

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

TRACKING NO.: 2021-014

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

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	January 20 th 2021	Phone No.:	416 392-1167

Purpose	To obtain authority to enter into a licence agreement with Hiltin Hills Development Inc. (the "Licensee") with respect to the property described below for the purpose of facilitating and allowing a construction crane to swing over a portion of City-owned parkland to facilitate the development at 2135 Sheppard Ave East, Toronto (the "Licence Agreement").
Property	The property is legally described as Block 2, Registered Plan 66M-2561, City of Toronto, being all of PIN 10085-1409 (LT) (the "Property"), as shown on the Location Map in Appendix "B".
Actions	1. 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	<p>The City will receive compensation from the Licensee in the amount of Twenty Six Thousand Dollars (\$26,000.00) plus HST per annum, payable in advance annual instalments of \$26,000.00 plus HST on January 31, 2021, January 31, 2022 and January 31, 2022. The City will receive a total of \$78,000.00 plus HST over the term of this Licence Agreement. In the event that the Licensee exercises the Extended Term, the Licensee shall pay to the City a licence fee in the amount of Thirteen Thousand Dollars (\$13,000.00) plus HST for the additional six (6) months.</p> <p>Compensation has been included in the 2021 Operating Budget Submission for Parks, Forestry & Recreation under cost center P10227 for Council consideration.</p> <p>The Licensee shall also deliver to the City certified funds or an irrevocable unconditional letter of credit in the amount of Two Hundred Seventy Five Thousand Two Hundred Fifty Dollars \$275,250.00 (the "Security"). In the event of any loss or damage to the Licensed Area resulting from the Licensee's use of the Construction Crane, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the City, acting reasonably, restore the Licensed Area to a condition as close as is practicable to its condition prior to occupation by the Licensee. If the Security is not sufficient to cover the City's costs of fulfilling such restoration obligations, the Licensee shall pay any additional amounts owing to the City with respect to such costs forthwith upon demand.</p> <p>The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.</p>
Comments	<p>The Licensee requested permission to swing the boom of a construction crane over a portion of the Property having an above ground area of approximately 7,265 SF and identified as the Licensed Area in Appendix "B". The term of this licence commenced on January 31, 2021 for a period of three (3) years (the "Term").</p> <p>The Licensee shall have the option to extend the Term for one (1) further period of six (6) months (the "Extended Term").</p> <p>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.</p>
Terms	Please see page 4: Appendix "A"

Property Details	Ward:	17 – Don Valley North
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	675 m ² ± (7265.64ft 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:

- 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:

- 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

Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

Consultation with Councillor(s)

Councillor:	S. Carroll	Councillor:	
Contact Name:	S. Carroll (Jan 22 2021)	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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:	Concurs	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks Forestry and Recreation	Division:	Financial Planning
Contact Name:	Brian Majcenic	Contact Name:	Patricia Libardo
Comments:	Concurs (Jan 18 2021)	Comments:	Concurs (Jan 15 2021)

Legal Services Division Contact

Contact Name: Emily Ng (Jan 21 2021)

DAF Tracking No.: 2021-014	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan. 25, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan. 28, 2021	Signed by Alison Folosea

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"Appendix A- Term Sheet"

Licensor: City of Toronto (the "City")

Licensee: Hiltin Hills Development Inc

Properties: The property is legally described as Block 2, Registered Plan 66M-2561, City of Toronto, being all of PIN 10085-1409 (LT) (the "Property"), as shown on the Location Map in Appendix "A".

Crane Swing Licensed Area (above-ground): approximately 675 square feet (Appendix B)

1. **Term:** January 31, 2021 to December 31, 2023
2. **License Fee:** annual instalments of \$26,000.00 plus HST on, January 31st 2021, January 31st, 2022 and January 31st, 2023.
3. **Extended Term Option:** In the event that the Licensee exercises the Extended Term Option of One (1) further period of six (6) months, the Licensee shall pay to the City a licence fee in the amount of Thirteen Thousand Dollars (\$13,000.00) plus HST for the six (6) months.
4. **Use:** To permit the Licensee to swing a construction crane over the Property to facilitate construction of the Project. The Licensee must comply with all applicable municipal and provincial laws and regulations during the term of the Agreement.
5. **Insurance:** The Licensee will be required to provide Commercial General Liability in the amount of \$10 million per occurrence for bodily injury (including death) and property damage. The City will be added as an additional insured.
6. **Indemnity:**
 - A. 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 use and operation of the Construction Crane, or any part thereof, or resulting in any way from the exercise of this Licence.
 - B. The Licensee further covenants and agrees to forever release and discharge the City and its officers, employees and agents from any and all manner of actions, suits, claims, executions and demands 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 while constructing the Project.

"Appendix B"- Location and Crane Swing Area Map

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CRANE SWING LICENCE AREA

