

**City Council****Notice of Motion**

MM19.9	ACTION			Ward:10
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**Portion of 205 Wilmington Avenue (Irving W. Chapley Park) - Licence Agreement with Beth Emeth Bais Yehuda Synagogue - by Councillor James Pasternak, seconded by Councillor Josh Colle**

*\* Notice of this Motion has been given.*

*\* This Motion is subject to referral to the Government Management Committee. A two-thirds vote is required to waive referral.*

**Recommendations**

Councillor James Pasternak, seconded by Councillor Josh Colle, recommends that:

1. City Council authorize the City, as licensor, to enter into a non-exclusive licence agreement (the "Licence") for parking purposes with Beth Emeth Bais Yehuda Synagogue, for the paved southwest portion of the City-owned 205 Wilmington Avenue lands (Irving W. Chapley Park) having an area of approximately 35, 517.68 ft<sup>2</sup> (0.82 acres) for a term of five (5) years for nominal consideration, substantially based on the following terms and on such other or amended terms and conditions acceptable to the Chief Corporate Officer, or her designate, and in a form acceptable to the City Solicitor:

**PROPOSED TERMS AND CONDITIONS:**

The proposed Licence will be drafted in accordance with the following basic terms and conditions.

Licensor: City of Toronto

Licensee: Beth Emeth Bais Yehuda Synagogue

Licensed Area: southwest portion of 205 Wilmington Avenue with an approximate area of 35, 517.68 ft<sup>2</sup> (0.82 acres)

Term: 5 years starting July 1, 2016 or a mutually acceptable date

Use: Non-exclusive parking for the Licensee and its worshippers and for no other use.

Non-Exclusive Use: The Licensee is prohibited from installing barriers or signage indicating that its worshippers have exclusive use of the Licensed Area and prohibiting use

by the public.

**Basic Licence Fee:** Basic licence fees of \$2/year (\$10 over the course of the 5-year term payable at the Commencement Date)

**Additional Fees:** Licensee is responsible for all operating costs for the entire Licensed Area to make it suitable for parking use, including general maintenance, such as painting lines, adding bollards (if appropriate), removal of any debris, as well as snow removal.

**Insurance:**

i. Standard owner's automobile liability with limits of not less than \$2 million in respect of any one accident.

ii. Commercial general liability including personal injury, employers' and contingent employers' liability, blanket contractual liability and provisions for cross liability and severability of interests and non-owned automobile liability of not less than \$5 million per occurrence. The City of Toronto must be added as an additional insured.

**Early Termination:** The Licensor has the right to terminate the Licence for any reason at any time by providing the Licensee with three (3) months' prior written notice.

2. City Council authorize the Chief Corporate Officer, or designate, to execute the Licence on behalf of the City, and City Council deem the Licence to be in the interest of the City.

3. City Council authorize the Chief Corporate Officer, or designate, to administer and manage the Licence, including the provision of any consents, approvals, waivers and notices, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters (including their content) to City Council for its consideration and direction.

## **Summary**

The former Corporation of the City of North York and Beth Emeth Bais Yehuda Synagogue (the "Licensee") entered into a lease agreement respecting a portion of the City-owned lands located at 205 Wilmington Avenue (the "City Lands") providing the Licensee and its worshippers with parking privileges for a term of eighteen (18) years commencing February 3, 1992 and expiring February 2, 2010 for nominal consideration. The lease was subsequently renewed for an additional three (3) year term commencing February 3, 2010 and expiring February 1, 2013. The lease also allowed the community to use the City Lands for parking purposes.

The Licensee wishes to continue to use the City Lands for parking purposes for nominal consideration. Staff from the City's Parks, Forestry and Recreation Division are in the process of developing a Master Plan for Irving W. Chapley Park and have no objections to allowing the Licensee to continue to use the City Lands on an occasional and non-exclusive basis for parking purposes, as long as Irving W. Chapley Park users and the surrounding community are also allowed to use the same. Due to the nature of the multi-party use of the City Lands, the use agreement will be classified as a licence moving forward.

## **Background Information (City Council)**

Member Motion MM19.9

