

# DELEGATED APPROVAL FORM

## DIRECTOR, REAL ESTATE SERVICES

## MANAGER, REAL ESTATE SERVICES

TRACKING NO.: 2024-136

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

Prepared By:	Wendy Pearson	Division:	Corporate Real Estate Management
Date Prepared:	May 31, 2024	Phone No.:	647-629-6739
<b>Purpose</b>	To obtain authority to enter into a Licence Agreement between the City of Toronto, as Licensor, and Weston Village BIA, as Licensee, for temporary access to approximately 761.8049 square meters (8,200 square feet) on a portion of Part 6 at 22 John St, Toronto, on Saturdays during the period of five (5) months and twenty-one (21) days commencing on June 8, 2024 and expiring on October 26, 2024. Open to public 8:30am-1:00pm. Vendor access 7:00 am-2:00pm.		
<b>Property</b>	The property municipally known as 22 John St., Toronto, on vacant lands referred to as the "Farmer's Market Area" and designated as Part 6 on Plan 66R-28757 at 22 John St. (the "Property"). As shown on the Location Map in Appendix B, the Usable Area in Appendix C1, and the Market Map in Appendix C2, 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 publicly-accessible Artist's Courtyard between 33 King Street and 22 John Street; and a Toronto Parking Authority (TPA) surface parking lot at 14 John Street and 2 Elsmere.		
<b>Actions</b>	<ol style="list-style-type: none"> <li>1. Authority be granted to enter into a Licence agreement with the Licensee, substantially on the terms and conditions set out in Appendix A, and including such other terms and conditions deemed appropriate by the approving authority herein, and in a form acceptable to the City Solicitor.</li> <li>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.</li> </ol>		
<b>Financial Impact</b>	<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 impact information.</p>		
<b>Comments</b>	<p>The City is the registered owner of the vacant lands referred to as the "Farmer's Market Area."</p> <p>The Licensee wishes to license part of the Property, for use as a farmers' market focused on local food insecurity, and as 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's successor in title, MPCT DIF DAM WEST22 INC., will maintain and repair the Property.</p>		
<b>Terms</b>	See Appendix A.		
<b>Property Details</b>	<b>Ward:</b>	5 – York South-Weston	
	<b>Assessment Roll No.:</b>	19 14 064 220 002 06	
	<b>Approximate Size:</b>		
	<b>Approximate Area:</b>	761.8049 m <sup>2</sup> ± (8,200 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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 more senior positions.</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 more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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 more senior positions.</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 type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million.</p> <p><input checked="" 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/Estoppel 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>

**B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:**

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

**Director, Real Estate Services also has signing authority on behalf of the City for:**

- 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 the Deputy City Manager, Corporate Services and any related documents.

**Pre-Condition to Approval**

☒ Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property

**Consultation with Councillor(s)**

Councillor:	Frances Nunziata	Councillor:	
Contact Name:	Geno Orsi	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> x <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No Comments	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	EDC	Division:	<b>Financial Planning</b>
Contact Name:	Erika Hennebury	Contact Name:	Ciro Tarantino
Comments:	No Comments	Comments:	No Changes

**Legal Services Division Contact**

Contact Name:	Chris Cieslik
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DAF Tracking No.: 2024-136	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	June 1, 2024	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	June 2, 2024	Signed by Alison Folosea

## Appendix "A" – Major Terms and Conditions of the Licence Extension Agreement

**Premises:**

Approximately 761.8049 square meters (8,200 square feet) on a portion of Part 6 at 22 John St, Toronto, noted on Appendix C-1.

**Licensor:**

City of Toronto

**Term:**

On Saturdays during the period of five (5) months and twenty-one (21) days commencing on June 8, 2024 and expiring on October 26, 2024.

**Operating Days and Hours:**

Open to public 8:30am-1:00pm. Vendor access 7:00 am-2:00pm.

**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 Village BIA from 4 to a maximum of 12 stalls.

**Space Specifications:** Facilities do not include lighting, sound equipment, chairs, other equipment. Accessible/Barrier free washrooms.

**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.



## Appendix "B"

## Location Map







