

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

**TRACKING NO.: 2016-203**

<input checked="" type="checkbox"/> Approved pursuant to the Delegated Authority contained in City Council Item CC27.6 entitled " <b>Metrolinx-City of Toronto-Toronto Transit Commission Master Agreement for Light Rail Transit Projects</b> " 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:	Trixy Pugh	Division:	Real Estate Services
Date Prepared:	September 19, 2016	Phone No.:	(416) 392-8160
<b>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).</b>			
<b>Purpose</b>	To obtain authority to grant temporary licences to Metrolinx to use a portion of the vacant land to the south of 1435 Eglinton Avenue West for sewer relocation, enter into an easement agreement and a consent agreement with Infrastructure Ontario ("IO") for the purposes of the sewer relocation and construction of a station entrance, as required for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project").		
<b>Property</b>	A portion of the City-owned property to the south of 1435 Eglinton Avenue West, described as being Lot 49 on Plan 1103 Township of York Except Part 1 on 64R-6392, shown as Parts 2 and 3 on Dwg. No. ECLE1-2A-SK009 (rev 3) in Appendix "A" (the "City Lands"); and  A portion of the Provincially-owned property to the east of 1435 Eglinton Avenue West, described as being Part of Lot 13 on Plan 1103, Part of Lot 14 on Plan 1103, Part Lot 15, Plan 1103 designated as Part 9 on 64R-7639; Lot 57 on Plan 1103; Lot 89 on Plan 1103 except 64R-15550; Part of Lot 49 on Plan 1103, Part 1 on 64R-6392, subject to CA493046 amended by CA510705; TB215681E, shown as Parts 1, 2, 5 and 6 on Dwg. No. ECLE1-2A-SK005 (rev 11) in Appendix "A" (the "IO Lands").		
<b>Actions</b>	<ol style="list-style-type: none"> <li>Authority be granted to enter into a temporary licence with Metrolinx for a term of three (3) months, on the City Lands on 10 days prior written notice for the relocation of City sewers, on terms and conditions as set out herein and as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor (the "City Licence") ;</li> <li>Authority be granted to enter into a temporary licence with Metrolinx for a term of three (3) months, on the IO Lands on 10 days prior written notice for the relocation of City sewers, on terms and conditions as set out herein and as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor (the " IO Licence").</li> <li>Authority be granted to enter into a temporary licence over Part 6 on Dwg No. ECLE1-2A-SK009 (rev 11) with Metrolinx for a term of fifty four (54) months commencing on November 1, 2016 and ending on April 30, on terms and conditions as set out herein and as deemed appropriate by the Chief Corporate Officer or designate, and in a form satisfactory to the City Solicitor (the "Station Entrance Licence").</li> <li>Authority be granted to enter into a permanent easement agreement over Parts 2 and 5 on Dwg. No. ECLE1-2A-SK005 (rev 11) with IO (the "IO Easement") for the purposes of sewer relocation onto IO Lands.</li> <li>Authority be granted to enter into a consent agreement with Metrolinx and IO in respect of the IO Licence, the City Licence and the IO Easement, for the purposes of sewer relocation.</li> <li>Authority be granted for the Chief Corporate Officer to administer and manage the temporary licences including the provision of any consent, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction.</li> <li>The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>		
<b>Financial Impact</b>	See page 3		
<b>Comments</b>	See page 3		
<b>Terms</b>	See pages 3 and 4		

<b>Property Details</b>	<b>Ward:</b>	21 – St. Paul's
	<b>Assessment Roll No.:</b>	1914-02-3-290-01000 & 1914-02-3-290-01250
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	

**Consultation with Councillor(s)**

Councillor:	Joe Mihevc	Councillor:	
Contact Name:	Joe Mihevc	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:	Notified (September 19, 2016)	Comments:	

**Consultation with ABCDs**

Division:	TPS	Division:	Financial Planning
Contact Name:	James Lester	Contact Name:	Filisha Mohammed
Comments:	Incorporated into DAF	Comments:	September 16, 2016

**Legal Division Contact**

Contact Name:	Lisa Davies (2-7270) (September 16, 2016)
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DAF Tracking No.: 2016-203	Date	Signature
Recommended by: Manager	Sept. 19, 2016	Tasse Karakolis
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	Sept. 19, 2016	Joe Casali
<input checked="" type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli	Sept. 19, 2016	Josie Scioli

<p><b>Financial Impact</b></p>	<p>There is no financial impact resulting from this DAF. The proposed City Licence and IO Licence will be granted for nominal consideration. All costs associated with the IO Easement will be the responsibility of Metrolinx. 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.</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<p><b>Comments</b></p>	<p>The Property was acquired in 1975. Subsequently, it became part of the parking lot for the Toronto Police Station ("TPS") Division 13.</p> <p>As part of the Project, City sewers are required to be relocated. As such, Metrolinx has requested for temporary licences for the sewers. The sewers will run through Parts 2 and 3 on Dwg. No. ECLE1-2A-SK009 (ver 3) and Parts 2 and 5 on Dwg. No. ECLE1-2A-SK005 (ver 11). The grant of the IO Licence is subject to the consent of IO, who have agreed to grant such consent on terms and conditions satisfactory to the City Solicitor and the IO Solicitor. The City will require an easement over Parts 1- 6 on Dwg. No. ECLE1-2A-SK005 (ver 11) over the IO Lands as these are City sewers. TPS is aware of the requirements and have no objections.</p> <p>The Property Management Committee has reviewed Metrolinx' requirements of the City Lands and the IO Lands and recommends that the Licences be conveyed to Metrolinx.</p>
<p><b>Terms</b></p>	<p>City Licence – Major Provisions:</p> <ul style="list-style-type: none"> <li>(i) Term: Three (3) months commencing upon Metrolinx giving not less than ten (10) days written notice to the City;</li> <li>(ii) Prior to commencement of any work, Metrolinx shall provide to the Chief Corporate Officer detailed plans showing the proposed location and specifications of the sewer;</li> <li>(iii) Metrolinx to repair all damage caused by any exercise of its rights under the City Licence to the satisfaction of the Chief Corporate Officer;</li> <li>(iv) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.</li> </ul> <p>IO Licence – Major Provisions:</p> <ul style="list-style-type: none"> <li>(i) Term: Three (3) months commencing upon Metrolinx giving not less than ten (10) days' prior written notice to the City;</li> <li>(ii) Metrolinx will, as required from time to time or cause its Authorized Users to have secured all approvals, licences and permits required to be obtained by Metrolinx for use of the Licensed Area for the Permitted Purpose in accordance with Schedule B of the Master Agreement and as required by Applicable Laws binding upon it, which approvals, licences and permits will be obtained at Metrolinx's or its Authorized Users' sole cost and expense;</li> <li>(iii) Metrolinx to repair all damage caused by any exercise of its rights under the IO Licence to the satisfaction of the Chief Corporate Officer;</li> <li>(iv) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.</li> </ul>

Station Entrance Licence – Major Provisions:

- (i) Term: Fifty-four (54) months commencing on November 1, 2016 and ending on April 30, 2021;
- (ii) Metrolinx will, as required from time to time or cause its Authorized Users to have secured all approvals, licences and permits required to be obtained by Metrolinx for use of the Licensed Area for the Permitted Purpose in accordance with Schedule B of the Master Agreement and as required by Applicable Laws binding upon it, which approvals, licences and permits will be obtained at Metrolinx's or its Authorized Users' sole cost and expense;
- (iii) Metrolinx to repair all damage caused by any exercise of its rights under the Station Entrance Licence to the satisfaction of the Chief Corporate Officer;
- (iv) Insurance provisions as per Schedule B to the Master Agreement, or such other insurance that is equal to or greater than the insurance provided as set out in Schedule B, together with such other conditions as the Chief Corporate Office may deem appropriate.

IO Easement – Major Provisions:

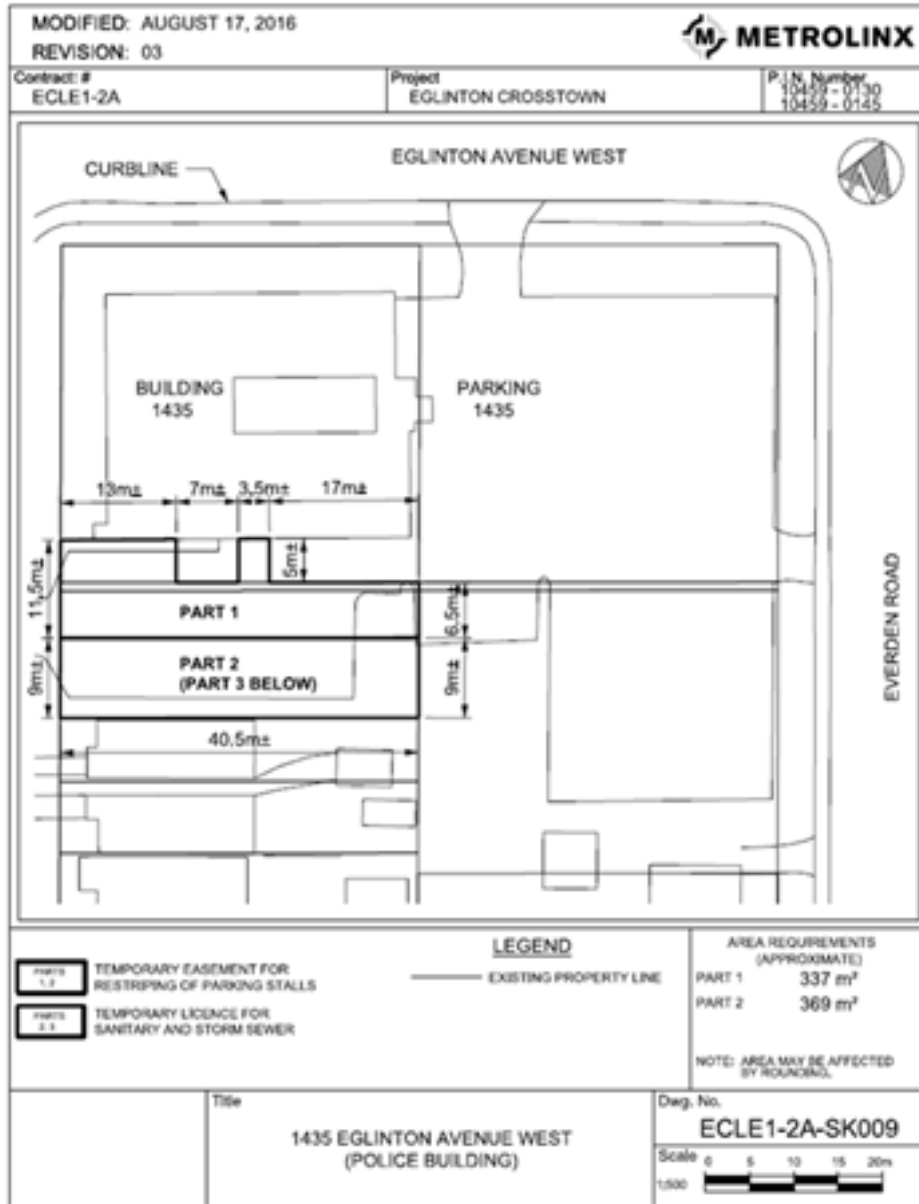
- (i) Term: Permanent easement with easement area to be further defined upon relocation of the sewer and the deposit of a reference plan showing the location of the sewer
- (ii) City to have a non-exclusive right, interest and easement upon, under, along, over and across the IO Lands with all necessary plant, machinery, tools and materials as may be required for the constructing, installing, operating, maintaining, inspecting, removing, replacing, repairing and reconstructing a the relocated storm sewer on the terms and conditions set out therein;
- (iii) City to provide IO with an environmental indemnity for any contravention of the environmental covenants contained in the IO Easement;
- (iv) City to provide a general indemnity and release in favour of IO as a result of exercising its rights under the IO Easement.

Consent Agreement – Major Provisions:

- (i) IO as owner of the IO Lands consents to the granting of the IO Licence to Metrolinx;
- (ii) IO as owner of the IO Lands agrees to grant the IO Easement to the City;
- (iii) IO acknowledges that all costs associated with the relocation of the sewer on the IO Lands and the granting of the IO Easement are the sole responsibility of Metrolinx.

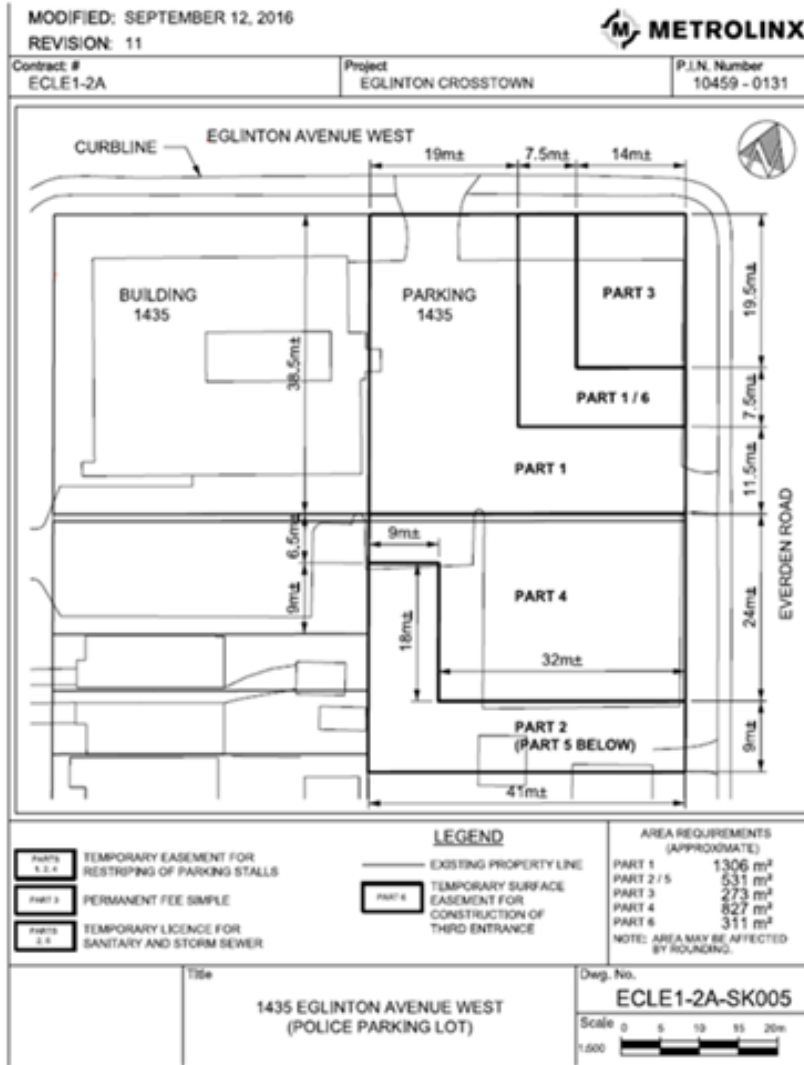
Appendix "A"

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**Appendix "A"**

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