



**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER
DIRECTOR OF REAL ESTATE SERVICES**

TRACKING NO.: 2017-045

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010 (Confirmatory By-law No. 532-2010, enacted on May 12, 2010), as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013 (Confirmatory By-Law No. 1234-2013, enacted on October 11, 2013), as amended by DAF 2013-307 and DAF 2014-087; and further amended by EX44.22 entitled "Strategic Property Acquisitions" adopted by City Council on August 25, 26, 27 and 28, 2014 (Confirmatory By-law No. 1074-2014, enacted on August 28, 2014), and further amended by GM16.16 entitled "Transit Shelter Property Acquisitions" adopted by City Council on December 13, 14 and 15, 2016 (Confirmatory By-Law No. 1290-2016, enacted on December 15, 2016).

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.

Prepared By:	Joe Corigliano	Division:	Real Estate Services
Date Prepared:	March 15, 2017	Phone No.:	416 392-1167
Purpose	To obtain authority to acquire vacant lands fronting on the South - Westerly side of Mill Road in the Township of Southwold, Ontario, for use as buffer land for the Green Lane Landfill, with a lease to be entered into with the existing owner as tenant on closing, for farming purposes.		
Property	Vacant lands fronting on the South - Westerly side of Mill Road in the Township of Southwold, County of Elgin, Ontario, legally described as Part of Lot 1, Concession 2 Southwold, and Part of lots 13, 18 and 19, Plan 178 Southwold, as more particularly described in Instrument No. E433856 (the "Property"), the location of which is shown on Appendix A.		
Actions	<ol style="list-style-type: none"> 1. The Offer to Sell from Bradley Robert Fife (the "Vendor") to sell the Property, in the amount of \$831,000.00, be accepted substantially on the terms outlined herein. 2. A Lease Agreement be entered into with Bradley Robert Fife (the "Tenant") for the Property for a term commencing on the closing date of the sale transaction and ending on December 31st 2022, substantially on the terms outlined herein and such other or amended terms as may be acceptable to the Chief Corporate Officer and in a form acceptable to the City Solicitor. 3. The City Solicitor, be authorized to complete these transactions on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, amending and waiving terms and conditions, on such terms as the City Solicitor considers reasonable. 4. The appropriate City officials be authorized and directed to take necessary action to give effect thereto. 		
Financial Impact	<p>The purchase price of the Property is \$831,000.00 (plus HST) or \$843,724.80 (net of HST recovery).</p> <p>Land transfer tax (\$13,095.00) and registration costs (approx. \$200.00) will also be payable by the City on closing. Funds to cover the above acquisition costs are available in the 2017 Council Approved Capital Budget for Solid Waste Management under capital account CSW007-12-06.</p> <p>The Lease Agreement will generate rental income of \$14,000.00 per annum for the period of five (5) years, commencing on January 1st, 2018 and ending on December 31st, 2022.</p> <p>The Lease Agreement will also generate leasing revenues to the City over the period commencing on the closing date of the purchase and sale transaction and ending on December 31, 2017 calendar year in the amount of \$26.85 per day.</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>		
Comments	As part of the purchase of the Green Lane Landfill Site, approved by Council in September 2006, the City acquired the existing Certificate of Approval issued by the Ontario Ministry of Environment. The Certificate of Approval requires the City to implement a Property Value Protection Plan ("PVPP") to assure eligible property owners around the Landfill that no financial losses will result from any decrease in the value of their properties due to the operation and expansion of the Landfill. (continued on page 4)		
Terms	[See page 4]		
Property Details	Ward:		
	Assessment Roll No.:		
	Approximate Size:		
	Approximate Area:	88.06 ± Acers	
	Other Information:	Irregular in Shape	

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 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 ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 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):	N/A	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million. Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<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/Cautions; <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.	<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/Cautions; <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. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.

2. Expropriation Applications and Notices following Council approval of expropriation.

3. Documents required to implement the delegated approval exercised by him or her.

Chief Corporate Officer also has approval authority for:

Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value.

Consultation with Councillor(s)

Councillor:	(Out of City of Toronto Boundaries)	Councillor:	
Contact Name:		Contact Name:	
Contacted by:	Phone E-Mail Memo Other	Contacted by:	Phone E-mail Memo Other
Comments:		Comments:	
Consultation with ABCDs			
Division:	Solid Waste Management	Division:	Financial Planning
Contact Name:	Derek Angove, Director of Processing & Resource Management	Contact Name:	Filisha Mohammed
Comments:	Concurs	Comments:	Concurs
Legal Division Contact			
Contact Name:	Mark Zwegers		
DAF Tracking No.: 2017-045		Date	Signature
Recommended by:	Manager	March 15 th 2017	[Signature]
<input type="checkbox"/> Recommended	Director of Real Estate Services	Mar. 21/17	X [Signature]
<input type="checkbox"/> Approved by:	Joe Casali		
<input type="checkbox"/> Approved by:	Chief Corporate Officer		X
<input type="checkbox"/> Approved by:	Josie Scioli		

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.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the 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 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, 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.
- (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, 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) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) 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.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.
- (cc) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years.

Comments (continued):

The PVPP extends to properties within one kilometer of the Landfill if there is no residence on the property and within two kilometers of the Landfill if there is an occupied residence on the property. Under the PPVP, if an eligible property owner receives an arm's length offer to purchase his or her property for a price that is less than the market value of the property if it were located remote from the influence of the Landfill Site, as determined by an independent appraisal, the City must elect either to purchase the eligible property owner's property at the market value of the property, as determined by the independent appraisal, or to pay the eligible property owner the difference in value between what he or she is able to sell his or her property for and the market value of the property, as determined by the independent appraisal. It is in the best interests of the City to purchase, as they become available, many of the lands in the 2 km radius around the landfill area for use as a buffer between the Landfill and surrounding private properties. At its meeting held on May 26 and 27, 2008, Council re-allocated funds to Solid Waste Management's Green Lane Buffer Land Acquisition Account.

The Property is an eligible property under the PVPP.

Terms of Offer to Sell the Property from Vendor (Hummel Farms Inc.):

Sale Price:	\$831,000.00, plus applicable HST
Deposit:	\$10,000.00 within 15 business days of acceptance by the City
Irrevocable Date:	45 days following execution of Offer by Vendor
Due Diligence Period:	90 days following acceptance by the City
Due Diligence Condition:	City to be satisfied, in its sole and absolute discretion, that the Property is suitable for the City's purposes
Closing Date:	45 days following the end of the Due Diligence Period.
Lease Agreement:	City agrees to enter into a lease with the Tenant on closing, for a term commencing on the closing date of the purchase and sale transaction and ending on December 31, 2022.

Staff considers the terms of the Offer to Sell to be fair, reasonable and reflective of market value.

Terms of Proposed Lease Agreement for the Property with Tenant (Bradley Robert Fife):

Basic Rent:	<p>Closing date of purchase and sale transaction –December 31st 2017: \$9,800.00 per annum, based on a rate of \$140 per acre of tillable farm land, pro-rated in respect of the period from the closing date of the purchase and sale transaction to and including December 31, 2017 and payable on November 30, 2017 in a single instalment.</p> <p>January 1st 2018 –December 31st 2022: \$14,000.00 per annum, based on a rate of \$200 per acre of tillable farm land, payable in two instalments per year, the first instalment in the amount of 25% of the annual Basic Rent to be paid on April 1 of each year, and the second instalment in the amount of 75% of the annual Basic Rent to be paid on November 30th of each year.</p>
Term:	Five (5) years and Five (5) months and Eighteen (18) days commencing on July 14 th , 2017 and ending on December 31 st , 2022
Use:	Agricultural purposes, using generally accepted good farming practices
Realty Taxes:	City responsible for realty taxes unless Tenant fails to sign City's application for property tax reduction under Farm Property Class Tax Rate Program upon request, in which case Tenant responsible for difference in realty taxes resulting from ineligibility of Property for such property tax reduction
Additional Rent:	Tenant responsible for all maintenance and repairs of Property
Early Termination:	City can terminate the Lease Agreement at any time at the end of any growing season on not less than 90 days' notice
Insurance:	Tenant to maintain full replacement cost all-risks property insurance; farm general liability insurance in the amount of at least \$2,000,000.00 per occurrence; and limited pollution liability insurance in the amount of at least \$1,000,000.00 per occurrence

Appendix A - Location map



