



**DELEGATED APPROVAL FORM**  
**DIRECTOR, REAL ESTATE SERVICES**  
**MANAGER, REAL ESTATE SERVICES**

TRACKING NO.: 2019-329

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, adopted by City Council on May 22, 23 & 24, 2018 or, where applicable, in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

<b>Prepared By:</b>	Daniel Di Biagio	<b>Division:</b>	Real Estate Services
<b>Date Prepared:</b>	November 25, 2019	<b>Phone No.:</b>	416-392-6965
<b>Purpose</b>	To obtain authority to enter into a "License Agreement" with Jeff Jordan c.o.b. as "Donmor Farms" (the "Licensee"), for a term of thirty four (34) days, certain outside stalls in the building known as the St. Lawrence Market South Building and the St. Lawrence Temporary Market, for the sale at retail of Christmas trees and related accessories.		
<b>Property</b>	<ol style="list-style-type: none"> <li>1) St. Lawrence Market South Building (the "Market") located at 92-95 Front Street East, Toronto, ON M5E 1C3 - outside stalls A1, A2, A3 and A4 inclusive as shown on Schedule "A" attached hereto; and</li> <li>2) St. Lawrence Temporary Market (the "Farmer's Market") located at 125 The Esplanade, Toronto, ON M5E 1C3 - outside stalls 4 and 5 inclusive as shown on Schedule "B" attached hereto (collectively, the "Licensed Area").</li> </ol>		
<b>Actions</b>	<p>It is recommended that:</p> <ol style="list-style-type: none"> <li>1. Authority be granted to enter into a licence agreement (the "Licence Agreement") with the Licensee for a term of thirty five (35) days, including November 16, 2019 and from November 21 to December 24, 2019 inclusive (the "Licence Period"), for use of the Licensed Area, substantially on the terms and conditions outlined herein, and any such other terms and conditions as deemed appropriate by the Director, Real Estate Services, and in a form acceptable to the City Solicitor.</li> </ol>		
<b>Financial Impact</b>	<p>The City will receive a total of \$11,257.06 (including HST) from the Licensee for the thirty-four (34) day term of the license agreement.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>The Market has been operated by the City of Toronto as a food market since 1903. Currently, 64 different tenants occupy approximately 47,000 square feet of rentable space in the Market. In addition, the Farmers Market is operated by the City of Toronto as a farmers' market and is a prime attraction on the weekend, when patrons may purchase fresh produce and homemade foods and goods from farmers of the region.</p> <p>The Licensee is interested in re-licensing space in the Market and the Farmers' Market for the sale at retail of Christmas trees and related accessories. Over the last 5+ years the presence of Donmor Farms has been a great attribute to the Farmers' Market through the Christmas season. Customers are drawn to the festivities and atmosphere the Licensee brings to the Market as a whole.</p> <p>The license fee is 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 License Agreement are considered by Real Estate Services staff to be fair, reasonable and reflective of market value.</p>		
<b>Terms</b>	See Terms and Conditions outlined on page 4.		
<b>Property Details</b>	<b>Ward:</b>	Ward 13: Toronto Centre	
	<b>Assessment Roll No.:</b>		
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	Various – Schedule "A & B"	
	<b>Other Information:</b>		

<b>A.</b>	<b>Manager, Real Estate Services has approval authority for:</b>	<b>Director, Real Estate Services has approval authority for:</b>									
<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 Divisions and Agencies:</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 &amp; Parks &amp; 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><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to a more senior position.</b></p> <p><b>Delegated to a more senior position.</b></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><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to a more senior position.</b></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><input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.</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 six (6) months, including licences for environmental assessments and/or testing, etc.</p> <p><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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 roads, 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 subject to General Condition (u)).</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/Caution</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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>											
<ul style="list-style-type: none"> <li>Documents required to implement matters for which he or she also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions &amp; Expropriations is only Manager with such signing authority).</li> </ul>											
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>											
<ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents.</li> </ul>											
<b>Consultation with Councillor(s)</b>											
Councillor:	Kristyn Wong Tam	Councillor:									
Contact Name:	Lisa Hoffman – Lisa.Hoffman@toronto.ca	Contact Name:									
Contacted by:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Phone</td> <td style="width: 25%; text-align: center;">E-Mail</td> <td style="width: 25%; text-align: center;">Memo</td> <td style="width: 25%; text-align: center;">Other</td> </tr> </table>	Phone	E-Mail	Memo	Other	Contacted by:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Phone</td> <td style="width: 25%; text-align: center;">E-mail</td> <td style="width: 25%; text-align: center;">Memo</td> <td style="width: 25%; text-align: center;">Other</td> </tr> </table>	Phone	E-mail	Memo	Other
Phone	E-Mail	Memo	Other								
Phone	E-mail	Memo	Other								
Comments:		Comments:									

Consultation with Divisions and/or Agencies			
Division:	<b>Financial Planning</b>	Division:	
Contact Name:	Patricia Libardo	Contact Name:	
Comments:	416-397-4217	Comments:	
Legal Division Contact			
Contact Name:	Gloria Lee		

DAF Tracking No.: 2019-329	Date	Signature
Concurred with by: Property Officer, Real Estate Services Daniel Di Biagio		
<input checked="" type="checkbox"/> Recommended by: <b>Acting Manager, Real Estate Services Daniel Picheca</b>	<b>Nov. 27, 2019</b>	Signed by Daniel Picheca
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Nick Simos</b>	<b>Nov. 27, 2019</b>	Signed by Nick Simos

#### 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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Internal Corporate Services, in consultation with any other 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 50M<sup>2</sup> 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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

### Main Terms and Conditions

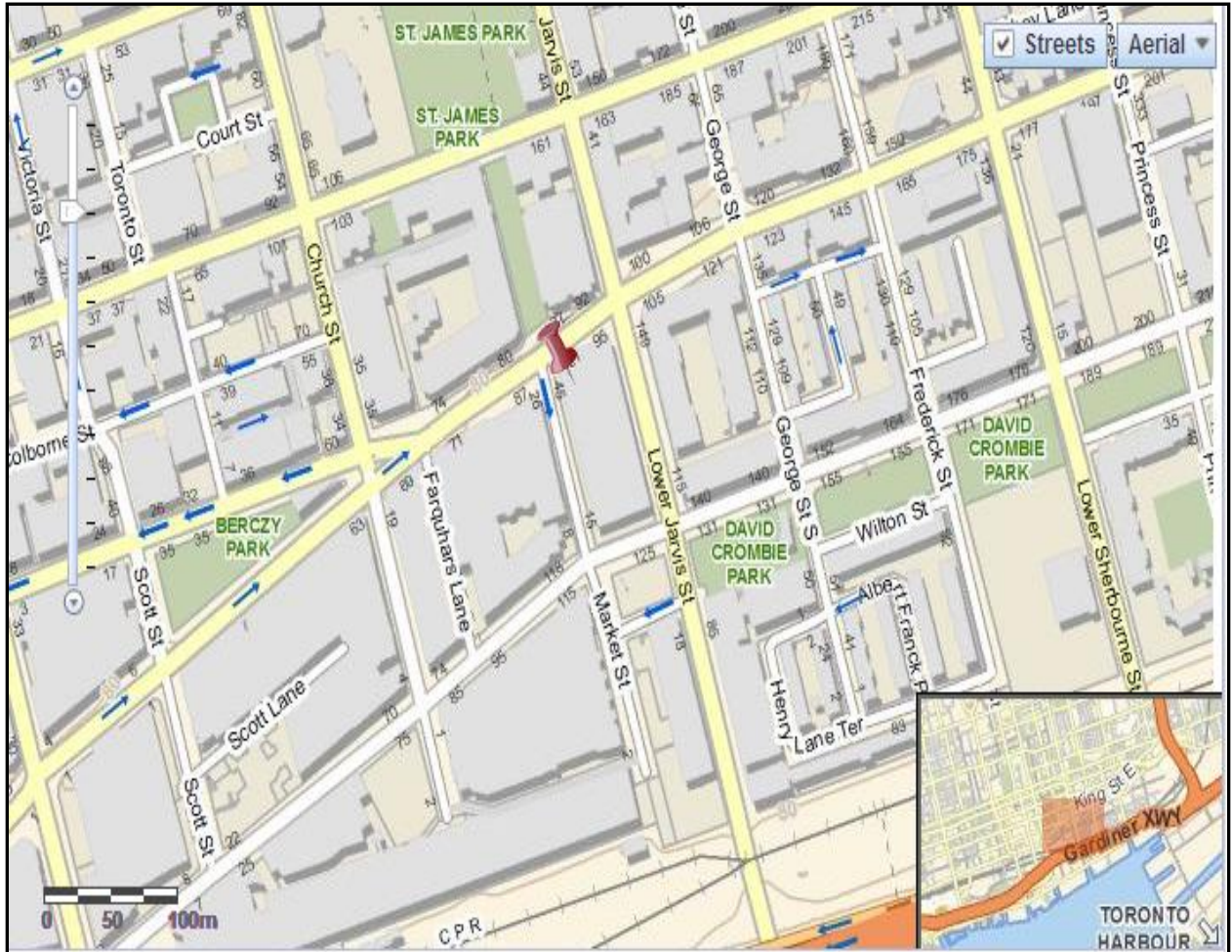
1. The Licensee: Jeff Jordan c.o.b. as "Donmor Farms"
2. Licensed Area:
  - a. St. Lawrence Market South Building (92-95 Front Street East, Toronto, ON M5E 1C3) - Outside stalls A1, A2, A3 and A4 (Schedule "A").
  - b. St. Lawrence Temporary Market (125 The Esplanade, Toronto, ON M5E 1C3) - Outside stalls 4 and 5 (Schedule "B").
3. Term: November 16, 2019, and November 21 to December 24, 2019.
4. Licence Fee: \$9,962.00 plus HST
5. The Licensee shall operate its business in the Licensed Area during business hours designated by the City continuously and actively throughout the Licence Period in accordance with the Licence Agreement and the rules and regulations established by the City for conducting the business of retail sale of Christmas trees and related accessories.
6. Insurance: The Licensee shall throughout the Licence Period, at its sole cost and expense, take out and keep in full force and effect, with the City as an additional insured, comprehensive general liability insurance for bodily injury or death and damage to property of others with respect to all business conducted in, at, upon or from the Licensed Area and the use and occupancy thereof by the Licensee, by any other person on behalf of the Licensee, by those for whom the Licensee is in law responsible and by any other person in the Licensed Area with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
7. Indemnity: The Licensee shall indemnify and save harmless the City from any and all claims, actions, damages, liabilities, losses, costs and expenses whatsoever including, without limitation, those in respect of loss of life, personal injury or damage to property, arising from any occurrence or situation in, upon or at the Licensed Area, the occupancy or use of the Licensed Areas, or any act or omission of, work done by or on behalf of, or breach of this Licence Agreement by the Licensee.

Location Map

Schedule "A"

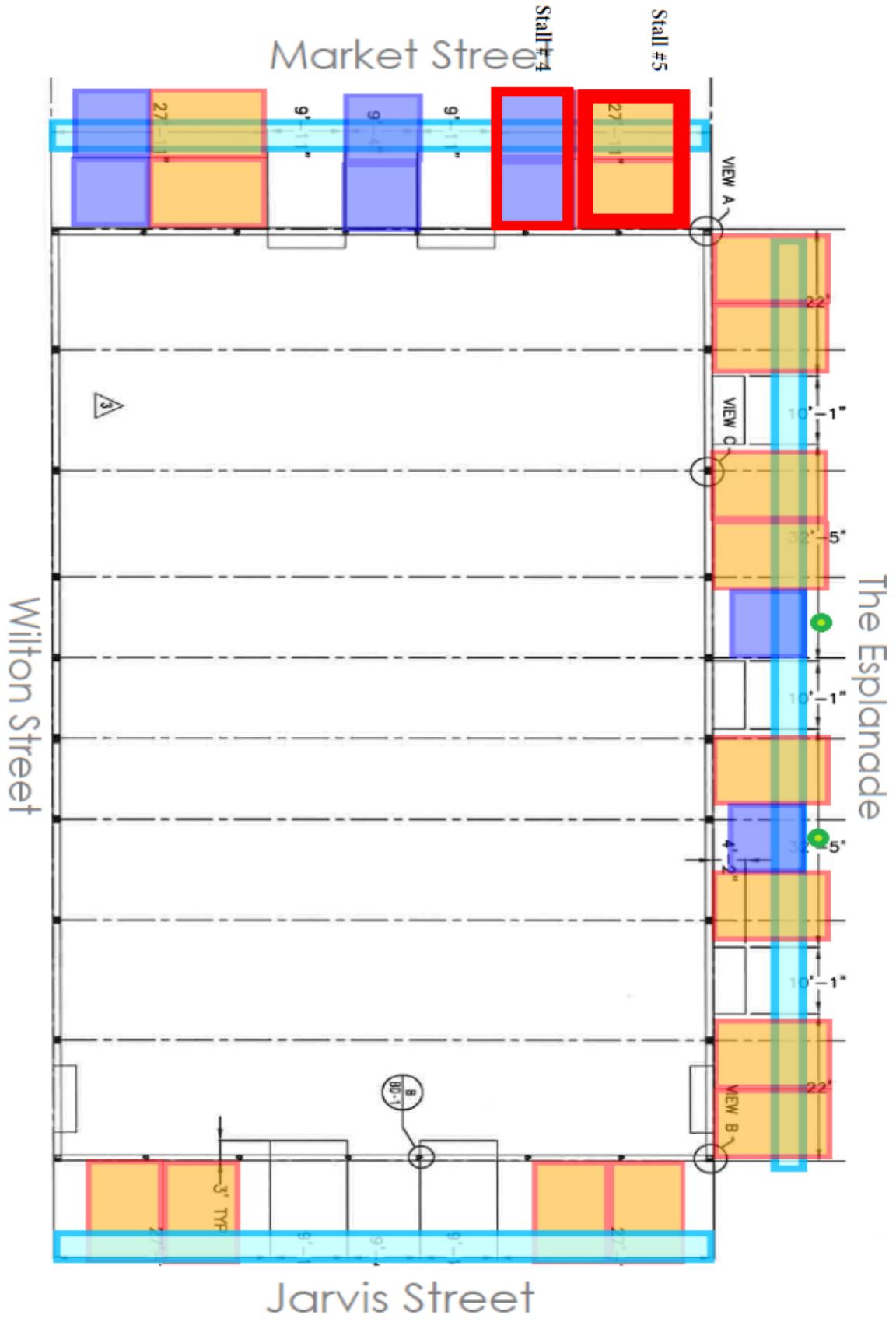
Map of South St. Lawrence Market  
92-95 Front St. E., Toronto, ON

Street View



Schedule "B"

Floor Plan – Farmer's Market



Floor Plan  
South Market

