

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-079

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

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	April 12, 2024	Phone No.:	647-458-1934
<b>Purpose</b>	To obtain authority for the City of Toronto (the "City") to enter into a licence agreement (the "Licence") with Toronto Hydro Electric System Limited ("THESL") to permit THESL to operate and maintain a duct bank and ancillary infrastructure along a portion of the utility corridor attached to the Lake Shore Boulevard East vehicular bridge over the Don River.		
<b>Property</b>	Part of Block FE on Plan 520-E, being part of PINs 21077-0103 (LT) and 21077-0104 (LT), and part of the Don River Diversion on Plan 520-E, being part of PIN 21077-0168 as shown in the draft reference plan excerpt (the "Plan") in Appendix "B" (the "Licensed Area")		
<b>Actions</b>	1. Authority be granted to enter into the Licence with THESL, substantially on the major terms and conditions set out below, 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>	A one-time licence fee of \$165,000 and a one-time payment of \$32,464 for maintenance cost sharing will be made to the City. These funds will be allocated to CREM's 2024 operating budget.		
	The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.		
<b>Comments</b>	As part of the Port Lands Flood Protection Project (PLFP) and the Lake Shore Boulevard East Project (LSBE), Waterfront Toronto (WT) is removing a former railway bridge which crosses the Don River, which requires removal of a duct bank owned by THESL. Under an agreement between THESL and WT, WT has installed a new duct bank, containing its electricity line and telecommunications lines owned by several providers within a new utility corridor over the Don River that passes through both City-owned and Toronto Port Authority owned lands as shown in the Plan in Appendix "B". The utility corridor is supported on the same piers and foundations of the new Lake Shore Boulevard East vehicular bridge. The utility corridor is expected to include a City watermain, an Enbridge gas main and a Road Emergency Services Communication Unit fibre optic cable.		
	THESL requires a licence from the City to operate and maintain the duct bank over the City-owned portions of the bridge lands, after completion and handover of the widened bridge, currently estimated to be in late 2025. At that time, the City expects the Toronto Port Authority to transfer to the City in fee simple or permanent easement the lands and air space occupied by the other portions of the bridge and the THESL duct bank and these lands are included in the Licence, subject to completion of the conveyance. Therefore, the total licence fee payable includes the fee for the Toronto Ports Authority lands to be conveyed.		
	The proposed licence fee and other major terms and conditions of the Licence are considered to be fair, reasonable and reflective of market rates.		
<b>Terms</b>	Key terms and conditions are outlined in Appendix "A"		
<b>Property Details</b>	<b>Ward:</b>	14 – Toronto-Danforth	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>		
	<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/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 &amp; Parks &amp; 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><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 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/REOs.</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 checked="" 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:	Councillor Paula Fletcher	Councillor:	
Contact Name:	Nicolas Valverde	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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:	Transportation Services	Division:	<b>Financial Planning</b>
Contact Name:	Mark Berkovitz	Contact Name:	Ciro Tarantino
Comments:	No comments	Comments:	Comments incorporated

**Legal Services Division Contact**

Contact Name: Charlene Farrugia

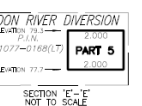
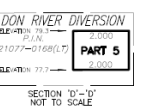
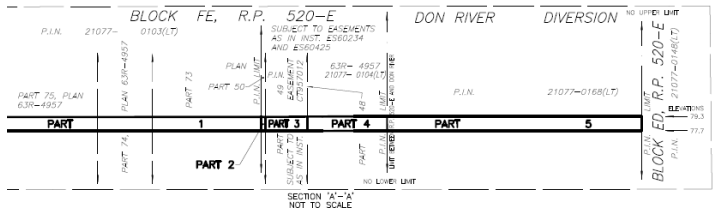
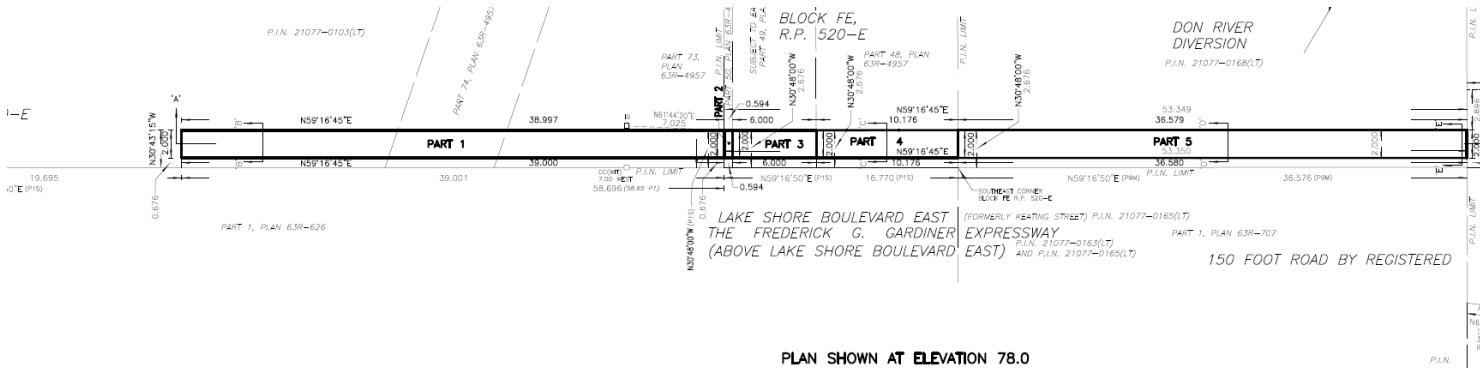
DAF Tracking No.: 2024-079	Date	Signature
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	April 15, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	April 15, 2024	Signed by Alison Folosea

## APPENDIX "A"

### Key Terms

Term:	75 years, commencing on the date of acceptance by the City of the bridge substructure from Waterfront Toronto
Permitted Use:	The operation, maintenance, repair, removal, inspection, use and replacement of the duct bank and related improvements, and installation of further works within the duct bank, along with other works in the Licensed Area as may be permitted by the City.
Telecom Works:	THESL may permit third party telecommunications works to be installed in the duct bank, provided THESL is not in breach of its obligations under the Licence, applicable permits have been obtained from the City, and each telecommunications carrier enters into an agreement with the City regarding compliance with the Licence, including reasonable insurance and indemnity requirements.
Licensed Area:	185 square metres, shown as Parts 1, 2, 3, 4 and 5 in the attached Plan in Appendix "B"
Licence Fee:	\$165,000 plus HST
Maintenance Share:	\$32,464 plus HST, representing 25% of the City's estimated 75-year life cycle costs to maintain and repair the concrete and piers of the portion of the bridge substructure that supports the elevated utility corridor
City Approval:	Prior to undertaking any permitted use within the Licensed Area other than internal duct work, THESL shall obtain the written approval of CREM. These requests shall be accompanied by a notification form with evidence that notice is being circulated to other users of the bridge, and any plans, drawings and other materials as may be required by CREM. THESL will be required to resolve any issues identified by the other users regarding impacts to their respective works prior to the issuance of approval by the City.
THESL Approval Rights:	City cannot allow any installations or permit any work within the Licensed Area without THESL's approval, which may be withheld in its discretion.
Maintenance:	The City shall be responsible for maintaining the bridge substructure in a safe condition and a good state of repair, including costs related to impacts on the Licensed Area. THESL shall be responsible for maintaining the permitted works in a safe condition and good state of repair.
Assumption:	City cannot encumber or convey the Licensed Area or transfer control of the Licensed Area without delivering an agreement to THESL in which the grantee agrees to assume the Licence.
Early Termination:	The City shall have the right to terminate the Licence in the event that the bridge substructure is irreparably damaged and is no longer safe for the continued occupancy of the permitted use, as confirmed by a third-party consulting engineer.
Indemnity:	THESL shall indemnify and save harmless the City from all claims, complaints, demands, damages, losses, expenses and costs, charges, proceedings and actions which may be directly suffered, sustained or incurred arising from or as a result of the negligence or wilful misconduct of THESL.
Decommissioning:	At the end of the term, THESL shall decommission the works and restore the Licensed Area at its cost and to the satisfaction of the City, to a condition as close reasonably possible to the condition immediately preceding entry by THESL into the Licensed Area
Default:	In the event of default by THESL and failure by THESL to remedy the default within 30 days, the City can remedy the default at THESL's cost, but cannot terminate the Licence.
Environmental:	THESL has refused to indemnify the City for any breach of the environmental provisions of the Licence, non-compliance with any environmental laws, the generation/release of hazardous materials and any injuries arising from a breach of environmental laws

APPENDIX "B"  
Licensed Area



ST
1 (U)
2 (U)
3 (U)
4 (U)
5 (U)