

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

TRACKING NO.: 2017-011

- 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:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	February 15 <sup>th</sup> , 2017	Phone No.:	(416) 392-1167

<b>Purpose</b>	To obtain authority for the City of Toronto (the " <b>City</b> ") to enter into a license agreement with the owner of the property know as 239 Beechgrove Drive, Toronto (formerly Scarborough) for permission to enter on a portion of the property (the " <b>Licensed Area</b> ") to permit and expanded a work area needed to assist the construction activities at the shaft location on the adjacent road allowance for the Highland Sanitary Trunk Sewer System Project. Schedule "A" - Location Map
<b>Property</b>	The Licensed Area comprises approximately 41 square meters as depicted in Schedule "B"
<b>Actions</b>	Approval be given for the following: <ol style="list-style-type: none"> <li>The City enter into a licence agreement with the Owners to permit entry onto the Licensed Area for a period of eight (8) months for the purpose of unobstructed access required to facilitate adjacent construction from the front portion of the property, together with all necessary and convenient vehicles, supplies, machinery, gear, tools, equipment and light equipment; and,</li> <li>The Chief Corporate Officer or designate shall administer and manage the licence agreement 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;</li> <li>The appropriate City Officials be authorized and directed to take whatever action is necessary to give effect thereto.</li> </ol>
<b>Financial Impact</b>	A licence fee in the amount of \$2000.00 will be payable to the Owner for the eight (8) month term. It will be paid in advance on or before the first business day prior to the commencement of the term.  "Funding for the licence fee and any other costs associated with this licence agreement has been included in the 2017 Approved Capital Budget and 2018-2026 Approved Capital Plan for Toronto Water, under account numbers CWW470-02 and CWW014-15 respectively."  The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The Highland Sanitary Trunk Sewer (STS) is a large diameter sewer that conveys its flows to the Highland Creek Wastewater Treatment Plant. The section of the Highland (STS) running underneath Lawrence Avenue and Beechgrove Drive requires rehabilitation work in order to maintain its functionality as a result of the increasing corrosion and aging of the sewer. While construction for the sewer rehabilitation will be trenchless, the City and its contractors will require two access shafts through which the sewer repairs can be completed. The City is proposing to construct one of the access shafts on the road allowance in front of 239 Beechgrove Drive. Due to the limits of the project area, the temporary licence requested from the owner will help the construction work by increasing working area for the mobility of machinery and workers.
<b>Terms</b>	See page 4

<b>Property Details</b>	<b>Ward:</b>	44- Scarborough East
	<b>Assessment Roll No.:</b>	1901091630035000000
	<b>Approximate Size:</b>	41 m <sup>2</sup>
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

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:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<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:	<b>Delegated to a more senior position.</b>	<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 checked="" 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. <b>Delegated to a less senior position.</b>
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:	R. Moeser					Councillor:				
Contact Name:	R.Moeser					Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo	<input checked="" type="checkbox"/>	Other			
Comments:	Concurs – City Wide Project					Comments:				
Consultation with ABCDs										
Division:	Engineering & Construction Services					Division:	Financial Planning			
Contact Name:	Dina Kuvandykova					Contact Name:	Filisha Mohammed			
Comments:	Concurs					Comments:	Concurs			
Legal Division Contact										
Contact Name:	Dina Marcutti & Jennifer Davidson									
DAF Tracking No.: 2017-011			Date			Signature				
Recommended by: Tim Park, Mgr. Acquisitions & Exprop.			Feb 15 <sup>th</sup> 2017			Signed By: Tim Park				
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali			Feb 22 <sup>nd</sup> 2017			Signed By: Joe Casali			
<input checked="" type="checkbox"/>	Approved by:									
<input type="checkbox"/>	Approved by: Chief Corporate Officer Josie Scioli						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: 2017-011****Licence Terms**

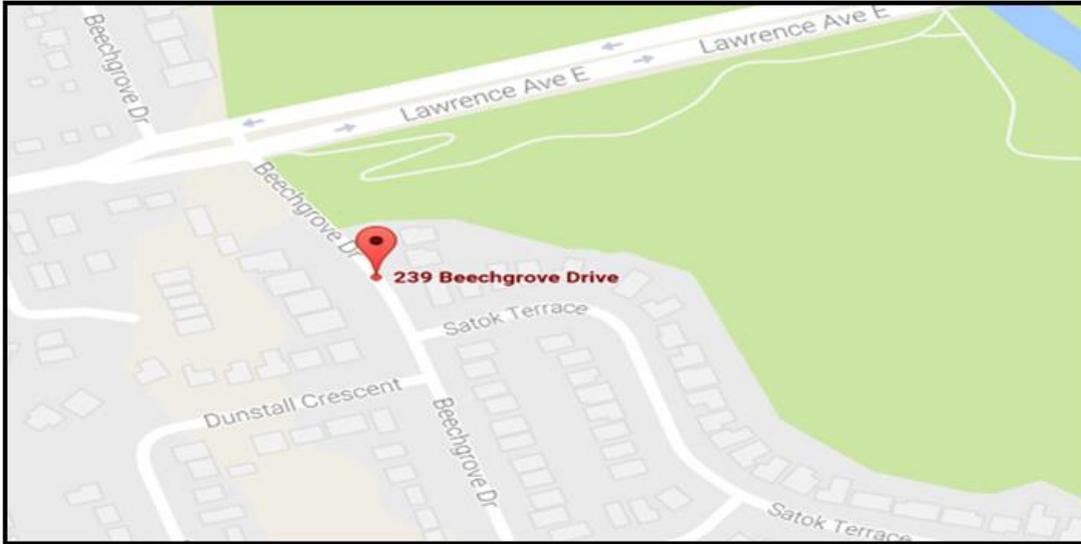
Licensor: Eric Daniel Skodic

Licensee: City of Toronto

Fee: \$2,000.00

- I. The City acknowledges and agrees that the *Licensed Area* is licensed in its “as is” condition and shall be entered upon, accessed and used by the City only for the purpose of the *Work* and performing any work incidental thereto.
- II. The term of the *Licence* (the “*Term*”) shall commence upon the City providing 30 days notice to the Licensor (the “*Commencement Date*”) and expire at 11:59 p.m. on the day the *Work* is completed, as completion is determined in the sole discretion of the City, provided that in any event the *Term* shall expire Eight (8) months after the *Commencement Date*.
  - a) During the *Term*, the City shall have the right to perform the *Work* between the hours of 7 a.m. and 12 a.m. Mondays to Fridays, both inclusive, and between the hours of 9 a.m. and 9 p.m. on Saturdays and Sundays. Upon 48 hours notice by the City, for a period of up to eight months (8) months, the *Representatives* will have the right to perform the *Work* 24 hours a day seven days a week.
- III. The City it will carry out the *Work* at the City’s sole expense;
- IV. The City will maintain the *Licensed Area*, at its sole cost and expense, in a clean and tidy condition to the extent of the condition existing immediately prior to the *Commencement Date*, except as required to carry out the *Work*;
- V. The City will use reasonable efforts not to interfere with the Licensor’s access to and use of the *Licensed Area*, and it will use reasonable efforts to minimize disturbance to the normal usage of any adjoining property, it is however understood and agreed that over the course of the *Term* there will be significant disturbances as a result of construction related noise and the likely use of construction lighting at night; and
- VI. The City will keep the *Licensed Area* fenced and hoarded and perform any other reasonable safety measures to protect the residents;
- VII. The City will not operate, install, use, repair or maintain any storage of material and heavy equipment on the *Property*;
- VIII. The Licensor shall permit pre-inspection of the property including taking photographs from inside his *Property* to evidence the pre-existing condition of the *Property*;
- IX. The City will not perform any major excavation on the *Property*;
- X. The City will not to place any additional infrastructure on the *Property*; and
  - a. any damages to the existing lawn and other infrastructure within the *Property* caused by the construction work will be restored to the existing or better condition than that existing prior to the City’s use of the *Property*.
- XI. The Two (2) City owned trees will be removed in front of the property, upon completion of the project, 2 mature trees will be planted, as determined by the City, acting reasonably.
- XII. The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising directly out of the carrying out of the *Work* upon the *Licensed Area* by the City and its *Representatives* during the *Term*, except to the extent caused and/or contributed to by the negligence or wilful misconduct of the Licensor.

Schedule "A" – Location Map and approximate Licensed Area (Blacklined)



### Schedule "B" – Licensed Area (Sketch)

