

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

TRACKING NO.: 2016-075

<input checked="" type="checkbox"/> 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, 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)..			
<input type="checkbox"/> 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:	Adam Pressick	Division:	Real Estate Services
Date Prepared:	March 29, 2016	Phone No.:	(416) 392-1166
Purpose	To obtain authority for the City, as owner of the Property, as defined below, to enter into a licence agreement (the "Licence") with Enbridge Gas Distribution Inc. (the "Licensee") to permit the installation and monitoring of monitoring wells in boreholes, daylighting (whereby underground utilities are exposed and affected lands are restored), and tree surveying on a portion of the Property.		
Property	Part of Lot 14, Plan 4087, designated as Part 1, Plan 64R-10214, Toronto, municipally known as 21 Ashtonbee Road (the "Property"). The location of the Property is shown on Schedule "A".		
Actions	<ol style="list-style-type: none"> 1. The City enter into the Licence with the Licensee on the terms and conditions set on Page 4 hereof and on any other or amended terms and conditions as may be determined as appropriate by the Chief Corporate Officer (the "CCO") and in a form acceptable to the City Solicitor; 2. The CCO or her designate administer and manage the Licence including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the CCO may, at any time, refer consideration of such matters to City Council for its determination and direction; 3. The appropriate City officials are authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>The Licence Fee is Five Thousand Seven Hundred and Seventy Five Dollars (\$5,775.00) plus applicable taxes.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>The monitoring wells, daylighting and tree surveying by the Licensee will help assess the viability of the Licensee's proposal to construct and operate a natural gas regulatory facility on a portion of the Property. Should the City, in its sole and unfettered discretion, elect to permit the natural gas regulatory facility, the necessary City authorities and approvals will be sought. The borehole installation daylighting and tree surveying will be completed within fifteen (15) days after the commencement of the Licence. The Licence will grant access for an additional ninety (90) days for monitoring of groundwater levels in the boreholes. The Licensed Area and locations of the two (2) boreholes and three (3) daylighting areas are shown in Schedule "B". The Property is under the operational management of Toronto Water as it contains the Ashtonbee Reservoir. The Property also houses a nearby EMS station. Toronto Water and EMS have reviewed the borehole and daylighting locations and proposed terms of the Licence and have no concerns. No trees will be impacted by the tree surveying.</p>		
Property Details	Ward:	37 – Scarborough Centre	
	Assessment Roll No.:	1901-03-1-130-00100	
	Approximate Size:		
	Approximate Area:	Approximately 162,253 square feet	
	Other Information:	Vacant Land	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer 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 ABCDs:</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 & Parks & 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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input checked="" 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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Cautions;</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>	<p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><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).</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/Cautions;</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. 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 Thompson					Councillor:				
Contact Name:	Ihor Wons					Contact Name:				
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Proceed					Comments:				

Consultation with ABCDs				
Division:	Toronto Water/EMS		Division:	Financial Planning
Contact Name:	Mike Brannon/Ralph Hole		Contact Name:	Filisha Mohammed
Comments:	Proceed		Comments:	Reviewed

Legal Division Contact	
Contact Name:	Jack Payne

DAF Tracking No.: 2016-075	Date	Signature
Recommended by: Wayne Duong, Manager	Mar. 31, 2016	Sgd. Wayne Duong
<input type="checkbox"/> Recommended by: Director of Real Estate Services <input checked="" type="checkbox"/> Approved by: Joe Casali	April 1, 2016	Sgd. Joe Casali
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli		

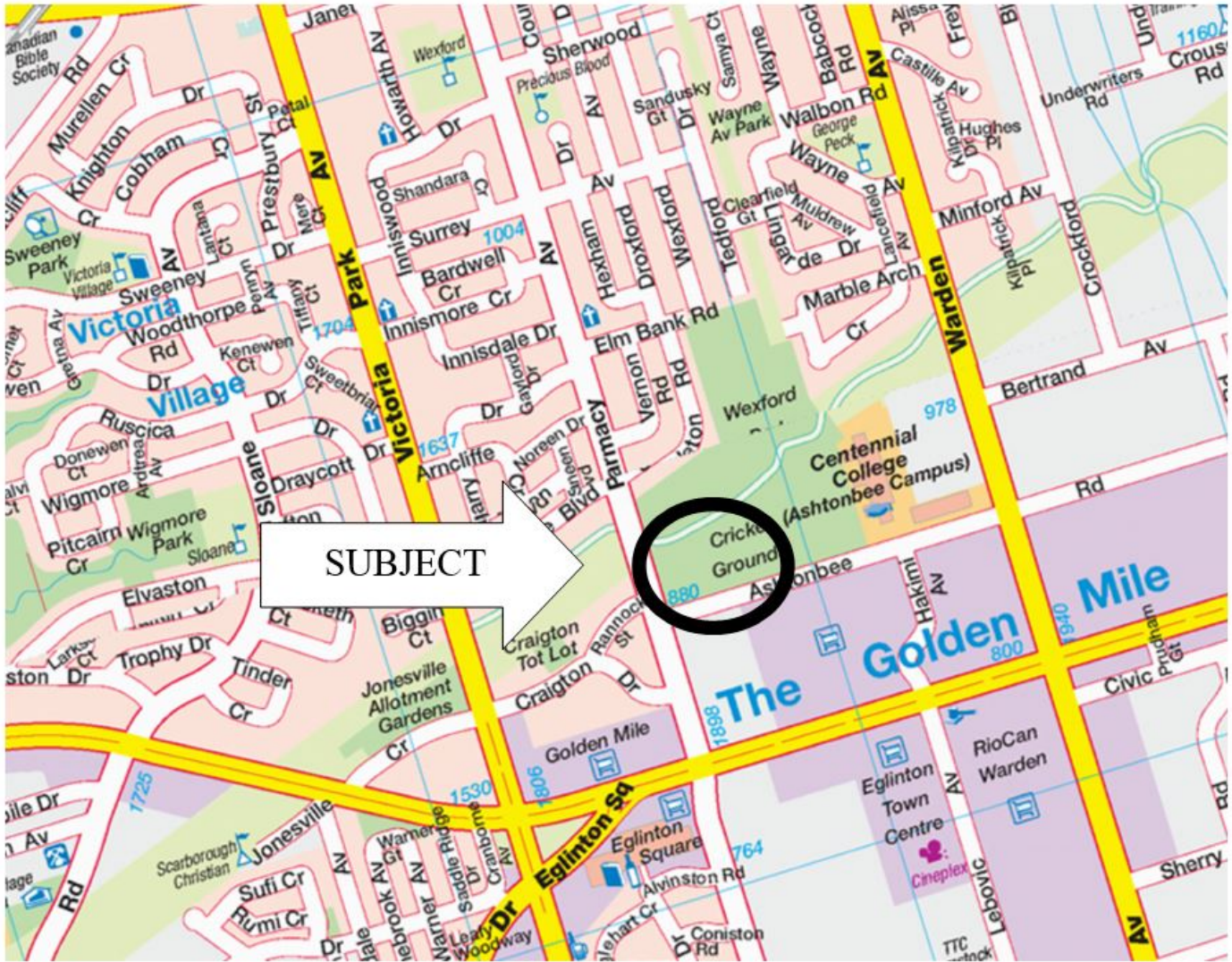
General Conditions ("GC")

- (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

- Licensee:** Enbridge Gas Distribution Inc.
- Property:** Part of Lot 14, Plan 4087, designated as Part 1, Plan 64R-10214, Toronto, municipally known as 21 Ashtonbee Road
- Licensed Area:** As outlined in broken lines on Schedule "B".
- License Fee:** Five Thousand, Seven Hundred Seventy-Five Dollars (\$5,775.00), based on a rate of Fifty Five Dollars (\$55.00) per day, plus applicable taxes. The Licensee shall pay all operating costs related its use of the Licensed Area, save and except that it shall not pay any realty taxes.
- Use:** Installation and monitoring of monitoring wells in boreholes, and daylighting (whereby utilities are exposed and the affected lands are subsequently restored) at the locations set out in Schedule "B", and tree surveying; temporary vehicular and pedestrian access from Ashtonbee Road as required for the above purposes
- Term:** One hundred and five (105) days, commencing April 4, 2016 and terminating July 18, 2016, consisting of fifteen (15) days for borehole installation, daylighting and tree surveying, and ninety (90) days for monitoring of groundwater levels in the boreholes
- Restoration:** Upon expiry or termination of the Licence, the Licensee shall repair, at its sole expense, any damage or disturbance to the Licensed Area arising out of or relating to its use of the Licensed Area, dispose of any soils and debris generated from the Licensee's use of the Licensed Area, and restore the Licensed Area to its condition prior to the Licensee's occupancy. The Licensee shall repair any damage or disturbance relating to the daylighting forthwith after completion of such activities.
- Indemnity:** The Licensee shall indemnify and save the City harmless from and against all losses, actions and claims brought against the City or its property in respect of loss, damage or injury arising out of the Licensee's use of the Licensed Area, the condition of the Licensed Area or the effect of such condition on adjoining lands.
- Insurance:** The Licensee shall take out and keep in force commercial general liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00), with the City added as an additional insured.
- Termination:** Either party may terminate the License by providing fifteen (15) days written notice.
- Permitted Substances:** The Licensee shall not use, store or deposit any hazardous substances on the Licensed Area, except for the Permitted Substances as defined in the Licence, which must be used in strict compliance with all applicable laws.

Schedule "A" - Location of the Property



Schedule "B" – Sketch of Licensed Area and Location of Boreholes (outlined and cross-hatched fill) and Daylighting (outlined)

