



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

TRACKING NO.: 2023-062

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

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	Feb 16 2023	Phone No.:	416-338-5028
Purpose	To obtain authority for a license agreement (the " Agreement ") for Against The Grain Urban Tavern Limited Partnership (The " Licensee ") to operate of a seasonal patio license from May until October annually starting on May 1 2023 and ending October 31 2027 for a period of five (5) years (the " Term ")		
Property	Approximately 868 sq ft of fenced outdoor patio space (Appendix "B") on Water's Edge Promenade Park (the " Licensed Premises ") located at 115 Queens Quay East (Appendix "C") PIN 213840142.		
Actions	Authority be granted to enter into the Licence Agreement on the terms and conditions outlined herein and in a form acceptable to the City Solicitor.		
Financial Impact	<p>The total revenues to the City for the five (5) year license agreement shall be \$38,681.58 (plus HST)</p> <p>Revenues to be remitted to the City for each fiscal year is as follows:</p> <p>2023: \$1,227.00 (plus HST) /month X 6 (May-October) = \$7,362.00 (plus HST) 2024: \$1,257.43 (plus HST) /month X 6 (May-October) = \$7,544.58 (plus HST) 2025: \$1,288.61 (plus HST) /month X 6 (May-October) = \$7,731.66 (plus HST) 2026: \$1,320.57 (plus HST) /month X 6 (May-October) = \$7,923.42 (plus HST) 2027: \$1,353.32 (plus HST) /month X 6 (May-October) = \$8,119.92 (plus HST)</p> <p>Total: \$38,681.58 (plus HST)</p> <p>Revenues will be directed to the 2023 Council Approved Operating Budget for Parks, Forestry and Recreation under cost center P10220, functional area code 1820100000, and will be included in future operating 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>		
Comments	This seasonal patio license agreement shall be made separate and independent from the new patio structure that is designated CAFETO patio space and not subject to the terms listed in this agreement.		
Terms	See Appendix A		
Property Details	Ward:	Spadina-Fort York	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	868 ft 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/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>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 checked="" 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 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Ausma Malik	Councillor:	
Contact Name:	Councillor.malik@toronto.ca	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" 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 opposition	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Glenn Zeta	Contact Name:	Filisha Jenkins
Comments:	Concurred	Comments:	Concurred

Legal Services Division Contact

Contact Name:	Lisa Strucken
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DAF Tracking No.: 2023-062	Date	Signature
Concurred with by: Ronald Ro Manager, Real Estate Services	April 11, 2023	Signed by Ronald Ro
<input type="checkbox"/> Recommended by: Jennifer Kowalski Manager, Real Estate Services	April 11, 2023	Signed by Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

APPENDIX "A" - TERMS & CONDITIONS

LICENSEE:

Against The Grain Urban Tavern Limited Partnership

LICENSED AREA:

13 feet 5 3/8 inches (east) and 11 feet 10 ¼ inches (west) by 69 feet 10 inches, approximately 868 sq ft of fenced outdoor patio space (Appendix "B") on Water's Edge Promenade Park (the "**Licensed Premises**") located at 115 Queens Quay East.(Appendix "C") PIN 213840142

TERM:

Seasonally, May-October starting in 2023 ending in 2027 for five (5) years.

PURPOSE/USE:

Upon execution of this Agreement by both parties the licensee agrees to enter into a seasonal patio license for the leased premises.

TERMINATION:

At any time during the Term or any extension thereof, either party may terminate the License upon giving written notice (the "Termination Notice") of such termination to the other party. The Termination Notice shall specify the termination date (the "Termination Date") which shall be no less than sixty (60) days after the Termination Notice is given.

LICENSE FEE STRUCTURE:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	
Rate	\$1,227.00 (plus HST)	\$1,257.43 (plus HST)	\$1,288.61 (plus HST)	\$1,320.57 (plus HST)	\$1,353.32 (plus HST)	
# months	6 (May-Oct)	6 (May-Oct)	6 (May-Oct)	6 (May-Oct)	6 (May-Oct)	Term Total
Yearly Total	\$7,362.00 (plus HST)	\$7,544.58 (plus HST)	\$7,731.56 (plus HST)	\$7,923.42 (plus HST)	\$8,119.92 (plus HST)	\$38,681.58 (plus HST)

INSURANCE:

Commercial general liability insurance which has inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for bodily injury and property damage resulting from any one occurrence and which is extended to include personal injury liability. The City shall also be named as an additional insured and shall provide for cross-liability.

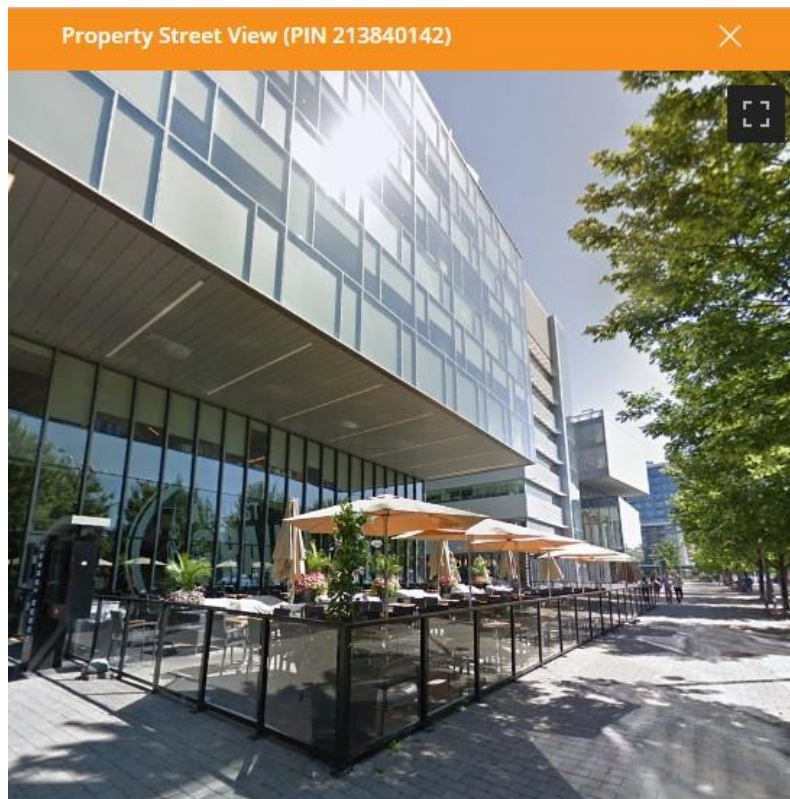
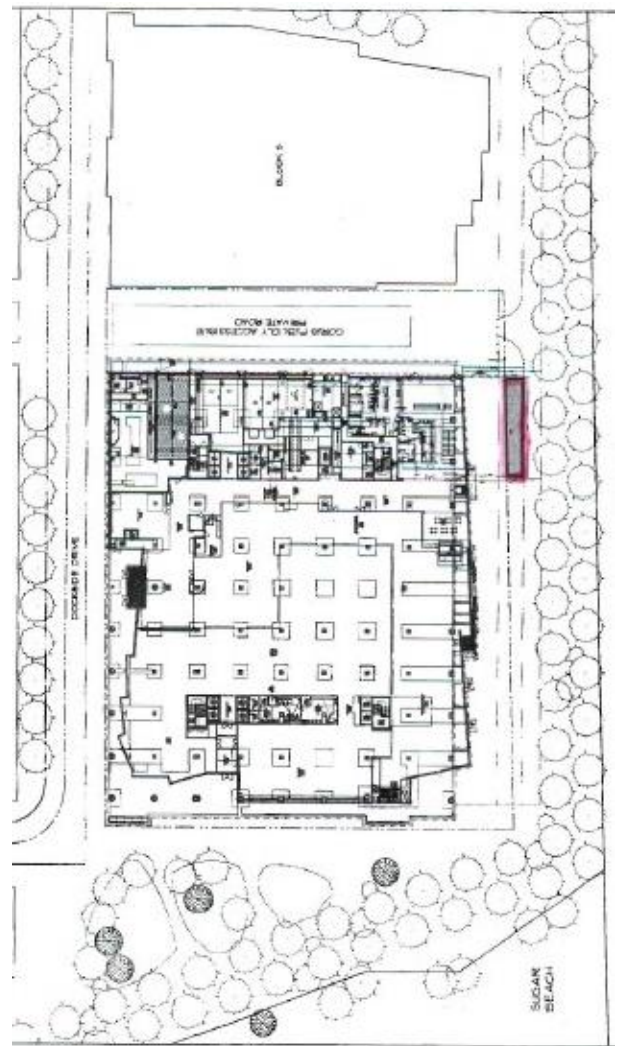
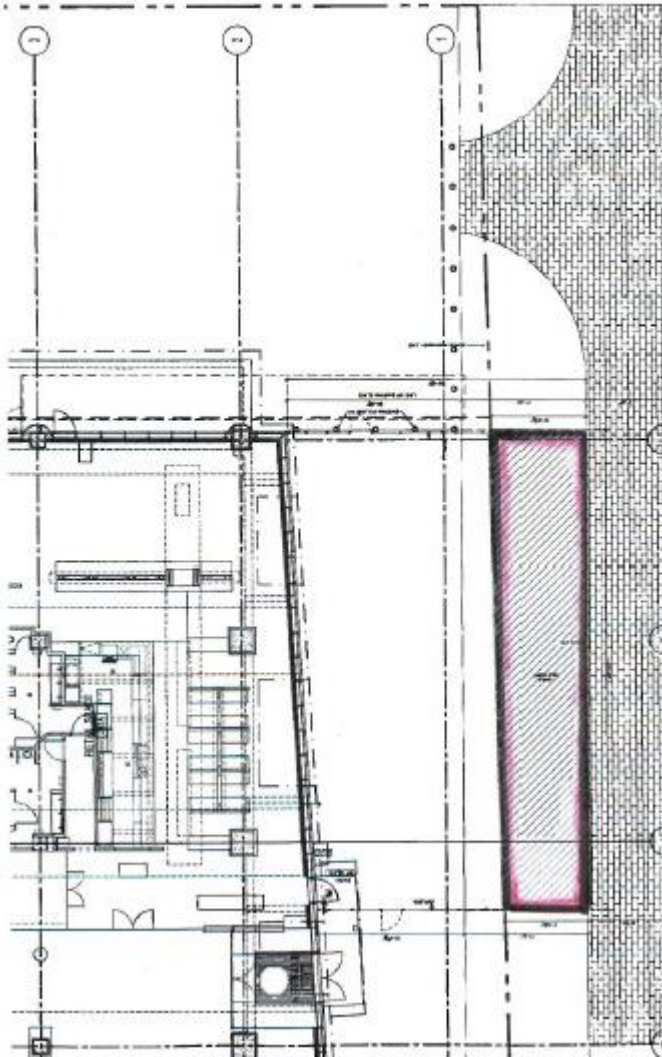
The Licensee shall not make or erect in or on the Licensed Premises any installations, alterations, additions or partitions (the "Licensee's Work") without first submitting detailed plans and specifications and construction methods/procedures to the City. Any repairs and/or improvements shall be reviewed and approved by the City who, in its sole and absolute discretion, may determine that any or all of the said repairs and/or improvements may only be carried out by the City.

RELEASE & IDEMNITY

The Licensee releases and shall at all times hereafter, indemnify and save harmless the City's Representatives of and from any and all manner of Claims, made or brought against, suffered by or imposed on the City's Representatives, 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 City's Representatives and property of the City's Representatives or of the Licensee's Representatives) directly or indirectly arising out of or resulting from or sustained as a result of any and all of the following:

- (a) the exercise of the Licence;
- (b) the installation, removal, operation, use, maintenance or repair of the Licensee's Chattels;
- (c) the occupation or use of any portion of the Lands by the Licensee's Representatives;
- (d) the breach of any warranty or the performance, breach or default in the observation of any covenant or agreement under this Agreement by the Licensee's Representatives;
- (e) the Licensees Representatives' failure to observe Applicable Laws; and
- (f) the presence of any Pollutant on the Licensed Premises or the release or escape of any Pollutant on the Lands due to an action or omission by the Licensee's Representatives.

APPENDIX B – LEASED PREMISES



APPENDIX C – PROPERTY MAP

