

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2021-001

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:	January 15, 2021	Phone No.:	(416) 392-7205

Purpose	To obtain authority to grant a permanent sub-surface easement through portions of Metro Hall, 55 John Street, P2 level of the parking garage to Enwave Energy Corporation ("Enwave") for the purpose of construction and installation of a hot water pipe.
Property	Parts of the Metro Hall, P2 level parking level and areas required for access, as described in the easement agreement, (the "Property"). Location of the Property is shown on Appendix "A".
Actions	1. Authority be given to grant a permanent sub-surface easement over the Property to Enwave substantially on terms and conditions outlined herein and on such further and other terms as may be acceptable to the Executive Director, Corporate Real Estate Management and in a form satisfactory to the City Solicitor.
Financial Impact	Revenue in the amount of \$1,626,700.00 exclusive of HST is anticipated from the granting of the permanent sub-surface easement and will be directed to Land Acquisition Reserve Fund (XR1010). The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	In accordance with the City's Real Estate Disposal By-law, No. 814-2007, the Property was declared surplus by the DCM, CS on November 23, 2020 (DAF No. 2020-273) with the intended manner of disposal to be by way of granting a permanent sub-surface easement to Enwave at fair market value. Enwave also requires access to the easement area for construction and for maintenance through other areas of the parking garage. All access and construction areas, and terms and procedures for allowing Enwave access to the parking garage were reviewed and agreed to by Corporate Real Estate Management and are considered reasonable. The attached major terms and conditions are considered fair and reasonable and the payment by Enwave is considered reflective of market value.
Terms	(see page 4 for Major Terms and Conditions)

Property Details	Ward:	10 – Spadina-Fort York
	Assessment Roll No.:	A portion of 1904 062 250 000 50
	Approximate Size:	Irregular shaped
	Approximate Area:	249.2 m ² (2682.4 ft ²)
	Other Information:	Portion of Metro Hall P2 level parking garage

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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:	Joe Cressy	Councillor:	
Contact Name:	Brent Gilliard	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No objections – January 13, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	CREM – Facilities Management /CREM – PMO	Division:	Financial Planning
Contact Name:	Frank Foti / Dennis Chow	Contact Name:	Patricia Libardo
Comments:	Concurs with submission of DAF – January 15, 2021	Comments:	Concurs with FIS – January 14, 2021

Legal Services Division Contact

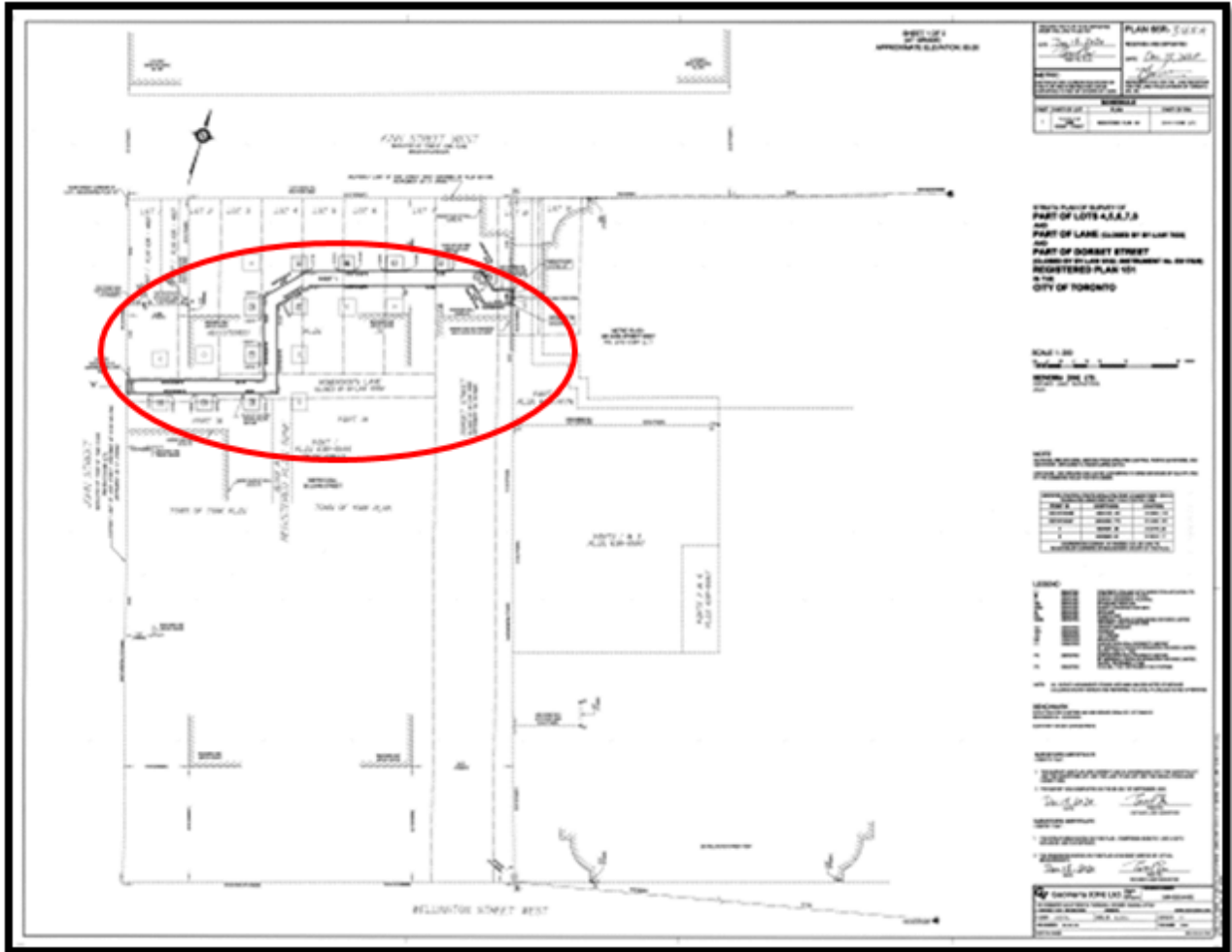
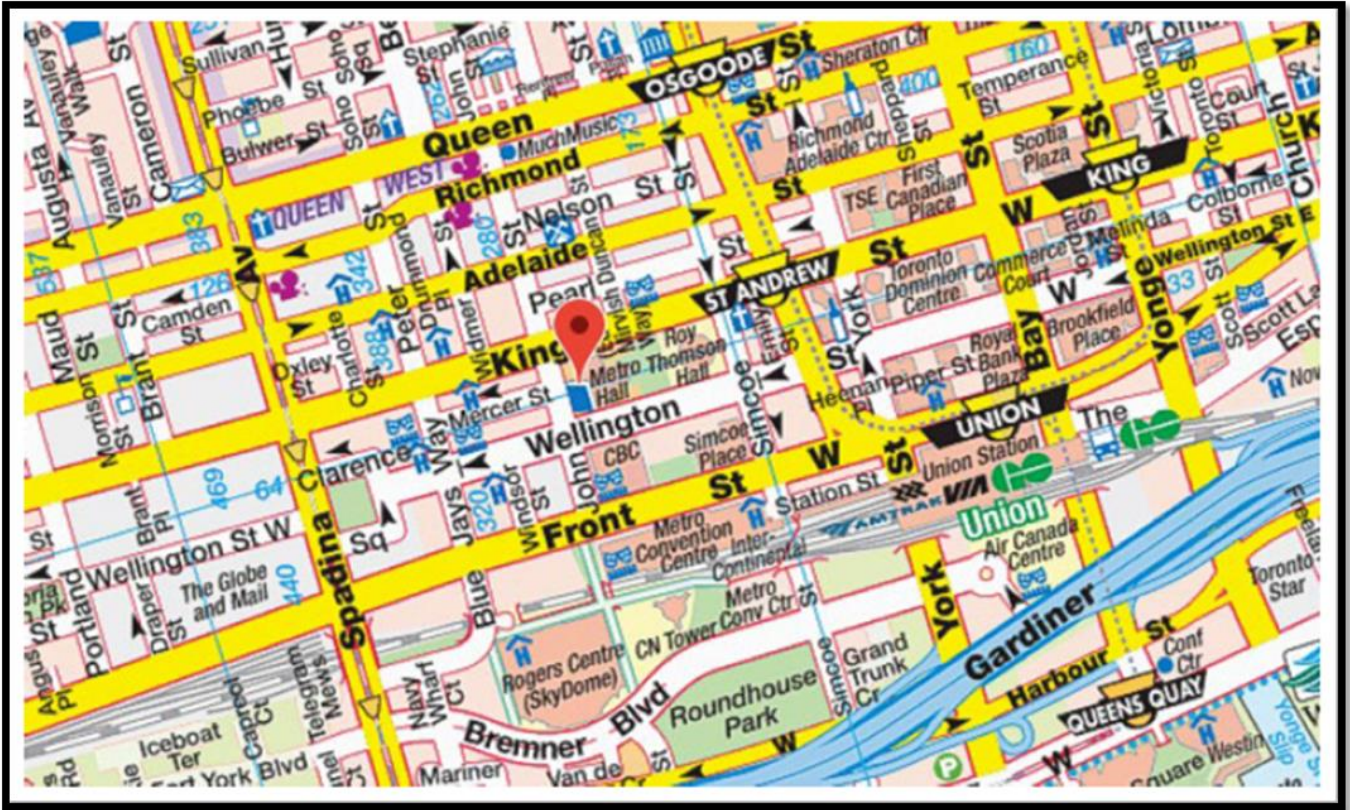
Contact Name: Vanessa Bacher – December 30, 2020

DAF Tracking No.: 2021-001	Date	Signature
Recommended by: Acting Manager, Transaction Services, Daran Somas	Jan. 19, 2021	Signed by Daran Somas
Recommended by: Director, Transaction Services, Alison Folosea	Jan. 21, 2021	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management	Jan. 21, 2021	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Approved by: Patrick Matozzo		
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli		X

DAF 2021-001 Major Terms and Conditions (continued from page 1)

- (1) Term – Perpetuity.
- (2) A non-exclusive permanent easement through Part 1 on 66R 31654 for (i) maintaining Enwave's Works (as defined in the agreement); (ii) supplying hot water; and (iii) for examining, testing, inspecting, repairing, operating, using and maintaining the Works, and replacing, reconstructing, altering or removing the Works.
- (3) A periodic reoccurring temporary and non-exclusive licence over such parts of the Metro Hall parking garage as are reasonably required for access to the Works.
- (4) A non-exclusive temporary licence over the areas identified on Schedules D1 and D2 attached on page 6 and 7, for construction of the Works, including a right of access with all necessary personnel, vehicles, equipment, machinery and all other materials and things necessary for or ancillary to the installation of the Works, but not including a right to store materials after working hours, for a period of not more than twenty (20) weeks, during the working hours of 7 pm to 7 am, Monday to Friday, commencing on ten (10) days' notice, provided that the term shall expire no later than December 31, 2025.
- (5) A payment by Enwave to the City as compensation for entering into the Easement Agreement the amount of \$1,626,700.00 exclusive of any applicable HST ("Easement Price"). The Easement Price shall be payable as follows: (i) \$85,000.00 payable ten business days before the Easement Registration Date; (ii) \$86,700.00 on January 30, 2022; and (iii) \$1,455,000.00 on January 30, 2023 by way of electronic fund transfer, in accordance with applicable City procedures.
- (6) Enwave shall be responsible for all costs including HST and LTT.
- (7) On completion of the Initial Construction and any Major Project, Enwave shall provide to the City: (i) a certificate from Enwave's arm's length engineer confirming that the Works were completed materially in accordance with the Approved Plans; and (ii) as-built plans showing the location of the Works.
- (8) Enwave shall have the right to, at its sole cost and expense, re-route, alter, modify, remove or adjust the Works minimize relocation costs and disruption (collectively, the "Modified Works") at least three (3) months prior written notice of the proposed Modified Works, the City grants comparable easements, licenses and other rights for the Modified Works in lieu of the easements, licenses and other rights granted hereunder.
- (9) Enwave shall at all times, at its expense, keep and maintain the Property in a safe condition and good state of repair and shall from time to time, at its expense, repair any damage, erosion or deterioration of the Property caused by the existence, inspection, maintenance, repair, alteration or reconstruction of the Works; such repair to be completed to the satisfaction of the Executive Director, Corporate Real Estate Management, or his successor, acting reasonably.
- (10) In the event Enwave wishes to abandon the Easement and the rights granted hereunder with respect to any part of the Property and any part of the Works, Enwave shall so notify the City ("Notice of Abandonment"), and Enwave shall remove such Works. All costs and expenses associated with the removal of the works shall be borne solely by Enwave.
- (11) Enwave shall at all times indemnify and save harmless the City of Toronto and its elected officials, directors, officers, employees, agents, representatives, successors and assigns and those for whom at law each of them is responsible from and against and all claims, demands, damages, losses, costs (including the costs of their respective solicitors of defending any such claims), charges, proceeds and actions.

Appendix "A" – Location Map and Reference Plan 66R-31654



Schedule D1 and D2 – Initial Construction Licensed Areas

Licensed Area of Metro Hall P2, parking level, outlined in red below

