

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2022-126

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

Prepared By:	Patricia Palmieri	Division:	Corporate Real Estate Management
Date Prepared:	June 2, 2022	Phone No.:	(416) 392-4829
Purpose	To obtain authority for City of Toronto (the "City") to enter into a license agreement (the "Agreement") with Metrolinx for the use of a portion of the building and parking lot located at 80 Photography Drive for the purposes of administration offices, storage, meeting rooms and driver-dispatch facilities (the "Use") for Toronto Transit Authority (the "TTC") to operate the Eglinton Crosstown Light Rail Transit ("ECLRT").		
Property	Part of the property municipally known as 80 Photography Drive, Toronto, Ontario and shown in Appendix "A" (the "Licensed Lands")		
Actions	1. Authority be granted to the City to enter into the Agreement with Metrolinx, substantially on the terms and conditions set out in Appendix "B" and including such other or amended terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.		
Financial Impact	<p>The total estimated cost to the City over the five (5) year term of the license agreement is estimated to be \$2,446,768.74 (plus HST), or \$2,489,831.87 (net of HST recovery).</p> <p>The cost to the City on a fiscal year basis, is as follows:</p> <ol style="list-style-type: none"> \$470,167.15 (net of HST recovery) in 2022 \$479,570.50 (net of HST recovery) in 2023 \$489,161.90 (net of HST recovery) in 2024 \$498,945.14 (net of HST recovery) in 2025 \$508,924.05 (net of HST recovery) in 2026 <p>Funding is available in the 2022 Council Approved Operating Budget for the TTC under the Property Planning and Development Department cost centre 087D/Account number 4320900 (Office Lease Account).</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>Pursuant to the Master Agreement dated November 28, 2012, the TTC will be operating the ECLRT on behalf of Metrolinx. TTC requires the Licensed Lands for the Use to operate the ECLRT. The major terms and conditions of the Agreement is set out in Appendix "B" and are considered fair and reasonable.</p> <p>In 2018 City Council made changes to the Toronto Municipal Code Chapter 279 in where terms greater than one year in length or over \$50,000.00 will be entered into by the City on TTC's behalf.</p>		
Terms	See Appendix "B"		
Property Details	Ward:	Ward 5 – York South-Weston	
	Assessment Roll No.:	191405221000351	
	Approximate Area:	2,183.97 m ² ± (23,508 ft ² ±)	
	Other Information:	n/a	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/REOs:</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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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:	Councillor Frances Nunziata					Councillor:									
Contact Name:	Geno Orsi					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Advised					Comments:									

Consultation with Divisions and/or Agencies

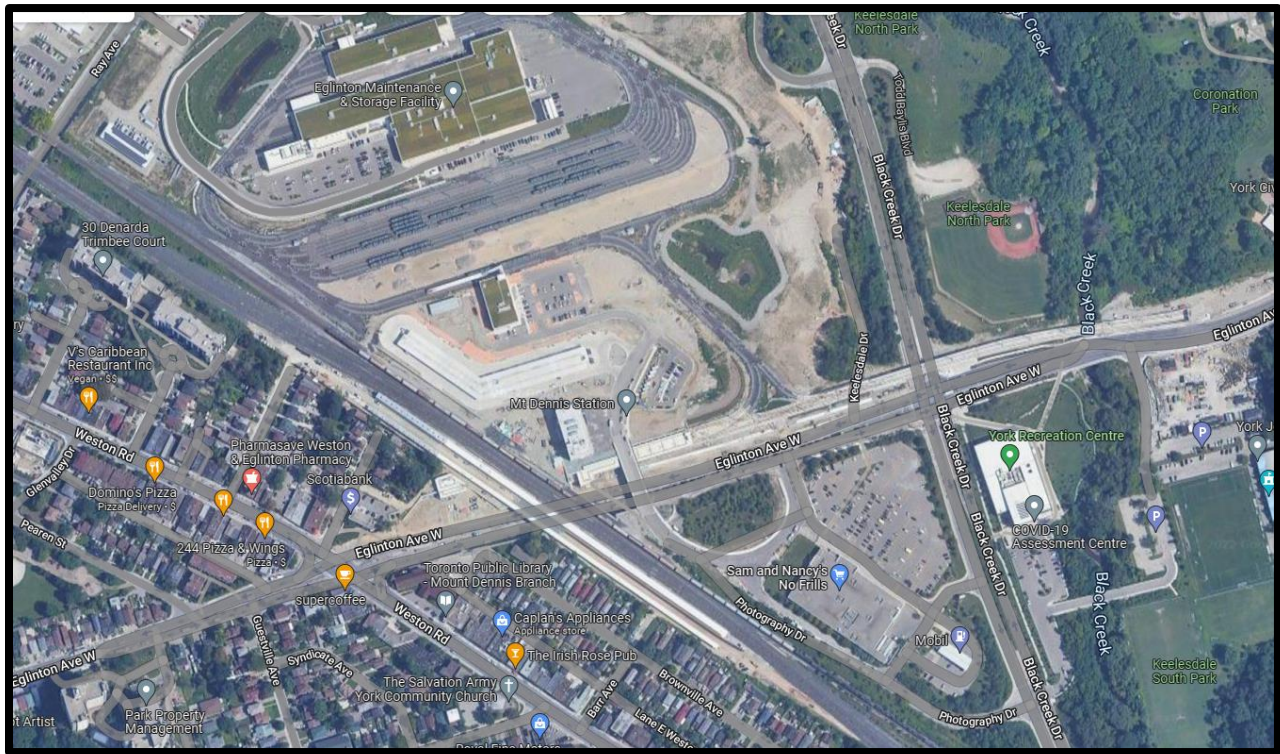
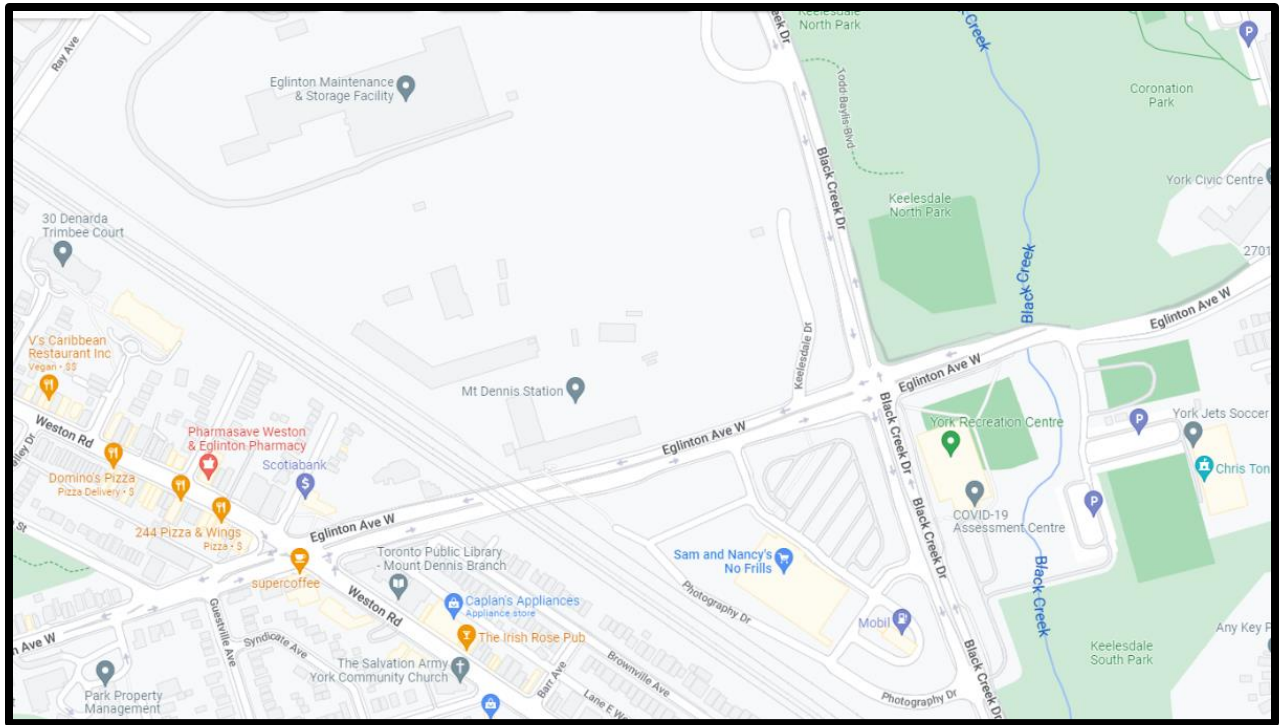
Division:	TTC			Division:	Finance		
Contact Name:	Marjorie Andrade			Contact Name:	Filisha Jenkins		
Comments:	Concur			Comments:	Concur		

Legal Services Division Contact

Contact Name:	Gloria Lee
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DAF Tracking No.: 2022- 126	Date	Signature
Recommended by: Manager, Real Estate Services	June 3, 2022	Signed by Vinette Prescott-Brown
Recommended by: Director, Real Estate Services	June 3, 2022	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management	June 6, 2022	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Patrick Matozzo		
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli		X

Appendix "A" - Location Map



Appendix "B"

Licensor	Metrolinx
Licensee	City of Toronto
Premises	<p>Exclusive use of:</p> <ol style="list-style-type: none"> 1. The Parking Lot; and 2. Part of the Building which comprises approximately 2,161 sq. m <p>Non-exclusive use of the:</p> <ol style="list-style-type: none"> 1. Hand-off platform 2. Access route; and 3. Certain areas to be shared with Metrolinx
Term	Five (5) years commencing on June 6, 2022
Fee	Basic Fee of \$2.00 plus additional fees and amounts payable under the "Train Operating and Funding Agreement" to be entered into between Metrolinx, the TTC and the City
Use	Administration offices, storage, meeting rooms and driver-dispatch facilities for the use exclusively by TTC staff to operate the Eglinton Crosstown Light Rail Transit
Indemnity and Release	<p>The City shall indemnify and save harmless Metrolinx against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, and reasonable costs whatsoever, relating to death, injury or loss of use of or damage to the person or property of Metrolinx or other tenants or occupants in the Building, or to City's agents, employees, customers, contractors or any other person for whom City is at law responsible or any other person in or about the Lands, arising from any breach of this Licence, the operations of or any act or omission of the City and its agents and failure to comply with all applicable laws, except to the extent caused or contributed by the negligence or wilful misconduct of Metrolinx or CTS or those for whom they are responsible.</p> <p>The City releases Metrolinx from, any liability or claim related to any bodily injury or death of, or loss or damage to, or loss of use of any property belonging to the City or to any other person or entity, in, or about the Lands arising out of the exercise of the Licence; the occupation or use of the Premises by the City/TTC; the breach of any warranty or the performance; breach or default in the observation of any covenant or agreement under this Licence by the City; moisture, mold, steam, water, rain, or snow or from the pipes or plumbing works of the Premises, or the condition or arrangement of any electric or other wiring; anything done or omitted to be done by any other tenant, occupant or user of the Building; any act or omission (including theft, negligence, fault, default or omission) on the part of any agent, contractor or person from time to time employed by Metrolinx to work in or about the Premises or the Building; any loss or damage, however caused, to books, records, files, money, securities, negotiable instruments, or papers or computer disks or other electronic files or other valuables of the City or any other person; or any loss or damage arising from interruption of utilities or services, including telecommunication or other similar services.</p>
Insurance	<p>Metrolinx will obtain and maintain or require Crosslinx Transit Solutions ("CTS") to obtain and maintain for the Term: property insurance in respect of the Building in accordance with and as required by the Project Agreement between Metrolinx and CTS, commercial liability insurance and automobile liability insurance.</p> <p>The City shall obtain or require the TTC to obtain and maintain at its expense, in full force and effect during the Term: commercial general liability insurance in the amount of \$10,000,000 per occurrence and \$20,000,000 in the aggregate, automobile liability insurance not less than \$5,000,000 per occurrence and all-risk property insurance. The City may choose to self-insure provided that the licensee is City of Toronto.</p>
Maintenance and Repairs	Metrolinx shall effect all: 1) lifecycle maintenance, repairs and/or replacements in connection with the Premises to keep them in good working order, at its own cost, save and except for any repair or replacement caused by an act or omission of the City or those for whom it is responsible at law; and 2) non-lifecycle maintenance, repairs and/or replacements in connection with the Premises to keep them in good working order, at the City's cost.
Alterations	The City shall obtain Metrolinx's approval to any alterations to the Premises which shall be carried out by Metrolinx.