

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

TRACKING NO.: 2016-157

<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> 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:	D Picheca	Division:	Real Estate Services
Date Prepared:	June 27, 2016	Phone No.:	416-392-7223
Purpose	To obtain authority to enter into (i) a storage lease agreement (the "Storage Lease") with 2029990 Ontario Inc. c.o.b. as Buster's Sea Cove (the "Tenant"); (ii) a surrender of the Storage Lease with the Tenant (the "Surrender"); and (iii) a new storage lease agreement (the "New Storage Lease") with 1936727 Ontario Inc. c.o.b. as Buster's Sea Cove (the "New Tenant"); for Storage Unit Nos. L-21B and L-26 (the "Storage Premises") located in the basement of the South St. Lawrence Market (the "Market").		
Property	South St. Lawrence Market – Storage Unit Nos. L-21B and L-26 93-95 Front Street East, Toronto, ON M5E 1C3 (location as shown on the floor plans attached hereto)		
Actions	1. Authority is granted to enter into: <ul style="list-style-type: none"> a) the Storage Lease with the Tenant, for a term from February 1, 2016 to July 3, 2016; b) the Surrender with the Tenant as of July 3, 2016; and c) the New Storage Lease with the New Tenant, for a month-to-month term commencing on July 4, 2016 and ending no later than December 31, 2016 all substantially on the terms and conditions set out herein and on any other or amended terms and conditions as the Chief Corporate Officer may deem appropriate, all in a form acceptable to the City Solicitor.		
Financial Impact	2. The Chief Corporate Officer, or her successor or designate, shall administer and manage the Storage Lease, Surrender, and New Storage Lease, including the provision 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.		
	3. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto.		
	For the period from February 1, 2016 to July 3, 2016, pursuant to the Storage Lease Number L-21B, the City received rent from the Tenant totaling \$11,738.64 plus applicable taxes.		
	For the period from July 4, 2016 to December 31, 2016, pursuant to the New Storage Lease L-21B and L-26, the City will receive from the New Tenant rent totaling \$12,253.50 plus applicable taxes, or \$2,450.70 per month for 5 months.		
	The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact.		
Comments	The Market has been operated by the City of Toronto as a food market since 1903. Currently, 67 different tenancies occupy approximately 47,000 square feet of rentable space in the Market.		
	The Tenant is currently leasing Store No. 33 in the Market for the operation of its business, Buster's Sea Cove, and requires use of the Storage Premises in connection with said business. The Tenant's President is planning to retire and has sold the business to the New Tenant. The New Tenant plans to run the business under the same name (Buster's Sea Cove), and has requested continued use of the Storage Premises.		
	The City shall enter into the Storage Lease and the Surrender with the Tenant, and then shall enter into the New Storage Lease with the New Tenant, incorporating current market terms and conditions. The Tenant and the New Tenant are agreeable to this arrangement.		
	Real Estate Services staff believe the proposed Storage Lease, Surrender, and New Storage Lease to be in the City's interests, and recommend that they be approved.		
Terms	See page 5 for main terms and conditions		

Property Details	Ward:28	28 – Toronto Centre-Rosedale
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	899.34 square feet
	Other Information:	

Revised: April 11, 2014

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:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<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:	Delegated to a more senior position.	<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. Delegated to a less senior position.
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 checked="" 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:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. |
| <input type="checkbox"/> | 2. Expropriation Applications and Notices following Council approval of expropriation. |
| <input checked="" type="checkbox"/> | 3. Documents required to implement the delegated approval exercised by him. |

Chief Corporate Officer also has approval authority for:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 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:	Tom Davidson	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input 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:		Comments:	

Consultation with ABCDs

Division:	Financial Planning	Division:	
Contact Name:	Filisha Mohammad	Contact Name:	
Comments:	Reviewed and approved as is.	Comments:	

Legal Division Contact

Contact Name:	Nicole See-Too
---------------	----------------

DAF Tracking No.: 2016-157	Date	Signature
Recommended by: Daniel Picheca	June 28, 2016	Sgd.\ Daniel Picheca
<input type="checkbox"/> Recommended by: Director of Real Estate Services Joe Casali	June/28/2016	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.

Main Terms and Conditions

The Storage Lease with the Tenant provides for the following main terms and conditions:

1. Tenant: 2029990 Ontario Inc. c.o.b. as Buster's Sea Cove
2. Storage Premises: Storage Unit Nos. L-21B (717.96 sq ft) and L-26 (181.38 sq ft)
3. Term: February 1, 2016 to July 3, 2016, month-to-month, with no right of renewal
4. Rent: \$32.70 per square foot per annum
5. Use: Storage purposes in connection with the Tenant's operation of Buster's Sea Cove. The Tenant shall not use the Storage Premises for any other purposes whatsoever.
6. Termination: The City or the Tenant may terminate the Storage Lease at any time on 30 days' written notice.
7. Lease: The termination of the lease agreement between the City and Tenant dated March 4, 2010, as amended and extended, in respect of leased premises situate in the Market, will result in immediate termination of the Storage Lease.
8. Insurance: The Tenant shall throughout the Term, at its sole cost and expense, take out and keep in full force and effect, with the City as an additional insured, all risks property insurance, business interruption insurance, crime insurance, and commercial general liability insurance including products liability, personal injury, employer's/and contingent employer's liability, tenant's legal liability, blanket contractual liability and provisions for cross liability and severability of interests and non-owned automobile liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
9. Indemnity: The Tenant shall indemnify the City from and against all liabilities, damages, costs and expenses, claims, suits, or actions arising out of any act or omission by the Tenant or those for whom the Tenant is responsible, any breach by the Tenant of any provision of the Storage Lease, or any damage to property occasioned by the Tenant's use and occupation of the Storage Premises.

The Surrender with the Tenant provides that:

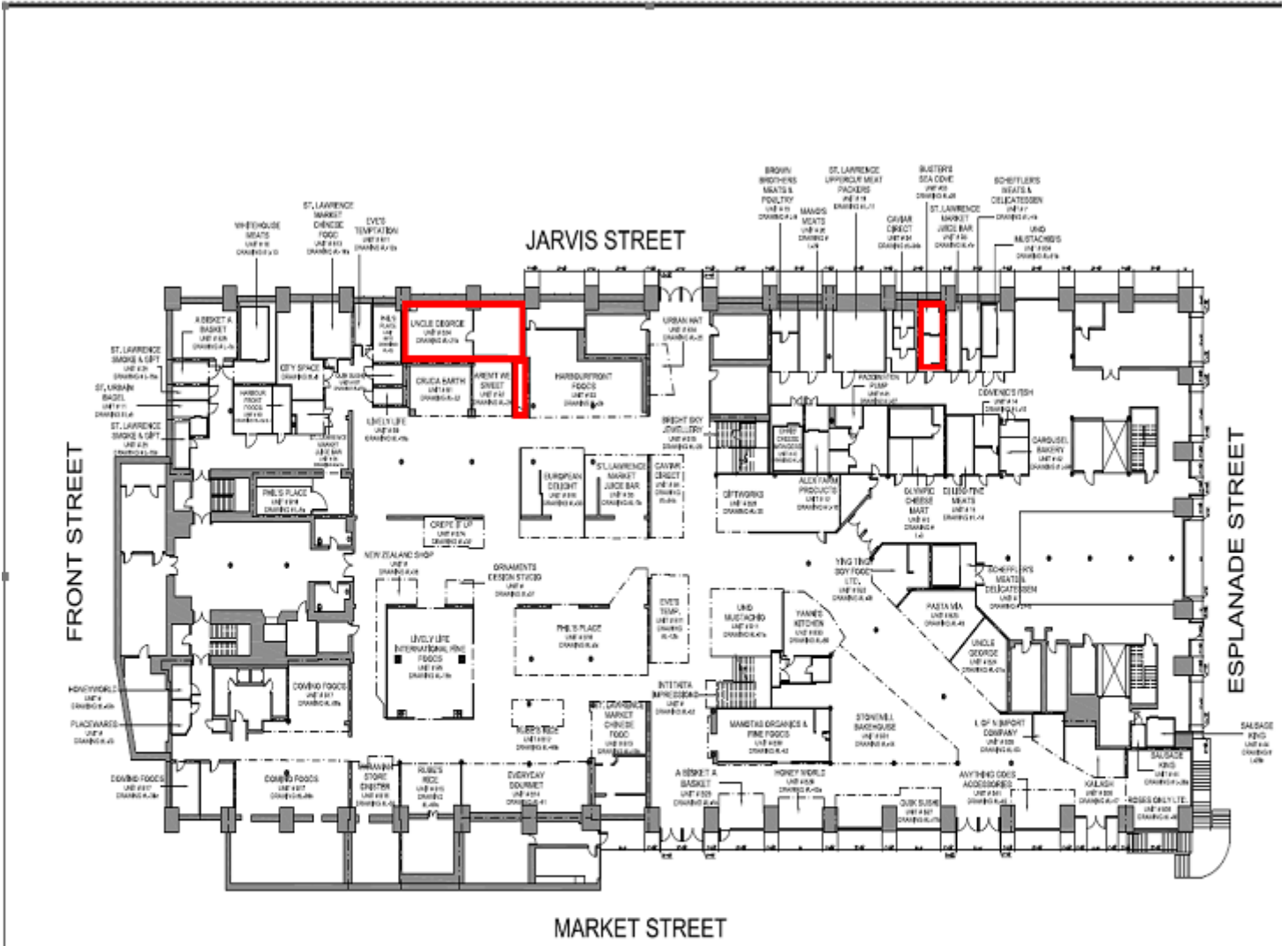
1. the terms of the Storage Lease with the City are in good standing. Staff confirm that the Tenant is not in default;
2. upon execution of the Surrender, all rights of both parties are extinguished and each party releases the other; and
3. upon execution of the Surrender, the City will regain the Storage Premises formerly leased to the Tenant.

The New Storage Lease with the New Tenant provides for the following main terms and conditions:

1. New Tenant: 1936727 Ontario Inc. c.o.b. as Buster's Sea Cove
2. Storage Premises: Storage Unit Nos. L-21B (717.96 sq ft) and L-26 (181.38 sq ft)
3. Term: month-to-month, commencing on July 4, 2016 and ending no later than December 31, 2016, with no right of renewal
4. Rent: \$32.70 per square foot per annum;
5. Use: Storage purposes in connection with the New Tenant's operation of Buster's Sea Cove. The New Tenant shall not use the Storage Premises for any other purposes whatsoever.
6. Termination: The City or the New Tenant may terminate the New Storage Lease at any time on 30 days' written notice.
7. Lease: The termination of the lease agreement dated March 4, 2010 in respect of leased premises situate in the Market, as assigned to the New Tenant, will result in immediate termination of the New Storage Lease.

8. Insurance: The New Tenant shall throughout the Term, at its sole cost and expense, take out and keep in full force and effect, with the City as an additional insured, all risks property insurance, business interruption insurance, crime insurance, and commercial general liability insurance including products liability, personal injury, employer's/and contingent employer's liability, tenant's legal liability, blanket contractual liability and provisions for cross liability and severability of interests and non-owned automobile liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
9. Indemnity: The New Tenant shall indemnify the City from and against all liabilities, damages, costs and expenses, claims, suits, or actions arising out of any act or omission by the New Tenant or those for whom the New Tenant is responsible, any breach by the New Tenant of any provision of the New Storage Lease, or any damage to property occasioned by the New Tenant's use and occupation of the Storage Premises.

Floor Plans



GROSS FLOOR AREA = 52 845,96sf

	 ANTONIO VISCA ARCHITECT 51 Avenue Crescent, Alpha District, Canada v. 305.435.4354 e. info@antvisca.com	SHEET TITLE St. Lawrence Market Lower Level	PROJECT No. 2022-05
		PROJECT St. Lawrence Market 19 Front Street East Toronto Ont M5E 1C2	DATE 0-1
SCALE: As Noted PLAT SCALE: As Noted DATE: 04/20/20			

