

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2016-159

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Simona Rasanu	Division:	Real Estate Services
Date Prepared:	August 24, 2016	Phone No.:	416-397-7682

Purpose	To obtain authority to enter into a Crane Swing Licence Agreement with Bathurst & Front Developments Ltd. (the "Licensee") to allow for a construction crane to swing over a portion of the City-owned properties known as 28 and 34 Bathurst Street to facilitate construction of the Minto Westside mixed-use development at the property municipally known as 578 Front Street West (the "Project").
Property	Above-ground portion of 28 Bathurst Street and 34 Bathurst Street having an area of approximately 2,077 square feet (the "Licensed Area"), as shown on Appendix "B".
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Crane Swing Licence Agreement (the "Agreement") with the Licensee for the Licensed Area, substantially on the terms and conditions set out below with such revisions thereto and any other or amended terms and conditions as may be determined by the Chief Corporate Officer (the "CCO"), and in a form acceptable to the City Solicitor; 2. The CCO or her designate shall administer and manage the Licence, including the provision of any consents, approvals, amendments, waivers, notices and notice of termination provided that the CCO may, at any time, refer consideration of such matters (including their consent) to City Council for its determination and direction; and 3. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City will receive compensation from the Licensee of a one-time licence fee of \$30,707.95 plus HST, payable on the commencement date.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>The City is the owner of 28 and 34 Bathurst Street (the "City Lands"). The Licensee requested permission to swing a crane over a portion of the City Lands having an above ground area of approximately 2,077 square feet and identified here as the Licensed Area to facilitate the Project for a term of 2 years, 5 months and 1 week starting September 8, 2016, or a date acceptable to the parties. Crane swing operations will take place Monday to Friday from 7 am to 7 pm and Saturdays from 9 am to 5 pm. Crane swing operations will not take place on Sundays or Statutory Holidays.</p> <p>The portion of the City Lands subject to the Licensed Area is comprised of two types of properties. 28 Bathurst Street is a currently vacant parcel of land whereas 34 Bathurst Street is improved with two buildings, including a 2 storey building occupied by the City Kids Early Learning & Child Care Centre managed by Children's Services. Children's Services has been consulted regarding the proposal and the Licensee has provided a memo confirming that its crane equipment will not be hoisting a live load over the City Lands, including the occupied daycare building, at any time during the term of the Agreement.</p> <p>Real Estate Services staff consider the proposed Agreement to be fair and reasonable to both parties.</p>
Terms	Please see page 4: Appendix "A"

Property Details	Ward:	19 – Trinity-Spadina
	Assessment Roll No.:	Part of 1904-06-2-160-02406
	Approximate Area (above-ground)	± 193 m ² (± 2,077 ft ²)

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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 \$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"/> 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 ABCDs.</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 six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s) – June 28, 2016															
Councillor:	Mike Layton					Councillor:									
Contact Name:	Heather Leger					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objections					Comments:									
Consultation with ABCDs															
Division:	Children's Services					Division:	Financial Planning								
Contact Name:	Nino Dodaro and Anne Longair					Contact Name:	Filisha Mohammed								
Comments:	Comments have been incorporated.					Comments:	Concurs with Financial Impact								
Legal Division Contact															
Contact Name:	Joanne Franco														
DAF Tracking No.: 2016-159			Date			Signature									
Recommended by:	Manager			Aug/24/2016			Sgd.\ Wayne Duong								
<input type="checkbox"/>	Recommended by: Director of Real Estate Services			Aug/26/2016			Sgd.\ Joe Casali								
<input checked="" type="checkbox"/>	Approved by: Joe Casali														
<input type="checkbox"/>	Approved by: Chief Corporate Officer														
	Josie Scioli														

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (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.
- (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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

APPENDIX "A": MAIN TERMS & CONDITIONS

Licensor: City of Toronto (the "City")

Licensee: Bathurst & Front Developments Ltd.

Properties: 28 Bathurst Street and 34 Bathurst Street (the "City Lands")

Licensed Area (above-ground): approximately 2,077 square feet

Term: Two (2) years, five (5) months and one (1) week starting September 8, 2016, or a date acceptable to the parties. Crane swing operations will take place during the following times:

Monday to Friday from 7 am to 7 pm; and
Saturdays from 9 am to 5 pm.

There will be no crane swing operations on Sundays or Statutory Holidays.

Licence Fee: One-time fee of \$30,707.95 plus HST payable on the commencement date.

Use: To permit the Licensee to swing a construction crane over the City Lands to facilitate construction of its Minto Westside mixed-use development. For greater certainty, the crane will not be carrying loads, objects, equipment or materials over the City Lands. The Licensee must comply with all applicable municipal and provincial laws and regulations during the term of the Agreement.

Insurance: The Licensee will be required to provide Commercial General Liability in the amount of \$20 million per occurrence for bodily injury (including death) and property damage. The City will be added as an additional insured.

Early Termination: The City shall have the right to terminate the agreement at any time in the event of a default by the Licensee, provided such default has not been cured by the Licensee within seven (7) days of receipt of written notice by the City, or in the event of an emergency that endangers life and property.

Environmental Orders: The Licensee acknowledges that the City Lands are the subject of orders from the Ministry of Environment and Climate Change ("MOECC"), and related reports prepared by the City's consultants. The Licensee agrees to comply with any applicable provisions in these documents. Further, the Licensee agrees to comply with any MOECC orders that may be imposed on its use of the Licensed Area. Finally, the Licensee acknowledges that in the event MOECC orders the cessation of the licensed activity, the Agreement is terminated.

Indemnity:

i) The Licensee assumes sole risk and responsibility for personal injury or death of any person and damage to any property arising out of or in any way connected with, or that would not have occurred but for the use of the Licensed Area.

ii) The Licensee agrees to indemnify the City against any liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs whatsoever arising out of or in connection with the use and operation of the construction crane or resulting in any way from the exercise of the Agreement.

Indemnifier/Guarantor: Minto Communities Inc.

APPENDIX "B": LOCATION, SITE MAP AND SKETCH OF AERIAL ENCROACHMENT





Source: extract of sketch provided by Licensee