

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

TRACKING NO.: 2023-287

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

Prepared	Sami Aljundi	Division:	Corporate Real Estate Management
Date	29 <sup>th</sup> Nov 2023	Phone No.:	416 338 4862

**Purpose** To obtain authority to enter into a licence agreement with Scarborough Centre for Healthy Communities (the “**Licensor**”), with respect to a portion of the lower level of the property municipally known as 2660 Eglinton Avenue East Toronto, for the purpose of Toronto Public Health’s operation of a dental clinic from January 1, 2023 to March 31, 2024 (the “**Agreement**”).

**Property** A portion of the lower level of the property having an area of approximately 415 square feet and is known as the Dental Office (the “**Licensed Area**”), within the lands municipally known as 2660 Eglinton Avenue East Toronto, Ontario, Scarborough, City of Toronto, being all of the PIN 06354-0075 (LT) (the “**Property**”), as shown on the Location Map in Appendix “**B**”

**Actions** Authority be granted to enter into the Agreement with the Licensor, substantially on the major terms and conditions outlined in Appendix “**A**”, and including such other terms as deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.

**Financial Impact** The City of Toronto will pay the gross monthly Fee of \$1,210.42 plus HST between January 1, 2023 to March 31, 2024. The total value of the Fee for the initial Licensed Term is \$18,156.30 plus HST. The total gross Fee if all options of extensions are exercised, of which the extension Licensed Term Fees are calculated as the annual Fee payable during the preceding term escalated by 2.5% adjusted at the beginning of each term of the extended Licensed Term, will be **\$78,453.43** plus HST.

The operating costs of the Property will be paid by the Licensor or the Landlord as applicable.

Total cost rent net of HST recovery		Basic Fee	Fee + HST	Total cost rent net of HST recovery
Calendar Year				
<b>First Term</b>				
2023	Jan 1 - Dec 31	\$14,525.04	\$16,413.30	\$14,780.68
2024	Jan 1 - March 31	\$3,631.26	\$4,103.32	\$3,787.55
TOTAL		\$18,156.30	\$20,516.62	\$20,516.62
<b>Second Term</b>				
2024	April 1 - Dec 31	\$11,166.12	\$12,617.72	\$11,362.65
2025	Jan 1 - Dec 31	\$14,888.17	\$16,823.63	\$15,150.20
2026	Jan 1 - March 31	\$3,722.04	\$4,205.91	\$3,787.55
TOTAL		\$29,776.33	\$33,647.26	\$33,647.26
<b>Third Term</b>				
2026	April 1 - Dec 31	\$11,445.30	\$12,933.19	\$11,646.74
2027	Jan 1 - Dec 31	\$15,260.40	\$17,244.25	\$15,528.98
2028	Jan 1 - March 31	\$3,815.10	\$4,311.06	\$3,882.25
TOTAL		\$30,520.80	\$34,488.50	\$31,057.97
<b>TOTAL</b>		<b>\$78,453.43</b>	<b>\$88,652.38</b>	<b>\$79,834.21</b>

The funds will be included in Toronto Public Health’s operating budget for each respective year under the cost center PH3015; FAC 5760000000

**Comments** The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information. The Property is owned by Lujan Investments Limited, Fred Waks, and Jay Waks (collectively, the “**Landlord**”), by a lease dated September 30, 2007, the Landlord leased a portion of the Property, including the Licensed Area to the Licensor, for a leased term, as extended from time to time, expiring on February 29, 2032. TPH wishes to licence the Licensed Area for its operation as a dental office. Dental Assets and Capital Projects team of TPH negotiated the deal directly with the Licensor where, both TPH and the Licensor report to the Ministry of Health. TPH was in occupancy of the Licensed Area since January 1, 2023.

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

**Terms** Please see Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	21 - Scarborough Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	450 Sq. Ft.
	<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>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 &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><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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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 more senior positions.</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 more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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"/> (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/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 more senior positions.</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 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 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:	Michael Thompson	Councillor:	
Contact Name:	Amalia Stefanopoulos	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:	Toronto Public Health	Division:	<b>Financial Planning</b>
Contact Name:	Humphrey Liu	Contact Name:	Ciro Tarantino
Comments:	Concurred	Comments:	Concurred

**Legal Services Division Contact**

Contact Name:	Michelle Xu
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DAF Tracking No.: 2023- 287	Date	Signature
Concurred with by:		X
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Niall Robertson</b>	Dec. 4, 2023	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	Dec. 8, 2023	Signed by Alison Folosea

## Appendix "A"

### TO LICENSE AGREEMENT BETWEEN SCARBOROUGH CENTRE FOR HEALTHY COMMUNITIES AND CITY OF TORONTO

Licensed Area:	Licensed Area is approximately 415 square feet and is located on the lower level of the Property municipally known as 2660 Eglinton Avenue, Toronto.
License Term:	Commencing on the full execution of the Agreement and ending on March 31, 2024.
Use of the Licensed Area:	The Licensee shall use the Licensed Area for the sole purposes of operating a dental clinic.
Gross Fee:	\$1,210.42 plus HST per month for the initial Licensed Term
Options of Extensions:	Provided that the Licensee is not then in default beyond any applicable curing period, the Licensee shall have two (2) consecutive options of extending the Licensed Term for a period of two (2) years each, upon the same terms and conditions applicable to the Licensed Term, exercisable by the Licensee upon delivering of a written notice to the Licensor no less than 90 days prior to the expiry of the Licensed Term or the extending Licensed Term, except that there will be no further options of extensions and the annual Fee payable during the extended Licensed Term will be the annual Fee payable during the preceding term escalated by the rate of 2.5% at the beginning of each term of the extended Licensed Term.
Insurance:	The Licensee may self-insure in accordance with its general practice of a similar premises within the area.
Licensee's Early Termination:	Provided the Licensee is not then in default of this License Agreement beyond any applicable cure period, if at any time during the Licensed Term or any extension thereof, the funding of the Licensee is terminated or reduced such that in the Licensee's reasonable judgment the Licensee will have insufficient funds to pay the Fee or other charges under this License, then the Licensee will have the option to terminate the License Agreement by giving not less than ninety (90) days prior written notice to the Licensor.
Cancellation of the Lease:	Where prior to the expiry or termination of the License, the Licensor causes the termination of the Lease, the Licensor shall pay to Licensee on demand all costs, losses and damages incurred by the Licensee in connection therewith, including, without limitation, costs of relocation (including broker fees associated with finding replacement premises) and costs of capital improvements necessary to bring a new premises to a condition fit for the Licensee's operation, and the Licensor's obligation to pay such amounts shall survive the termination of this License.
Indemnity:	The Licensee shall indemnify, hold harmless, and save the Licensor harmless from and against all costs, expenses, and claims brought against the Licensor in respect, or arising out of the granting of this License and the carrying out of the Use by the Licensee and those for whom the Licensee is responsible for at law during the Licensed Term. This provision survives the License for three years following the later of the date of the early termination, the expiry date and the end of any extension terms.

### Appendix "B" – Location Map

