

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

TRACKING NO.: 2018-350

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Rohan Dove/Daran Somas	Division:	Parks, Forestry & Recreation / Real Estate Services
Date Prepared:	October 29, 2018	Phone No.:	416 398 0638 / 416 397 7671

Purpose	To obtain authority to allow the City as a Licensee to enter into a Licence Agreement (the "Agreement") with Romanian Baptist Church of Toronto (the "Licensor"), in order to allow Broadlands Community Centre to relocate recreation programs temporarily due to construction.
Property	36 Broadlands Boulevard, Toronto, Ontario, M3A 1J3
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a Licence Agreement with Romanian Baptist Church of Toronto for the use of space within the aforementioned property for the period commencing November 5, 2018 and ending on May 24, 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 Chief Corporate Officer and in a form acceptable to the City Solicitor; and The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>Net cost to the City will be approximately \$29,918.50 for the Term. The License Fees will be at a rate of \$53 per hour for Term. Funding is available in the 2018 Council Approved Capital Budget and Plan for Park, Forestry and Recreation's under project CPR123-48-01.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	Broadlands Community Centre located 19 Castlegrove Blvd, is scheduled for construction commencing November 2018 and Parks, Forestry and Recreation requires an alternate facility for some of its community recreation programs. Romanian Baptist Church of Toronto has agreed to provide licensed space to allow for the relocation of certain Parks, Forestry and Recreation's community recreation programs until May 24, 2019. City staff will have access to the common areas of the building totaling 1,163 sq.ft and the main room in the basement totaling 1,332 sq.ft.
Terms	See page 4 for a list of Terms and Conditions.

Property Details	Ward:	34 – Don Valley East
	Assessment Roll No.:	
	Approximate Size:	N/A
	Approximate Area:	N/A
	Other Information:	

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/REOs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
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"/> (b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	<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 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.
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. Delegated to a more senior position.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <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:	Councillor Minnan-Wong					Councillor:			
Contact Name:						Contact Name:			
Contacted by:	<input checked="" type="checkbox"/>	Phone	<input type="checkbox"/>	E-Mail	<input type="checkbox"/>	Memo	<input type="checkbox"/>	Other	
Comments:	Consent					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Parks, Forestry & Recreation					Division:	Financial Planning		
Contact Name:	Joanna Swietlik					Contact Name:	Patricia Libardo		
Comments:	Consent					Comments:	Consent		
Legal Division Contact									
Contact Name:	Jasmine Stein								

DAF Tracking No.: 2018 - 350	Date	Signature
Recommended by: Acting Manager, Real Estate Services Daran Somas	Nov. 2, 2018	Signed by Daran Somas
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Nick Simos	Nov. 2, 2018	Signed by Nick Simos
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Tim Park		X

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.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Major Terms & Conditions

Licensor: Romanian Baptist Church of Toronto

Licensee: City of Toronto

Property: Common areas of the building and the main room within the basement of 36 Broadlands Boulevard, Toronto, Ontario, M3A 1J3

Term: Licence Agreement commencing on November 5, 2018 and expiring May 24, 2019.

Schedule:

Fall Schedule	Mondays	Tuesday	Wednesday	Thursday	Friday
November 5 to December 10	1:00 pm - 3:30 pm	1:00 pm - 3:30 pm & 6:00 pm - 9:30 pm	9:00 am - 11:00 am & 1:00 pm - 3:30 pm	9:00 am - 11:00 am & 1:00 pm - 3:30 pm	9:00 am - 11:30 am & 1:00 pm - 4:00 pm
Exceptions	None	None	None	None	None

Winter/Spring Schedule	Mondays	Tuesday	Wednesday	Thursday	Friday
January 7th to May 24	1:00 pm - 3:30 pm	1:00 pm - 3:30 pm & 6:00 pm - 9:30 pm	9:00 am - 11:00 am & 1:00 pm - 3:30 pm	9:00 am - 11:00 am & 1:00 pm - 3:30 pm	9:00 am - 11:30 am & 1:00 pm - 4:00 pm
Exceptions	February 18, April 22 and May 20	None	None	None	April 19

License Fee:

At \$53/per hour

Year	Net Licence Fee
2018	\$6,227.50
2019	\$23,691.00
Total	\$29,918.50

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 Basement Main Room hallways and washrooms.

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 upon request.

Realty Taxes & Utilities: The property is exempt from realty taxes & utilities are included in the License Fees.

Property Taxes: N/A

Provision: 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.

Location Map
Romanian Baptist Church of Toronto
36 Broadlands Boulevard

