

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

TRACKING NO.: 2016-072

- 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:	Adam Pressick	Division:	Real Estate Services
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Date Prepared:	March 23, 2016	Phone No.:	(416) 392-1166
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Purpose	To obtain authority to enter into a lease agreement (the "Lease Agreement") with City Savings & Credit Union Limited (the "Tenant") for premises on the ground floor of the North York Civic Centre for the operation of a credit union branch and an automated teller machine.
Property	Approximately 425 square feet of office space located on the ground floor of the building municipally known as the North York Civic Centre located at 5100 Yonge Street, Toronto, ON (see Schedule "A" – Site Location Map and Schedule "B" Floorplan), and legally described as part of PIN 10144 – 0107 (LT), being Part of Lot 17, Concession 1 WYS, designated as Parts 3, 87, 390 on Plan 66R-17224, Part 122 on Plan 66R-17225 and Parts 9 to 13 inclusive on Plan 66R-16711 saving and excepting Parts 12 to 17 on Plan 66R-16904 (the "Premises").
Actions	<ol style="list-style-type: none"> Authority be granted to enter into the Lease Agreement with City Savings & Credit Union Limited for a term of five (5) years, substantially on the terms and conditions set out below, and any other or amended terms and conditions as deemed acceptable to the Chief Corporate Officer ("CCO") and in a form acceptable to the City Solicitor. Authority be granted to allow the CCO or the CCO's designate to administer and manage the Lease Agreement, including the provision of amendments, waivers, consents, notices, and notices of termination; provided that the CCO may, at any time, refer consideration of such matter to City Council for its determination and direction. 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 total of \$44,678.79 (net of HST) in basic rent over the five (5) year term of the Lease Agreement as indicated under the "Major Terms and Conditions". The Tenant will also be responsible for the payment of all operating costs and realty taxes related to the Premises throughout the Term.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	The Tenant has operated a credit union branch and automated teller machine at the Premises since September 1, 1989. The Tenant has been in overhold since 1998. The City has proposed to enter into a new lease agreement to update standard terms and conditions to which the Tenant has agreed.
Terms	Major Terms and Conditions are contained on Page 4.

Property Details	Ward:	23 - Willowdale
	Assessment Roll No.:	Part of 1908-07-2-215-01000
	Approximate Size:	Irregular
	Approximate Area:	425 square feet
	Other Information:	Surplus office space

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:</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:	John Filion					Councillor:			
Contact Name:						Contact Name:			
Contacted by:		Phone	x	E-Mail		Memo		Other	
Comments:	No issues with request					Comments:			
Consultation with ABCDs									
Division:	Circulated to all divisions via declare surplus					Division:	Financial Planning		
Contact Name:						Contact Name:	Filisha Mohammed		
Comments:	No interest					Comments:	Reviewed		
Legal Division Contact									
Contact Name:	Charlotte Harbell								
DAF Tracking No.: 2016-072			Date			Signature			
Recommended by: Wayne Duong, Manager of L&SM			April 15, 2016			Sgd./ Wayne Duong			
<input type="checkbox"/>	Recommended by: Director of Real Estate Services Joe Casali			April 18, 2016			Sgd./ Joe Casali		
<input checked="" type="checkbox"/>	Approved by:								
<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.

Major Terms and Conditions

A. Tenant:

City Savings & Credit Union Limited

B. Use:

Operation of credit union branch and an automated teller machine

C. Premises:

Approximately 425 square feet located on the ground floor of the North York Civic Centre.

D. Term:

Five (5) years commencing May 1, 2016 and terminating on April 30, 2021.

E. Early Termination:

At any time of the term the Landlord has the right to terminate the lease with 60 days written notice.

F. Renewal:

No renewal option.

G. Basic Rent Per Annum:

Year 1 - \$8,500.00 per annum (approximately \$20.00/sq. ft.) plus HST

Year 2 - \$8,712.50 per annum (approximately \$20.50/sq. ft.) plus HST

Year 3 - \$8,930.31 per annum (approximately \$21.01/sq. ft.) plus HST

Year 4 - \$9,153.57 per annum (approximately \$21.54/sq. ft.) plus HST

Year 5 - \$9,382.41 per annum (approximately \$22.08/sq. ft.) plus HST

H. Additional Rent:

The Tenant is responsible for the payment of all realty taxes related to the Premises as additional rent throughout the Term, and is responsible for a proportionate share of the operating costs as additionally rent throughout the Term.

I. Maintenance & Operation:

The Tenant is to use and operate the Premises in a reputable manner, and shall occupy the Premises continuously and actively. The Tenant shall ensure nothing is done or kept on the Premises that may be a nuisance, or carry on any activity which causes disturbance to or interferes with the users or occupants of the North York Civic Centre, or any neighbouring property. The Tenant shall at all times keep or cause to be kept in good order and condition the interior of the Premises including all doors and windows and the HVAC facilities within or exclusively serving the Premises. The Tenant shall not perform any work of repair without first submitting detailed plans and specifications and construction methods/procedures to the CCO. The Tenant is also responsible for all janitorial services for the Premises.

J. Common Areas:

The Tenant shall have the right of non-exclusive use, in common with others, for the areas intended for common use by tenants of the North York Civic Centre. Such use by the Tenant shall always be subject to such reasonable rules and regulations as the City may from time to time determine.

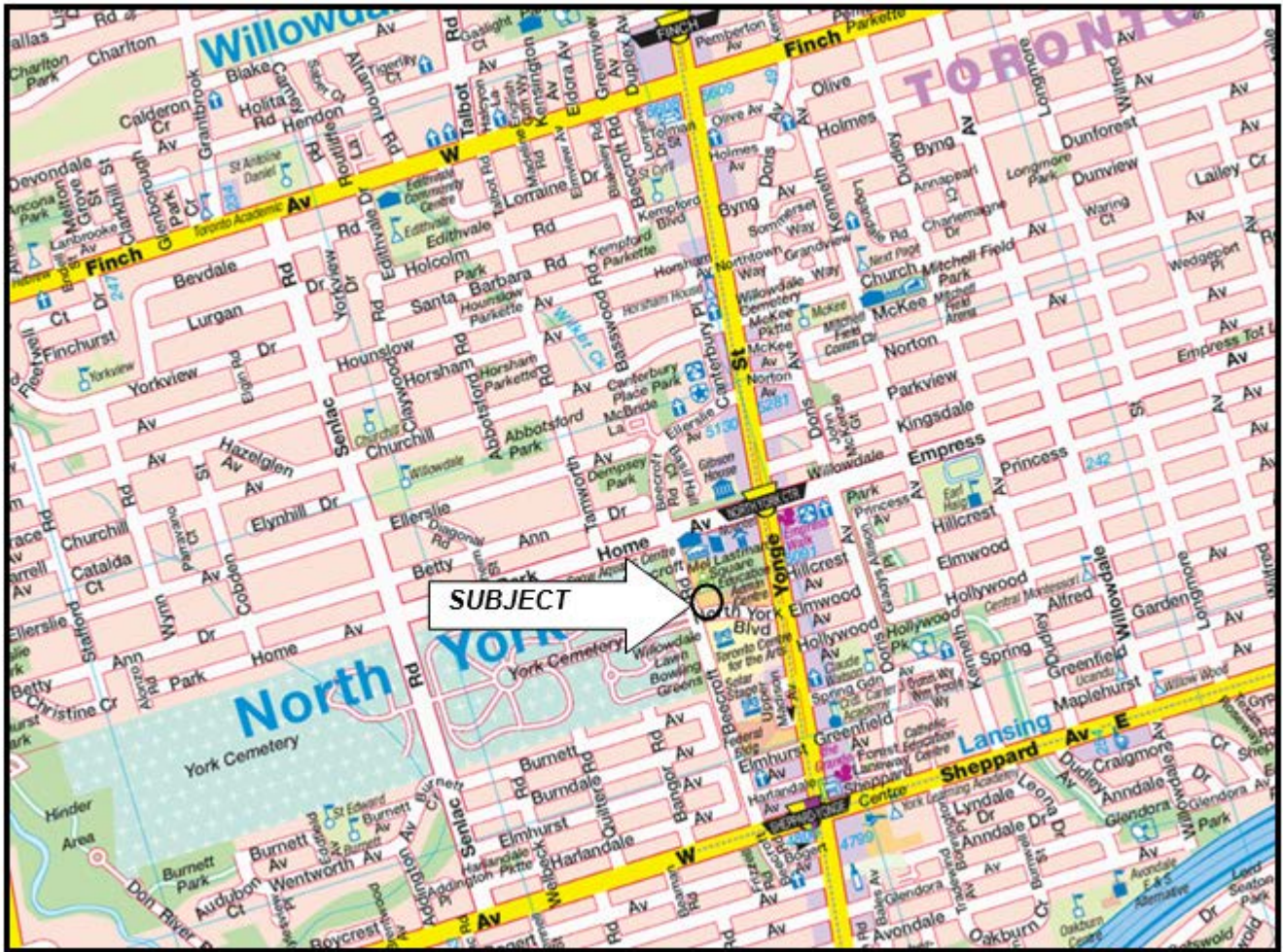
K. Release and Indemnity:

The Tenant agrees that the City shall not be liable for any loss or damage from the City entering into the Lease Agreement. The Tenant will save, keep harmless, and fully indemnify the City from and against all claims whatsoever which may be brought against or made upon the City against all loss which the City may sustain resulting from or arising out of the Lease Agreement, including persons entering and leaving the Premises.

L. Insurance:

The Licensee to maintain \$5,000,000 in commercial general liability insurance per occurrence and name the City as additional insured.

Schedule "A" - Location of Premises



Schedule "B" – Location of Licensed Premises

