

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

TRACKING NO.: 2021-336

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Joe Corigliano	Division:	Corporate Real estate Management
Date Prepared:	December 3, 2021	Phone No.:	4163921167

<b>Purpose</b>	To obtain authority to enter into Licence Agreement (the " <b>Agreement</b> ") with Imperial Oil, by its managing partner, Imperial Oil Limited (the " <b>Licensee</b> ") to allow for the purposes of temporary access and installation of corrosion protection anodes into the existing permanent easement rights registered on the lands described below.
<b>Property</b>	The City is the registered owner of lands located in the City of Toronto legally described as Block E, Plan 5780 North York; S/T NY703001; Toronto (N York), City of Toronto being all of PIN 10309-1105 (LT) (the " <b>Lands</b> "); and abuts the intersections of Lanyard Road and Weston Road, as shown coloured pink within the thick yellow and purple lines on the location map in "Appendix B" (the " <b>Licensed Area</b> ").
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into the Agreement with the Licensee for the use of the Licensed Area, substantially on the terms and conditions set out below with such revisions thereto and any other or amended terms and conditions as may be determined by the Director, Transaction Services, Corporate Real Estate Management, and in a form acceptable to the City Solicitor;</li> <li>2. The Director, Transaction Services, Corporate Real Estate Management or her designate shall administer and manage the Agreement, including the provision of any consents, approvals, amendments, waivers, notices and notice of termination provided that the Director may, at any time, refer consideration of such matters (including their consent) to City Council for its determination and direction; and</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>The Licensee shall pay to the City a fee of \$3,000.00 (exclusive of HST) per calendar month for the occupancy of the Licensed Area, payable in advance on or prior to the Commencement Date. Revenue will be directed to the 2021 Council Approved Operating Budget for Corporate Real Estate Management (CREM).</p> <p>The term of the Licence shall commence on the date of the Agreement (the "<b>Commencement Date</b>") and end on February 28<sup>th</sup> 2022 (the "<b>Term</b>").</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
<b>Comments</b>	<p>The Licensee acknowledges and agrees that the Licensed Area is licensed in its present condition and shall be used by the Licensee and its Authorized Users only for the purposes of access and the installation of corrosion protection anodes into the pre-existing permanent easement area below grade.</p> <p>The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.</p>
<b>Terms</b>	See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	Ward 7-Humber River Black Creek
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	5,662.8 ft <sup>2</sup> ±
	<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>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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 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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</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/Estoppel 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>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 each position 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>

<b>Pre-Condition to Approval</b>			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
<b>Consultation with Councillor(s)</b>			
Councillor:	Anthony Perruzza	Councillor:	
Contact Name:	Anthony Perruzza	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Concurs (12/08/21)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	Transaction Services	Division:	<b>Financial Planning</b>
Contact Name:	Scott Delahunt	Contact Name:	Ciro Tarantino
Comments:		Comments:	Concurs 12/6/21
<b>Legal Services Division Contact</b>			
Contact Name:	Dale Mellor Concurs 12/7/21		

DAF Tracking No.: 2021- 336	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Ronald Ro</b>	Dec. 8, 2021	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Scott Delahunt</b>	Dec. 8, 2021	Signed by Scott Delahunt
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services</b>		

**"Appendix A - Term Sheet"**

- Licensor:** City of Toronto (the "City")
- Licensee:** Imperial Oil, by its managing partner, Imperial Oil Limited
- Properties:** The lands located in the City of Toronto legally described as Block E, Plan 5780 North York; S/T NY703001; Toronto (N York), City of Toronto being all of PIN 10309-1105 (LT) (the "**Lands**"); and abuts the intersections of Lanyard Road and Weston Road, as shown coloured pink within the thick yellow and purple lines on the location map in "Appendix B.
- Term End Date:** February 28<sup>th</sup> 2022.
- License Fee:** Licensee shall pay to the City a fee of \$3,000.00 (exclusive of HST) per calendar month for the occupancy of the Licensed Area, payable in advance on or prior to the Commencement Date.
- Use:** Licensee acknowledges and agrees that the Licensed Area is licensed in its present condition and shall be used by the Licensee and its Authorized Users only for the purposes of access and the installation of corrosion protection anodes into the pre-existing permanent easement area below grade (the "**Works**").
- Insurance:** The Licensee will be required to provide Commercial General Liability in the amount of \$5 million per occurrence for bodily injury (including death) and property damage. The City will be added as an additional insured.
- Indemnities:** The Licensee shall, or shall cause its Authorized Users to, at all times indemnify and save harmless the City from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property including, without restriction, employees, agents and property of the City or of the Licensee or its Authorized Users directly or indirectly arising out of or resulting from or sustained as a result of the Licensee or its Authorized Users' occupation of or use of the Licensed Area. The Licensee shall in no case be required to indemnify the City for the gross negligence or willful misconduct of the City or its employees, contractors, agents or representatives.
- The Licensee shall fully indemnify and save harmless the City against and from all liens and other claims under the *Construction Lien Act* (Ontario) or any successor legislation related to any work performed by or at the direct or indirect request of the Licensee at the Licensed Area, and shall at its own expense see to the removal from the registered title to the Licensed Area and/or surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within ten (10) days of being notified in writing by the City to do so, failing which the City may see to such removal and recover the expense and all attendant costs from the Licensee as owing and in arrears.

**"Appendix B- Location Map"**

