

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

TRACKING NO.: 2021-267

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

Prepared By:	Rutvik Pandya	Division:	Corporate Real Estate Management
Date Prepared:	September 27, 2021	Phone No.:	(416) 338-5812

Purpose	For the City (as landlord) to execute a Consent Agreement with John Street Roundhouse Development Corp. (the "Tenant"), Tenen Developing and Producing Limited and Zagjo Holdings Ltd. (Toronto) Corporation (collectively the "Indemnifiers") with Steam Whistle Brewing Inc. (the "Subtenant") pursuant to Section 3.2(d) of the Lease the Tenant, with respect to the property municipally known as the Roundhouse and Roundhouse Park at 255 Bremner Blvd, Toronto, for the purpose of digging a trench to accommodate a gas line extension for the Subtenant.
Property	255 Bremner Blvd, known as Roundhouse Park (Appendix "A").
Actions	<ol style="list-style-type: none"> Authority for the City (as landlord) to execute a Consent Agreement with the Tenant, the Indemnifiers and the Subtenant, substantially on the major terms and conditions in Appendix "B", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	There is no financial impact to the City. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section
Comments	<p>Steam Whistle Brewing Inc. installed a propane gas tank at the rear of their facility within Roundhouse park in contravention of their lease and sublease obligations. They were directed by the City to remedy this default by removing the said propane gas tank. As part of curing the default, a proposal of to extend the existing gas line was put forth. After extensive discussion, a consensus was reached amongst the stakeholders (the Tenant, Steam Whistle as subtenant, EDC & CREM) to extend the proposed gas line service from its current service location, to the east side of Gridline 13, as detailed in Appendix "B".</p> <p>The gas line extension will be located underground in a trench with a maximum depth of approximately 18" and a minimum of 1' from the building foundation. The proposed installation is not expected to negatively affect any of the Metropolitan Toronto Convention Centre's infrastructure.</p> <p>Steam Whistle became the City's subtenant, when its lease with the City dated December 1, 1999, as amended by an agreement dated November 1, 2006 was assigned to the Tenant effective July 8, 2009. Steam Whistle also entered into a lease dated April 1, 2010 with the City (as landlord), for part of the ground floor and 2nd floor of the former Public Washroom space at the Roundhouse (the "Public WR Lease"), which was and extended by agreement dated March 20, 2017, which expired April 30, 2020. Steam Whistle is currently on over hold, and rent payments are up to date.</p>
Terms	See Appendix "B".

Property Details	Ward:	Spadina – Fort York
	Assessment Roll No.:	Part of 1904 062 069 0000
	Approximate Size:	
	Approximate Area:	
	Other Information:	

	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/Licensors):</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 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 checked="" 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>

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:	Bushra Mir	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:	Concurred Aug 30, 2021	Comments:	

Consultation with Divisions and/or Agencies

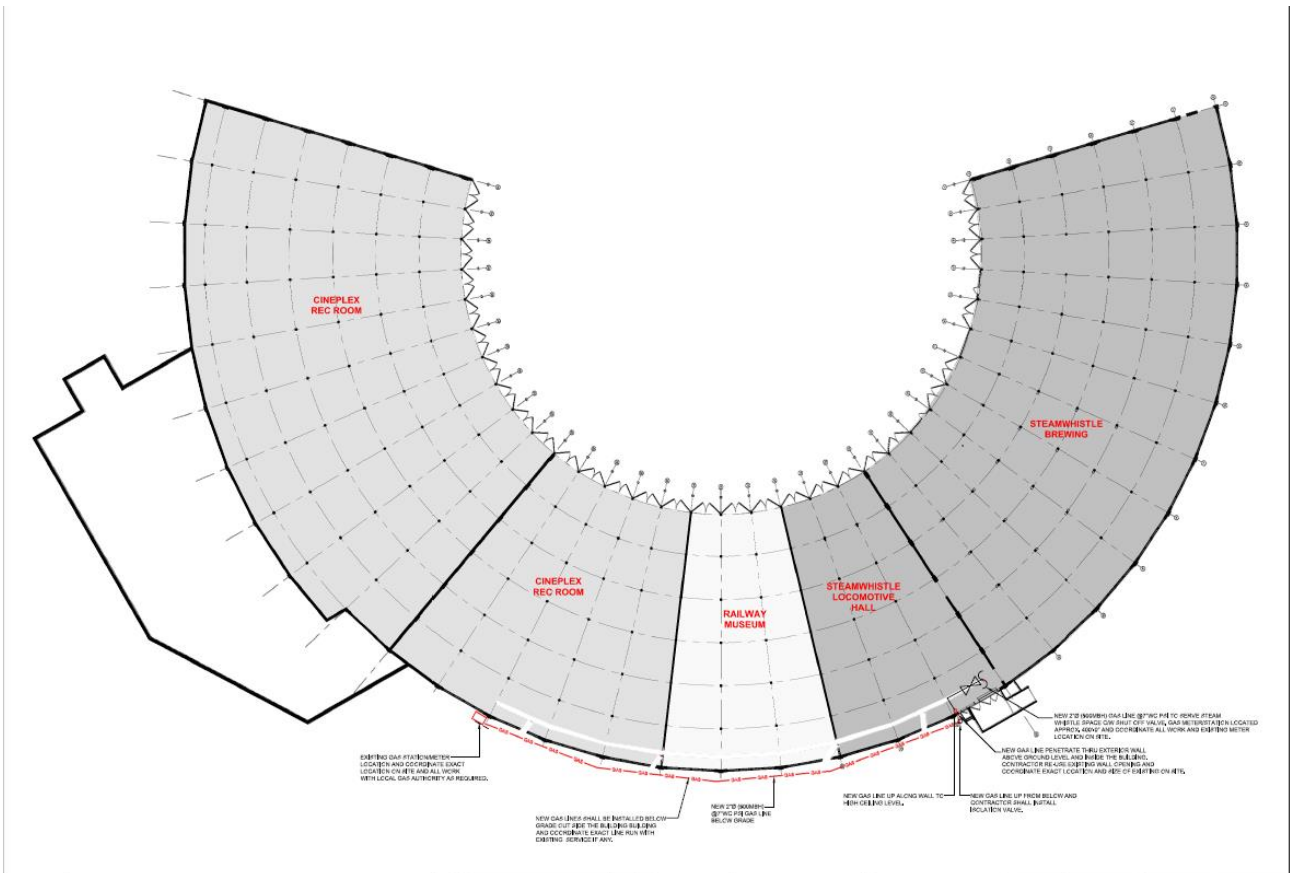
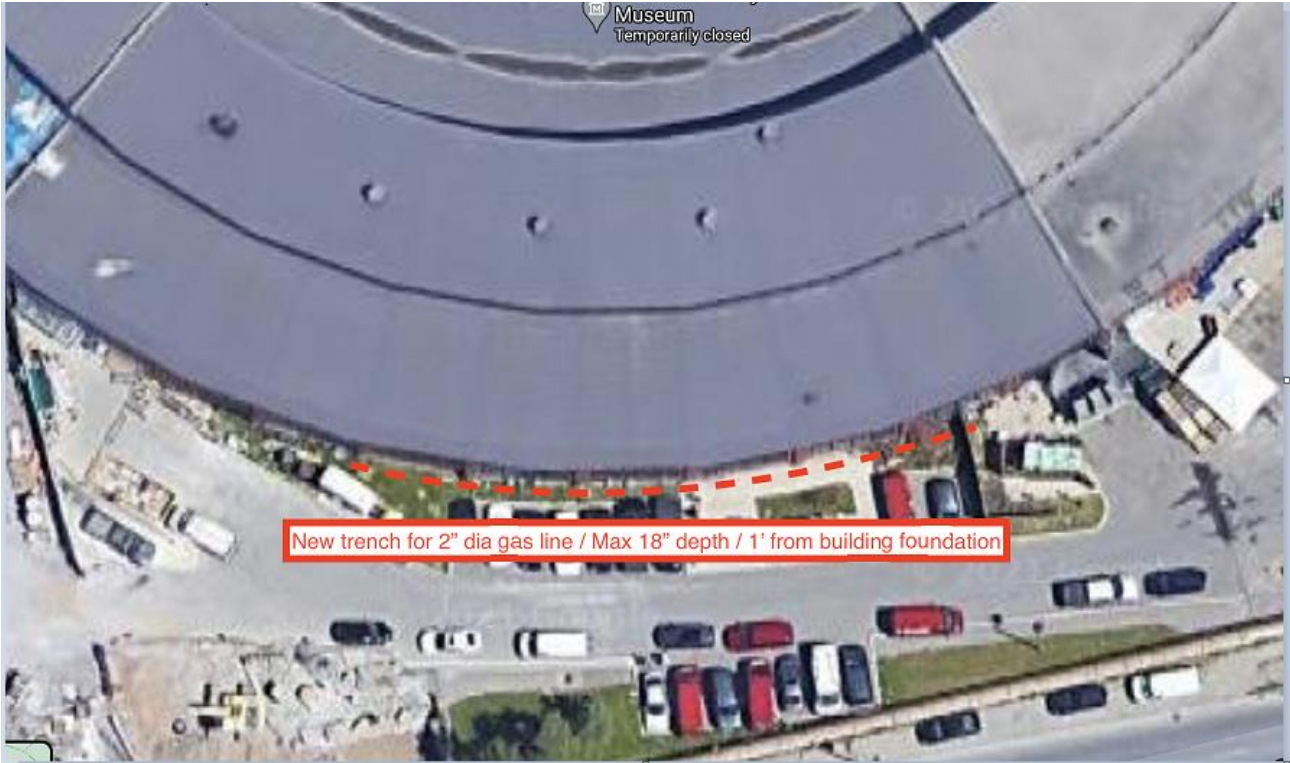
Division:		Division:	Financial Planning
Contact Name:		Contact Name:	Patricia Libardo
Comments:		Comments:	Concurred Aug 26, 2021

Legal Services Division Contact

Contact Name:	Soo Kim Lee – Concurred Sept 23, 2021
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DAF Tracking No.: 2021-267	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas <input type="checkbox"/> Approved by:	Sept. 27, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by: Graham Leah Director, Real Estate Services	Sept. 27, 2021	Signed by Graham Leah

Appendix "A"
Property



	PROJECT NAME: STEAM WHISTLE 255 Bremner Blvd, Toronto, On. M5V 3M9	NO. 01 ISSUED FOR COORDINATION	BY: AB DATE: 05-21-20		SCALE: 1/8" = 1'-0"	PROJECT NO.: 2019-01 DATE: 05-21-2020 DRAWN BY: JSP CHECKED BY: AB	DWG. NO.: M1.01
	PROJECT NO.: GAS PIPE SCHEMATIC PLAN	NO. 02 REVISED AS PER I.L. COMMENTS	BY: AB DATE: 05-26-20		NO. 03 UPDATED PER SITE CONSTRUCTION		

Appendix "B"
Major Terms and Conditions

1. The objective of the extension of the gas line is to provide gas service to Steam Whistle. Upon completion, Steam Whistle will immediately remove the existing propane tank located at the rear of the Steam Whistle premises.
2. Section 3.2 of the head lease made as of May 1, 2007, as amended by agreements made as of May 1, 2007 and February 1, 2017 between the City (as landlord), John Street Roundhouse Development Corp. ("Tenant") and Tenen Developing and Producing Limited and Zagjo Holdings Ltd. (Toronto) Corporation ("Indemnifiers") provides that the Tenant has non-exclusive rights over such areas of the adjoining Park Lands (as defined in the Head Lease) as are reasonably necessary for purposes of installation, operation, inspecting, replacing, repairing and maintaining services, and for temporary working easements to gain access to such services, for purposes as are standard for commercial developments such as the leased Premises, with the area of such working easements to be approved by the landlord.
3. The Subtenant has worked directly with Enbridge, to add a new meter to the current equipment rack at the exact location as the current high-pressure gas meter. The Subtenant shall undertake the new gas line work, as detailed in the letter from Metropolitan Design Ltd. dated May 17, 2021 (as amended by Section 4 of the Consent Agreement), a copy of which is attached to the Consent Agreement as Schedule "A", and in the engineering drawings and Mechanical Specifications prepared by Spline Mechanical & Electrical Engineers dated June 23, 2020, a copy of which is attached to the Consent Agreement as Schedule "B" (the "Subtenant Work").
4. The gas line extension will be located underground in a trench. The trench shall extend from the current location service location, to the east side of the demising wall at Gridline 13; from this point the gas line will penetrate at the existing penetration currently used by the propane line from the point of entry, and will be configured to service the Steam Whistle premises as required.
5. The Subtenant shall have temporary non-exclusive access to the area indicated on Appendix "A", commencing **October 1, 2021** and expiring on October 31, 2021 for the purpose of completing the Subtenant Work.
6. The Subtenant at its own expense, shall take out and keep in full force and effect commercial general liability insurance including, personal injury, employer's/and contingent employer's liability, blanket contractual liability, provisions for cross liability and severability of interests, non-owned automobile liability, sudden & accidental pollution liability, and if applicable to the operations, coverage for shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunnelling and grading, with limits of not less than Ten Million Dollars (\$10,000,000.00), per occurrence. Prior to commencement of the Subtenant Work, the Subtenant shall deliver copies of insurance certificates to the Head Landlord and to the Tenant, with the Head Landlord, the Tenant and the Indemnifiers added as additional insureds.
7. For greater certainty, execution of the consent by the City is without prejudice and does not affect any of the City's rights to require the prompt and strict observance and performance by the Subtenant of all of their covenants and obligations under the Sublease and the Public WR Lease.