

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

TRACKING NO.: 2021-146

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Blendian Stefani	Division:	Corporate Real Estate Management
Date Prepared:	May 31, 2021	Phone No.:	(416) 397-7481

Purpose	To obtain authority and enter into a temporary licence agreement with Metrolinx (the " Licensor ") with respect to a portion of the property municipally known as 2133 Islington Avenue, Toronto for the purpose of providing the City of Toronto (the " Licensee ") with a construction staging and laydown area to facilitate the rehabilitation of Islington Bridge (the " Licence Agreement ").																		
Property	Part of the property municipally known as 2133 Islington Avenue, Toronto, legally described as: Pt Lt 24, Con B Fronting The Humber as in EB408678, S/T EB287418 S/T EB276796, Etobicoke, City Of Toronto, being part of PIN 07374-0249 (LT), (the " Property "), as shown on the Location Map in Appendix " A ", having an area of approximately 10,107 square feet.																		
Actions	Authority be granted to enter into the Licence Agreement,, substantially on the terms and conditions set out in Appendix " B ", and such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.																		
Financial Impact	The City will pay a total sum of \$55,680.00 (plus HST), or \$56,659.97 (net of HST recoveries) for the initial two (2) year term. If the City exercises its two (2) six-month options to extend, the annual rental rate would remain unchanged, and the City could potentially pay an additional sum of \$27,840.00 (plus HST), or \$28,329.98 (net of HST recoveries). The total potential cost to the City would be \$83,520.00 (plus HST), or \$84,989.95 (net of HST recoveries), over the entire three (3) year period.																		
	<table border="1"> <thead> <tr> <th>Fiscal Year</th> <th>Term/Period</th> <th>Licence Fee (excluding HST)</th> <th>Licence Fee (net of HST recoveries)</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>Jun 1, 2021 - Dec 31, 2021</td> <td>\$16,240.00</td> <td>\$16,525.82</td> </tr> <tr> <td>2022</td> <td>Jan 1, 2022 – Dec 31, 2022</td> <td>\$27,840.00</td> <td>\$28,329.98</td> </tr> <tr> <td>2023</td> <td>Jan 1, 2023 - May 31, 2023</td> <td>\$11,600.00</td> <td>\$11,804.16</td> </tr> </tbody> </table>			Fiscal Year	Term/Period	Licence Fee (excluding HST)	Licence Fee (net of HST recoveries)	2021	Jun 1, 2021 - Dec 31, 2021	\$16,240.00	\$16,525.82	2022	Jan 1, 2022 – Dec 31, 2022	\$27,840.00	\$28,329.98	2023	Jan 1, 2023 - May 31, 2023	\$11,600.00	\$11,804.16
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	Funding is available in the 2021 – 2030 Council Approved Capital Budget and Plan for Transportation Services under capital account CTP519-01 – City Bridge Rehabilitation Critical.																		
	The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.																		
Comments	<p>The Islington bridge over the Metrolinx rail corridor, south of Highway 401, was constructed circa 1961 and the last rehabilitation was carried out in 1991. The current condition of the structure necessitates further rehabilitation work to maintain public safety and update the bridge to meet current standards. The construction staging and laydown area that is the subject of the Licence Agreement is necessary to facilitate the rehabilitation of Islington Bridge</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>																		
Terms	Major terms and conditions of the Agreement are set out in Appendix " B " of this form.																		

Property Details	Ward:	1 – Etobicoke North
	Assessment Roll No.:	
	Approximate Size:	22 m x 22 m ± (72 ft x 72 ft ±); 4 m x 115 m ± (13 ft x 377 ft ±)
	Approximate Area:	939 m ² ± (10,107 ft ² ±)
	Other Information:	N/A

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 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 checked="" 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 (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 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:	Michael Ford	Councillor:	
Contact Name:	Trent Jennett	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> x E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No objections (e-mail May 14, 2021)	Comments:	

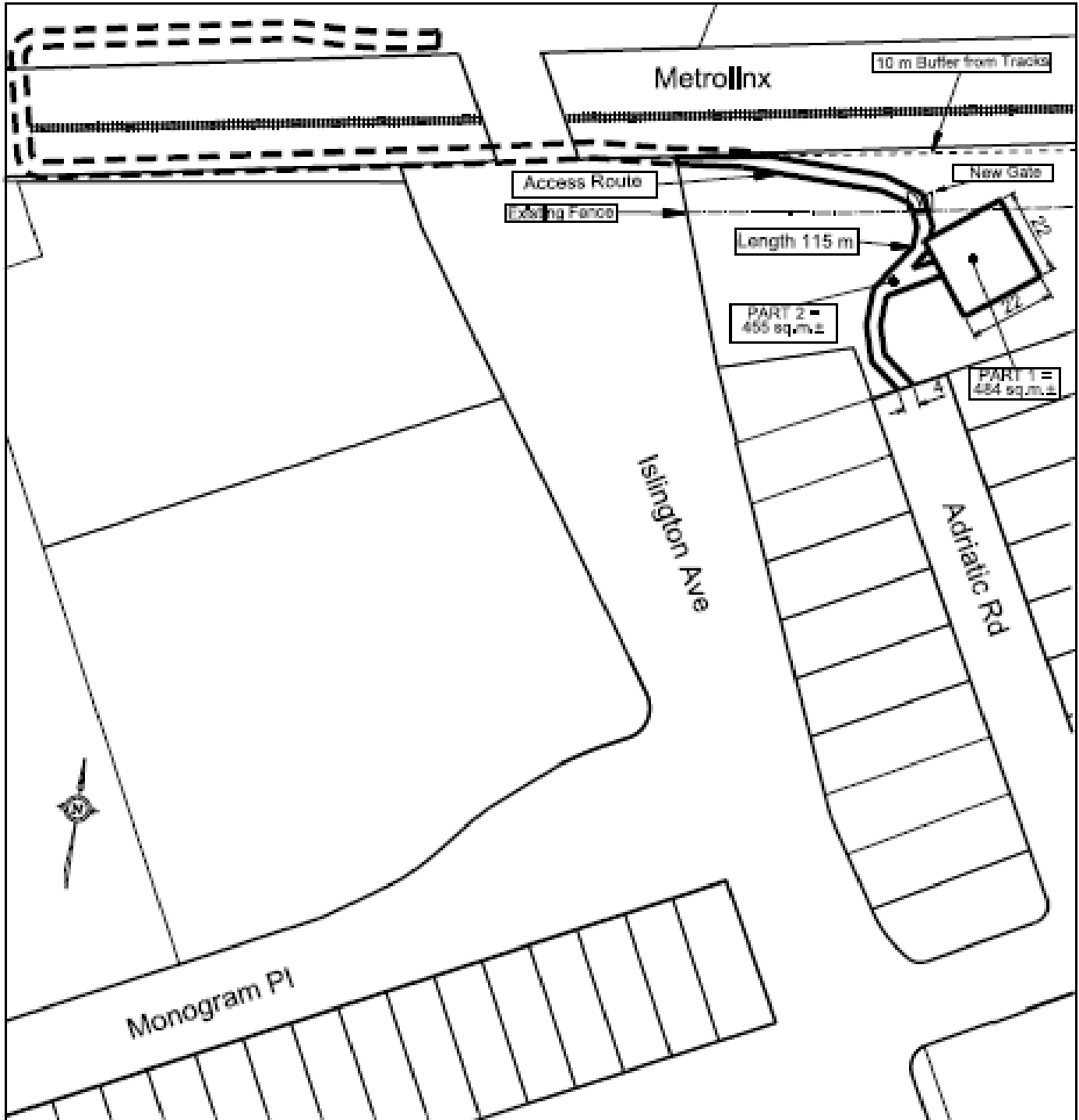
Consultation with Divisions and/or Agencies

Division:	Bridges, Structures & Expressways	Division:	Financial Planning
Contact Name:	Jodie Atkins	Contact Name:	Patricia Libardo
Comments:	Concurs (e-mail April 28, 2021)	Comments:	Concurs (e-mail May 31, 2021)

1egal Services Division Contact

Contact Name: Aiden Alexio (last reviewed May 31, 2021)

DAF Tracking No.: 2021-146	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Transaction Services Daran Somas	June 17, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Transaction Services Alison Folosea	June 18, 2021	Signed by Alison Folosea



PROPERTY INFORMATION SHEET
 Proposed laydown area and access route for City of Toronto
 contract 21ECS-TI-18BE Brdge ID133
 Islington Avenue over Metrolinx Rail

NOTE:
 THIS SKETCH HAS BEEN
 COMPILED FROM OFFICE
 RECORDS, MEASUREMENTS
 ARE APPROXIMATE

CHECK BY ANA MICHALEX
 PREPARED BY MAJUMBA MUDDESI

WARD • 1 ETOBICOKE NORTH
 DATE: 14 May 2021

SKETCH No, PS-2021- 026

APPENDIX "B": MAJOR TERMS AND CONDITIONS

Licensed Premises:	South east corner of Islington Avenue and Metrolinx's rail corridor, adjacent to Islington Bridge located at Islington and Highway 401, with a municipal address of 2133 Islington Avenue, Toronto, Ontario.
Property Owner:	Metrolinx
Licensor:	Metrolinx
Licensee:	City of Toronto
Term:	2 years, commencing upon the Agreement's due execution by both Metrolinx and the Licensee. The Term is anticipated to be from June 1, 2021 to May 31, 2023.
Extension Option:	2 further periods of up to six (6) months each. The Licensee shall provide Metrolinx sixty (60) days prior written notice to exercise each of the extension options
License Fee:	Payable in 2021: \$16,240.00 Payable in 2022: \$27,840.00 plus HST Payable in 2023: \$11,600.00 plus HST
Licence Fee During Extensions	First six month extension: \$13,920.00 plus HST Second six month extension: \$13,920.00 plus HST
Licensed Area:	939 m ² (10,107 ft ²)
Use:	As a construction staging and laydown area to facilitate the rehabilitation of the Islington Bridge, through and across that part of the licensed premises, to the Licensee and Licensee's Representatives.
Insurance:	The Licensee shall obtain and maintain: - Commercial General Liability - not less \$10,000,000.00 per occurrence. Metrolinx should be added as additional insured - Automobile Liability Insurance – not less than \$5,000,000 per occurrence (or such higher limit as would be maintained by a prudent contractor carrying out the work) - Contractor's Equipment Insurance
Indemnification:	The Licensee indemnifies, holds harmless and defends Metrolinx, its successors and assigns from and against any and all claims, suits, demands, costs, losses, expenses, damages, personal injury or deaths, including, without limitation, all legal fees and disbursements on a full indemnity basis and all costs incurred to investigate all such claims, suits, demands, costs, losses, expenses and damages, sustained, suffered or incurred by or on behalf of Metrolinx, its successors or assigns to the extent directly resulting from any such acts or omissions of the Licensee and those for whom it is responsible at law including any breach of the Agreement
Environmental Contaminants:	Neither the Licensee nor the Licensee's contractors shall release, deposit, discharge, place or dispose of, in the work area, at any time during the Term of the agreement, any environmental contaminant, as defined in the agreement. The Licensee indemnifies, holds harmless and defends Metrolinx, its successors and assigns from and against any and all claims, suits, demands, costs, losses, expenses, or damages including, without limitation, all legal fees and disbursements on a full indemnity basis and all costs incurred to investigate all such claims, suits, demands, costs, losses, expenses and damages, sustained, suffered or incurred by or on behalf of Metrolinx, its successors or assigns arising from any acts or omissions of the Licensee or the Licensee's contractors in relation to section 11 of the agreement (environmental contaminants).
Early Termination Rights:	Each party may terminate upon giving 60 days written notice to the other party
Restoration:	The Licensee shall, at its sole cost and expense restore the licensed premises to the same condition as existed prior to commencement of the License, including returning the licensed premises to the same environmental condition existing prior to commencement of the Licence.