

Phone: (519)255-6211

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

CAO APPROVAL

The (Acting) Chief Administrative Officer approved the following recommendation:

Report Number: CAO 227/2022

Approved: September 21, 2022

- I. That **APPROVAL BE GIVEN** pursuant to Delegation of Authority Bylaw 208-2008, Section 1.30 (b) "City as Grantor" Licenses, Easements (permanent and temporary) and Consents to Enter (Appendix A), to the granting of the following Consent to Enter:
 - a) That the Consent to Enter is provided to Hydro One Networks Inc. ("**HONI**") and its employees, contractors, agents, and assigns to enter upon the City lands located at the southwest corner of Banwell Road and EC Row Avenue East, legally described as Part Lot 139 (Mcniff) Concession 3 Sandwich East Formerly Lot 138 (Iradell) Concession 3 designated as Parts 12, 13, 14, 17 and 18 on 12R-24604 (the "**Lands**") and shown on the aerial image attached as Appendix C.
 - b) HONI and/or its contractors, subcontractors, agents, employees and assigns will enter the Lands for the purpose of performing real estate, environmental and engineering studies and testing including but not limited to borehole testing, archaeological studies, soil assessments, property appraisals and surveys (the "**Works**").

Said access includes permission to bring all devices, machinery, vehicles and equipment necessary for the carrying out of the Works;
 - c) The term of this agreement shall commence on the day the agreement is signed by all parties and terminate six (6) months from the Effective Date of this agreement (the "**Term**"). The term may be extended by an additional three (3) months if requested by HONI subject to approval by the City Solicitor or designate;
 - d) Access to the Lands will be from Twin Oaks Drive;

Phone: (519)255-6211

**CITY HALL
WINDSOR, ONTARIO
N9A 6S1**

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

- e) HONI acknowledges that their use of the Lands is not exclusive and that the Lands may be subject to access rights and leasehold interests of other parties and as such may be required to reschedule work depending on ongoing uses by third parties;
- f) HONI shall repair any physical damage to the Lands resulting from HONI's use of the Lands;
- g) The times and dates of HONI's access to the Lands will be determined by the City Engineer or delegate in coordination with NextStar Energy Inc.;
- h) HONI will comply with all statutes, laws, by-laws, regulations, ordinances and requirements of governmental and other public authorities having jurisdiction over or in respect of the Lands, or any portion thereof, and all amendments thereto at any time and from time to time, including but not limited to the *Workplace Safety and Insurance Act* and the most up to date regulations in place under the *Emergency Management and Civil Protection Act*.
- i) HONI will comply with the most up to date regulations in place under the *Emergency Management and Civil Protection Act* and the *Reopening Ontario (A Flexible Approach Response to COVID-19) Act*, as they may be amended from time to time, regardless of the frequency of such amendments. HONI will also comply with any guidelines and best practices issued by the Province of Ontario and any other governing body in relation to limiting the spread of COVID-19;
- j) HONI agree that during the Term they will make no claim, action, suit or demand of any kind whatsoever with regard to any potential hazardous substances located on the Lands. HONI also agree that any tanks, totes or drums brought onto the Lands for the storage of hazardous substances or petroleum products shall be installed and operated in strict compliance with Applicable Laws;
- k) HONI will be required to provide the City with indemnification and require proof of insurance with the following minimal coverage, satisfactory to the City:
 - Commercial General Liability coverage that includes coverage for boring, drilling, pile driving, and caisson work, and will include the City as an additional insured, with a cross-liability/separation of insureds clause, and a 30- day notice of cancellation provision, and in the amount of \$5 million per occurrence, to be primary and non-contributing, with proof of same to be satisfactory in form and content to the City.



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
N9A 6S1

Fax: (519)255-6868

E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

- Each vehicle owned or leased used directly or indirectly in the performance of the Work must be insured with an Automobile Policy in accordance with the laws of the Province of Ontario.

Or as such requirements that may be amended, restated and/or supplemented by the City's Risk and Insurance Department from time to time; and,

- II. That the Chief Administrative Officer and the City Clerk **BE AUTHORIZED** to sign an agreement that grants HONI access to the Lands, approved as to form and content by the City Solicitor or designate.

Report Number: CAO 227/2022

Clerk's File: APM/14289

Anna Ciacelli

Deputy City Clerk/Supervisor of Council Services
September 22, 2022

Department Distribution

Coordinator of Real Estate Services
Manager of Real Estate Services
Commissioner, Legal & Legislative Services
Commissioner, Economic Development & Innovation
(Acting) Chief Administrative Officer

External Distribution