



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

TRACKING NO.: 2025-014

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:	January 10, 2025	Phone No.:	647-458-1934
Purpose	To obtain authority to enter into a licence agreement with Enbridge Gas Inc. (the "Licensee") with respect to a portion of a utility corridor on the same substructure as the Lake Shore Boulevard East vehicular bridge over the Don River for the purpose of operating and maintaining a gas main and ancillary infrastructure (the "Licence Agreement").		
Property	A stratified portion of the property legally described as Part of 150 foot road, Plan 159-E, City of Toronto, being part of PINs 21077-0165 and 21077-0166, shown as Parts 1 and 2 in the draft reference plan excerpt (the "Plan") in Appendix "B" (the "Licensed Area").		
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, 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>A one-time licence fee of \$105,000 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 cost centre FA1379.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>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 gas main owned by Enbridge. WT is constructing a new utility corridor over the Don River as part of LSBE, and Enbridge will install a new gas main within this utility corridor through City-owned lands as shown in the Plan in Appendix "B". The utility corridor is supported on the same piers and foundations as the new Lake Shore Boulevard East vehicular bridge. The utility corridor is expected to include a City watermain, a Toronto Hydro duct bank and a Road Emergency Services Communication Unit fibre optic cable.</p> <p>Enbridge requires a licence from the City to operate and maintain the gas main over the Property following completion and handover of the widened bridge by WT, which is currently targeted for late 2025.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p> <p>Since this land is located in the Designated Waterfront Area, as defined in the Toronto Waterfront Revitalization Corporation Act, 2002, the approval of the Director, Waterfront Secretariat has been obtained.</p>		
Terms	Key terms and conditions are outlined in Appendix "A"		
Property Details	Ward:	14 – Toronto-Danforth	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:		
	Other Information:		

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 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 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>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:	Paula Fletcher					Councillor:					
Contact Name:	Catherine LeBlanc-Miller					Contact Name:					
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Contacted by:	Phone		E-mail	
Comments:	No concerns					Comments:					

Consultation with Divisions and/or Agencies

Division:	Transportation Services					Division:	Financial Planning				
Contact Name:	Mark Berkovitz					Contact Name:	Ciro Tarantino				
Comments:	No concerns					Comments:	Comments incorporated				

Legal Services Division Contact

Contact Name: Charlene Farrugia

DAF Tracking No.: 2025-014	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	Jan. 13, 2025	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan 20, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Term:	75 years, commencing on the date the Licensee notifies the City that it intends to commence work
Permitted Use:	The surveying, laying, constructing and installing of a gas main and the operation, use, inspection, maintenance, repair and replacement of a gas main and ancillary infrastructure
Licensed Area:	87.8 square metres, shown as Parts 1 and 2 in the attached Plan in Appendix "B"
Licence Fee:	\$105,000 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:	Since any exercise of the Licence will involve activities in the adjacent segments of Lake Shore Blvd E, prior to accessing the Licensed Area, Enbridge must obtain a municipal cut permit as described in Section 743-6 of the Toronto Municipal Code and in accordance with the City's Municipal Consent Requirements ("MCRs"). Prior to accessing the Licensed Area, Enbridge must also obtain the written approval of the Director, Real Estate Services. The conditions and requirements of the Municipal Code, the MCRs and the cut permit will be adopted in reference to the Licensed Area, except where they conflict with the terms of the Licence.
Maintenance:	The City will be responsible for maintaining the bridge substructure in a safe condition and a good state of repair and Enbridge will cooperate with all City maintenance and repair requirements. Enbridge will be responsible for maintaining the permitted works in a safe condition and good state of repair.
Early Termination:	During the first 40 years of the Term, the City will have the right to terminate the Licence, in the event that the bridge substructure is damaged to the extent that it can no longer be safely used. For the remainder of the Term and during any extension period, the City will have the right to terminate the Licence if the bridge substructure must be completely rehabilitated or replaced or new infrastructure or rehabilitation or improvements to existing infrastructure is incompatible with the bridge substructure or the gas main. The City must give 5 years' advance notice to terminate, unless it is necessary for Enbridge to relocate its works sooner to maintain the structural integrity or safety of the bridge. If the City exercises its termination rights, it must pay to Enbridge any amounts that would be payable under the <i>Public Service Works in Highways Act</i> if the Licensed Area were part of a public highway.
Indemnity:	Enbridge to indemnify and save harmless the City from all claims and losses arising from or as a result of the exercise of the rights granted to Enbridge through the Licence, except to the extent that claims and losses are contributed to by the negligence or breach of the Licence by the City, or the bridge not being constructed in accordance with approved drawings.
Restoration & Decommissioning:	Following initial installation of the gas main, Enbridge must remove all equipment and excess materials and restore the Licensed Area at its cost and to the satisfaction of the City, to a condition as close as reasonably possible to its condition at the commencement of the Term. At the end of the Term, Enbridge must 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 Enbridge into the Licensed Area.
Environmental:	Enbridge will not be liable for the pre-existing environmental condition of City-owned lands below the Licensed Area.
Insurance:	Commercial General Liability of \$20,000,000 per occurrence; Commercial Auto Liability with a combined single limit of \$5,000,000. Enbridge may self-insure.

