

**DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2018-279

<input checked="" type="checkbox"/> 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:	Leila Valenzuela	Division:	Real Estate Services
Date Prepared:	August 7, 2018	Phone No.:	(416) 392-7174
<p align="center">Deputy City Manager, Internal Corporate Services has approval authority to approve the disposal to Metrolinx of certain Transit Lands in accordance with the Real Estate Principles identified in the Master Agreement (on terms satisfactory to the Deputy City Manager and in a form acceptable to the City Solicitor).</p>			
Purpose	To obtain authority to enter into a temporary licence with Metrolinx over the City-owned property at 641 Eglinton Avenue West, as required to implement the work pursuant to the Party Wall Agreement between the City and Metrolinx and for the implementation of the Eglinton-Scarborough Crosstown Light Rail Transit Project (the "Project")		
Property	The land and building, municipally known as 641 Eglinton Avenue West, shown as Parts 4 & 5 on Dwg No. ECLEI-2G-SK019 in Appendix "B" (the "Property").		
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a temporary licence over the Property with Metrolinx on terms and conditions as set out herein and as deemed appropriate by the Deputy City Manager or designate, and in a form satisfactory to the City Solicitor; Authority be granted for the Deputy City Manager to administer and manage the temporary licence including the provision of any consent, approvals, waivers, notices and notices of termination provided that the Deputy City Manager may, at any time, refer consideration of such matter to City Council for its determination and direction; The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>There is no financial impact resulting from this approval.</p> <p>Pursuant to Schedule F (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, 2012 ("Master Agreement"), temporary use of property requirements not required for City purposes are to be provided to Metrolinx for nominal consideration.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>The City and Metrolinx entered into a Party Wall Agreement dated August 26, 2016 respecting responsibility and work required by each party regarding the wall on the boundary between the Property and the lands known as 625 Eglinton Avenue now owned by Metrolinx. Metrolinx has demolished its portion of the building attached to the Property for the purpose of erecting Chaplin Station secondary entrance and vent shaft structure. Pursuant to Section 3 (Metrolinx Improvements) of the Party Wall Agreement, the City shall grant permission to Metrolinx to enter the Property for the Metrolinx required improvements to the Property, including making good to damage to the wall so as to restore the wall to a proper condition as a party wall at the completion of its works, and makes good to all damage to the any portion of the building on the Property cause by the work.</p> <p>Metrolinx now require access to the Property to perform all work in connection with Article 3 of the Party Wall Agreement. The work includes, but not limited to, access to the roof and interior and exterior of the building located on the Property, installation of roof supports, roof construction, reinstallation of gable, waterproofing, and all related work to structural elements in respect of the building on the Property arising from the work being performed on the adjacent Metrolinx property together with any work required as per Section 3.1 of the Party Wall Agreement.</p>		
Terms	See Appendix "A"		
Property Details	Ward:	22 – St. Paul's	
	Assessment Roll No.:	1904-11-2-280-00600	
	Approximate Area:	Property: 630.75 m ² ± (2,069.40 ft ² ±) Building: 708 m ² ± (7,620 ft ² ±)	
	Other Information:		

Consultation with Councillor(s)									
Councillor:	Josh Matlow				Councillor:				
Contact Name:	Josh Matlow, Carolina Vecchiarelli (CA)				Contact Name:				
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Notified (July 27/18)				Comments:				
Consultation with ABCDs									
Division:	Real Estate Services				Division:	Financial Planning			
Contact Name:	Daran Somas				Contact Name:	Patricia Libardo			
Comments:	Comments have been incorporated (July 27/18)				Comments:	Comments have been incorporated (July 30/18)			
Legal Division Contact									
Contact Name:	Lisa Davies (2-7270) (July 26, 2018)								

DAF Tracking No.: 2018-279	Date	Signature
Recommended by: Manager, Tim Park	August 8, 2018	Signed by Tim Park
<input checked="" type="checkbox"/> Recommended by: Director of Real Estate Services David Jollimore	August 9, 2018	Signed by David Jollimore
<input checked="" type="checkbox"/> Approved by: Deputy City Manager, Internal Corporate Services Josie Scioli	August 14, 2018	Signed by Josie Scioli

Appendix "A"**DAF No. 2018-279****Terms and Conditions:**

Temporary Licence for Construction Purposes – Major Provisions:

- (i) Term: Four (4) months commencing five (5) days following delivery of written notice to the City.
- (ii) Metrolinx to repair all damage caused by any exercise of its rights under the Temporary Licence to the satisfaction of the City.
- (iii) 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 Deputy City Manager may deem appropriate.
- (iv) Metrolinx shall provide the City with the plans for its Work, together with a certification by a qualified structural engineer addressed to the City or accompanied by a letter of reliance, that the Work will not adversely impact the structural integrity of the Wall or the portion of the building on the City lands.
- (v) Metrolinx shall maintain insurance in respect of the Work in accordance with Schedule B to the Master Agreement.

Appendix "B"

Location and Site Map



