

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

TRACKING NO.: 2024-053

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	February 21, 2024	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a Licence Agreement (the "Agreement") with Metrolinx with respect to a portion of the property municipally known as 30 Newbridge Road, Toronto, for the purpose of Metrolinx's non-exclusive use for ingress and egress to and from its abutting lands.								
Property	Part of 30 Newbridge Road, Toronto, identified as Parts 1, 2 and 3 on the sketch shown in Appendix "B" (the "Licensed Area").								
Actions	1. Authority be granted to enter into the Agreement with Metrolinx, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.								
Financial Impact	Total revenue to be remitted to the City is approximately \$978,414.00 (plus HST). The revenue will be received annually as follows: <table border="1" style="margin-left: 20px;"> <tr> <td>2024</td> <td>\$ 271,781.67</td> </tr> <tr> <td>2025</td> <td>\$ 326,138.00</td> </tr> <tr> <td>2026</td> <td>\$ 326,138.00</td> </tr> <tr> <td>2027</td> <td>\$ 54,356.33</td> </tr> </table>	2024	\$ 271,781.67	2025	\$ 326,138.00	2026	\$ 326,138.00	2027	\$ 54,356.33
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Comments	<p>Revenue will be directed to the 2024 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1379.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information</p> <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 a Master Agreement dated March 22, 2022, which included a schedule that outlined the process for real estate transactions related to GO Expansion 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 GO Expansion Project (the "Project").</p> <p>Metrolinx requires access to its rail corridor from the Licensed Area in connection with the OnCor component of the Project. The City has agreed to grant a temporary licence to Metrolinx for ingress and egress purposes and to conduct due diligence investigations and geotechnical activities. The terms and conditions of the Agreement are substantially as provided in the Real Estate Protocol.</p> <p>The proposed fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market value.</p>								
Terms	See Appendix "A"								

Property Details	Ward:	3 – Etobicoke-Lakeshore
	Assessment Roll No.:	191901425003350
	Approximate Size:	
	Approximate Area:	27,065 m ² ± (291,325.24 ft 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/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 \$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/REOs.</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 checked="" 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:	Amber Morley	Councillor:	
Contact Name:	Amber Morley	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:	Advised	Comments:	

Consultation with Divisions and/or Agencies

Division:	TTC	Division:	Financial Planning
Contact Name:	Jeremy Dixon	Contact Name:	Ciro Tarantino
Comments:	Advised	Comments:	Revisions incorporated

Legal Services Division Contact

Contact Name:	Dale Mellor
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DAF Tracking No.: 2024-053	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown <input type="checkbox"/> Approved by:	Feb. 22, 2024	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Feb. 23, 2024	Signed by Alison Folosea

APPENDIX "A"

- Licensed Area:** Approximately 27,065 square metres of land located on the lands municipally known as 30 Newbridge Road, Toronto and identified as Part 1, Part 2, and Part 3 in Appendix "B"
- License Fee:** \$326,138.00 per year. The License Fee is a gross fee, and includes all realty taxes, operating costs, insurance costs and other similar costs incurred by or on behalf of the City, but does not include utilities or costs incurred by the City pursuant to the Agreement, which are payable in addition to the License Fee.
- Term:** Three (3) years commencing on the execution date of the Agreement (estimated to be around February 22, 2024).
- Option to Extend:** Metrolinx shall, upon six (6) months prior written notice to the City, have the unilateral right to extend the Agreement for: (i) up to twelve (12) months from the expiry of the Term; or (ii) the Licensed Area is transferred to Metrolinx by way of permanent easement, whichever is the latter, on the same terms and conditions as contained in this Licence, but subject to the Extended Licence Fee, if any, set out in the Agreement.
- Option to Terminate:** Metrolinx shall have the right to terminate the Agreement at any time during the Term or the Extension Term upon giving not less than thirty (30) days' prior written notice to the City. In the event of any such termination, any pre-paid portion of the License Fee shall be refunded to Metrolinx on a pro-rated basis.
- Use:**
- (i) The use for non-exclusive, free, uninterrupted, unobstructed and continuous access, ingress and egress by Metrolinx and the Authorized users to and from abutting lands owned by Metrolinx (being PIN 07549-0180) and the removing, processing and hauling materials from those abutting lands from time to time for Project purposes, twenty-four hours a day, seven days a week, without restriction (except to the extent agreed in writing by the parties); and
 - (ii) The use for due diligence, investigation, and geotechnical activities shall be conducted in accordance with Applicable Laws and industry best practices. Activities may include, but are not limited to, site visits, utility locates, intrusive investigative activities (drilling boreholes and/or elevations of investigative locations, water level measurement, aquifer tests, collection of soil and/or groundwater samples for laboratory analysis, etc). Each investigative activity could be several days or more in duration. All monitoring wells shall be decommissioned upon completion of the Term in accordance with Ontario Regulation 903.
- Maintenance:** During the Term, the Licensee will, and it will cause its Authorized Users to maintain the Licensed Area in a state of good repair and shall be solely responsible for maintenance activities in respect of the Licensed Area, including but not limited to snow removal and salting on Parts 1 and 3 of the Licensed Area.

APPENDIX "B" – Location Map

