

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

TRACKING NO.: 2020-190

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

Prepared By:	Mike Saffran	Division:	Corporate Real Estate Management
Date Prepared:	August 5, 2020	Phone No.:	(416) 392-7205

Purpose	To obtain authority for the City of Toronto (the "City") to enter into a nominal licence agreement with Enwave Energy Corporation (the "Licensee") for access to the City's property on the Toronto Islands known as Hanlan's Point and the Toronto Island Filtration Plant, at locations shown on the drawings attached as Schedule "A" ("Licensed Area A - Utilities"), for the purposes of carrying out investigations to locate underground utility infrastructure and Schedule "B" ("Licensed Area B – Intake"), for the purposes of carrying out a CCTV inspection of the City-owned pipeline, collectively (the "Licenced Areas").																
Property	City-owned lands at the Toronto Islands, Hanlan's Point and the Toronto Island Filtration Plant. The area covered by the Licenced Areas is shown on Schedule "A" and Schedule "B" attached.																
Actions	1. Authority be granted to enter into the Agreement with the Licensee for the Licensed Areas, substantially on the terms and conditions set out below and on any other or amended terms and conditions as may be determined by the Director, Transaction Services and in a form acceptable to the City Solicitor.																
Financial Impact	<p>There is no financial impact resulting from this approval. This is a nominal sum licence agreement. An administrative fee of \$644.89 (plus HST) was paid by the Licensee to the City as required by the Municipal Code.</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>																
Comments	Council adopted Item IE10.9 on December 17, 2019, authorizing the General Manager, Toronto Water to finalize negotiations with Enwave to permit the expansion of the Deep Lake Water Cooling Systems. Enwave's expansion plan provides for a new raw water tunnel from the Toronto Island to the John Street Pumping Station. Enwave requires access to the Licenced Areas, in accordance with the accepted work plan submitted to the General Manager, Toronto Water, to (i) carry out investigations to locate underground utility infrastructure and (ii) carry out a CCTV inspection of the City-owned pipeline.																
Terms	<p>The Major Terms and Conditions are as follows:</p> <table border="1"> <tr> <td>Owner:</td> <td>City of Toronto</td> </tr> <tr> <td>Licensee:</td> <td>Enwave Energy Corporation</td> </tr> <tr> <td>Licensed Area:</td> <td>Areas on the Toronto Islands shown on Schedule "A" and Schedule "B"</td> </tr> <tr> <td>Licence Commencement Date:</td> <td>For period of three (3) consecutive weeks, commencing on at least 24 hours' notice provided by the Licensee to the General Manager, Toronto Water or his or her representative.</td> </tr> <tr> <td>Licence Expiry:</td> <td>September 18, 2020</td> </tr> <tr> <td>Permitted Use:</td> <td>Utility locates and CCTV inspection</td> </tr> <tr> <td>Indemnity & Insurance:</td> <td> <p>Enwave indemnifies and holds the City harmless from and against liability and damage to the property, personal injury or death incurred by the City arising out of or due to the activities of Enwave and its agents, including regulatory liability.</p> <p>Enwave must maintain Commercial General Liability Insurance of \$5 million dollars, Contractor's Pollution Liability of \$1 million dollars and Standard Automobile Insurance of \$2 million dollars.</p> </td> </tr> </table>			Owner:	City of Toronto	Licensee:	Enwave Energy Corporation	Licensed Area:	Areas on the Toronto Islands shown on Schedule "A" and Schedule "B"	Licence Commencement Date:	For period of three (3) consecutive weeks, commencing on at least 24 hours' notice provided by the Licensee to the General Manager, Toronto Water or his or her representative.	Licence Expiry:	September 18, 2020	Permitted Use:	Utility locates and CCTV inspection	Indemnity & Insurance:	<p>Enwave indemnifies and holds the City harmless from and against liability and damage to the property, personal injury or death incurred by the City arising out of or due to the activities of Enwave and its agents, including regulatory liability.</p> <p>Enwave must maintain Commercial General Liability Insurance of \$5 million dollars, Contractor's Pollution Liability of \$1 million dollars and Standard Automobile Insurance of \$2 million dollars.</p>
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Property Details	Ward:	10 – Fort York Spadina
	Assessment Roll No.:	N/A
	Approximate Size:	Various locations
	Approximate Area:	Various locations
	Other Information:	Portions of licenced areas are Parks and Open Space

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. <input checked="" 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.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million. <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.
10. Leases/Licences (City as Tenant/Licensee):	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000. <input type="checkbox"/> Where total compensation does not exceed \$50,000. Delegated to more senior positions.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million. <input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

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 (Manager, Transaction Services is only Manager 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			
<input type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Joe Cressy		Councillor:
Contact Name:	Tom Davidson		Contact Name:
Contacted by:	Phone	<input checked="" type="checkbox"/> E-Mail	Memo
Comments:	No objections – August 4, 2020		Comments:
Consultation with Divisions and/or Agencies			
Division:	Toronto Water		Division:
Contact Name:	Niall Robertson		Contact Name:
Comments:	Concurs with submission of DAF – August 5, 2020		Comments:
Division:	Financial Planning		Contact Name:
Contact Name:	Patricia Libardo		Comments:
Comments:	Concurs with FIS – August 5, 2020		
Legal Services Division Contact			
Contact Name:	Vanessa Bacher – August 4, 2020		

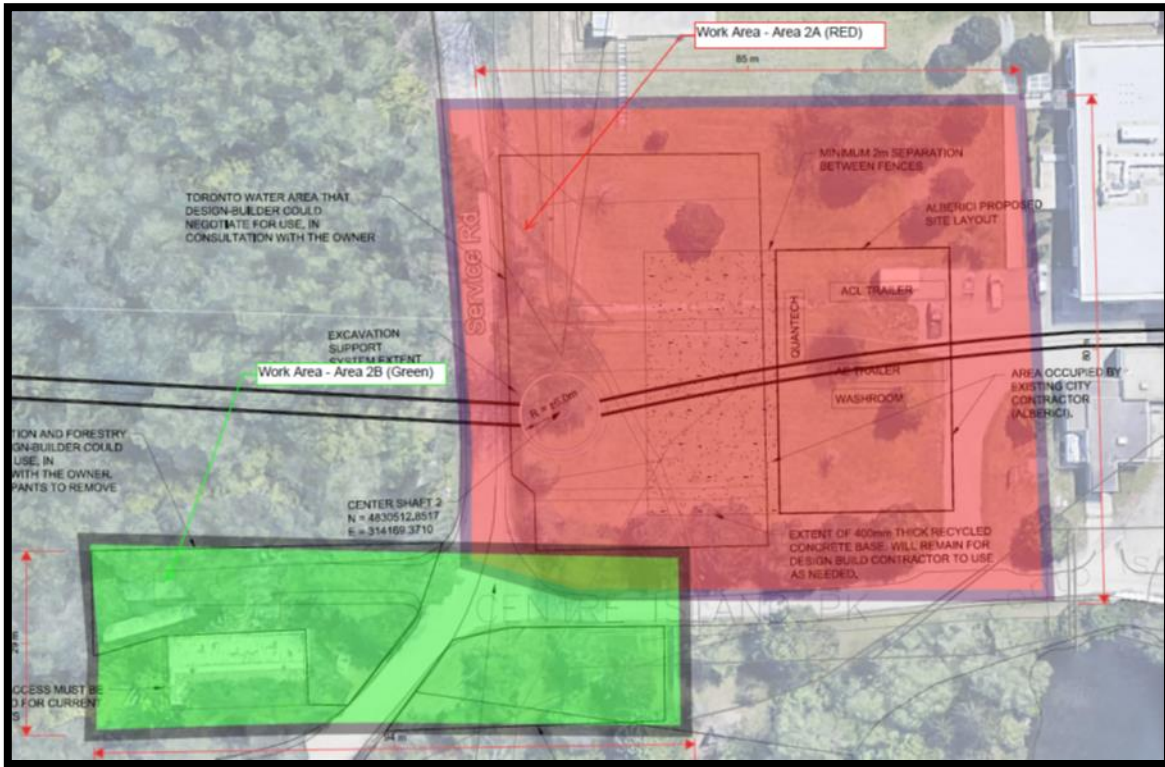
DAF Tracking No.: 2020-190	Date	Signature
Concurred with by: Acting Manager, Transaction Services, Melanie Hale-Carter	Aug. 7, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Recommended by: Acting Manager, Transaction Services, Daran Somas	Aug. 7, 2020	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Transaction Services Alison Folosea		X

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget, or funding being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc., but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose, except for property acquisitions of 50M² or less for transit shelter purposes.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director of City Planning, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then Approving Authority is transferred upwards to the next more senior level of Approving Authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, including ancillary agreements, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Schedule "A" – Licensed Area A – Locate Work

Working Areas 2A, 2B and 3 for Telecon Project Work Plan R184176 Enwave CW



Schedule "B" - Licensed Area B – Intake Inspection Work

