

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

**TRACKING NO.: 2020-141**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

|                |                           |            |                                  |
|----------------|---------------------------|------------|----------------------------------|
| Prepared By:   | Mark Gunaratnam           | Division:  | Corporate Real Estate Management |
| Date Prepared: | June 1 <sup>st</sup> 2020 | Phone No.: | 416-392-2598                     |

**Purpose** To obtain authority to enter into a licence agreement (the "Agreement") between the City of Toronto (the "City") and The Buttcon Limited/Atlas Corporation Joint Venture (the "Licensee") to permit the Licensee to install, erect, access and maintain a construction crane (the "Construction Crane") on the City Lands (as defined herein) and to encroach with the boom of the Construction Crane into the area above the part of the City Lands shown hatched in blue on the sketch attached hereto as Appendix "C" (referred to herein as the "Licensed Area").

**Property** 92 Front Street East, Toronto, Ontario, legally described as LT 1-4 PL 151E TORONTO; PT THE MARKET BLOCK PL TOWN OF YORK TORONTO; CITY OF TORONTO, being all of PIN 21401-0093 (R), more particularly described and shown in the location map attached hereto as Appendix "B" (referred to herein as the "City Lands").

**Actions** 1. Authority be granted to enter into the Agreement, 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 Director of Real Estate Services, and in a form acceptable to the City Solicitor.

**Financial Impact** The City will receive compensation from the Licensee of a monthly licence fee of \$5,250 (plus HST), payable on the first of each month of the Term and Extension Term (if any) for a total compensation of \$68,250 (plus HST) over the thirteen (13) month term commencing May 1<sup>st</sup>, 2020. If the six (6) month extension option is exercised, total compensation to the City will be \$99,750 (plus HST).

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

**Comments** The Licensee requested permission to swing a crane over a portion of the City Lands having an above ground area of approximately 2,525 square feet, being the Licensed Area shown hatched in blue on the sketch attached hereto as Appendix "C". The Licence period is from May 1, 2020 to and including June 30, 2021.

Real Estate Services staff consider the proposed Agreement to be fair and reasonable to both parties.

**Terms** Please see page 4: Appendix "A"

|                         |                             |  |
|-------------------------|-----------------------------|--|
| <b>Property Details</b> | <b>Ward:</b>                | 13 – Toronto Centre                                  |
|                         | <b>Assessment Roll No.:</b> |  |
|                         | <b>Approximate Size:</b>    |  |
|                         | <b>Approximate Area:</b>    | 234.58 m <sup>2</sup> ± (2,525.00 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/REOs:</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:</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 more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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 more senior positions.</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 more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</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. 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 he or she 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.

| Consultation with Councillor(s)             |                                    |                                     |        |  |               |                              |       |  |  |
|---|------------------------------------|-------------------------------------|--------|--|---------------|------------------------------|-------|--|--|
| Councillor:                                 | Kristyn Wong-Tam                   |                                     |        |  | Councillor:   |                              |       |  |  |
| Contact Name:                               | Kristyn Wong-Tam                   |                                     |        |  | Contact Name: |                              |       |  |  |
| Contacted by:                               | Phone                              | <input checked="" type="checkbox"/> | E-Mail |  | Memo          |                              | Other |  |  |
| Comments:                                   | No objection ( Apr 9, 2020 )       |                                     |        |  | Comments:     |                              |       |  |  |
| Consultation with Divisions and/or Agencies |                                    |                                     |        |  |               |                              |       |  |  |
| Division:                                   | Parks, Forestry and Recreation     |                                     |        |  | Division:     | Financial Planning           |       |  |  |
| Contact Name:                               | Brian Majcenic                     |                                     |        |  | Contact Name: | Filisha Jenkins              |       |  |  |
| Comments:                                   | No objection ( Feb 12, 2020 )      |                                     |        |  | Comments:     | No objection (May 27, 2020 ) |       |  |  |
| Legal Division Contact                      |                                    |                                     |        |  |               |                              |       |  |  |
| Contact Name:                               | Stefan Radovanovich (June 1, 2020) |                                     |        |  |               |                              |       |  |  |

| DAF Tracking No.: 2020-141  | Date                         | Signature                 |
|---|------------------------------|---------------------------|
| Concurred with by: Manager, Real Estate Services  |                              | X                         |
| <input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services<br>Daran Somas  | June 11 <sup>th</sup> , 2020 | Signed By: Daran Somas    |
| <input type="checkbox"/> Approved by:   |                              |                           |
| <input checked="" type="checkbox"/> Approved by: Director, Real Estate Services<br>Alison Folosea | June 22 <sup>nd</sup> , 2020 | Signed By: Alison Folosea |

#### 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 market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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.
- (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").

DAF 2020-141

Appendix A- Term Sheet**Licensor:** City of Toronto**Licensee:** The Buttcon Limited/The Atlas Corporation Joint Venture**Licensed Area:** The portion of the City Lands shown hatched in blue on the sketch attached hereto as Appendix "C".**Terms and Conditions of Agreement:**

1. **Term:** Thirteen (13) months (the "Term"), commencing May 1<sup>st</sup> 2020 (the "Commencement Date") and expiring on June 30<sup>th</sup>, 2021.

1.a: **Extension Term:** One (1) option to renew the Term for a further six (6) month period (the "Extension Term") on not less than thirty (30) days' notice to the City prior to the expiry of the initial Term.

2. **License Fee:** A monthly fee of \$5,250.00 (plus HST), payable on the first (1<sup>st</sup>) of each and every month of the Term.

2.a: **Extension License Fee:** license fee for each month of the Extension Term shall be the same monthly fee as set out above, payable monthly on the first (1<sup>st</sup>) of each and every month of the Extension Term.

3. **Use:**

(1) Provided that the Construction Crane is not carrying objects or materials, the Construction Crane shall be allowed to traverse, swing and/or pass through the Licensed Area or over the buildings and other objects from time to time situate on or in the City Lands (hereinafter "encroach upon City Lands") at any time.

(2) In the event that the Licensee wishes to encroach upon the City Lands while the Construction Crane is carrying objects or materials, the prior written consent of the City shall be required. In the event that the City has given prior written consent to allow the encroachment contemplated herein, such encroachment may only take place:

(a) prior to 8:00 am and after 5:00 pm Mondays to Fridays with respect to the building located on the portion of the City Lands; and

(b) when a paid duty officer is retained, at the sole cost of the Licensee, to ensure that no vehicular traffic or pedestrians, including City of Toronto personnel, are within or beneath the Licensed Area while the Construction Crane is in operation.

The Licensee must comply with all applicable municipal and provincial laws and regulations during the Term of the Agreement, including the Extension Term (if any).

4. **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.

5. **Termination upon Default:** In the event of any default by the Licensee, and provided that such default has not been cured by the Licensee within forty-eight (48) hours of receipt of written notice from the City, the City may, at its sole option, suspend the rights granted by the Agreement until the Licensee remedies such default to the satisfaction of the City, or the City may terminate the Agreement on written notice to the Licensee.

6. **Termination Right:** The City shall have the right (but not the obligation) to terminate the Agreement if, in the sole opinion of the Director of Real Estate Services, the Licensee's use and operation of the Construction Crane poses a real or perceived risk of damage or injury to property or persons.

7. **Indemnities:**

A. The Licensee hereby covenants and agrees to indemnify and save the City and its respective officers, councilors, servants, contractors, employees, agents, representatives, elected and appointed officials, successors, assigns, and anyone for whom the City is in law responsible, or any of them (collectively, the "City's Representatives"), harmless from and against any and all liabilities, claims, losses, executions, demands, expenses, actions, suits, injuries, damages, causes of action and costs (hereafter the "Claims") whatsoever arising out of or in connection with the use and operation of the Construction Crane, or any part thereof, or resulting in any way from the exercise of the Licence.

B. The Licensee further covenants and agrees to forever release and discharge the City and the City's Representatives from any and all manner of Claims which the Licensee, its officers, employees, or agents may, at any time hereafter, have against the City and its officers, employees and agents in respect of any loss, injury or damage suffered by the Licensee, its officers, employees and agents, arising out of or in connection with the use and operation of the Construction Crane, or any part thereof, or resulting in any way from the exercise of the Licence.

Appendix B – City Lands

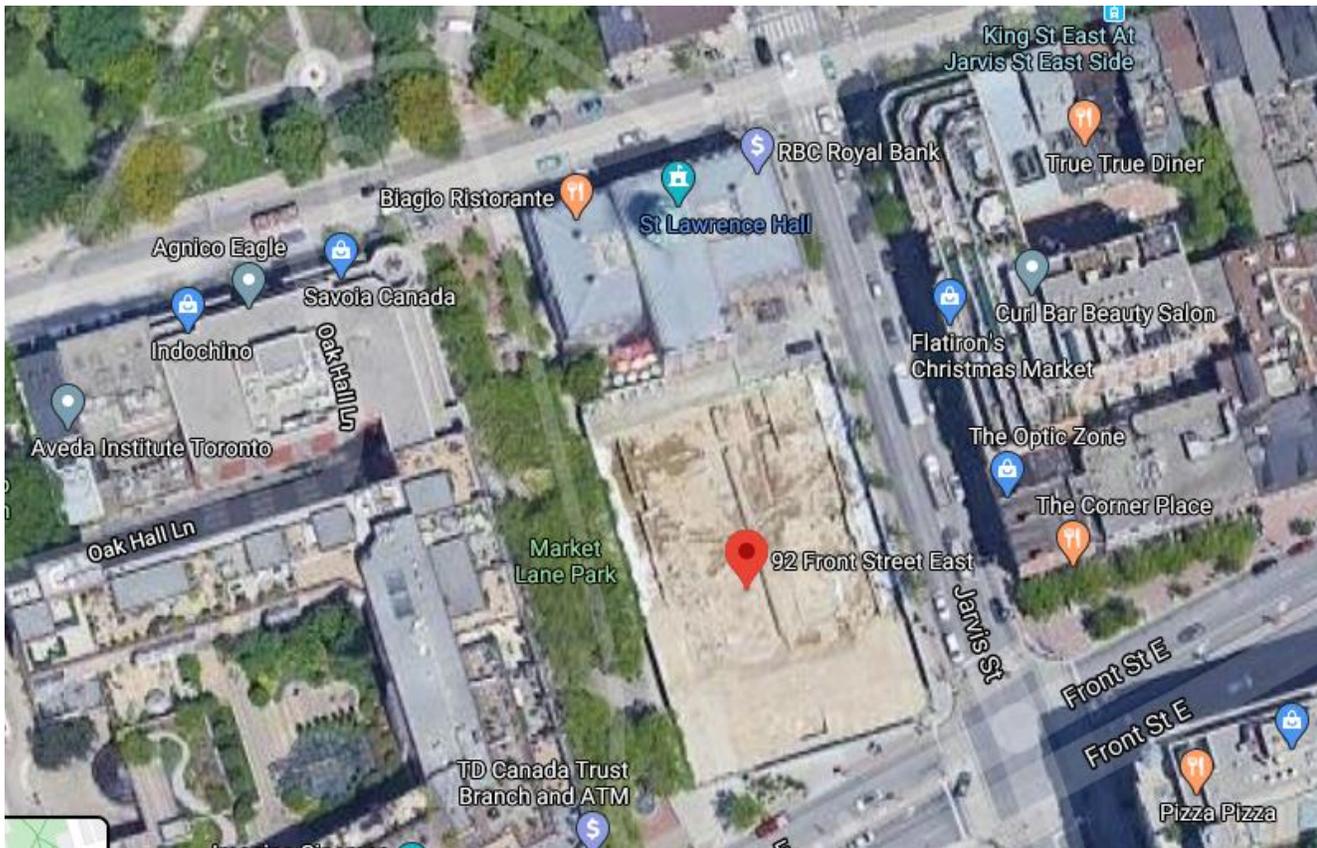
Municipal Address:

92 Front Street East, Toronto, Ontario

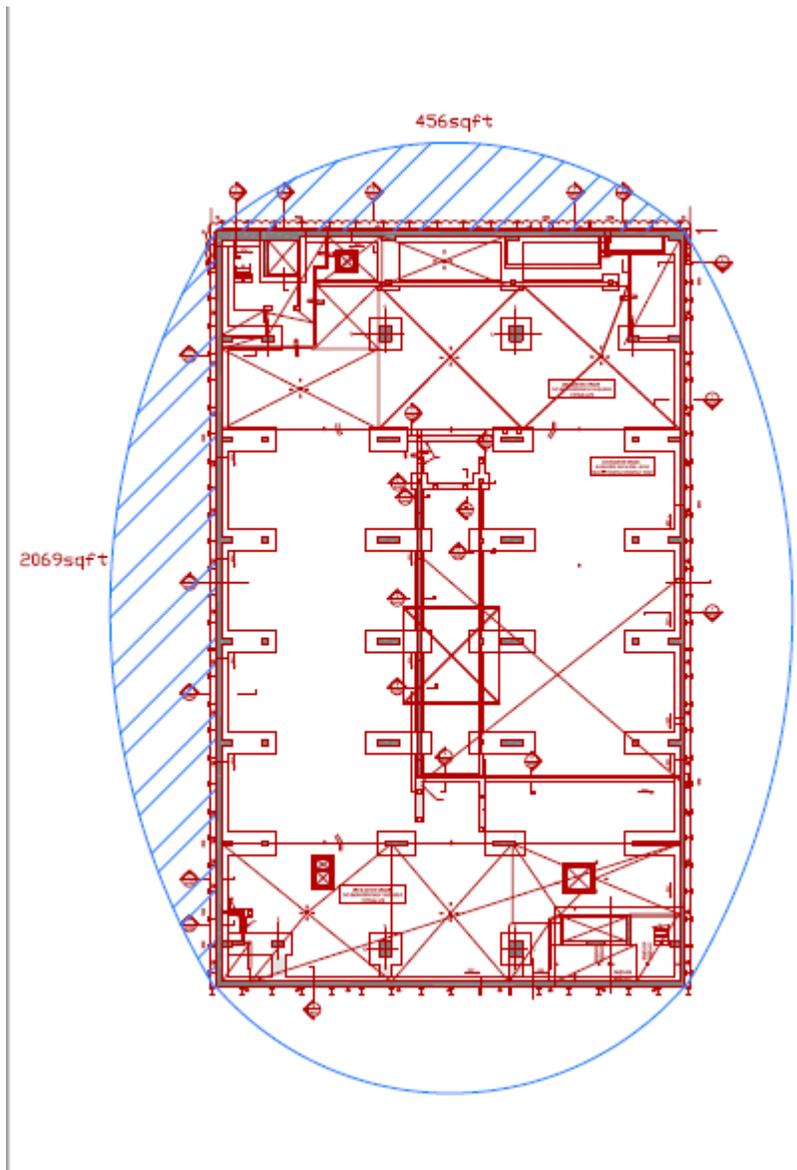
Legal Description:

LT 1-4 PL 151E TORONTO; PT THE MARKET BLOCK PL TOWN OF YORK TORONTO; CITY OF TORONTO, being all of PIN 21401-0093 (R)

Location Map:



Appendix C – LICENSED AREA – Crane Swing (2,525 sq. ft.)



**Note:** Licensed Area is the area hatched in blue, having a total area of approximately 2,525 square feet (area to the north approx. 456 sf. ft.; area to the west approx. 2,069 sq. ft.)