

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

**TRACKING NO.: 2018-017**

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	January 5, 2018	Phone No.:	416-392-7169

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Her Majesty the Queen in Right of Canada, Minister of National Defence, (the "Licensor") at the Moss Park Armoury located at 130 Queen Street East, Toronto.
<b>Property</b>	The property municipally known as 130 Queen Street East, Toronto, Ontario, (the "Property") and shown as the Location Map in Appendix "A".
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City enter into the Licence Agreement with the Licensor, in the form attached as Appendix "B", to acquire access to the Property, on the terms and conditions set out below and any other or amended terms and conditions as may be deemed appropriate by the Director of Real Estate Services, and in a form acceptable to the City Solicitor;</li> <li>The Director of Real Estate Services or his designate administer and manage the Licence Agreement, including the provision of any consents, approvals, waivers, notices, and notices of termination, provided that the Director of Real Estate Services may, at any time, refer consideration of such matters to City Council for its determination and direction;</li> <li>The appropriate City officials are authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>Consideration for the use of the Property will be based on a per-day usage and costs will be assessed daily. The Licensor agrees to capture all incurred costs and provide a final and detailed billing to the Licensee at the end of the term. Funding is available in the 2018 Preliminary Operating Budget for Shelter, Support and Housing Administration (SSHA) under account CHS040.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	Shelter, Support and Housing Administration ("SSHA") is requires the Property to be used as a new low barrier winter respite site. SSHA will obtain the required authority for opening new shelter facilities.
<b>Terms</b>	<p>Licensor: Her Majesty the Queen in Right of Canada  Licensee: City of Toronto  Consideration: Per-day usage and costs will be assessed daily  Use: For temporary housing of 100-150 homeless individuals  Term: January 5 – 19, 2018  Insurance: The Licensee will show proof of ability to cover financial liability in the amount of \$5million naming the Licensor as additional insured.  Indemnification: The Licensee indemnifies and saves harmless the Licensor against all injury, damage and demand of any nature which may result of any act of the Licensee.</p> <p>The form of the License Agreement is attached as Appendix "B".</p>

<b>Property Details</b>	<b>Ward:</b>	27 – Toronto Centre-Rosedale
	<b>Assessment Roll No.:</b>	19 04 066 010 002 00
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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 &amp; Parks &amp; Open Space Areas of Official Plan: N/A</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><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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>

<p><b>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b></p> <ul style="list-style-type: none"> <li>• Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>• Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions &amp; Expropriations is only Manager with such signing authority).</li> </ul>
<p><b>Director, Real Estate Services also has signing authority on behalf of the City for:</b></p> <ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>• Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.</li> </ul>

Consultation with Councillor(s)									
Councillor:	Councillor Kristyn Wong-Tam					Councillor:			
Contact Name:	Melissa Wong					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Emailed January 5, 2018					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Shelter, Support and Housing Administration					Division:	Financial Planning		
Contact Name:	Mary-Anne Bedard					Contact Name:	Patricia Libardo		
Comments:						Comments:			
Legal Division Contact									
Contact Name:	Soo Kim Lee								

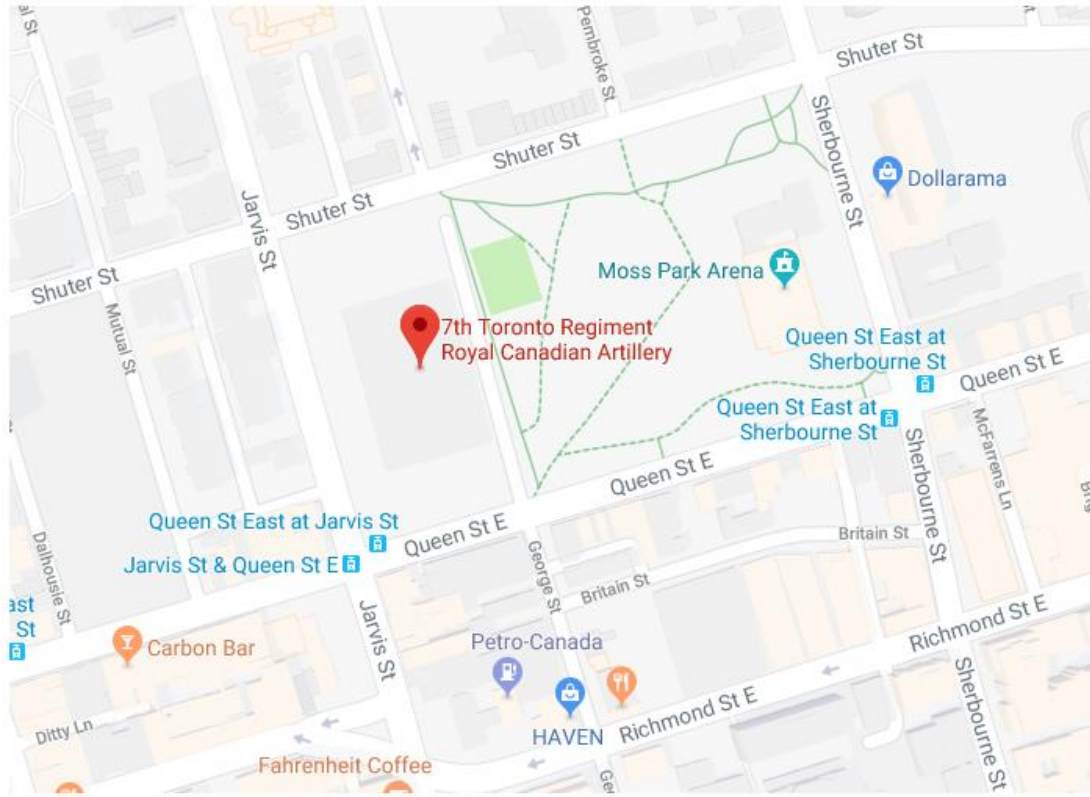
DAF Tracking No.: 2018- 017	Date	Signature
Recommended by:		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services		X
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Jan 5 <sup>th</sup> , 2018	Signed By: David Jollimore

**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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (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 50M<sup>2</sup> 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**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.

# Appendix "A"

## Location Map



Appendix "B"

LICENSE AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
Represented herein by the Minister of National Defence,

(Hereinafter referred to as "the LICENSOR")

AND  
CITY OF TORONTO  
100 Queen Street West  
Toronto ON M5H 2N2

(Hereinafter referred to as "the LICENSEE")

WHEREAS the LICENSOR is the owner of a property Moss Park Armoury located at 130 Queen Street East Toronto, in the Province of Ontario (the "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use the Premises for temporary housing of 100-150 (one hundred to one hundred and fifty) homeless people.

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may enter the Premises and use the facility for temporary housing of 100 to 150 homeless people. Prior to usage, set up configurations of cots, access and control of the facility and all security, health and safety plans must be approved by Department of National Defence Real Property Operations Unit and Fire Marshall.

2. TERM

The term of this agreement shall be from 5-19 January 2018

3. LICENSE FEE

Consideration for the use of the Premises will be based on per-day (twenty-four hour) usage and costs will be assessed daily. The LICENSOR agrees to capture all incurred costs, and provide final detailed billing to the LICENSEE at the end of use.

4. INSURANCE

Prior to commencement of provision of services under this agreement, the LICENSEE will show proof of ability to cover financial liability for the use of the building through a certificate of insurance in the amount of \$5M naming as additional insured "Her Majesty the Queen in the Right of Canada and the Department of National Defence" for the use of Moss Park Armoury for temporary homeless housing of civilians from 5-19 January 2018.

5. INDEMNIFICATION

Subject to the Crown Liability and Proceedings Act, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents, employees or licensees.

Appendix "B" cont'd

7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to "force majeure", which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

8. ENVIRONMENTAL DAMAGE

The LICENSEE is liable for any environmental damage to the Premises caused during her occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of Ontario, including the laws of Canada.

10. RIGHT OF TERMINATION

The Minister in his sole discretion may at any time without cost or liability to Her Majesty terminate this Agreement without notice to the Applicant.

IN WITNESS WHEREOF this agreement has been executed by Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, this 5 day of January 2018

SIGNED, SEALED AND DELIVERED in the presence of

FEDERAL REAL PROPERTY AUTHORITY, PURSUANT TO THE Federal Real Property and Federal Immovables Act

Witness Name

Major Dennis Stusar Officer Commanding RP Operations Unit (Toronto)

SIGNED, SEALED AND DELIVERED in the presence of

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF NATIONAL DEFENCE

Witness Name

Per: Colonel Lapointe Commander 4CDSG

SIGNED, SEALED AND DELIVERED In the presence of

THE CITY OF TORONTO

Witness Name

Per: Name Title

THE CITY OF TORONTO I have the authority to bind the City of Toronto