

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

TRACKING NO.: 2018-232

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Rohan Dove	Division:	Parks, Forestry and Recreation
Date Prepared:	May 23, 2018	Phone No.:	416-392-3891

Purpose	To obtain authority to allow the City as a Licensee to enter into a Licence Agreement (the "Agreement") with Groove School of Dance Inc. (the "Licensor"), in order to allow North Toronto Community Centre to relocate recreation programs due to construction.
Property	491 Eglinton Avenue West, Suite 400, Toronto
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into a Licence Agreement with Groove School of Dance Inc. for the use of space within the aforementioned property for the period commencing April 1, 2018 and ending on March 31, 2019 subject to the terms and conditions outlined on page 4 of this form and on such other terms as may be satisfactory to the Deputy City Manager, Internal Corporate Services and in a form acceptable to the City Solicitor; 2. The Manager of Real Estate Services shall administer and manage the Agreement, including the provision of any consents, approvals, waiver, notices and notice of termination provided that the Deputy City Manager, Internal Corporate Services may, at any time, refer consideration of such matters (including their content) to City Council for its determination and direction; and, 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The total cost to the City is \$14,277 inclusive of HST. Funding is available in the 2018 Council Approved Operating Budget for Parks, Forestry and Recreation under cost center #P10322.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	North Toronto Memorial Community Centre is currently under construction and Parks, Forestry and Recreation requires an alternate facility for its community recreation programs and Groove School of Dance Inc. has agreed to provide space to allow for the relocation for the one year term.
Terms	[For additional space, use page 4]

Property Details	Ward:	Ward 16 – Eglinton - Lawrence
	Assessment Roll No.:	N/A
	Approximate Size:	N/A
	Approximate Area:	N/A
	Other Information:	Non-exclusive use of multiple rooms

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<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 \$50,000.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 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.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
	Delegated to a more senior position.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	Delegated to a more senior position.	<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/Caution
		<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. 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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager 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 Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)

Councillor:	Christin Carmichael-Greb	Councillor:	
Contact Name:	Brodie Ferguson	Contact Name:	
Contacted by:	Phone x E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other
Comments:	No objection	Comments:	
Consultation with Divisions and/or Agencies			
Division:	Park, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Michael Ellison	Contact Name:	Patricia Libardo
Comments:	No objection	Comments:	No objection
Legal Division Contact			
Contact Name:	Jasmine Stein		

DAF Tracking No.: 2018-232	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services, Tim Park	July/12/2018	Sgd.\Tim Park
<input checked="" type="checkbox"/> Approved by: Manager, Real Estate Services, Nick Simos	July/16/2018	Sqd.\ Nick Simos
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	July/17/2018	Sgd.\ David Jollimore

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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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 Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.

Schedule "A" Terms and Conditions

Licensor: Groove School of Dance Inc.

Licensee: City of Toronto

Property: 491 Eglinton Avenue West, Suite 400, Toronto

Term: One (1) year Licence Agreement commencing on April 1, 2018 and expiring March 31, 2019.

Cost Centre P10322:

Schedule and Estimated Licence Fees:

Period 1 --- April, 2018 to June 2018 inclusive	\$3,022.75
Period 2 --- July 2018 to August 2018 inclusive	\$6,056.80
Period 3 --- September 2018 to December 2018 inclusive	\$3,022.75
Period 4 --- January 2019 to March 2019 inclusive	\$2,175.25

Fiscal Year	2018	2019
Basic Rent (Before HST)	12,102	2,175
Additional Rent (Before HST)	-	-
Total Including HST (for Lease Out)		
Total Before HST (for Lease In)	12,102	2,175
Total Net of HST Recovery (for Lease in)	12,102	2,175

Early Termination: The Licensee shall have the right, at any time, upon 14 days written notice to the Licensor, to terminate this agreement without any further obligation to pay the license fee. The Licensor shall have the right, at any time, upon 90 days written notice to the Licensee, to terminate this agreement.

Permitted Use: The Licensee is allowed use of the Dance Studio A, Dance Studio B and Dance Studio C.

- 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 Area), 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 deliver to the Licensor a certificate of insurance evidencing such insurance coverage upon request.

Utilities: Utilities charges are included in the License Fees.

Property Taxes: N/A

Proviso: The Licensee and the Licensor will agree to a set scheduled use of the Licensed Areas prior to each recreation programming period. The Licensor, at its sole discretion, reserves the right, if and when necessary, to cancel access to the facilities, with 30 days' notice, due to use requirements of the Licensor. The Licensee shall be invoiced by the Licensor solely based on the hours used.

Repairs 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.

Schedule "B" Location Map Groove School of Dance

491 Eglinton Avenue West

