

**DELEGATED APPROVAL FORM  
CHIEF CORPORATE OFFICER  
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-025

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "**Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on May 11 and 12, 2010. City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010 as amended by GM24.9 entitled "**Minor Amendments to Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on October 8, 9, 10 and 11, 2013, as amended by DAF 2013-307 and DAF 2014-087. City Council confirmatory By-Law No. 1234-2013.
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "**Union Station Revitalization Implementation and Head Lessee Selection**" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Sean Shahi / Rohan Dove	Division:	Real Estate Services
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Date Prepared:	December 12 2016	Phone No:	416-338-2745
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**Purpose**  
To obtain authority to allow the City as Licensee to enter into a License Agreement (the "**Agreement**") with St. John's Evangelical Lutheran Latvian Church of Toronto (the "**Licensor**"), located at 200 Balmoral Avenue, for non-exclusive space including the large hall (2380 sq. ft), the Kitchen (320 sq. ft) with supervised accessed to adjoining washrooms (the "**Licensed Area**"), in order to allow Brown Community Centre to continue to provide community recreation programs within the subject property.

**Property**  
Lands municipally known as 200 Balmoral Avenue, Toronto, ON ("**the Premises**")  
PT BLK A, PL 826, Avenue Hill, City of Toronto  
PIN: 21221-0191 (LT)

- Actions**
- (1) authority be granted to enter into a License Agreement with the Licensor for the use of space within the aforementioned property for the three (3) year period commencing January 1, 2015 and ending on December 31, 2017 subject to the terms and conditions outlined on page 4 of this form and on such other terms in (the "**Agreement**") as may be satisfactory to the Chief Corporate Officer and in a form acceptable to the City Solicitor.
  - (2) the Chief Corporate Officer or designate shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at any time, refer consideration of such matter to City Council for its determination and direction;
  - (3) the appropriate City Officials be authorized and directed to take whatever action is necessary to give effect thereto.

**Financial Impact**  
Net cost to the City will be approximately \$13,500 annually for the term. \$40,500 for the full term. The License Fees will remain at a rate of \$45 per class for the three (3) year period. Funding is available in the 2016 Council Approved Operating Budget for Parks, Forestry and Recreation and is included in the 2017 Operating Budget and will be included in future budgets or the balance of the term.

Period	Amount
Jan. 1, 2015 to Dec. 31,2015	\$13,500.00
Jan. 1, 2016 to Dec. 31,2016	\$13,500.00
Jan. 1, 2017 to Dec. 31,2017	\$13,500.00

Estimated non-recoverable cost per year is \$13,500.  
Estimated non-recoverable cost for the full term is \$40,500.

There is no HST as Licensor is a church.  
The cost is split between 2 cost centres, which are:

- P06746 BROWN CC-PRGM SUPPORT
- P07394 BROWN-FITNESS

**Comments**  
The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Parks, Forestry and Recreation have been offering recreation programs at the St. John's Evangelical Lutheran Latvian Church under a license agreement for the past three (3) years, Jan 1, 2012 – Dec 31, 2014. A new Licence Agreement is required in order to allow Brown Community Centre to continue to provide seniors, adults and summer camp programming due to a reduction in permit space from the TDSB at Brown Public School. The proximity of the Licensed Premises to Brown Community Centre allows staff to utilize this much needed programming space. The Church continues to be a willing partner with the City ensuring that this community continues to be offered a wide variety of programming such as fitness and line dancing classes from this location.

**Terms**  
See page 4 for more details.

<b>Property Details</b>	<b>Ward:</b>	22 – St. Paul's
	<b>Assessment Roll No.:</b>	190405432002300
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	2700 Sq. Ft.
	<b>Other Information:</b>	Large Hall, use of adjoining Kitchen Facilities

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to a more senior position.</b>	<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 \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
	<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"/> (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 checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<b>Delegated to a less senior position.</b>
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<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/Estoppels/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.	<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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:**

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

**Chief Corporate Officer also has approval authority for:**

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)															
Councillor:	Josh Matlow					Councillor:									
Contact Name:	Andrew Athanasiu					Contact Name:									
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Approved.					Comments:									
Consultation with ABCDs															
Division:	Parks, Forestry & Recreation					Division:	Financial Planning								
Contact Name:	Ryan Glenn					Contact Name:	Filisha Mohammed								
Comments:	Approved.					Comments:	Approved.								
Legal Division Contact															
Contact Name:	Lisa Strucken														
DAF Tracking No.: 2017-025					Date		Signature								
Recommended by:	Manager – Wayne Duong				Jan/25/2017		Sgd.\ Wayne Duong								
<input type="checkbox"/>	<b>Recommended by: Director of Real Estate Services</b>				Feb/6/2017		Sgd.\ Joe Casali								
<input checked="" type="checkbox"/>	<b>Approved by: Joe Casali</b>														
<input type="checkbox"/>	<b>Approved by: Chief Corporate Officer</b>						X								
<input type="checkbox"/>	<b>Approved by: Josie Scioli</b>														

**General Conditions (“GC”)**

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** leases (City as Landlord) but not licenses (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, save and except for residential leasing matters and .
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant’s rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor’s prior “Approval as to Form”.
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.

## 200 Balmoral Avenue Major Terms and Conditions

**Licensor:**

St. John's Evangelical Latvian Lutheran Church

**Licensee:**

City of Toronto

**Address:**

200 Balmoral Avenue, Toronto, ON, M4V 1J6

**Term:**

Three (3) years with St. John's Evangelical Latvian Lutheran Church, for the Licensed Areas located at 200 Balmoral Avenue commencing January 1, 2015 and ending on December 31, 2017.

If the Licensee shall continue to use the Licensed Area following the expiry of the term set out above, such use shall be on the same terms and conditions as are contained herein, provided that the Licensor shall have the right, upon 30 days notice to the Licensee, to terminate this agreement.

**Net Rent/Licence Fee:**

Period	Amount
Jan. 1, 2015 to Dec. 31,2015	\$13,500.00
Jan. 1, 2016 to Dec. 31,2016	\$13,500.00
Jan. 1, 2017 to Dec. 31,2017	\$13,500.00

**Early Termination:**

The Licensee shall have the right, at any time, upon 14 days notice to the Licensor, to terminate this agreement without any further obligation to pay the Licence Fee pursuant to section two (2) of the Agreement. The Licensor shall have the right, at any time, upon 90 days notice to the Licensee to terminate this agreement.

**Permitted Uses:**

Permitted use is as specified in Schedule "A" of the Agreement.

**Insurance:**

The Licensee shall obtain and carry (a) "all risks" direct damage insurance covering all property of the Licensee (including without limitation personal property and fixed property which might otherwise constitute improvements to the Licensed Areas), in an amount equal to full replacement value; (b) commercial general liability insurance against claims for personal injury, death or property damage arising out of all operations of the Licensee or any of its agents, employees, contractors or persons for whom the Licensee is at law responsible, in amounts as required by the Licensor but in no event less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence, and shall include the Licensor as an additional insured; and (c) any other coverage that the Licensor may reasonably request. All such insurance shall be on such terms and with such insurers as are approved by the Licensor, acting reasonably, and shall include a clause requiring that at least 30 days notice be given to the Licensor of any cancellation or material change in coverage. The Licensee shall promptly deliver to the Licensor copies of all such insurance policies or certificates of insurance and renewal, evidencing such insurance coverage.

**Property Taxes and Utilities:** The property is exempt from realty taxes. Utilities are included in the Licence Fees.

**Capital Repair and Maintenance**

The Licensee agrees to forthwith make all repairs and/or replacements to the Licensed Areas arising from or caused by the operations of the Licensee or those for whom it is at law responsible.

# Location Maps

