

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

TRACKING NO.: 2021-158

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

Prepared By:	Joanna Mysak	Division:	Corporate Real Estate Management
Date Prepared:	August 17, 2021	Phone No.:	416-338-0405

Purpose	To obtain authority to amend the lease agreement dated January 22, 2015 (the "Original Lease"), as amended by the lease amending agreement dated October 15, 2015 (the "First Lease Amending Agreement") (collectively, the "Lease") between the City of Toronto (the "City") as manager of the lands, the Toronto and Region Conservation Authority ("TRCA") as owner of the lands, and Guild Inn Estate Inc. (the "Tenant") with respect to the property municipally known as 201 Guildwood Pkwy, Toronto for the purpose of: (i) permitting the installation of a tent structure and (ii) permitting the installation of a canopy and the application of window film to the southern side of the existing Guild Inn building. The City will transfer \$332,750.00 from the 2021 Capital Budget (CCA252-03) to fund 50% of the Tenant's estimated costs with respect to the installation of a canopy and the application of window film.
Property	The property municipally known as 201 Guildwood Parkway, Toronto, being part of PIN 06521-0014 (LT).
Actions	1. Authority be granted to enter into an agreement with TRCA and the Tenant to amend the Lease, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	Additional work required to bring the existing Guild Inn building up to current City Planning Environment's standards of bird friendly windows includes the installation of a canopy and the application of window film at an estimated cost of \$665,500.00. The City has agreed to contribute the amount of \$332,750.00, which represents 50% of the estimated cost to install the canopy and apply the window film. Funding is available in the 2021 Council Approved Capital Budget for Corporate Real Estate Management under capital project CCA252-03. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	By adopting Report GM28.10 on April 1, 2 and 3, 2014 and Motion MM55.51 on August 25, 2014 (the "Original Authority"), City Council approved the proposed plans and principle terms and conditions of the Original Lease. By adopting Report GM5.27 on July 7, 8 and 9, 2015 (the "Amendment Authority"), City Council authorized the City to enter into the First Lease Amending Agreement. In light of new considerations, the parties have agreed to amend the Lease. In order to become compliant with City Planning Environment's requirement of bird friendly windows and to deter bird collisions, City Planning determined that the Tenant shall install a canopy and apply window film to windows on the southern side of existing Guild Inn building. The window film shall be commercial-grade film having a maximum pattern space of 50 millimetres by 50 millimetres and both the canopy and the window film shall be installed in conformity with Toronto Green Standard Version 3. This obligation includes conformity with Toronto Green Standard Version 3 – Bird Collision Deterrence EC 4.1, EC 4.2, and EC 4.3. The City agrees to contribute to the project budget 50% of the estimated total cost to install the canopy and to apply the window film, in the amount of \$332,750.00 (exclusive of HST), to be paid in accordance with the payment schedule outlined in the attached Appendix "A". The proposed amendment to the Lease is not materially inconsistent with the Original Authority nor the Amendment Authority. The proposed additional amounts the City will be contributing do not exceed 10% of the amount of the City's contribution pursuant to the Original Authority and the Amendment Authority, being \$3,330,000 and \$1,213,500. The Tenant has also submitted a proposal to the City for a seasonal tent structure to be located on the southern patio of the existing Guild Inn building. This measure was proposed to help alleviate the impacts of COVID on the Tenant's business. The proposed tent will be a standalone gable roof style white vinyl structure, with shallow wings extending over the lower terrace east and west, being approximately 1,871 square feet in area, with a maximum occupancy of 199 persons. The tent's design and specifications have been reviewed and approved by Toronto Building, City Planning and Heritage Preservation Services. The City agrees to permit the installation of a tent structure for a two year term on seasonal basis, ending on July 31, 2023. The Tenant may renew the tent term for two further one (1) year terms, with each renewal term being at the sole discretion of the City and TRCA. Any revenues generated by the use of the tent shall be included in the calculation of the Tenant's rent in accordance with the existing Lease.
Terms	See Appendix "A" on page 4.

Property Details	Ward:	24 – Scarborough-Guildwood
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.	<input type="checkbox"/> 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 in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million. Request/waive hearings of necessity delegated to less senior positions.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million. Request/waive hearings of necessity delegated to less senior positions.
3. Issuance of RFPs/REOs:	<input type="checkbox"/> Issuance of RFPs/REOs.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.	<input type="checkbox"/> Transfer of Operational Management to Divisions, Agencies and Corporations.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.
	<input type="checkbox"/> (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.	<input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.
		<input type="checkbox"/> (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):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> (a) Where total compensation does not exceed \$5 Million.
	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).	<input checked="" type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences
	<input type="checkbox"/> (b) Releases/Discharges	<input type="checkbox"/> (b) Releases/Discharges
	<input type="checkbox"/> (c) Surrenders/Abandonments	<input type="checkbox"/> (c) Surrenders/Abandonments
	<input type="checkbox"/> (d) Enforcements/Terminations	<input type="checkbox"/> (d) Enforcements/Terminations
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppel Certificates
	<input type="checkbox"/> (f) Objections/Waivers/Cautions	<input type="checkbox"/> (f) Objections/Waivers/Cautions
	<input type="checkbox"/> (g) Notices of Lease and Sublease	<input type="checkbox"/> (g) Notices of Lease and Sublease
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner
	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title	<input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title
	<input type="checkbox"/> (j) Documentation relating to Land Titles applications	<input type="checkbox"/> (j) Documentation relating to Land Titles applications
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds	<input type="checkbox"/> (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

Consultation with Councillor(s)

Councillor:	Councillor Paul Ainslie	Councillor:	
Contact Name:		Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Consent May 25, 2021	Comments:	

Consultation with Divisions and/or Agencies

Division:	City Planning	Division:	Financial Planning
Contact Name:	Jeffery Sinclair	Contact Name:	Patricia Libardo
Comments:	Consent August 7, 2021	Comments:	Consent May 26, 2021

Legal Services Division Contact

Contact Name: Rebecca Hartley and Aiden Alexio, August 16, 2021

DAF Tracking No.: 2021-158	Date	Signature
Recommended by: Manager, Real Estate Services	Aug 18 th , 2021	Signed By: Daran Somas
Recommended by: Director, Real Estate Services	Aug 18 th , 2021	Signed By: Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management	Aug 26 th , 2021	Signed By: Patrick Matozzo
<input type="checkbox"/> Approved by: Alison Folosea		
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services	Aug 26 th , 2021	Signed By: Josie Scioli
<input type="checkbox"/> Approved by: Josie Scioli		

Appendix "A"

Window Film and Canopy: In an effort to deter bird collisions, the Tenant shall install window film to every window on the southern side of existing Guild Inn building, save for those windows located under the canopy. The window film shall be installed in conformity with Toronto Green Standards;

City Contribution: the City agrees to contribute to the project budget the amount of \$332,750.00 (exclusive of HST), in accordance with the following payment schedule:

- (i) upon a successful contract award, the City shall contribute to the project budget the amount of \$99,825.00 (exclusive of HST);
- (ii) upon substantial performance of the application of the window film, the City shall contribute to the project budget the amount of \$49,912.50 (exclusive of HST);
- (iii) upon substantial performance of the installation of the canopy, the City shall contribute to the project budget the amount of \$99,825.00 (exclusive of HST); and
- (iv) upon (a) completion of the installation of the canopy and application of the window film, anticipated to be completed by March 31, 2022 and (b) the City having inspected the canopy and the window film within thirty (90) days of receiving Notice from the Tenant that such works have been completed and the City having determined in its sole and absolute discretion that the Canopy and Window Film are in accordance with the building permit 21 121429 BLD 00 BA issued March 19, 2021, the City shall contribute to the project budget the amount of \$83,187.50.00 (exclusive of HST).

The Tenant shall, at its own cost and expense, replace and/or repair any deficiencies in workmanship and/or materials in the canopy or window film installed by the Tenant which become evident within five years of substantial performance of such works.

Improvements Construction Security: In the event that the Tenant has defaulted with respect to any of its obligations as they relate to any of the (i) Canopy, (ii) Window Film, and (iii) Tent, the City shall be entitled to withhold the final payment of \$83,187.50.00 (exclusive of HST) in whole or in part, and to reduce the amount payable by the cost of fulfilling the Tenant's obligations accordingly. In the event that the final payment is not sufficient to cover the City's costs of fulfilling such obligations, the Tenant shall pay any additional amounts owing to the City with respect to such costs forthwith upon demand, the failure of which will constitute an event of default.

Tent: A standalone gable roof style white vinyl tent structure, with shallow wings extending over the lower terrace east and west, being approximately 1,871 square feet in area, with a maximum occupancy of 199 persons. The tent's design, specifications, locations and requirements are outlined in building permit 21 125597 TPS 00 TS issued March 19, 2021, as well as the site plans with requirements from the City's Manager, Heritage Preservation Services. The tent shall be installed only on the southern side of the existing Guild Inn building with the north end of the structure set against the south wall of the existing Guild Inn building, below the french balconies of the second floor;

Tent Term: August 1, 2021 to July 31, 2023, on seasonal basis (i) from August 1 to October 31 in the 2021 calendar year of the Tent Term; (ii) from April 15 to October 31 in the 2022 calendar year of the Tent Term; and (iii) from April 15 to July 31 in the 2023 calendar year of the Tent Term.

Option to Extend: Provided the Tenant is not in default, Tenant may provide notice to the City and to TRCA by January 31, 2023 that it wishes to extend the tent term for two further one (1) year terms, which notice shall be delivered to the City no later than January 31, 2023 and January 31, 2024 for each renewal term respectively. The City shall provide to the Tenant within ninety (90) days of receipt of such notice from the Tenant either its consent or refusal of the Tenant's request to renew the tent term.

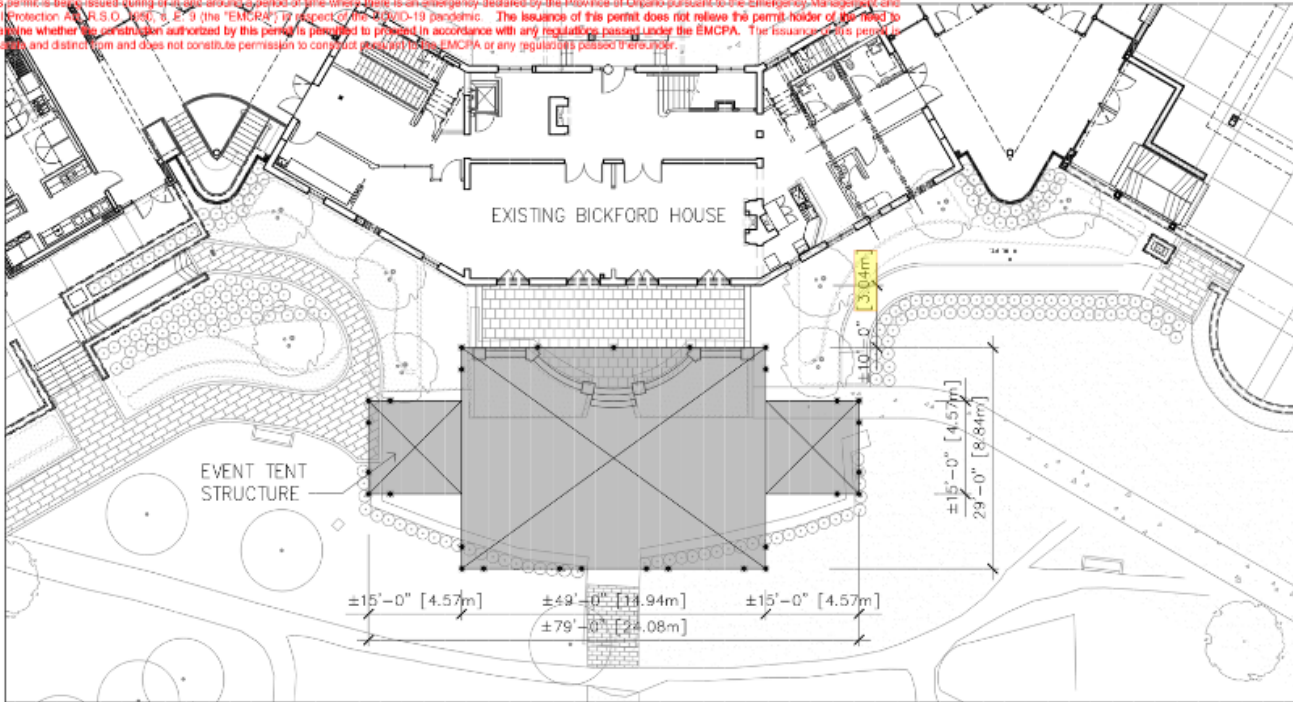
Rent: The parties agree that any revenues generated by the use of the tent shall be included in the calculation of the Tenant's rent.

Tent Operation and Restoration: The operation of the tent will be net and carefree to the City, and the City shall not be contributing to the project budget for the tent. The Tenant shall, at its own cost and expense, replace and/or repair any deficiencies in workmanship and/or materials in the tent installed by the Tenant

Tent Structure Sketch

Building permit 21 125597 TPS 00 TS

This permit is being issued during or in and around a period of time where there is an emergency declared by the Province of Ontario pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9 (the "EMCPA") in respect of the COVID-19 pandemic. The issuance of this permit does not relieve the permit holder of the need to determine whether the construction authorized by this permit is permitted in accordance with any regulations passed under the EMCPA. The issuance of this permit is specific and distinct from and does not constitute permission to conduct activities under the EMCPA or any regulations passed thereunder.



Bickford House - Plan



Bickford House - South Elevation

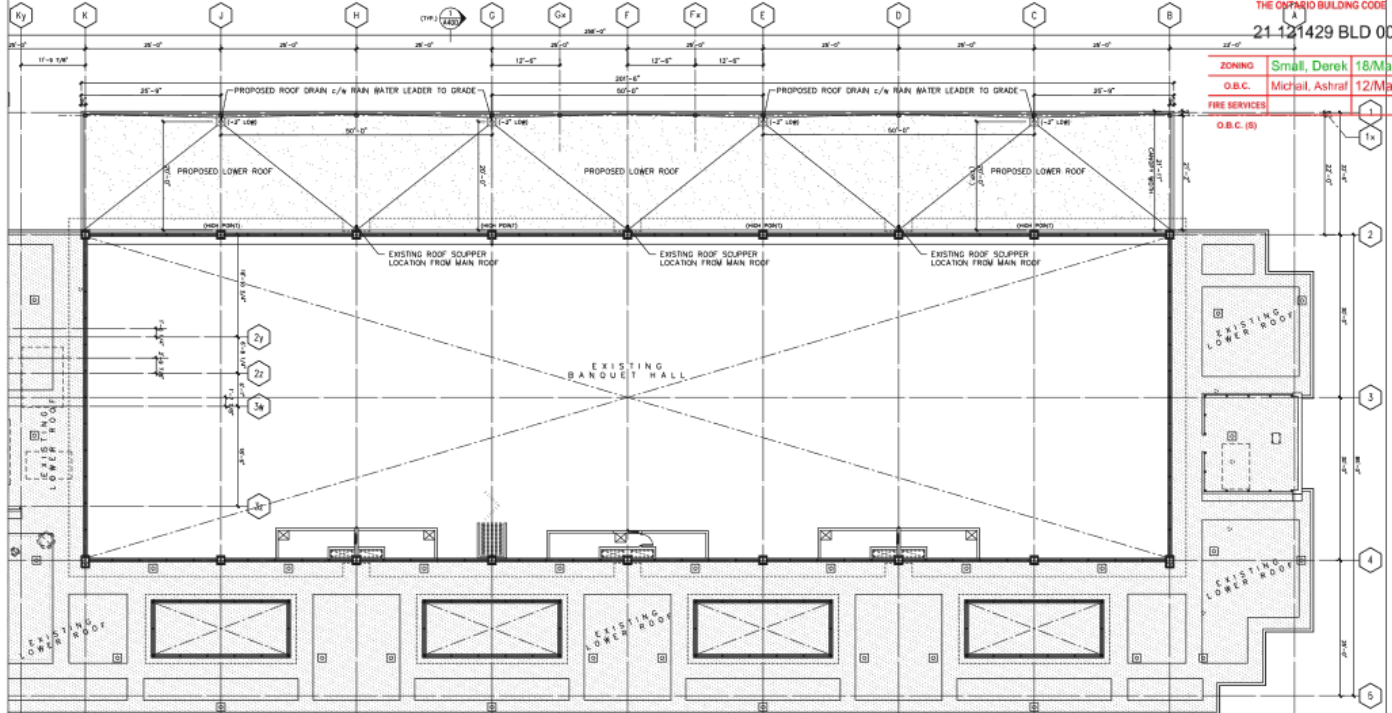
Proposed Canopy Plan. Building permit 21 121429 BLD 00 BA

This permit is being issued during or in and around a period of time where there is an emergency declared by the Province of Ontario pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9 (the "EMCPA") in respect of the COVID-19 pandemic. The issuance of this permit does not relieve the permit holder of the need to determine whether the construction authorized by this permit is permitted in accordance with any regulations passed under the EMCPA. The issuance of this permit is separate and distinct from and does not constitute permission to operate and is subject to the EMCPA in any and all other respects thereunder.

Toronto Building
PERMIT REVIEWED FOR COMPLIANCE WITH THE ONTARIO BUILDING CODE

21 121429 BLD 00

ZONING	Small, Derek	18/Mar/2021
O.B.C.	Michail, Ashraf	12/Mar/2021
FIRE SERVICES		
O.B.C. (S)		



Glencarlo Garofalo Architect Inc.
943 St. Clair Ave. West
Toronto, Ontario M6C 1C7
T: 416.531.1265 F: 416.531.4733
e: info@ggarofalo.ca

Title: The Guild Inn Roof Canopy Design
Sheet Title: PARTIAL PLAN PROPOSED ROOF PLAN

No.	Revision	Date
1	Issued for Review	Nov. 19 2019
2	Issued for Pricing	Nov. 19 2019
3	Issued for Permit	Nov. 28 2019

Drawn: D.D.
Scale: 1/16" = 1'-0"
Checked: G.G.
Dwg. No.: A200
Date: Oct. 29/19

THE GENERAL CONTRACTOR SHALL REPORT AND VERIFY ALL DIMENSIONS AND REPORT ERRORS AND OMISSIONS TO THE ARCHITECT. DRAWINGS MUST NOT BE SCALED.
THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS COUNTERSIGNED BY:



Toronto City Planning
Heritage Preservation Services
18/Mar/2021

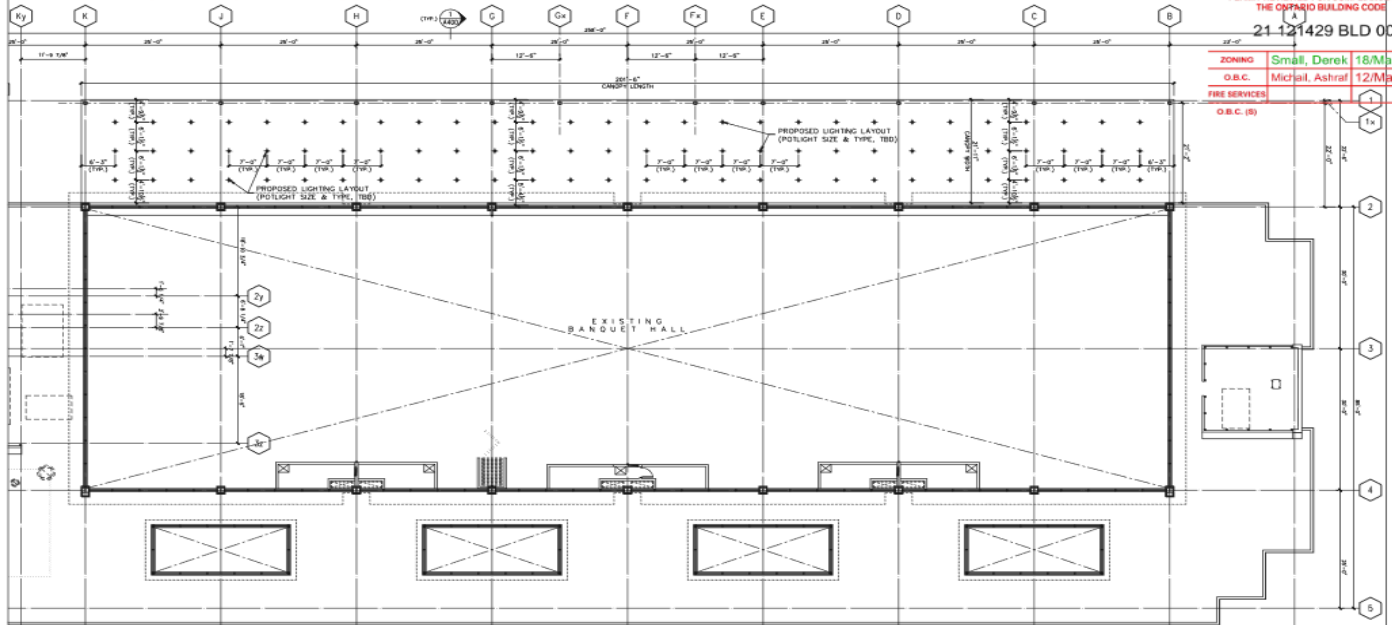
Toronto Building RECEIVED 01/Mar/2021

This permit is being issued during or in and around a period of time where there is an emergency declared by the Province of Ontario pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E. 9 (the "EMCPA") in respect of the COVID-19 pandemic. The issuance of this permit does not relieve the permit holder of the need to determine whether the construction authorized by this permit is permitted in accordance with any regulations passed under the EMCPA. The issuance of this permit is separate and distinct from and does not constitute permission to operate and is subject to the EMCPA in any and all other respects thereunder.

Toronto Building
PERMIT REVIEWED FOR COMPLIANCE WITH THE ONTARIO BUILDING CODE

21 121429 BLD 00

ZONING	Small, Derek	18/Mar/2021
O.B.C.	Michail, Ashraf	12/Mar/2021
FIRE SERVICES		
O.B.C. (S)		



Glencarlo Garofalo Architect Inc.
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e: info@ggarofalo.ca

Title: The Guild Inn Roof Canopy Design
Sheet Title: PROPOSED CANOPY REFLECTED CEILING PLAN

No.	Revision	Date
1	Issued for Review	Nov. 19 2019
2	Issued for Pricing	Nov. 19 2019
3	Issued for Permit	Nov. 28 2019

Drawn: D.D.
Scale: 1/16" = 1'-0"
Checked: G.G.
Dwg. No.: A300
Date: Oct. 29/19

THE GENERAL CONTRACTOR SHALL REPORT AND VERIFY ALL DIMENSIONS AND REPORT ERRORS AND OMISSIONS TO THE ARCHITECT. DRAWINGS MUST NOT BE SCALED.
THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNLESS COUNTERSIGNED BY:



Toronto City Planning
Heritage Preservation Services
18/Mar/2021

Toronto Building RECEIVED 01/Mar/2021