

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

**TRACKING NO.: 2019-241**

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:	Brian Majcenic / Patricia Chen	Division:	Real Estate Services
Date Prepared:	December 12 <sup>th</sup> , 2019	Phone No.:	416-392-1485 / 416-338-3583

<b>Purpose</b>	To obtain authority to enter into a license agreement (the "Agreement") with St. George's (Islington) Church Nursery School Inc. (formerly Kingsway Etobicoke School Corporation), operating as Kingsway College School (the "Licensee"), for the use of the sports field at Humbertown Park for physical education classes and recesses.
<b>Property</b>	Part of Humbertown Park municipally known as 7 Wimbledon Road, City of Toronto, legally described as Part of PT LT 12, PL 1259, as in EB255840; Etobicoke, City of Toronto, being part of PIN 07484-0103, as shown delineated in red on Schedule "A" (the "Licensed Area")
<b>Actions</b>	1. Authority be granted to enter into the Agreement substantially on the terms and conditions outlined herein, and any such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Corporate Services, or his/her designate (the "DCM") and in a form acceptable to the City Solicitor.
<b>Financial Impact</b>	The net revenue to the City will be \$7,500 for the first year of the term. The annual rate shall be increased by 2% each year. The guaranteed net revenue to the City over the entire term is \$129,700.63.  The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.
<b>Comments</b>	In January 2010, the City of Toronto entered into a license agreement with the Licensee for a term of three (3) years for the use of the sports field at Humbertown Park for student recesses, physical education classes and other school activities.  In January 2013, the City of Toronto entered into a license agreement with the Licensee for a further term of five (5) years for the use of the sports field at Humbertown Park for student recesses, physical education classes and other school activities.  By way of adoption of PE18.3, City Council at its meeting on April 26, 27 and 28, 2017 authorized the General Manager, Parks, Forestry and Recreation to accept an in-kind donation of park refurbishments valued up to \$1 million from the Licensee.  By way of adoption of MM38.20, City Council at its meeting on March 26 and 27, 2018 authorized the General Manager, Parks, Forestry and Recreation to accept the additional in-kind donation of up to \$1 million from the Licensee for the Humbertown Park revitalization project, for a total in-kind donation of up to \$2 million.  The Licensee has approached the City for a new license agreement with a term of fifteen (15) years. The term shall commence on September 1, 2018 and expire on August 31, 2033. The Licensee shall have exclusive use of the sports field between the hours of 8:00 AM to 5:00 PM from Monday to Friday, excluding all public holidays, during the period from September 1 <sup>st</sup> to June 30 <sup>th</sup> in each year. The Licensed Area must be vacated before and after these times. The City shall be responsible for maintenance of the Licensed Area.
<b>Terms</b>	See page 4 for Major Terms and Conditions

<b>Property Details</b>	<b>Ward:</b>	2 – Etobicoke Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	3,700 m <sup>2</sup>
	<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>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</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 a more senior position.</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 a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</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"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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>
<p><b>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b></p>		
<ul style="list-style-type: none"> <li>• Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>		
<p><b>Director, Real Estate Services also has signing authority on behalf of the City for:</b></p>		
<ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Corporate Services and any related documents.</li> </ul>		

Consultation with Councillor(s)					
Councillor:	Stephen Holyday			Councillor:	
Contact Name:	Amelia Ter Brugge			Contact Name:	
Contacted by:	<input checked="" type="checkbox"/> Phone	<input checked="" type="checkbox"/> E-Mail	<input type="checkbox"/> Memo	<input type="checkbox"/> Other	
Comments:	No objection – October 23 <sup>rd</sup> , 2019			Comments:	
Consultation with Divisions and/or Agencies					
Division:	Financial Planning			Division:	
Contact Name:	Filisha Jenkins			Contact Name:	
Comments:	No objection – September 19 <sup>th</sup> , 2019			Comments:	
Legal Division Contact					
Contact Name:	Lisa Strucken / Gloria Lee				

DAF Tracking No.: 2019-241	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Acting Manager, Real Estate Services Daran Somas	Dec. 13, 2019	Signed by Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Acting Director, Real Estate Services Nick Simos	Dec. 19, 2019	Signed by Nick Simos

#### 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, 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 50M<sup>2</sup> 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").

## DAF 2019-241 – Major Terms and Conditions:

Owner:	City of Toronto
Licensee:	St. George's (Islington) Church Nursery School Inc, operating as Kingsway College School
Licensed Area:	Approximately 3,700 square metres as shown under Schedule "A"
License Fee:	<p>\$7,500 plus HST for the first year and increasing at a rate of 2% per year thereafter, as follows:</p> <p>Year 1: \$7,500.00 plus HST  Year 2: \$7,650.00 plus HST  Year 3: \$7,803.00 plus HST  Year 4: \$7,959.06 plus HST  Year 5: \$8,118.24 plus HST  Year 6: \$8,280.61 plus HST  Year 7: \$8,446.22 plus HST  Year 8: \$8,615.14 plus HST  Year 9: \$8,787.45 plus HST  Year 10: \$8,963.19 plus HST  Year 11: \$9,142.46 plus HST  Year 12: \$9,325.31 plus HST  Year 13: \$9,511.81 plus HST  Year 14: \$9,702.05 plus HST  Year 15: \$9,896.09 plus HST</p>
Term:	15 years
Licence Commencement Date:	September 1, 2018
Licence Expiry:	August 31, 2033
Permitted Use:	Student recesses, physical education classes, and other school-related activities
Operating Hours:	Exclusive use of the Licensed Area between 8:00 AM to 5:00 PM from Monday to Friday, excluding all public holidays, from September 1 <sup>st</sup> to June 30th in each year.
Insurance:	The Licensee shall take out comprehensive general liability insurance of not less than Five Million Dollars (\$5,000,000.00) per occurrence and naming the City as an additional insured
Indemnity:	The Licensee shall at all times indemnify and save harmless the City of and from any and all manner of claims, demands, losses, costs, charges, actions, and other proceedings whatsoever directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's occupation of use of, or any operation in connection with, the Licenced Area or any fixtures or chattels thereon.

# SCHEDULE "A"

## Licensed Area

