

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

TRACKING NO.: 2020-175

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.

Prepared By:	Leila Valenzuela	Division:	Real Estate Services
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Date Prepared:	June 26, 2020	Phone No.:	416-392-7174
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Purpose To obtain authority to enter into a Licence Agreement with CP Reit Ontario Properties Limited and Loblaws Inc, the owner and tenant respectively of the property at 222 Lansdowne Avenue, to allow the City to enter onto the property to carry out certain activities to facilitate the design details for extending the West Toronto Railpath multi-use trail south, from Dundas Street West and Sterling Road to Abell Street and Sudbury Street.

Property Part of the lands at 222 Lansdowne Avenue, shown on the attached sketch (the "Licensed Area").

Actions 1. Authority be granted to enter into a Licence Agreement with CP Reit Ontario Properties Limited and Loblaws Inc. for nominal consideration for the Licensed Area, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.

Financial Impact There are no financial implications resulting from this approval as the Licence will be for nominal consideration.
 The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.

Comments The City of Toronto (the "City") is working on the design details for extending the West Toronto Railpath multi-use trail south, from Dundas Street West and Sterling Road to Abell Street and Sudbury Street.
 As part of the design work, the City's consultants need access to the Licensed Area to conduct soil sampling.
 CP Reit Ontario Properties Limited and Loblaws Inc, the owner and tenant respectively of the property at 222 Lansdowne Avenue, have agreed to allow the City and its contractor to enter onto the property to carry out certain activities on the terms and conditions as set out in Appendix "A".
 The proposed licence and other major terms and conditions of the Licence Agreement are considered to be fair and reasonable.

Terms: See Appendix "A"

Property Details	Ward:	9 - Davenport
	Assessment Roll No.:	
	Approximate Size:	Irregular
	Approximate Area:	
	Other Information:	N/A

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 Divisions and Agencies:	Delegated to a more senior position.	Delegated to a more senior position.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 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 type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000. <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. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	<input 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 six (6) months, including licences for environmental assessments and/or testing, etc. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000. Delegated to a more senior position.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to a more senior position.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
14. Miscellaneous:	Delegated to a more senior position.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
		<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/Caution <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. 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 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).

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 Deputy City Manager, Internal Corporal Services and any related documents.

Consultation with Councillor(s)															
Councillor:	Councillor Bailao					Councillor:									
Contact Name:	Adrian Martins					Contact Name:									
Contacted by:	Phone	X	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	No objections 06/27/20					Comments:									
Consultation with Divisions and/or Agencies															
Division:	Infrastructure & Development Services					Division:	Financial Planning								
Contact Name:	Saikat Basak					Contact Name:	Filisha Jenkins								
Comments:	Consent 06/29/20					Comments:	Comments included 06/29/20								
Legal Division Contact															
Contact Name:	Emily Eng / Lisa Davies 06/29/20														

DAF Tracking No.: 2020-175	Date	Signature
Concurred with by: Peter Cheng, Manager, Policy & Appraisals	June 29, 2020	Signed by Peter Cheng
<input type="checkbox"/> Recommended by: Acting Manager, Real Estate Services <input checked="" type="checkbox"/> Approved by: Melanie Hale-Carter	June 29, 2020	Signed by Melanie Hale-Carter
<input type="checkbox"/> Approved by: Director, Transaction Services Alison Folosea		X

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.
- (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").

APPENDIX "A"

Major Terms and Conditions

- Licensor: CP Reit Ontario Properties Limited and Loblaws Inc,
- Licensee: City of Toronto (City)
- Term: Commencing on the execution of the Licence and terminating on July 31, 2020.
- Extension Rights: The Licence may be extended by mutual consent of the parties in writing, on the same terms and conditions contained in this Agreement.
- License Fee: Nominal.
- Use of Lands: To use, occupy, and access the Property, together with all vehicles, machinery, equipment, and materials as may be necessary, for the purpose of carrying out certain activities to facilitate the Project, including and limited to:
- (a) unobstructed vehicular and pedestrian access over, along, and upon the Licensed Area;
 - (b) drilling four (4) soil sampling boreholes;
 - (c) laying and storing necessary materials and equipment; and
 - (d) temporary closure of parking spaces 1 to 22, inclusive, as shown on Schedule "B".
- Other Terms & Conditions :
1. During the Term, the City shall have the right to perform the Work between the hours of 9:00 p.m. and 7:00 a.m. Mondays to Fridays, both inclusive, unless the City has obtained prior written approval from the Licensor, in their sole discretion, upon at least 48 hours' notice.
 2. For the purposes of this Agreement, "Business Day" means any day that is not a Saturday, Sunday or public holiday in the Province of Ontario. Public holiday means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving, Remembrance Day, Boxing Day, and Christmas Day. Notwithstanding the License granted in this Agreement, the City agrees that the Authorized Users shall not perform the Work on the Licensed Area on public holidays, commencing one (1) week before the public holiday and expiring at 11:59 p.m. on the public holiday.
 3. The City acknowledges that 222 Lansdowne Avenue, including the Licensed Area, is currently being operated as a food supermarket and shall use best efforts to minimize disruption to the Licensor's business and operations and those of its clients, customers, employees, agents, invitees, tenants, subtenants and licensees.
 4. The City shall restore the Licensed Area to its original condition immediately prior to the Commencement Date, at the City's sole cost and expense and to the Licensor's reasonable satisfaction. In the event that the City has not rectified any deficiencies identified by the Licensor by the end of Term or any renewal thereof, the Licensor shall have the right to restore the Licensed Area itself on the City's behalf and shall be entitled to receive from the City upon completion, the cost of the restoration work plus a management fee equal to ten percent (10%).
 5. The City agrees to comply with the following provisions regarding insurance coverage, and to take out and maintain at its own expense, for the duration of the Agreement, the following minimum insurance with insurance companies rated "A" or better by AM Best:
 - a) Commercial General Liability Insurance with limits for bodily injury, personal injury, property damage, product liability, and advertising liability of limits not less than FIVE MILLION DOLLARS (\$5,000,000) for each occurrence, including products/completed operations coverage, independent contractors liability and blanket contractual liability specifically in support of, but not limited to, the indemnity provisions set forth in this Agreement.
 - (b) Automobile Liability Insurance, including, but not limited to, Third Party Liability coverage for bodily injury and property damage on all automobiles owned and/or operated the City, with a limit of not less than Two Million Dollars (\$2,000,000) per claim.

APPENDIX "B"

Location Map and Licensed Area

