TRACKING NO.: 2017-277



DELEGATED APPROVAL FORM DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES DIRECTOR OF REAL ESTATE SERVICES

	DIRECTOR OF	REAL ESTATE SERV	ICES								
adopted by City Cou Delegation of Auth October 11, 2013), Council on August 2	uncil on May 11 and 12, 2010 (Confirmatory By-law Nority in Certain Real Estate Matters" adopted by Cas amended by DAF 2013-307 and DAF 2014-087; a	No. 532-2010, enacted on May 12, ity Council on October 8, 9, 10 an and further amended by EX44.22 e 4-2014, enacted on August 28, 20	Plegation of Authority in Certain Real Estate Matters" 2010), as amended by GM24.9 entitled "Minor Amendments to d 11, 2013 (Confirmatory By-Law No. 1234-2013, enacted on entitled "Strategic Property Acquisitions" adopted by City 014), and further amended by GM16.16 entitled "Transit Shelter v No. 1290-2016, enacted on December 15, 2016).								
Lessee Selection"	to the Delegated Authority contained in Executive C adopted by City Council on August 5 and 6, 2009. C		Union Station Revitalization Implementation and Head b. 749-2009, enacted on August 6, 2009.								
Prepared By:	Jin Han	Division:	Real Estate Services								
Date Prepared:	October 17, 2017	Phone No.:	(416) 338-1297								
Purpose	To obtain authority to amend the lease, dated December 15, 1932, between the City of Toronto (the "City") as landlord and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (the "Tenant"), as previously amended and assigned (collectively referred to as the "Lease"), to allow the Tenant to install and maintain a decommissioned and demilitarized light armoured vehicle, mounted on a reinforced concrete base (the "LAV III Monument"), on the demised premises at Fort York Armoury located at 660 Fleet Street as a permitted use under the Lease.										
Property	Premises at 660 Fleet Street shown on the location map and shown as Part 1 on the survey plan attached as Appendix "A" (the " Demised Premises ").										
Actions	1. Authority be granted for the City to enter into a Lease Amendment Agreement with the Tenant, substantially on the terms and conditions outlined herein, and on such other or amended terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services, and in a form satisfactory to the City Solicitor.										
	2. The Deputy City Manager, Internal Corporate Services, or her successor or designate, shall administer and manage the Lease Amendment Agreement, including the provision of any consents, certificates, approvals, waivers, notices and notices of termination, provided that the Deputy City Manager, Internal Corporate Services, may at any time, refer consideration of such matters to City Council for its determination and direction.										
	3. The appropriate City Officials are au	thorized and directed to ta	ke the necessary action to give effect thereto.								
Financial Impact	There is no financial impact to the City										
	The Acting Chief Financial Officer has re	eviewed this DAF and agre	ees with the financial impact information.								
Comments	In 1932, The Corporation of the City of Toronto leased certain lands at 660 Fleet Street to the 14 th Infantry Brigade Armouries Association for a term of 99 years, commencing on November 1, 1932, at a rental rate of \$1.00 per annum, for the purpose of constructing an armoury building. The Lease has been amended by the parties a number of times and in 1934 it was assigned to the Tenant.										
	On January 31, 2017, City Council adopted Item MM24.33 and authorized the acceptance of a donation of a LAV III Monument to the City, facilitated by Canada Company, to encourage the recognition of the contributions and sacrifices of Canadian soldiers during the 2001-2014 Afghanistan conflict. City Council's authorization was subject to a number of conditions, including selection by the City of an appropriate public site and agreement by the donor that it would be responsible for all costs associated with the delivery and installation of the LAV III Monument. Since that time, Canada Company has been in discussions with staff of the Department of National Defence and they have agreed that the LAV III Monument will instead be donated to the Department of National Defence, for installation on the Demised Premises, at no cost to the City. As the Lease does not currently permit the installation of a LAV III Monument on the Demised Premises, it is necessary to enter into the Lease Amendment Agreement to provide for the installation and maintenance of the LAV III Monument as a permitted use under the Lease.										
Геrms	Refer to Appendix "B" – Major Terms & Conditions of Lease Amendment Agreement.										
	Refer to Appendix "C" – Monument Plans & Specifications for further details about the LAV III Monumen t.										
Property Details	Ward:	19 – Trinity Spadina									
	Assessment Roll No.:	opadina									
	Approximate Size:										
	Approximate Area:										
	Other Information:										

Α.		Director of Real Estate Services has approval authority for:	Deputy City Manager, Internal Corporate Services has approval authority for:					
1.	Acquisitions:	Where total compensation does not exceed \$1 Million.	Where total compensation does not exceed \$3 Million.					
2.	Expropriations:	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.					
3.	Issuance of RFPs/REOIs:	Delegated to a more senior position.	Issuance of RFPs/REOIs.					
4.	Permanent Highway Closures:	Delegated to a more senior position.	Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.					
5.	Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	Transfer of Operational Management to ABCDs.					
6.	Limiting Distance Agreements:	Where total compensation does not exceed \$1 Million.	Where total compensation does not exceed \$3 Million.					
7.	Disposals (including Leases of 21 years or more):	Where total compensation does not exceed \$1 Million.	Where total compensation does not exceed \$3 Million.					
8.	Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan: N/A	Delegated to a more senior position.	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 \$1 Million;	(a) Where total compensation (including options/ renewals) does not exceed \$3 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.					
10	Leases/Licences (City as Tenant/Licensee):	Where total compensation (including options/ renewals) does not exceed \$1 Million.	Where total compensation (including options/ renewals) does not exceed \$3 Million.					
11	. Easements (City as Grantor):	(a) Where total compensation does not exceed \$1 Million.	Where total compensation does not exceed \$3 Million.					
		(b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.					
12	. Easements (City as Grantee):	Where total compensation does not exceed \$1 Million.	Where total compensation does not exceed \$3 Million.					
13	Revisions to Council Decisions in Real Estate Matters:	Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).					
В.	authority on behalf of the 1. Agreements of Purchase and 2. Expropriation Applications are	I Sale and all implementing documentation for purchases, sale and Notices following Council approval of expropriation.						
		ment the delegated approval exercised by him or her.	arity for					
ט	eputy City Manager, intern	al Corporate Services also has approval autho	only for:					
	Leases/licences/permits at Unio	on Station during the Revitalization Period, if the rent/fee is at r	market value.					

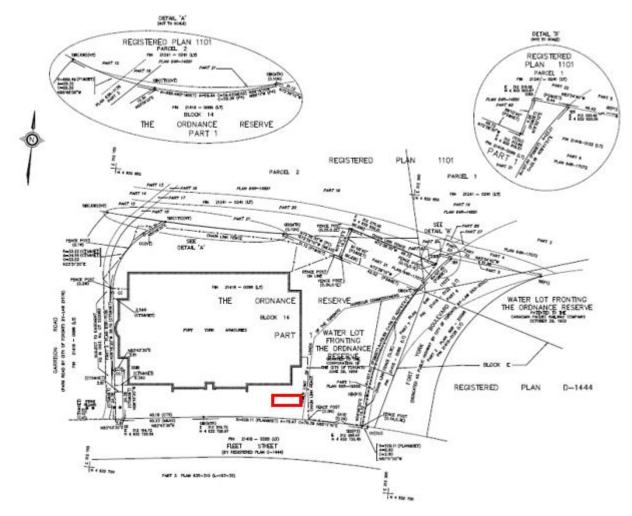
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Consultation wit	h Co	uncillor	(s)											
Councillor:	Mil	ke Layton						Councillor:						
Contact Name:	Ste	ephanie N	akitsas					Contact Name:						
Contacted by:		Phone	X E-I	Mail	Memo		Other	Contacted by:		Phone	E-mail	N	1emo	Other
Comments:	Pro	oceed			•			Comments:					•	
Consultation wit	h AE	CDs												
Division: Economic Development & Culture						Division:	Financial Planning							
Contact Name: Patrick Tobin						Contact Name:	P	Patricia Libardo						
Comments: Proceed						Comments:	Р	Proceed						
Legal Division Cor	ntact													
Contact Name:		Jacquel	ne Vetto	orel										
DAF Tracking No.: 2017-277						Date	Signature							
Recommended by	y :	Act	ing .Ma	anager,	Robin C	hen	l	Dec/14/2217	Sg	ıd.∖Robin Che	en			
X Recommer Approved	Director of Real Estate Services David Jollimore						Dec/17/2017	Sgd.\ David Jollimore						
X Approved		Servi	ager, In	ern	al	Dec/18/2017	S	Sgd.\ Josie Scioli						

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.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal 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 value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value 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 50M² 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.
- (I) Approving Authority with respect to land located in the Designated Waterfront Area 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the Residential Tenancies Act and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Appendix "A" - Location Map and Survey Plan





Appendix "B" - Major Terms & Conditions of Lease Amendment Agreement

Installation:

The Tenant shall install the LAV III Monument in the location shown outlined in red on the location map and survey plan attached hereto as Appendix "A" in accordance with the plans and specifications prepared by WitzelDyce Engineering Inc., dated May 2, 2016, attached hereto as Appendix "C" under the supervision of a professional engineer satisfactory to the City's Deputy City Manager, Internal Corporate Services.

Insurance:

For so long as the Tenant is Her Majesty the Queen in Right of Canada, the Tenant shall self-insure against liability. No work shall be commenced by the Tenant's contractors until the Tenant has filed with the City a certificate of insurance in a form and with an insurance company satisfactory to the City, providing for a Commercial General Liability Insurance Policy in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence and indemnifying the City from any loss arising from claims for damages, injury or otherwise in connection with the work done by the contractor and all sub-trades including professionals and consultants. The City shall be named as an additional insured on the policy.

Maintenance:

The Tenant shall at all times maintain the LAV III Monument in good order, condition and repair and the Tenant will repair according to notice in writing from the City.

Removal Upon Termination:

At the expiry or earlier termination of the term of the Lease or any renewal or extension thereof, the Tenant shall, at its own expense: (1) remove the LAV III Monument, including without limitation, the reinforced concrete base, from the Demised Premises; (2) repair any damage caused to the Demised Premises by such removal; and (3) restore the Demised Premises to the condition existing prior to the installation of the LAV III Monument.

Indemnification:

The Tenant shall indemnify and save the City harmless from and against any and actions, claims, damages, losses, etc. directly or indirectly arising out of the installation, maintenance and/or repair of the LAV III Monument on the Demised Premises, including any damages incurred by reason of the Tenant's failure to comply with any provision of the Lease Amendment Agreement.



CONSTRUCTION NOTES

REV:1 DATE MAY 2, 2016

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