

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

TRACKING NO.: 2023-314

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

Prepared By:	Bruno Iozzo	Division:	Corporate Real Estate Management
Date Prepared:	November 28, 2023	Phone No.:	(416) 392-8151

Purpose	To obtain authority for the City of Toronto (the "City") to enter into a Section 30 Agreement (the "Agreement") with CP REIT Ontario Properties Limited (the "Owner") and Loblaw's Inc. (the "Tenant") to facilitate the transfer of a temporary easement in favour of the City involving a portion of the Owner's lands required for the construction of the Scarlett Road Bridge Project (the "Project").
Property	A portion of the property municipally known as 3671 Dundas Street West and legally described as Part of Lot 5, Concession 2 & 3 on Humber, Township of York as in CA550283, CA488329, CA473199, CA470892; subject to interest in CA488329; CA562250; Toronto (York), City of Toronto, being all of PIN 10527-0437(LT). The lands are displayed as Parts 1, 2 and 3 on Plan 66R-33440 attached hereto as Appendix "C".
Actions	1. Authority be granted for the City to enter into the Agreement with the Owner, substantially on the terms and conditions outlined below, and on such other or amended terms and conditions as may be acceptable to the approving authority herein and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The Agreement contemplates an initial payment to the Owner in the amount of \$14,000 as compensation for an initial temporary easement term of 70 days. Should the City elect to extend the easement term by an additional 70 days, the City shall provide an additional payment to the Owner in the amount of \$14,000 as compensation for the extended term (for a total payment of \$28,000).</p> <p>Funding for the proposed Agreement is available in the 2023-2032 Council Approved Capital Budget and Plan for Transportation Services within account CTP811-43-12.</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>At its meeting held on June 8 and 9, 2021, City Council adopted Item GL23.9 titled, "Scarlett Road Bridge Reconstruction Project - Expropriations - Stage 1", granting authority to the Executive Director, Corporate Real Estate Management, to continue negotiations for the acquisition of the necessary property interests and initiate expropriation proceedings for the property interests in connection with the Scarlett Road Bridge Reconstruction Project. City Council also directed the Executive Director, Corporate Real Estate Management, to serve and publish Notices of Application for Approval to Expropriate the property interests, to forward any requests for hearing to the Chief Inquiry Officer, to attend any hearings to present the City of Toronto's position and to report the Chief Inquiry Officer's recommendation to City Council for consideration.</p> <p>A request for a hearing was received from the Owner on February 2, 2022. Despite receiving the request for a hearing, City staff continued to communicate with the Owner in an effort to avoid the necessity of formal expropriation proceedings to acquire the required property interests. Both parties have agreed to enter into the Agreement that will allow the City to acquire the necessary property interests and avoid the need to submit a subsequent Stage 2 expropriation staff report to City Council for approval.</p>
Terms	Please see Appendix "A"

Property Details	Ward:	4 – Parkdale-High Park
	Assessment Roll No.:	19 14 082 380 008 00
	Approximate Size:	
	Approximate Area:	736.9 m 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>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/REOIs:</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 & Parks & Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensors):</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 checked="" 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>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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 more senior positions.</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>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 more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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/REOIs.</p> <p><input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.</p> <p>Delegated to more senior positions.</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/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:	Gord Perks	Councillor:	
Contact Name:	Mark Strifler	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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 objections	Comments:	

Consultation with Divisions and/or Agencies

Division:	Transportation Services	Division:	Financial Planning
Contact Name:	Liz Trenton	Contact Name:	Ciro Tarantino
Comments:	Updated account code provided	Comments:	No concerns

Legal Services Division Contact

Contact Name:	Gloria Lee
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DAF Tracking No.: 2023-314	Date	Signature
Concurred with by: Manager, Real Estate Services Jennifer Kowalski	Nov. 29, 2023	Signed by Jennifer Kowalski
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	Nov. 29, 2023	Signed by Vinette Prescott-Brown
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea		

Appendix "A" – Major Terms

Owner: CP REIT Ontario Properties Limited

Address: 3671 Dundas Street West

Property Requirements: Temporary Easement

Term: 70 days

Option to Extend: The City shall have the right to extend the Temporary Easement Term for a further period of seventy (70) days, provided that the City shall provide the Owner with no less than seven (7) days' written notice to the Owner, prior to the expiration of the initial Temporary Easement Term. All rights under the Agreement shall expire no later than December 31, 2028.

Commencement Date: On a date to be specified in writing on at least thirty (30) days' prior written notice from the City to the Owner.

Purpose: Altering, restoring and removing hard and soft landscaping and re-grading work in connection with the re-grading work on the adjacent City lands, being part of the Project.

Survey: City shall prepare at its own cost, and provide to the Owner: 1) a pre-condition survey to document the condition of the Easement Lands, which shall be reviewed and agreed to by the Owner in writing prior to the City entering onto the Easement Lands; and 2) a post-condition survey of the Easement Lands within sixty (60) days of completion of the bridge underpass widening project along Scarlett Rd., St. Clair Ave. W. and Dundas St. W.

City Covenants: 1) provide any plans, specifications, drawings and scope of work regarding the Works for review by the Owner prior to commencing the Works, 2) act in a prudent, expeditious and reasonable manner so as to minimize, to the extent reasonably possible, the interference with the Owner's continued use and enjoyment of the Owner's Lands, 3) shall remove all chattels and equipment belonging to the City, and restore the Easement Lands to the condition, as near as is reasonably possible in consideration of the Works, existing immediately prior to the construction of the Works, including the Loblaw signage and any impacted sprinklers or lighting in the Easement Lands, and 4) protect the buildings and structures located on the Owner's lands from any damage during any construction or activities carried out by the City at or near the Owner's Lands

Insurance Requirements: The City shall maintain: 1) Commercial General Liability Insurance with limits for bodily injury, personal injury, property damage and product liability of limits not less than FIVE MILLION DOLLARS (\$5,000,000) for each occurrence, and 2) Automobile Liability Insurance on all automobiles owned and/or operated the City, with a limit of not less than Two Million Dollars (\$2,000,000) per claim

Indemnity: City shall indemnify the Owner against all actions, suits, claims and demands which may be brought against or made upon the Owner and against all loss, costs, damages, charges and expenses which may be incurred, sustained or paid by the Owner by reason of the grant or exercise by the City of the rights herein, including the reasonable costs of the Owner or their solicitors of defending any such actions, suits, claims or demands, save and except to the extent same are caused solely by the negligent act or omission of the Owner or those for whom at law they are responsible

Compensation for Temporary Easement: \$14,000 for the initial term of 70 days. Additional \$14,000 (total of \$28,000) should the City exercise its option to extend the initial Temporary Easement Term by an additional 70 days

Terms of Compensation: The Compensation Payment shall be without prejudice to the Owner's and the Tenant's rights to claim further compensation for the "acquisition" (within the meaning of the Expropriation Act) of the property interest pursuant to Section 30 of the Act and as if the property interests had been expropriated by the City.

Appendix "B" – Location Map



Appendix "C" – Plan 66R-33440

