

DELEGATED APPROVAL FORM

DIRECTOR, REAL ESTATE SERVICES

MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-269

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

Prepared By:	Jennifer Kowalski	Division:	Corporate Real Estate Management
Date Prepared:	October 28, 2024	Phone No.:	(416) 392-7290
Purpose	To obtain authority to enter into a licence agreement with Toronto District School Board (the "Licensor") with respect to the property municipally known as 43 Millwood Rd., Toronto for the purpose of a crane swing licence (the Licence Agreement").		
Property	The property municipally known as 43 Millwood Rd, Toronto, legally described as LT 22 PL 284 Toronto; LT 1-6, 12-18 PL 1372 Toronto; PT LT 23 PL 284 Toronto; PT LT 7 PL 1372 Toronto as in TY1262, TN3934, EN98930, EN89088, EN88226, EN88204, EN87882, EN87757, EN87756, EN87363, EN86940, EN89163, EN89162, EN88405, EN88155, EN87965, EN87941, EN87795, EN87793, EN87776, EN87630, EN88437 & EN88154 & Parts 1, 2 & 4 Expro PL EN99118; city of Toronto subject to an easement over part 1, 2, 3, 4 & 5, 66R32032 in favour of part lot 7, plan 1372 Toronto, as in CA648992 as in AT6562993, city of Toronto, being PIN 21124-0255(LT) and PT LT 23 PL 284 Toronto as in TN2756; City of Toronto, being PIN 21124-0414(LT) (the "property"), as shown on the location map in appendix "B" and licensed area highlighted in dark blue as shown in appendix "C".		
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensor, 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	<p>Licensor is not charging a licence fee. City will be responsible to pay reasonable costs related to the use of the Licensed Area, up to a maximum amount of \$40,000, including, but not limited to: legal and consultants' costs, security services costs related to student safety, and operating costs which the Licensor has incurred or will incur in connection with this Agreement.</p> <p>Funding is available in Parks, Forest and Recreation's 2024-2033 capital budget and plan under CPR120-52-01</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	<p>City is constructing a Community and Aquatic Centre and has requested to encroach over the Licensor's land with a crane swing within the Licensed Area.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>		
Terms	See Appendix "A"		
Property Details	Ward:	Toronto-St. Paul's	
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	977 m ² ± (10,516.3 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/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 & 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 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 checked="" 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/REOs.</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:	Josh Matlow	Councillor:	
Contact Name:	Andrew Athanasia	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <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:	Concurs	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks Forestry and Recreation	Division:	Financial Planning
Contact Name:	James Cho	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	Concurs

Legal Services Division Contact

Contact Name: Amna Shakil

DAF Tracking No.: 2024-269	Date	Signature
Concurred with by: Manager, Real Estate Services Niall Robertson	October 31, 2024	Signed by Niall Robertson
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski	October 31, 2024	Signed by Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"

Major Terms and Conditions

Licensed Area:

The Licensed Area shall be limited solely to that part of the airspace within the footprint delineated on the sketch affixed hereto in Schedule "C", and at such minimum height above ground level as shall be safe and in accordance with good engineering practices.

Licence Fee:

Nominal

Other Costs:

Costs related to the use of the Licensed Area, up to a maximum amount of \$40,000, including, but not limited to legal and consultants' costs, security services costs related to student safety, and operating costs which the Licensor has incurred or will incur in connection with this Agreement.

Term:

365 days commencing on November 1, 2024 (the "Commencement Date") and expiring on October 31, 2025

Insurance:

Commercial general liability insurance or wrap up insurance with limits not less than \$25,000,000 per occurrence, which shall include coverage for bodily injury (including death), personal injury and property damage, contractual liability, owned, non-owned and leased automobile liability, employers liability, completed operations, sudden and accidental pollution liability, cross liability and severability of interest clause arising out of or in connection with the Licensee, its Representatives or anyone permitted by the Licensee to use the TDSB Lands and the Licensed Area.

Other Terms:

The City covenants and agrees that when the Crane is not in use, the boom of the Crane will be left positioned over the Project site and not the TDSB Lands; however, it is acknowledged that the Crane, weathervane and boom may swing over the TDSB Lands due to wind conditions;

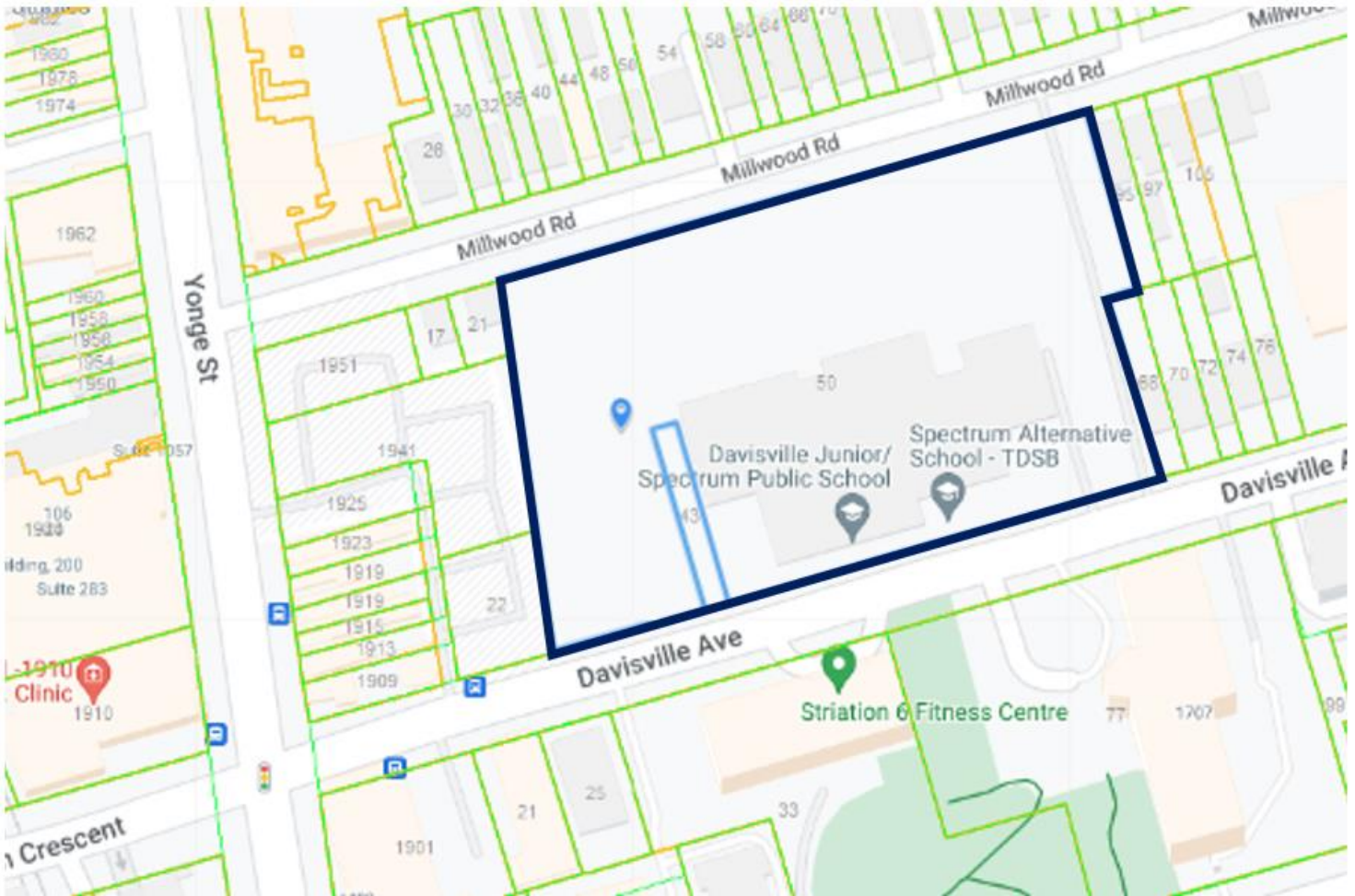
The City covenants and agrees that at all times when the Crane is not in use, the hoisting hook will be positioned on the boom such that the hoisting hook will not swing above or over the TDSB Lands;

The City acknowledges that the temporary Crane swing rights granted by TDSB pursuant to this Agreement only relate to the boom of the Crane, and do not permit the Crane to carry loads over the TDSB Lands;

Appendix "B"

Location Map

Outlined in Dark Blue



Appendix "C"

Licensed Area

Sketch of crane swing encroachment shown in dark blue

