

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

**TRACKING NO.: 2024-288**

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

Prepared By:	Joanna Mysak	Division:	Corporate Real Estate Management
Date Prepared:	December 18, 2024	Phone No.:	416-338-0405

**Purpose** To obtain authority to enter into a licence agreement with 2195224 Ontario Inc. (the "Licensee") with respect to the property municipally known as 68 East Liberty Street, Toronto for the purpose of access, construction staging and storage of related construction equipment (the "Licence Agreement").

**Property** Portions of the property municipally known as 68 East Liberty Street, Toronto, being part of PIN 21299-0062 (LT) and shown as Parcels 1, 2 & 3 on the Location Map & Sketch in Appendix "B" (the "Licensed Area").

**Actions** 1. Authority be granted to enter into the Licence 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 receive total revenues of \$39,916.16 (plus HST and applicable taxes) over the term of the Licence Agreement.

Parcel	Annual Rate	PSF Rate	Number of Days	Total for the Term
(a) Parcel 1: June 5 <sup>th</sup> , 2023 to November 30, 2024;	(a) Parcel 1: \$24,000.00 per annum, plus HST;	\$ 65.75	545	\$ 35,835.62
(b) Parcel 2: June 5, 2023 to November 30, 2024; and	(b) Parcel 2: \$2,200.00 per annum, plus HST; and	\$ 6.03	545	\$ 3,284.93
(c) Parcel 3: December 4, 2023 to November 30, 2024.	(c) Parcel 3: \$800.00 per annum, plus HST.	\$ 2.19	363	\$ 795.62
<b>Total</b>				<b>\$ 39,916.16</b>

Revenue will be directed to the 2024 Operating Budget submission for Parks Forestry and Recreation (PFR) under cost center P00147, and will be included in future year operating budget submissions, for Council consideration.

The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

**Comments** By a lease dated the 1<sup>st</sup> day of January, 2011, the City leased to 863880 Ontario Limited (the "Tenant") part of the property at 68 East Liberty Street which include the building known as the Prison Chapel (the "Leased Premises") for a term of ninety-nine (99) years commencing on January 1, 2017 (the "Lease"). The Tenant subleased the Leased Premises to the Licensee by a sublease dated January 1, 2011 to which Sublease the City consented.

The Licensee has requested that the City enter into the Licence Agreement to provide additional lands from which the Licensee will perform renovations, repair and maintenance to the Prison Chapel building. Approximately 3,370 square feet will be used for the purposes of access, construction staging and storage of related construction equipment.

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.

**Terms** See Appendix "A".

<b>Property Details</b>	<b>Ward:</b>	Ward 10, Spadina–Fort York
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	3,370 square feet
	<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/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 &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/REOIs.</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 (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:	Deputy Mayor Ausma Malik	Councillor:	
Contact Name:		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:	Consulted	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	PFR	Division:	<b>Financial Planning</b>
Contact Name:	Alex Deighan	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	Approved

**Legal Services Division Contact**

Contact Name: Jennifer Davidson

DAF Tracking No.: 2024-288	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services</b> Leila Valenzuela <input type="checkbox"/> Approved by:	Dec. 18, 2024	Signed by Leila Valenzuela
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services</b> Alison Folosea	Dec. 18, 2024	Signed by Alison Folosea

## Appendix "A"

### Major Terms and Conditions

**Licensed Area:** Approximately 3,370 square feet as follows:

- (a) Parcel 1: 3,000 square feet;
- (b) Parcel 2: 270 square feet; and
- (c) Parcel 3: 100 square feet.

**Licence Fee:** The Licensee shall pay to the City the following fees in relation to the Licensed Area:

- (a) Parcel 1: \$24,000.00 per annum, plus HST;
- (b) Parcel 2: \$2,200.00 per annum, plus HST; and
- (c) Parcel 3: \$800.00 per annum, plus HST.

**Term:** The term of the *Licence* for the following periods shall be as follows:

- (a) Parcel 1: June 5<sup>th</sup>, 2023 to November 30, 2024;
- (b) Parcel 2: June 5, 2023 to November 30, 2024; and
- (c) Parcel 3: December 4, 2023 to November 30, 2024.

**Options to Renew:** The Licensee shall have the option to extend monthly for a total maximum of 6 months, if and only if it is not in default of any of the covenants of the Licence Agreement and it provides the City a minimum fourteen (14) days written notice in advance of each subsequent extended Termination Date.

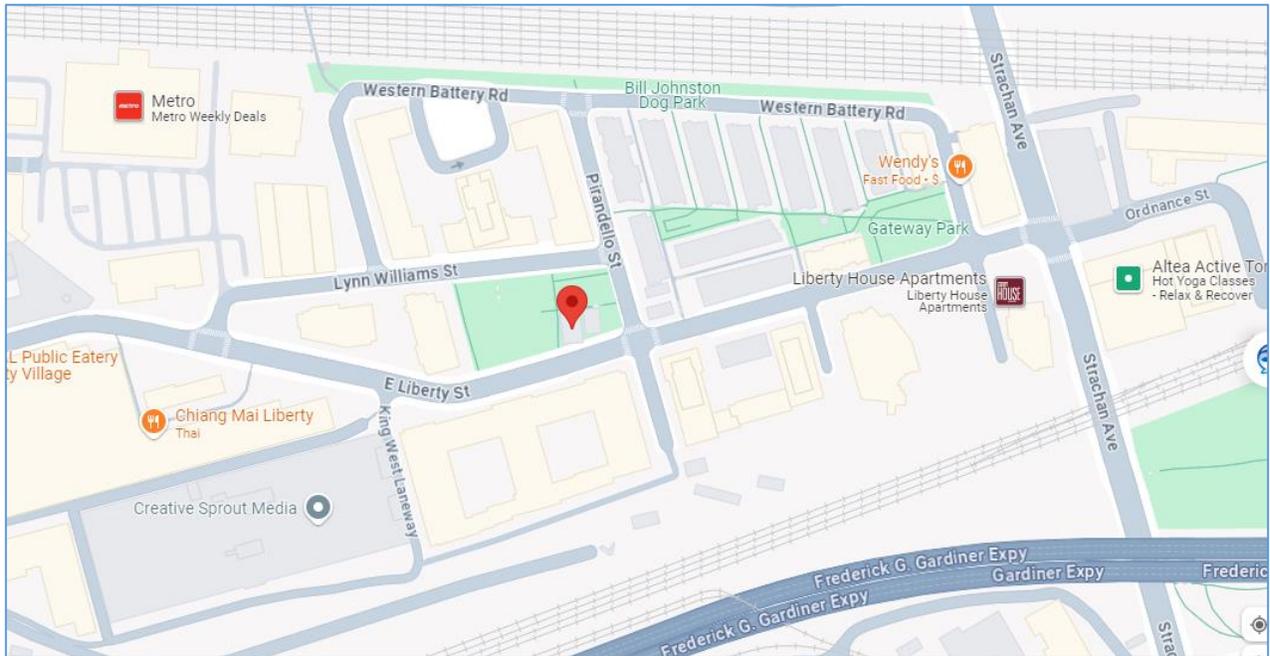
**Use:** The Licensee shall use the Licensed Area on a non-exclusive basis for the purposes of access, construction staging, including scaffolding, and materials, and storage of related construction equipment together with the parking of contractor and contractor passenger vehicles.

**Insurance:** The Licensee confirms having purchased and maintained, at its sole cost and expense, commencing as of the date of the Licensee's occupation of the Licensed Area, Commercial General Liability Insurance which has inclusive limits of not less than \$5,000,000.00 per occurrence, Contractor's Pollution Liability with a minimal limit of \$1,000,000.00 and Standard Automobile Liability coverage with a limit of at least \$2,000,000.00 for all licensed motorized vehicles used on the Licensed Area.

**Early Termination:** At any time during the Term and any extension thereof, the Licensee and the City shall each have the right to terminate the Licence Agreement, in their respective sole discretion, upon giving written notice of at least thirty (30) days.

# Appendix "B"

## Location Map & Sketch



**ATTACHMENT TO 70 EAST LIBERTY STREET (THE CHAPEL) IN SUPPORT OF ITS CONSTRUCTION LICENCE AGREEMENT TO PROVIDE FOR RTM CONSTRUCTION STAGING AREAS THAT EXTEND BEYOND THE DEFINED CHAPEL ACCESS/LANDS AS PER ITS LEASE WITH THE CITY OF TORONTO**

