

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

TRACKING NO.: 2021-203

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	July 26, 2021	Phone No.:	(416) 388-1297

**Purpose** To obtain authority to enter into a license agreement with 2261016 Ontario Corporation with respect to part of the property municipally known as 2054 Dufferin Street, to enable 2261016 Ontario Corporation, which operates as Vescio Funeral Home, to allow its customers and invitees to utilize 48 parking spaces within the Property, which is Car Park 658 operated by Toronto Parking Authority.

**Property** A portion of 2054 Dufferin Street, Toronto, Ontario, comprising 48 surface parking spaces as shown on Appendix "B".

**Actions** 1. That conditional upon Corporate Real Estate Management receiving satisfactory confirmation from Toronto Parking Authority that arrears of licence fees in the amount of \$29,633.44 have been paid by 2261016 Ontario Corporation to Toronto Parking Authority, authority be granted to enter into a new licence agreement between the City, as licensor, and 2261016 Ontario Corporation, as licensee, substantially on the terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the Director of Transaction Services in consultation with the President of Toronto Parking Authority, and in a form satisfactory to the City Solicitor.

**Financial Impact** Total revenue resulting from this license agreement will be \$153,935.64 (plus HST) or \$156,644.91 net of HST recoveries over the full five (5) years and will be collected by Toronto Parking Authority.

Annual revenue to the City is as follows:

Year	Revenue (+ HST)	Net of HST recoveries
2021	\$ 12,325.00	\$ 12,541.92
2022	\$ 29,826.50	\$ 30,351.45
2023	\$ 30,423.05	\$ 30,958.50
2024	\$ 31,031.53	\$ 31,577.68
2025	\$ 31,652.16	\$ 32,209.24
2026	\$ 18,677.40	\$ 19,006.12

Annual costs related to hydro and all real property taxes, rates, charges and assessments, and any other taxes, rates, charges or assessments levied, rated, charged or assessed against the Property are included in the 2021 Council Approved Operating Budget for Toronto Parking Authority.

Future year revenue and expenditures will be referred to the City's annual budget process and will be included as part of the 2022 and future year budget submissions for Council consideration.

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 Property has been designated by the City as a municipal parking facility, referred to as Municipal Carpark #658, under the jurisdiction of the Toronto Parking Authority (the "TPA").

2261016 Ontario Corporation (the "Licensee") had originally entered into a Licence with the Toronto Parking Authority by Licence dated August 15, 2012. That Licence expired on August 14, 2017. Since that time, the Licensee continued to use the Licensed Area and negotiations were ongoing with respect to an extension of that Licence.

On February 14, 2019, the Licensee stopped making licence payments. In consequence of further negotiations between the Licensee, TPA and CREM, it has been determined that the Licensee will pay to TPA the sum of \$29,633.44 being the amount of arrears of licence payments the Licensee and TPA have agreed are payable and upon receipt of that payment, Staff are prepared to enter into a new Licence with the Licensee on the terms stated below.

**Terms** See Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	9 - Davenport
	<b>Assessment Roll No.:</b>	1914 041 110 06600
	<b>Approximate Size:</b>	n/a
	<b>Approximate Area:</b>	48 surface parking spaces
	<b>Other Information:</b>	

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/REOs:</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 &amp; Parks &amp; 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 \$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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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:	Councillor Ana Bailão	Councillor:	
Contact Name:	Councillor Ana Bailão	Contact Name:	
Contacted by:	Phone <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 Concerns (07/21/2021)	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Parking Authority	Division:	Financial Planning
Contact Name:	Darcy Watt	Contact Name:	Patricia Libardo
Comments:	No Concerns (07/23/2021)	Comments:	Revisions Incorporated (07/22/2021)

**Legal Services Division Contact**

Contact Name:	Michele Desimone
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DAF Tracking No.: 2021-203	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	July 29 <sup>th</sup> , 2021	Signed By: Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	August 19 <sup>th</sup> , 2021	Signed By: Alison Folosea

## Appendix "A" – Major Terms and Conditions

Licensor:	City of Toronto										
Licensee:	2261016 Ontario Corporation										
Licensed Areas:	48 surface parking spaces located at 2054 Dufferin Street, Toronto, being TPA Car Park 658.										
Licence Fee:	<table border="0"> <tr> <td>Year 1 (August 1, 2021 – July 31, 2022)</td> <td>\$29,580.00</td> </tr> <tr> <td>Year 2 (August 1, 2022 – July 31, 2023)</td> <td>\$30,171.60</td> </tr> <tr> <td>Year 3 (August 1, 2023 – July 31, 2024)</td> <td>\$30,775.03</td> </tr> <tr> <td>Year 4 (August 1, 2024 – July 31, 2025)</td> <td>\$31,390.53</td> </tr> <tr> <td>Year 5 (August 1, 2025 – July 31, 2026)</td> <td>\$32,018.34</td> </tr> </table> <p>The License Fee shall be collected directly by Toronto Parking authority.</p>	Year 1 (August 1, 2021 – July 31, 2022)	\$29,580.00	Year 2 (August 1, 2022 – July 31, 2023)	\$30,171.60	Year 3 (August 1, 2023 – July 31, 2024)	\$30,775.03	Year 4 (August 1, 2024 – July 31, 2025)	\$31,390.53	Year 5 (August 1, 2025 – July 31, 2026)	\$32,018.34
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Year 5 (August 1, 2025 – July 31, 2026)	\$32,018.34										
Additional Charges:	the Licensee covenants and agrees to pay any reasonable Additional Charges, invoiced to the Licensee by the City and/or TPA pursuant to the terms of this Agreement, within ten (10) days after written request for the same.										
City's Responsibility:	The City shall pay hydro and all real property taxes, rates, charges and assessments, and any other taxes, rates, charges or assessments levied, rated, charged or assessed against the Property.										
Term:	Five (5) years commencing August 1, 2021 and ending on July 31, 2026.										
Restrictions on License:	<p>The Licensee shall:</p> <p>(a) use the <i>Licensed Lands</i> for the provision of parking spaces for those patrons, clients, guests, visitors and invitees of the <i>Licensee</i> which operates a funeral home at 2080 Dufferin St., Toronto, and for no other purposes whatsoever;</p> <p>(b) not, in carrying out its activities on the <i>Licensed Lands</i>, cause a nuisance, an annoyance to or interference with any persons lawfully upon or in occupation of any part of the <i>Licensed Lands</i> or <i>Property</i>; and</p> <p>(c) not use the <i>Licensed Lands</i> for any purpose which does not comply with the zoning by-laws of the City of Toronto as amended from time to time.</p>										
Inspections and Patrols:	At all times during the Term of this Agreement and any renewal term, the City and/or TPA shall be permitted, but shall be under no obligation, to enter, patrol, monitor and inspect the Licensed Lands as it deems reasonably necessary, and without notice to the Licensee, to ensure compliance with the terms of this Agreement, provided that such patrols or inspections are not carried out in a manner which causes unreasonable interference with the Licensee's permitted use of the Licensed Lands. The Licensee acknowledges that the City's and/or TPA's right of entry shall take precedence over any rights granted to the Licensee under this Agreement.										
Restoration:	<p>Upon the expiry or earlier termination of this <i>Agreement</i>, the Licensee shall immediately, at its sole cost and expense and to the satisfaction of the City and/or TPA, acting reasonably:</p> <p>(a) remove any and all of the Licensee's structures, signs, chattels or equipment from and about the <i>Licensed Lands</i>, except to the extent made impossible by destruction or damage to which section 16 of this <i>Agreement</i> applies; and</p> <p>(b) restore the <i>Licensed Lands</i> by:</p> <p style="padding-left: 40px;">(i) returning the <i>Licensed Lands</i> to the same condition as existed prior to occupation by the Licensee; and</p> <p style="padding-left: 40px;">(ii) making good any damage caused to the <i>Licensed Lands</i> by such installation and removal and leaving the <i>Licensed Lands</i> clean, tidy and in good repair.</p>										
Release and Indemnity:	<p>(1) The Licensee releases and shall at all times hereafter, indemnify and save harmless the <i>City's Representatives</i> of and from any and all manner of <i>Claims</i>, made or brought against, suffered by or imposed on the <i>City's Representatives</i>, or their property, in respect of any loss, damage or injury (including property damage, personal injury, bodily injury and death) to any person or property (including, without restriction, the <i>City's Representatives</i> and property of the <i>City's Representatives</i> or of the <i>Licensee's Representatives</i>) directly or indirectly arising out of or resulting from or sustained as a result of any and all of the following:</p> <p>(a) the exercise of the <i>License</i> and any other rights under this <i>Agreement</i>;</p> <p>(b) the occupation or use of any portion of the <i>Property</i> by the <i>Licensee's Representatives</i>;</p>										

(c) the breach of any warranty or a breach or default in the performance or observation of any covenant or obligation under this *Agreement* by the *Licensee's Representatives*;

(d) the *Licensee's Representatives*' failure to observe *Applicable Laws*; and

(e) the presence of any *Pollutant* on the *Licensed Lands* or the release or escape of any *Pollutant* on the *Property* due to an action or omission by the *Licensee's Representatives*.

(2) The Licensee shall fully indemnify and save harmless the *City's Representatives* against and from all liens which may bind the *Property* resulting directly or indirectly from any act or omission of the *Licensee's Representatives*, and shall at its own expense see to the removal from the registered title to the *Licensed Lands* and/or surrounding lands, by discharge or Order, of any claim for such lien or Certificate of Action in connection therewith, promptly and in any event within seven (7) days of being notified in writing by the City or the TPA to do so, failing which the City may see to such removal at the Licensee's expense and the Licensee covenants that it shall pay to the City, the City's reasonable expenses and all attendant costs in relation thereto.

(3) The Licensee shall pay to the City all the City's reasonable legal costs, on a solicitor-and-client basis, of all actions or other proceedings in which the City and/or the TPA participates in connection with, or arising out of, any *Claim*, the obligations of the Licensee under this *Agreement*, or the use or occupation of the *Licensed Lands* or of the *Property* by the *Licensee's Representatives*.

(4) The obligations of the Licensee under this section 11 shall survive the expiry or earlier termination of this *Agreement*.

Insurance:

(1) The Licensee, at all times during the *Term* and any renewal thereof, shall maintain at its own expense:

(a) Comprehensive General Liability insurance covering the *Licensed Lands*, including Licensee's legal liability and non-owned automobile liability, contractual liability on an occurrence basis, against claims for personal or bodily injury, death, or property damage suffered by others arising out of the activities and operations conducted by the *Licensee's Representatives* within the *Licensed Lands*, and being in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy must contain a cross-liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured. The City or the TPA may from time to time request the Licensee to increase the limit to meet any inflationary tendencies in accordance with usual practices in the insurance industry. The City shall be added to the policy as an additional insureds; and

(b) such other insurance as may be required by the City or TPA from time to time.

(2) If any policies of insurance effected by the Licensee under this *Agreement* contain any co-insurance clauses or provisions, the Licensee will maintain or cause to be maintained at all times a sufficient amount of insurance to meet the requirements of any co-insurance clause or provision so as to prevent the Licensee from becoming a co-insurer under the terms of its policy or policies and to permit full recovery of the amount insured in the event of a loss.

(3) All insurance policies required to be maintained by the Licensee under this *Agreement* shall contain a waiver of any subrogation rights which the insurance may have against the City and those for whom the City is in law responsible.

(4) All insurance policies required to be maintained by the Licensee under this *Agreement* shall be provided by an insurer or insurers licensed to carry on business in the Province of Ontario, and shall contain an agreement by the insurer that it will not amend, restrict, reduce, cancel, materially change or refuse to renew such policy prior to its expiration, except after at least thirty (30) days' written notice to the City and TPA.

(5) All insurance policies required to be maintained by the Licensee under this *Agreement* shall be primary and shall be fully exhausted before calling into contribution any insurance available to the City.

(6) Any deductible amounts specified in policies of insurance maintained by the Licensee and all liability policies shall be reasonable, and shall cover the cost of defence and adjustment of claims over and above monetary limitations in the policies.

(7) The Licensee shall deliver to the City, at the same time this *Agreement* is signed and delivered by the Licensee, copies of signed certificates of insurance, together with a copy of the insurance policy or policies for all insurance coverage required to be maintained by the Licensee pursuant to this *Agreement*, and thereafter shall provide copies of renewals of the certificates of insurance, prior to the respective expiry dates.

(8) The Licensee shall cause any and all policies of insurance provided pursuant to this *Agreement* to show the City and TPA as additional insureds.

Assignment:

The Licensee shall not assign, sublicense, charge, encumber or transfer directly or indirectly, in whole or in part, this *Agreement*, grant any interest therein as security for any obligation, or permit any person, firm or corporation whatsoever to use any part of the *Licensed Lands*, without the written consent of the City, which consent may be arbitrarily or unreasonably withheld or delayed, and if provided, may include conditions.

