

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

TRACKING NO.: 2022-208

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:	September 14, 2022	Phone No.:	416-392-1167

Purpose	To obtain authority to enter into a licence agreement with Elexicon Energy Inc. (the "Licensee") for part of the City-owned property known as 1390 Concession Road 3, Pickering, Ontario, as legally described in Schedule "A" , to permit the temporary installation of hydro poles that provide electrical service to the Brock West closed landfill site. Durham Region is in the process of constructing a new regional road, Peter Matthews Drive, and relocation of the existing hydro poles is required in order to allow for the new road construction.
Property	Part of the Property 1390 Concession Road 3, Pickering, Ontario, as legally described in Schedule "A" being a network of roads within the closed land fill, comprising of approximately 4725 square metres in area, at the southern limit of the closed Brock West landfill, abutting the Durham Region ROW, and proposed Peter Matthews Drive. See "Appendix B" Maps.
Actions	1. Authority be granted to enter into a Licence Agreement with the Licensee, substantially on the terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The Licensee will pay the City a fee in the amount of \$3,100.00 (plus HST) per annum, for a five (5) year term, payable upon execution of the license agreement. Revenue will be directed to the 2022 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost center FA0012 and will be included in future operating budget submissions for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as detailed in the Financial Impact section.</p>
Comments	<p>The Licensee requires access in order to complete relocation of existing hydro poles, which support infrastructure for ongoing hydro supply to the Brock West closed landfill site. Relocation of the poles must be done before road construction can be carried out in the area.</p> <p>The proposed license fee and other major terms and conditions of the License Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A"

Property Details	Ward:	N/A
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	50,860 sq. ft. (4,725 m ² ±)
	Other Information:	

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 & Parks & 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>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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 & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	N/A				Councillor:				
Contact Name:	N/A				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:					Comments:				

Consultation with Divisions and/or Agencies

Division:	Landfill Operations	Division:	Financial Planning
Contact Name:	Lynda Mulcahy	Contact Name:	Filisha Jenkins
Comments:	September 12 th 2022	Comments:	September 14 th 2022

Legal Services Division Contact

Contact Name: Tammy Turner September 13th 2022

DAF Tracking No.: 2022-208	Date	Signature
Concurred with by: Manager, Real Estate Services Susan Lin	Sept. 19, 2022	Signed by Susan Lin
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Van Hua	Sept. 19, 2022	Signed by Van Hua
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		

1390 Concession Road 3, – DAF Tracking No.: 2022-208**Appendix "A" – Terms & Conditions**

- Licensee: Elexicon Energy Inc.
- Licensor: City of Toronto
Property: PIN 26383-1414 (LT):
PT LTS 20, 21, 22, 23 & 24 CON 3 PICKERING; PT RDAL BTN LTS 22 & 23 CON 3 PICKERING , AS CLOSED BY BYLAW PI22182; PT RDAL BTN LTS 20 & 21 CON 3 PICKERING AS CLOSED BY BYLAW PI22182; T/W EASEMENT OVER PT LT 22, CON 2, AND RDAL BTN CON 2 & 3 PICKERING, BEING PTS 1 & 2 40R12294, IN FAVOUR OF PT LTS 20 TO 24 CON 3, AND RDAL BTN CON 2 & 3, AND RDAL BTN LTS 20 & 21 CON 3, AND RDAL BTN LTS 22 & 23 CON 3, PICKERING, BEING PTS 1 TO 6 40R10979, AS IN D346775; TOGETHER WITH AN EASEMENT OVER PART LOTS 21,22,23 AND 24 CONCESSION 3, PART LOT 22 CONCESSION 2, PART RDAL BTWEEN LOTS 22 AND 23 CONCESSION 3 PART RDAL BETWEEN CONCESSIONS 2 AND 3, PARTS 1 AND 2 PLAN 40R29589 AS IN DR1622696; CITY OF PICKERING
- Licensed Premises: those areas shown in blue, pink, orange and yellow on Appendix "B"
- Approximate Space: 50,860 sq. ft. (4,725 m² ±)
- Licence Commencement: The term of the Licence shall be a period of five (5) years (the "**Term**"), commencing on the execution of the agreement.
- License Fee: \$3,100.00 plus HST, per annum, for the 5 year period
- Termination: The Licensee and the City shall each have the right to terminate this Agreement on 30 days written notice
- Acceptance: The Licensee accepts the Licensed Premises in its "as is" and "where is" condition, and acknowledges that the City makes no representation and gives no warranty with respect to the Licensed Area as to its fitness for the Licensee's purposes or the condition, quality, merchantability or utility thereof, except as set out herein.
- Insurance: the Licensee at its own expense, shall take out and keep in full force and effect:
- (a) Commercial General Liability Insurance which has inclusive limits of not less than \$5,000,000.00 per occurrence, for bodily injury and property damage resulting from any one occurrence and which extends to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and Contractor's Protective Coverage, Completed Operations Coverage, Employer's and/or Contingent Employer's Liability; and Non-Owned Automobile Liability. The policy shall include a Cross Liability and Severability of Interest Clause and shall name the City is to be added as an additional insured; and
 - (b) Contractor's Pollution Liability with a minimal limit of \$2,000,000.00;
 - (c) Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used on the Licensed Area; and
 - (d) any such other insurance as the City, acting reasonably, may require
- Indemnity: 1) The Licensee releases and shall at all times hereafter fully indemnify and save harmless the City's Representatives of and from any and all manner of Claims which may be made or brought against, suffered by, or imposed on the City's Representatives or their property, in respect of any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person or property (including, without restriction, the City's Representatives and property of the City's Representatives or of the Licensee's Representatives) directly or indirectly arising out of, resulting from, or sustained as a result of any and all of the items listed in the License agreement
- 2) The Licensee shall, at all times hereafter, fully indemnify and save harmless the City's Representatives against and from all liens which may bind the Property resulting directly or indirectly from any act or omission of the Licensee's Representatives, including claims under the Construction Act or any successor legislation related to any work performed by or at the direct or indirect request of the Licensee's Representatives at the Property, and shall at its own expense see to the removal from the registered title to the Property 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 five business (5) days of being notified in writing by the City to do so, failing which the City may see to such removal at the Licensee's sole cost and expense and the Licensee covenants that it shall pay to the City, the City's reasonable expenses and all attendant costs in relation thereto, plus a 15% administrative fee.

Appendix "B" Map and Area Sketch

