**TRACKING NO.: 2025-230** 



# **DELEGATED APPROVAL FORM**

DIRECTOR, REAL ESTATE SERVICES MANAGER, REAL ESTATE SERVICES

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property Prepared By: Corporate Real Estate Management Joe Corigliano Division: July 07, 2025 416-392-1167 Date Prepared: Phone No.: To obtain authority to enter into a Lease Amending Agreement (the "Agreement") with Ministerial Associates Inc. (the **Purpose** "Tenant") for the premises known as the Wedding Chambers (the "Premises") in the property municipally known as 100 Queen St West, Toronto (City Hall). The property is municipally known as 100 Queen Street West, Toronto commonly referred to as City Hall (the **Property** "Property"), located on the third floor, East Tower (the "Premises") as shown on the Location Map in Appendix "B". **Actions** Authority be granted to enter into the Lease Amending 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. The City will receive a total revenue, of \$675,993.12 (including HST) over the term of the agreement. All 2025 revenue **Financial Impact** will be directed to cost center FA1406. Future year revenue will be referred to the City's annual budget process and will be included as part of the 2025 and future year budget submissions for consideration. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section. By a lease dated August 28, 1997 (the "Lease") the City leased to the Tenant certain premises on the third floor, east Comments tower (the "Premises") of approximately 1,016 square feet, located within Toronto City Hall, 100 Queen Street, Toronto, Ontario. By Agreement on February 1, 1999 the parties agreed to amend and renew the Lease for a term expiring the 31st day of January, 2004. On February 1, 2004, the parties agreed to amend the lease, expiring on January 31, 2009. From February 1st 2009 the Tenant continued to occupy the Premises in overhold through to May 31, 2025. The parties through negotiations, have agreed to extend the lease, for an additional period of time commencing June 1, 2025 and expiring December 31, 2026. (Outlined in Appendix "A"). The proposed Leasing Amending Agreement and other major terms and conditions of the Agreement are considered to be fair, reasonable and reflective of market rates. **Terms** See Appendix "A" **Property Details** Ward: 10 - Spadina- Fort York Assessment Roll No.: Approximate Size: 1,016 ft ± Approximate Area: Other Information:

Α.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
<b>2A.</b> Expropriations Where City is Expropriating Authority:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
2B. Expropriations For Transit- Related Purposes Where City is Property Owner or Has Interest in Property Being	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	(a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.
Expropriated:	(b) Request Hearings of Necessity.	(b) Request Hearings of Necessity.
	(c) Waive Hearings of Necessity.	(c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOIs:	Delegated to more senior positions.	Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to more senior positions.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
<ol> <li>Transfer of Operational Management to Divisions, Agencies and Corporations:</li> </ol>	Delegated to more senior positions.	Delegated to more senior positions.
<b>6.</b> Limiting Distance Agreements:	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	(a) Where total compensation (including options/renewals) does not exceed \$50,000.	(a) Where total compensation (including options/renewals) does not exceed \$1 Million.
,	(b) Where compensation is less than market value, for periods not exceeding three (3) months, including licences for environmental assessments and/or testing, etc.	(b) Where compensation is less than market value, for periods not exceeding six (6) months, including licences for environmental assessments and/or testing, etc.
	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
<b>10.</b> Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$50,000.	Where total compensation (including options/ renewals) does not exceed \$1 Million.
<b>11.</b> Easements (City as Grantor):	Where total compensation does not exceed \$50,000.	(a) Where total compensation does not exceed \$1 Million.
	Delegated to more senior positions.	(b) When closing roads, easements to pre- existing utilities for nominal consideration.
<b>12.</b> Easements (City as Grantee):	Where total compensation does not exceed \$50,000.	Where total compensation does not exceed \$1 Million.
<b>13.</b> Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	(a) Approvals, Consents, Notices and Assignments under all Leases/Licences
		(b) Releases/Discharges
		(c) Surrenders/Abandonments
		(d) Enforcements/Terminations (e) Consents/Non-Disturbance Agreements/ Acknowledgements/Estoppel Certificates
		(f) Objections/Waivers/Cautions
		(g) Notices of Lease and Sublease
		(h) Consent to regulatory applications by City, as owner
		(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
		(j) Documentation relating to Land Titles applications
		(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 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					
X Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property					
Consultation wit	h Councillor(s)				
Councillor:	A, Malik	Councillor:			
Contact Name:	A.Malik	Contact Name:			
Contacted by:	Phone X E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other		
Comments:	No Objection	Comments:			
Consultation with Divisions and/or Agencies					
Division:	Corporate Real Estate Managment	Division:	Financial Planning		
Contact Name:	Alison Folosea	Contact Name:	Karen Liu		
Comments:	Concurs	Comments:	Concurs		
Legal Services Division Contact					
Contact Name: Jacqueline Kiggundu					

DAF Tracking No.: 2025	5-230	Date	Signature		
Concurred with by:	Manager, Real Estate Services				
X Recommended by: Approved by:	Manager, Real Estate Services Eric Allen	07-JUL-2025	Signed by Eric Allen		
Approved by:	Director, Real Estate Services Alison Folosea	15-July-2025	Signed by Alison Folosea		

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## Appendix "A"

#### **Major Terms and Conditions**

Leased Premises: 100 Queen Street West, City Hall, Third floor, East Tower, as shown on the Location Map in Appendix "B

#### Rent:

June 1, 2025 to December 31, 2025: \$216,300, plus HST payable in advance on the first day of each month in equal instalments of \$30,900 per month, plus HST.

January 1, 2026 to December 31, 2026: \$381,924 per annum, plus HST payable in advance on the first day of each month in equal instalments of \$31,827 per month, plus HST.

Month (2025)	Rate	HST	Total	Month (2026)	Rate	HST	Total
June	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	January	\$31,827.00	\$ 4,137.51	\$ 35,964.51
July	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	February	\$31,827.00	\$ 4,137.51	\$ 35,964.51
August	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	March	\$31,827.00	\$ 4,137.51	\$ 35,964.51
September	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	April	\$31,827.00	\$ 4,137.51	\$ 35,964.51
October	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	May	\$31,827.00	\$ 4,137.51	\$ 35,964.51
November	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	June	\$31,827.00	\$ 4,137.51	\$ 35,964.51
December	\$ 30,900.00	\$ 4,017.00	\$ 34,917.00	July	\$31,827.00	\$ 4,137.51	\$ 35,964.51
Total	\$216,300.00	\$28,119.00	\$244,419.00	August	\$31,827.00	\$ 4,137.51	\$ 35,964.51
				September	\$31,827.00	\$ 4,137.51	\$ 35,964.51
				October	\$31,827.00	\$ 4,137.51	\$ 35,964.51
				November	\$31,827.00	\$ 4,137.51	\$ 35,964.51
				December	\$31,827.00	\$ 4,137.51	\$ 35,964.51
				Total	\$381,924.00	\$ 49,650.12	\$431,574.12

Term: June 1st 2025- December 31 2026

Options to Renew: None

Use: Matrimonial Services

#### Insurance:

The Tenant shall at its expense, obtain and maintain throughout the Term or any extension thereof:

Insurance as required by the Landlord, including Commercial General Liability Insurance in a form and content satisfactory to and with insurance companies acceptable to the Landlord, protecting the Landlord and the Tenant against liability for bodily and personal injury and for damage to or destruction of property by reason of any occurrence or accident in, on or about the Premises, including legal liability, with liability coverage in an amount of not less than **TWO MILLION DOLLARS (\$2,000,000.00)**, per occurrence, or such higher limits as the Landlord from time to time request. The Tenant will provide the Landlord with a <u>Certificate of Insurance</u>, to confirm such insurance, with the Landlord added as an additional insured. The policy shall include a clause which states that the Landlord will receive 30 days' notice in the event that the policy is cancelled or amended.

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# Appendix "B" Location Map Toronto City Hall, East Tower 3<sup>rd</sup> Floor

