

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

TRACKING NO.: 2021-228

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:	August 13, 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 a portion of the City-owned open space located along the west side of Alessia Circle, Toronto for the purposes of access and construction of a noise barrier in connection with Metrolinx's GO Expansion Program (the "Licence Agreement").
Property	City-owned land on the west side of Alessia Circle, legally described as Parcel Block 18-1 Sec 66M-2327; Blk 18 on Plan 66M-2327 Toronto; S/T CY522984, CY615240, E223459; City of Toronto Part of PIN 10487-110 (LT), and designated as Parts 1, 2, 3 and 4 on Reference Plan No. 66R-29771, as shown on Appendix "A" (the "Licensed Area").
Actions	Authority be granted for the City to enter into the Licence Agreement with Metrolinx for the Licensed Area, substantially on the terms and conditions set out in Appendix "B", and such other or amended 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 be receiving an up-front lump-sum of the Licence Fee equal to a one-year term in the amount of \$23,835.60 (plus HST). However, in accordance with the Licence Agreement, if the purchase price for the fee simple acquisition is less than the total Licence Fee paid by Metrolinx, then the City will refund to Metrolinx the difference</p> <p>Revenue to the City will be directed to the 2021 Council Approved Operating Budget for Parks, Forestry & Recreation under cost center P10227/FAC 1810400000.</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 certain lands located along the rail corridor commonly known as the Barrie 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 (the "Project") as part of Metrolinx's GO Expansion Program. In connection with the Project, Metrolinx wish to purchase the fee simple interest in the Licensed Area for the construction of a noise barrier. However, as there is an urgency for Metrolinx to access and start work in the Licensed Area, a licence agreement is being requested. It is being proposed that the term of the Licence Agreement will expire upon closing of the fee simple acquisition transaction.</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:	9 – Davenport
	Assessment Roll No.:	1914 042 091 00335
	Approximate Size:	1.5 m x 164 m ± (5 ft x 538 ft ±)
	Approximate Area:	205 m ² ± (2,206 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:	Ana Bailao	Councillor:	
Contact Name:	Marlene Araujo	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 July 20, 2021)	Comments:	

Consultation with Divisions and/or Agencies

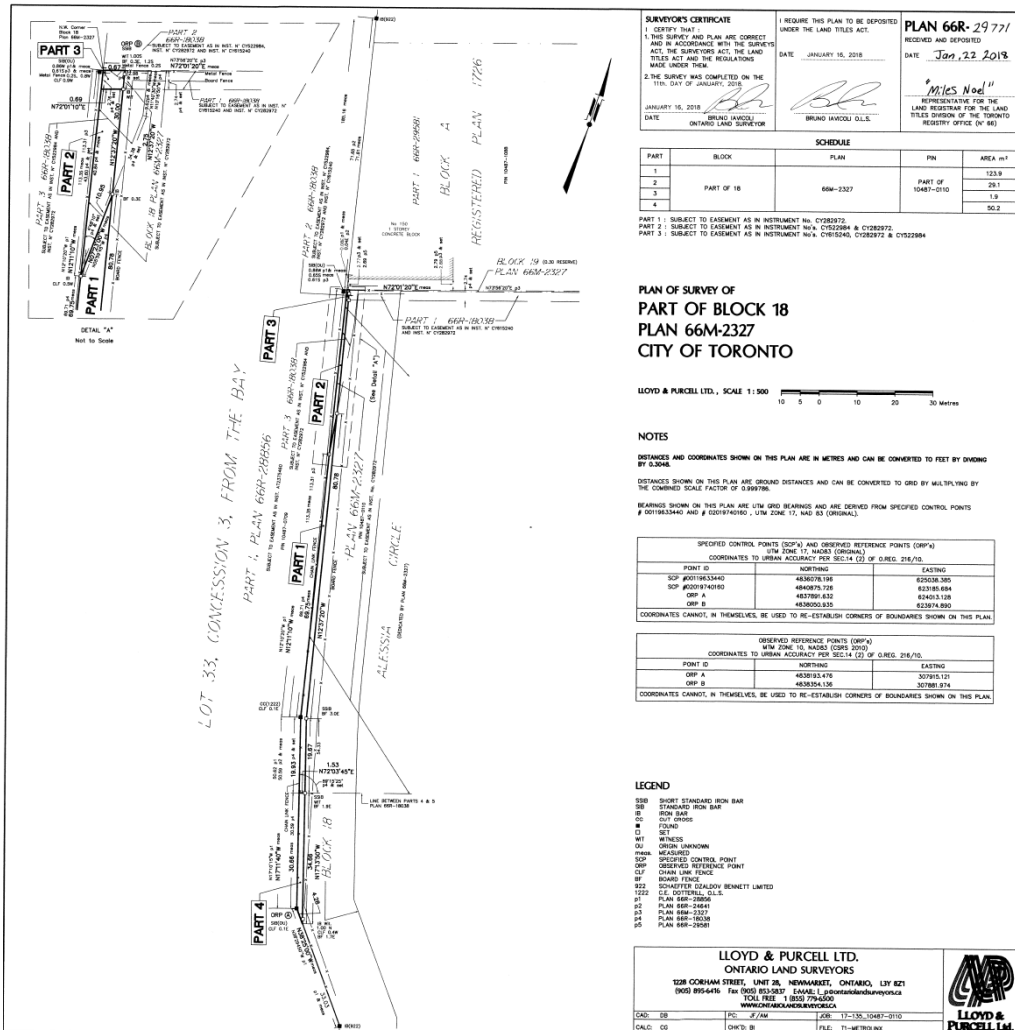
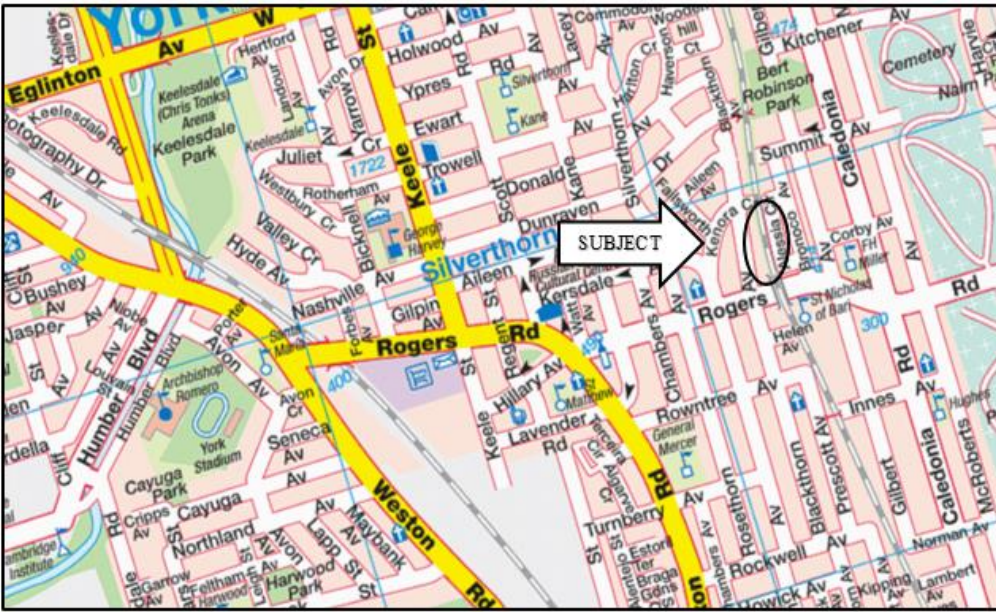
Division:	Parks, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Brian Majcenic	Contact Name:	Patricia Libardo
Comments:	Concurs (e-mail August 10, 2021)	Comments:	Concurs (e-mail August 10, 2021)

Legal Services Division Contact

Contact Name: Lisa Davies (last reviewed August 10, 2021)

DAF Tracking No.: 2021-228	Date	Signature
<input checked="" type="checkbox"/> Concurred by: Manager, Facilities Management Alex Schuler	Aug 20 th , 2021	Signed By: Alexander Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Manager, Transaction Services Daran Somas	Aug 18 th , 2021	Signed By: Daran Somas

APPENDIX "A": LOCATION MAP & PROPERTY SKETCH



APPENDIX "B": MAJOR TERMS AND CONDITIONS

Licensed Premises:	Open space along the west side of Alessia Circle, designated as Parts 1, 2, 3 and 4 on Reference Plan No. 66R-29771
Property Owner:	City of Toronto
Licensee:	Metrolinx
Term:	Commencing upon full execution of the Licence Agreement and expiring on the date upon the transfer of the fee simple interest in the Licensed Area to the Licensee. The closing of the fee simple transfer is expected to occur on or before December 1, 2021.
License Fee:	<p>\$1,986.30 per month plus HST, or \$23,835.60 per year plus HST.</p> <p>The Licensee will be paying an upfront amount equal to the 1-year term licence fee (\$23,835.60 plus HST). However, in accordance with the agreement, if the purchase price for the fee simple acquisition is less than the total Licence Fee paid by the Licensee, then the City will refund to Metrolinx the difference.</p> <p>In the event the Licensee terminate the Licence at any time during the Term, any pre-paid portion of the Licence fee will be refunded to the Licensee on a pro-rated basis.</p>
Licence Fee During Extensions	N/A
Licensed Area:	Approximately 205 m ² (2,206 ft ²) shown as Parts 1, 2, 3 and 4 on Reference Plan No. 66R-29771
Use:	For the use of the Licensed Area for all works and uses in connection with the construction of a noise barrier, and all related and ancillary work thereto.
Insurance:	<p>The Licensee shall obtain and maintain:</p> <ul style="list-style-type: none"> - Commercial General Liability - not less than \$10,000,000.00 per occurrence. <p>City of Toronto should be added as additional insured.</p>
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 Contaminants:	<p>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.</p> <p>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, 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 the City of Toronto, its successors or assigns arising from any acts or omissions of the Licensee or the Licensee's contractors in relation to section 8 of the agreement (environmental compliance).</p>
Early Termination Rights:	Metrolinx shall have the right to terminate this Licence at any time during the Term upon giving not less than thirty (30) days' prior written notice to the City.
Restoration:	Not applicable, as the Licensee will acquire the Licensed Area by way of fee simple transfer on the expiry or earlier termination of this Licence.