



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

TRACKING NO.: 2025-179

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

| | | | |
|-------------------------|---|--|----------------------------------|
| Prepared By: | Akhilesh Tekchand | Division: | Corporate Real Estate Management |
| Date Prepared: | May 30, 2025 | Phone No.: | 416-648-7061 |
| Purpose | To obtain authority for the City of Toronto (the "City"), as Licensor, to enter into a short-term license agreement (the "License") with The Centre For Aboriginal Media (the "Licensee") with respect to the City-owned property municipally known as 301 Adelaide Street West, Toronto for the purpose of supporting The ImagineNATIVE Film & Media Arts Festival, as well as ancillary programming related to the TIFF Bell Lightbox-hosted festival, including Indigenous fashion displays and industry events. | | |
| Property | The property municipally known as 301 Adelaide Street West, Toronto, legally described as PART OF LOTS 2 TO 7 INCLUSIVE AND PART OF LANE (CLOSED BY BY-LAW 630-2010, INSTRUMENT NO. AT2426815), PLAN 338 TORONTO, DESIGNATED AS PART 14 ON PLAN 66R26931, SUBJECT TO AND TOGETHER WITH VARIOUS EASEMENTS, City of Toronto, being all of PIN 21412-0328, (the "Property"), as shown on the Location Map in Appendix "B". | | |
| Actions | 1. Authority be granted to enter into the Licence with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor. | | |
| Financial Impact | <p>The License is for nominal consideration. It is estimated that foregone revenue to the City for this nominal Licence is estimated at \$723 per day, totaling \$8,676 for the 12-day term.</p> <p>Funding for the operating costs (estimated at \$431.18 per month) during the License term is available in the 2025 Council Approved Operating Budget for Economic Development & Culture, and will be directed from Cost Centre AH0035, FAC 1560400000.</p> | | |
| Comments | <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> <p>The Licensee is requesting short-term access to the Property for low-impact, ancillary programming related to their festival at TIFF Bell Lightbox. The space will host the Indigenous Fashion Market and Industry Events, including artist talks and panel discussions.</p> <p>This nominal license is consistent with the City's Reconciliation Action Plan 2022–2032 (the "Plan"), as adopted in City Council Item 2022.EX31.1. The Plan outlines the City's commitment to advancing truth, justice, and reconciliation through support for Indigenous cultural expression and partnerships.</p> | | |
| Terms | See Appendix "A" for major terms and conditions of the License. | | |
| Property Details | Ward: | 10 – Spadina-Fort York | |
| | Assessment Roll No.: | | |
| | Approximate Size: | | |
| | Approximate Area: | 557 m ² ± (6,000 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 checked="" 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 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: | Ausma Malik | Councillor: | |
| Contact Name: | Nora Cole | 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: | | Comments: | |

Consultation with Divisions and/or Agencies

| | | | |
|---------------|-----------------------------|---------------|---------------------------|
| Division: | Economic Division & Culture | Division: | Financial Planning |
| Contact Name: | Erika Hennebury | Contact Name: | Ciro Tarantino |
| Comments: | Concurred (May 27, 2025) | Comments: | Concurred (May 27, 2025) |

Legal Services Division Contact

| | |
|---------------|------------------|
| Contact Name: | Stephanie Furlan |
|---------------|------------------|

| DAF Tracking No.: 2025-179 | Date | Signature |
|--|--------------|--------------------------|
| Concurred with by: Manager, Real Estate Services Devi Mohan | | |
| <input type="checkbox"/> Recommended by: Manager, Real Estate Services Josie Lee | May 30, 2025 | Signed by Josie Lee |
| <input checked="" type="checkbox"/> Approved by: | | |
| <input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea | May 30, 2025 | Signed by Alison Folosea |

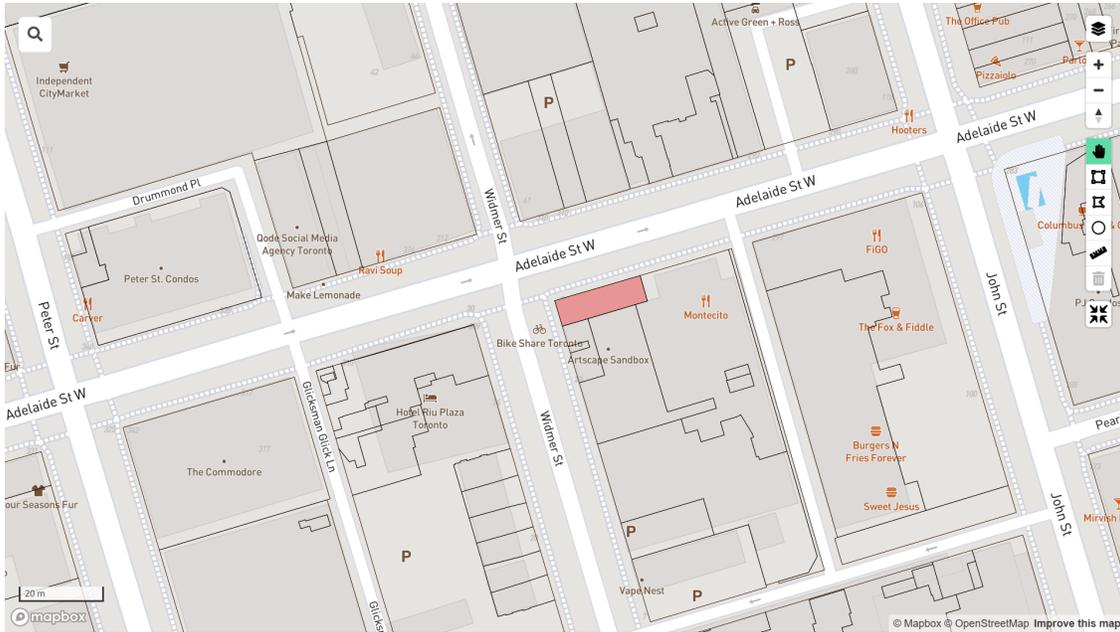
Appendix "A"

Major Terms and Conditions

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|------------------------------------|---|
| Licensee: | The Centre For Aboriginal Media |
| Licensor: | City of Toronto |
| Licensed Premises: | Approximately 6000 square feet of space at 301 Adelaide Street West, Toronto, ON M9N 1K8, as shown in Appendix B |
| Term: | Twelve (12) days, commencing May 30, 2025, and expiring on June 10, 2025 |
| License Fee: | Nominal fee of \$2.00 |
| Use: | The Licensed Premises shall be used by the Licensee solely for the purpose of hosting not-for-profit, temporary programming associated with the imagineNATIVE Film + Media Arts Festival. This includes, but is not limited to, the Indigenous Fashion Market pop-up featuring exhibitions by Indigenous fashion designers and artists and Industry Events such as panel discussions and artist talks. No construction or permanent alterations will be undertaken. |
| Hours of Operation: | The operation shall be restricted to the hours permitted by applicable City of Toronto bylaws and local regulations. |
| As-Is Condition: | The Licensee accepts the Licensed Premises in "as-is, where-is" condition, with no representations or warranties by the City as to the condition, suitability, or fitness for the Licensee's intended use. The City shall not be responsible for any repairs, improvements, or modifications to the space prior to or during the License Term. |
| Maintenance and Operations: | This is a gross license. The City is responsible for all realty taxes, utility costs and costs of heating, ventilation and air conditioning with respect to the Building, except for telecommunications costs. The Licensee shall be responsible for all routine maintenance and cleaning during the License Term. This includes security and insurance costs, as applicable. The Licensee shall maintain the premises in a clean and safe condition and return it to the City in the same condition as received, subject to reasonable wear and tear |
| Common Areas: | Common Areas, for the purposes of this agreement, means the loading dock and the garbage disposal area over which the City has an Easement. The Licensee shall provide prior written notice to the City should the Licensee require access to the Common Areas, and shall not access the Common Areas without prior written approval from the City in its sole discretion, which approval may be unreasonably withheld." |
| Restrictions: | The Licensee acknowledges and agrees that the Licensed Premises is subject to certain rights as more particularly described in the Reciprocal Operating Agreement and all other encumbrances registered on title to the Licensed Premises. The Licensee shall comply with all of the terms, conditions, rules and regulations therein as though it was a party to the agreement. The Licensee shall not store garbage, recycling materials, organics and oversized refuse and containers within any portion of the Common Areas other than on a short-term basis on designated garbage and recycling pick-up days. The License shall not include parking. |
| Insurance: | The Licensee shall obtain and maintain comprehensive general liability insurance in the amount of \$2,000,000, naming the City of Toronto as an additional insured. |
| Indemnity: | The Licensee shall indemnify and hold harmless the City of Toronto from any and all claims, liabilities, damages, and expenses arising out of or in connection with the use of the Licensed Premises. |
| Restoration: | Upon the expiration or termination of the License, the Licensee shall, at its sole cost and expense, restore the Licensed Premises to the condition that existed immediately prior to the Licensee's occupancy. This restoration shall include the removal of all installations, structures, and chattels brought onto the Licensed Premises by the Licensee, and ensuring the area is clean, free of debris, and in a condition satisfactory to the Licensor. |
| Assignment: | The Licensee shall not assign, sub-license, transfer, or otherwise permit the use of the Licensed Premises or any part thereof, or this Agreement, without the prior written consent of the Licensor, which may be withheld arbitrarily and unreasonably. |

Appendix "B"

Location Map



Licensed Premises

