

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

**TRACKING NO.: 2020-088**

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Mark Gunaratnam	Division:	Corporate Real Estate Management
Date Prepared:	March 24, 2020	Phone No.:	416-392-2598

<b>Purpose</b>	To obtain authority to enter into a lease agreement with Quadcam Development Group (the "Landlord") with respect to the property municipally known as 2800 Keele Street West, Toronto for purpose of operating a constituency office in ward of Councillor James Pasternak (the "Lease").
<b>Property</b>	The property municipally known as Unit 1, 2800 Keele Street West, Toronto, being part of PIN 10265-0539 (LT) and PIN 10265-0540 (the "Property"), as shown on the Location Map in Appendix "B".
<b>Actions</b>	1. Authority be granted to enter into the Lease with the Landlord, 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.
<b>Financial Impact</b>	The total estimated cost to the City for the combined term of two (2) years and nine (9) months will be approximately \$74,012.90 (plus HST) or \$75,315.53 (net of HST recoveries). If the option to extend for the next term of Council is exercised, the total cost to the City of Toronto over the initial term and the four (4) year extension will be approximately \$182,696.35 (plus HST) or \$185,911.80 (net of HST recoveries), using the current rates as estimates.
<b>Comments</b>	<p>Funding is available in the 2020 Council Approved Operating Budget for City Council, as part of the Constituency Services and Office Budget under cost centre CNY006-661000000 for office rent and the Councillor's Office Budget under cost centre CNX006-661000000 for parking.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p> <p>At its meeting on July 11, 12 and 13, 2012, City Council adopted and amended report EX21.9 "Policy Changes to Councillor Officer Operations" in doing so, City Council directed that the provision of a constituency office, within a civic centre (including City Hall) or within the Councillor's respective ward, be funded from the General Council Account Budget.</p> <p>The ward boundaries were changed when City Council was cut from 47 to 25 wards. Councillor James Pasternak was previously the elected representative for Ward 10, and is now the elected representative for Ward 6 (which is comprised of former Wards 9 and 10). Since April 1, 2011, Councillor Pasternak has leased a constituency office at 638 Sheppard Avenue West, which is central and convenient location for residents of the former Ward 10. However, 638 Sheppard Avenue West is not a central and convenient location for residents of the current Ward 6. Ultimately, 2800 Keele Street was selected due to its central and convenient location.</p> <p>The proposed rent and other major terms and conditions of the Lease are considered to be fair, reasonable and reflective of market rates.</p>
<b>Terms</b>	See Appendix "A".

<b>Property Details</b>	<b>Ward:</b>	Ward 6 – York Centre
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	82.96 m <sup>2</sup> ± (893 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
3. Issuance of RFPs/REOIs:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions and Agencies:	<b>Delegated to more senior positions.</b>	<b>Delegated to more senior positions.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. <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.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million. <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.
10. Leases/Licences (City as Tenant/Licensee):	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>	<b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b>
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000. <input type="checkbox"/> Where total compensation does not exceed \$50,000. <b>Delegated to more senior positions.</b>	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million. <input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<b>Delegated to more senior positions.</b>	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <input type="checkbox"/> (b) Releases/Discharges <input type="checkbox"/> (c) Surrenders/Abandonments <input type="checkbox"/> (d) Enforcements/Terminations <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates <input type="checkbox"/> (f) Objections/Waivers/Caution <input type="checkbox"/> (g) Notices of Lease and Sublease <input type="checkbox"/> (h) Consent to regulatory applications by City, as owner <input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title <input type="checkbox"/> (j) Documentation relating to Land Titles applications <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds

**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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager 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.

Consultation with Councillor(s)															
Councillor:	James Pasternak					Councillor:									
Contact Name:						Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objection (August 21, 2019)					Comments:									
Consultation with Divisions and/or Agencies															
Division:	City Clerks					Division:	Financial Planning								
Contact Name:	No objection (March 24, 2020)					Contact Name:	Filisha Jenkins								
Comments:						Comments:	No objection (March 19, 2020)								
Legal Division Contact															
Contact Name:	Emily Ng														

DAF Tracking No.: 2020-088	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	March 24 <sup>th</sup> , 2020	Signed By: Daran Somas
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	March 25 <sup>th</sup> , 2020	Signed By: Alison Folosea

#### 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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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, except for property acquisitions of 50M<sup>2</sup> or less for transit shelter purposes.
- (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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

**Appendix "A"****Major Term and Conditions**

**Premises:** Unit #1, 2800 Keele Street, comprising of approximately 893 square feet

**Landlord:** Quadcam Development Group

**Term:** Two (2) years and Nine (9) Months, commencing March 1, 2020 and ending on November 30, 2022

**Gross Rent:** The City shall pay to Landlord a gross rent of:

Year 1: \$2,000.00 per month plus HST

Year 2: \$2,000.00 per month plus HST

Year 3: \$2,000.00 per month plus HST

**Utilities:** Hydro separately metered and payable by tenant. Hydro is expected to cost \$3,887.90 for the term.

**Parking Rent:** Year 1: \$125 per month plus HST for 2 parking spaces. Parking is expected to cost \$4,125.00 for the term.

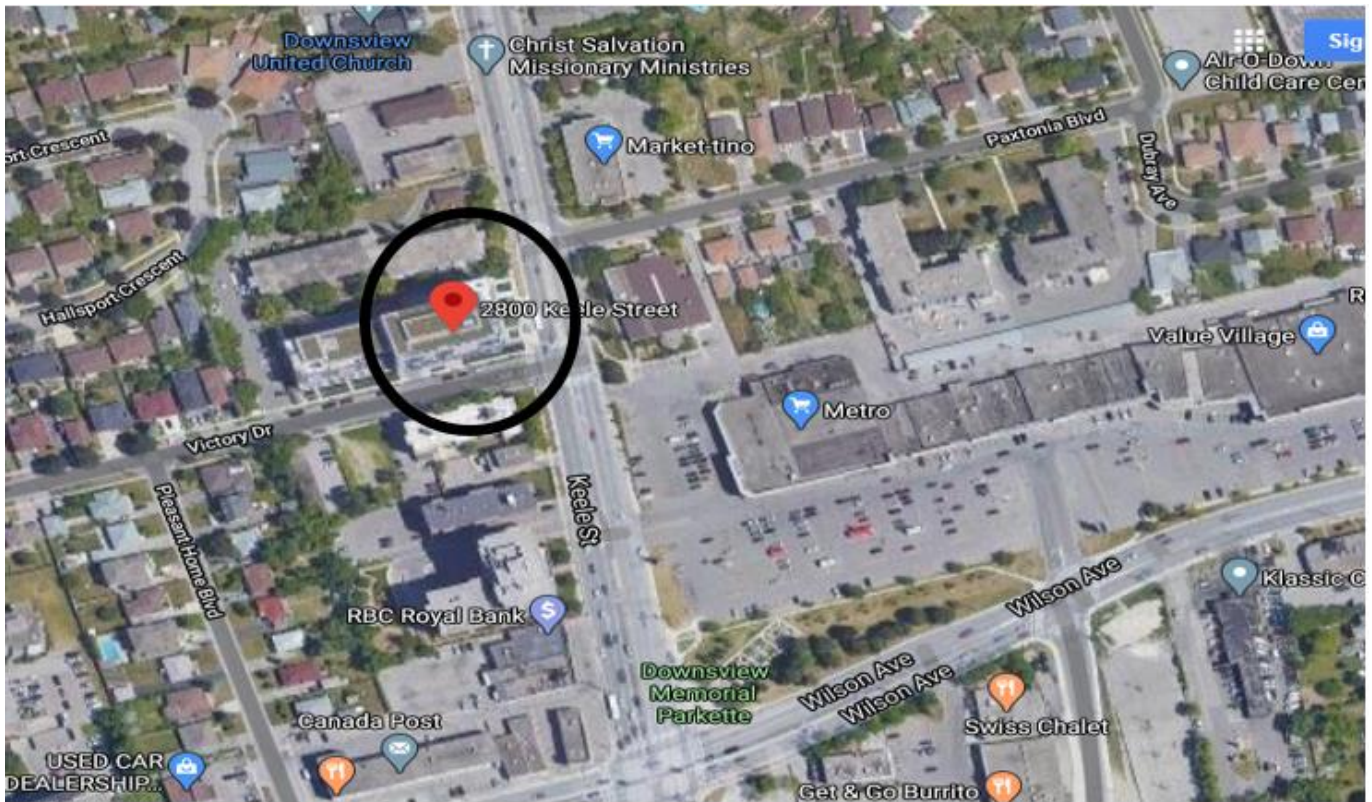
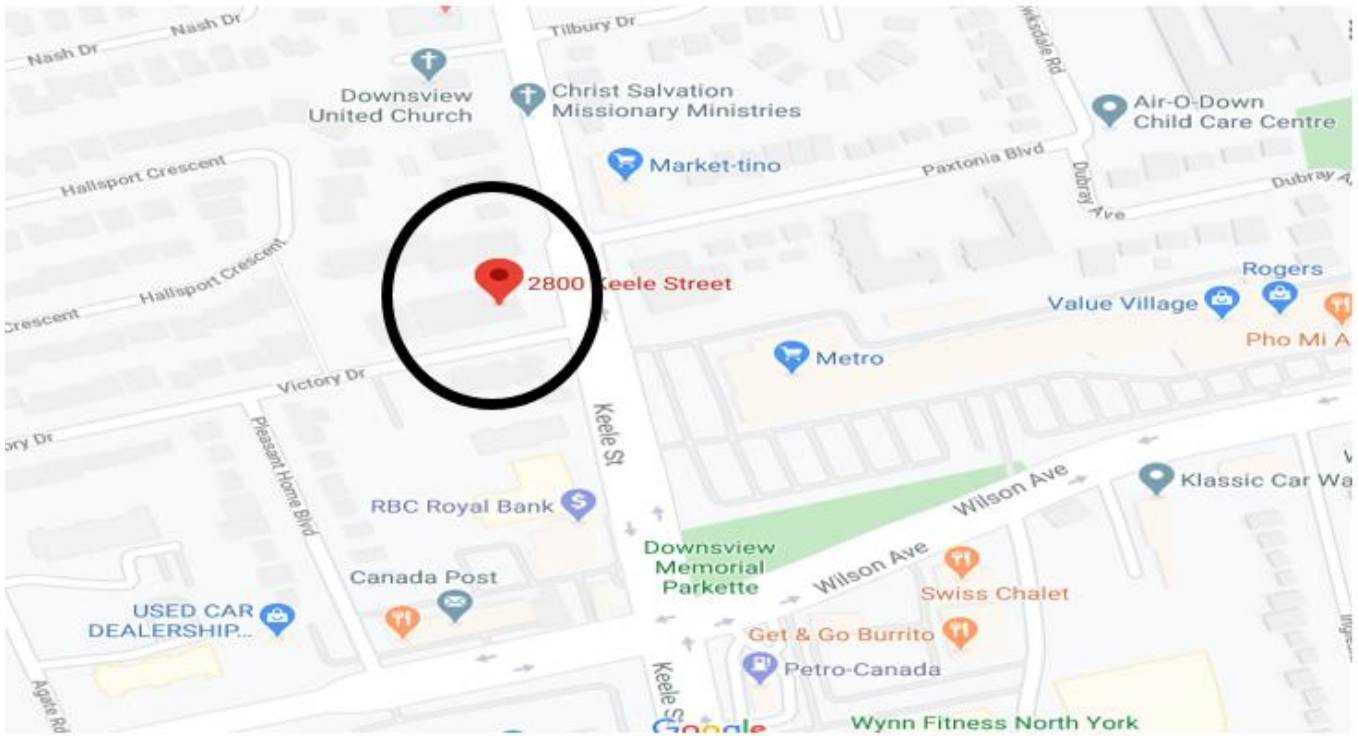
**Early Termination:** Automatic termination if the Councillor's term ends or he is no longer a member of City of Toronto Council. In addition, the Landlord or the City can terminate at any time, by providing Three (3) months prior written notice to the other.

**Option to Extend:** The City has the option to extend the Agreement for a period equivalent to the next term of City Council on the same terms and conditions except rent, which will be negotiated based on the then fair market rent rate for comparable premises in the area.

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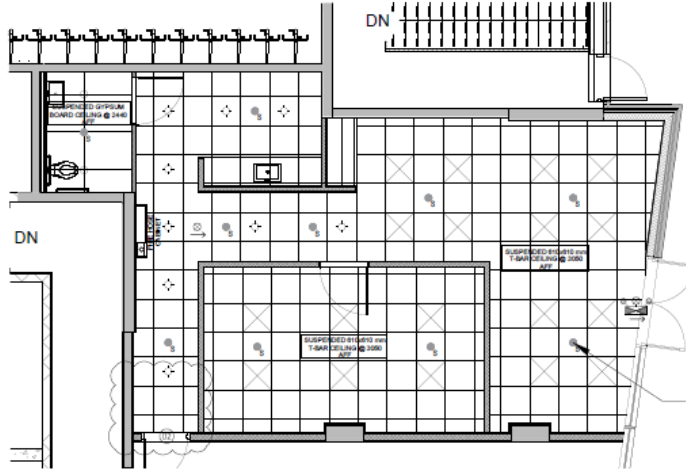
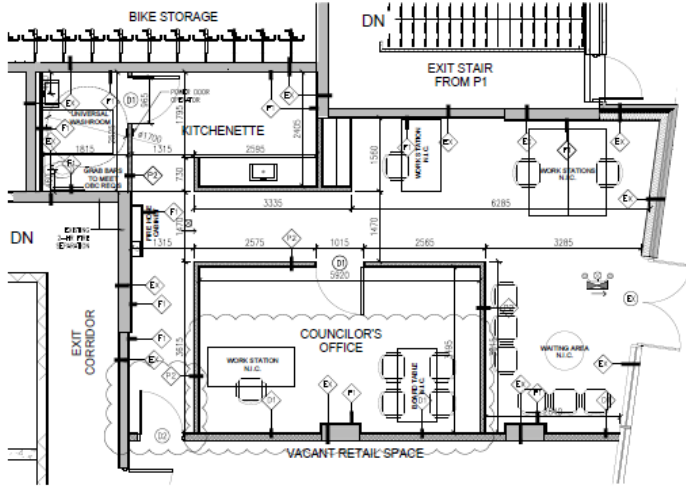
Appendix "B"

Location Map



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Floor Plan



1 RETAIL FLOOR PLAN

LEGEND

[Symbol]	EXISTING CONDITION
[Symbol]	NEW CONSTRUCTION

DOOR SCHEDULE

[Symbol]	EXISTING DOOR
[Symbol]	30mm x 210mm SMOG DOOR IN WOOD FRAME - UNLATCHED
[Symbol]	30mm x 210mm NF DOOR IN NF FRAME - 45 MIN. FRI

WALL SCHEDULE

[Symbol]	EXISTING WALL OR COLUMN
[Symbol]	15mm TYPE 3 GWS WITH SECS ON 150mm METAL STUDS @400 O.C. - FULL HEIGHT - NF FRI
[Symbol]	15mm TYPE 3 GWS ON 30mm METAL STUDS @400 O.C. - FULL HEIGHT - UNLATCHED
[Symbol]	15mm GWS WITH SECS ON 30mm METAL STUDS @400 O.C. HEIGHT TO 1800mm ABOVE U/S OF COLUMN - UNLATCHED
[Symbol]	15mm GWS 300mm STOD. IN 610mm O.C. HEIGHT TO U/S OF COLUMN
[Symbol]	13mm GWS ON FLOOR CHANNELS HEIGHT TO COLUMN

[Symbol]	RUNNING MAY EXIT SIGN
[Symbol]	RUNNING MAY EXIT SIGN & EMERGENCY LIGHT COMBO C/W BATTERY PACK

2 RETAIL RCP

LEGEND

[Symbol]	EXISTING CONDN
[Symbol]	NEW CONSTRUCTION

[Symbol]	PISTON
[Symbol]	SPRINKLER HEAD
[Symbol]	610x410mm LIGHT R/T/TYPE
[Symbol]	RUNNING MAY EXIT SIGN
[Symbol]	RUNNING MAY EXIT SIGN & EMERGENCY LIGHT COMBO C/W BATTERY PACK

**UNIVERSAL WASHROOM NOTE**

3.0.3.12. Universal Washrooms

- A universal washroom shall:
  - be served by a barrier-free path of travel;
  - have a door that is capable of being locked from the inside and released from the outside in case of emergency and that has:
    - a preapplied self-opening mechanism located not less than 900 mm and not more than 1 000 mm above the finished floor;
  - if it is an inward swinging door, a door pull not less than 140 mm long located on the inside so that the midpoint is not less than 200 mm and not more than 300 mm from the left side of the door and not less than 900 mm and not more than 1 100 mm above the finished floor; and
  - if it is an outward swinging door, a door closer, spring hinges or gravity hinges, so that the door closes automatically.
- have one lavatory conforming to Sentences 3.0.3.11 (1), (2) and (4);
- have grab bars conforming to:
  - Sentence 3.0.3.3 (2), if the water closet is located in accordance with Clause 3.0.3.3 (2)(a) or (b);
  - Sentence 3.0.3.3 (4), if the water closet is located in accordance with Clause 3.0.3.3 (2)(a);
- have no internal dimension between walls that is less than 1 700 mm;
- have a coat hook that conforms to Clause 3.0.3.3 (4) and a shelf that is located not more than 1 100 mm above the finished floor and projects not more than 100 mm from the wall;
- be designed to permit a wheelchair to turn in an open space not less than 1 700 mm in diameter;
- be provided with a door equipped with a power door operator if the door is equipped with a self-closing device;
- be provided with a mirror;
- installed above a lavatory described in Clause (1)(c); and
- mounted with its bottom edge not more than 1 000 mm above the finished floor or instead to the vertical to be usable by a person in a wheelchair; and
- have lighting controlled by a motion sensor conforming to Sentence 12.2.4.1 (2).

2800 KEELE

RETAIL #1

2800 KEELE, RETAIL #1  
TORONTO, ONTARIO

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No.	Issue / Description	Date
01	Issued for Review	2019/11/07
02	Issued for Permit	2019/11/07
03	Issued for Permit	2019/11/07
04	Issued for Construction	2019/11/07



Project No: 19074  
Scale: 1/75  
Date: 11/05/2019  
Drawn by: A.C.  
Drawing Title: FLOOR PLAN AND RCP  
Drawing Number: A001