

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

TRACKING NO.: 2019-289

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Desirée Picchiello	Division:	Real Estate Services
Date Prepared:	October 4, 2019	Phone No.:	416-398-2998

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "Licensor") and The Buttcon Limited/The Atlas Corporation Joint Venture (the "Licensee"), to commence on October 1, 2019, to licence to the Licensee (the "Licence") 150 square meters of rentable area (the "Site") on the property known as Market Lane Park and municipally described as 149 King Street East (the "Property") for use as a construction trailer and staging area.
<b>Property</b>	Market Lane Park, 149 King St. East, Toronto, Ontario, M5C 1G6
<b>Actions</b>	It is recommended that:  1. Authority be granted to enter into the Agreement with the Licensee for access to the Site, on the terms and conditions outlined herein and in a form acceptable to the City Solicitor.
<b>Financial Impact</b>	Total revenue to the City is \$154,629.00 (plus HST) for the eighteen (18) month term of the Licence Agreement based on a fee of \$57.27 per square meter (plus HST) per month for 150 square meters. Should the option to renew for an additional six (6) months be exercised, additional revenues will total \$51,543.00 (plus HST) for a twenty-four (24) month total revenue of \$206,172.00 (plus HST). In the event that the St. Lawrence Market North construction project takes longer than the estimated 18-24 month period, the Agreement may be extended on a month-to-month basis with cost remaining unchanged at \$57.27 per square meter (plus HST) per month or \$8,590.50 (plus HST) per month until project completion.  The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	The St. Lawrence Market North is slated for reconstruction for a period of two years. At its meetings in July of 2013, City Council adopted a revised financing plan, and directed staff to proceed with the Design Development and Bid Document stages for the new St. Lawrence Market North Building. At its meeting on February 20, 2018 Government Management Committee granted authority to award Tender for the construction of the new St. Lawrence market North Building. Market Lane Park abuts this property and has been approved for the use of a construction staging area for the duration of this project as granted by Parks, Forestry and Recreation.  In order to facilitate the construction of this project, the Site has been deemed and approved as the staging area for the duration of the project. The Site was originally slated to occupy 454 square meters on the Property but was later reduced to a footprint of 150 square meters and includes both fencing and hoarding as per the site plan attached on Page 6 of this document.  Should the Licensee encounter delays in its completion of the St. Lawrence Market North building, the Agreement will provide an option to extend the agreement on a month to month basis at the same fee per square meter.
<b>Terms</b>	Please refer to Page 5 of this document for details.

<b>Property Details</b>	<b>Ward:</b>	13- Toronto-Center
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	150 m <sup>2</sup> ± (1,615.59 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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 &amp; Parks &amp; Open Space Areas of Official Plan: N/A</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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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 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 six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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 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/Caution</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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>		
<ul style="list-style-type: none"> <li>Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions &amp; Expropriations is only Manager with such signing authority).</li> </ul>		
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>		
<ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.</li> </ul>		

Consultation with Councillor(s)											
Councillor:	Kristyn Wong-Tam					Councillor:					
Contact Name:	Lorraine Hewitt					Contact Name:					
Contacted by:	Phone	X	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other	
Comments:	No objections 09/19/2019					Comments:					
Consultation with Divisions and/or Agencies											
Division:	Parks, Forestry & Recreation					Division:	Financial Planning				
Contact Name:	Brian Majcenic					Contact Name:	Filisha Jenkins				
Comments:	Approved by email 08/07/2019					Comments:	No Objections on 09/30/2019				
Legal Division Contact											
Contact Name:	Stefan Radovanovich (2-8060)										

DAF Tracking No.: 2019-289	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Supervisor, Real Estate Services Van Hua	Oct. 4, 2019	Signed by Van Hua
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Nick Simos	Oct. 10, 2019	Signed by Nick Simos

#### 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, Internal 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 50M<sup>2</sup> 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.

## Terms & Conditions

**Premises:**

Approximately 150 square meters of park space located at Market Lane Park, 149 King St. E, Toronto, Ontario, M5C 1G6.

**Licensor:**

City of Toronto

**Licensee:**

The Buttcon Limited/The Atlas Corporation Joint Venture

**Term:**

18 months, estimated to commence on October 1, 2019 and expire on March 31, 2021 (the "Term").

**Extended Term:**

One (1) option (the "Option") to extend the Term for a further six (6) months (the "Extended Term") on not more than six (6) months and not less than three (3) months' written notice prior to the expiration of the Term. All terms and conditions in the Agreement to remain the same including fee of \$57.27 plus HST per square meter per month.

Agreement to renew automatically on a month-to-month basis following the expiry of the Term or Extended Term, as the case may be, with all terms and conditions in the Agreement to remain the same including fee of \$57.27 plus HST per square meter per month. Month-to-month licence is terminable by either party on not less than one (1) months' prior written notice.

**Early Termination:**

At any time during the Term or Extended Term, as the case may be, each party shall have the right to terminate the Licence on not less than thirty (30) days' prior written notice delivered to the other party. Upon termination the Licensee shall restore the Site and deliver vacant possession of the Site to the City in accordance with all applicable provisions in the Agreement.

**Use:**

Construction staging area for the duration of the St. Lawrence Market North construction project.

**Fee:**

A fee of \$57.27 (plus HST) per square meter per month is to be charged to the Licensor for 150 square meters, being \$8,590.50 (plus HST) per month. The cost to the Licensor for the 18 month term totals \$154,629.00 (plus HST). The cost to the Licensor of the six (6) month Extension Term totals \$51,543.00 (plus HST), for a total financial impact of \$206,172.00 (plus HST) for a 24 month term. The monthly Fee shall become due and payable on the 1<sup>st</sup> of every month during the Term of the Licence as follows:

	Sq.m.	Fee/m <sup>2</sup>	Monthly Licence Fee *Excl. HST	2019 Impact	2020 Impact	2021 Impact	Total Impact for Term
Term 1 (18 months) (Oct. 1 2019 - Mar. 31 2021)	150	\$57.27	\$8,590.50	\$25,771.50	\$103,086.00	\$25,771.50	<b>\$154,629.00</b>
Term 2 (6 months) (Apr. 1 2021 - Oct. 31 2021)	150	\$57.27	\$8,590.50			\$51,543.00	<b>\$51,543.00</b>
<b>TOTAL FINANCIAL IMPACT</b>							<b>\$206,172.00</b>

**Other Fees/Recoveries:**

The Buttcon Limited/The Atlas Corporation Joint Venture will be allowed to make use of the existing hardscaping for the use of their construction staging area providing that they restore the licensed area to, at minimum, its original condition. New materials to be used if necessary.

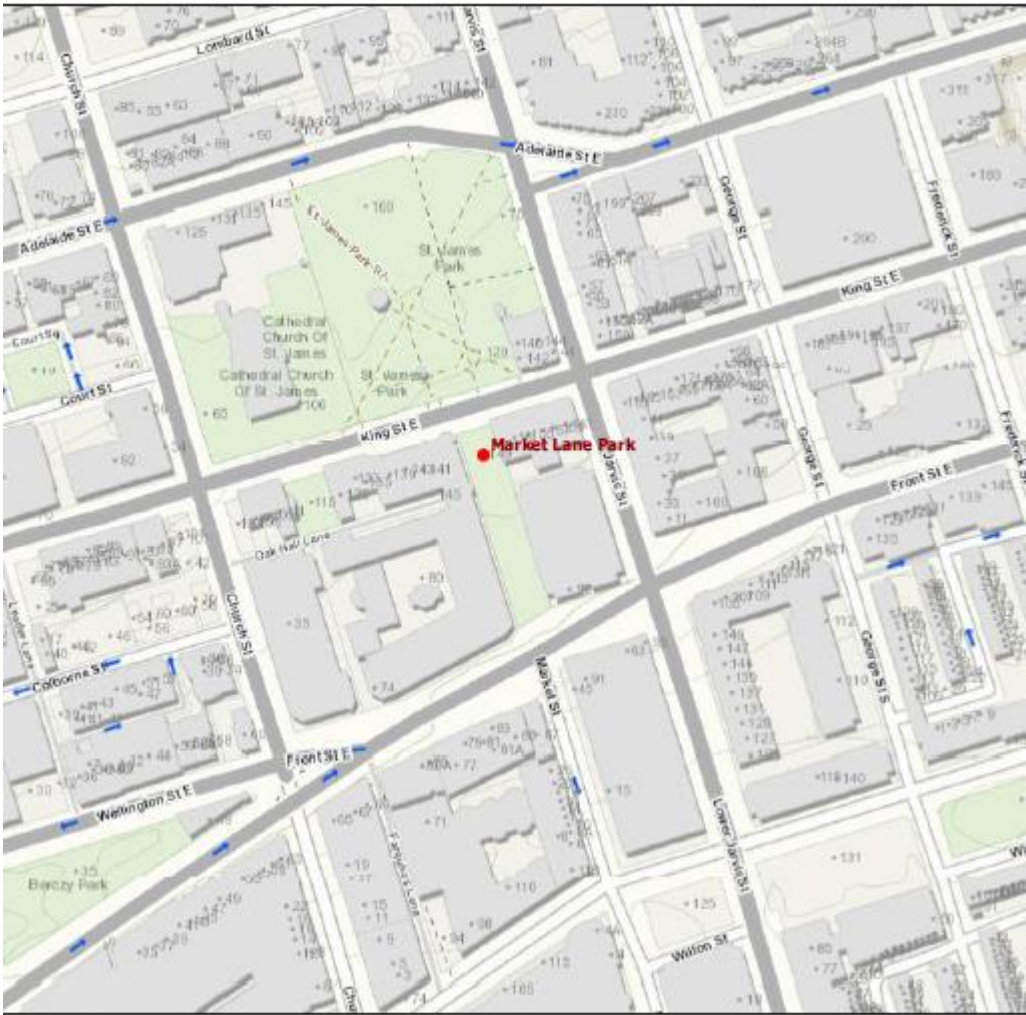
**Access & Equipment:**

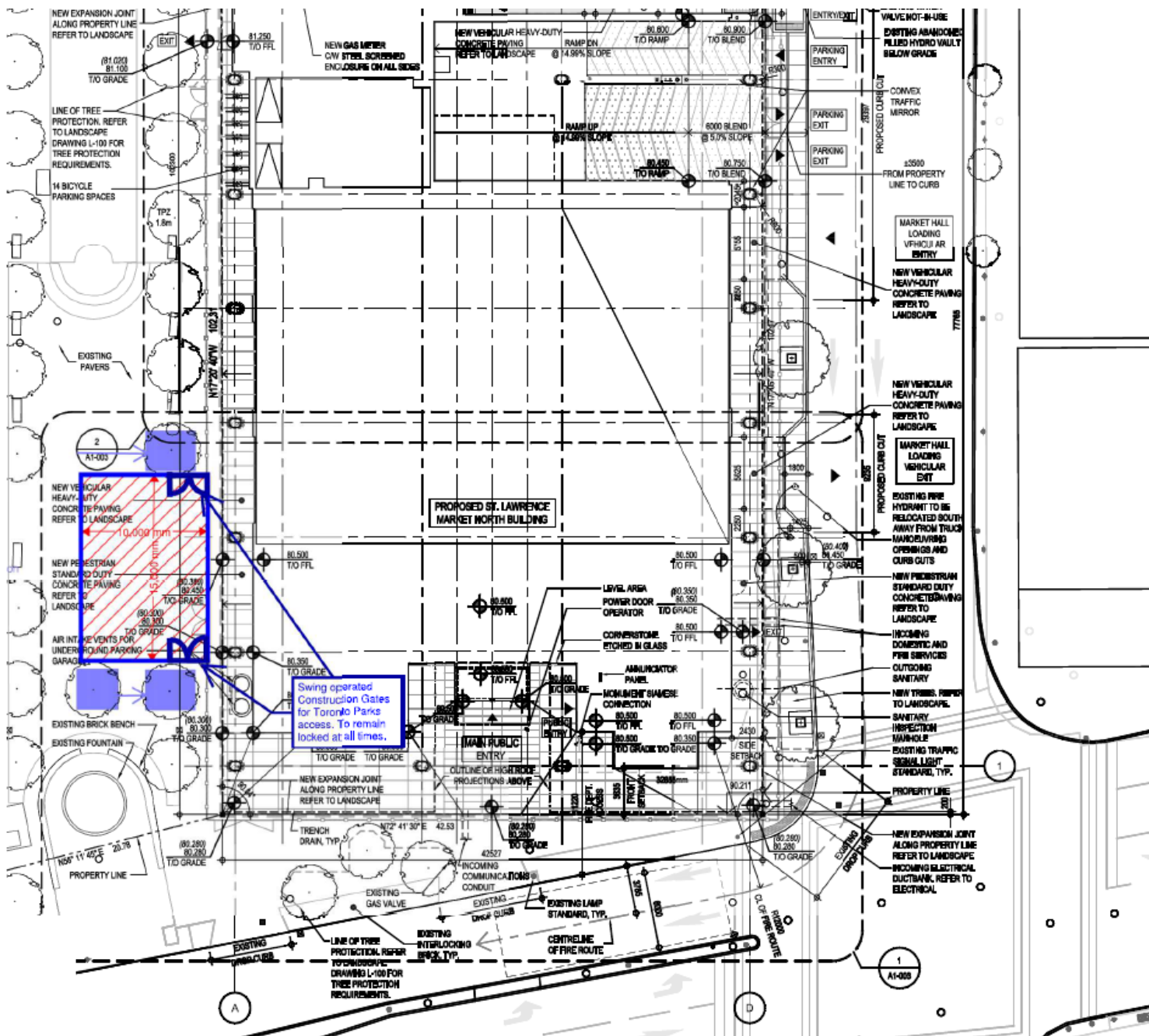
The Buttcon Limited/The Atlas Corporation Joint Venture will make use of two trailers within the construction staging area. The dimensions of each trailer is 10'X44' and 10'X52', respectively.

The staging area will also house one generator and two portable washroom facilities.

Some of hoarding between the project site and the market lane park will be moved temporarily and a fork lift will be used to move equipment into the space.

**Location Map & Site Plan**





Swing operated Construction Gates for Toronto Parks access. To remain locked at all times.

PROPOSED ST. LAWRENCE MARKET NORTH BUILDING

VALVE NOT IN USE  
EXISTING ABANDONED FILLED HYDRO VAULT BELOW GRADE

MARKET HALL LOADING VEHICULAR ENTRY

MARKET HALL LOADING VEHICULAR EXIT

MAIN PUBLIC ENTRY

LEVEL AREA POWER DOOR OPERATOR

CORNERSTONE ETCHED IN GLASS

AMPLIFIER PANEL

MONUMENT SIGNAGE CONNECTION

EXISTING FIVE HYDRANT TO BE RELOCATED SOUTH AWAY FROM TRUCK MANOEUVRING OPERATIONS AND CURB CUTS

NEW PAVEMENT STANDING DUTY CONCRETE PAVING REFER TO LANDSCAPE

INCOMING DOMESTIC AND FIRE SERVICES

OUTSIDE SANITARY

NEW TRIMS, RAMP TO LANDSCAPE

SANITARY INSPECTION MANHOLE

EXISTING TRAFFIC SIGNAL LIGHT STANDARDS, TYP.

PROPERTY LINE

NEW EXPANSION JOINT ALONG PROPERTY LINE REFER TO LANDSCAPE

INCOMING ELECTRICAL DUCTWORK, REFER TO ELECTRICAL

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