

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

TRACKING NO.: 2021-135

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

Prepared By:	Mark Gunaratnam	Division:	Corporate Real Estate Management
Date Prepared:	April 27, 2021	Phone No.:	416-392-2598
Purpose	To obtain authority to extend the Crane Swing Agreement, with Residences Of Via Bloor Inc. (the "Licensee") to permit the Licensee to allow the boom of a crane to swing over part of a City property municipally known as 575/585 Bloor Street East, to facilitate the Licensee's construction of a development (the "Project").		
Property	The lands described as 1) All of Pin 21086-0127 (LT), PT LT 9 North Side of Howard St., Plan D297, Toronto, Designated as Part 14 on Reference Plan 66R-28413 City of Toronto 2) All of Pin 21086-0130 (LT), PT of Lots 1 to 10 North Side of Howard Street, Plan D297, Toronto, Designated as Parts 1, 9, 10 & 12 on Reference Plan 66R-28413, City of Toronto (the "City Lands"). See Appendix "B" (the "Licensed Area").		
Actions	1. Authority be granted to extend the Crane Swing Agreement (the "Agreement") on the terms and conditions set out in Appendix "A" 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	<p>The City will receive a one-time licence fee revenues of \$36,663.00 (plus HST). If the Licensee exercises its option to extend, the City will receive additional monthly licence fee revenues for up to an additional six (6) months, for a total maximum potential value of \$56,661.00 (plus HST).</p> <p>Revenue generated from this transaction will be allocated to the 2021 Council Approved Operating Budget for Parks, Forestry & Recreation under cost centre P10227.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	<p>The Licensee requested permission to swing a crane over a portion of the City Lands having an above ground area of approximately 3,422.92 square feet, being the Licensed Area shown on the sketch attached hereto as Appendix "B". Pursuant to an Agreement authorized by DAF 2018-251, the term of the initial licence was from July 1, 2018 to August 1, 2020. The Licensee encountered delays in its completion of the Project and an extension is required.</p> <p>This current authority will extend the term from August 2, 2020 until July 1, 2021 with an option for up to 6 additional monthly extensions ending no later than January 1, 2022.</p> <p>City staff consider the proposed Agreement to be fair, reflective of market value, and reasonable to both parties.</p>		
Terms	Please see page 4: Appendix "A"		
Property Details	Ward:	13 – Toronto Centre	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	Total Area: 318 m ² ± (3,422.92 ft ² ±)	
	Other Information:		

A.	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/REOIs:</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/REOIs.</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 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>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 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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:
<ul style="list-style-type: none"> Documents required to implement matters for which each position 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:
<ul style="list-style-type: none"> 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.

Pre-Condition to Approval			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Kristyn Wong-Tam	Councillor:	
Contact Name:	Robin Buxton Potts	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Objection (February 17, 2021)	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Parks Forestry and Recreation	Division:	Financial Planning
Contact Name:	Christina Iacovino	Contact Name:	Patricia Libardo
Comments:	Comments incorporated (February 16, 2021)	Comments:	Comments incorporated (April 27, 2021)
Legal Services Division Contact			
Contact Name:	Vanessa Bacher		

DAF Tracking No.: 2021-135	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services <input type="checkbox"/> Approved by: Daran Somas	July 19 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	July 21 2021	Signed By: Alison Folosea

Appendix "A"- Term Sheet

1. **Extended Term:** Eleven (11) months (the " Extended Term"), commencing August 2, 2020 and expiring on July 1, 2021.
2. **Option to Renew:** One (1) option to renew the Term for a further six (6) month period on not less than thirty (30) days' notice to the City prior to the expiry of the Extended Term.
3. **License Fee:** A one-time fee of \$36,663.00 (plus HST), due on Licensee's execution of agreement and \$3,333.00 per month, plus HST if 6 month option to renew is exercised.
4. **Use:**
 - (1) To permit a construction crane to traverse, swing and/or pass through the Licensed Area so long as it is not carrying materials.
 - (2) At no time shall the Licensee encroach upon City Lands while the construction crane, or any part thereof, is carrying objects or materials. Should the Licensee encroach upon City Lands, the City may terminate this agreement or may require the use of the construction crane to be monitored by an independent engineer, registered in the practice in the Province of Ontario, acceptable to the City acting reasonably, at the cost of the Licensee.
 - (3) The Licensee shall at all times keep and maintain in good repair, order and condition all parts of the construction crane, the daily use of the construction crane, and confirming that its operation is in compliance with this Agreement.
 - (4) Except for required safety lighting, no crane shall be illuminated between sunset and sunrise.
5. **Insurance:** The Licensee will be required to provide Comprehensive 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.
6. **Indemnity:**

The Licensee hereby covenants and agrees to indemnify and save the City harmless from and against any and all liabilities, claims, losses, demands, expenses, actions, injuries, damages, causes of action and costs (hereafter the "Claims") whatsoever arising out of or in connection with the Licensee's occupancy or use of the Licensed Area or any operation or work on the Licensed Area.

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Appendix "B" - Location Map

