



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

TRACKING NO.: 2025-164

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

Prepared By:	Shernaz Writer	Division:	Corporate Real Estate Management
Date Prepared:	May 13, 2025	Phone No.:	416-392-7614

Purpose	To obtain authority to enter into a Licence Agreement (the "Agreement") with Canadian Stage Company (the "Licensee") to utilize a fenced in portion of High Park located at 1873 Bloor Street West for the purpose of conducting theatre set up, rehearsals and performances as outlined in Schedule "A" (the "Licenced Area")
Property	Part of the lands municipally known as 1873 Bloor Street West, Toronto, ON. legally described as PT RDAL BTN LOTS 35 & 36 CON 1 FTB TWP OF YORK (CLOSED BY UNREGISTERED BYLAW 310) AS IN TY6396, PT LT 36 CON BROKEN FRONT TWP OF YORK, (the "Property"), PIN – 21372-0183 as shown delineated in Appendix "B" (the "Licenced Area")
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into the Licence Agreement with the Licensor for the use of space within the aforementioned property for a Term of five (5) years, commencing June 1, 2025 and ending on May 31, 2030 with an option to extend for another 5 years, substantially on the Major Terms and Conditions outlined on page 4 of this form and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. 2. The Chief Corporate Officer, or his/her designate, shall administer and manage the Agreement including the provision of any consents, approvals, waivers, notices and notices of termination provided that the Chief Corporate Officer may, at anytime refer consideration of such matters to City Council for its determination and direction; and 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The City will receive a maximum of \$ 35,695.00 + HST for the Licence Agreement for the five (5) year term. For the five (5) year extension, the City will receive a maximum of \$ 41,400.00. The licence fee will be paid annually.</p> <p>The revenue generated from the Licence Agreement will be allocated to Cost Centre P00675, Funding source P12271, Functional Area Code 1820100000 under Parks Operating budget.</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	<p>The Canadian Stage Company wishes to obtain a Licence Agreement to provide theatrical performances to patrons of High Park. The Licence Term is for five (5) years with the option to renew for a further five(5) years at the absolute discretion of the General Manager Parks and Recreation.</p> <p>The proposed licence fee and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A" for a list of Terms and Conditions

Property Details	Ward:	4 – Parkdale - High Park
	Assessment Roll No.:	PIN – 21372-0183
	Approximate Size:	
	Approximate Area:	1314 sq. ft.
	Other Information:	Refer Schd B for licenced area

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 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>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:

- 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:	Gord Perks	Councillor:	
Contact Name:	Karen Duffy	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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:	Concurred October 21, 2025	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks and Recreation	Division:	Financial Planning
Contact Name:	Harjot S Dhamrait / Karyn Lau	Contact Name:	Ciro Tarantino
Comments:	Concurred	Comments:	Concurred

Legal Services Division Contact

Contact Name:	Stephanie Furlan
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DAF Tracking No.: 2025-164	Date	Signature
Concurred with by: Manager, Real Estate Services Vinette Prescott-Brown		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services		
<input type="checkbox"/> Approved by: Josie Lee	Oct. 28, 2025	Signed by Josie Lee
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Oct. 28, 2025	Signed by Alison Folosea

Appendix "A"

Major Terms and Conditions

Licensed Area: Located at 1873 Bloor Street West, Toronto, Ontario as shown delineated in red on the sketch attached in Appendix B.

Licence Fee: The Licensee shall pay the City or as the City may in this Agreement or otherwise in writing direct, without any deduction whatsoever, a licence fee payable plus HST in advance on the first day of June each year during the Term, commencing on June 1, 2025 as follows:

Rounded off			
5 Year Term - Licence Fee Plus HST		Renewal Term - Licence Fee Plus HST	
2025 - 2026	\$6,790.00	2030 -2031	\$7,875.00
2026 - 2027	\$6,960.00	2031 - 2032	\$8,075.00
2027 - 2028	\$7,135.00	2032 - 2033	\$8,275.00
2028 - 2029	\$7,315.00	2033 - 2034	\$8,480.00
2029 - 2030	\$7,495.00	2034 - 2035	\$8,695.00
Total	\$35,695.00	Total	\$41,400.00
Total - 5 + 5 years (plus HST)	\$77,095.00		

Term: Period of five (5) years, commencing June 1, 2025 and ending on May 31, 2030 with the City. Options to Renew: for an additional five (5) years commencing June 1, 2030 and ending May 31, 2035.

Use: The licenced area will be used as a theatre for the setup, rehearsal, presentation and strike or plays under the Licencee’s direction.

Insurance: Commercial General Liability - \$ 5,000,000 per occurrence

Property Taxes: The Licensee covenants with the City to pay all applicable taxes, including Harmonized Sales Tax. Property Taxes, rates, duties, levies, assessments and impositions whatsoever, levied, charged or assessed in connection with the Licensee’s use and occupation of the Licenced Area.

Maintenance and Repairs: The Licensee covenants with the City to operate, repair, maintain and keep the Licenced Area in good and substantial repair and condition, including all fixtures and equipment and structures which are at t any time during the Term or any renewal thereof erected thereon.

The Licensee acknowledges and agrees that the City shall not be responsible for any damage to the materials and equipment stored at the Licensed Area, due to weather or otherwise, and the Licensee acknowledges that the water lines within the Park are seasonal in nature; the City performs all winterizing and de-winterizing procedures on the water lines, and the Licensee agrees that it shall not interfere with such procedures.

Conditions: This Sublicense is subject to the exclusive rights of 5050707 Ontario Limited (the Grenadier Group) to sell all food and beverages in the Park during performances.

Appendix “B”: Licenced Area – Attached

