

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

TRACKING NO.: 2023-254

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

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	September 20, 2023	Phone No.:	(416) 392-1167

Purpose	To obtain authority to for the City of Toronto (the "City") to enter into a Temporary Access Licence Agreement (the "Agreement") with the owner of 32 Manning Street (the "Licensee"), in order to grant the Licensee temporary vehicular access to a portion of the Property, as defined below. Vehicular access is needed in order to renovate the rear of the residential home located 32 Manning Street and the City is willing to grant said access on the terms and conditions set out in this Agreement.
Property	The City owned property municipally known as 33 Claremont Street, (Fire Station 331) as shown in Appendix "B" - Location Map (the "Property")
Actions	1. 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.
Financial Impact	The City will collect a licence fee in the amount of \$2.00 plus applicable taxes. The revenues will be directed to the 2023 Council Approved Operating Budget for Corporate Real Estate Management under cost centre FA1495. The Licensee shall also pay to the City concurrent with the execution of the Agreement the sum of \$701.71 in accordance with City of Toronto Municipal Code, Chapter 441, Appendix C, Schedule 15 (the "Legal Fee"). The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The Licensee requested short-term vehicular access across a portion of the Property to facilitate renovations being carried out at their home, which abuts the Property. The permitted use is non-intrusive except for the removal of a fence panel which the owner will reinstall prior to the expiry of the term at their own cost. Considerable care was taken in the negotiation and drafting of the Agreement to guard against any potential interference with operation of the Fire Hall on the balance of the Property. The Licence fee and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.
Terms	<i>Please see Appendix "A"</i>

Property Details	Ward:	10 – Spadina – Fort York
	Assessment Roll No.:	
	Approximate Size:	17 ft – Approximate width of two parking spaces
	Approximate Area:	
	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/Licensors):</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:	Ausma Malik	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 Issues	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Fire Services	Division:	Financial Planning
Contact Name:	Arnold Louie	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	No issues with financial details

Legal Services Division Contact

Contact Name:	Catherine Thomas
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DAF Tracking No.: 2023-254	Date	Signature
Concurred with by: Manager, Real Estate Services Vinette Prescott-Brown	Sept 22, 2023	Signed By: Vinette Prescott-Brown
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski	Sept 20, 2023	Signed By: Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by:		

APPENDIX "A" - Terms

Licensed Area: See Appendix "C"

Licence Fee: Two Dollars (\$2.00) plus any applicable HST or other taxes

Term: fourteen (14) calendar days, commencing October 3, 2023 and ending October 17, 2023.

Options to Renew: None

Use: Licensee, its contractors, agents and authorized representatives are permitted to enter upon the "Licensed Area" for the sole purpose of removing the prescribed fence panels, delivering concrete and removing non-toxic materials. Licensee shall not block the front of the Fire Hall at any time or do anything that could interfere with the operation of the Fire Hall. Temporary fencing must be installed in place of the removed panels to prevent any unauthorized entries.

Insurance: The Licensee shall obtain and maintain throughout the Term, or cause to be maintained, commercial general liability insurance against claims for bodily injury (including death) and property damage for the *Licensed Area*, providing coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence

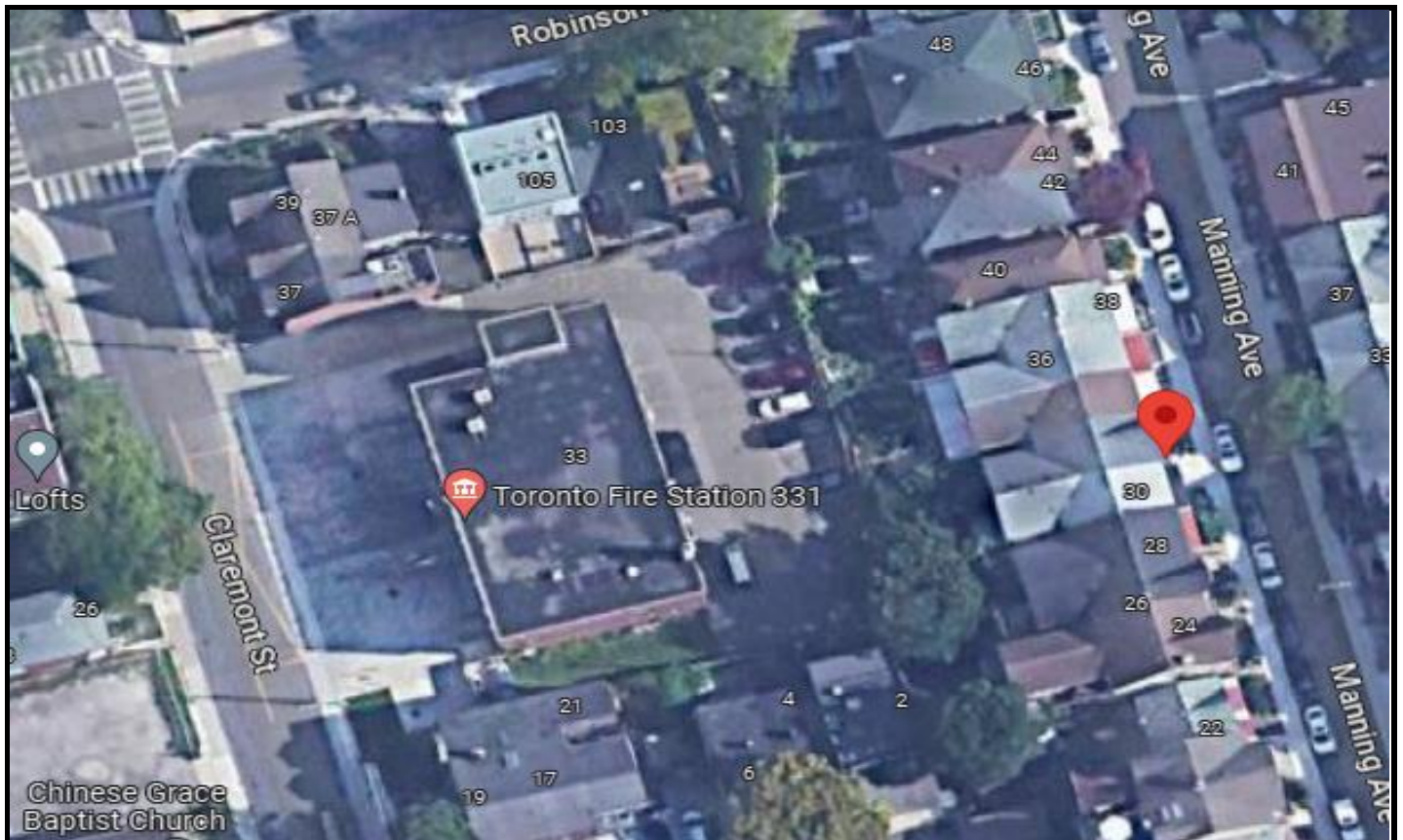
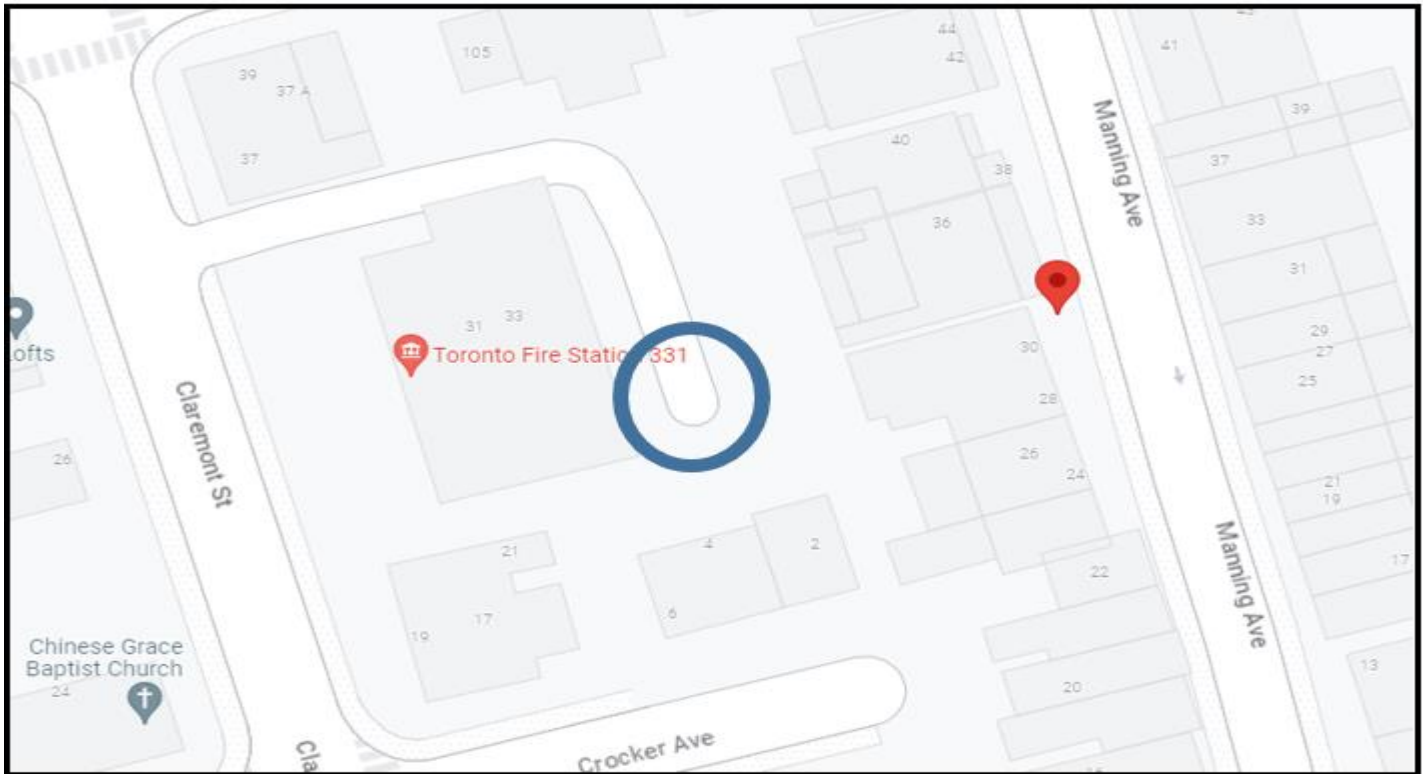
Early Termination: The City shall be permitted to immediately terminate the Licence without any prior notice or cure period upon any default by the Licensee.

Restoration: Prior to the expiry of the Term, the Licensee shall replace the fence posts and fully restore the Licensed Area to its condition immediately prior to the Licensee's use at the Licensee's sole cost and expense, all to the satisfaction of the City.

Indemnity and Release: The Licensee shall indemnify and save the City harmless from and against any and all manner of actions, claims, charges, costs, damages, demands, expenses, losses and any other proceedings whatsoever (including but not limited to those under or in connection with the *Workplace Safety and Insurance Act, 1997* or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, contractors or property of the City and/or the Licensee) directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupancy or use of the Licensed Area or any operation or work or any fixtures or chattels thereon;

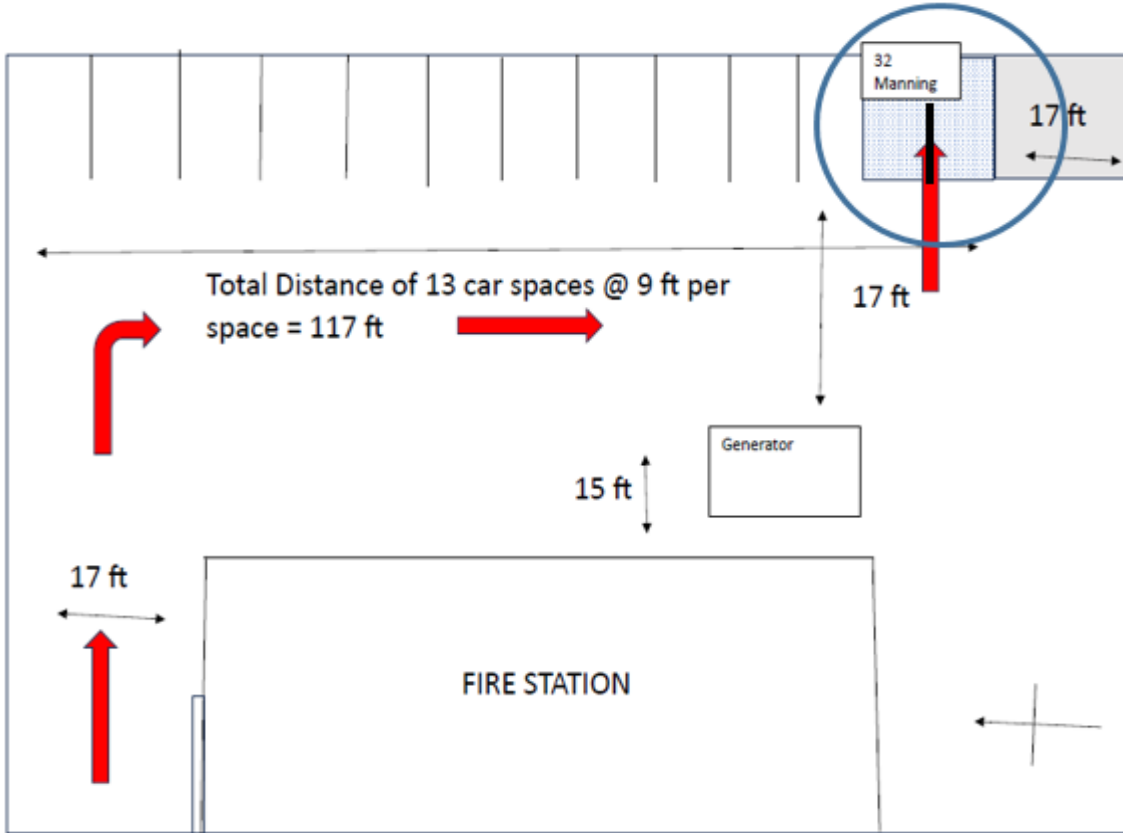
Independent Legal Advice: The Licensee acknowledges that the City, its officials, employees, agents, and other authorized representatives have not represented and do not represent the legal interests of the Licensee and do not provide and have not provided any legal advice to the Licensee. The Licensee acknowledges that the Licensee's interests can only be fully and properly protected if the Licensee obtains independent legal advice and the City encourages the Licensee to do so.

APPENDIX "B" Location Map



APPENDIX "C" Licensed Area/ Panel removal

Sketch 1



Sketch 2

