



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

TRACKING NO.: 2023-137

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

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	June 8, 2023	Phone No.:	416-338-5028

Purpose
 To obtain authority to enter into a Lease Extension and Amending Agreement (the "Agreement"), with Davenport-Perth Neighbourhood and Community Health Centre, on behalf of The Trustees of Olde Davenport United Church (the Landlord), and the City of Toronto (the "Tenant") for a facility utilized as a City operated daycare centre for a further five (5) year term from March 1, 2020 to February 28, 2025

Property
 Approximately 3,564 square feet of rentable area in a portion of the building known municipally as 1900 Davenport Road also known as the Davenport-Perth Neighbourhood and Community Health Centre

Actions
 Authority be granted to extend and amend the existing Lease to the City from the Landlord on the terms and conditions outlined herein and including such other terms as deemed appropriate by the approving authority herein and in a form satisfactory to the City Solicitor.

Financial Impact
 The total cost to the City for the five (5) year Agreement shall be \$217,944.00 net of Harmonized Sales Tax.
 Rent to be remitted to the Landlord for each fiscal year is as follows:
 Over the five (5) year term basic rent will amount to a total cost of \$163,944.00 plus Harmonized Sales Tax.
 Over the five (5) year term additional rent will amount to a total cost of \$54,000.00 plus Harmonized Sales Tax.

Year	Basic Rent			Additional Rent		Total Cost \$ by year	Total \$ Outstanding
	Monthly (Mar-Feb)	Annually	Overhold \$ Owning	Monthly (Mar-Feb)	Annually		
<i>Current Rate</i>	\$2,376.00	\$28,512.00		\$900.00	\$10,800.00		
Year 1 (2020-2021)	\$2,494.80	\$29,937.60	\$1,425.60	\$900.00	\$10,800.00	\$40,737.60	\$1,425.60
Year 2 (2021-2022)	\$2,613.60	\$31,363.20	\$2,851.20	\$900.00	\$10,800.00	\$42,163.20	\$2,851.20
Year 3 (2022-2023)	\$2,732.40	\$32,788.80	\$4,276.80	\$900.00	\$10,800.00	\$43,588.80	\$4,276.80
Year 4 (2023-2024)	\$2,851.20	\$34,214.40	\$356.40	\$900.00	\$10,800.00	\$45,014.40	\$37,868.40
Year 5 (2024-2025)	\$2,970.00	\$35,640.00		\$900.00	\$10,800.00	\$46,440.00	\$46,440.00

Comments
 The total cost over the five (5) year term will come out of Children's Services Budget Cost Centre E1887D. Funding for 2020-2023 is available in the 2023 Approved Operating Budget for Children's Services. Funding requirements for 2024-2025 will be included in the respective years Children's Services Operating Budget submissions
 The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.

Report No. 22, Clause No. 19 of the Metropolitan Toronto Executive Committee was adopted in Council on the 11th day of September, 1984. Under this authority Metropolitan Toronto entered into a Lease dated the 14th of November, 1984, with The Trustees of Olde Davenport United Church, for the establishment and operation of a City operated day care Centre. The original Lease was for a term of five (5) years. Report No. 2 of the Parks, Recreation and Property Committee, adopted on Feb. 15/1989, authorized a renewal, for a term of one year commencing March 1, 1989. The 1989 indenture contained an option to renew for one year commencing March 1, 1990, and the lease was further renewed for a total of 6 times. The most recent Lease extension was authorized through DAF2015-194 and expired on February 28, 2020.

The facility continues to operate as a City run day care facility, although the original demised area of 4,200 square feet is now only 3,564 square feet. This adjustment was facilitated by a letter of agreement dated January 6, 2003. The facility also contains an additional outdoor play area of 1,200 square feet.

The proposed rent and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates.

Terms
 See Appendix A

Property Details	Ward:	9 - Davenport
	Assessment Roll No.:	1904-03-2-200-06000
	Approximate Size:	
	Approximate Area:	3,564 ft ² ±
	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/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><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 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 checked="" 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:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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 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:	Alejandra Bravo	Councillor:	
Contact Name:	Councillor_bravo@toronto.ca	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	Comments:	

Consultation with Divisions and/or Agencies

Division:	Community and Social Services	Division:	Financial Planning
Contact Name:	Nino Dorado	Contact Name:	Ciro Tarantino
Comments:	Approved	Comments:	Approved

Legal Services Division Contact

Contact Name:	Tammy Turner
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DAF Tracking No.: 2023-137	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Jennifer Kowalski <input type="checkbox"/> Approved by:	June 8, 2023	Signed by Jennifer Kowalski
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	June 12, 2023	Signed by Alison Folosea

APPENDIX "A" - TERMS & CONDITIONS

Landlord

DAVENPORT-PERTH NEIGHBOURHOOD AND COMMUNITY HEALTH CENTRE

Tenant

CITY OF TORONTO

Area:

The Davenport Perth Neighbourhood and Community Health Centre part of Olde Davenport United Church and adjacent lands thereto, municipally known as 1900 Davenport Road and consisting of approximately 331.11 square metres (3,564 square feet) of space (the "Indoor Area") together with an outdoor playground area (the "Outdoor Play Area").

Term:

Five (5) years, commencing on March 1, 2020 and ending on February 28 2025 plus an option to extend for an additional 5 years (2025-2030).

Basic Rent:

For the Period of March 1, 2020 to February 28, 2021 the sum of Twenty-Nine Thousand Nine Hundred and Thirty-Seven Dollars and Sixty Cents (\$29,937.60) Plus HST in advance monthly installments of Two Thousand Four Hundred and Ninety-Four Dollars and Eighty Cents (\$2,494.80) Plus HST commencing on March 1 2020.

For the Period of March 1, 2021 to February 28, 2022 the sum of Thirty-One Thousand Three Hundred and Sixty-Three Dollars and Twenty Cents (\$31,363.20) Plus HST in advance monthly installments of Two Thousand Six Hundred and Thirteen Dollars and Sixty Cents (\$2,613.60) Plus HST commencing on March 1 2021.

For the Period of March 1, 2022 to February 28, 2023 the sum of Thirty-Two Thousand Seven Hundred and Eighty-Eight Dollars and Eighty Cents (\$32,788.80) Plus HST in advance monthly installments of Two Thousand Seven Hundred and Thirty-Two Dollars and Forty Cents (\$2,732.40) Plus HST commencing on March 1 2022

For the Period of March 1, 2023 to February 29, 2024 the sum of Thirty-Four Thousand Two Hundred and Fourteen Dollars and Forty Cents (\$34,214.40) Net payable in advance monthly installments of Two Thousand Eight Hundred and Fifty-One Dollars and Twenty Cents (\$2,851.20) commencing on March 1 2023.

For the Period of March 1, 2024 to February 28, 2025 the sum of Thirty-Five Thousand Six Hundred and Forty Dollars and Forty Cents (\$35,640.00) Plus HST in advance monthly installments of Two Thousand Nine Hundred and Seventy Dollars (\$2,970.00) Plus HST commencing on March 1 2024.

Additional Rent:

During the Extended Term, the Tenant shall pay Nine Hundred Dollars (\$900.00) per month, plus HST if applicable, on account of payment of its proportionate share of electricity, water, natural gas and realty taxes. The parties agree that the Tenant's proportionate share for the purposes of payment of such amounts is 9.63% of the Facility.

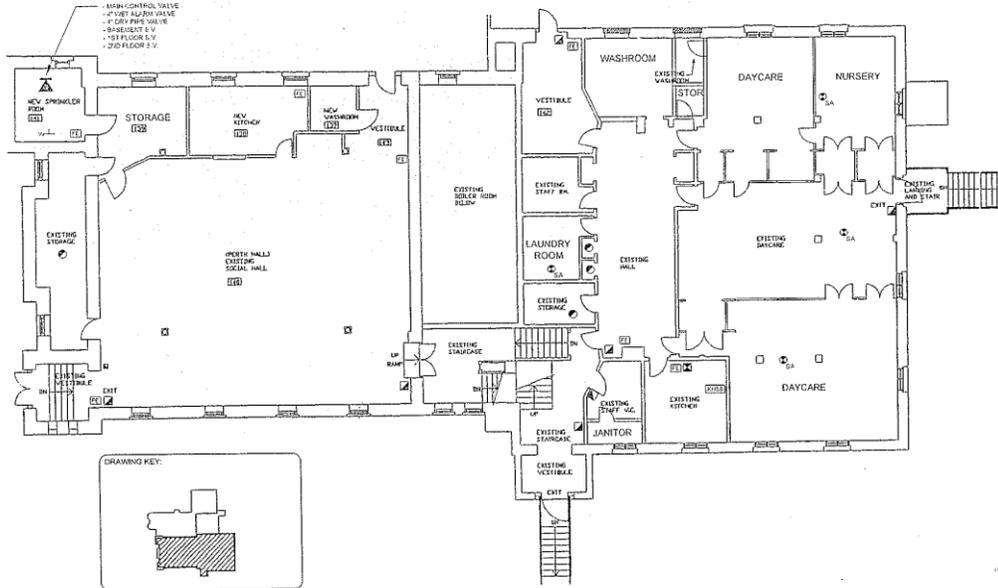
Early Termination:

During the Term, both parties shall have the right to terminate the Lease at any time on at least six (6) months advance written notice to the other party to such effect.

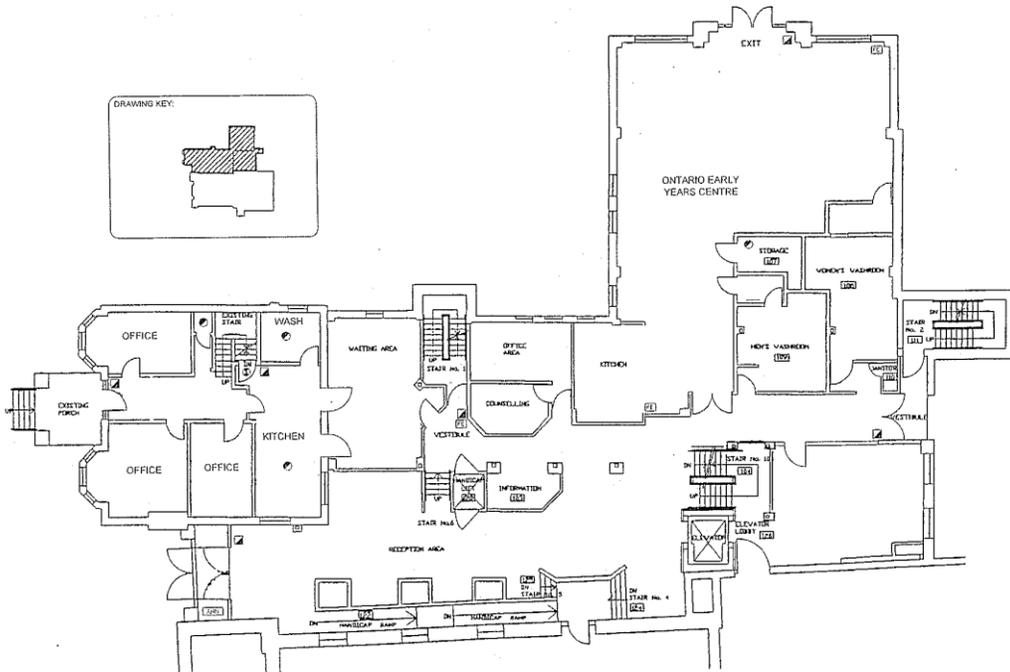
Insurance:

The City at its own expense throughout the duration of the Term, shall keep comprehensive general liability insurance, to a minimum limit of five million dollars (\$5,000,000) for each occurrence.

APPENDIX B – LEASED PREMISES

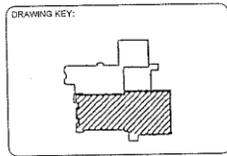
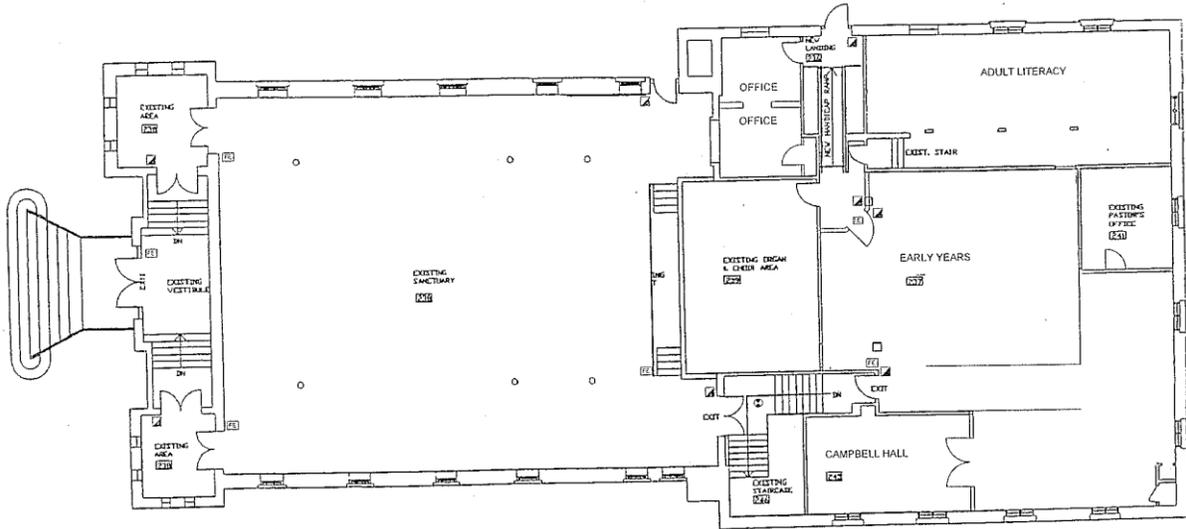


DEVICE LEGEND [Symbol] FIRE ALARM CONTROL PANEL [Symbol] SPRINKLER SYSTEM VALVE [Symbol] MANUAL PULL STATION [Symbol] AMBULATORY PANEL [Symbol] HEAT DETECTOR PANEL	[Symbol] SMOKE DETECTOR [Symbol] SMOKE ALARM [Symbol] MAG-LOCK [Symbol] MAG-LOCK RESET KEY STATION [Symbol] SMOKE ALARM SUPPRESSION SYSTEM WATER SHUT-OFF [Symbol] MANUAL PULL STATION FOR KITCHEN WOOD SUPPRESSION SYSTEM	[Symbol] GAS MAIN SHUT-OFF [Symbol] ELECTRICAL SHUT-OFF [Symbol] FIRE DEPT CONNECTION [Symbol] FIRE HYDRANT	NORTH 	FIRE SAFETY PLAN - 1900 DAVENPORT DAVENPORT-PERTH NEIGHBOURHOOD AND COMMUNITY HEALTH CENTRE GROUND FLOOR - EAST	SCALE: NTS DRAWN: SM REVIEW: RN	DRAWING: 4.0
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DEVICE LEGEND [Symbol] FIRE ALARM CONTROL PANEL [Symbol] SPRINKLER SYSTEM VALVE [Symbol] MANUAL PULL STATION [Symbol] AMBULATORY PANEL [Symbol] HEAT DETECTOR PANEL	[Symbol] SMOKE DETECTOR [Symbol] SMOKE ALARM [Symbol] MAG-LOCK [Symbol] MAG-LOCK RESET KEY STATION [Symbol] SMOKE ALARM SUPPRESSION SYSTEM WATER SHUT-OFF [Symbol] MANUAL PULL STATION FOR KITCHEN WOOD SUPPRESSION SYSTEM	[Symbol] GAS MAIN SHUT-OFF [Symbol] ELECTRICAL SHUT-OFF [Symbol] FIRE DEPT CONNECTION [Symbol] FIRE HYDRANT	NORTH 	FIRE SAFETY PLAN - 1900 DAVENPORT DAVENPORT-PERTH NEIGHBOURHOOD AND COMMUNITY HEALTH CENTRE GROUND FLOOR - WEST	SCALE: NTS DRAWN: SM REVIEW: RN	DRAWING: 5.0
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APPENDIX C – LEASED PREMISES



SPRINKLER SYSTEM VALVE	SMOKE DETECTOR	MAGLOCK RESET KEY STATION	SAS MAIN SHUT-OFF	ELECTRICAL SHUT-OFF
FIRE ALARM CONTROL PANEL	SMOKE ALARM PULL STATION	KITCHEN HOOD SUPPRESSION SYSTEM	WATER SHUT-OFF	FIRE DEPT CONNECTION
MANUATOR PANEL	HEAT DETECTOR	MAGLOCK	MANUAL PULL STATION FOR KITCHEN HOOD SUPPRESSION SYSTEM	FIRE HYDRANT



FIRE SAFETY PLAN - 1900 DAVENPORT
 DAVENPORT (PERTH NEIGHBOURHOOD AND
 COMMUNITY HEALTH CENTRE)
 SECOND FLOOR - EAST

SCALE: NTS
 DRAWN: SM
 REVIEW: RN

DRAWING:
 6.0

APPENDIX D – Location MAP

