

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-192

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

Prepared By:	Mark Filice	Division:	Corporate Real Estate Management
Date Prepared:	July 30, 2024	Phone No.:	416-392-1830
<b>Purpose</b>	To obtain authority to enter into a Licence Agreement with Metrolinx to construct, operate, repair, replace and maintain a pedestrian and cycle bridge for the East Don Trail (the "Trail") over part of Metrolinx's rail corridor in the Bala Subdivision (the "Licence Agreement").		
<b>Property</b>	Part of the lands legally described as Pt Lts 3, 4 & 5 Con 3 FTB Twp of York, designated as Pt 1 PI 66R26110, Pt 1 PI 66R-26105 & Pt 2 PI 66R-26104 subject to an easement in favour of Canadian National Railway Company as in AT3156162, City of Toronto, being all of PIN 10372-0887 (LT) (the "Property"), as shown shaded in orange on the sketch in Appendix "A".		
<b>Actions</b>	1. Authority be granted to enter into the Licence Agreement with Metrolinx substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.		
<b>Financial Impact</b>	<p>The City will pay a sum of \$68,184 (plus HST) for the initial ten (10) year licence term. The licence term shall automatically extend for four (4) consecutive extension terms of ten (10) years each and the licence fee will be reviewed every ten (10) years based on the market rate at the time to be agreed upon by Metrolinx and the City.</p> <p>Funding is available in the 2024 – 2033 Council Approved Capital Budget and Plan for Transportation Services under Capital Account CTP817-05-383.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The implementation of the Trail was approved by City Council as per the Bikeway Trails Implementation Plan 2012 (Item No. PW15.2) and the Cycling Network Plan 2016 (Item No. PW13.11).</p> <p>The City has been working with Toronto Region and Conservation Authority ("TRCA") on the East Don Trail project in order to construct a pedestrian and cycle bridge. The Agreement will allow the City to construct, operate, repair, replace and maintain the bridge and any related infrastructure over part of Metrolinx's rail corridor.</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 value.</p>		
<b>Terms</b>	See Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	16 – Don Valley East	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	229.94 m <sup>2</sup> ± (2475 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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:	Jon Burnside	Councillor:	
Contact Name:	Jim Murphy	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Transportation Services	Division:	<b>Financial Planning</b>
Contact Name:	Jennifer Hyland	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	Concurs

**Legal Services Division Contact**

Contact Name: Gloria Lee

DAF Tracking No.: 2024-192	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services</b> <b>Vinette Prescott-Brown</b>	Signed by Vinette Prescott-Brown on August 1, 2024
<input type="checkbox"/> Approved by:	
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> <b>Alison Folosea</b>	Signed by Alison Folosea on August 2, 2024

## Appendix "A"

### Major Terms and Conditions

Licensors:	Metrolinx
Licensed Area:	45.3 meters by 5.076 meters = 229.94 square meters
Term:	Ten (10) Years.
Option to Extend:	The Agreement shall automatically extend for four (4) consecutive extension terms of ten (10) years each unless the City delivers a notice of non-extension no later than six (6) months prior to the expiry of the initial term.
Use:	To construct, install, maintain, repair, operate, modify, replace, remove the pedestrian and cycle bridge and any related infrastructure.
Licence Fee:	\$68,184 (plus HST) for the initial ten (10) year licence term. The licence fee for the extended term will be reviewed every ten (10) years based on the market rate at the time to be agreed upon by Metrolinx and the City.
Early Termination:	The City has the right to early termination by delivering twelve (12) months' prior written notice to Metrolinx.
Insurance:	Commercial general liability insurance on an occurrence basis with limits not less than \$25,000,000 per occurrence and an aggregate limit of not less than \$25,000,000 and shall be endorsed to include Metrolinx and its consultant, each as additional insureds.
Relocation:	Metrolinx shall provide the City with at least twelve (12) months' prior written notice if permanent removal of the pedestrian and cycle bridge is required in order to facilitate Metrolinx's work on the rail corridor. Metrolinx shall provide the City with an alternative location to relocate the bridge and pay the City's reasonable costs incurred as a result of such removal (100% recovery of City costs during the initial 10-years term and 50% recovery of the City's costs during the extension term).
Liability, Indemnity and Release:	<p>The City shall indemnify and hold Metrolinx harmless against any and all claims arising out of the exercise of its rights under the licence agreement and the default by the City in its performance of its obligations under the licence agreement, except for any loss or damage caused by Metrolinx's negligence or wilful misconduct.</p> <p>The City shall not be liable for any loss of profits or revenues, business interruption losses, loss of contract, goodwill, or for any indirect, consequential, incidental or special damages, including punitive or exemplary damages.</p>

Appendix "B"

Location Map and Licensed Area Sketch

