

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2016-019

X Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Derek Wei	Division:	Real Estate Services
Date Prepared:	January 22, 2016	Phone No.:	416-392-1259

Purpose
To obtain authority to enter into a new lease agreement (the "Lease Agreement"), between the City of Toronto (the "Landlord") and the Toronto Municipal Employees' Credit Union (the "Tenant") for approximately 3,437 square feet of office space (the "Premises") located at 100 Queen Street West (the "Property"), for a term of five (5) years, with the option to renew for a further term of five (5) years.

Property
The Premises comprise approximately 3,437 square feet of office space located on the main floor of the building municipally known as Toronto's City Hall, located at 100 Queen Street West, Toronto, ON (see Schedule "A" – Site Location Map, Schedule "B" – Aerial View, and Schedule "C" – Floorplan on pages 5 and 6).

- Actions**
1. Authority be granted to enter into the Lease Agreement with the Tenant, for a term of five (5) years commencing on January 1, 2014 and expiring on December 31, 2018 (the "Term"), together with an option to renew the Lease Agreement for a further five (5) years, substantially on the terms and conditions outlined herein, and any other terms and conditions deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor.
 2. The Chief Corporate Officer, or her successor or designate, shall administer and manage the Lease Agreement including the provision of any consents, approvals, waivers, notices and notices of termination, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction.
 3. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

Financial Impact
The City will receive a total of \$400,411.48 plus HST in basic rent over the five (5) year term of the Agreement. The Tenant will also be responsible for the payment of all operating costs and realty taxes related to the Premises throughout the Term as additional rent.

Year	1	2	3	4	5	Total
Period	Jan 1, 2014 - Dec 31, 2014	Jan 1, 2015 - Dec 31, 2015	Jan 1, 2016 - Dec 31, 2016	Jan 1, 2017 - Dec 31, 2017	Jan 1, 2018 - Dec 31, 2018	
Basic Rent PSF	\$ 21.25	\$ 22.25	\$ 23.00	\$ 25.00	\$ 25.00	
Per Month	\$ 6,086.35	\$ 6,372.77	\$ 6,587.66	\$ 7,160.42	\$ 7,160.42	
Per Annum	\$ 73,036.20	\$ 76,473.24	\$ 79,051.96	\$ 85,925.04	\$ 85,925.04	\$ 400,411.48

All figures are subject to HST. The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.

Comments & Terms
See Appendix I on page 4 for Comments, and Major Terms and Conditions.
Real Estate Services staff consider the proposed fee and other terms and conditions in the proposed Licence Agreement to be fair, reasonable and at fair market value

Property Details

Ward:	27 – Toronto Centre - Rosedale
Assessment Roll No.:	1904-06-6-100-03300
Approximate Size:	
Approximate Area:	± 3,437 feet (± 319.31 square metres)

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to ABCDs:</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: N/A</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 \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</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>Delegated to a more senior position.</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 three (3) months, including licences for environmental assessments and/or testing, etc.</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 road, 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 may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).</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/Estoppels/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>	<p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</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><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).</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/Estoppels/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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

Chief Corporate Officer also has approval authority for:

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)

Councillor:	Kristyn Wong-Tam	Councillor:	
Contact Name:	Tina Sriskandarajah	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> E-Mail <input checked="" 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:	Consent to proceed	Comments:	
Consultation with ABCDs			
Division:		Division:	Financial Planning Division
Contact Name:		Contact Name:	Filisha Mohammed
Comments:		Comments:	Consent to proceed
Legal Division Contact			
Contact Name:	Eric Angelini		
DAF Tracking No.: 2016-019	Date	Signature	
Recommended by: Manager, Leasing and Site Management Wayne Duong	Jan. 22, 2016	Sgd. Wayne Duong	
<input type="checkbox"/> Recommended <input checked="" type="checkbox"/> Approved by: Director of Real Estate Services Joe Casali	Jan. 26, 2016	Sgd. Joe Casali	
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli			

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** Leases (City as Landlord) but not Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years.
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.
- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Appendix I

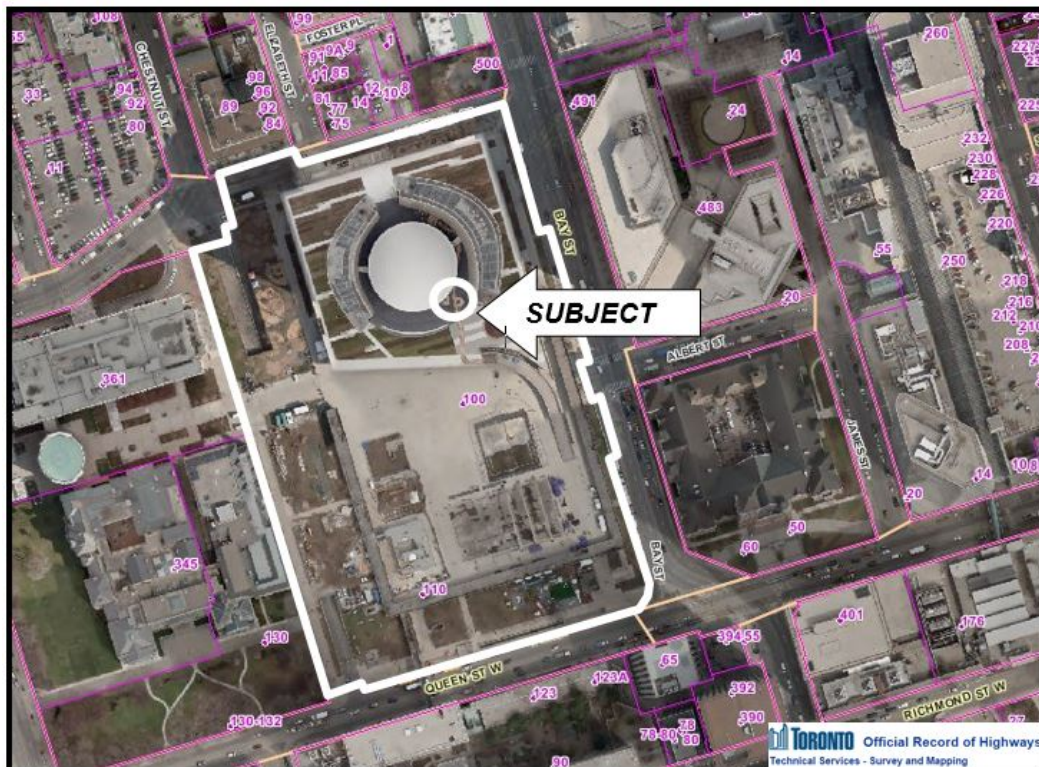
Major Terms and Conditions of Lease Agreement

Background	<p>The Premises are located on the main floor of City Hall (please refer to Appendix "C" on page 6) and TMECU has been a tenant of the City of Toronto since March 1, 1986. The original lease (referenced as item #26) was authorized by Report #19 of the Executive Committee and adopted by Council on June 17, 1985.</p> <p>Pursuant to Minute No. 11 of meeting No. 1996-23 dated November 28, 1996, the Board of Management for the Landlord approved the renewal of the Lease for a further term of ten (10) years commencing March 1, 1996 and expiring February 28, 2006.</p> <p>Authority was granted pursuant to Report No. EM21.7 of the Government Management Committee adopted by City Council on February 23, 24, and 25 of 2009 for the Tenant to enter into a new lease with the City for the premises commencing January 1, 2009 and expiring December 31, 2013.</p> <p>Real Estate Services has declared the property Surplus (DAF 2015-247. Dated October 15, 2015).</p> <p>The Tenant has remained in over-hold status since Lease's expiration.</p>
Extended Term:	Five (5) years (January 1, 2014 – December 31, 2018).
Area of Leased Property:	Approximately 3,437 sq. ft. of office space.
Basic Rent Per Annum:	<p>Year 1 - \$73,036.20 per annum (approximately \$21.25/ sq. ft.) plus HST</p> <p>Year 2 - \$76,473.24 per annum (approximately \$22.25/ sq. ft.) plus HST</p> <p>Year 3 - \$79,051.96 per annum (approximately \$23.00/ sq. ft.) plus HST</p> <p>Year 4 - \$85,925.04 per annum (approximately \$25.00/ sq. ft.) plus HST</p> <p>Year 5 - \$85,925.04 per annum (approximately \$25.00/ sq. ft.) plus HST</p>
Additional Rent:	The Tenant is responsible for the payment of all operating costs and realty taxes related to the Premises as additional rent throughout the Term, currently estimated at approximately \$29.68 PSF per year plus HST.
Early Termination:	Either party has the right to terminate the Lease upon giving at least six (6) months' written notice to the other party.
Option to Renew:	Tenant shall have one (1) option to renew for a further term of five (5) years.
Insurance:	The Tenant is required to increase the amount of its Commercial General Liability insurance coverage from \$2,000,000.00 to \$5,000,000.00 per occurrence.
Other Terms:	Except as amended by the Landlord and Tenant from time to time, the terms and conditions of the Lease shall continue in full force and effect for the Term and any extension of the Term.

Schedule "A" - SITE LOCATION MAP



Schedule "B" - AERIAL VIEW



Schedule "C" – FLOOR PLAN

