

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property.

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	May 27, 2021	Phone No.:	416-396-5622

Purpose	To obtain authority to enter into a Licence Agreement between the City of Toronto, as Licensor, and The West Toronto Photography Group, as Licensee, for temporary access to approximately 1,215 square meters on a portion of Part 6 at 22 John St, Toronto, for a period of three (3) months commencing on June 2, 2021 and expiring on September 1, 2021
Property	22 John St., Toronto, Ontario, M9N 0B1 (near Weston & Lawrence Avenue)
Actions	<ol style="list-style-type: none"> 1. Authority be granted to enter into a Licence agreement with The West Toronto Photography Group, as Licensee and the City of Toronto, as Licensor, for temporary access to approximately 1,215 square meters on a portion of Part 6 on Plan 66R-28757 at 22 John St., Toronto (noted on Page 5 as "Usable Area"), for a period of three (3) months commencing on June 2, 2021 and expiring on September 1, 2021 substantially on the terms and conditions outlined herein, and any such other terms and conditions deemed appropriate by the Manager, Real Estate Services ("Manager"), and in a form acceptable to the City Solicitor; 2. The Manager, or designate, administer and manage the Licence Agreement including the provision of any consents, approvals, waivers, notices and notices of termination, provided that the Manager may, at any time, refer consideration of such matters to City Council for determination and direction;
Financial Impact	<p>This agreement is of nominal consideration with total financial implications to the City of \$2.00.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section</p>
Comments	<p>The City is the registered owner of the vacant lands referred to as the "Farmer's Market Area" and designated as Part 6 on Plan 66R-28757 (the "Property"). The Property is adjacent to the Weston redevelopment of a 370 unit market rental apartment building and 7 market rental townhouses at 22 John Street, a lease to Artscape of 26 affordable artist live-work rental homes and a community/cultural hub in the adjacent building at 33 King Street; a publicly-accessible Artist's Courtyard between 33 King Street and 22 John Street; and a new Toronto Parking Authority (TPA) surface parking lot at 14 John Street and 2 Elsmere.</p> <p>The Licensee wishes to license part of the Property, for use as artisan / farmer's market, and community and cultural events space. In accordance with a Section 37 Agreement between 22 John Street Developments Inc., 2295477 Ontario Inc. and the City dated October 31, 2016 and registered on November 2, 2016 as Instrument No. AT4390021, the developer will maintain and repair the Property.</p>
Terms	<p>The Term of the Licence shall be <u>Wednesdays</u>, on: (i) June 2, 9, 16, 23 & 30, 2021; (ii) July 7, 14, 21 & 28, 2021; (iii) August 4, 11, 18 & 25, 2021; and (iv) September 1, 2021 (the "Term"). There is no right to extend or renew the Term.</p> <p><u>Operating Days and Hours</u>: Unless prohibited by any law or by-law regulating business hours or days, on <u>Wednesday</u> from 12 p.m. to 8 p.m., to allow for set-up and take down, with Market hours being from 3 p.m. to 6 p.m.</p> <p><i>Refer to page 4 for additional details</i></p>

Property Details	Ward:	5 – York South-Weston
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	1,215 m ² ± (13,078 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services 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 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 & 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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</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 \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to a more senior position.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input checked="" 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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</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"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 proposed by-law.</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><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 \$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>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</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>
<p>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</p>		
<ul style="list-style-type: none"> • Documents required to implement matters for which he or she also has delegated approval authority. • Expropriation Applications and Notices following Council approval of expropriation (Manager, Acquisitions & Expropriations is only Manager with such signing authority). 		
<p>Director, Real Estate Services also has signing authority on behalf of the City for:</p>		
<ul style="list-style-type: none"> • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. • Community Space Tenancy Leases approved by delegated authority by Deputy City Manager, Internal Corporal Services and any related documents. 		

Consultation with Councillor(s)									
Councillor:	Frances Nunziata					Councillor:			
Contact Name:	Jessica Bringham					Contact Name:			
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other		
Comments:	Approved on 05/25/21					Comments:			
Consultation with Divisions and/or Agencies									
Division:	Community & Social Services					Division:	Financial Services		
Contact Name:	Lori Martin					Contact Name:	Patricia Libardo		
Comments:	Approved on 04/29/21					Comments:	Approved on 05/27/21		
Legal Division Contact									
Contact Name:	Soo Kim Lee								

DAF Tracking No.: 2021-162	Date	Signature
Recommended by:		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Alex Schuler	June 9, 2021	Signed by Alexander Schuler
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Manager, Real Estate Services Daran Somas	June 9, 2021	Signed by Daran Somas

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 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 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.

Major Terms & Conditions

Premises:

Approximately 1,215 square meters on a portion of Part 6 at 22 John St, Toronto, noted on Appendix A

Licensor:

City of Toronto

Term:

Three (3) months commencing on June 2, 2021 and expiring on September 1, 2021 on each Wednesday including: June 2, 9, 16, 23 & 30, 2021; July 7, 14, 21 & 28, 2021; August 4, 11, 18 & 25, 2021; and September 1, 2021.

Operating Days and Hours:

Wednesdays from 12 p.m. to 8 p.m., to allow for set-up and take down, with Market hours being from 3 p.m. to 6 p.m.

Extended Term:

There is no right to extend or renew the Term

Use:

For use as artisan / farmer's market, and community and cultural events space known as the Weston Artists Good Food Market from 4 to a maximum of 12 stalls.

License Fee:

This agreement is of nominal consideration with total financial implications to the City of \$2.00.

Insurance:

The Licensee, at all times during the Term and any renewal thereof, shall maintain at its own expense:

- (a) Comprehensive General Liability insurance, including contractual liability on an occurrence basis, against claims for personal or bodily injury, death, or property damage suffered by others arising in connection with the Licensee's equipment or out of the operations of the Licensee, its agents, assigns, servants, employees, officers, invitees and contractors, or any of them, indemnifying and insuring the Indemnified Persons in such amount and to such extent from time to time as would a prudent licensee, and which amount shall not be less than **Five Million Dollars (\$5,000,000.00)** per occurrence and which policy shall include provisions for cross-liability and severability of interest. The insurance policy(s) placed by the Licensee pursuant to this agreement shall be primary and shall be fully exhausted before calling into contribution any insurance available to the City;
- (b) "all risk" insurance on the Licensee's equipment, and any improvements or permitted signage in the Property, and all parts of the Property which the Licensee is obliged to keep in repair pursuant to this agreement in an amount sufficient to cover 100% of the full replacement cost thereof;
- (c) such other insurance as may be required by the City from time to time.

Market Map

