

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

TRACKING NO.: 2017-214

- 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 (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 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No.1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).
- 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.

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| Prepared By: | Daniel Picheca | Division: | Real Estate Services |
| Date Prepared: | August 4, 2017 | Phone No.: | 416-392-7221 |

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| Purpose | To obtain authority to enter into a storage lease agreement (the "Storage Lease") with 2582528 Ontario Ltd. c.o.b. as Phil's Place (the "Tenant") for Storage Units Nos.A1 and A13 (the "Storage Premises") located in the basement of the South St. Lawrence Market (the "Market"). |
| Property | South St. Lawrence Market – Storage Units Nos. A1 and A13 93-95 Front Street East, Toronto, ON M5E 1C3 (location as shown on the floor plans attached hereto) |
| Actions | <ol style="list-style-type: none"> Authority is granted to enter into the Storage Lease with the Tenant, for a month-to-month term commencing on August 15, 2017 and ending no later than December 31, 2017, with no right of renewal, 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. The Chief Corporate Officer, or her successor or designate, shall administer and manage the 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. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. |
| Financial Impact | <p>For the period from August 15, 2017 to December 31, 2017, pursuant to the Storage Lease of A1 and A13, the City will receive from the Tenant rent totaling approximately \$6,180.57 plus applicable taxes, or \$1,373.46 per month for the 4.5 month term of the storage lease agreement.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p> |
| Comments | <p>The Market has been operated by the City of Toronto as a food market since 1903. Currently, 64 different tenancies occupy approximately 47,000 square feet of rentable space in the Market.</p> <p>The Tenant is currently leasing Store No.B10 in the Market for the operation of its business, Phil's Place, and requires use of the Storage Premises in connection with said business.</p> <p>The City shall enter into the Storage Lease with the Tenant, incorporating current market terms and conditions.</p> <p>Real Estate Services staff believe the proposed Storage Lease to be in the City's interests, and recommend that it be approved.</p> |
| Terms | See page 4 for main terms and conditions. |

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| Property Details | Ward: | 28 – Toronto Centre-Rosedale |
| | Assessment Roll No.: | |
| | Approximate Size: | |
| | Approximate Area: | 467.96 square feet |
| | Other Information: | |

| A. | Director of Real Estate Services has approval authority for: | Chief Corporate Officer has approval authority for: |
|---|---|--|
| <p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</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: N/A</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><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p>Delegated to a more senior position.</p> <p><input checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million;</p> <p><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.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 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 \$500,000).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p><input type="checkbox"/> (b) Releases/Discharges;</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments;</p> <p><input type="checkbox"/> (d) Enforcements/Terminations;</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions;</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease;</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications;</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.</p> | <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> Issuance of RFPs/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of process by law.</p> <p><input type="checkbox"/> Transfer of Operational Management to ABCDs.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><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.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$1 Million).</p> <p><input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;</p> <p><input type="checkbox"/> (b) Releases/Discharges;</p> <p><input type="checkbox"/> (c) Surrenders/Abandonments;</p> <p><input type="checkbox"/> (d) Enforcements/Terminations;</p> <p><input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificat</p> <p><input type="checkbox"/> (f) Objections/Waivers/Cautions;</p> <p><input type="checkbox"/> (g) Notices of Lease and Sublease;</p> <p><input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;</p> <p><input type="checkbox"/> (i) Consent to assignment of Agreement of Purchase/Sale; Direction re Title;</p> <p><input type="checkbox"/> (j) Documentation relating to Land Titles applications;</p> <p><input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.</p> |

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 or her.

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: | Tom 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: | Filisha Jenkins | | | | | Contact Name: | | | | | | |
| Comments: | | | | | | Comments: | | | | | | |
| Legal Division Contact | | | | | | | | | | | | |
| Contact Name: | Nicole See-Too | | | | | | | | | | | |
| DAF Tracking No.: DRE 2017-214 | | | | | | Date | | | Signature | | | |
| Recommended by: Daniel Picheca | | | | | | August 10, 2017 | | | | | | |
| <input type="checkbox"/> | Recommended | | Director of Real Estate Services | | | August 10, 2017 | | | Joe Casali | | | |
| <input checked="" type="checkbox"/> | Approved by: | | Joe Casali | | | | | | | | | |
| <input type="checkbox"/> | Approved by: | | Chief Corporate Officer | | | | | | | | | |
| | | | | Josie Scioli | | | | | | | | |

General Conditions ("GC")

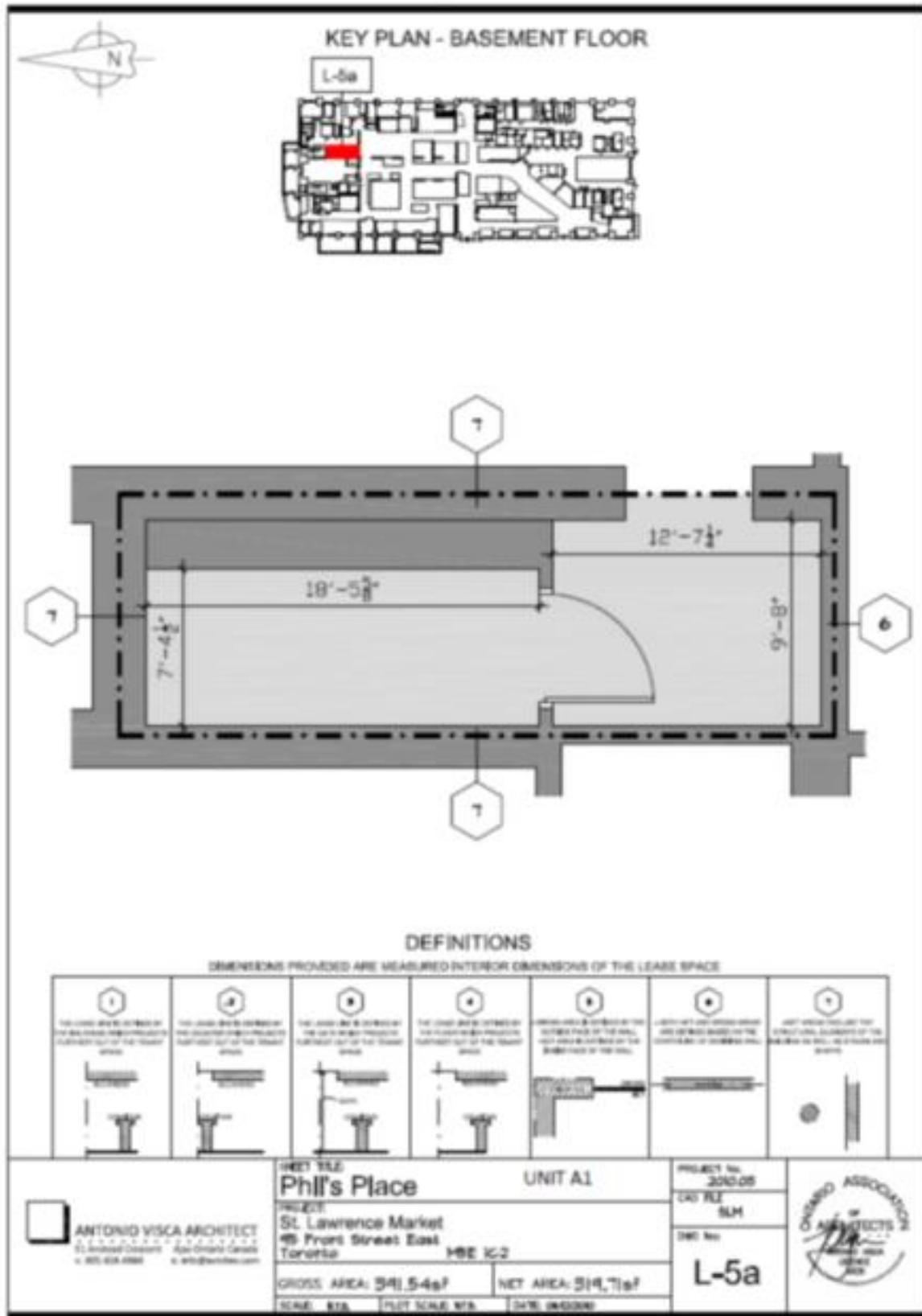
- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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.

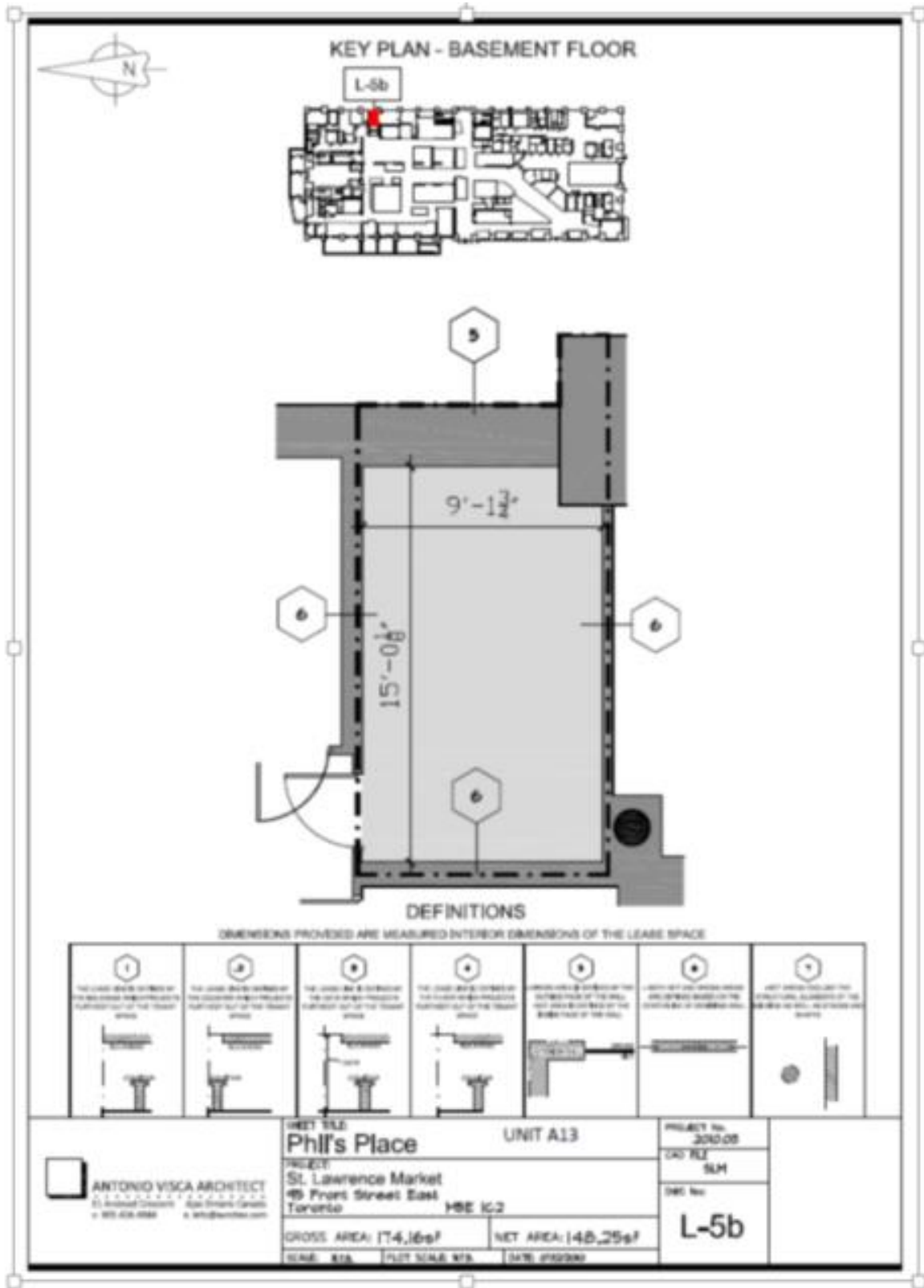
Main Terms and Conditions

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

1. Tenant: 2582528 Ontario Ltd. c.o.b. as Phil's Place
2. Storage Premises: Storage Units Nos. A1 and A13 (467.96 sq ft total)
3. Term: month-to-month, commencing on August 15, 2017 and ending no later than December 31, 2017, with no right of renewal
4. Rent: \$35.22 plus HST per square foot per annum
5. Use: Storage purposes in connection with the Tenant's operation of Phil's Place. 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 in respect of leased premises situate in the Market (Store No. B10), as assigned to the Tenant, 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.

Floor Plans







GROSS FLOOR AREA = 52 545 SQF



ANTONIO VIGIA ARCHITECT
ARCHITECTS

NO. 10
St. Lawrence Market Lower Level
100 King Street West
Toronto, Ontario M5X 1C5
Tel: 416-593-1111

Scale
1:100

Q-1