

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

TRACKING NO.: 2018-021

Approved pursuant to the Delegated Authority contained in Executive Committee Item EX27.12, as adopted by City Council on October 2, 3 and 4, 2017 or, where applicable, in Executive Committee Item EX28.8, as adopted by City Council on November 7, 8 and 9, 2017.

Prepared By:	Alma Agoviku	Division:	Real Estate Services
Date Prepared:	January 12 th , 2018	Phone No.:	416-392-7214

Purpose	To obtain authority to acquire the property municipally known as 11570 Mill Road in the Township of Southwold, Ontario, for use as buffer land for the Green Lane Landfill, with (the " Lease ") to be entered into for the residential portion of the property with the existing owner as tenant on closing, for residential purposes.														
Property	The municipal address of the subject property is 11570 Mill Road fronting on the West side of Mill Road in the Township of Southwold, County of Elgin, Ontario legally described as Part of the North ½ of Lot 18, Concession 3 Southwold, designated as PART 14 on Plan 11R-971; Southwold (the " Property "). The location of which is depicted in Appendix "A".														
Actions	<p>It is recommended that:</p> <ol style="list-style-type: none"> 1. Authority is granted for the City to enter into an agreement with William John Moyse and Kathryn Ann Moyse (the "Owners") for the acquisition of the Property in the amount of \$695,000.00 to be accepted on the terms and conditions outlined herein, and any other or amended terms and conditions deemed appropriate by the Deputy City Manager, Internal Corporate Services, and in a form acceptable to the City Solicitor. 2. A Lease be entered into with William John Moyse and Kathryn Ann Moyse (collectively the "Tenant") for the Property on a month-to-month basis commencing on the closing date of the sale transaction, substantially on the terms outlined herein and such other or amended terms as may be acceptable to the Director of Real Estate Services and in form acceptable to the City Solicitor. 3. The City Solicitor be authorized to complete the transaction on behalf of the City, including paying any necessary expenses, amending the closing, due diligence and other dates, and amending and waiving terms and conditions, on such terms as she considers reasonable. 4. The appropriate City Officials are authorized and directed to take the necessary action to give effect thereto. 														
Financial Impact	<p>The total cost to the City is \$722,064.13 net of HST recoveries as shown below:</p> <table border="0"> <tr> <td>Purchase price</td> <td align="right">\$695,000.00</td> </tr> <tr> <td>Land transfer tax</td> <td align="right">\$10,375.60</td> </tr> <tr> <td>Registration cost</td> <td align="right">\$200.00</td> </tr> <tr> <td>Legal expenses (max.)</td> <td align="right">\$4,000.00</td> </tr> <tr> <td>Total</td> <td align="right">\$709,575.60</td> </tr> <tr> <td>Total with HST</td> <td align="right">\$801,820.43</td> </tr> <tr> <td>Total net of HST recoveries</td> <td align="right"><u>\$722,064.13</u></td> </tr> </table> <p>The total cost to the City is as follows:</p> <p>Funding is available in the 2017 – 2026 Council Approved Capital Budget and Plan for Solid Waste Management Services under capital account CSW007-12-06.</p> <p>The month-to-month Lease will generate rental income of 1,375.00 per month commencing on or before 5:00 p.m. on the business day next following forty-five (45) days after the delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition (as those terms are defined in Section 5 of Schedule "A").</p> <p>The Acting Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>	Purchase price	\$695,000.00	Land transfer tax	\$10,375.60	Registration cost	\$200.00	Legal expenses (max.)	\$4,000.00	Total	\$709,575.60	Total with HST	\$801,820.43	Total net of HST recoveries	<u>\$722,064.13</u>
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Comments	See Comments outlined on page 4.														
Terms	See Terms and Conditions on Page 4.														

Property Details	Ward:	N/A
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	30.51 acres ±
	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 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 checked="" 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>

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:	(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 Divisions and/or Agencies										
Division:	Solid Waste Management					Division:	Financial Planning			
Contact Name:	Derek Angove, Director of Processing & Resource Management					Contact Name:	Patricia Libardo			
Comments:	Concur					Comments:	Concur			
Legal Division Contact										
Contact Name:	Jacqueline Kiggundu									

DAF Tracking No.: 2018-021	Date	Signature
Recommended by:		
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Tim Park	Jan 12 th , 2018	Signed By: Tim Park
<input type="checkbox"/> Approved by: Director, Real Estate Services David Jollimore	Jan 12 th , 2018	Signed By: David Jollimore

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.

Comments

As part of the purchase of the Green Lane Landfill Site (the "**Landfill**"), 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.

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 residency 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 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:

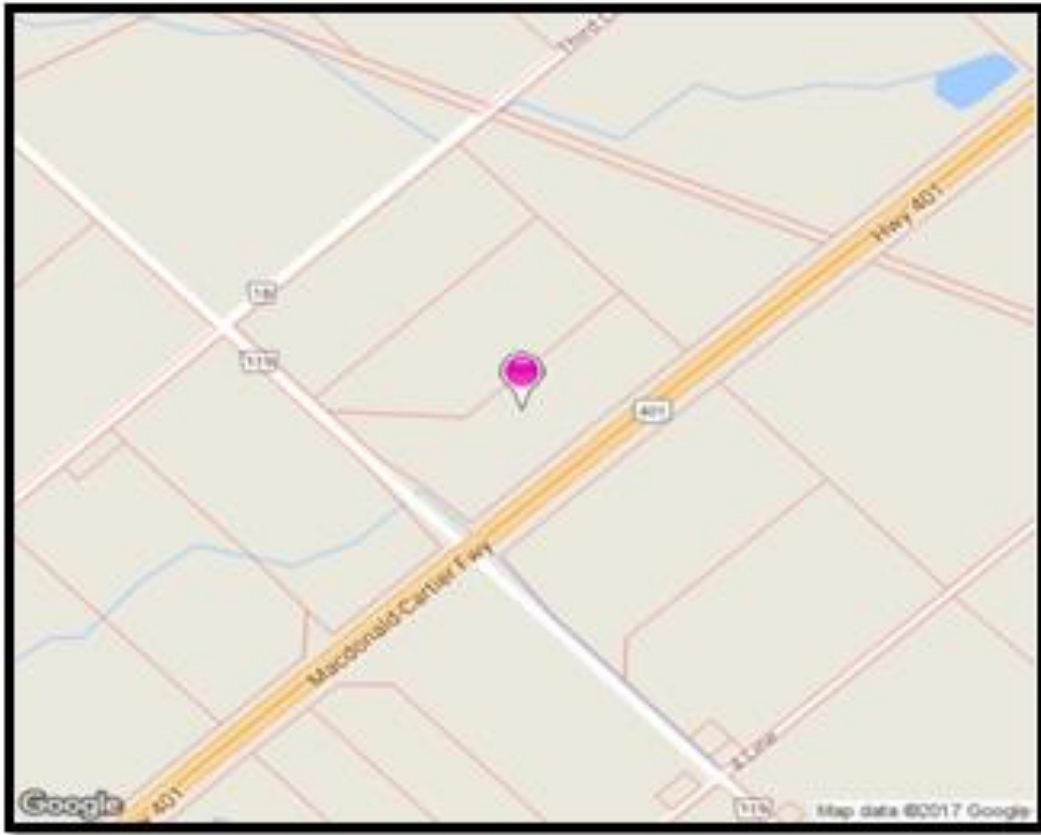
Sale Price:	\$695,000, plus HST, as applicable
Deposit:	\$10,000.00 within 15 business days of acceptance by the City
Irrevocable Date:	45 business days following receipt of Offer by City
Due Diligence Period:	90 days following acceptance by the City
Due Diligence Condition:	City to be satisfied, in its sole and absolute discretion, that the Property is suitable for the City's purposes
Closing Date:	On or before 5:00 p.m. on the business day next following forty-five (45) days after the Due Diligence Period.
Lease Agreement:	City agrees to enter into a month to month lease with the Tenant for the residential part of the property only on closing, for a term commencing on the closing date of the purchase and sale transaction.

Staff considers this Offer to Sell to the City to be fair and reasonable and, therefore, recommends the approval of this transaction.

Terms of Proposed Lease Agreement for the Residential Portion of the Property with Tenant:

Basic Rent:	\$1,375.00 per month for the one story house having 3 bedrooms and being roughly 2,000 square feet commencing the closing date of the purchase and sale transaction on a per month basis.
Term:	The term of the lease shall be a period of one month commencing on the closing date and continuing month to month thereafter until terminated on the last day of a calendar month, by the Tenant on at least sixty (60) days prior written notice to the Landlord.
Use:	The tenant shall use the property only as a private dwelling house.
Maintenance:	Tenant shall be responsible for all maintenance and repairs of Property
Insurance:	Tenant to maintain third party bodily injury and property damage liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Appendix "A" Location Map



Detailed View from above

