

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

TRACKING NO.: 2018-269

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Allan Mak	Division:	Real Estate Services
Date Prepared:	July 30, 2018	Phone No.:	416-392-8159

Purpose	To obtain authority to enter into a license agreement extension ("License Agreement") for a portion of lands located at 239 Beechgrove Drive (the "Licensed Area"). The License Agreement is for the purpose of permitting and expanding 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. The Licensed Area is shown as Part 1 on the property sketch (WP-2016-001), attached hereto as Appendix "B" (the "Property Sketch"). The Licensed Area has expanded since the original license agreement to include the sterilized adjacent driveway (the "Driveway").
Property	The property known municipally as 239 Beechgrove Drive as shown on the Location Map attached hereto as Appendix "C" – Location of Subject Property. The Licensed Area comprises of approximately 41 square meters as depicted in Appendix "B" – Property Sketch.
Actions	<ol style="list-style-type: none"> The City enter into a license agreement extension with the Owners to permit entry onto the Licensed Area for an additional 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; The Deputy City Manager, Internal Corporate Services or designate shall administer and manage the license 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; The appropriate City Officials be authorized and directed to take whatever action is necessary to give effect thereto.
Financial Impact	<ol style="list-style-type: none"> A license fee in the amount of \$4,700.00 will be payable to the owner for the eight (8) month term prior to the commencement of the extension term. A breakdown of the amount follows:: <ol style="list-style-type: none"> \$2,000.00 for the use of the Licensed Area for the duration of the extension term (8 months) \$1,350.00 for the Driveway sterilization for the duration of the extension term (8 months) \$1,350.00 for the Driveway sterilization for the duration of the original licensed term (8 months) Funding for the license fee and any other costs associated with this license agreement has been included in the 2018 Approved Capital Budget and 2019-2027 Approved Capital Plan for Toronto Water, under account number CWW014-14-19. <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	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 license requested from the owner will help the construction work by increasing working area for the mobility of machinery and workers.
Terms	See Appendix "A" for Terms

Property Details	Ward:	Ward 44 – Scarborough East
	Assessment Roll No.:	1901091630035000000
	Approximate Size:	N/A
	Approximate Area:	41 m ² (441.32 ft ²)
	Other Information:	N/A

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 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 \$50,000.	<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"/> (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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/Caution
		<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. 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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager 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 Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)					
Councillor:	Councillor Jim Hart, Ward 44			Councillor:	
Contact Name:	Calum MacMillan, Executive Assistant			Contact Name:	
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Other
Comments:	Concurs			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Engineering & Construction Services			Division:	Financial Planning
Contact Name:	Dina Kuvandykova			Contact Name:	Patricia Libardo
Comments:	Concurs			Comments:	Concurs
Legal Division Contact					
Contact Name:	Jennifer Davidson / Dina Marcutti				

DAF Tracking No.: 2018-269	Date	Signature
Concurred with by: Manager, Real Estate Services	July 31, 2018	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Manager, Real Estate Services <input checked="" type="checkbox"/> Approved by: Tim Park	July 31, 2018	Signed by Tim Park
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore		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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A" – Terms & Conditions

Licensor: Eric Daniel Skodic

Total License Fee: \$4,700.00

Licensed Lands: Part of 239 Beechgrove Drive, designated as Part 1 on the Property Sketch (Appendix "B")

Other Terms: 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.

The term of the License (the "Term") shall commence July 2, 2018 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, being no later than March 1, 2019.

- 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.

The City it will carry out the Work at the City's sole expense.

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.

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.

The City will keep the Licensed Area fenced and hoarded and perform any other reasonable safety measures to protect the residents.

The City will not operate, install, use, repair or maintain any storage of material and heavy equipment on the Property.

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.

The City will not perform any major excavation on the Property.

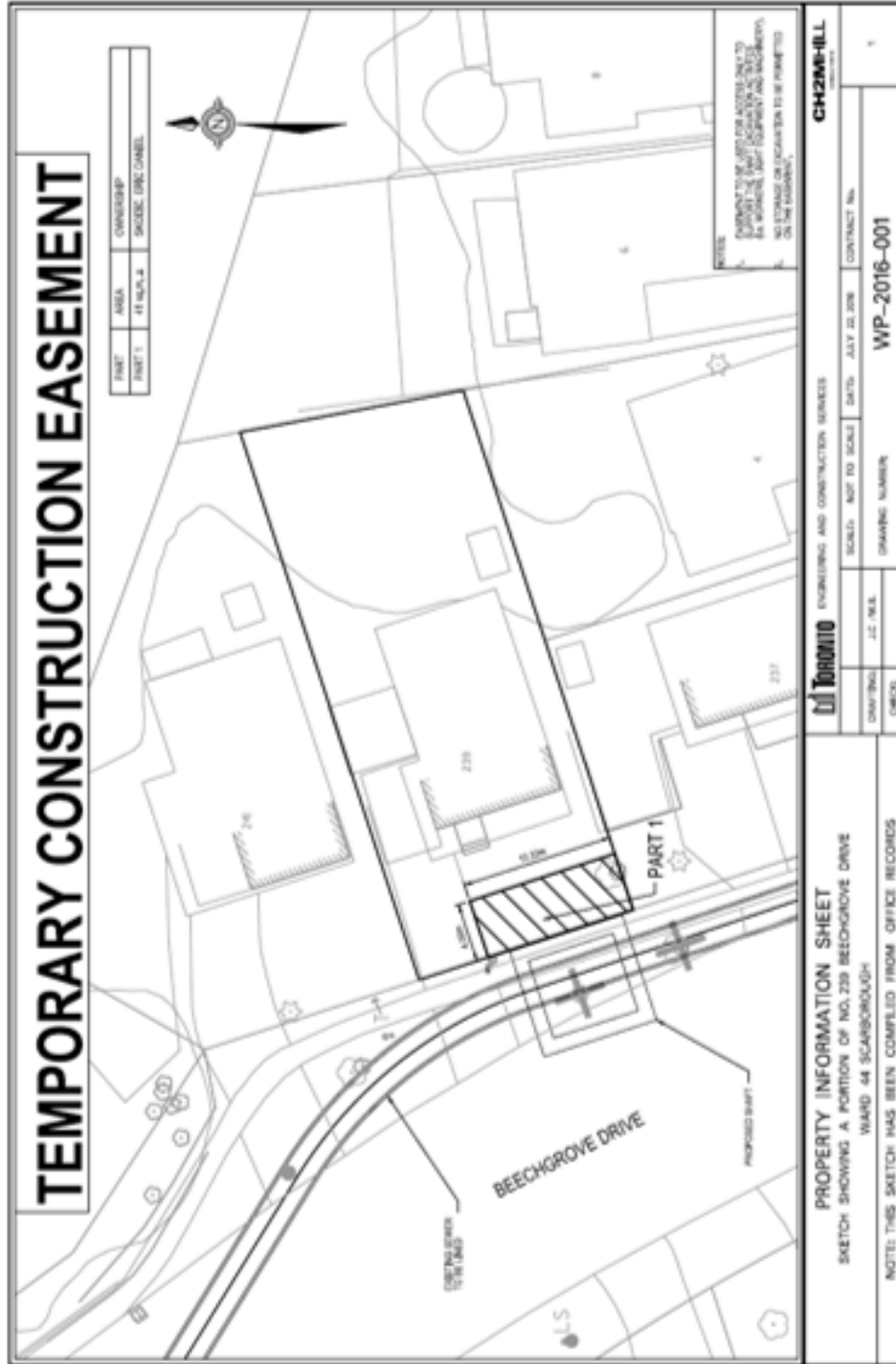
The City will not to place any additional infrastructure on the Property.

- 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.

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.

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.

Appendix "B" – Property Sketch



Appendix "C" – Location of Subject Property

