

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

TRACKING NO.: 2023-324

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

Prepared By:	Boluwarin Mojeed	Division:	Corporate Real Estate Management
Date Prepared:	December 20, 2023	Phone No.:	416-392-7399

Purpose	To obtain authority to enter into a Licence of Land for Temporary Use and Access (the " Licence ") with His Majesty the King in Right of Ontario, as represented by The Minister of Infrastructure, as represented by Ontario Infrastructure and Lands Corporation (" OILC ") (collectively, the " Licensor ") together with a letter setting out additional terms and conditions (the " Letter ") with Hydro One Networks Inc. (" HONI "), with respect to the lands known municipally as the Finch hydro corridor, in the City of Toronto, for the purpose of accessing the lands and completing geotechnical investigative work and daylighting work associated with the detailed design for a new multi-use trail (the " Work "), commencing on February 1, 2024 and ending on January 31, 2025.
Property	Hydro corridor lands located between Pharmacy Avenue and Birchmount Road; described as Part of Lot 34 Con 4, Part of Lot 33 Con 4, Part of Lots 31-32 Con 4, also described as comprising of all or Part of PINs 06122-0002 (LT), 06121-0476 (LT), 06121-0475(LT), 06119-0002(LT), and 06118-0002(LT), Formerly the City of Scarborough, now City of Toronto, as shown on the Location Map and Licensed Area Sketch attached hereto as Appendix "B".
Actions	1. Authority be granted to enter into the Licence with the Licensor, 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.
Financial Impact	<p>The total cost to the City will be \$1,500.00 (plus HST) or \$1,526.40 (net of HST recovery) for the Licence Fee, and Security Bond of \$10,000.00 to be used as security against the City's obligations under the Licence and the Letter. The Security Bond will be returned on the completion of the Work, provided that all terms and conditions of the Licence and Letter have been complied with by the City.</p> <p>The cost for the transaction will be funded by the 2023 Council Approved Capital Budget for Transportation Services under capital project account CTP817-05-345.</p> <p>The Chief Financial Officer and Treasurer has reviewed the DAF and agrees with the financial impact information.</p>
Comments	The City requires the Licence for the purpose of completing geotechnical investigative work and daylighting work associated with the detailed design for a new multi-use trail.
Terms	Please see pages 4 and 5: Appendix "A" and "A-1"

Property Details	Ward:	22 – Scarborough-Agincourt
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	49.01 Acres
	Other Information:	N/A

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/REOs:</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 & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</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>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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:	Nick Mantas	Councillor:	
Contact Name:	Joanne Fusillo Ademaj	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:	Engineering & Construction Services	Division:	Financial Planning
Contact Name:	Matthew McAinsh	Contact Name:	Ciro Tarantino
Comments:	Comments Incorporated	Comments:	Comments Incorporated

Legal Services Division Contact

Contact Name:	Michelle Xu
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DAF Tracking No.: 2023-324	Date	Signature
Concurred with by: Manager, Real Estate Services Niall Robertson	Dec. 20, 2023	Signed by Naill Robertson
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski	Dec. 20, 2023	Signed by Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		

Appendix "A" – Major Terms and Conditions

1. **Licensor:** His Majesty the King in the right of Ontario, as represented by the Minister of Infrastructure, as represented by Ontario Infrastructure and Lands Corporation
2. **Licensee:** City of Toronto (the "City")
3. **Term:** One (1) year commencing from February 1, 2024, and ending on January 31, 2025
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 City's obligations under the Licence. In the event of non-compliance of the terms by the City, part or all of the Security Bond may be forfeited to the Licensor, and the City agrees to pay for any shortfall of the Security Bond to the Licensor.
6. **Use:** For geotechnical investigative work and daylighting work.
7. **Indemnity:** The City releases the Licensor and HONI from all claims, damages, injury, sustained by the City, in respect of the termination of the Licence, and agrees to not take any proceedings against any other person or corporation who might claim contribution or indemnity under common law or under the provisions of the *Negligence Act* (Ontario) from the Licensor or HONI, and agrees that the Licensor and HONI may plead this Licence as an estoppel. The City will indemnify the Licensor and HONI against any breach or non-compliance with environmental covenants of the City and hold the Licensor and HONI harmless against third party claims arising from the introduction or release of Environmental Contaminants from the Lands by the City and those for whom the City is responsible for at law (including all costs associated with air quality issues). The City further releases and indemnifies the Licensor and HONI for all claims, loss, damage or injury arising in connection with the Licence, except to the extent the loss, damage or injury arises from the gross negligence of the Licensor or HONI.
8. **Insurance:** City shall take out commercial general liability insurance of not less than five million dollars and name His Majesty The King in right of Ontario, as represented by the Minister of Infrastructure, and OILC and Hydro One Networks Inc. as additional insureds.
9. **Early Termination:** The Licensor may terminate the Licence: (i) if defaults (other than non-payment of the Licence Fee) under the Licence are not remedied or adequate measures are not being taken within 7 days of notice; (ii) immediately, if the Use, in the opinion of the Licensor, becomes in any way reflect improperly on the Licensor or the Government of Ontario; or (iii) within 7 days of notice, if the Use in any way interfere with, obstruct, limit or impede the right of Hydro One Networks Inc. to use the Lands to operate the Transmission System or Distribution System.
10. **Default:** When the Licensee defaults in its obligation, the Licensor shall have the right to immediately cure such default at the cost of the Licensee without being liable to the Licensee any for damages caused by such remedial actions.

HONI Site Specific Conditions on the "Letter", HONI File #Scarborough C 632.5-8565

1. Proposal: plans, drawings and/or documents submitted by the City to date, for the Work.
2. 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.
3. City assumes all liability associated with the Proposal, and to manage the methods and safety of the Work.
4. Any relocation, modification and/or repair of Hydro One facilities as a result of the Proposal will be carried out by Hydro One at the City's expense.
5. If at any time during a site inspection, the listed conditions in the approval 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.

Appendix "B" – Location Map and Licensed Area Sketch

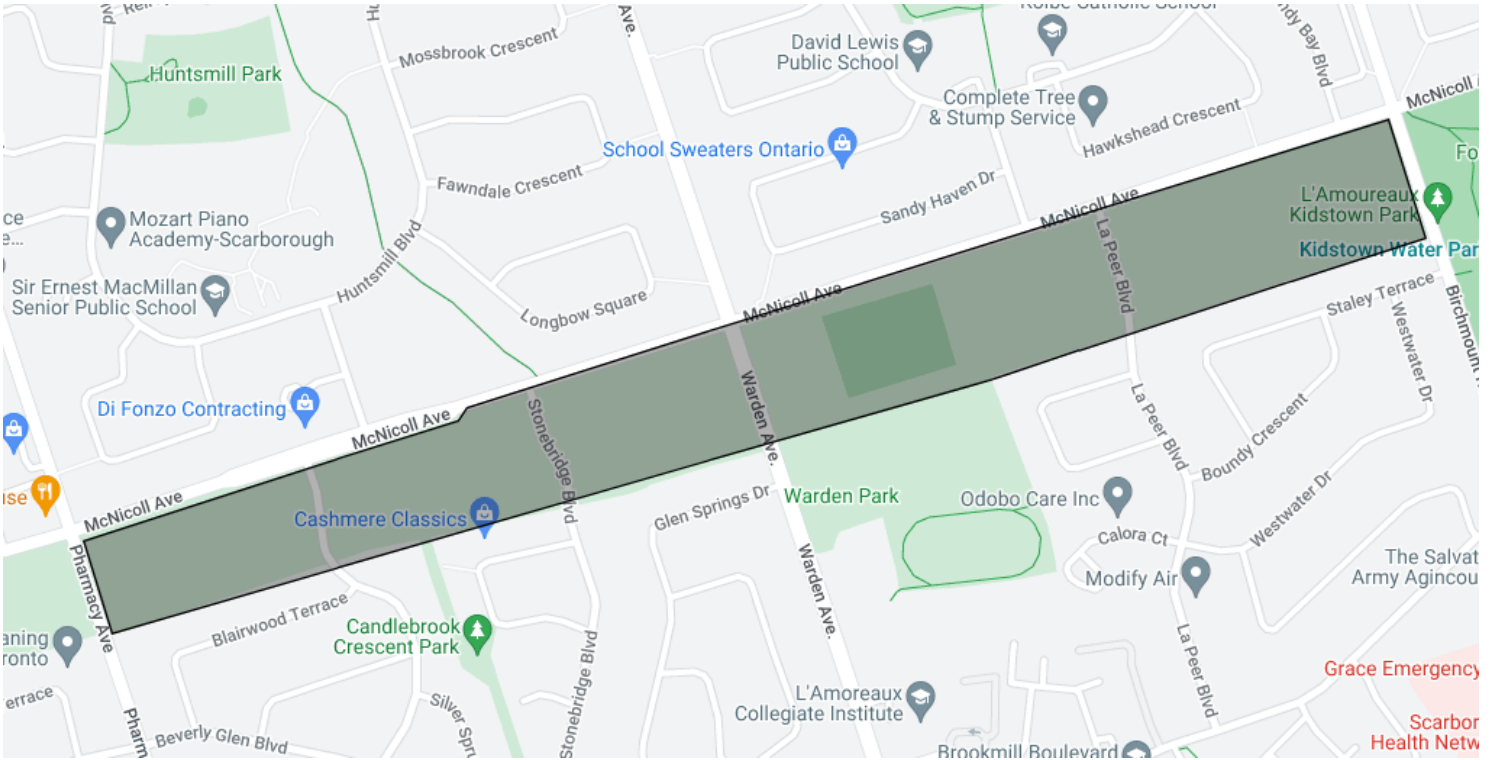


Figure 1 – Location Map




-  License Area (Blue), approximate width/location of proposed multi-use pathway.
-  Location of Boreholes (RED diamonds) are approximate, and provided in greater detail per City of Toronto’s submitted drawing “Proposed 2023 Borehole Location Plan_rev2”, pages 1-6).
-  Lands Owned by His Majesty, the King in Right of Ontario



Figure 2 – Licensed Area Sketch