

**DELEGATED APPROVAL FORM  
CHIEF CORPORATE OFFICER  
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2016-068

Approved pursuant to the Delegated Authority contained in City Council Item CC27.6 entitled "Metrolinx-City of Toronto-Toronto Transit Commission Master Agreement for Light Rail Transit Projects" adopted by City Council on October 30, 31 and November 1, 2012. City Council confirmatory By-law No. 1448-2012, enacted on November 1, 2012.

Prepared By:	Susan Lin	Division:	Real Estate Services
Date Prepared:	April 6, 2016	Phone No.:	392-4135

**Chief Corporate Officer has approval authority to approve the disposal to Metrolinx of certain Transit Lands for nominal consideration, (on terms satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor).**

**Purpose** To seek authority for appropriate City Officials to grant Metrolinx Permissions to Enter over City-owned property located at 75 Eglinton Avenue West, identified as located within the zone of influence of the tunnels for the Eglinton Crosstown Light Rail Transit ("LRT") Project (the "Project").

**Property** City-owned property located at 75 Eglinton Avenue West, shown in Appendix "B", and identified by Metrolinx as located within the zone of influence and may be potentially affected by the construction of the Project (the "Affected Property").

**Actions** 1. Authority be granted to enter into a Permission to Enter Agreement with Metrolinx in, over, under, upon and through the Affected Property for nominal consideration in connection with the construction of the Project, and on terms and conditions as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor.

**Financial Impact** There is no financial impact resulting from this DAF. Authority granted to enter into a Permission to Enter Agreement with Metrolinx for the Affected Property is for nominal consideration.

Pursuant to Schedule G (Real Estate Protocol) contained in the Master Agreement between the City, the Toronto Transit Commission and Metrolinx for the implementation of the Toronto Light Rail Transit Program dated November 28<sup>th</sup>, 2012 ("Master Agreement"), temporary use property requirements, not required for City purposes, are to be provided to Metrolinx for nominal consideration.

The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

**Comments** The Affected Property is required on a temporary basis for the purpose of installing temporary monitors on the City-owned properties to determine the influence of the Project. Metrolinx is seeking access to the Affected Property for its contractors, consultants and anyone authorized by it (the "Authorized User") to complete a pre-construction condition survey (the "Survey") and install Building Monitoring Points (the "Monitors") and to check and take movement measurements of the Monitors as needed. This will provide a record of the condition of the buildings to both Metrolinx and property owners, and enable Metrolinx to monitor ground movements during construction.

The Survey shall include, but not be limited to, inspection of foundations, ceilings, walls, floors, plumbing, outside structures and fixtures. The Monitors may comprise of small reflective stickers, monitoring brackets or anchor pins, which will be temporarily affixed to or installed on the exterior of the building for a period of time. Readings will be taken before, during and after tunneling.




The completion of the Survey, installation of the Monitors and movement measurements will be completed by the Authorized User. The Monitors will be installed at a specified location on the building in order to obtain the required readings. Once the Monitors are in place, subsequent access to the Affected Property will be required to obtain measurements and/or replace a Monitor. When construction of the Project has been completed, the Monitors will be dismantled and any damage resulting from the installation of the Monitors will be repaired at Metrolinx's cost. The Survey will result in a Condition Survey Report (the "Report") prepared by Metrolinx's Authorized User. The Report, once completed, will be signed by the Authorized User and Metrolinx. The City will be provided with a copy of the Report.

**Terms** See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	22 – St. Paul's
	<b>Assessment Roll No.:</b>	1904-11-4-070-02100
	<b>Approximate Area:</b>	N/A
	<b>Other Information:</b>	

**RECEIVED**  
 APR 08 2016  
 2016-221  
 CHIEF CORPORATE OFFICE

<b>Consultation with Councillor(s)</b>									
Councillor:	Josh Matlow					Councillor:			
Contact Name:	Josh Matlow					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Notified (March 17, 2016)					Comments:			
<b>Consultation with ABCDs</b>									
Division:	Toronto Police Services					Division:	Financial Planning		
Contact Name:	Enrico Pera					Contact Name:	Filisha Mohammed		
Comments:	March 23, 2016					Comments:	March 17, 2016		
<b>Legal Division Contact</b>									
Contact Name:	Lisa Davies (2-7270) (March 17, 2016)								

DAF Tracking No.: 2016-068	Date	Signature
Recommended by: Manager	April 6/16	
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services <input type="checkbox"/> Approved by: Joe Casali	Apr. 6/16	X 
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Apr 7/16	X 

**Appendix "A"**

DAF No. 2016-0068

**Permission to Enter – Major Provisions:**

- (i) Term: until completion of the Project and the Monitors have been dismantled from the building(s) on the Property;
- (ii) Metrolinx and/or the Authorized User to enter the Affected Property for the purposes of doing the work required to complete the Survey, install and obtain the required readings from the Monitors;
- (iii) Metrolinx or the Authorized User as the case may be, will only enter the Affected Property for the purposes described in (ii) above;
- (iv) The work to complete the Survey and the Report, and to install and obtain the required readings from the Monitors, will be at the cost to Metrolinx;
- (v) Upon the expiration of the Term, Metrolinx and/or the Authorized User must, at its sole cost, remove its equipment and debris from the Affected Property and restore the Affected Property to the satisfaction of the City;
- (vi) Metrolinx shall indemnify and hold the City harmless from and against liability or damage including claims for damage to property and personal injury or death, suffered or incurred by the City or occupant of the Affected Property arising out of, due to, or as a result of the activities of Metrolinx or its Authorized User on the Affected Property under this Permission but only to the extent of the proceeds of insurance actually received by Metrolinx under the insurance that Metrolinx is required to maintain pursuant to paragraph 9. For greater certainty, Metrolinx's Indemnity does not extend to or include liability or damage suffered by the City or occupant of the Property arising out of any negligent or other tortious acts or omissions of the City, or willful misconduct or breach of contract by the City, or anyone for whom the City is responsible at law;
- (vii) Metrolinx and/or the Authorized User to repair all damage caused by any exercise of its rights under the Permission to Enter to the satisfaction of the Chief Corporate Officer; and
- (viii) General Liability Insurance of no more than \$10,000,000.00.
- (ix) Metrolinx and/or the Authorized User must comply with all security policies, regulations or directives relating to the Affected Property. In particular, prior to an Authorized User being allowed to enter the Affected Property, the City may, in its sole discretion, require the Authorized User to undergo a background and security check satisfactory to the City, and Metrolinx shall ensure that its Authorized User comply with such check process.



