

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

TRACKING NO.: 2021-077

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

Prepared By:	Joanna Swietlik	Division:	Corporate Real Estate Management
Date Prepared:	05/10/2021	Phone No.:	(416) 338-0405

Purpose	To obtain authority to enter into a Lease Amending and Renewal Agreement ("Lease Renewal") with Humber College Institute of Technology and Advanced Learning, as landlord, and the City, as tenant, for the lease of a Pool Facility on the lands owned by Humber College Institute of Technology and Advanced Learning at 205 Humber College Boulevard, Toronto.
Property	Lands municipally known as 205 Humber College Blvd., Toronto, ON. PART OF LOTS 32,33 & 34 CON 3 FRONTING THE HUMBER DESIGNATED AS PARTS 1 & 2 ON PLAN 64R12584 SAVE & EXCEPT PART 3 ON PLAN 66R22347; S/T TB784701, ETOBICOKE CITY OF TORONTO Leased Premises (the Pool Facility) is delineated on Schedule "A" attached.
Actions	<ol style="list-style-type: none"> 1. Authority be granted to renew and amend the Lease with Humber College Institute of Technology and Advanced Learning (the "College") for an additional term of five (5) years, commencing January 1, 2021 and ending December 31, 2025 subject to the Terms outlined below and on such other terms as may be satisfactory to the Director, Real Estate Services and in a form acceptable to the City Solicitor. 2. The Director, Real Estate Services, or her designate, shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Director, Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction.
Financial Impact	Total operating impact to the City as a result of this lease amending and renewal agreement is of nominal consideration. The City will continue to pay a nominal rent of \$10.00 per annum and the College will continue to pay the City 12% of the City's Operating Costs as defined in Appendix "A" of the Lease Amending and Renewal Agreement dated January 1, 2016. The City will be responsible for the capital expenditures to the Pool Facility as the College will no longer be required to contribute to such expenses. Funding is included in the Council Approved 2021-2030 Capital Budget and Plan for Parks, Forestry and Recreation The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.
Comments	The Corporation of the City of Etobicoke ("former City") entered into a Development Agreement and a Lease with the College whereby the former City constructed a Pool Facility on the College's property which was then leased to the former City by the College for a Term of 25 years commencing January 1, 1990 and ending on December 31, 2015 net to the College, with the provision that the College would pay to the City, each year, an amount equal to 12% of the total annual operating costs of the Pool Facility (in exchange for hours of use by the College) as well as contribute one-half of any capital expenses of the Pool Facility over \$10,000 to a maximum contribution of \$25,000. The Lease Term was extended by a Lease Renewal and Amending Agreement dated January 1, 2016 for a further Term of 5 years which expired on December 31, 2020 The City wishes to renew the Lease for a further term of 5 years and the College has agreed but has requested the deletion of clause 2.11 of the Lease which requires the College to contribute to the capital expenses of the pool facility. Considering the fact that the College is willing to renew the Lease for nominal rent, Staff consider this request to be fair and reasonable.
Terms	See Page 4

Property Details	Ward:	Ward 1 – Etobicoke North
	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:
<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/REOIs:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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>Delegated to more senior positions.</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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input checked="" 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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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 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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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/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. Director, Real Estate Services and Manager, Real Estate Services 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. • Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).
Director, Real Estate Services also has signing authority on behalf of the City for:
<ul style="list-style-type: none"> • 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 the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Michael Ford	Councillor:	
Contact Name:		Contact Name:	
Contacted by:	Phone <input type="checkbox"/> x E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	Consent (02/22/2021(Comments:	
Consultation with Divisions and/or Agencies			
Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Christina Iacovino	Contact Name:	Patricia Libardo
Comments:	Consent	Comments:	Consent (03/04/2021)
Legal Services Division Contact			
Contact Name:	Michele Desimone		

DAF Tracking No.: 2021-077	Date	Signature
Concurred with by: Manager, Real Estate Services Alex Schuler	June 1, 2021	Signed by Alexander Schuler
<input type="checkbox"/> Recommended by: Manager, Real Estate Services	May 19, 2021	Signed by Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

Leased Premises

That portion of the lands municipally known as 205 Humber College Blvd., Toronto, ON. shown delineated in red on the sketch attached as Schedule "A" hereto.

Lease Extension

For a period of five (5) years, commencing on the 1st day of January, 2021 and expiring on December 31, 2025.

Landlord Operating Fees

Landlord to provide the Tenant with a bi-annual invoices for operating fees for hydro consumption, natural gas consumption and fire alarm maintenance. Tenant to remit payment net thirty (30) upon receipt of invoice.

Capital Costs

Section 2.11 of the Ground Lease to be deleted in its entirety. For clarity, Landlord shall not contribute to any capital expenses of the Pool Facility.

Confirmation

College and City to confirm that the Development Agreement, the Ground Lease and the Renewal and Amending Agreement are in full force and effect, except as modified by Lease Renewal and Amending Agreement dated January 1, 2016 and by the proposed Renewal Agreement.