

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2021-163

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:	August 11, 2021	Phone No.:	416-392-2598

Purpose	To obtain authority to enter into a Construction Staging and Crane Swing Licence Agreement (the " Agreement ") with Aspen Ridge Homes (Church & Charles) Ltd. (the " Licensee ") to facilitate the Licensee's construction of a 47 storey residential tower (the " Development ") on Licensee's lands.
Property	The property municipally known as 69 Hayden Street, Toronto, legally described as Part Lot 13 south side of Hayden Street Plan 163 Toronto, Lot 14 south side of Hayden Street Plan 163 Toronto as in Parts 1 and 5, 66R-30694; City of Toronto; Together with an easement over parts of the common elements of Toronto Standard Condominium Plan No. 2662, Designated as Parts 21, 22, 23, 24, 28, 30, 33, 36, 48, 58, 62, 63 AND 77 on Plan 66R29697 AS IN AT4910674, being all of PIN 21108-0147 (LT) (the " Property "), as shown on the Location Map in Appendix " B " and on the sketch in Appendix " C ".
Actions	Authority be granted to enter into the 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.
Comments	<p>The Licensee requested the permission to use, occupy, and access the Property, having an approximate area of 544 square meters, identified as the "Construction Staging Area" in Appendix "C", for the purposes of construction staging in support of the adjacent Development ("Construction Staging Licence"). The Construction Staging Licence will commence on September 1st, 2021 and will expire on August 31, 2024, with an option to extend for six (6) months.</p> <p>The Licensee has also requested permission to swing a crane over a portion of the Property, having an above ground area of approximately 245 square meters, identified as the "Crane Swing Area" in Appendix "C" (the Crane Swing Licence). The Crane Swing Licence will commence on December 1st, 2021 and expire on May 31st, 2024.</p> <p>City staff consider the proposed Agreement to be fair and reasonable to both parties.</p>
Financial Impact	<p>Maximum compensation to the City for the Agreement will be \$3,111,499.86 (plus HST) based on Construction Staging Licence being extended.</p> <p>There are three possible total compensation amounts:</p> <ol style="list-style-type: none"> 1) In the event there are no licence extensions, the total compensation to the City will be \$2,666,999.88 (plus HST). 2) If the Licensee exercises the option to extend the Construction Staging Licence for six (6) months, the City will receive an additional monthly licence fee of \$74,083.33 (plus HST), causing the total compensation received by the City to be \$3,111,499.86 (plus HST). These amounts remain the same whether or not the Crane Swing Licence is extended in addition to the extension of the Construction Staging Licence. 3) If the Licensee exercises the option to extend the Crane Swing Licence but not the Construction Staging Licence, the City will receive \$2,083.33 for the months of September, October and November 2024, causing the total compensation received by the City to be \$2,673,249.87 (plus HST). <p>Revenue generated from this transaction will be directed to the 2021 Council Approved Operating Budget for Parks, Forestry & Recreation under cost centre P10227 and Functional Area Code 1810400000. Future year revenue will be referred to the City's annual budget process and will be included as part of future year budget submissions for Council consideration.</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>
Terms	Please see page 4: Appendix "A"

Property Details	Ward:	11 – University-Rosedale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	544 m ² ± (5,855.57 ft ² ±) & 245 m ² ± (2,637.16 ft ² ±)
	Other Information:	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management 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. • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. • Expropriation Applications and Notices following Council approval of expropriation. • 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:	Mike Layton	Councillor:	
Contact Name:	Aviva Cooper Smith	Contact Name:	
Contacted by:	<input checked="" type="checkbox"/> Phone <input type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	No Objection (May 10, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks Forestry and Recreation	Division:	Financial Planning
Contact Name:	Brian Majcenic	Contact Name:	Patricia Libardo
Comments:	Comments Incorporated (April 26, 2021)	Comments:	Comments Incorporated (August 10, 2021)

Legal Services Division Contact

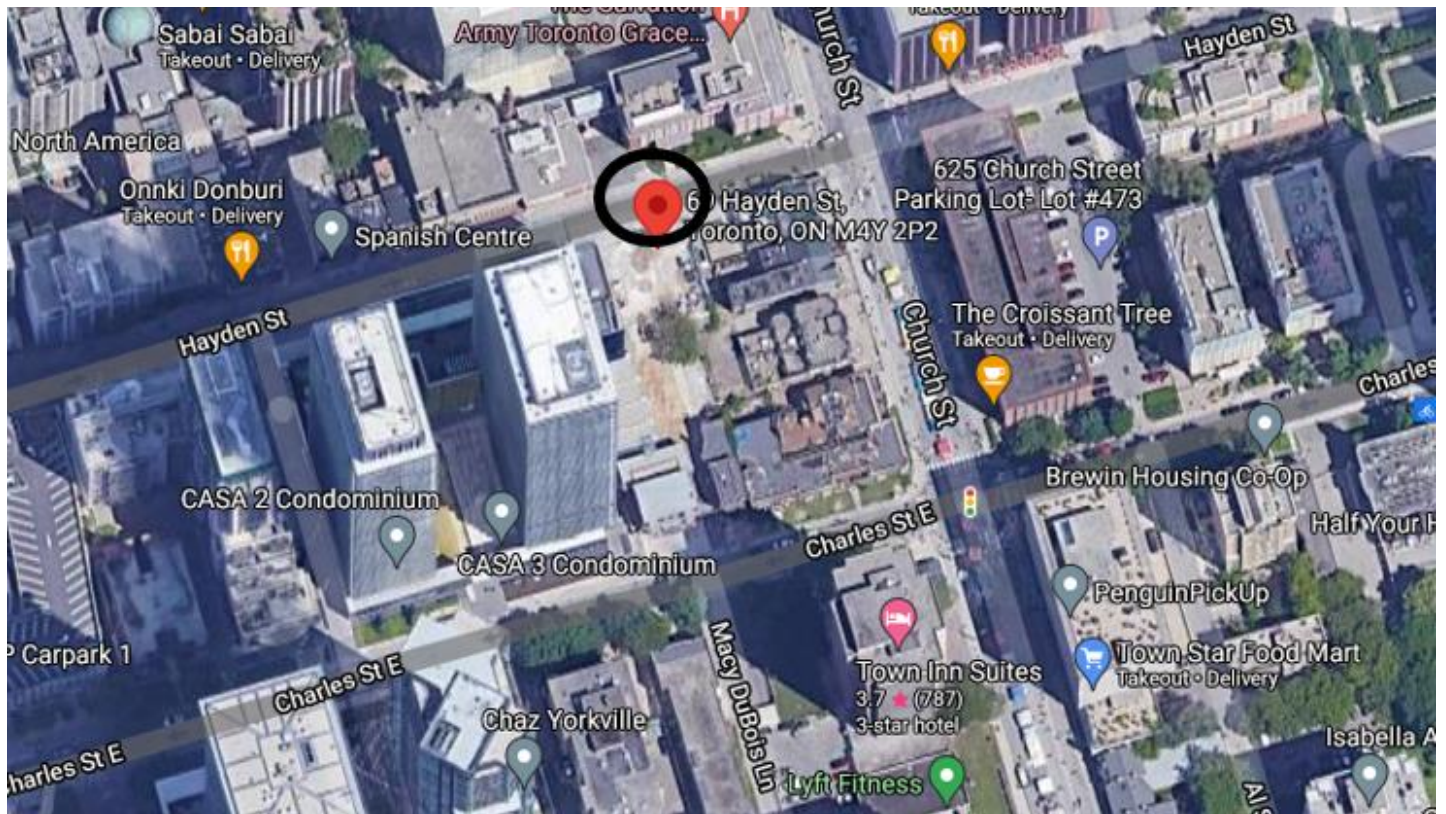
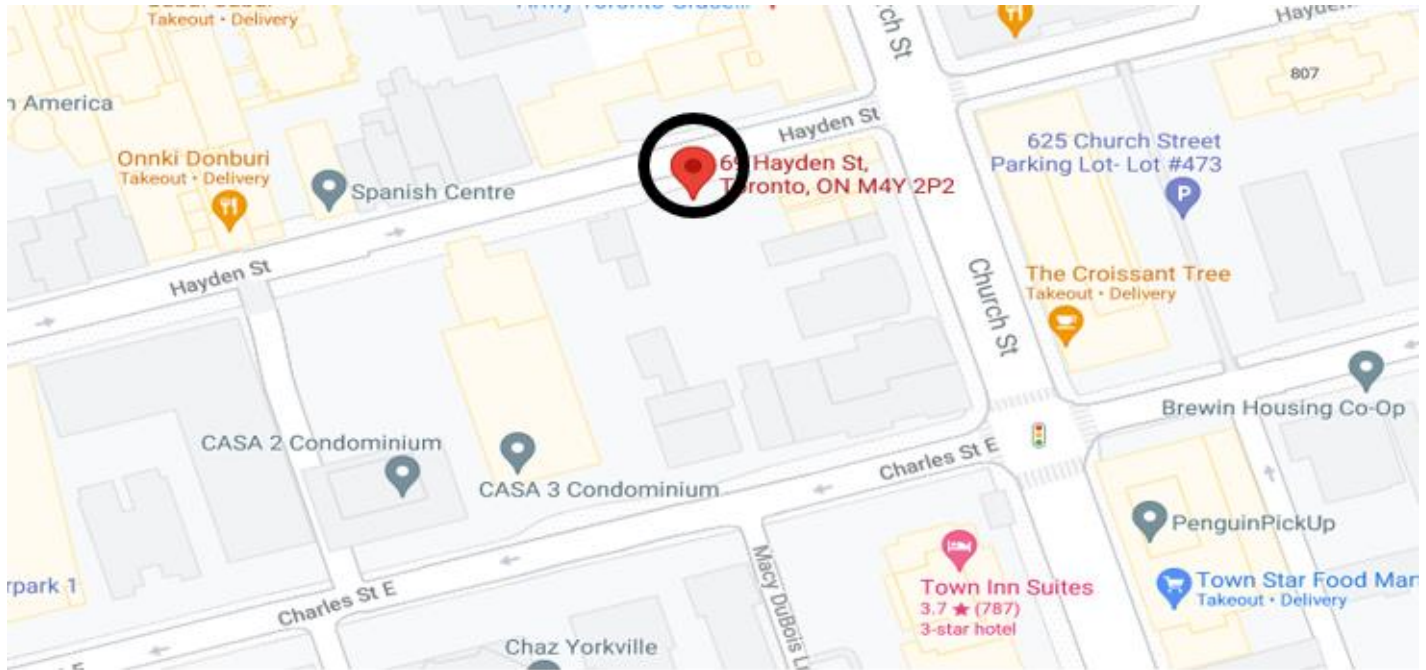
Contact Name: Amna Shakil

DAF Tracking No.: 2021-163	Date	Signature
Recommended by: Manager, Real Estate Services	Aug. 19, 2021	Signed by Daran Somas
Recommended by: Director, Real Estate Services	Aug. 27, 2021	Signed by Alison Folosea
<input checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input type="checkbox"/> Approved by: Patrick Matozzo		X
<input checked="" type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli	Aug. 30, 2021	Signed by Josie Scioli

Appendix "A"- Term Sheet

1. **Term:** Construction Staging Licence will have a term of thirty-six (36) months the "**Construction Staging Term**"), commencing September 1, 2021 and expiring on August 31, 2024. Crane Swing Licence will have a term of thirty (30) months (the "**Crane Swing Term**"), commencing December 1, 2021 and expiring on May 31, 2024.
2. **Extension Term:** One (1) option to renew the Construction Staging Licence for a period of six (6) (the "**Extended Construction Staging Term**"). One (1) option to renew the Crane Swing Licence for a period of six (6) months (the "**Extended Crane Swing Term**").
3. **License Fee:** \$74,083.33 (plus HST), payable in advance or before the first (1st) day of each month of any of the Construction Staging Term, the Crane Swing Term or the Extended Construction Staging Term. \$2,083.33 (plus HST), payable in advance or before the first (1st) day of September, October and November 2024, if the Crane Swing Term is extended and the Construction Staging Term is not extended.
4. **Use:** Construction Staging Licence: to permit the Licensee to use the licensed area for the purposes of construction staging activities, including vehicular access, construction hoarding, laying and storing equipment and material, and temporarily stockpiling material. Crane Swing Licence: to encroach, with the construction crane, including, without limitation, with the boom of the crane, counter weight, hoisting load, and any other materials, equipment, or loads to construct and complete the Development.
5. **Insurance:**
The Licensee will be required to provide Comprehensive 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. Additionally, the Licensee will be required to provide Contractor's Pollution Liability in the amount of \$5 million and Standard Automobile Liability coverage in the amount of \$5 million. Insurance certificate to be provided upon execution.
6. **Indemnity:** The Licensee 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 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.
7. **Restoration:** Upon expiry or termination of the Licence, the Licensee shall remove all of the Licensee's chattels, de-compact the soil, leave the Property in accordance with the grading plan, and improve the Property by undertaking matters set out in the "Item" column of Appendix "**D**".

Appendix "B" - Location Map



Appendix "D"– Additional Restoration Requirements

ITEM	QTY	COST
Sodding #1 Nursery Grade	Park-wide	\$2,209.93
Temporary Fencing	Perimeter	\$3,762.00
300 mm topsoil supply and placement	Park-wide	\$5,513.95
Compaction measures <u>in places that don't already have existing concrete</u> ¹ - heavy duty protection against compaction including: <ul style="list-style-type: none"> • geogrid • a layer of clear stone sufficiently deep to provide adequate force dispersal • steel plates thick enough to disperse expected loads without deforming OR <ul style="list-style-type: none"> • New concrete 	Park-wide	\$11,105.65
Concrete removal (post-staging)	Park-wide	\$10,000.00
Tree Protection Zone (TPZ) Immediate Remedial Work ² <ul style="list-style-type: none"> • Removal of all material and equipment within the TPZ • Hand-removal of excess fill 	1	\$250.00
TPZ Hoarding ³ <ul style="list-style-type: none"> • solid hoarding 3.0m radius (measured from outside edge of trunk at grade)⁴ 	24 linear metres	\$1,200 (tree protection hoarding)
Tree Protection Guarantee Deposit ⁵	1	\$5,974.00
Tree Remedial Work (post-staging) ⁶ <ul style="list-style-type: none"> • Concrete removal within TPZ (avoiding root damage) 	1	\$1,000.00
Existing Park Assets Protection ⁷ : <ul style="list-style-type: none"> • electrical cabinet 	1	\$50,000.00
<ul style="list-style-type: none"> • water meter chamber & associated infrastructure • sanitary & stormwater chambers 		
TOTAL		\$91,015.53

^{*}Must be installed and verified by PFR prior to staging activity. Items must also be removed off the lands upon restoration.

¹ TPZ Immediate Remedial Work:

- All material and equipment stored within the TPZ shall be relocated
- Removal of any excess fill from the base of the tree inside the TPZ zone by hand and dispose off-site
- Please also remove the sign that is currently affixed to the tree

² TPZ Hoarding - Fast fencing should be removed and replaced with solid board tree protection hoarding (3/4" plywood-clad barrier on a 2x4" lumber frame, 4' high), which should be secured around the tree to fully protect its minimum tree protection zone. No traffic, storage of materials/equipment, disposing of waste, or disturbance of any kind is permitted within the established tree protection zone. Photos to be provided to confirm i & ii has been done (PFR to review).

³ Tree Protection Guarantee Deposit - This deposit will be released by the City once all construction activities are complete and compliance with the City of Toronto's Tree Protection Policy and Specifications for Construction Near Trees has been verified to the satisfaction of PFR. Please aim to water the tree during the hotter dry seasons throughout the expected 3-4 year Construction Staging period. Covering exposed roots with 100 mm thick mulch is also helpful for tree protection / health.

⁴ Post-Staging Remedial Work - Careful removal of the existing pavement and granular material using minimally invasive techniques (e.g. by hand and/or pneumatic excavation tools design for work around tree roots to avoid damage).