

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

**TRACKING NO.: 2023-060**

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

<b>Prepared By:</b>	Boluwarin Mojeed	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	March 10, 2023	<b>Phone No.:</b>	416-392-7399

<b>Purpose</b>	To obtain authority to enter into a temporary use and access licence agreement (the "Licence") with His Majesty the King in Right of Ontario, as represented by Ontario Infrastructure and Lands Corporation ("OILC") (the "Licensor") together with a letter setting out additional terms and conditions (the "Letter") with Hydro One Networks Inc. ("HONI"), with respect to the hydro corridor at the southwest corner of MacPherson Avenue and Davenport Road, for the purpose of completing geotechnical investigative work and daylighting work associated with the City of Toronto's Green Line Implementation Plan.
<b>Property</b>	Hydro corridor lands located on the southwest corner of MacPherson Avenue and Davenport Road; being part of PIN 21219-0149(LT) (the "Licensed Area"), as shown in Appendix "B" – Location Map and Licensed Area Sketch.
<b>Actions</b>	1. Authority be granted to enter into the Licence and the Letter, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
<b>Financial Impact</b>	<p>The total cost to the City will be \$1,500 (plus HST) or \$1,526.40 (net of HST recovery) for the licence fee, and \$10,000 for the Security Bond to HONI as security against the City's obligations under the Licence. This deposit will be returned on completion of the term provided that the Licensed Area is restored to the Licensor's satisfaction.</p> <p>The cost for the transaction will be funded by the 2022 Council Approved Capital Budget for Parks, Forestry &amp; Recreation under capital project account CPR117-49-23.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
<b>Comments</b>	<p>The Green Line Implementation Plan (the "Project") proposes a new linear park and recreational trail system in midtown and west Toronto. The Project will include park and recreational trail improvements on a connected network of parkland, road crossings, and hydro corridor lands.</p> <p>The City requires the Licence for the purpose of conducting a geotechnical study and daylighting work for the Project.</p> <p>The proposed licence fee and other major terms and conditions of the Licence and the Letter are considered to be fair, reasonable and reflective of market rates.</p>
<b>Terms</b>	Please see page 4: Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	12 – Toronto-St. Paul's
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	1,200 m <sup>2</sup> ± (12,600 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/REOIs:</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/Licensors):</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 checked="" 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/REOIs.</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 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:	Josh Matlow	Councillor:	
Contact Name:	Andrew Athanasiu	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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:	Parks, Forestry & Recreation	Division:	<b>Financial Planning</b>
Contact Name:	Brian Majcenic	Contact Name:	Filisha Jenkins
Comments:	Concurred	Comments:	Concurred

**Legal Services Division Contact**

Contact Name:	Michelle Xu
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DAF Tracking No.: 2023-060	Date	Signature
Concurred with by: Acting Manager, Real Estate Services <b>Leila Valenzuela</b>	March 15, 2023	Signed by Leila Valenzuela
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Jennifer Kowalski</b>	March 15, 2023	Signed by Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services</b>		

## Appendix "A" – Major Terms and Conditions

1. **Licensor:** His Majesty the King in right of Ontario, as represented by the Minister of Infrastructure
2. **Licensee:** City of Toronto (the "City")
3. **Term:** One (1) year commencing from November 15, 2022 and ending on November 14, 2023.
4. **Licence Fee:** \$1,500.00, plus all applicable taxes
5. **Security Bond:** Ten Thousand dollars (\$10,000.00) payable to Hydro One Networks Inc., to be held by the Licensor as security for the Licensee's obligations with respect to restoration of the Licensed Area. In the event that the Licensed Area has not been restored by the Completion Date, the Security Bond will be forfeited to the Licensor.
6. **Use:** For geotechnical investigative work and daylighting work (the "Work").
7. **Indemnity:** The City will indemnify the Licensor against and will release the Licensor from any claims (including environmental) arising from the Licence Agreement. This is a stringent indemnity in the Licensor's favor, and has been authorized by Government Management Committee Report No. 20.8 adopted by Council on April 3 and 4, 2013. The City agrees that the Licensor and Hydro One Networks Inc. may plead this Licence as an estoppel.
8. **Insurance:** City shall take out commercial general liability insurance of not less than five million dollars.
9. **Early Termination:** The Licensor may terminate the Licence (i) in the event defaults under this Licence are not remedied; (ii) if the Use becomes in any way reflect improperly on the Licensor or the Government of Ontario; or (iii) the use in any way interfere with, obstruct, limit or impeded the right of Hydro One Networks Inc. to use the Licensed Area to operate the Transmission System or Distribution System.
10. **Defined Access:** The City agrees only to use such defined access and crossing point provided by the Licensor.
11. **Fence:** The City shall shall install temporary fences around the area and such fences shall be maintained during the duration of the Licence.

### **HONI Site Specific Conditions in the "Letter" dated February 1, 2023, HONI File #YORK C 632.5-8168**

1. Scope of approval of the Work, once issued by HONI, is valid for one (1) year from the approval date; otherwise the City will have to resubmit all drawings for further review at an additional charge.
2. City must comply with the safety and clearance regulations as per Occupational Health and Safety Act (OHSA).
3. City must adhere to HONI's HV Cable Precaution sheet when working in the vicinity of underground cables, and must ensure a HONI personnel is present when performing any daylighting work.
4. 72 hours advance notice required by HONI prior to City's commencement of the Work.
5. To restore lands to their original pre-use condition.
6. If at any time during a site inspection, the listed conditions are not complied with or the lands are used for inappropriate or non-approved purposes, the Licence will be subject to termination upon written notice.
7. City will be held liable for any damage to HONI's facilities, as a result of flooding or standing water caused by the Work.
8. Any relocation, modification and/or repair of HONI's facilities as a result of the Work will be carried out by HONI at the City's expense.
9. City is responsible for all other utility permits and permissions, which may be required for the Work.

**Appendix "B" – Location Map & Licensed Area Sketch**



Figure 1 - Location Map

-  Lands Owned by His Majesty King in Right of Ontario
-  Licence Area



Figure 2 - Licensed Area Sketch