

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

TRACKING NO.: 2026-238

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:	June 26, 2026	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 1515 Danforth Road, 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	A portion of the property municipally known as 1515 Danforth Road and legally described as Parcel 4581, Section SCAR, Block A, Plan M660; Scarborough, City of Toronto; being part of PIN 06364-0001 (LT) (the "Property") as shown on the location map attached hereto as Appendix "B" and on the Reference Plan 66R-33883 (Parts 1-21, inclusive) and property sketch (Parts 3, 6, 8, 11, and 13-23, inclusive) attached hereto as Appendix "C".		
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 on such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.		
Financial Impact	The City is estimated to collect a total licence fee in the amount of \$604,510.00 (or \$120,902.00 per annum) plus HST for the initial term (5 years) of the Agreement. Should Metrolinx exercise its option to extend the term of the Agreement, the Licence Fee starting on the 6th year of the Term shall be increased by six percent (6%) to \$128,156.00 plus HST, and thereafter, each additional extension year shall increase annually based on the annual average rate of CPI of the preceding calendar year, plus HST. The revenue will be directed to the Operating Budget for Corporate Real Estate Management under cost centre FA1495 and functional area code 3220200000. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.		
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, which included a schedule that outlined the process for real estate transactions related to the Subway Programs (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 ("SSE") Project. Metrolinx requires access and use of the Property to complete the proposed works in connection with the SSE Project. Once Metrolinx has completed all construction related activities on the Property, Metrolinx will seek a transfer of all required permanent property interests from the City to Metrolinx under a separate transfer agreement. Staff within the Toronto Public Library Board have no objection to the granting of the Licence. The form of the Licence is substantially in the form appended to the Real Estate Protocol. Real Estate Services staff consider the proposed fees and other terms and conditions of the Licence to be fair, reasonable, and reflective of market rates. On June 26th, 2024, City Council adopted 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 Metrolinx has provided satisfactory information about its mitigation efforts related to construction impact to residential tenants and businesses, which satisfies the conditions set out in EX15.2 relating to the Property.		
Terms	Please see Appendix "A".		
Property Details	Ward:	21 – Scarborough Centre	
	Assessment Roll No.:	1901063700026000000	
	Approximate Size:		
	Approximate Area:	1,362.29 square meters (or 14,663.57 square feet)	
	Other Information:		

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions: 2A. Expropriations Where City is Expropriating Authority: 2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated: 3. Issuance of RFPs/REOs: 4. Permanent Highway Closures: 5. Transfer of Operational Management to Divisions, Agencies and Corporations: 6. Limiting Distance Agreements: 7. Disposals (including Leases of 21 years or more): 8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: 9. Leases/Licences (City as Landlord/Licensor): 10. Leases/Licences (City as Tenant/Licensee): 11. Easements (City as Grantor): 12. Easements (City as Grantee): 13. Revisions to Council Decisions in Real Estate Matters: 14. Miscellaneous:	☐ Where total compensation does not exceed \$50,000. ☐ Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. ☐ (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. ☐ (b) Request Hearings of Necessity. ☐ (c) Waive Hearings of Necessity. Delegated to more senior positions. Delegated to more senior positions. Delegated to more senior positions. ☐ Where total compensation does not exceed \$50,000. ☐ Where total compensation does not exceed \$50,000. Delegated to more senior positions. ☐ (a) Where total compensation (including options/ renewals) does not exceed \$50,000. ☐ (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. ☐ Where total compensation (including options/ renewals) does not exceed \$50,000. ☐ Where total compensation does not exceed \$50,000. Delegated to more senior positions. ☐ Where total compensation does not exceed \$50,000. Delegated to more senior positions. Delegated to more senior positions.	☐ Where total compensation does not exceed \$1 Million. ☐ Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. ☐ (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. ☐ (b) Request Hearings of Necessity. ☐ (c) Waive Hearings of Necessity. ☐ Issuance of RFPs/REOs. ☐ Initiate process & authorize GM, Transportation Services to give notice of proposed by-law. Delegated to more senior positions. ☐ Where total compensation does not exceed \$1 Million. ☐ Where total compensation does not exceed \$1 Million. ☐ Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan. ☒ (a) Where total compensation (including options/ renewals) does not exceed \$1 Million. ☐ (b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position. ☐ Where total compensation (including options/ renewals) does not exceed \$1 Million. ☐ (a) Where total compensation does not exceed \$1 Million. ☐ (b) When closing roads, easements to pre-existing utilities for nominal consideration. ☐ Where total compensation does not exceed \$1 Million. ☐ Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)). ☐ (a) Approvals, Consents, Notices and Assignments under all Leases/Licences ☐ (b) Releases/Discharges ☐ (c) Surrenders/Abandonments ☐ (d) Enforcements/Terminations ☐ (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates ☐ (f) Objections/Waivers/Cautions ☐ (g) Notices of Lease and Sublease ☐ (h) Consent to regulatory applications by City, as owner ☐ (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title ☐ (j) Documentation relating to Land Titles applications ☐ (k) Correcting/Quit Claim Transfer/Deeds

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:	Michael Thompson	Councillor:	
Contact Name:	Amalia Stefanopoulos	Contact Name:	
Contacted by:	Phone ☐ X ☒ E-Mail ☐ Memo ☐ Other ☐	Contacted by:	Phone ☐ E-mail ☐ Memo ☐ Other ☐
Comments:	No objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Library	Division:	Financial Planning
Contact Name:	Gail Rankin	Contact Name:	Karen Liu
Comments:	Construction terms included in Licence Agreement	Comments:	Revised language included in DAF

Legal Services Division Contact

Contact Name: Douglas LaForce

DAF Tracking No.: 2026-238	Date	Signature
☒ Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	June 30, 2026	Signed By Vinette Prescott-Brown
☐ Approved by:		
☒ Approved by: Director, Real Estate Services Alison Folosea	July 7, 2026	Signed By Alison Folosea

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

Licensed Area:

Approximately 1,362.29 square meters (or 14,663.57 square feet)

Commencement Date:

July 15, 2026

Term:

Five (5) years with an option to extend for up to two (2) additional years.

Licence Fee:

\$120,902.00 per annum, plus HST for the Initial Term (or \$604,510.00 plus HST for the initial 5-year term of the Agreement). If the Term is extended, the Licence Fee starting on the 6th year of the Term shall be increased by six percent (6%) to \$128,156.00 plus HST, and thereafter, each additional extension year shall increase annually based on the annual average rate of CPI of the preceding calendar year plus HST.

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:

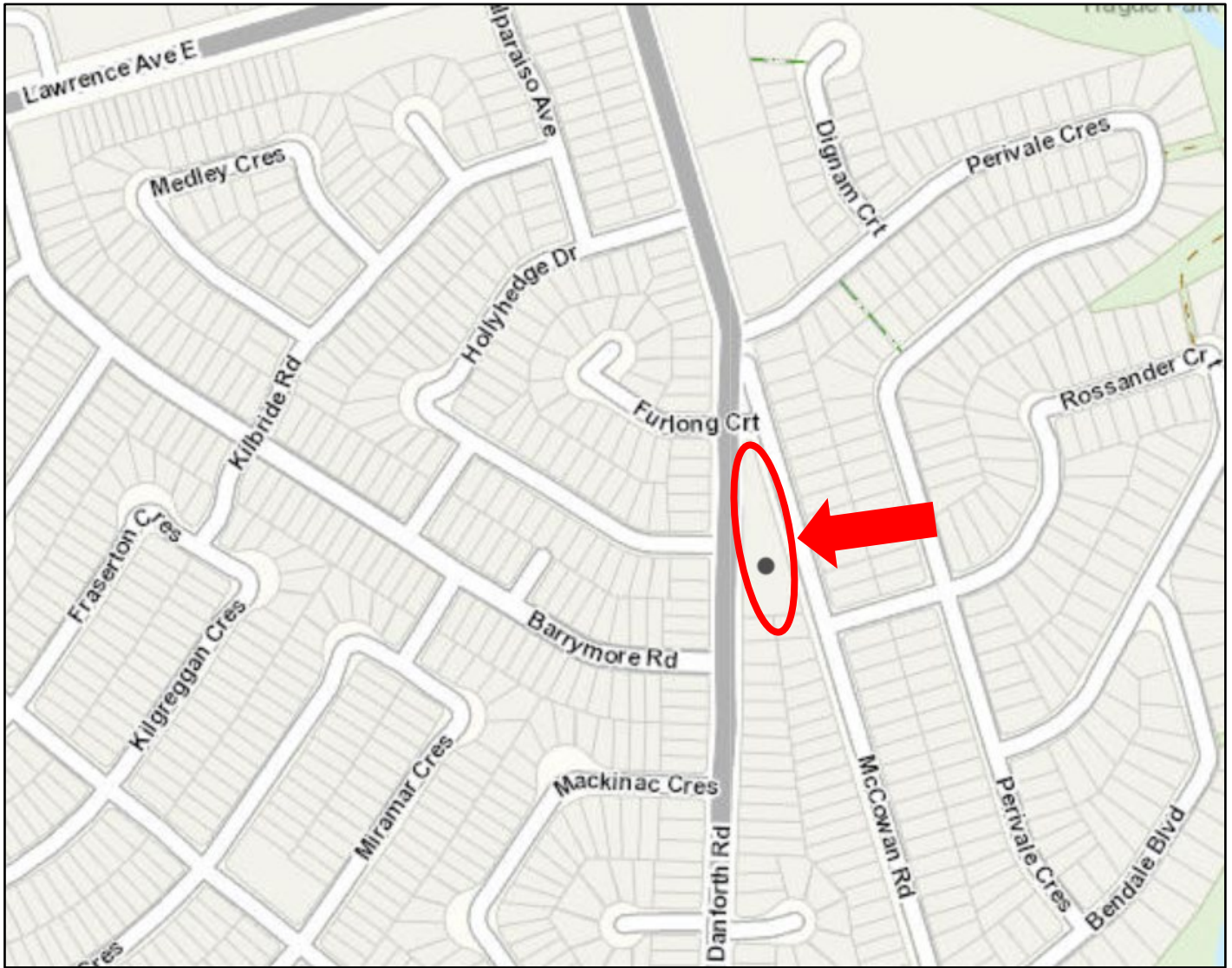
All works and uses in connection with the construction of the Project, including, without limitation:

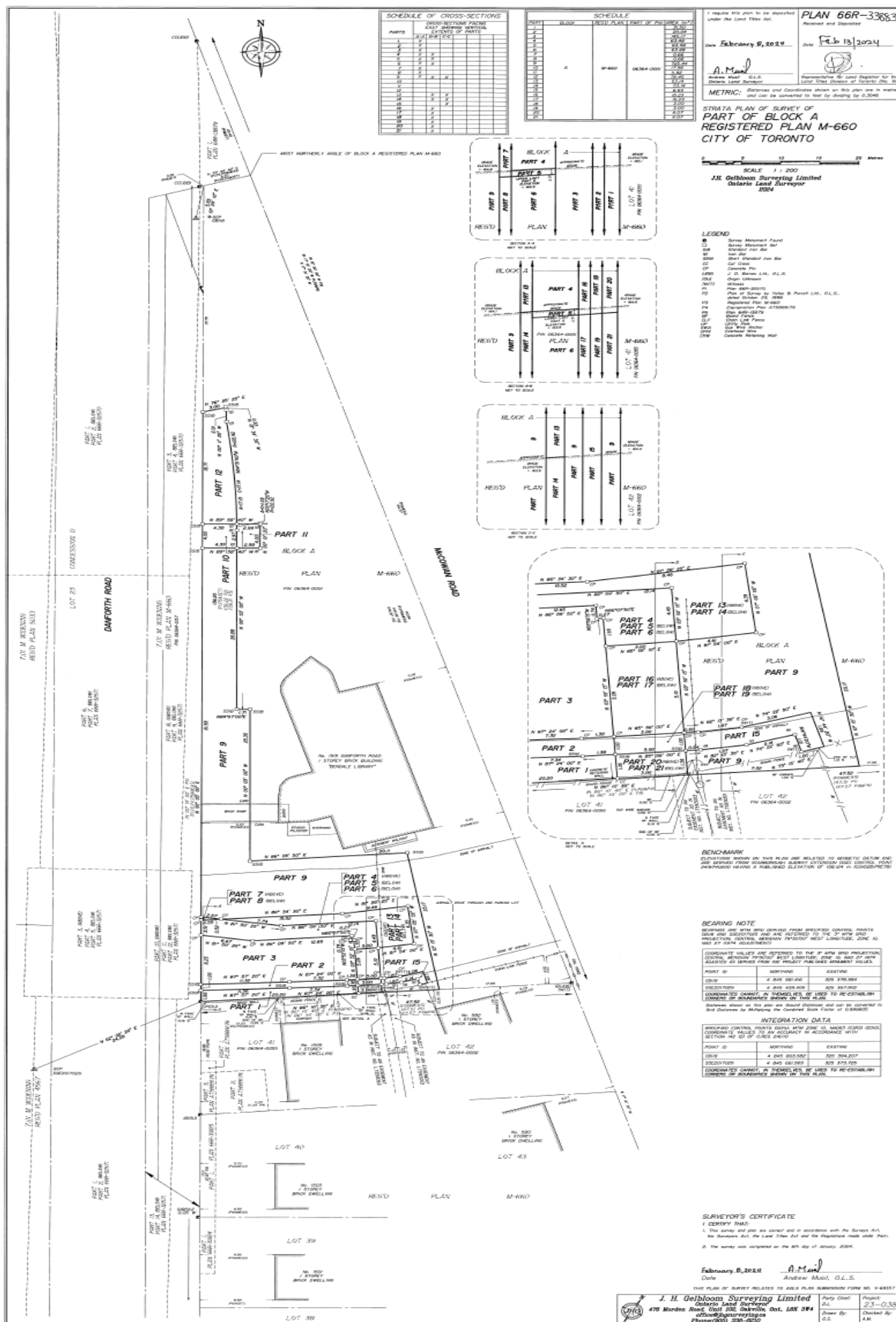
Entering, occupying, and re-entering with all necessary material, including, but not limited to, light and heavy vehicles, service vehicles, boring machines, machinery, mobile cranes, support facilities, supplies and equipment at all times in, on, over, through, under, along and upon the Licensed Areas for all purposes, including, but not limited to, construction staging and laydown areas, grading, excavation, temporary roadway detours, landscaping, support of excavation structures, placement and storage of soil and aggregate, equipment, supplies and other material, to conduct due diligence work, temporary and permanent above grade structures construction, construction of temporary and permanent subsurface elements such as headwalls, construction of subsurface tunnelling works and tunnel wall supports, footings and supports, construction and installation of temporary retaining walls, formwork, walking paths, temporary and permanent road infrastructure, traffic signals, street lighting, relocation of existing electrical and other utilities (provided that Metrolinx has received all applicable consents from the holders of the aforementioned utilities and the work is performed in accordance with all applicable laws), site offices, 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 (provided that Metrolinx has received all applicable permits), 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, provision of any temporary utilities required for construction of new transit facilities, construction of noise walls, temporary removal of parking areas and all other improvements and all related work, all in compliance with all applicable laws at Metrolinx's cost.

Removal and Restoration:

With the exception of the areas that will be acquired by Metrolinx on a permanent basis by way of fee simple interest or permanent easement on the expiry or early termination of the Agreement (in whole or in part), Metrolinx or its Authorized Users shall repair at its own expense and to the satisfaction of the City, acting reasonably, all damage to the Licensed Areas and improvements thereon caused by the use of the Licensed Areas by Metrolinx or its Authorized Users and shall restore the Licensed Areas to substantially the same condition that the Licensed Areas were in prior to the commencement of the Agreement. Should Metrolinx fail to undertake such repair and/or restoration, the City may initiate and complete such repair and/or restoration with such costs to be reimbursed by Metrolinx within thirty (30) days of Metrolinx's receipt of an invoice from the City.

Appendix "B" – Location Map





Appendix "C" – The Property
Property Sketch (Parts 3, 6, 8, 11, and 13-23, inclusive)

