TRACKING NO.: 2025-335



DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES MANAGER, REAL ESTATE SERVICES

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property Prepared By: Division: Corporate Real Estate Management Miles Argue 416-397-7522 Date Prepared: Phone No.: October 16, 2025 To obtain authority to enter into a licence agreement with LS Productions Inc. (the "Licensee") with respect to the **Purpose** property municipally known as Old City Hall, 60 Queen Street West, Toronto for the purpose of filming (the "Licence Agreement"). The property municipally known as Old City Hall, 60 Queen Street West, Toronto, (the "Property"), as shown on the **Property** Location Map in Appendix "B"; parts of the building and courtyard of the Property (the "Licensed Area") **Actions** Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. **Financial Impact** The City will receive revenues of approximately \$119,000.00 plus any applicable taxes, subject to adjustments for contingencies, up to a maximum of \$178,500.00. Proceeds shall be directed to the Corporate Services account for film shoots at Old City Hall (FA2329 FILM-CSTD-O CITY HALL). The City will receive an estimated \$25,422.64 plus any applicable taxes, towards cost recovery for staffing services, subject to adjustments for contingencies to a maximum of \$38,133.96. The City will also collect a refundable damage deposit in the amount of \$15,000.00. Maximum total compensation under the agreement is \$231,633.96 plus any applicable taxes. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section. Comments The Licensee has requested the use the Licensed Area and has worked closely with the Toronto Film Office and Property Management and Key Assets division, to identify the specific dates, times, and locations to be used for filming and production activities. A detailed technical survey meeting was organized with facilities and operational staff from Old City Hall, heritage staff, and production and technical staff from the Licensee to ensure that all production activities will be conducted in such a manner to avoid any damage to the national historical site, and that all activities permitted under the licence will be undertaken in accordance with City policies, with appropriate City Staff present at all times on a cost-recovery basis. The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates. Terms See Appendix "A" **Property Details** Ward: 13 - Toronto Centre Assessment Roll No.: 1904 06 6 090 00100 Approximate Size: Approximate Area: Other Information:

Α.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
2B. Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest in Property Being	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
Expropriated:	(b) Request Hearings of Necessity.	(b) Request Hearings of Necessity.
	(c) Waive Hearings of Necessity.	(c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
 Transfer of Operational Management to Divisions, Agencies and Corporations: 	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.
	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
12. Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		(b) Releases/Discharges
		(c) Surrenders/Abandonments
		(d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates
		(f) Objections/Waivers/Cautions
		(g) Notices of Lease and Sublease
		(h) Consent to regulatory applications by City, as owner
		(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
		(j) Documentation relating to Land Titles applications
		(k) Correcting/Quit Claim Transfer/Deeds

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 each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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.

Pre-Condition to Approval							
X Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property							
Consultation with Councillor(s)							
Councillor:	Chris Moise	Councillor:					
Contact Name:	Tyler Johnson	Contact Name:					
Contacted by:	Phone x E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other				
Comments:	No objections	Comments:					
Consultation with Divisions and/or Agencies							
Division:	Facilities Management and Key Assets	Division:	Financial Planning				
Contact Name:	Kristen Kitcher	Contact Name:	Karen Liu				
Comments:	Comments incorporated	Comments:	Comments incorporated				
Legal Services Division Contact							
Contact Name:	Kenneth Farrell						

DAF Tracking No.: 2025-335		Date	Signature
x Recommended by:Approved by:	Manager, Real Estate Services Leila Valenzuela	Oct 16, 2025	Signed by Leila Valenzuela
x Approved by:	Director, Real Estate Services Alison Folosea	Oct 16, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Licensed Area: Part of the property municipally known as Old City Hall, 60 Queen Street West,

Use: Film production.

Term: October 17 to October 25, 2025

Options to Renew: None

Fees: Up to \$231,633.96, plus applicable HST or other taxes, being the total of the following amounts:

Licence Fees: \$119,000.00

50% Licence Fee Contingency: \$59,500.00

Estimated Staffing Services Fees: \$25,422.64

50% Staffing Fee Contingency: \$12,711.32

Damage Deposit: \$15,000.00

Reconciliation: At the expiration of the Term:

(a) The City will make a final determination of the Staffing Services fee payable (the "Final Staffing Services Fee") and if it exceeds the Estimated Staffing Service Fee, the City will apply the damage deposit towards any difference. If there is still an outstanding amount, the City will provide the Licensee with an invoice for the applicable balance to be paid within 30 days of the end of the Term.

(b) If the Estimated Staffing Services Fee exceed the Final Staffing Services Fee, provided there are no outstanding obligations, monetary or otherwise of Licensee under the Licence Agreement, the City will return the difference, without interest, to the Licensee.

(d) Any amount of the Damage Deposit not applied as payment for damages or in respect of Final Staffing Services Fee, as applicable, will be returned to the Licensee without interest.

Insurance: Commercial General Liability in the amount of not less than \$10,000,000.00.

"As Is" Condition: The Licensee accepts the condition of the Licensed Area "as is" at the date of the commencement of the Term

and shall not require the City to pay for or do any work or supply any equipment or services except as specifically

provided in the Agreement.

Substitution: The City reserves the right, acting reasonably and by providing reasonable written notice to the Licensee, to

substitute the Licensed Area with other Corporate Real Estate Management-managed civic locations, if

available, due to circumstances beyond the City's control.

Shoot Date Cancellation: The City reserves the right, acting reasonably and by providing reasonable written notice to the Licensee, to

cancel any or all of the filming dates due to circumstances beyond the City's control. The City may provide

alternative date(s) to the Licensee.

Early Termination: The City reserves the right to cancel any or all of the filming dates and shall make reasonable efforts, depending

on the circumstances, to account for the Licensee's actual use of the Staffing Services and the Licensed Area resulting from the City's cancellation of the filming dates in the calculation of the Final Staffing Services Fee

and the adjustment of the Licence Fee, as may be.

Permits/Tents: The Licensee acknowledges that any tent structure greater than 640 square feet will require a building permit,

which the Licensee must obtain and provide to the City's facility event coordinator for the film shoot (the "Facility Event Coordinator") in advance of installation. The Film, Television & Digital Media Office can aid in expediting this request. The Licensee must receive the Facility Event Coordinator's approval prior to the installation of any

tents, vehicles, contents of tents, and signage.

General Requirements:

The Licensee must:

- (a) ensure all food service complies with Toronto Public Health Temporary Vendor Guidelines and all regulations as set out in https://www.toronto.ca/community-people/health-wellnesscare/ health-programs-advice/foodsafety/food-safety-at-special-events/;
- (b) comply with the Toronto Municipal Code Chapter 591, Noise Bylaw; unless however, exempted by a permit from a noise prohibition or noise limitation provision in accordance with the Noise Bylaw, which, at the Licensee's request, may be facilitated through the Film, Television & Digital Media Office. A copy of the exemption permit must be provided to the Facility Event Coordinator prior to the filming to which the exemption permit applies;
- (c) keep the Licensed Area clean, tidy and presentable;
- (d) prominently display directional signage for film personnel including cast, crew and extras as well as informational signage for members of the public outlining filming content and activity and list the name and date of their onsite production;
- (e) properly install all signage, including safely securing all material and ensuring material is accurate, windproof, and not impeding access and not staking signage into the ground;
- (f) ensure all cables are fully matted and installed in such a way that is compliant with the Accessibility for Ontarians with Disabilities Act (the "AODA"); and
- (g) ensure their materials do not cover any safety signage or equipment.

Electrical Requirements: The Licensee must receive approval from the Facility Event Coordinator for all electrical requirements and cable runs prior to the installation and filming dates. The Licensee acknowledges that the City will not be providing any cables for the film shoot. The Licensee will ensure that all cables used for the film shoot will be safely installed, AODA compliant, and covered to avoid a trip hazard. The Licensee will ensure that all exposed electrical connections are unplugged in the event of a storm or rain. The Licensee will be billed back at a rate of \$15.00 per hour for electricity consumed while using a power source on City of Toronto property. The Licensee will follow all Electrical Safety Authority rules and regulations during the Term of the Agreement.

Load In/Load Out:

The Licensee must ensure that each production vehicle is safely loaded at the Licensed Area and that production vehicles access the Licensed Area only by the access points approved by the Facility Event Coordinator. At all times, space must be maintained for emergency vehicles. The Licensee must abide by the following site and vehicle accommodation limits: Parking for up to 4 vehicles at a time permitted in the courtyard. The Licensee is responsible for obtaining and maintaining any necessary street parking permits from the Film, Television & Digital Media Office in advance of the film shoot date.

Indemnity:

The Licensee shall release and indemnify the City and its mayor, council, directors, employees, contractors and agents (the "Indemnitees") of all claims, demands, damages, liabilities and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation), made against, suffered by or imposed on the Indemnitees or its property in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation or use of, or any operation in connection with, the Licensed Area and obligations under the Licence Agreement.

The Licensee shall indemnify the Indemnitees from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements arising from infringement (actual or alleged) by the subject film, its use or misuse of any photographs or recordings developed under or used in connection with the subject film. of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

WSIB:

The Licensee shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

Appendix "B"

Location Map



City of Torouto