

**DELEGATED APPROVAL FORM
CITY MANAGER
DEPUTY CITY MANAGER & CHIEF FINANCIAL OFFICER**

TRACKING NO.: 2015-249

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, as amended by DAF 2013-307 and DAF 2014-087. City Council confirmatory By-Law No. 1234-2013.

Prepared By:	Adam Pressick	Division:	Real Estate Services
Date Prepared:	December 29, 2015	Phone No.:	(416) 392-1166

Purpose	To obtain authority to permit FoodShare Toronto (the "Licensee") to operate pop up healthier food kiosks (the "Project," the Grab and Go Program) at Downsview, Kipling and Victoria Park TTC Subway Stations (as shown on Schedule "A") for a term of twelve (12) months (the "Term"), commencing once the purchase of service agreement has been entered into between the City and the Licensee with respect to the operation of the Project.
Property	The pop up healthier food kiosks will be located at Downsview, Kipling and Victoria Park TTC Subway Stations, each will measure ten (10) feet by ten (10) feet and will be located within those areas of these TTC Subway Stations as shown in Appendices "B", "C", "D", and "E" attached hereto (the "Project Locations").
Actions	<ol style="list-style-type: none"> 1. Authority be granted to permit the Licensee to operate the Project at the Project Locations, for the Term, commencing once the purchase of service agreement (the "Purchase of Service Agreement") has been entered into between the City and the Licensee with respect to the operation of the Project, on the major terms and conditions contained on Page 4, on such other terms as deemed acceptable to the Chief Corporate Officer ("CCO") and in a form acceptable to the City Solicitor (the "Licence"); 2. the CCO or its designate shall administer and manage the Licence, including the provision of amendments, waivers, consents, notices, and notices of termination; provided that the CCO may, at any time, refer consideration of such matter to City Council for its determination and direction; and 3. the appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>There is no financial compensation to the City for the grant of the Licence from the City to the Licensee. The City will be entering into the Purchase of Service Agreement, wherein the City will pay \$40,000.00 to the Licensee to operate the Project. The amount will be paid by the Diabetes Prevention Program which is funded 100% by the Province through Toronto Public Health's 2015 Approved Operating Budget.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	Toronto Public Health has retained the services of the Licensee to establish and operate the Project at the Project Locations for a one (1) year pilot project under the Purchase of Service Agreement. The Project is funded solely by Provincial sources through the Diabetes Prevention Program which is administered by Toronto Public Health. The Licensee will assume full responsibility for the operation of the Project including, but not limited to, purchasing, delivery, sale and disposal of food products and installing, maintaining and removing the pop-up kiosks on operating days. Separate authority for the purchase of service agreement has been sought by Toronto Public Health for the Purchase of Service Agreement.
Terms	Major Terms and Conditions are contained on Page 4.

Property Details	Ward:	10 – York Centre, 5 – Etobicoke-Lakeshore, 35 - Scarborough Southwest
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	100 ft ² at each location (300 ft ² total)
	Other Information:	

A.	Deputy City Manager & Chief Financial Officer has approval authority for:	City Manager 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 ABCDs:</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 & Parks & Open Space Areas of Official Plan:</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>(a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p>(b) Releases/Discharges;</p> <p>l Surrenders/Abandonments;</p> <p>(d) Enforcements/Terminations;</p> <p>(e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p>(f) Objections/Waivers/Cautions;</p> <p>(g) Notices of Lease and Sublease;</p> <p>(h) Consent to regulatory applications by City, as owner;</p> <p>(i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p>(j) Documentation relating to Land Titles applications;</p> <p>(k) Correcting/Quit Claim Transfer/Deeds.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million;</p> <p><input checked="" 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.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><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 \$3 Million).</p> <p>Delegated to a less senior position.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million;</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><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 \$5 Million).</p> <p>Delegated to a less senior position.</p>
<p>B. City Manager and Deputy Manager & Chief Financial Officer each has signing authority on behalf of the City for:</p>		
<p><input checked="" type="checkbox"/> Documents required to implement the delegated approval exercised by him.</p>		

Consultation with Councillor(s)										
Councillor:	James Pasternak, Justin Di Ciano, Michelle Berardinetti				Councillor:					
Contact Name:	Jacob Katz, Jacqueline Czajka, Michael Giles,				Contact Name:					
Contacted by:	Phone	x	E-Mail	Memo	Other	Contacted by:	Phone	E-mail	Memo	Other
Comments:	Concurs				Comments:					
Consultation with ABCDs										
Division:	TTC/Toronto Public Health				Division:	Financial Planning				
Contact Name:	Paul Occhiogrosso/Barbara Emanuel				Contact Name:	Filisha Mohammed				
Comments:	Concurs of site locations and terms				Comments:	Concurs				
Legal Division Contact										
Contact Name:	Luxmen Aloysius									

DAF Tracking No.: 2015-249	Date	Signature
Recommended by: Wayne Duong, Manager, Leasing and Site Management	Dec/29/2015	Sgd.\Wayne Duong
Recommended by: Joe Casali, Director of Real Estate Services	Dec/31/2015	Sgd.\ Joe Casali
Recommended by: Josie Scioli, Chief Corporate Officer	Jan/4/2016	Sgd.\ Josie Scioli
Approved by: Deputy City Manager & Chief Financial Officer Roberto Rossini	Jan/6/2016	Sgd.\ Roberto Rossini

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 licenses (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, save and except for residential leasing matters and .
- (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.

Major Terms and Conditions

A. Licensee:

FoodShare Toronto

B. Licence:

Non-exclusive licence from the City to the Licensee to operate pop up healthier food kiosks at the Project Locations.

C. Term:

Twelve (12) months commencing upon execution of the Purchase of Service Agreement

D. Termination:

The grant of the Licence can be terminated by the City upon fifteen (15) days' notice.

E. Renewal:

No rights of renewal

F. Project Locations

See Appendix "A" attached hereto

G. Project Hours of Operation:

Project Location (as shown on Appendix A)	Day of The Week	Access Hours
Downsview Subway Station	Tuesday	3 p.m. to 7 p.m.
	Thursday	3 p.m. to 7 p.m.
Kipling Subway Station	Tuesday	3 p.m. to 7 p.m.
	Wednesday	3 p.m. to 7 p.m.
Victoria Park Subway Station	Wednesday	3 p.m. to 7 p.m.
	Thursday	3 p.m. to 7 p.m.

H. Maintenance & Operation:

The Licence is to use, operate and maintain the Project Locations in a clean, tidy, well-ordered, safe and good and work like manner, free of hazards and accumulations of rubbish or debris, at the Licensee' sole cost and expense, and to maintain the same at a first class level of operation and in compliance with all applicable federal, provincial and municipal laws, and all City and TTC rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines.

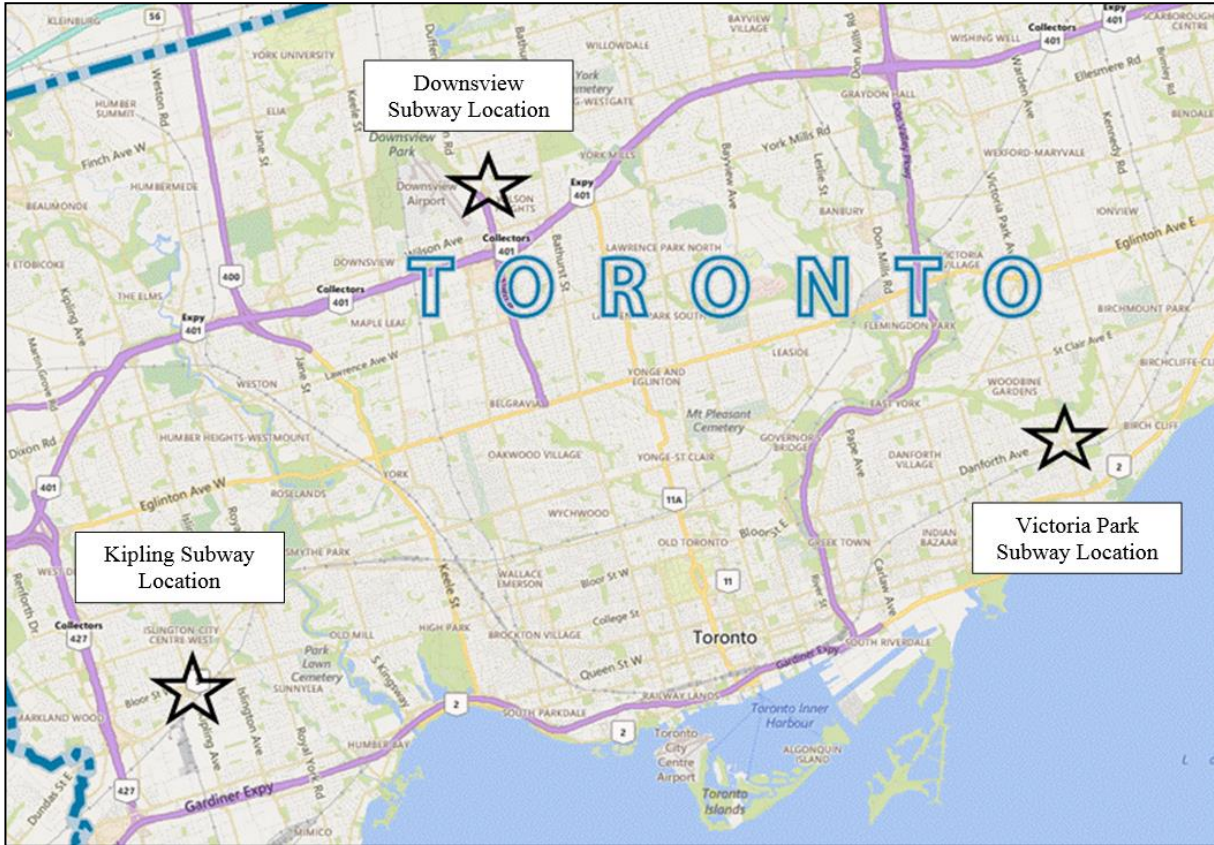
I. Indemnification:

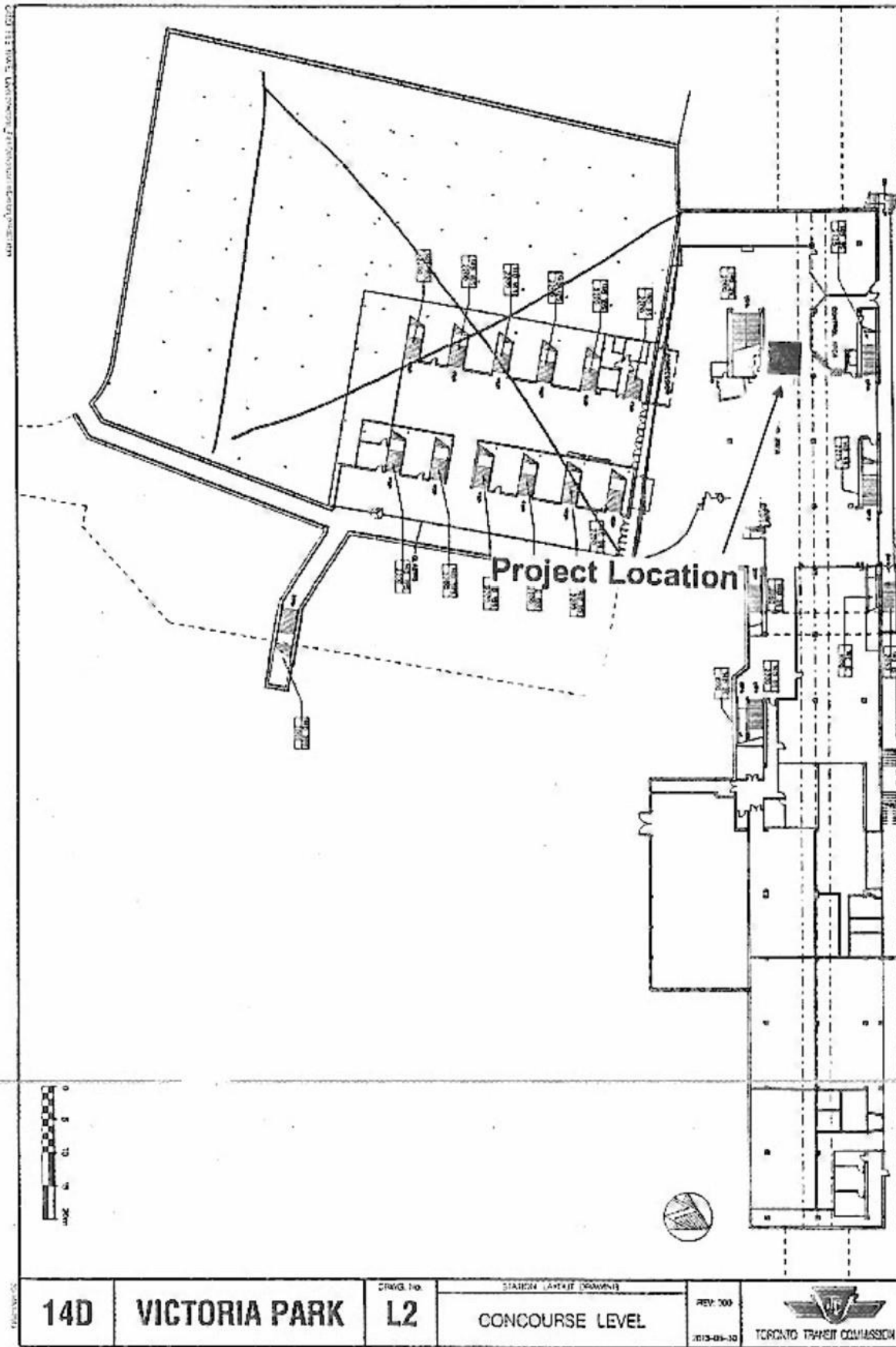
Release, keep harmless, defend and fully indemnify the City and the TTC and their respective officers, employees, agents, occupants and patrons from and against all actions, claims, and demands whatsoever which may be brought against or made upon the City and the TTC which is directly or indirectly sustained as a result or in any way relating to the Project.

J. Insurance:

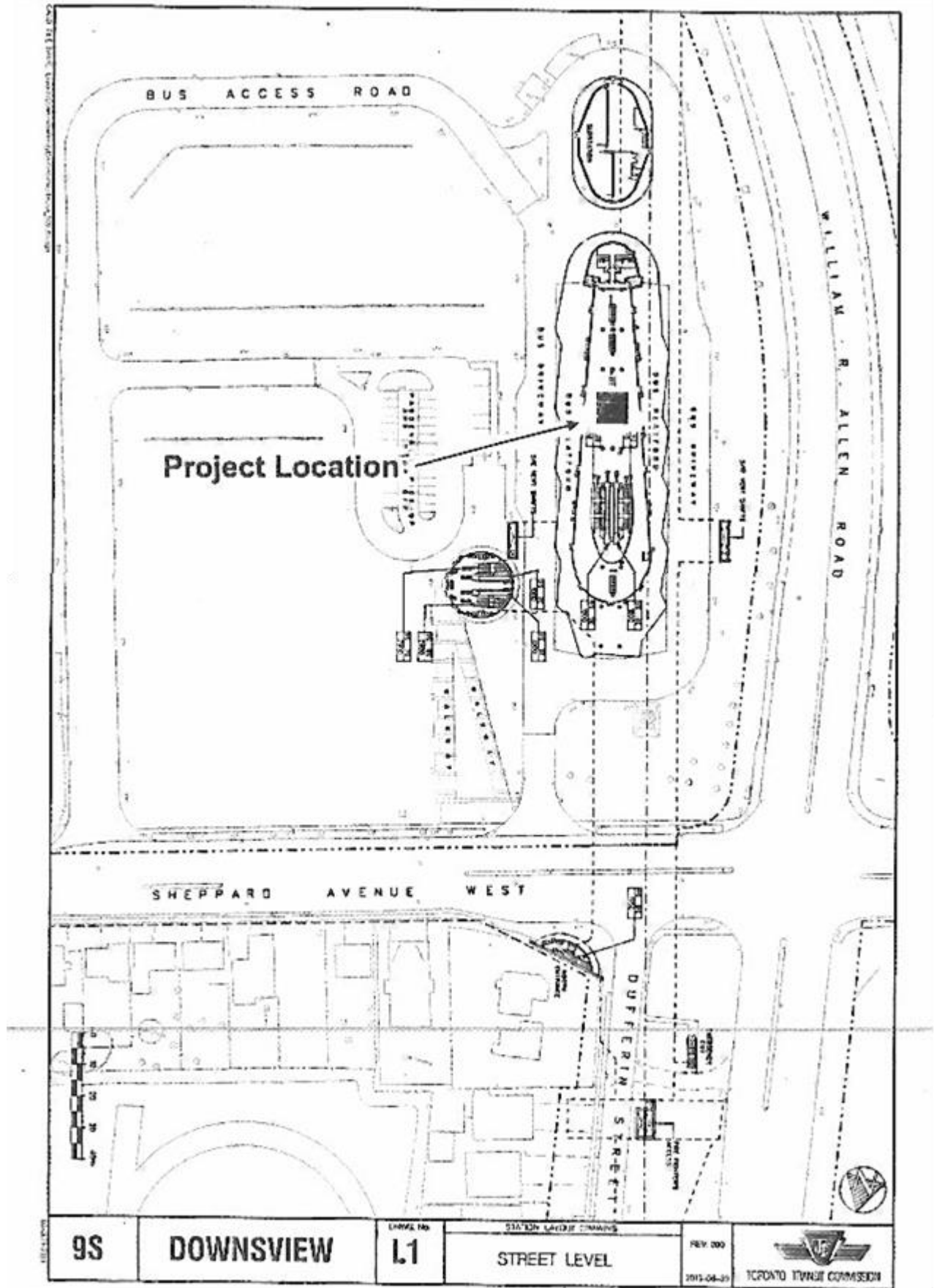
The Licensee to maintain \$2,000,000 in commercial general liability insurance per occurrence and name the City and the TTC as additional insured.

Appendix A – Key Map of Project Locations

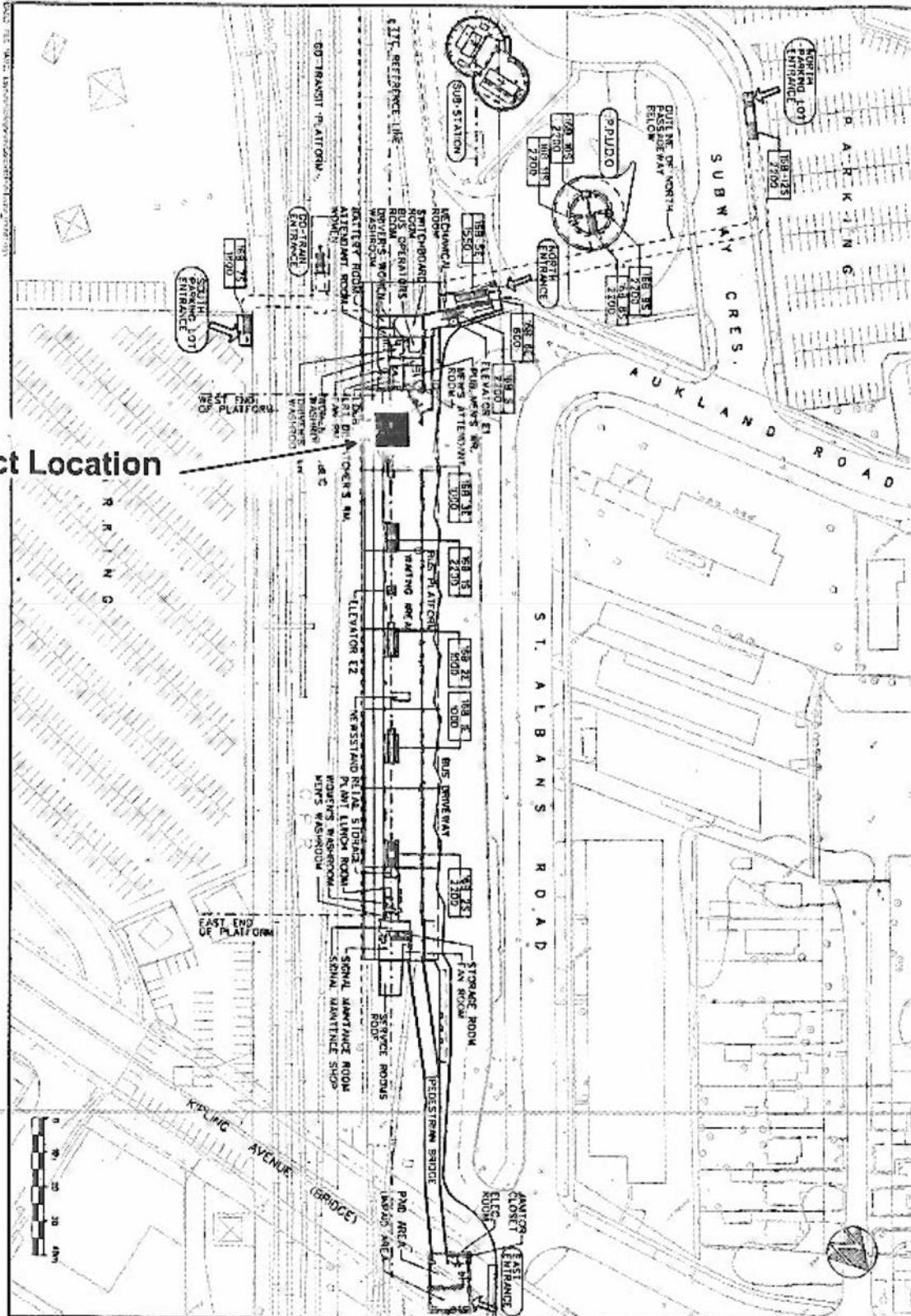





Appendix C – Downsvie Subway Project Location



Project Location



<p>16B</p>	<p>KIPLING</p>	<p>ORIG. No. L1</p>	<p>STATION LAYOUT DRAWING STREET LEVEL</p>	<p>REV. 000 2012-05-30</p>	 <p>TORONTO TRANSIT COMMISSION</p>
------------	----------------	--------------------------------	---	--------------------------------	---