



## EXHIBITION PLACE

November 19, 2001

To: The Board of Governors of Exhibition Place

From: Dianne Young  
General Manager & CEO

Subject: **South District Animal Services & Shelter –  
Lease for premises within the Horse Palace**

### **Recommendation(s):**

**It is recommended that the Board enter into a lease for three (3) years with the City of Toronto Public Health ("City") for the establishment of a South District Animal Services & Shelter in premises within the Horse Palace on the terms and conditions as contained in this report, and any other terms and conditions as may be required by the City Solicitor.**

### **Background:**

By-Law No. 2 requires approval of the Board for commitments over one year.

### **Discussion:**

Prior to the amalgamation of the City of Toronto, the delivery of animal services was handled individually by each of the former municipalities. All of these, with the exception of the former City of Toronto, provided animal sheltering in a municipal facility and field services in the community.

City of Toronto Animal Services, as part of Toronto Public Health, provides various services in the field and through the five Animal Centres. Field services include by-law enforcement, response to public health and safety issues, injured and dead animal pick-up, and educational efforts. Shelter services include the housing of isolation animals, stray and owner-surrendered animals, animal lost-and-found response, animal adoptions, owner-requested euthanasia and cremations, and sterilization clinics. All field, shelter and administration offices provide animal registrations.

In the former City of Toronto, animal care, law enforcement and field services were provided by city staff, while response to injured animals and the sheltering of animals was contracted to the Toronto Humane Society which contract expired on April 1, 2001. Since that time City staff has been engaged in a search to locate a suitable location for a new South District Animal Services and Shelter facility.

Exhibition Place has been in discussions with City of Toronto Real Estate and Toronto Public Health for several weeks to determine the viability of locating this facility at Exhibition Place. Staff has also met with the General Manager, CNEA and also with the General Manager of the Royal Agricultural Winter Fair to ensure that any concerns that arose would be appropriately dealt with. All parties felt that there will be minimal interruption to these events.

Locating the South District Animal Services and Shelter facility at Exhibition Place will be a convenient and easily accessible location for residents of the South District and the underutilized space in the Horse Palace can be easily modified to meet the requirements of the Shelter. In addition, Toronto Animal Services has long been a participant in the RAWF, the CNE and at the annual Pet Expo, and they have expressed an interest in expanding their participation in these events and to investigate the ability to introduce additional programs that might include new educational programs, obedience trials, etc.

Leasing a portion of the Horse Palace to Animal Services will benefit the Board by (i) converting vacant and unused space in the Horse Palace into revenue-generating space with an income of approximately \$24,000.00; (ii) Leasehold Improvements valued at approximately \$750,000.00 which the Board will construct thereby generating work and income for the Board.

Therefore, staff recommends that the Board enters into a three-year lease on the following terms and conditions and any other terms and conditions required by the City Solicitor:

- (a) Use: Animal Services and Sheltering facilities for the City of Toronto, South District for operation of an animal shelter and adoption facility.
- (b) Premises: Located in the south-east corner of the Horse Palace on the main and second levels (formerly known as the "Conklin" offices on the main level and a portion of the "Fox Room" on the second level).
- (c) Leasable Area: Approximately 11,980 sf, comprised of 2,380 sf on the main level and approximately 9,600 sf on the second level, subject to certification.
- (d) Term: Three (3) years from Possession Date Possession Date: June 1, 2002 or earlier depending upon the construction schedule with Pre-Construction/Construction Period to be determined, but to be completed on/before May 1, 2002.
- (e) Minimum Rent: \$1.00 per annum.
- (f) Additional Rent: The Board and the City acknowledge that this agreement is fully net to the Board, and that the City shall pay all proportionate share of taxes (if assessed) and all rates and levies associated with its occupation of the Premises including but not limited to services (for example, cleaning and waste removal), maintenance and insurance for the Leaseable Area including the cost of utilities (hydro, gas and water) for the Leaseable Area. Additional Rent of \$2.00 per square foot will be due and payable during the entire term in equal monthly installments, but excluding the Pre-Construction/Construction Period, for services provided by the Board including base building maintenance, road and sidewalk maintenance and snow clearance, general grounds and parking area maintenance and repairs.
- (g) Capital/Leasehold Improvements: The City accepts the Premises on an "as is" basis, and all Leasehold Improvements shall be completed by the Board at the Lessee's sole expense; The cost of the Leasehold Improvements is estimated to be \$750,000.00 exclusive of management fees for on-site construction, and the construction of the Leasehold Improvements shall be governed by the terms and conditions of a Construction Agreement, which the Board and the

City shall mutually agree to and shall execute prior to the commencement of the construction work. The Board will complete the Capital/Leasehold Improvements in full compliance of all regulatory authorities, including but not limited to W.H.M.I.S. and Worker Occupational Health and Safety and shall permit access to the construction area by the City and its agents and designates at all times; and, the Board will assume responsibility for the removal of any asbestos that may be present in the premises, which it will dispose of in full compliance of all municipal, provincial and federal regulations with respect to same.

- (h) Other: The City must recognize that from time to time during the Term, Exhibition Place may be totally closed to the public on a temporary basis and/or an admission fee may be charged to enter Exhibition Place; The City must recognize and comply with all collective agreements between the Board and Labour/Trade Unions; The City must execute a standard long form lease document prior to possession of the premises; The City acknowledges that the Board retains sole and exclusive claim to all sponsorship rights, including naming rights and signage; The City shall not use the Premises for any other purpose than as stated above nor for the following uses, as determined by the Board in its sole discretion: a themed dinner theatre, trade and consumer shows and any activity related to trade and consumer shows, professional sporting events and a casino.
- (i) Parking: The City acknowledges that the Board retains all rights to the operation of all parking facilities and the Board will provide up to a maximum of 30 monthly parking permits to be charged at regular monthly rates of \$45.00 per parking space at designated parking facilities at Exhibition Place which shall be valid throughout the term of the Lease save and except for the period of the Molson INDY and the Canadian National Exhibition when parking passes may be restricted provided that the parties will mutually negotiate the level of restriction using best efforts to provide at least 15 parking passes for parking areas to be designated by the Board.
- (j) CNE Period: During the CNE period, if the Premises is a public space, the City, if mutually acceptable to the CNEA and the City, may keep the Premises open to the public at the same time and times each day as the other exhibit buildings are open to the public, and will not make any charge to the public for admission to the Premises or for the use of the Premises without the prior approval of the CNE and furthermore, the City will work with the CNE to provide a public display on the City's activities.
- (k) Sharing of Horse Palace Building: The City's rights with respect to the Premises may include entrances, hallways and washrooms in common with all others, at such times as those areas are open to the public.
- (l) Rights to Assign or Sublet: The City shall not have the right to assign the Lease or sublet all or any part of the Premises, without the approval of the Board, which approval may be unreasonably withheld.
- (m) Approvals: This lease is subject to Toronto Public Health obtaining the necessary approvals from the City Council for occupancy of the Premises.

Conclusion:

This report recommends that the Board enter into a three-year lease agreement with the City of Toronto Public Health for the establishment of an animal shelter in premises within the Horse Place.

Contact:

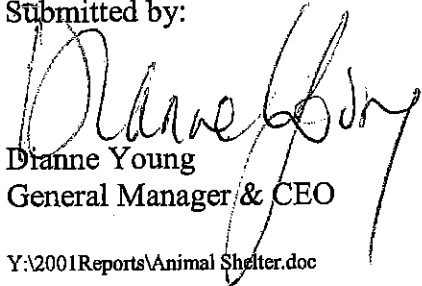
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Submitted by:



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