

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

TRACKING NO.: 2024-141

Prepared By:	Bruno lozzo	Division:	Corporate Real Estate Management						
Date Prepared:	July 17, 2024	Phone No.:	(416) 392-8151						
Purpose	To obtain authority to enter into a licence agreement with Metrolinx with respect to the property municipally known as 2467 Eglinton Avenue East, Toronto for all works and uses relating to the construction of certain improvements and works in connection with the Scarborough Subway Extension project (the "Agreement").								
Property	The southern parking lot area of the property municipally known as 2467 Eglinton Avenue East and legally described as Part of Lots 4 and 5, Plan 1697; as in SC317369, except Part 1 on Plan 64R-6495 and Part 1 on Plan 66R-28272, subject to SC300826, Scarborough, City of Toronto, being part of PIN 06493-0248 (LT) (the "Property") as shown on the Location Map attached hereto as Appendix "B" and on the property sketch attached hereto as Appendix "C".								
Actions	 Authority be granted to enter into the Agreement with Metrolinx, substantially on the major terms and conditions set out in Appendix "A", 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	There is no financial impact.								
Comments	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, TTC and Metrolinx entered into an agreement dated June 16, 2022 ("Subways Master Agreement"), which included a schedule 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, TTC 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 Project"). 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 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 form of the Agreement is substantially in the form appended to the Real Estate Protocol. On June 26 th , 2024, City Council authorized staff report EX15.2 titled "Priorities in Transit Expansion and Transit-Oriented Communities Projects". The report contained a recommendation that required Metrolinx to provide the City with certain information prior to completing any further real estate transactions involving City lands. The Transit Expansion (TE) Division has confirmed that the Ward Councillor is comfortable proceeding with this land transaction based on the information provided by Metrolinx about its mitigation efforts related to construction impact to residential tenants and businesses. Therefore, TE confirms that Metrolinx has satisfied the conditions set out in EX15.2 relating to the Property.								
Terms	Please see Appendix "A"								
Property Details	Poperty Details Ward: 20 – Scarborough Southwest Assessment Roll No.: 1901 041 230 00201								
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	Approximate Size:	133.3.7.203.0020							
	Approximate Area:	7.131 square meter	rs (or 76,757 square feet)						
	Other Information:	7,101 3quaio illetel	(5. 15,101 oqual 0 1001)						

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
1. Acquisitions:	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.
2A. Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.
2B. Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.
in Property Being Expropriated:	Request/waive hearings of necessity delegated to less senior positions.	Request/waive hearings of necessity delegated to less senior positions.
3. Issuance of RFPs/REOIs:	Issuance of RFPs/REOIs.	Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	Transfer of Operational Management to Divisions, Agencies and Corporations.	Transfer of Operational Management to Divisions, Agencies and Corporations.
6. Limiting Distance Agreements:	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/ renewals) does not exceed \$3 Million.	(a) Where total compensation (including options/ renewals) does not exceed \$5 Million.
,	(b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.	X (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.
	Delegated to a more senior position.	(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.
Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$3 Million.	Where total compensation (including options/ renewals) does not exceed \$5 Million.
11. Easements (City as Grantor):	(a) Where total compensation does not exceed \$3 Million.	(a) Where total compensation does not exceed \$5 Million.
	(b) When closing roads, easements to pre-existing utilities for nominal consideration.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
12. Easements (City as Grantee):	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences
	(b) Releases/Discharges	(b) Releases/Discharges
	(c) Surrenders/Abandonments	(c) Surrenders/Abandonments
	(d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/	(d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/
	Acknowledgements/Estoppel Certificates	Acknowledgements/Estoppel Certificates
	(f) Objections/Waivers/Cautions	(f) Objections/Waivers/Cautions
	(g) Notices of Lease and Sublease	(g) Notices of Lease and Sublease
	(h) Consent to regulatory applications by City, as owner	(h) Consent to regulatory applications by City, as owner
	(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title	(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
	(j) Documentation relating to Land Titles applications	(j) Documentation relating to Land Titles applications
	(k) Correcting/Quit Claim Transfer/Deeds	(k) Correcting/Quit Claim Transfer/Deeds

В.	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														
X Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property														
Consultation with Councillor(s)														
Councillor:	Parthi Kandavel						Councillor:							
Contact Name:	Alexandra Kyriakos – Chief of Staff						Contact Name:							
Contacted by:	Phone	Х	E-Mail		Memo		Other	Contacted by:		Phone	E-mail		Memo	Other
Comments:	Fine to proceed						Comments:							
Consultation with Divisions and/or Agencies														
Division:	Parks, Forestry and Recreation/Transit Expansion					Division:	Financial Planning							
Contact Name:	Kellie Spence/Derrick Togo						Contact Name:	Ciro Tarantino						
Comments:	No objections/Confirmed compliance with EX15.2					Comments:	No	No financial impact						
Legal Services Division Contact														
Contact Name:	Michelle Xu													

DAF Tracking No.: 2024-1	41	Date	Signature
Recommended by: Manage Vinette	er, Real Estate Services Prescott-Brown	July 22, 2024	Signed by Vinette Prescott-Brown
Recommended by: Director Alison F	•	July 22, 2024	Signed by Alison Folosea
Recommended by: Approved by:	Executive Director, Corporate Real Estate Management Patrick Matozzo		X
X Approved by:	Deputy City Manager, Corporate Services David Jollimore	July 23, 2024	Signed by David Jollimore

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

Licensed Area:

Approximately 7,131 square meters (or 76,757 square feet)

Term:

Six (6) months with an option to extend for up to six (6) additional months.

Commencement Date:

Upon execution of the Agreement by both parties

Licensed Fee:

Nominal

Insurance:

Metrolinx may self-insure.

Early Termination:

- Metrolinx shall have the right to terminate the Licence at any time during the Term or the extension term, as applicable, upon giving not less than thirty (30) days of prior written notice to the City. In the event of any such termination, any pre-paid portion of the Licence Fee shall be refunded to Metrolinx on a pro-rated basis.
- A termination of the Subways Master Agreement or the Real Estate Protocol is a termination of the Licence.

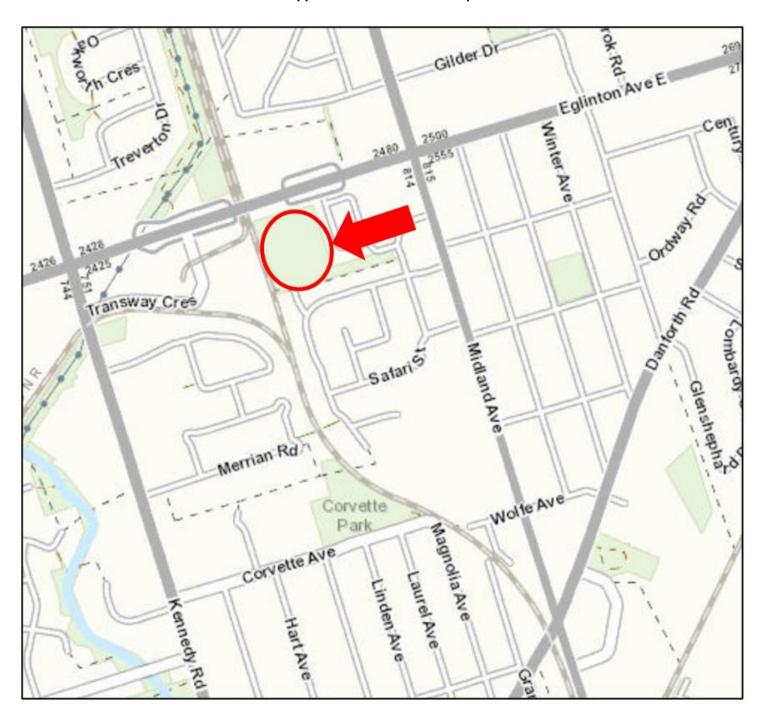
Permitted Purpose:

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

South parking lot modifications, conduit installation to the barrier gate, barrier gate arms, access for light and heavy construction vehicles and associated equipment, all necessary tree protection zones/hoarding, tree injury, tree removal, and vegetation removal.

Metrolinx Covenants

- 1. Metrolinx shall not access the Property for the Permitted Purpose until the relevant City staff provide Metrolinx with written approval of the Work Package (as defined within the Agreement)
- 2. Metrolinx agrees to cause its contractor to provide warranty to the City in accordance with Schedule 4D of the Agreement.



Appendix "C" - The Property

