

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-048

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

Prepared By:	Mark Filice	Division:	Corporate Real Estate Management
Date Prepared:	June 7, 2024	Phone No.:	416-392-1830
Purpose	To obtain authority to enter into a temporary use and access licence agreement with His Majesty The King in Right of Ontario as represented by The Minister of Infrastructure (the "Licensor"), of which the Ontario Infrastructure and Lands Corporation acts as the authorized signing officer and of which Hydro One Networks Inc. maintains the right to use, for the purpose of crossing a transmission corridor with construction vehicles and equipment to perform work associated with underground gas lines (the "Licence Agreement").		
Property	The Property legally described as Part of Block A, Plan 3040, except 64R8792; Part of Block B, Plan 3040 as in NY33745 except 64R2301 & 64R8792; Part of Lots 21 & 22, Con. 1, WYS, as in NY37033, NY34626 & NY31547 between Talbot & Yonge St., except NY664243, 64R5523, TB951243, PI4988, M1185, PI5245 & NY553315; part 1ft reserve plan 2419; part Eldora Ave., (formerly Alexandra Ave.), Plan 2419 as in NY468692 closed by By-law NY459865; save & except Parts 1 to 14 on Plan 66R21335, s/t easement in NY226820 amended by NY541141A; s/t NY615454, TB144235, TB232573, NY306144, City of Toronto (formerly North York), being part of PIN 10141-0722, as shown shaded in orange on the sketch attached in Appendix "A" (the "Lands").		
Actions	1. Authority be granted to enter into the Licence Agreement 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 acceptable to the City Solicitor.		
Financial Impact	<p>The City will pay a sum of \$1,500.00 (plus HST) or \$1,526.40 (net of HST recoveries) for the one-month term and \$10,000 for a security bond, made payable to Hydro One Networks Inc. Provided that the Lands are restored by the City to the satisfaction of the Licensor, the security bond will be returned to the City within one (1) month of the expiry of the term of the Licence Agreement.</p> <p>Funding is available in the 2024 – 2033 Approved Capital Budget and Plan for Transportation Services under Capital Account CTP822-01-03.</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>		
Comments	<p>Hydro One Networks Inc. operates a transmission system on the Lands. As part of the Beecroft Road Extension Project, access to the Lands is required to allow the City to cross the Lands with construction vehicles and equipment to perform day lighting work associated with underground gas lines.</p> <p>The proposed licence fee and other terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market value.</p>		
Terms	See Appendix "B".		
Property Details	Ward:	18 – Willowdale	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	2670 m ² ± (28749 ft ² ±)	
	Other Information:	Irregular shaped	

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 checked="" 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 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:	Lily Cheng	Councillor:	
Contact Name:	Saham Abdi	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:	Financial Planning
Contact Name:	Clara Romero	Contact Name:	Ciro Tarantino
Comments:	Concurrence	Comments:	Concurrence

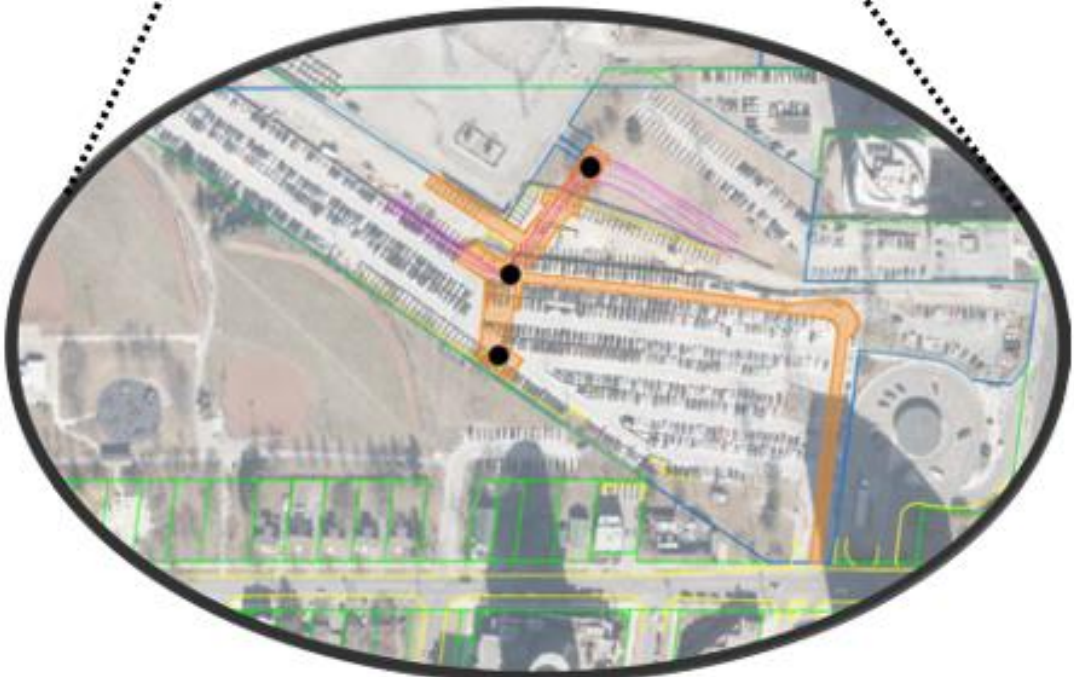
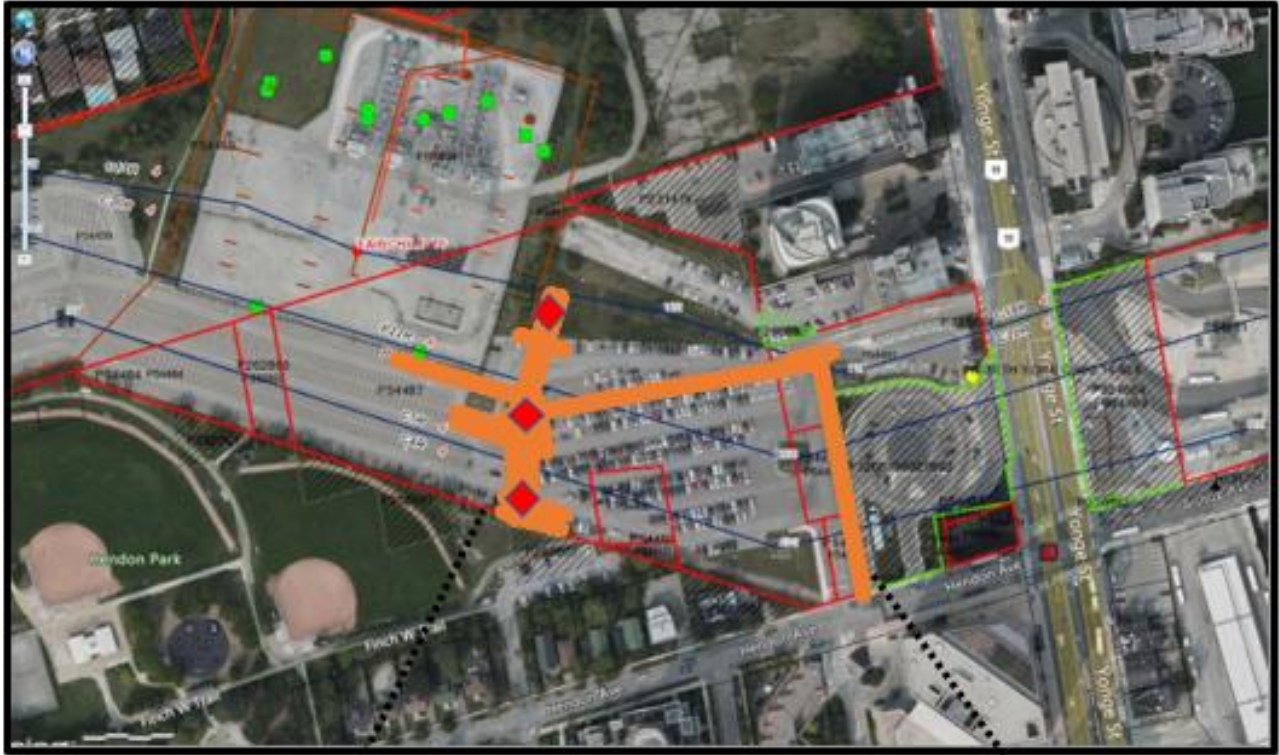
Legal Services Division Contact

Contact Name: Frank Weng

DAF Tracking No.: 2024-048		Date	Signature
Concurred with by:	Manager, Real Estate Services Niall Robertson	June 12, 2024	Signed by Niall Robertson
<input type="checkbox"/> Recommended by:	Manager, Real Estate Services Vinette Prescott-Brown	June 12, 2024	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:			
<input type="checkbox"/> Approved by:	Director, Real Estate Services Alison Folosea		X

APPENDIX "A" Location Map and Licensed Area Sketch

-  License Area (Orange), approximately 0.66 acres.
-  Location of test pits (RED diamonds) are approximate, and provided in greater detail per City of Toronto's submitted sketch seen below.
-  Lands Owned by His Majesty, the King in Right of Ontario



Appendix “B”

Major Terms and Conditions

Licensor:	His Majesty the King in the right of Ontario as represented by The Minister of Infrastructure
Term:	One (1) month
Starting Date	August 1, 2024
Completion Date	August 31, 2024
Licence Fee:	\$1,500.00 (plus HST)
Security Bond:	A security bond of \$10,000, made payable to Hydro One Networks Inc., as security for the City's obligations under the Agreement. If the Lands are not restored by the Completion Date, the security bond will be forfeited to the Licensor.
Insurance:	City shall maintain commercial general liability insurance in the minimum amount of five million dollars. Such insurance shall: name the Licensor, Ontario Infrastructure and Lands Corporation, and Hydro One Networks Inc. as additional insureds; contain a cross liability clause; and specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor or Hydro One Networks Inc.
Indemnity and Release:	The City shall indemnify and hold the Licensor and Hydro One Networks Inc. harmless against any and all claims, including any breach on the part of the City of its environmental covenants, or any legal or administrative action or claim made against the Licensor and/or Hydro One Networks Inc. in respect of any introduction or release of any environmental contaminants on the Lands on the part of the City. The City shall also release and forever discharge the Licensor and Hydro One Networks Inc. from all damages, losses, claims and demands arising in connection with the City's work associated with the underground gas lines, including all claims for damages, indemnification, reimbursement or compensation, interruption or suspension of business or interference or inconvenience however caused, or physical damage to the Lands.