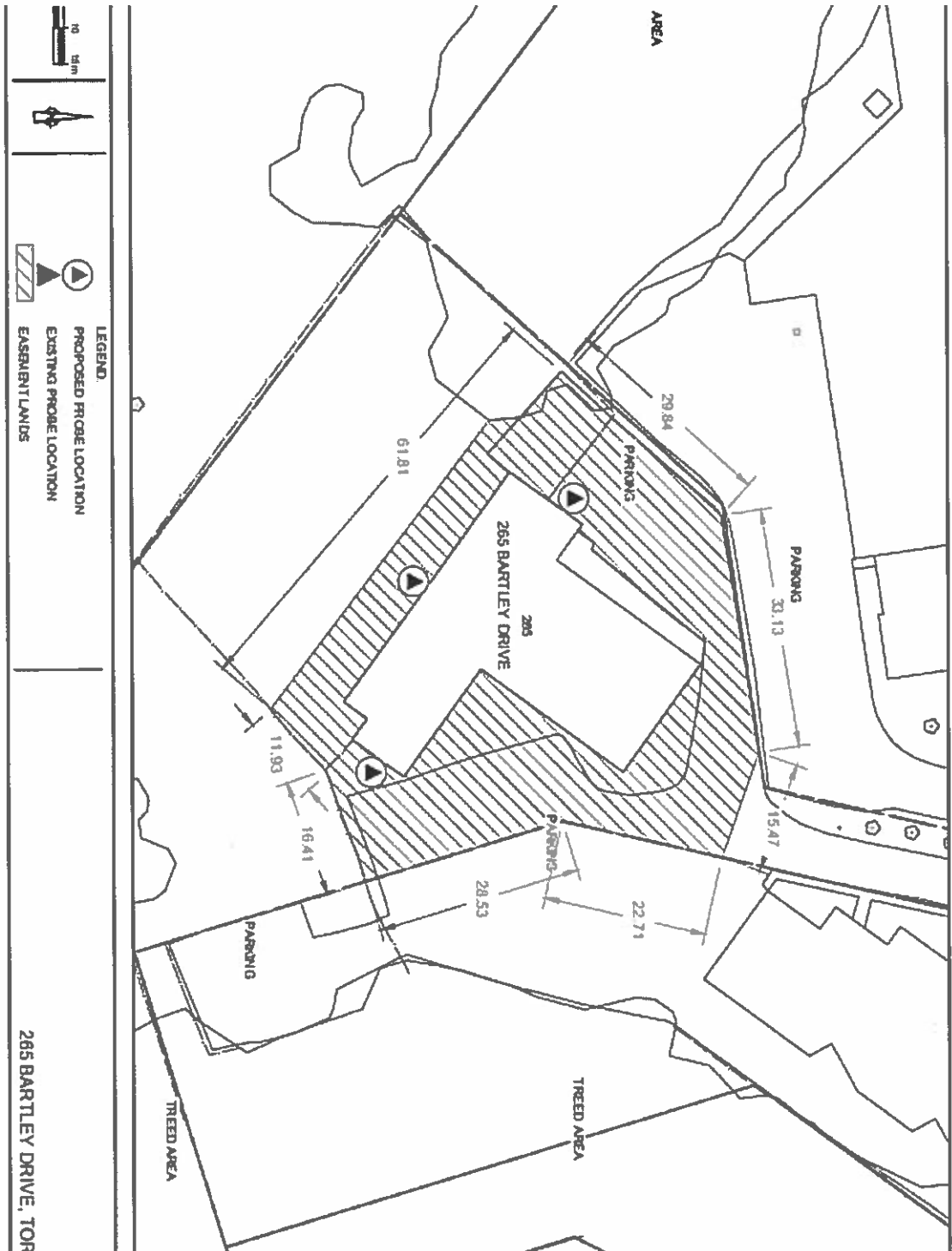
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



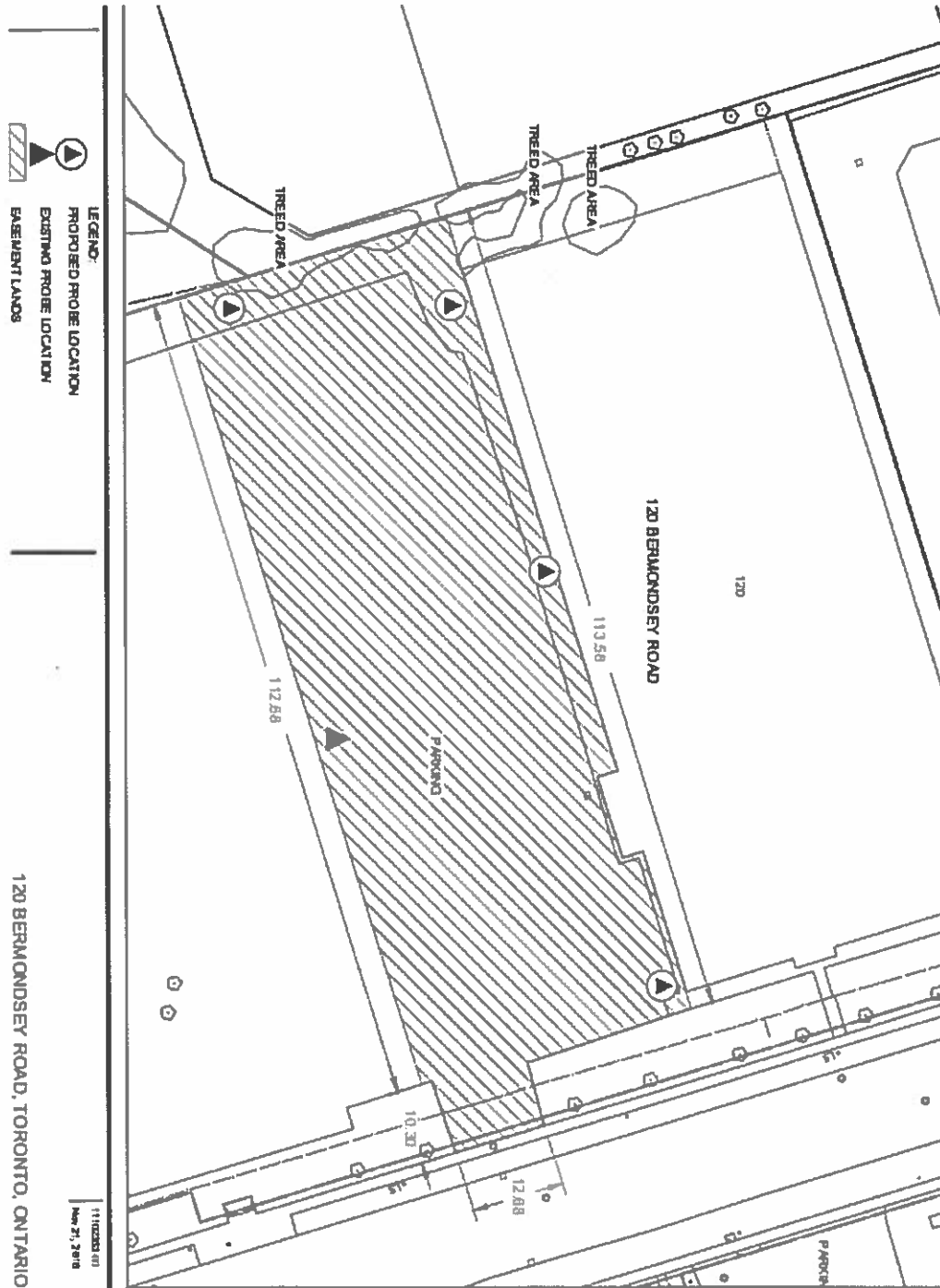
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



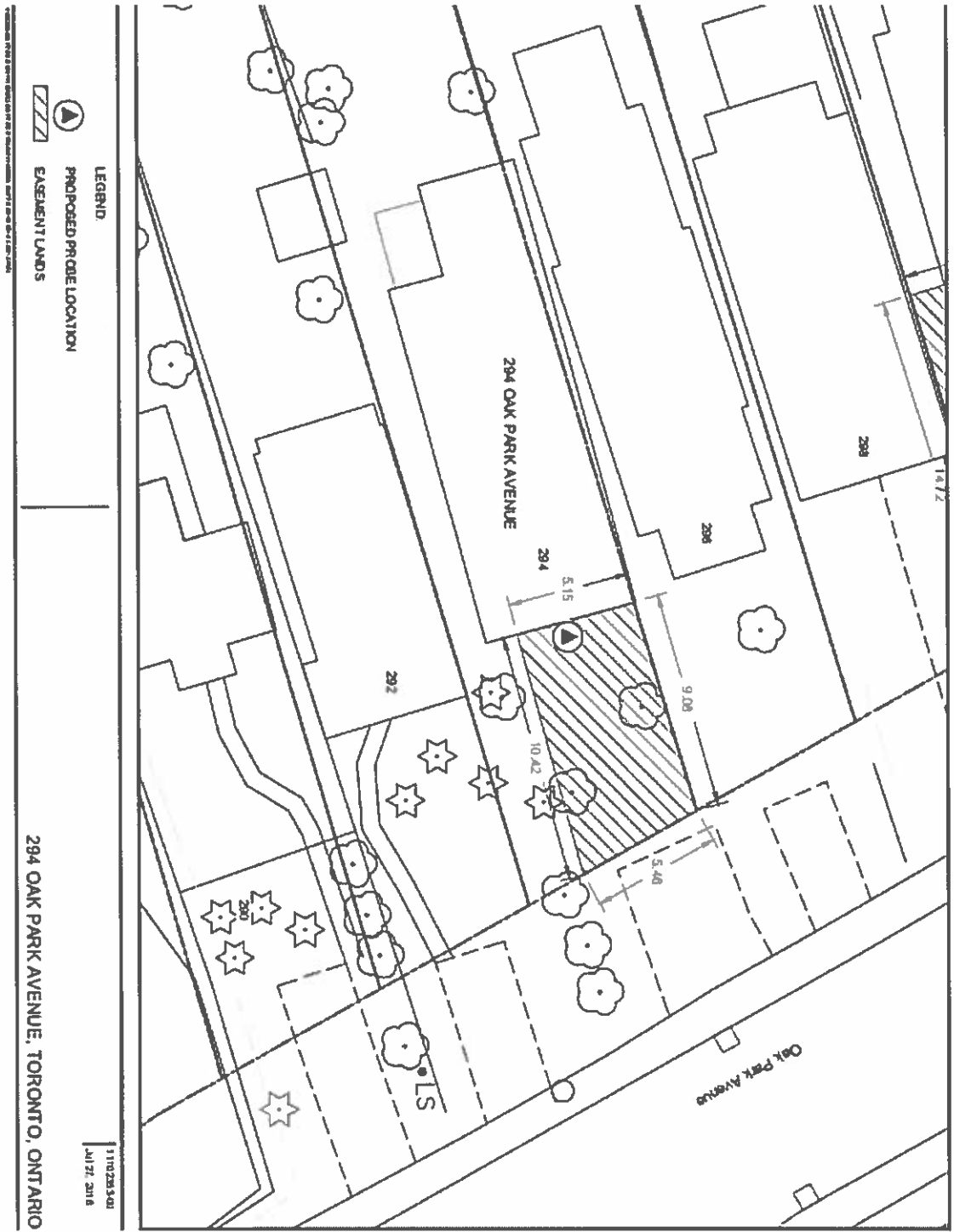
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



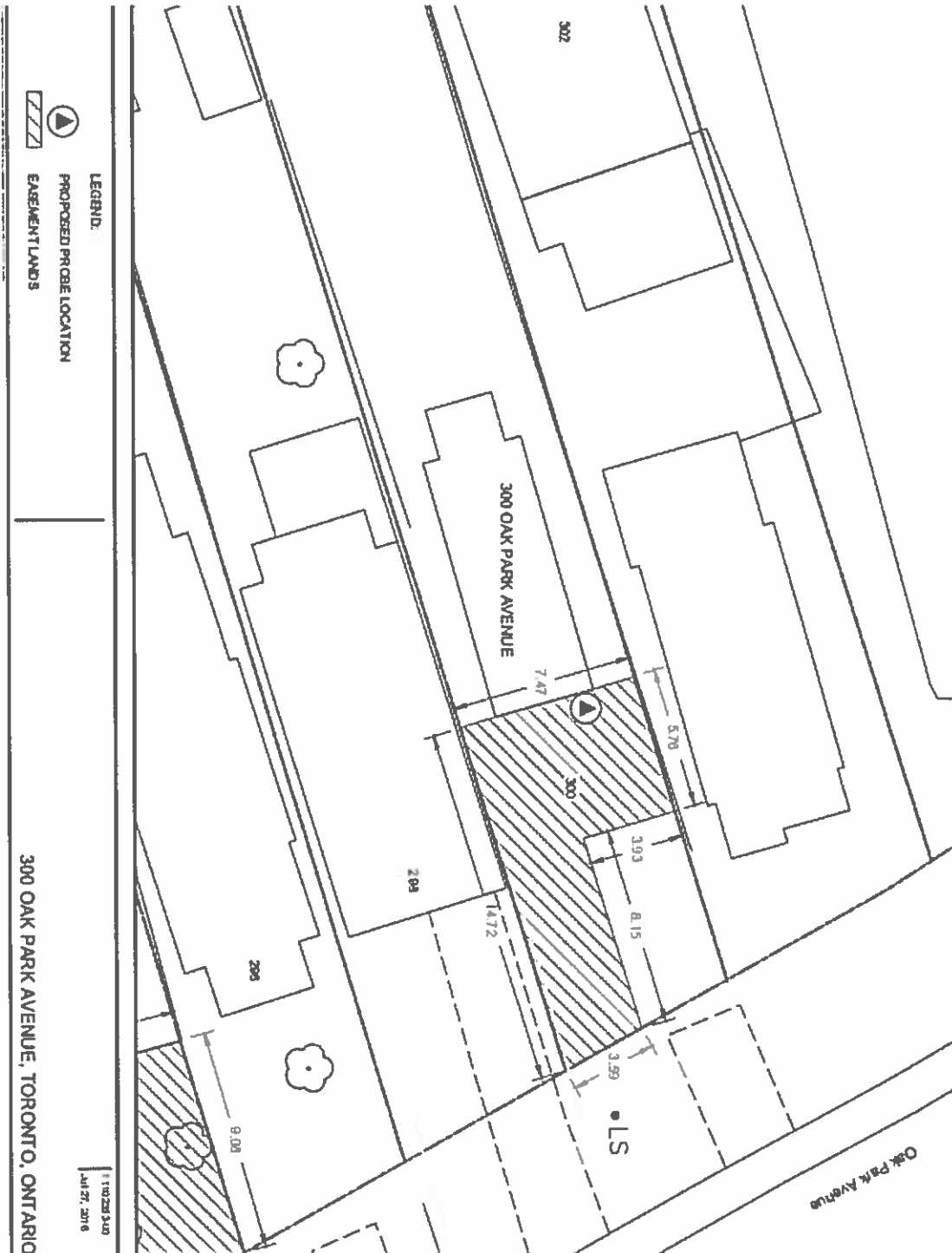
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



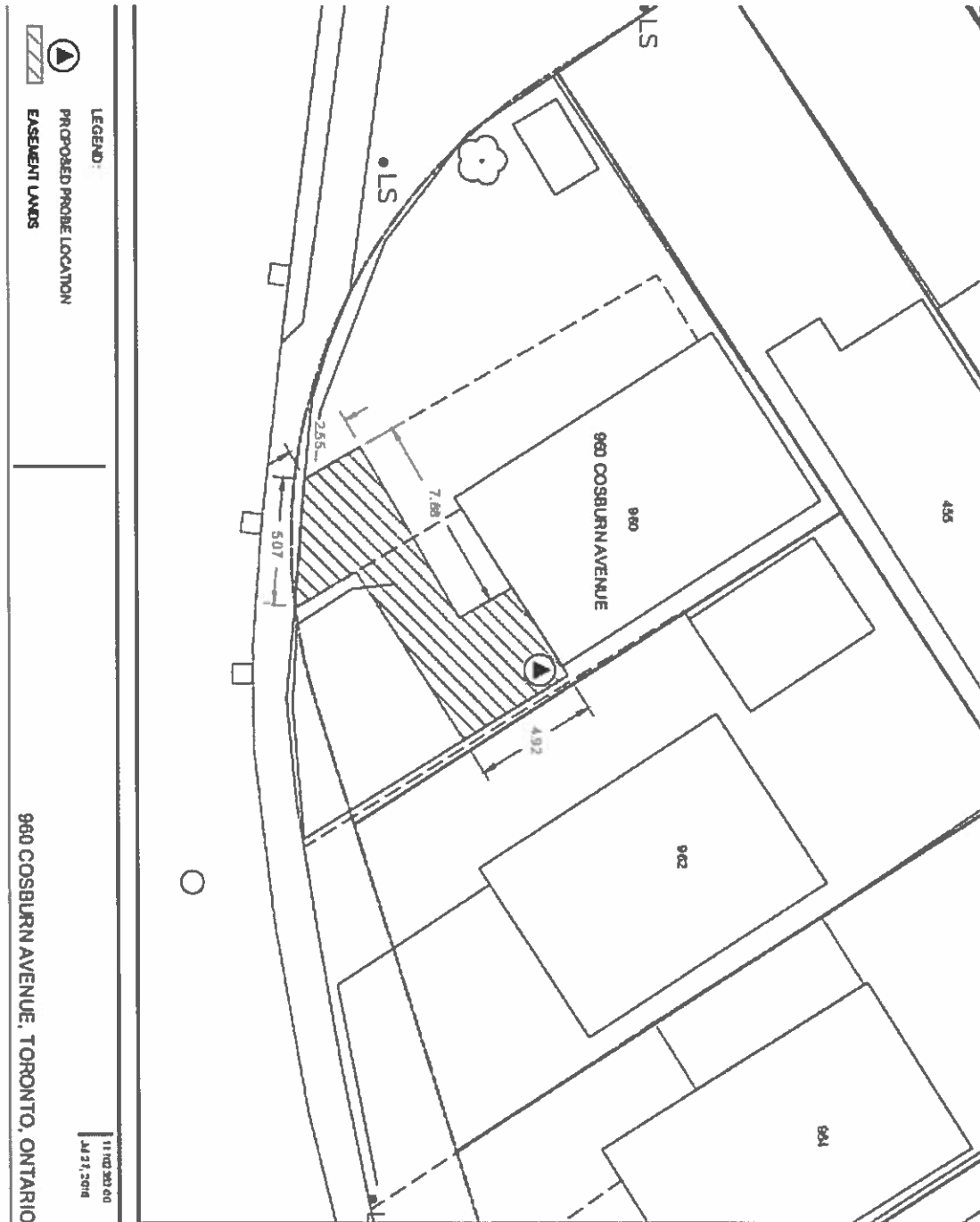
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



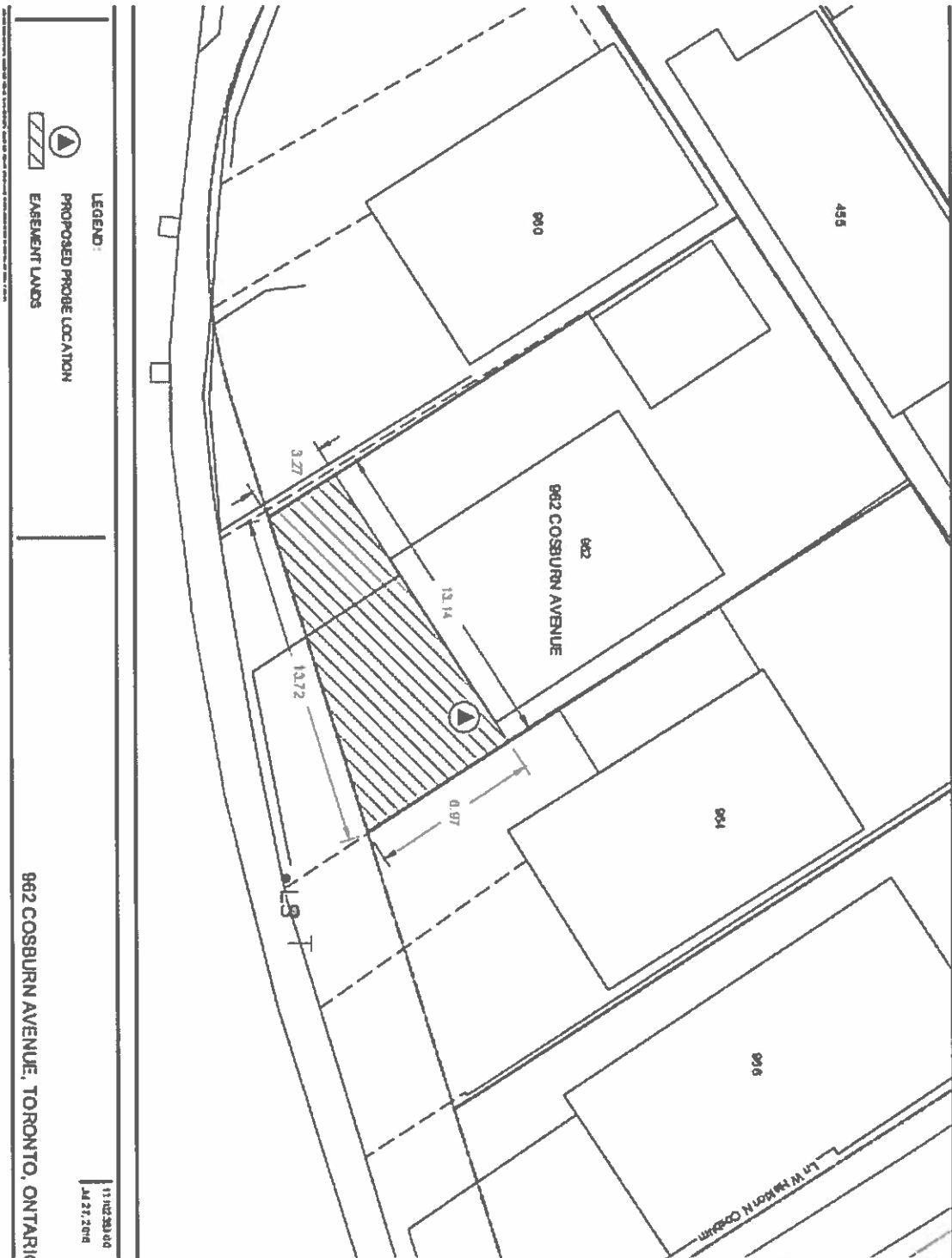
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



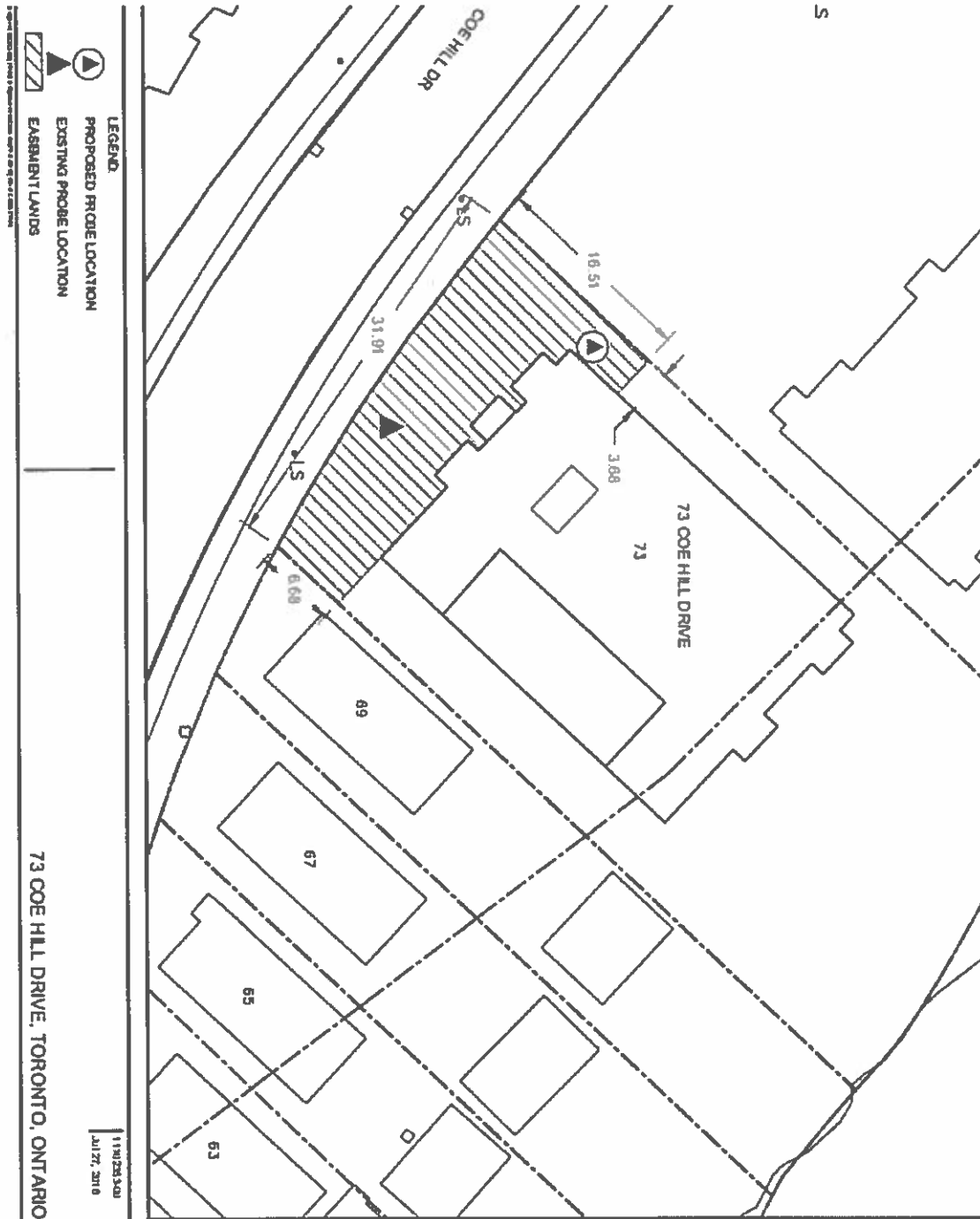
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



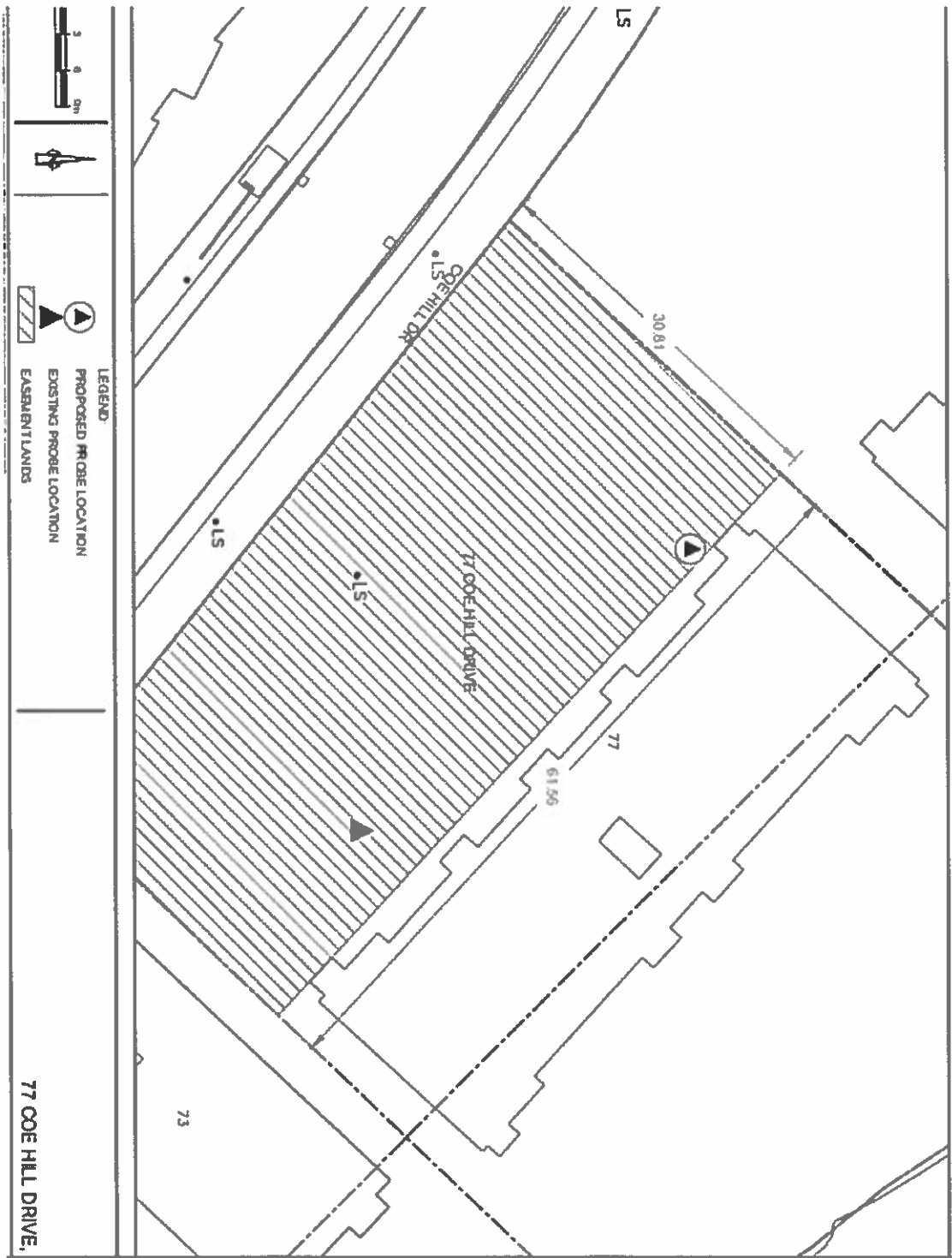
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



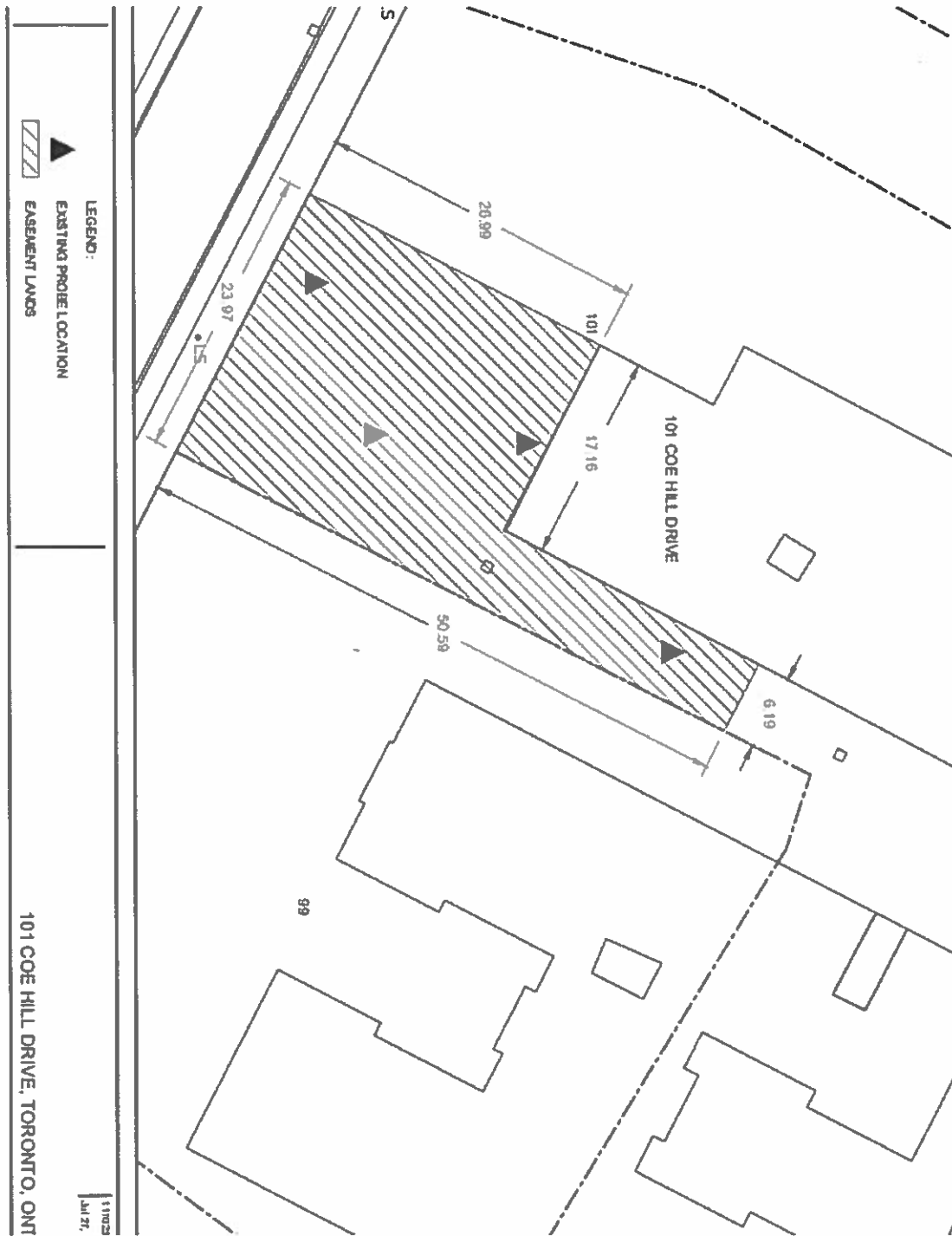
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



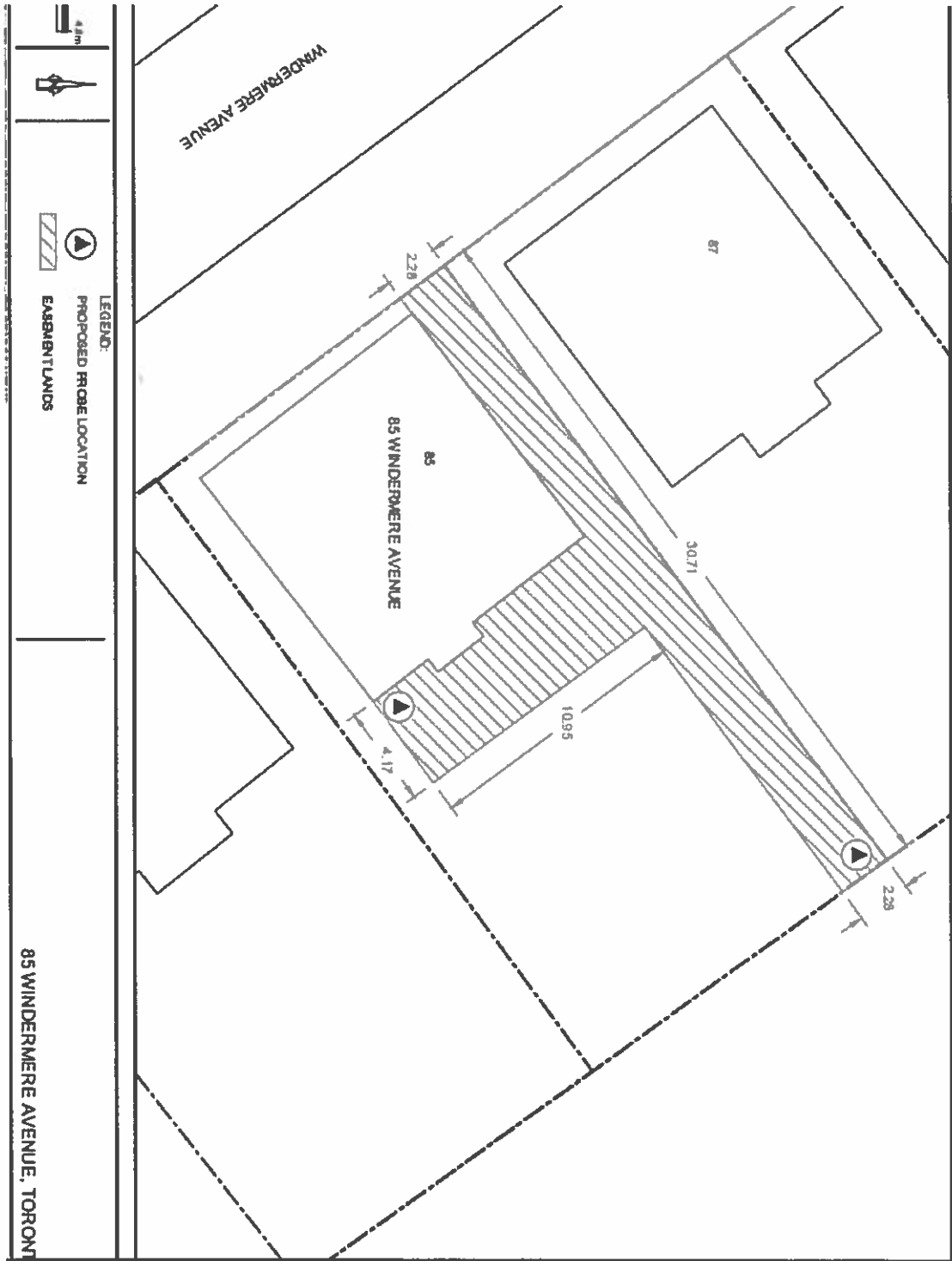
SCHEDULE "B"

PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



SCHEDULE "B"

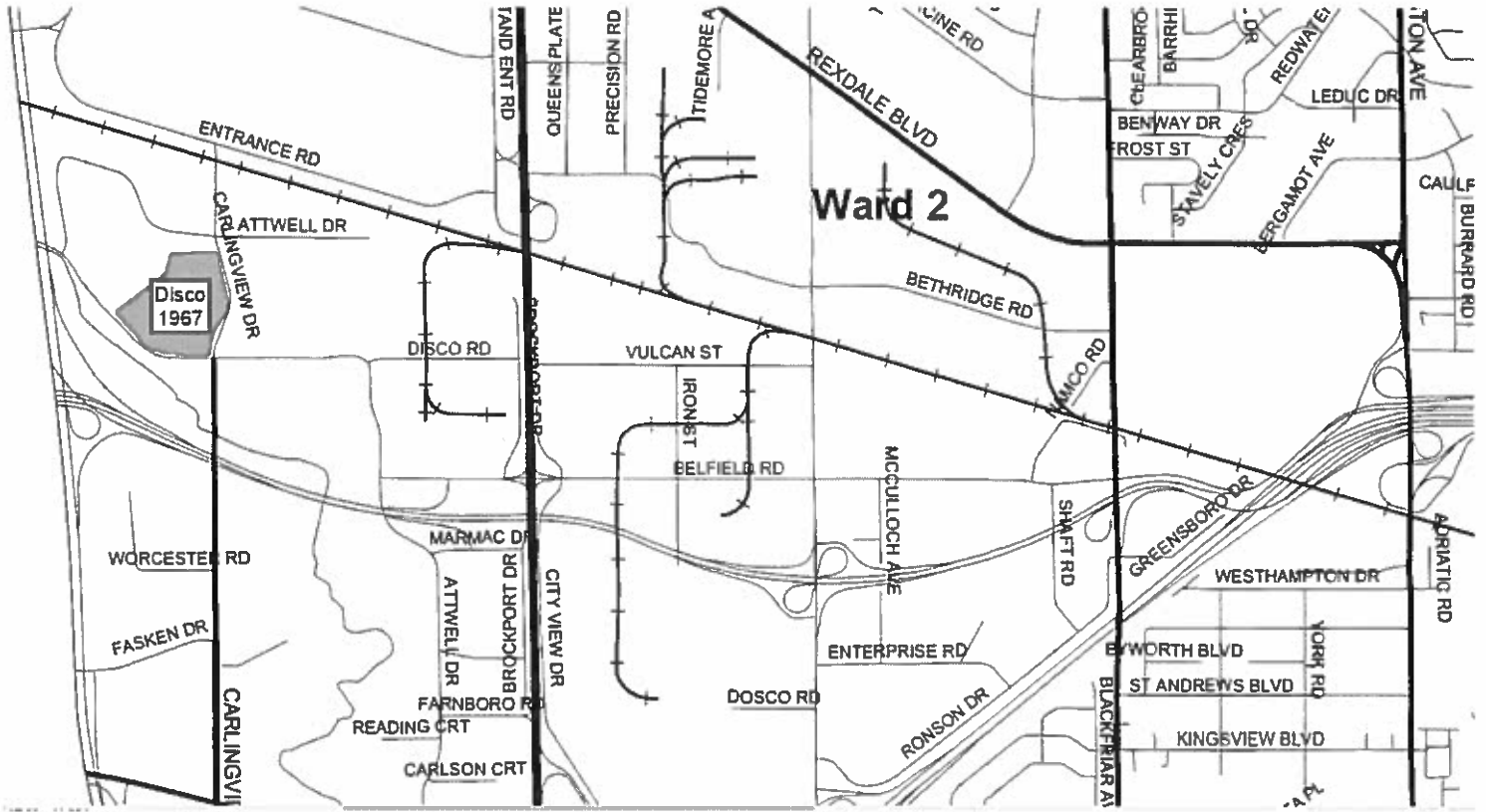
PROBE SITE PLAN SHOWING LOCATION OF PROBE AND EASEMENT LANDS



SCHEDULE "C"

MUNICIPALLY OPERATED LANDFILL SITES

DISCO



SCHEDULE "C"

MUNICIPALLY OPERATED LANDFILL SITES

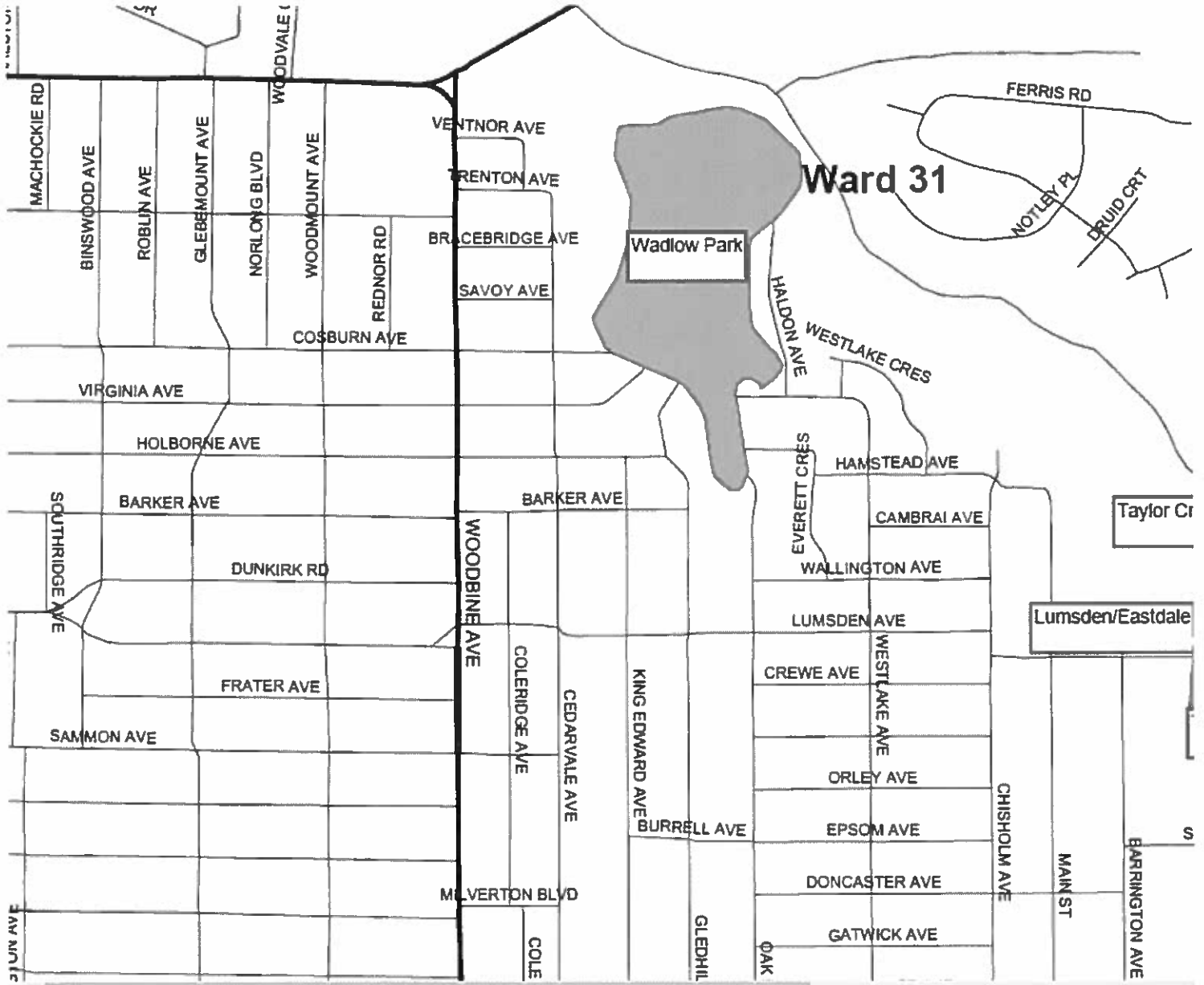
COE HILL



SCHEDULE "C"

MUNICIPALLY OPERATED LANDFILL SITES

STAN WADLOW



SCHEDULE "C"
MUNICIPALLY OPERATED LANDFILL SITES
SUNRISE

