

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

TRACKING NO.: 2021-180

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:	July 16, 2021	Phone No.:	(416) 397-7481

Purpose	To obtain authority to enter into a licence agreement between City of Toronto (the " Licensor ") and Metrolinx (the " Licensee ") with respect to the temporary use of portion of Woodrow Park at 260 Aylesworth Avenue, Toronto for the purposes of access to the rail corridor and for storing of a reclaimer machine (the " Licence Agreement ").
Property	Part of Woodrow Park, being part of the property municipally known as 260 Aylesworth Avenue and part of Woodrow Avenue, Toronto, legally described as Woodrow Avenue on Plan 1964, Scarborough, being part of PIN 06444-0570 (LT), and Lot 129 and 130, Plan 1964 Scarborough; City of Toronto, save and except as set out in CA624396, being all of PIN 06444-0541 (LT), and shown as Part 1 on Sketch PS-2021-019 on Appendix " A ", (the "Licensed Area").
Actions	Authority be granted for the City to enter into the Licence Agreement with Metrolinx for a term of two (2) months, 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	<p>The City will receive a total sum of \$14,800.00 (plus HST), or \$15,059.00 (net of HST recoveries) for the initial two (2) month term. If Metrolinx exercises its one (1) month option to extend, the rental rate would remain unchanged, and the City could potentially receive an additional sum of \$7,400.00 (plus HST), or \$7,529.50 (net of HST recoveries).</p> <p>The total potential revenue to the City would be \$22,200.00 (plus HST), or \$22,588.50 (net of HST recoveries), over the entire three (3) month period.</p> <p>Revenue to the City will be directed to the 2021 Council Approved Operating Budget for Parks, Forestry & Recreation under cost center P10228/FAC 1820100000.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
Comments	<p>Metrolinx is the owner of the rail corridor abutting Woodrow Park, commonly known as the Lakeshore East Rail Corridor (the "Rail Corridor") and is in the process of constructing an expansion of the Rail Corridor to accommodate various improvements including but not limited to additional track and re-grading as part of Metrolinx's GO Expansion Program. Metrolinx requires temporary use of and access to a part of the Woodrow Park, as shown in Appendix "A" for access to the rail corridor and to store a reclaimer machine.</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 Licence Agreement are set out in Appendix "B" of this form.

Property Details	Ward:	20 – Scarborough Southwest
	Assessment Roll No.:	PIN 06444-0541 (LT): 1901-014-310-00100: PIN 06444-0570 (LT): N/A
	Approximate Size:	23 m x 47 m ± (75 ft x 154 ft ±)
	Approximate Area:	1,081 m ² ± (11,635 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/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><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 checked="" 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 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:	Gary Crawford	Councillor:	
Contact Name:	Tamara Hermann	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No objections (e-mail June 24, 2021)	Comments:	

Consultation with Divisions and/or Agencies

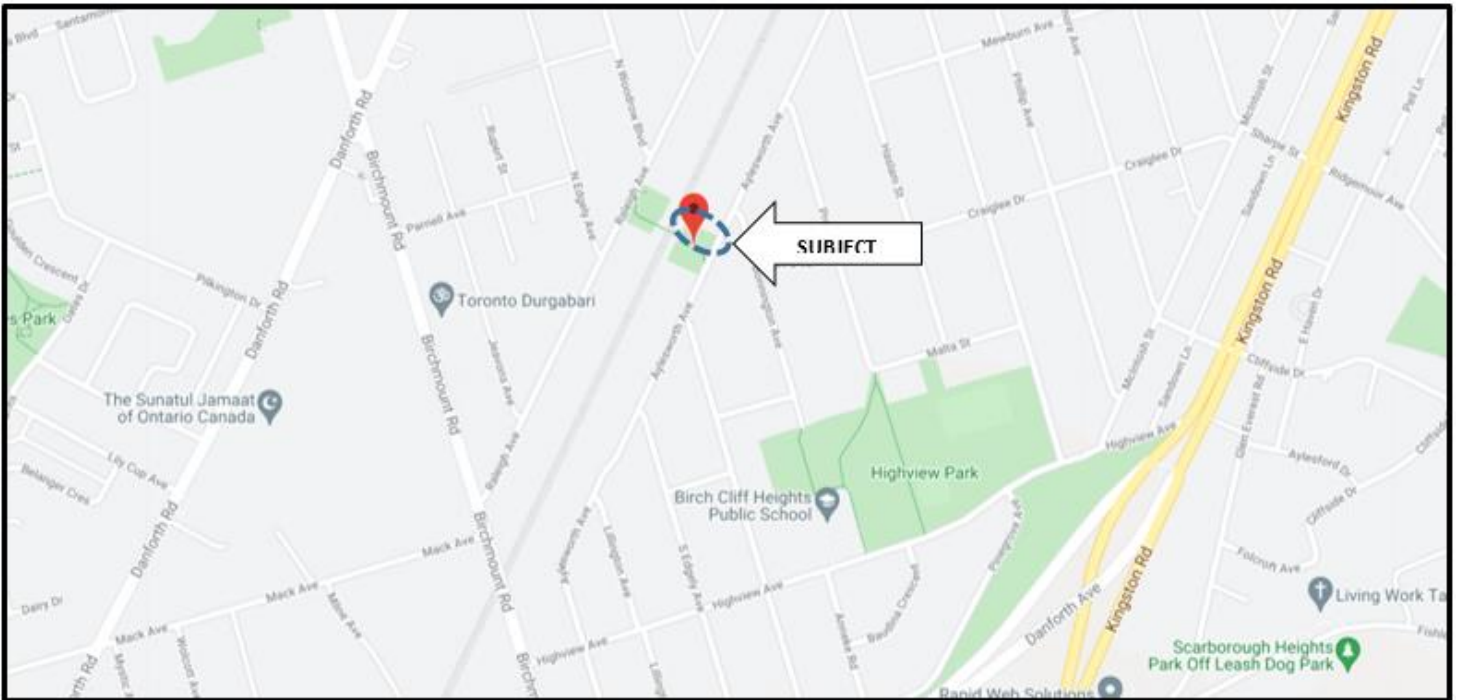
Division:	Parks, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Brian Majcenic	Contact Name:	Patricia Libardo
Comments:	Concurs (e-mail June 23, 2021)	Comments:	Concurs (e-mail June 25, 2021)

Legal Services Division Contact

Contact Name: Lisa Davies (last reviewed July 13, 2021)

DAF Tracking No.: 2021-180	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Facilities Management Alex Schuler <input type="checkbox"/> Approved by:	July 19, 2021	Signed by Alexander Schuler
<input checked="" type="checkbox"/> Approved by: Manager, Transaction Services Daran Somas	July 19, 2021	Signed by Daran Somas

APPENDIX "A": LOCATION MAP & PROPERTY SKETCH



TORONTO
ENGINEERING & CONSTRUCTION SERVICES
 ENGINEERING SUPPORT SERVICES
 LAND & PROPERTY SURVEYS

PROPERTY INFORMATION SHEET

**SKETCH SHOWING
 WOODROW PARK**

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

CHECK BY ANA MICHALEK
 PREPARED BY: DWAYNE PITT

WARD 20 - SCARBOROUGH SOUTHWEST
 DATE: MARCH 15, 2021

SKETCH No. PS-2021-019

APPENDIX "B": MAJOR TERMS AND CONDITIONS

Licensed Premises:	Part of Woodrow Park, shown as Part 1 on Sketch No. PS-2021-019
Property Owner:	City of Toronto
Licensee:	Metrolinx
Term:	Two (2) months, commencing upon full execution of the Licence Agreement. The Term is anticipated to commence on July 19, 2021.
Extension Option:	One further period of thirty (30) days upon fifteen (15) days written notice to the City prior to the expiry of the Term
License Fee:	\$14,800.00 plus HST for the Term
Licence Fee During Extensions	One month extension: \$7,400.00 plus HST
Licensed Area:	Approximately 1,081 m ² (11,635 ft ²)
Use:	As an access route to Metrolinx rail corridor, but will include storing of a reclaimer machine in the Licensed Premises to support directional drilling in the Rail Corridor
Insurance:	The Licensee shall obtain and maintain: - Commercial General Liability - not less than \$10,000,000.00 per occurrence. City of Toronto should be added as additional insured.
Indemnification:	The Licensee indemnifies, holds harmless and defends City of Toronto, 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 City of Toronto, 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 Compliance and Restoration	Neither the Licensee nor the Licensee's contractors shall release, deposit, discharge, place or dispose of, in the Licensed Premises, at any time during the Term of the agreement, any environmental contaminant, as defined in the agreement. The Licensee shall obtain, prior to occupying the Licensed Premises, a Phase 1 and Phase II (if required) environmental site assessments (ESA) of the soil and groundwater condition within the Licence Area to determine the baseline condition, and upon termination, obtain a further ESA to determine whether at the end of the Term any adverse change to the environmental condition of Licensed Premises occurred. In the event that the post ESA indicates further contamination of the Licensed Area which was not disclosed by the initial ESA, the Licensee shall remediate / restore the Licensed Premises to the same environmental condition as was evidenced in the initial ESA.
Early Termination Rights:	Metrolinx shall have the right to terminate the License at any time during the Term upon giving not less than thirty (30) days' prior written notice to the City.
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 Licence, including returning the Licensed Premises to the same environmental condition existing prior to commencement of the Licence. Furthermore, Metrolinx shall diligently proceed to restore to a park-like condition which it was prior to Metrolinx accessing the Licensed Area, including re-sodding, and landscaping.