

**DELEGATED APPROVAL FORM  
CHIEF CORPORATE OFFICER  
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-017

- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "**Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on May 11 and 12, 2010 (City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "**Minor Amendments to Delegation of Authority in Certain Real Estate Matters**" adopted by City Council on October 8, 9, 10 and 11, 2013 (City Council confirmatory By-Law No. 1234-2013 enacted October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087.
- Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "**Union Station Revitalization Implementation and Head Lessee Selection**" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Daniel Picheca	Division:	Real Estate Services
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Date Prepared:	February 19, 2016	Phone No.:	416-392-7221
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<b>Purpose</b>	To obtain authority to grant revocable, non-exclusive permits (the " <b>Permits</b> ") to any applicants (the " <b>Grantees</b> ") accepted to the St. Lawrence Market 2016 "Arts at the Market" program (the " <b>Program</b> "), to use certain spaces outside the South St. Lawrence Market for the purpose of the sale of arts and crafts.
<b>Property</b>	South St. Lawrence Market, 92 Front Street East, Toronto ON, M5E 1C3, outside stalls 1F to 8F inclusive along Front Street and 9S to 18S inclusive along the South Market Patio (the " <b>Permitted Spaces</b> ") – see sketch attached as Schedule "A"
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority is granted for the City to grant the Permits to the Grantees for use of the Permitted Spaces for the purpose of participating in the Program, which will run from March 26 to October 10, 2016, every Friday and Saturday except statutory holidays (the "<b>Term</b>"), on the terms and conditions outlined herein, and any such other terms and conditions as deemed appropriate by the Chief Corporate Officer, and in a form acceptable to the City Solicitor.</li> <li>2. The Chief Corporate Officer, or her successor or designate, shall administer and manage the Permits including the provisions of any consents, certificates, approvals, waivers, notices and notices of termination, provided that the Chief Corporate Officer may, at any time, refer consideration of such matters to City Council for its determination and direction.</li> <li>3. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>If participation in the Program is fully booked, the total amount of permit fees to be collected by the City under the Permits is \$55,528.20 (inclusive of 13% HST) for the Term.</p> <p>The Deputy City Manager &amp; Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>The St. Lawrence Market is launching the new "Arts at the Market" program on March 26, 2016. The Program will provide local artists and makers with a unique opportunity to exhibit their high-quality handmade items at this popular destination for locals and tourists, animating the Market's outdoor areas with evolving product offerings.</p> <p>The Program will run from March 26 to October 10, 2016, every Friday and Saturday except statutory holidays. Grantees can apply for specific months within the Term, and will be selected by a jury after an application and interview process. There are a total of 18 Permitted Spaces, and the location of each Grantee's Permitted Space will be assigned by the City on a daily rotational basis. The permit fees vary by month (see page 4 for chart).</p> <p>The permit fees are reflective of the fees set out in the City of Toronto Municipal Code Chapter 441, Fees and Charges, for St. Lawrence Market, and the other terms and conditions of the Permits are considered by Real Estate Services staff to be fair, reasonable, and reflective of market value.</p>
<b>Terms</b>	See major terms and conditions outlined on page 4.

<b>Property Details</b>	<b>Ward:</b>	Ward 28 – Toronto Centre-Rosedale
	<b>Assessment Roll No.:</b>	
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	<b>Delegated to a more senior position.</b>	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to a more senior position.</b>	<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 checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million; <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.	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million; <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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. <b>Delegated to a less senior position.</b>
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> 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).	<input type="checkbox"/> 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).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences; <input type="checkbox"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <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"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences; <input type="checkbox"/> (b) Releases/Discharges; <input type="checkbox"/> (c) Surrenders/Abandonments; <input type="checkbox"/> (d) Enforcements/Terminations; <input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates; <input type="checkbox"/> (f) Objections/Waivers/Cautions; <input type="checkbox"/> (g) Notices of Lease and Sublease; <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"/> (j) Documentation relating to Land Titles applications; <input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

**B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:**

- 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 2. Expropriation Applications and Notices following Council approval of expropriation.
- 3. Documents required to implement the delegated approval exercised by him.

**Chief Corporate Officer also has approval authority for:**

- Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)										
Councillor:	Pam McConnell					Councillor:				
Contact Name:	Thomas Davidson					Contact Name:				
Contacted by:	Phone	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other	
Comments:						Comments:				
Consultation with ABCDs										
Division:	Financial Planning					Division:				
Contact Name:	Anthony Ng					Contact Name:				
Comments:						Comments:				
Legal Division Contact										
Contact Name:	Nicole See-Too									
DAF Tracking No.: 2016-048					Date		Signature			
Recommended by: Tasse Karakolis, Manager of SLMC					Jan/11/2017		Sgd.\ Tasse Karakolis			
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali					Jan/16/2017		Sgd.\ Joe Casali			
<input checked="" type="checkbox"/> Approved by:										
<input type="checkbox"/> Approved by: Chief Corporate Officer 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 Chief Corporate Officer, in consultation with the 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 is available from alternative sources].
- (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.
- (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 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.

**Major Terms and Conditions**

**Term:** Every Friday and Saturday from March 26 to October 10, 2016 (except statutory holidays)

**Permitted Spaces:** South St Lawrence Market – 18 outside stalls along Front Street and the South Market Patio (see sketch attached as Schedule "A")

**Use:** Participation in the Arts at the Market program through the retail sale of handmade arts and/or crafts

**Permit Fees:** \$55,528.20 (inclusive of 13% HST) – if participation in the Program is fully booked. The fees are to be paid monthly in advance, and can be broken down monthly as follows:

<b>Month</b>	<b>No. of Weeks</b>	<b>Dates (Fridays &amp; Saturdays)</b>	<b>Total Fee (HST not included)</b>
March (Launch Special)	1	March 26	\$30
April	5	April 1, 2; 8, 9; 15, 16; 22, 23; 29, 30	\$300
May	4	May 6, 7; 13, 14; 20, 21; 27, 28	\$360
June	4	June 3, 4; 10, 11; 17, 18; 24, 25	\$480
July	5	July 2; 8, 9; 15, 16; 22, 23; 29, 30	\$540
August	4	August 5, 6; 12, 13; 19, 20; 26, 27	\$480
September	5	September 2, 3; 9, 10; 16, 17; 23, 24; 30 & October 1	\$450
October (Thanksgiving Special)	1	October 7 & 8	\$90

**Deposit:** Each Grantee shall pay a cancellation/damage deposit of \$150.00 to be retained by the City as security for the due performance of the Grantee's obligations under the Permit

**Equipment:** The City shall provide each Grantee with a table and an outdoor tent/canopy to be used at the Permitted Space

**Insurance:** Each Grantee shall take out third party liability insurance in an amount not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof as related to the Grantee's use of the Permitted Space

**Release and Indemnity:** Each Grantee shall release and indemnify the City from all claims, demands, damages, losses, liabilities, costs, charges, fines, penalties, orders, expenses, actions, and other proceedings made against the City in respect of any loss, damage, or injury arising out of the Grantee's use or occupation of the Permitted Space

Schedule "A"

Sketch of Permitted Spaces

