

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

TRACKING NO.: 2022-046

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:	February 11, 2022	Phone No.:	416-392-2598

Purpose	To authorize the City of Toronto (the "City") to enter into a licence agreement (the "Extension Agreement") with Woodgreen Red Door Family Shelter (the "Licensee") for continued use of parking units 10-13 inclusive, on level B at 875 Queen Street East (the "Property") as shown on the sketch attached hereto as Appendix "B". The Licensee requires use of the parking spaces in connection with the operation of a shelter in a separate part of the overarching building.
Property	A portion of the property municipally known as 875 Queen Street East and legally described as Unit 10-13, Level B, Toronto Standard Condominium Plan No. 2740 and its appurtenant interests; SUBJECT TO EASEMENTS AS IN AT5261006; CITY OF TORONTO, Being all of PIN 76740-0140 (LT), PIN 76740-0141 (LT), PIN 76740-0142 (LT), and PIN 76740-0143 (LT) (collectively, the "Property").
Actions	1. Authority to be granted to enter into the Extension Agreement with the Licensee, substantially on the terms and conditions set out in herein and 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>Like the Original Licence, as defined below, the Extension Agreement is nominal and as such there shall be no licence fee payable. The City shall be responsible for the payments of its share of common area expenses and any extraordinary expenditures, totaling \$2,183 in 2021. Funding is available in the 2021 Council Approved Operating Budget for Shelter, Support and Housing Administration under cost center F54631. For clarity, the City shall be responsible for all financial aspects pertaining to the parking units.</p> <p>Future year 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.</p> <p>The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2022 budget process.</p>
Comments	<p>The City acquired the Property on February 24, 2021 from 875 Queen Lofts Inc. to provide parking spaces for use by Shelter, Support and Housing Administration ("SSHA") staff and/or to lease one or more of the parking spaces to Red Door Shelter staff in connection with the new shelter located adjacent to the condominium at 189B Booth Avenue. Pursuant to DAF 2021-101, the City entered into a licence agreement with the Licensee (the "Original Licence") on April 1, 2021. The Original Licence expires September 30, 2021 and the Licensee has requested an extension thereof on the same terms and conditions. As the Original Licence is in good standing and the Licensee continues to operate the shelter, CREM staff are of the opinion that the extension should be granted. The Extension Agreement will be in place for a further 6 months from October 1, 2021 to March 31, 2022 until authority for the longer term lease is secured and the lease is negotiated.</p> <p>Many of the Extension Agreement terms and conditions reflect the fact that the Property is part of a condominium and thus any use thereof is subject to by-laws and rules set by the Condominium Corporation.</p>
Terms	See Appendix "A".

Property Details	Ward:	14 – Toronto-Danforth
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	4 parking units in a condominium

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> 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 Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> 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.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. <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.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million. <input checked="" 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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000. Delegated to more senior positions.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates <input type="checkbox"/> (f) Objections/Waivers/Cautions <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (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 (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:	Paula Fletcher	Councillor:	
Contact Name:	Paula Fletcher	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:	No Objection (September 14, 2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Shelter, Support and Housing Administration	Division:	Financial Planning
Contact Name:	Loretta Ramadhin (Project Director, Infrastructure, Planning & Development)	Contact Name:	Patricia Libardo
Comments:	Comments Incorporated (September 9, 2021)	Comments:	Comments Incorporated (September 16, 2021)

Legal Services Division Contact

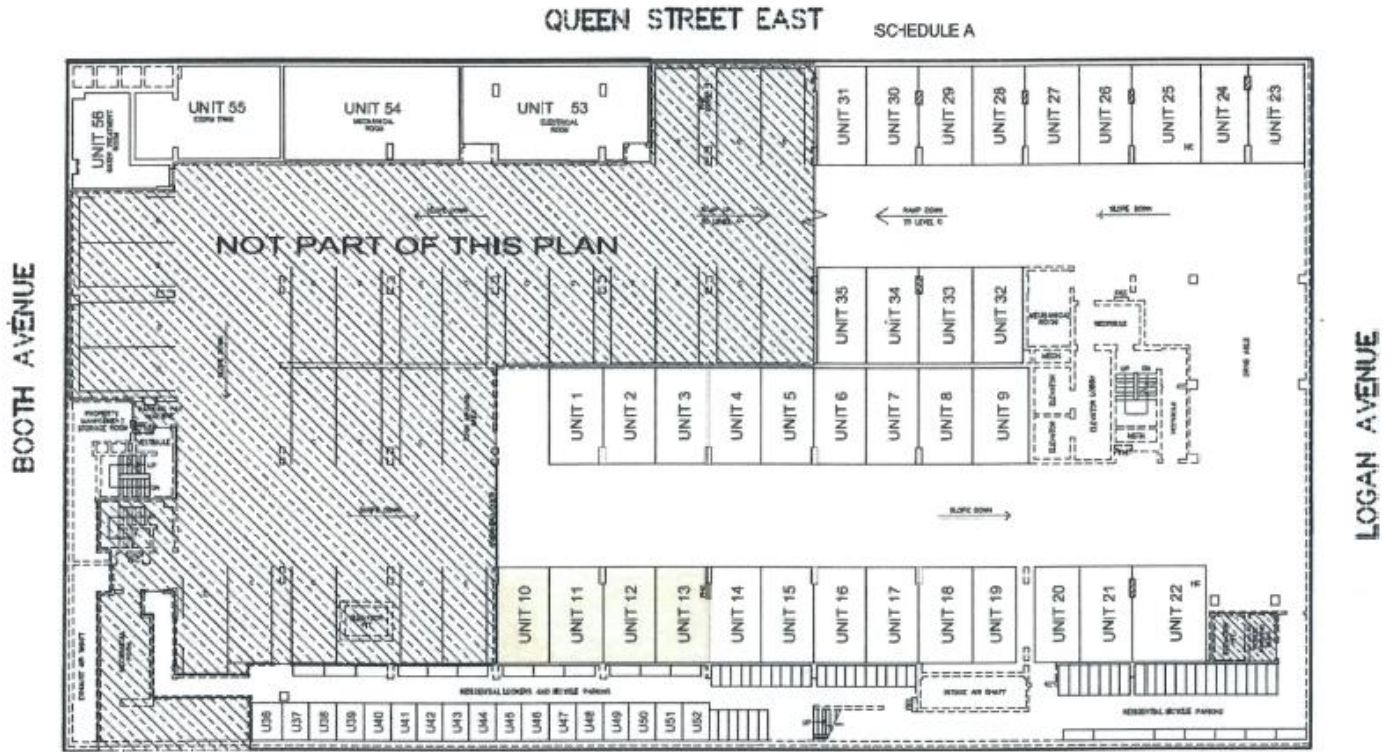
Contact Name: Catherine Thomas (September 13, 2021)

DAF Tracking No.: 2022-046	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Strategic Initiatives & Major Portfolios <input type="checkbox"/> Approved by: Ronald Ro	Feb. 11, 2022	Signed by Ronald Ro
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Mar. 22, 2022	Signed by Alison Folosea

Appendix "A" – Key Terms and Conditions of the Licence Agreement

- Licensor:** City of Toronto ("the City").
- Licensee:** Woodgreen Red Door Family Shelter/ Red Door Family Shelter (the "Licensee").
- Address:** 875 Queen Street East, Toronto, ON.
- Parking Units:** #10, #11, #12 & #13, located on Level B (the "Property") and right of ingress and egress over the Common Elements.
- Term:** October 1, 2021 – March 31, 2022.
- Licence Fee:** Nominal.
- Permitted Use:** Parking one licensed motor vehicle per Parking Unit in connection with operation of adjoining shelter. Licensee must keep the Parking Units neat and tidy and may not make any alterations thereto without the City's prior consent.
- Restrictions:** Licensee may only access those portions of the Common Elements strictly necessary for ingress and egress to the Parking Units and may make no changes or alterations thereto.
- Indemnity:** The City assumes no liability for any damage to person or property arising out of this Licence. Articles left in vehicles are at the Licensee's sole risk. Licensee releases and indemnifies the City from any and all claims brought against the City resulting from the Licensee's use of the *Parking Units* and/or failure to abide by the terms of the Agreement, Declaration and Condo By-laws.
- Insurance:** Upon execution of this *Agreement*, the Licensee agrees to purchase and maintain, the following policies of insurance:
- (1) General Liability Insurance in the amount of \$2,000,000.
 - (2) Standard Automobile Liability coverage in the amount of \$2,000,000.
 - (3) Any such other insurance as the City, acting reasonably, may require.
- Rights of Entry:** Without notice to the Licensee, the City, the Declarant, the Condominium Corporation, any company hired by the Condominium Corporation to manage the Condominium and any insurer of the Declarant or Condominium shall be permitted to access any of the Parking Units from time to time and for as long as is required to do anything the accessing party is authorized or required to do pursuant to the Declaration or the Condominium Bylaws and/or to inspect the Parking Units to ensure compliance with the terms of Declaration, Condominium Bylaws or this Agreement.

Appendix "B" – Sketch of Parking on Level B



PLAN VIEW ILLUSTRATING
UNITS 1 TO 35 INCLUSIVE (Residential Parking)
UNITS 36 TO 52 INCLUSIVE (Storage locker)
UNITS 53 TO 56 INCLUSIVE (Service Units)
LEVEL B

Note: Parking units being leased to the Licensee are units 10 through 13 inclusive.

Appendix "C" – Location Map

