

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

TRACKING NO.: 2023-188

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

Prepared By:	Bruno Iozzo	Division:	Corporate Real Estate Management
Date Prepared:	July 17, 2023	Phone No.:	(416) 392-8151

Purpose	To obtain authority to enter into a licence agreement (the "Agreement") with Metrolinx to permit Metrolinx to temporarily access and use a portion of the City's lands to construct certain improvements and works in connection with the Scarborough Subway Extension (the "Project").
Property	Portions of the property municipally known as 705 McCowan Road and legally described as Parcel 7159, Section Scarborough Block A Plan M674 Except Part 2 of 66R3067; subject to A315165, subject to A19592, LT667497, Scarborough, City of Toronto, being part of PIN 06278-0085 (LT) (the "Property").
Actions	1. Authority be granted to enter into the Agreement with Metrolinx, substantially on the terms and conditions set out below, and on 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 collect a licence fee in the amount of \$12,329.00 plus applicable taxes. The revenues will be directed to the 2023 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1495 and functional area code 3220200000.</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>On December 15, 2021, City Council adopted Item EX28.12 titled "Metrolinx Subways Program – Real Estate Protocol and Land Valuation Principles for Subways and GO Expansion Programs". Upon its adoption, the City and Metrolinx entered into an agreement dated June 16, 2022 that outlined the process for real estate transactions related to subway projects (the "Real Estate Protocol"). The Real Estate Protocol provides a clear process for the City and Metrolinx to follow relating to the acquisition, ownership and disposition of real property between the parties, both temporary and permanent interests, required for the Subways Program, which includes the Scarborough Subway Extension, the Ontario Line and the Yonge North Subway Extension.</p> <p>Metrolinx intends to construct certain improvements and works in connection with the Project, which requires temporary access to and use of the Property as identified as Parts 1, 2, 4, 5, 6 and 7 on the sketch shown in Appendix "C". The City has agreed to grant a temporary licence to Metrolinx to enter and utilize the Property to undertake these works associated with the Project. The terms and conditions of the Agreement are substantially as provided in the Real Estate Protocol.</p> <p>The proposed licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	Please see Appendix "A"

Property Details	Ward:	24 – Scarborough-Guildwood
	Assessment Roll No.:	1901 052 010 08500
	Approximate Size:	
	Approximate Area:	415 m ²
	Other Information:	

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 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Paul Ainslie	Councillor:	
Contact Name:	Antonette DiNovo – Chief of Staff	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 issues with proposed agreement	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Kellie Spence/Mark Gunaratnam	Contact Name:	Ciro Tarantino
Comments:	Site specific terms included in agreement	Comments:	No issues with financial details

Legal Services Division Contact

Contact Name:	Luxmen Aloysius
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DAF Tracking No.: 2023-188	Date	Signature
Concurred with by: Manager, Real Estate Services Jennifer Kowalski	July 17, 2023	Signed by Jennifer Kowalski
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	July 17, 2023	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

Appendix "A" – Major Terms and Conditions of the Agreement

Term:

One (1) year

Commencement Date:

July 19, 2023

Right to Extend:

Metrolinx shall have the unilateral right to extend the Licence for a further period of up to four (4) years from the expiry of the Term (the "Extension Term"), on the same terms and conditions as contained in this Agreement, subject to providing the City with proper written notice and an extension term fee

Permitted Purpose:

All works and uses in connection with the construction of the Project, including, without limitation:

- Entering, occupying, and re-entering with all necessary material, including, but not limited to, light and heavy vehicles and associated equipment, service vehicles, micro-tunnel boring machines and associated machinery, mobile cranes, supplies, support facilities, equipment, construction staging and laydown areas, grading, excavation, secant piling and temporary support of excavation ("SOE"), placement and storage of soil and aggregate, equipment, supplies and other material, and works supporting the installation, construction, operation, maintenance, repair, removal, inspection, relocation of existing electrical and other utilities as well as construction of subsurface elements such as headwalls, footings and supports, piles, shoring, construction and installation of temporary retaining walls, constructing, installing, placing, inserting, drilling, operating, maintaining, inspecting, altering, repairing, removing, replacing and/or reconstructing rock bolts, rock anchors, soil anchors, tiebacks, spiles, canopy tubes, ground improvement, geotechnical instrumentation as well as probing and probe drilling required for or in connection with the construction and/or the operation of the Project and all works and/or uses ancillary thereto, formwork, walking paths, temporary road infrastructure, parking of vehicles or other equipment, hoarding, shoring and formwork, pile wall protection, sheet piling and associated works, fencing, establishing temporary alternative access, site clearance, including all necessary removal of vegetation, trees, relocation, reconstruction or demolition of structures at grade and/or above and below grade including the disconnection and/or reconnection of any electrical and other utilities, construction of noise walls, temporary removal of parking areas, surveying and investigation activities, and all other improvements and all related work

Metrolinx Covenants

1. Metrolinx accepts the Licensed Area in an "as is", "where is" condition and will not require the City to pay for or do any work, or supply any equipment or services, save and except as specifically provided in the Agreement (or as otherwise agreed upon in writing by the City and Metrolinx)
2. The City shall be permitted, subject to the approval of Metrolinx on a case-by-case basis, to carry out inspections of the Licensed Area as it deems reasonably necessary, and upon not less than seventy-two (72) hours' prior written notice to Metrolinx

Existing Rights Holders

Metrolinx acknowledges that the Agreement is subject to all leases, subleases, easements, licences, permits, rights of use or occupation or other rights of Existing Rights Holders

Removal and Restoration:

Metrolinx shall repair at its own expense and to the satisfaction of the City, acting reasonably, all damage to the Property and improvements thereon caused by the use of the Property by Metrolinx or its Authorized Users and shall restore the Property to substantially the same condition that the Property was in prior to the commencement of the Agreement

Indemnity and Insurance:

The parties agree that the provisions contained in Section P of the Real Estate Protocol will apply to the Agreement

Appendix "B" – Location Map



**Appendix "C" – The Property
(Parts 1, 2, 4, 5, 6 and 7)**

