

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

TRACKING NO.: 2022-293

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

Prepared By:	Eric Allen	Division:	Corporate Real Estate Management
Date Prepared:	November 30, 2022	Phone No.:	416-392-1852

Purpose	To obtain authority for the City of Toronto (the "City") to enter into a lease extension agreement with Quadcam Commercial Properties Limited (the "Landlord") with respect to the property municipally known as 2800 Keele Street, Toronto for purpose of maintaining a constituency office for Ward 6, Councillor James Pasternak (the "Lease Extension Agreement").																												
Property	The Leased Premises are Suite 1, 2800 Keele Street, Toronto, being part of PIN 10265-0539 (LT) and PIN 10265-0540 (the "Property"), as shown on the Location Map in Appendix "B". The Leased Premises consists of approximately 893 rentable square feet of space. The floor plan of the Leased Premises is attached hereto as Appendix "C".																												
Actions	1. Authority be granted to enter into the Lease Extension Agreement 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.																												
Financial Impact	<p>The total estimated cost to the City over the four (4) year term of the lease extension agreement, as outlined in Appendix A, is approximately \$117,840.00 (plus HST) or \$119,913.98 (net of HST recovery), of which \$108,000.00 (plus HST) or \$109,900.80 (net of HST recovery) is payable as gross rent, and \$9,840.00 (plus HST) or \$10,013.18 (net of HST recovery) as the estimated utilities and parking costs.</p> <p>If the option to extend for the next term of City Council is exercised, the total cost to the City of Toronto over the current lease extension term and the next term of City Council will be approximately \$235,680.00 (plus HST) or \$239,827.97 (net of HST recovery) using the current rates as estimates.</p> <p>Funding is available in the 2022 Council Approved Operating Budget for City Council (under cost centre CNY006) and will be included in future operating budget submissions for Council consideration.</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. Costs to be incurred by the City for each fiscal year is as follows (net of HST recovery):</p> <table border="1" data-bbox="310 1037 987 1285"> <thead> <tr> <th>Fiscal Year</th> <th>Cost of Gross Rent</th> <th>Estimated Utilities + Parking</th> <th>Total Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$ 2,289.60</td> <td>\$ 208.61</td> <td>\$ 2,498.21</td> </tr> <tr> <td>2023</td> <td>\$ 27,475.20</td> <td>\$ 2,503.30</td> <td>\$ 29,978.50</td> </tr> <tr> <td>2024</td> <td>\$ 27,475.20</td> <td>\$ 2,503.30</td> <td>\$ 29,978.50</td> </tr> <tr> <td>2025</td> <td>\$ 27,475.20</td> <td>\$ 2,503.30</td> <td>\$ 29,978.50</td> </tr> <tr> <td>2026</td> <td>\$ 25,185.60</td> <td>\$ 2,294.69</td> <td>\$ 27,480.29</td> </tr> <tr> <td>Total</td> <td>\$ 109,900.80</td> <td>\$ 10,013.18</td> <td>\$ 119,913.98</td> </tr> </tbody> </table>	Fiscal Year	Cost of Gross Rent	Estimated Utilities + Parking	Total Estimated Cost	2022	\$ 2,289.60	\$ 208.61	\$ 2,498.21	2023	\$ 27,475.20	\$ 2,503.30	\$ 29,978.50	2024	\$ 27,475.20	\$ 2,503.30	\$ 29,978.50	2025	\$ 27,475.20	\$ 2,503.30	\$ 29,978.50	2026	\$ 25,185.60	\$ 2,294.69	\$ 27,480.29	Total	\$ 109,900.80	\$ 10,013.18	\$ 119,913.98
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Comments	<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>At its meeting on October 30, 31, and November 1, 2012, City Council adopted Recommendation 1 of report CC27.5 "Parameters for Councillor Constituency Offices" and approved the proposed parameters.</p> <p>At its meeting on March 7, 2019, City Council amended and adopted EX2.5 "2019 Capital and Operating Budgets" amending the Parameters for Councillor Constituency Offices Policy to set the annual constituency office rent budget per Councillor for 2019. The parameters include an annual inflationary adjustment for the lease entitlement.</p> <p>The proposed Lease Agreement enables Councillor James Pasternak to establish a constituency office within his Ward (Ward 6 – York Centre).</p> <p>The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.</p>																												
Terms	See Appendix "A"																												

Property Details	Ward:	Ward 6 – York Centre
	Assessment Roll No.:	Not Applicable
	Approximate Size:	Not Applicable
	Approximate Area:	82.96 m ² ± (893 ft ² ±)
	Other Information:	Not Applicable

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/Licensors):</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 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 checked="" 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:	Councillor James Pasternak – Ward 6	Councillor:	
Contact Name:	Lesley Ruscica	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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 – 01-DEC-2022	Comments:	

Consultation with Divisions and/or Agencies

Division:	City Clerk's Office	Division:	Financial Planning
Contact Name:	Lesley Ruscica	Contact Name:	Filisha Jenkins
Comments:	No objections – 01-DEC-2022	Comments:	No objections – 01-DEC-2022

Legal Services Division Contact

Contact Name:	Chris Cieslik
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DAF Tracking No.: 2022-293	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Ronald Ro	Dec. 12, 2022	Signed by Ronald Ro
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Dec. 22, 2022	Signed by Alison Folosea

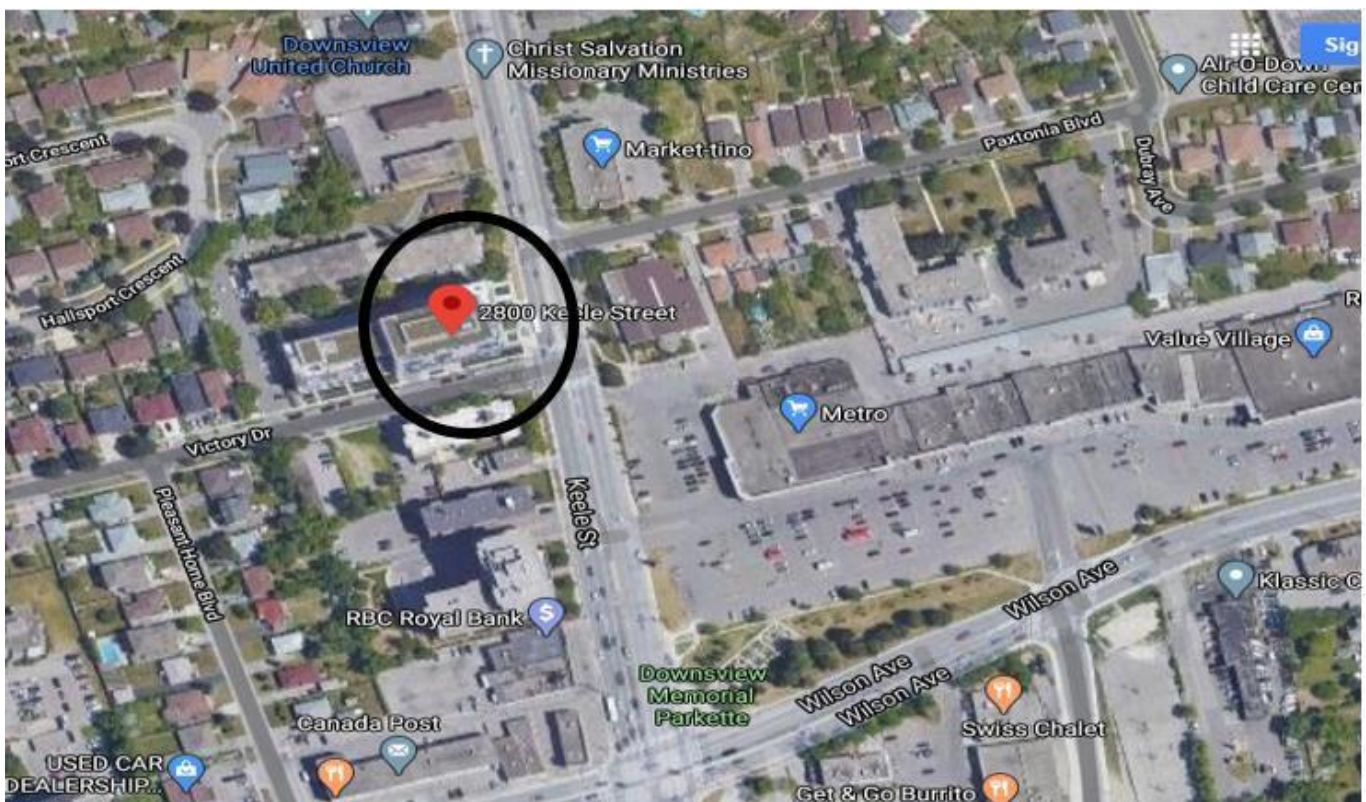
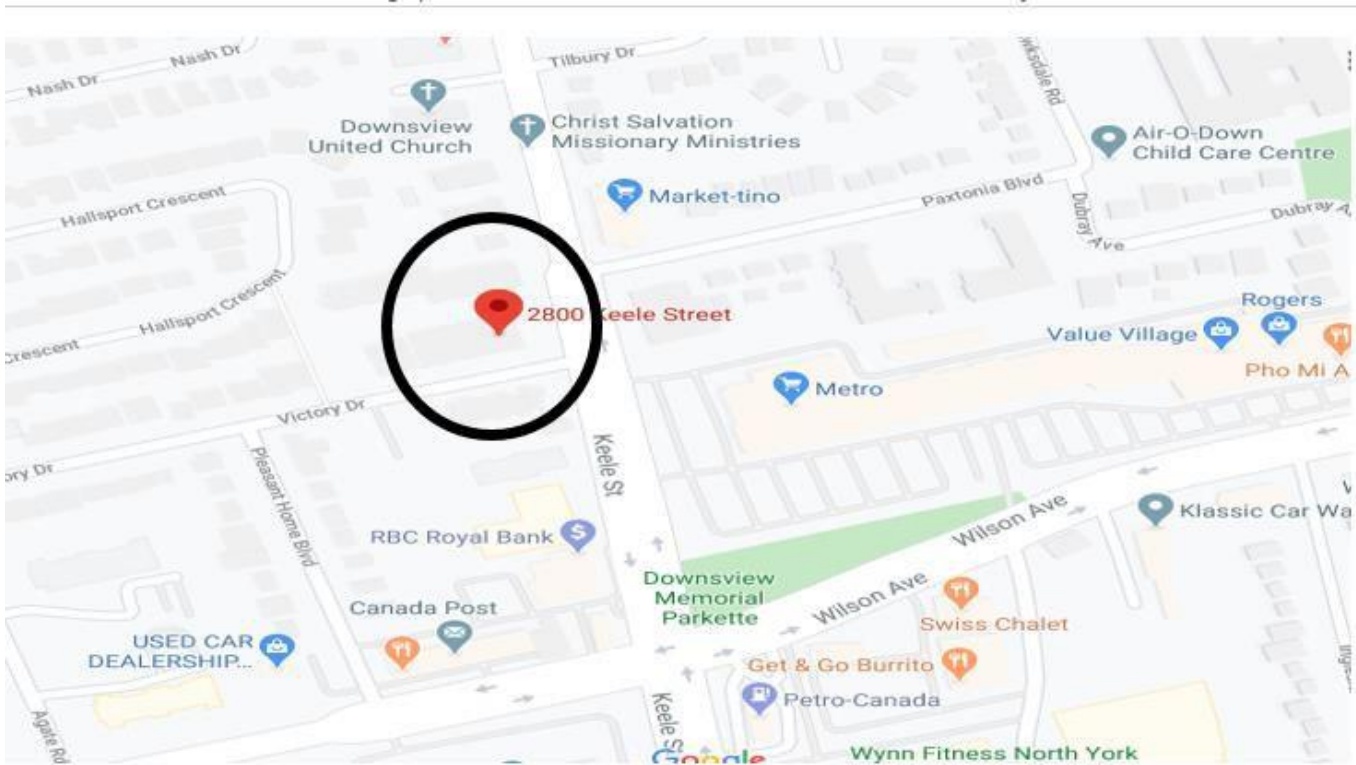
Appendix "A" – Major Terms and Conditions

Premises:	Unit #1, 2800 Keele Street, comprising of approximately 893 square feet
Landlord:	Quadcam Commercial Properties Limited
Use:	A constituency office for Ward 6, Councillor James Pasternak
Lease Commencement:	December 1, 2022
Lease Expiry:	November 30, 2026 (4 year term)
Gross Rent:	\$2,250.00 monthly
Utilities:	Hydro separately metered and payable by tenant. Hydro is expected to cost \$3,840.00 for the term (exclusive of HST).
Parking Rent:	\$125 per month plus HST for 2 parking spaces. Parking is expected to cost \$6,000.00 for the term (exclusive of HST).
Early Termination:	This Lease shall terminate, if for any reason, Councillor James Pasternak's term as a Member of City of Toronto Council should end or at any time during the Term or any extension upon three (3) months written notice from the Tenant to the Landlord.
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.
Insurance:	The City shall, at its expense, arrange for commercial general liability insurance with liability coverage in the amount of not less than One Million (\$1,000,000.00) per occurrence.

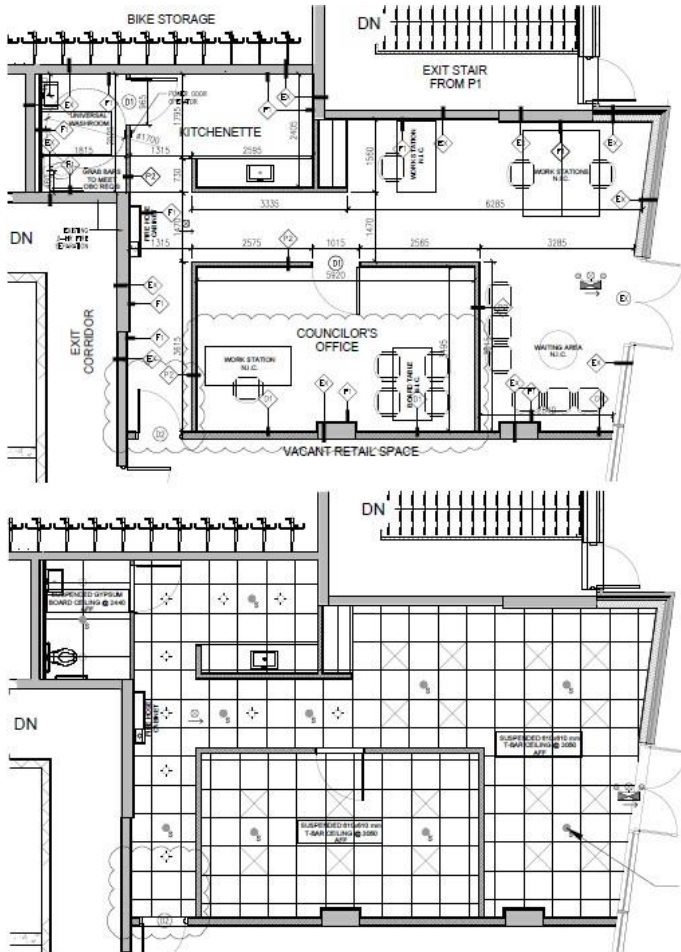
Municipal Capital Facilities Agreement

The Landlord acknowledges that the Tenant has the right, in its discretion, to request the Council of the City of Toronto ("City Council") to exempt the Leased Premises from taxation for municipal and school purposes under section 252 of the City of Toronto Act, 2006 and O. Reg. 598/06, both as amended, if the Tenant considers that the Leased Premises will be or are being used as a municipal capital facility. In the event that City Council passes a by-law for such an exemption, the Landlord and the Tenant shall be bound by the terms and conditions of the Municipal Capital Facility Agreement (within Schedule "B" of the Lease Agreement) as of the date of the by-law coming into force or the date when the term of the Lease commences, whichever is later. The Tenant shall notify the Landlord of the passage of the by-law. The Landlord agrees to pass the full benefit of such exemption on to the Tenant during the entire period of any such exemption, with the Tenant at its option taking such benefit as: (i) a rent credit or rent adjustment, or (ii) such other manner as the Tenant acting reasonably and in the interests of transparency shall require.

Appendix "B" – Location Map



Appendix "C" – Floor Plan



1 RETAIL FLOOR PLAN
SCALE: 1/8" = 1'-0"

LE-01	
[Symbol]	EXISTING CONDITION
[Symbol]	NEW CONSTRUCTION
DOOR SCHEDULE	
[Symbol]	EXISTING DOOR
[Symbol]	200mm SLD/3mm SMD DOOR IN WOOD FRAME (INSIDE)
[Symbol]	200mm SLD/3mm HI DOOR IN HI FRAME (INSIDE)
[Symbol]	45 W/1. FIB
RAIL SCHEDULE	
[Symbol]	EXISTING WALL OR COLUMN
[Symbol]	300mm TYP. 1/2" GAP BUSH TYPE ON 150mm METAL STUD @ 600mm O.C. - FULL HEIGHT - HI FIB
[Symbol]	300mm TYP. 1/2" GAP BUSH TYPE ON 150mm METAL STUD @ 600mm O.C. - FULL HEIGHT - UNGRATE
[Symbol]	300mm TYP. 1/2" GAP BUSH TYPE ON 150mm METAL STUD @ 600mm O.C. HEIGHT TO 150mm ABOVE 1/2" OF CEILING - UNGRATE
[Symbol]	FLUORESCENT WALL
[Symbol]	300mm TYP. 1/2" GAP BUSH TYPE ON 150mm METAL STUD @ 600mm O.C. HEIGHT TO 1/2" OF CEILING
[Symbol]	1/2" TYP. GAP ON FINISH UNGRATE HEIGHT TO CEILING
ELECTRICAL	
[Symbol]	RUNNING MAIN EXIT SIGN
[Symbol]	EXISTING MAIN EXIT SIGN & EMERGENCY LIGHT CONTROL (W/ BATTERY PACK)

2 RETAIL RCP
SCALE: 1/8" = 1'-0"

LE-02	
[Symbol]	EXISTING CONDITION
[Symbol]	NEW CONSTRUCTION
[Symbol]	POTLIGHT
[Symbol]	SPRINKLER HEAD
[Symbol]	EXISTING/NEW LIGHT RIGGING
ELECTRICAL	
[Symbol]	RUNNING MAIN EXIT SIGN
[Symbol]	EXISTING MAIN EXIT SIGN & EMERGENCY LIGHT CONTROL (W/ BATTERY PACK)

UNIVERSAL WASHROOM NOTE

- 3.3.3.12. Universal Washrooms
- A universal washroom shall:
 - be served by a backflow-free hot and cold water supply.
 - 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 grabbable latch-opening mechanism located not less than 900 mm and not more than 1,000 mm above the finished floor;
 - if it is an outward swinging door, a door pull not less than 140 mm long located on the inside so that its end-point is not less than 200 mm and not more than 300 mm from the latch 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 inward swinging door, a door closer, spring hinges or gravity hinges, so that the door closes automatically.
 - Have one lavatory conforming to Sentence 3.3.3.11. (1), (2) and (4).
 - Have one water closet conforming to Article 3.3.3.2 that is located in accordance with Clause 3.3.3.2(2)(a) or (b).
 - Have grab bars conforming to:
 - Sentence 3.3.3.3(2);
 - Sentence 3.3.3.4(4), if the water closet is located in accordance with Clause 3.3.3.3(2)(a);
 - Sentence 3.3.3.4(4), if the water closet is located in accordance with Clause 3.3.3.3(2)(b).
 - Have a coat hook that conforms to Clause 3.3.3.1(1)(a) 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 mirror.
 - Be installed above a lavatory described in Clause (1)(c), and
 - Be installed with its bottom edge not more than 1,100 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	20191007
02	Issued for Permit	20191102
03	Revised for Permit	20191105
04	Issued for Construction	20191105

Project North Stamp



Project No: 19074
Scale: 1/8" = 1'-0"
Date: 11/05/2019
Drawn by: A.C.
Drawing Title: FLOOR PLAN AND RCP

Drawing Number: A001