

DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2020-313

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

Prepared By:	Elliott Baron	Division:	Corporate Real Estate Management
Date Prepared:	December 15, 2020	Phone No.:	416-338-3207

Purpose	To obtain authority to enter into a Master License Agreement (the "MLA") respecting the indoor use of City of Toronto-owned premises listed herein with the Toronto Catholic District School Board ("TCDSB") to support their required space expansion for the safe return-to-school.
Property	The MLA will include a list of 6 City-owned buildings (the "Properties") requested by the TCDSB, as attached in Appendix "A". The list may be amended from time to time in response to changing COVID-19 requirements.
Actions	1. Authority be granted to enter into the MLA with the TCDSB, substantially on the major terms and conditions set out herein, and including such other or amended terms and conditions as may be deemed appropriate by the Executive Director, Corporate Real Estate Management or Director, Transactions Services and in a form acceptable to the City Solicitor.
Financial Impact	<p>The TCDSB will pay to the City \$470.00 as estimated lost revenue the City will incur from the standard permits that the TCDSB would have renewed in a standard school year prior to the COVID-19 pandemic. This is a cost neutral lease to the City, with the TCDSB taking responsibility for operating costs attributable to the maintenance, repair, administration, management and operation of the Properties.</p> <p>Revenue will be directed to 2020 Council Approved Operating Budget for Parks, Forestry and Recreations under cost center P00255 and cost element 9450.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
Comments	In the Spirit of Partnership during the COVID-19 pandemic, and in accordance with Mayor Tory's offer of access to City facilities and outdoor space to help facilitate school reopening plans, the City has offered the TCDSB the exclusive use of several City-owned facilities. As the TCDSB reviews their requirements, the list of spaces may be amended from time to time and may include partial building premises or entire building premises which will make up the "Licensed Premises". The Licensed Premises within the Properties will allow the TCDSB to meet the guidelines and requirements of Federal, Provincial and Municipal public health officials.
Terms	See Page 4

Property Details	Ward:	All Wards
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	6 properties

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/REOs:</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 & Parks & 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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input checked="" type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.</p> <p><input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:
<ul style="list-style-type: none"> • Documents required to implement matters for which each position also has delegated approval authority. • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. • Expropriation Applications and Notices following Council approval of expropriation. • 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:	Mayor Tory	Councillor:	
Contact Name:	Courtney Glen	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:	No objections – December 4, 2020	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Christina Iacovino-Manager / Rohan Dove-Services Officer	Contact Name:	Patricia Libardo
Comments:	Comments Incorporated – December 7, 2020	Comments:	Comments incorporated – December 8, 2020

Legal Services Division Contact

Contact Name: **Dale Mellor – comments incorporated – December 11, 2020**

DAF Tracking No.: 2020-313	Date	Signature
Recommended by: Manager, Real Estate Services Melanie Hale-Carter	Dec. 16, 2020	Signed by Melanie Hale-Carter
Recommended by: Director, Real Estate Services Alison Folosea	Dec. 21, 2020	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo	Dec. 21, 2020	Signed by Patrick Matozzo
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services Josie Scioli		X

Major Terms and Conditions

1. Term: December 21, 2020 - June 30, 2021;
2. Use: TCDSB shall have the right of exclusive access to the Licensed Premises "as is" between the hours of 8 a.m. and 4 p.m. on Mondays to Fridays for the purposes of operating the TCDSB's Business; the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes, of those portions of the Common Areas intended for common use by licensees, tenants or other occupants of the Properties; the right to request the use of gym space where available and does not interfere with City programming or the programming of other City licensees; and the non-exclusive right to use the Parking Spaces that may be available from time to time on an unassigned basis.
3. Net and Care Free to the City: TCDSB shall cover the equivalent of any lost revenue the City will incur from cancelling pre-existing permits, programs or services to accommodate their use. The TCDSB will also pay to the City \$470.00, payable prior to December 31, 2020, as lost revenue the City will incur from the standard indoor permits that the TCDSB would have renewed in a standard school year prior to the COVID-19 pandemic. For clarity, it is the use of the Properties over and above what would typically occur during a standard school year that will not be charged to the TCDSB. TCDSB shall be responsible for operating costs attributable to the maintenance, repair, administration, management and operation of the Properties.
4. Termination: TCDSB is permitted to terminate the MLA upon giving 30 days' prior written notice;
5. Insurance: TCDSB must obtain sufficient Insurance to the satisfaction of Insurance and Risk Management;
6. Indemnity: TCDSB shall indemnify and save the City and their respective officers, agents, servants, contractors, representatives, employees, elected and appointed officials, successors and assigns harmless from and against any and all manner of actions, claims, charges, costs, damages, demands, expenses, losses and any other proceedings whatsoever made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents, contractors or property of the City and/or the TCDSB) directly or indirectly arising out of, resulting from or sustained as a result of the TCDSB's occupancy or use of the Licensed Premises or in respect of this MLA, save and except to the extent of losses, damages and claims caused by the wilful misconduct or negligence of the City or those for whom the City is in law responsible; the TCDSB shall pay to the City all the City's reasonable legal costs, on a solicitor-and-client basis, of all actions or other proceedings in which the City participates in connection with, or arising out of, any Claim, the obligations of the TCDSB under this MLA or the use or occupation of the Licensed Premises or of the Properties by the TCDSB's representatives.
7. COVID-19 Protocols: TCDSB agrees that during the use of the Properties, TCDSB will comply with the City's terms contained in the "General Declaration for Outdoor Permit Holders during COVID-19", attached hereto as Schedule "B", as may be amended from time to time in accordance with the advice of Federal, Provincial or Municipal public health officials. The City acknowledges that there may be overlap between the terms included in Schedule B and the practices and protocols established by the TCDSB in preparation for the commencement of the school year, such as self-assessment and contact tracing protocols, in which case the TCDSB may provide notice to the City upon the execution of this MLA that such terms will be met through their internal processes.

Schedule A – Indoor Spaces Available for the TCDSB (the “Properties”)

Toronto Catholic District School Board
 Schools Requesting Access to City of Toronto
 Indoor Facilities

School Info		Closest Property		Resolution			
School	Address	Closest Facility	Space Available	School Accommodation	External Tent	Purpose	TCDSB Suggestion
St John Vianney	105 THISTLE DOWN BLVD	Thistletown Community Centre	Room 302: Village Green Room Room 303: Barker Room Room 305: Hall Room Room 307: Ted Hodgson Room	Partial	Yes	Music and Phys. Ed	We can relocate grade 7 and 8 into the 4 available classrooms at Thistledown community Centre. However, we will need to find an alternate space for Physical Education and Music.
St Antoine Daniel	160 FINCH AVE W	Edithvale Community Centre	Art Studio A	Partial	Yes	Music and Phys. Ed	Grade 7 can be placed in the gym and the Grade 8 class can be placed in Edithvale Community Centre. We will need additional spaced for Physical Education and Music.
St Anselm	182 BESSBOROUGH DR	Trace Manes Park Community Centre	Noble Room	Partial	No	Classrooms (refer to suggestion)	20 per class JK to Grade 3. Grade 7 and 8 in Trace Manes Park Community Centre - may need more than 1 room depending on room size (Total Grade 7 and 8 projection is 66), Grade 6 in the Gym. Space will be needed for Music and Phys. Ed- church in adjacent property
St Pius X	71 JANE ST	Swansea Memorial Branch	Public Library Space	Partial	No	Classrooms (refer to suggestion)	To properly accommodate the school population, Grade 6 to 8 need to be relocated Swansea Memorial Branch
Our Lady of Sorrows	32 MONTGOMERY RD	Montgomery's Inn	1 Community Room	Partial	Potential	Music and Phys. Ed	We need space for Music and Physical Education Montgomery Inn
St Jude	3251 WESTON RD	Carmine Stefano Community Centre	Room 209 (Dance Studio) Multi-Purpose Room B Room 206	Partial	No	Classrooms (refer to suggestion)	We will also need to find space somewhere else for Grade 6 to 8 in St. Basil the Great potentially. Grade 7 and 8 can be placed in the gym (adjusted capacity of 176 and projection of 168), while grade 6 can be placed in Carmine Stefano Community Centre). To properly accomodate the entire school at this location, we will need more spaces or 3 large spaces for the 3 different grades.

Schedule B - Declaration for Indoor Permit Holders during COVID-19

I, the Permit Holder, agree that the terms of my permit may be modified based on federal, provincial or municipal legislation or guidelines and the advice of public health officials. I acknowledge and agree to the following measures to help reduce the risk of COVID-19:

- All activities must comply with the physical distancing, limitations on the number of participants at the permitted event and other requirements, recommendations and directions issued by federal, provincial, and municipal government authorities, including public health officials.
- Anyone who is exhibiting symptoms of COVID-19 or has had close contact with a confirmed case cannot participate in the permitting activity.
- Before attending the activity, every participant must do the self-assessment for COVID-19 on the Ontario Ministry of Health website and if they do not pass the assessment they should not attend until they pass the assessment and do not have signs and symptoms of COVID-19. Participants can visit the City's website to determine if further care is required and learn about assessment centres.
- Permit holders should be aware that the risk of severe illness may be higher if you have a weakened immune system. This may be the case for:
 - There is a higher risk for severe illness in people over the age of 60, and those with weakened immunity or underlying health conditions.
 - People with chronic disease such as diabetes, cancer, heart, renal or chronic lung disease
- To protect the health and safety of our communities, Toronto City Council voted unanimously in favour of requiring masks or face coverings in all enclosed public places (which includes Community Centres and Arenas), as of July 7 to help stop the spread of COVID-19. Every person entering a Community Centre or Arena must bring and wear their own their own mask and wear a mask or face covering at all times, unless exempt for the following reasons:
 - Children under the age of two
 - When individuals are partaking in physical activity, however after the activity is over a mask must be put back on immediately
 - Individuals with a medical condition that makes it difficult to wear a mask. This can include but is not limited to:
 - Medical condition, mental health condition, cognitive condition or disability that prevents wearing a mask or face covering
 - Medical condition that makes it difficult to breath or someone who is unconscious or incapacitated
 - People who are hearing impaired, or are communicating with a person who is hearing impaired, and where the ability to see the mouth is essential for communication
 - Individuals, who are unable to put on or remove a mask without assistance
- Anyone who exhibits COVID-19 symptoms while participating in the permitted activity must go home to self-isolate and it is recommended to attend the nearest COVID-19 testing assessment centre to be tested prior to returning to a City facility.
- Permitted facilities may not have all amenities/services available (e.g. water fountains).
- Permit holders must comply with limitations to access to restricted areas such as change rooms and washrooms.

- Participants should arrive for the starting time of the permitted activity and not linger after the permitted activity is over.
- Each permit holder must to the best of their ability maintain a record of participants that could support potential public health contact tracing as needed.
- The Permit holder is responsible for ensuring any equipment being used is properly disinfected before use and during permitted activity. Anything a permit holder brings to the permitted facility must also be disinfected.
- Participants should not be sharing equipment, such as water bottles, towels or sports equipment, before or during the permitted activity.
- Participants must exercise appropriate hygiene including hand washing, avoiding touching other players (e.g. shaking hands, high fives), and avoiding touching their face as much as possible.
- Permit holders should look to sport/activity-specific guidelines developed by provincial and national organizations for guidance in ensuring safe participation in the permitted activities.
- Toronto Public Health recommends not using fans (except ceiling fans which pose less virus transmission risk) except when absolutely necessary. Open windows (to avoid recirculation) in rooms where fans are used wherever possible, and avoid having one fan direct air at more than one person.

Declaration for permit groups using Parks, Forestry & Recreation Facilities

I _____ declare that I have read and understand the Declaration for Permit Holders during COVID-19 that will be attached to my permit or lease for participating in any permit with in a Parks, Forestry & Recreation Facilities. I understand what my responsibilities are and I will adhere to the guidelines.

Printed Name:

Signature:

Date: