

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

TRACKING NO.: 2024-092

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

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management										
Date Prepared:	April 10 th 2024	Phone No.:	416-392-1167										
Purpose	To obtain authority to enter into a lease agreement (the "Agreement") with National Ethnic Press and Media Council of Canada (the "Tenant") for premises in the Press Gallery (the "Premises") of the property municipally known as 100 Queen St West, Toronto (City Hall) as a member of the press solely for the purpose of using the Premises as office space.												
Property	The property municipally known as 100 Queen Street West, Toronto and commonly referred to as City Hall (the "Property"), as shown on the Location Map in Appendix "B".												
Actions	1. Authority be granted to enter into the Lease Agreement with the Tenant, substantially on the terms and conditions set in Appendix A, and including such other amended terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.												
Financial Impact	<p>The Tenant covenants to pay Rent as provided in this Lease. "Rent" shall be the Tenant's Proportionate Share of Operating Costs plus Realty Taxes payable in respect of the Press Gallery shown in Appendix "A"</p> <p>Accordingly, this lease arrangement will be cost neutral for the City and has no budgetary impact. For the proposed lease agreements, the City has successfully negotiated full recovery of the operating costs and realty taxes from the Press Gallery Tenants.</p> <p>These Funds will be directed to the 2024 Operating Budget for Corporate Real Estate Management (CREM) under cost center FA1379. Future year revenue will be referred to the City's annual budget process and will be included as part of the 2024 and future year budget submissions for consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>												
Comments	<p>At its meeting on October 27, 28, and 30, 2020, City Council adopted Item 2020.GL 16.11, authorizing a new lease with the Tenant for a term of five (5) years with an option to extend for an additional term of five (5) years. The Tenant has occupied the Premises since January 1, 2019 and continues to occupy the Premises at the date of execution, and the Tenant is desirous of executing a lease with a term of five (5) years while also exercising the option to extend.</p> <p>The proposed rent fee and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of the October 27, 28, and 30, 2020, City Council adopted Item 2020.GL 16.11.</p>												
Terms	See Appendix "A"												
Property Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Ward:</td> <td>10– Spadina-Fort York</td> </tr> <tr> <td>Assessment Roll No.:</td> <td></td> </tr> <tr> <td>Approximate Size:</td> <td></td> </tr> <tr> <td>Approximate Area:</td> <td>251 ft² ±</td> </tr> <tr> <td>Other Information:</td> <td></td> </tr> </table>			Ward:	10– Spadina-Fort York	Assessment Roll No.:		Approximate Size:		Approximate Area:	251 ft ² ±	Other Information:	
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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/REOs:</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/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 \$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/REOs.</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 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 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 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:	Ausma Malik	Councillor:	
Contact Name:	Ausma Malik	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 Objection	Comments:	

Consultation with Divisions and/or Agencies

Division:	Corporate Real Estate Management	Division:	Financial Planning
Contact Name:	Alison Folosea	Contact Name:	Ciro Tarantino
Comments:	No Objection	Comments:	Has provided comment

Legal Services Division Contact

Contact Name: Frank Weng

DAF Tracking No.: 2024-092	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	April 12, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	April 18, 2024	Signed by Alison Folosea

Major Terms and Conditions**Leased Premises:**

City Hall for the City of Toronto located at 100 Queen Street West, Toronto, Ontario

Recovery Fees:

<u>Year</u>	<u>Proportionate Share of Operating Costs</u>	<u>Realty Taxes</u>	<u>Total Annual payments to City (HST Inclusive)</u>
2019	\$4,131.92	\$2,496.99	\$6,628.91
2020	\$4,235.22	\$2,559.42	\$6,794.63
2021	\$4,341.10	\$2,623.40	\$6,964.50
2022	\$4,449.63	\$2,688.99	\$7,138.61
2023	\$4,560.87	\$2,756.21	\$7,317.08
2024	\$4,674.89	\$2,825.12	\$7,500.00
2025	\$4,791.76	\$2,895.74	\$7,687.50
2026	\$4,911.55	\$2,968.14	\$7,879.69
2027	\$5,034.34	\$3,042.34	\$8,076.68
2028	\$5,160.20	\$3,118.40	\$8,278.60
Total	\$46,291.48	\$27,974.75	\$74,266.20

Term:

The original term was for a period of five (5) years, commencing on January 1, 2019 and expiring on December 31, 2023. It was not terminated earlier pursuant to this Lease.

The Tenant has agreed to exercise the option to extend, extending the Term for an additional five (5) years to commence on January 1, 2024 and expire on December 31, 2028 unless terminated earlier.

Insurance:

The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

(a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant within the Premises or on the Property or Building, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and leasehold improvements, in an amount not less than the full replacement cost thereof from time to time

(b) General liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage, with respect to the Premises and the Common Areas, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than two million dollars (\$2,000,000.00) or such higher limits as the Landlord may reasonably require from time to time

SKETCH OF PREMISES- National Ethic Press Council of Canada Location.

