

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

TRACKING NO.: 2017-115

Approved pursuant to the Delegated Authority contained in City Council Item CC27.6 entitled "Metrolinx-City of Toronto-Toronto Transit Commission Master Agreement for Light Rail Transit Projects" adopted by City Council on October 30, 31 and November 1, 2012. City Council confirmatory By-law No. 1448-2012, enacted on November 1, 2012.

Prepared By:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	May 4, 2017	Phone No.:	(416) 392-8160

Chief Corporate Officer has approval authority to approve the disposal to Metrolinx of certain Transit Lands in accordance with the Real Estate Principles identified in the Master Agreement (on terms satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor).

Purpose	To amend the term and use to an existing licence over portions of City-owned land on the north side of Transway Crescent, east of Kennedy Road, to Metrolinx as required for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project").
Property	Part of the City-owned land located on the north side of Transway Crescent, east of Kennedy Road, described as being part of Lot 8, Concession C, designated as Parts 2 & 3 on draft R-Plan (Job #2014-00131-7) (the "Property") and shown on the attached sketch in Appendix "B" (the "Licenced Area").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to amend the term and use of the existing licence with Metrolinx, on terms and conditions as set out herein and as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor; 2. Authority be granted for the Chief Corporate Officer to administer and manage the temporary licence including the provision of any consent, 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; 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>There is no financial impact resulting from this DAF. The amendment to the existing temporary licence will be granted for nominal consideration. Pursuant to Schedule G (Real Estate Protocol) contained in the Master Agreement between the City, the Toronto Transit Commission and Metrolinx for the implementation of the Toronto Light Rail Transit Program dated November 28th, 2012 ("Master Agreement"), temporary use property requirements not required for City purposes are to be provided to Metrolinx for nominal consideration.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The Property was originally identified as a site for the future Toronto Transit Commission ("TTC") commuter parking expansion, however no expansion went forward and the TTC subsequently built the new North Service Road commuter parking lot, located at 2450 Eglinton Avenue East. The City had previously entered into a temporary licence with Metrolinx via DAF 2015-273 which was authorized on October 8, 2015. The term was for two (2) one-week periods for parking restriping, but is now required by Metrolinx for a term of five (5) years commencing May 1, 2017 to April 30, 2022, for parking purposes.</p> <p>The Property Management Committee has reviewed Metrolinx' requirements of the Property and recommends the amendment to the existing licence be entered into with Metrolinx, subject to protection of the City or third-party infrastructure and/or utilities.</p>
Terms	See Appendix "A"

Property Details	Ward:	35 – Scarborough Southwest
	Assessment Roll No.:	Part of 1901-041-220-00450
	Approximate Size:	Irregular in shape
	Approximate Area: Parts 2 & 3:	938.7 m ² ± (10,104.08 ft ² ±)

Consultation with Councillor(s)									
Councillor:	Michelle Berardinetti				Councillor:				
Contact Name:	Michelle Berardinetti				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Notified April 28, 2017				Comments:				
Consultation with ABCDs									
Division:					Division:	Financial Planning			
Contact Name:					Contact Name:	Ron Budhu			
Comments:					Comments:	April 28, 2017 (Comments incorporated)			
Legal Division Contact									
Contact Name:	Lisa Davies 2-7270 (April 28, 2017)								

DAF Tracking No.: 2017-115	Date	Signature
Recommended by: Manager	Apr. 28, 2017	Nick Simos
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	May 3 2017	Joe Casali
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	May 5, 2017	Josie Scioli

Appendix "A"Terms and Conditions:

Temporary Licence for Parking Purposes – Major Provisions:

- (i) Term: Commencing May 1, 2017, and expiring on April 30, 2022;
- (ii) Metrolinx shall not do or cause to be done anything, including excavation, construction, grading, drilling, digging, demolition, deconstruction or other material alteration of the Licences Area or improvements in, or
 - a. cause a load or any part thereof or therefrom to bear directly or indirectly on the existing transit system located below the Licenced Area, or
 - b. any direct or indirect support from the Transit System (whether lateral, vertical or otherwise), which may result in a material adverse effect on the Transit System without the prior written consent of the TTC and/or the City (each an "Approval Authority") and subject to such terms and conditions as are required by any such Approval Authority to prevent such material adverse effect;
- (iii) Upon the expiration of the Term, Metrolinx must, at its sole cost, remove its equipment and debris from the Licenced Area and restore the Licenced Area to the satisfaction of the City;
- (iv) Metrolinx to repair all damage caused by any exercise of its rights under the temporary licence to the satisfaction of the City;
- (v) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.

Appendix "B"



