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DELEGATED APPROVAL FORM DEPUTY CITY MANAGER, CORPORATE SERVICES EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2023-035

Date Prepared: February 8, 2023 Phone No.: 416-397-5952 Purpose To obtain authority to enter into a Lease Extension and Amending Agreement between 2624237 Ontario Corp., by i operating company Woodside Investment Management Inc. (the "Landlord"), and the Toronto Public Library Board ("TPL"), as Tenant, at 1571 Sandhurst Circle, Toronto, for a further period of five years (the "Second Extension"). Property The property municipally known as Unit 207C, 1571 Sandhurst Circle, Toronto, legally described as Part Block LL, 1 66011467 & Part Block CAX, Plan 6601487, PART 2, 66871331, Scathorough; City of Toronto, being all of PIN 0603 0041 (LT), (the ("Property"), as shown on the Location Map in Appendix" B". Actions 1. Authority be granted to the City Librarian to enter into the Second Extension with 2624237 Ontario Corp., substantially on the major terms and conditions set out in Appendix" A", and including such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor; 2. The City Librarian, or her designate, administer and manage the Lease including the provision of any consents, approvals, waivers, notices and notices of transaction Services, Corporate Real Estate Management for determina and direction; 3. The appropriate Library and City Officials be authorized and directed to take the necessary action to give effect thereto. Financial Impact The total cost to TPL for the five (5) year term; inclusive of minimum rent, utilities, and additional rent, which consis of TPL's proportionate share of common area maintenance; will be \$1,1483,030.00 (plus HST) or \$1,200,222.22 (pt of HST recovery). Total estimated costs, net of HST recoveries, by fiscal year are shown in t		Boluwarin Mojeed		Division:		Corporate Real Estate Management			
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Α.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:				
1. Acquisitions:	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.				
2A. Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.				
2B. Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.				
in Property Being Expropriated:	Request/waive hearings of necessity delegated to less senior positions.	Request/waive hearings of necessity delegated to less senior positions.				
3. Issuance of RFPs/REOIs:	Issuance of RFPs/REOIs.	Issuance of RFPs/REOIs.				
4. Permanent Highway Closures:	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.				
 Transfer of Operational Management to Divisions, Agencies and Corporations: 	Transfer of Operational Management to Divisions, Agencies and Corporations.	Transfer of Operational Management to Divisions, Agencies and Corporations.				
6. Limiting Distance Agreements:	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.				
 Disposals (including Leases of 21 years or more): 	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.				
 Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: 	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.				
 Leases/Licences (City as Landlord/Licensor): 	(a) Where total compensation (including options/ renewals) does not exceed \$3 Million.	(a) Where total compensation (including options/ renewals) does not exceed \$5 Million.				
	(b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.				
	Delegated to a more senior position.	(c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017, as amended from time to time.				
10. Leases/Licences (City as Tenant/Licensee):	X Where total compensation (including options/ renewals) does not exceed \$3 Million.	Where total compensation (including options/ renewals) does not exceed \$5 Million.				
11. Easements (City as Grantor):	(a) Where total compensation does not exceed \$3 Million.	(a) Where total compensation does not exceed \$5 Million.				
	(b) When closing roads, easements to pre-existing utilities for nominal consideration.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.				
12. Easements (City as Grantee):	Where total compensation does not exceed \$3 Million.	Where total compensation does not exceed \$5 Million.				
13. Revisions to Council Decisions in Real Estate Matters:	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).				
14. Miscellaneous:	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences				
	(b) Releases/Discharges	(b) Releases/Discharges				
	(c) Surrenders/Abandonments	(c) Surrenders/Abandonments				
	(d) Enforcements/Terminations	(d) Enforcements/Terminations				
	(e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates	(e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates				
	(f) Objections/Waivers/Cautions	(f) Objections/Waivers/Cautions				
	(g) Notices of Lease and Sublease	(g) Notices of Lease and Sublease				
	(h) Consent to regulatory applications by City, as owner	(h) Consent to regulatory applications by City, as owner				
	(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title	(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title				
	(j) Documentation relating to Land Titles applications	(j) Documentation relating to Land Titles applications				
	(k) Correcting/Quit Claim Transfer/Deeds	(k) Correcting/Quit Claim Transfer/Deeds				

B. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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 Х Consultation with Councillor(s) Councillor: Jamaal Myers Councillor: Contact Name: Adam Reinhardt Contact Name: X E-Mail Contacted by: Phone Memo Other Contacted by: Phone E-mail Memo Other Comments: No Objections Comments: **Consultation with Divisions and/or Agencies** Financial Planning Division: Toronto Public Library Division: Contact Name: Harvey Mooradian Contact Name: Filisha Jenkins Comments: Concurred Comments: Concurred Legal Services Division Contact Contact Name: Michelle Xu

DAF Tracking No.: 2023-035	Date	Signature
Recommended by: Manager, Real Estate Services Jennifer Kowalski	February 9, 2023	Signed by Jennifer Kowalski
Recommended by: Acting Director, Real Estate Services Vinette Prescott-Brown	February 9, 2023	Signed by Vinette Prescott-Brown
Recommended by:Executive Director, Corporate Real Estate ManagementXApproved by:Patrick Matozzo	February 14, 2023	Signed by Patrick Matozzo
Approved by: Deputy City Manager, Corporate Services Josie Scioli		

Appendix A - Major Terms and Conditions

Premises:

Approximately 9,944 square feet of rentable space at 1571 Sandhurst Circle, Toronto.

Landlord:

2624237 Ontario Corp., as represented by Woodside Investment Management Inc.

Term:

Five years commencing on December 1, 2021 and ending on November 30, 2026

Use:

Neighbourhood library operated by Toronto Public Library

Base Rent:

The base rent is \$12.00 per sq. ft. in Year 1, \$13.00 per sq. ft. in Years 2 and 3, \$14.00 per sq. ft. in Year 4, and \$15.00 per sq. ft. in Year 5, plus HST.

Additional Rent:

The estimated rate is \$7.50 per sq. ft. or \$74,580.00 per year, plus HST.

Utilities:

Utilities are estimated at \$3.00 per sq. ft., or \$29,832.00 per year, plus HST.

Total estimated costs, net of HST recoveries, by contract year are shown in the table below:

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Base Rent (Before HST)	\$119,328.00	\$129,272.00	\$129,272.00	\$139,216.00	\$149,160.00	\$ 666,248.00
Additional Rent (Before HST)	\$ 74,580.00	\$ 74,580.00	\$ 74,580.00	\$ 74,580.00	\$ 74,580.00	\$ 372,900.00
Utilities	\$ 29,832.00	\$ 29,832.00	\$ 29,832.00	\$ 29,832.00	\$ 29,832.00	\$ 149,160.00
Subtotal	\$223,740.00	\$ 233,684.00	\$ 233,684.00	\$ 243,628.00	\$ 253,572.00	\$ 1,188,308.00
Total (Subtotal + HST)	\$252,826.20	\$ 264,062.92	\$ 264,062.92	\$ 275,299.64	\$ 286,536.36	\$ 1,342,788.04
Total Net of HST Recovery	\$227,677.82	\$ 237,796.84	\$ 237,796.84	\$ 247,915.85	\$ 258,034.87	\$ 1,209,222.22

Landlord's and TPL's Works:

- i. at the Landlord's expense three (3) exterior double-glazed windows will be installed, based on the preliminary drawing provided by TPL, on the west side of the branch. Final drawings for this scope of work will be prepared by the Landlord's consultant and submitted to the library for review. The Landlord is to make every effort not to disrupt library service for an extended period of time to complete this construction work.
- ii. the new addition to the mall requires permanent removal of all north side windows, at the Landlord's expense. The demising wall of the branch will be patched and repaired. All building and fire code regulations will be maintained. All new wall finishes shall match the current finishes. The new exit door proposed by the Landlord for the staff lunch roomleading into the new corrdior on the north side of the branch is not required as per TPL and therefore shall not be installed.
- iii. the exterior TPL sign that was removed by the Landlord, near the branch entrance, must be installed in a prominent location but will be determined by the Landlord. Upon full execution of this agreement, TPL must submit its sign, electrical and all other necessary permit applications to the City for permit approval. TPL agrees to provide prelimiary drawings and shop drawings for the Landlord's approval of this new sign. The fabrication of the new sign and the installation of the sign will be completed by TPL.
- iv. TPL has recently launched a new signage programme. Once the new signage is planned, as per paragraph iii, the existing signage on the building exterior above the loading dock and the interior mall signage will be updated to match the new standards. TPL will submit drawings to the Landlord for their review and approval. It is agreed that TPL shall not be permitted or construct any signage without applicable permits are obtained.
- v. as part of the addition to the mall, the Landlord has planned changes to the existing loading dock. The new loading dock will be shared by TPL and adjacent tenants. The loading dock will be used by TPL Facilities, IT and Distribution/Delivery Services to support the functionality of the branch.





