



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

TRACKING NO.: 2026-173

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

Prepared By:	Elliott Baron	Division:	Corporate Real Estate Management
Date Prepared:	May 1, 2026	Phone No.:	416-338-3207

Purpose	To obtain authority to enter into a licence agreement with C.C.M.C. Music Gallery (the "Licensee"), an Ontario not-for-profit corporation with OCN 336332 and with charity status registration no. 118841600 RR 0001 with respect to the property municipally known as 301 Adelaide St W, Toronto for the purpose of hosting non-profit events to develop, present and promote contemporary music across all genres as part of the What Is Festival (the "Licence Agreement").
Property	The property municipally known as 301 Adelaide St W, Toronto, legally described in part as Part of Lots 2 to 7 Inclusive and Part of Lane (Closed By-law 630-2010, Instrument No. AT2426815), Plan 338 Toronto, Designated As Part 14 On Plan 66R26931; The East & West Sides of Widmer St From Richmond St W To King St W and The North and South Sides of Adelaide St W Are Confirmed Under Boundaries Act Plan 63BA1547 Registered Instrument CT359919, Subject To and Together With Various Easements, City of Toronto, being all of PIN 21412-0328 (LT), (the "Property"), as shown on the Location Map in Appendix "B".
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensee, substantially on the major terms and conditions set out in Appendix "A", and including such other amended terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The City will receive total revenues of \$400 plus HST in license fees. The license fee is below market value and will cover the operating costs payable by the City to TSCC No. 2341 and Daniels CCW Corp for CAM and the Shared Use Agreement. There are currently no other costs to the City. It is estimated that foregone revenue to the City for this below market value License is \$723 per day, totaling \$5,784 for the 8-day term. Revenues will be directed to the 2026 Operating Budget for CREM.</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 Property, known as Sandbox, was secured by the City through a Section 37 agreement and initially owned by Toronto Artscape for the purpose of providing community space for cultural programming. The City took ownership in 2024 to ensure continued use as a non-profit community and cultural space.</p> <p>This License will further the City's strategic goals to enrich the cultural landscape in Toronto by providing accessible and affordable space for the Licensee to provide non-profit programming related to the Licensee's "What Is" Festival.</p> <p>The terms are considered to be fair, reasonable and aligned with the City's goals and objectives.</p>
Terms	See Appendix "A" for major terms and conditions of the License.

Property Details	Ward:	10 – Spadina-Fort York
	Assessment Roll No.:	19-05-06-2-300-01530-0000-0 1
	Approximate Size:	N/A
	Approximate Area:	557 m ² ± (6,000 ft ² ±)
	Other Information:	N/A

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 & 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/REOs.</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:	No Objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Economic Development & Culture	Division:	Financial Planning
Contact Name:	Erika Hennebury	Contact Name:	Karen Liu
Comments:	Concurs	Comments:	Comments Incorporated

Legal Services Division Contact

Contact Name:	Frank Weng
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DAF Tracking No.: 2026-173	Date	Signature
Concurred with by: Manager, Real Estate Services Leila Valenzuela	May 1, 2026	Signed By Leila Valenzuela
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Josie Lee	May 1, 2026	Signed By Josie Lee
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		X

Appendix "A"

Major Terms and Conditions

Licensee:	C.C.M.C. Music Gallery
Licensor:	City of Toronto
Licensed Premises:	Approximately 6,000 square feet of space at 301 Adelaide Street West, Toronto, ON M9N 1K8, as shown in Appendix B
Term:	Eight (8) days, commencing May 4, 2026, and expiring on May 11, 2026
License Fee:	\$400 plus HST for the full term, payable upon the commencement of the term.
Licensee's Business	A non-profit cultural organization that cultivates artistic experimentation and community through sound, music and sharing in the creative process.
Use:	Right to use and occupy on a non-exclusive basis the Licensed Premises for the purposes of operating the Licensee's Business and right to access the Licensed Premises at reasonable times for the Licensee's purpose of operating the Licensee's Business
As-Is Condition:	The Licensee accepts the Licensed Premises in their "as is" and "where is" condition and acknowledges that the City makes no representation and gives no warranty with respect to the Lands or the Licensed Premises as to their fitness for the Licensee's purposes or the condition, quality, merchantability or utility thereof. Furthermore, the Licensee acknowledges that the City makes no representation or warranty of any kind as to the extent to which the Licensee's Business is permissible under, constrained by, conditional on, or subject to such Existing Rights.
Maintenance and Operations:	The Licensee shall pay all costs and expenses related to the Licensed Premises and the Licensee's use and occupancy thereof, excluding specifically realty taxes, utility costs, cost of heating, ventilating and air conditioning the Licensed Premises and Operating Costs.
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 expiry or earlier termination of the Licence for any reason whatsoever, the Licensee will immediately, at its sole cost and expense and to the satisfaction of the Director, acting reasonably: (a) remove all of the Licensee's Equipment and chattels from and about the Building; (b) return the Licensed Premises to the same condition as existed prior to the Commencement Date; and (c) make good any damage caused to the Building by such removal and leave the Licensed Premises clean, tidy and in good repair
Assignment:	The Licensee shall not assign without the prior written consent of the City

Appendix "B"

Location Map



Licensed Premises

