



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

TRACKING NO.: 2019-052

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:	Mike Saffran	Division:	Real Estate Services
Date Prepared:	March 28, 2019	Phone No.:	(416) 392-7205
<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence Agreement") with V. Guth Investments Limited, H. Handelsman Investments Limited, 1053243 Ontario Limited and 1053245 Ontario Limited, (collectively, the "Licensor") for the purpose of temporary access for construction vehicles and equipment for sewer rehabilitation works (the "Works").		
<b>Property</b>	The property municipally known as 80 Midwest Road, Toronto, Ontario legally described as LT 126 PLAN 9846, PTS 1, 2 & 3 64R2747; S/T SC256000 & SC260667, ASSIGNED BY TB475444, PT 2 64R2747 & S/T SC267449; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1, 64R2747 UNTIL 2018/12/31 AS IN AT4115179; CITY OF TORONTO and shown as the hatched area (the "Property") on the attached Appendix "A", aerial map of licenced area.		
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into the Licence Agreement with the Licensor to access the Property, on the terms and conditions set out below and any other or amended terms and conditions as may be deemed appropriate by the Director of Real Estate Services, and in a form acceptable to the City Solicitor.</li> <li>The Director of Real Estate Services, or his designate, shall administer and manage the Licence Agreement including the provision of any consents, approvals, waiver notices, and notices of termination provided that the Director of Real Estate Services 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 the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	<ol style="list-style-type: none"> <li>The following costs will be incurred by the City during the term of the Licence:           <ol style="list-style-type: none"> <li>Licence Fee payable to the Licensor of \$5,648.00 (exclusive of HST);</li> <li>Licence Fee (extended term), payable to the Licensor of \$2,118.00 (exclusive of HST);</li> <li>Legal Fees payable to Licensor of \$2,000.00 (exclusive of HST);</li> </ol>           Total estimated costs for the term of the Licence is \$9,766.00 (exclusive of HST).         </li> <li>Funding is available in CWW014-17-02.</li> </ol> <p>The Chief Financial Officer &amp; Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	Engineering and Construction Services ("ECS") in consultation with Toronto Water ("TW") has identified 80 Midwest Avenue as a priority area for upgrading its infrastructure. The City has an existing easement for a sewer and watermain running east to west at the south end of 80 Midwest Avenue. The City requires temporary access to its easement during the term of the licence to access for construction vehicles and equipment for sewer rehabilitation works.		
<b>Terms</b>	See Page 4, Terms and Conditions		
<b>Property Details</b>	<b>Ward:</b>	21 – Scarborough Centre	
	<b>Assessment Roll No.:</b>	19 01 043 650 021 00	
	<b>Approximate Size:</b>	16 m x 10 m ± (52.5 ft x 32.8 ft ±)	
	<b>Approximate Area:</b>	160 m <sup>2</sup> (1,722.3 ft <sup>2</sup> )	
	<b>Other Information:</b>	A portion of private land at 80 Midwest Avenue	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services 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 Divisions and Agencies:</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/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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</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 a more senior position.</b></p> <p><input 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 checked="" 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 a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</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"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services 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, Corporate Services and any related documents.

Consultation with Councillor(s)									
Councillor:	Michael Thompson				Councillor:				
Contact Name:	Ihor Wons				Contact Name:				
Contacted by:	<input checked="" type="checkbox"/>	Phone	<input checked="" type="checkbox"/>	E-Mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other	
Comments:	No objection – March 28, 2019				Comments:				
Consultation with Divisions and/or Agencies									
Division:	Engineering and Construction Services				Division:	Financial Planning			
Contact Name:	Mariana Balaban				Contact Name:	Lauren Birch			
Comments:	Concurs with submission of report - March 22 2019				Comments:	Concurs with FIS - March 25, 2019			
Legal Division Contact									
Contact Name:	David Eveline – March 19, 2019								

DAF Tracking No.: 2019-052	Date	Signature
Concurred with by: Manager, Leasing & Site Management Tim Park	March 29, 2019	Signed by Tim Park
<input type="checkbox"/> Recommended by: Manager, Transaction Services Daran Somas <input checked="" type="checkbox"/> Approved by:	March 29, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	March 29, 2019	Signed by Nick Simos

#### General Conditions ("GC")

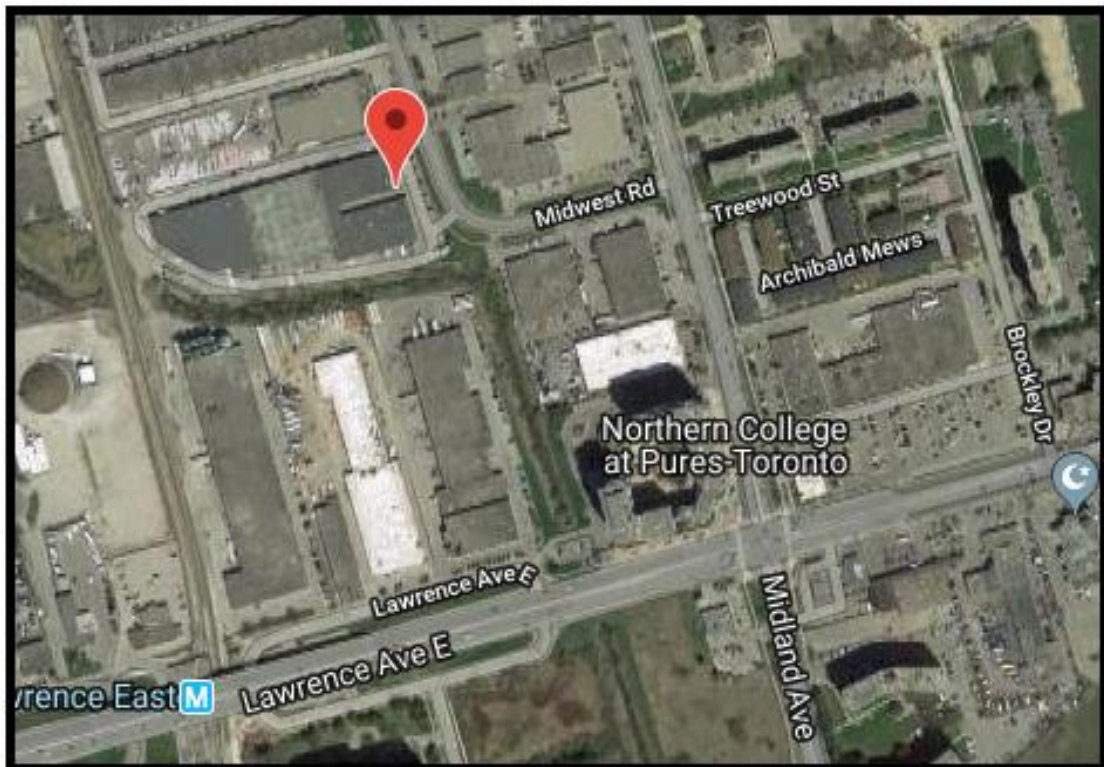
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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, 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 50M<sup>2</sup> 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").

**Terms & Conditions**

Owner (Licensor):	V. Guth Investments Limited, H. Handelsman Investments Limited. 1053243 Ontario Limited and 1053245 Ontario Limited
Tenant (Licencee):	City of Toronto
Irrevocable Date:	March 31, 2019
Licensed Area:	Approximately 160 square metres shown on Page 6
Licence Commencement Date:	February 1, 2020
Licence Expiry:	May 21, 2021
Extended Term:	June 1, 2021 – November 20, 2021
Licence Fee:	\$5,648.00 plus HST
Extended Term Fee:	\$2,118.00 plus HST
Legal Fees:	\$2,000.00 plus HST reimbursement
Works:	The Licence Agreement will enable the City to have temporary access for construction vehicles and equipment for sewer rehabilitation works to complete infrastructure upgrades.
Indemnity:	The City shall indemnify and save the Licensor harmless from and against all costs, expenses, claims and demands brought against the Licensor in respect of losses, damage or injury to persons or property, by reason of the City's Works upon the Licenced Area.
Additional Provisions:	Any sale of the lands at 80 Midwest Avenue (including the Licenced Area) must have the City's consent as the Licence runs with the lands.

Appendix "A"

Site Map and Aerial Map





Aerial Map of Licenced Area (see yellow hatched area)

