

**DELEGATED APPROVAL FORM**  
**CITY MANAGER**  
**DEPUTY CITY MANAGER, INTERNAL CORPORATE SERVICES**

TRACKING NO.: 2018-175

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:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	May 3, 2018	Phone No.:	416-392-7169

<b>Purpose</b>	To obtain authority for the City to accept the Offer to Sell from Consolata Missionaries Canada (the "Owner") and acquire the properties municipally known as 2669-2671 Islington Avenue and 5 Wardlaw Crescent, 7 Wardlaw Crescent and 9 Wardlaw Crescent, Toronto, for the purpose of creating a new emergency shelter location for families.
<b>Property</b>	The properties municipally known as 2669-2671 Islington Avenue and 5 Wardlaw Crescent, 7 Wardlaw Crescent and 9 Wardlaw Crescent, Toronto, Ontario, and legally described as PIN 07321-0172(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB114517, Etobicoke, City of Toronto; PIN 07321-0171(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB126981, Etobicoke, City of Toronto; PIN 07321-0173(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB645071, Etobicoke, City of Toronto; PIN 07321-0174(LT), being Part of Lot 34, Concession B, Fronting the Humber as in EB542742, Etobicoke, City of Toronto; and PIN 07321-0175(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB872502, Etobicoke, City of Toronto, (the "Properties"). The Properties are shown as Part 1 on PS Sketch 2018-016, attached as Appendix "B" and are shown on the location map attached as Appendix "C".
<b>Actions</b>	<ol style="list-style-type: none"> <li>The City accept the Offer to Sell and acquire the Properties from the Owner, substantially on the terms and conditions outlined herein, and on any such other or amended terms and conditions as deemed appropriate by the City Manager and in a form acceptable to the City Solicitor.</li> <li>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 he or she considers reasonable.</li> <li>The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.</li> </ol>
<b>Financial Impact</b>	<p>The following costs will be incurred by the City in connection with the Offer to Sell:</p> <ol style="list-style-type: none"> <li>Purchase Price - \$5,800,000.00</li> <li>Land Transfer Tax (Provincial) - \$108,475.00</li> <li>HST non-refundable (1.76%) – \$102,080.00</li> <li>Environmental Site Assessments - \$25,000.00 (approximately)</li> <li>Designated Substance Survey - \$5,000 (approximately)</li> <li>Building Condition Assessment - \$30,000 (approximately)</li> <li>Registrations Costs - \$500.00 (approximately)</li> </ol> <p>Funding for these costs totaling approximately \$6,071,055.00 is available in the 2018 – 2027 Council Approved Capital Budget and Plan for Shelter, Support and Housing Administration ("SSHA") under capital account CHS040-03.</p> <p>The Interim Chief Financial Officer has reviewed this DAF and agrees with the financial impact information.</p>
<b>Comments</b>	<p>SSHA wishes to acquire the Properties for a new shelter in accordance with Recommendation 163 of Item EX31.2, <i>2018 Capital and Operating Budgets</i>, adopted by City Council at its meeting of February 12, 2018, wherein City Council directed staff to create 1,000 new permanent shelter beds.</p> <p>The Properties are comprised of a main building, formerly a place of worship, and two vacant residential properties, and based on preliminary designs, should be able to accommodate approximately 23-30 family units comprising of 4 beds. . The main building will be used to operate the main shelter facility and the two houses located on the site will be utilized as a family referral center. SSHA have circulated the required internal justification memo for the opening of a new site, which has been approved by Deputy City Manager, Cluster A, in accordance with the process set out in in CD24.7, <i>2018 Shelter Infrastructure Plan and Progress Report</i>, adopted by Council at its meeting of December 5, 6, 7 and 8, 2017.</p>
<b>Terms</b>	Refer to Appendix "A"

<b>Property Details</b>	<b>Ward:</b>	1 – Etobicoke North
	<b>Assessment Roll No.:</b>	1919 041 410 01400, 1919 041 410 01600, 1919 041 410 01700
	<b>Approximate Size:</b>	4,261.5 m <sup>2</sup> ± (45,870.40 ft <sup>2</sup> ±)
	<b>Approximate Area:</b>	
	<b>Other Information:</b>	

A.	Deputy City Manager, Internal Corporate Services has approval authority for:	City Manager has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input checked="" type="checkbox"/> Where total compensation does not exceed \$10 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
3. Issuance of RFPs/REOIs:	<input type="checkbox"/> Issuance of RFPs/REOIs.	<b>Delegated to a less senior position.</b>
4. Permanent Highway Closures:	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.	<b>Delegated to a less senior position.</b>
5. Transfer of Operational Management to Divisions and Agencies:	<input type="checkbox"/> Transfer of Operational Management to Divisions and Agencies.	<b>Delegated to a less senior position.</b>
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.	<b>Delegated to a less senior position.</b>
9. Leases/Licences (City as Landlord/Licenser):	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.
	<input type="checkbox"/> (b) Where compensation is less than market value, for periods not exceeding twelve (12) months, including licences for environmental assessments and/or testing, etc.	<b>Delegated to a less senior position.</b>
	<input type="checkbox"/> (c) Where compensation is less than market value, provided tenant and lease satisfy Community Space Tenancy Policy criteria set out in Item EX28.8, as adopted by Council on November 7, 8 and 9, 2017.	<b>Delegated to a less senior position.</b>
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$5 Million.	<input type="checkbox"/> Where total compensation does not exceed \$10 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences	<b>Delegated to a less senior position.</b>
	<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>B. City Manager and Deputy Manager, Internal Corporate Services each has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>• Documents required to implement matters for which he or she also has delegated approval authority.</li> </ul>
<b>Deputy City Manager, Internal Corporate Services also has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>• Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> </ul>
<ul style="list-style-type: none"> <li>• Expropriation Applications and Notices following Council approval of expropriation.</li> </ul>

Consultation with Councillor(s)															
Councillor:	Councillor Vincent Crisanti				Councillor:										
Contact Name:	Alex Barbieri				Contact Name:										
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Emailed April 30, 2018				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Shelter, Support and Housing Administration				Division:	Financial Planning									
Contact Name:	Irene Gryniewski				Contact Name:	Patricia Libardo									
Comments:	concurs				Comments:	concurs									
Legal Division Contact															
Contact Name:	Shirley Chow and Jacqueline Kiggundu														

DAF Tracking No.: 2018-175	Date	Signature
Recommended by: Manager, Real Estate Services – T. Park	May 3, 2018	Signed by Tim Park
Recommended by: Director, Real Estate Services – D. Jollimore	May 3, 2018	Signed by David Jollimore
<input checked="" type="checkbox"/> Recommended by: Deputy City Manager, Internal Corporate Services	May 8, 2018	Signed by Josie Scioli
<input type="checkbox"/> Approved by: Josie Scioli		
<input checked="" type="checkbox"/> Approved by: Acting City Manager, Guiliana Carbone	May 10, 2018	Signed by Guiliana Carbone

#### 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 50M<sup>2</sup> 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.

## Appendix "A"

### Terms and Conditions

Owner:	Consolata Missionaries Canada	
Purchase Price:	\$5,800,000.00, apportioned as follows:	
	2669-2671 Islington Avenue and 5 Wardlaw Crescent -	\$3,700,000.00
	7 Wardlaw Crescent (Residential) -	\$ 950,000.00
	9 Wardlaw Crescent (Residential) -	\$ 950,000.00
	Chattels included -	\$ 200,000.00
Deposit:	\$200,000.00, payable after the City's execution of the Offer to Sell, and to be credited toward the Purchase Price on Closing.	
Properties:	<p>2669-2671 Islington Avenue and 5 Wardlaw Crescent, 7 Wardlaw Crescent and 9 Wardlaw Crescent, Toronto, being legally described as            PIN 07321-0172(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB114517, Etobicoke, City of Toronto;            PIN 07321-0171(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB126981, Etobicoke, City of Toronto;            PIN 07321-0173(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB645071, Etobicoke, City of Toronto;            PIN 07321-0174(LT), being Part of Lot 34, Concession B, Fronting the Humber as in EB542742, Etobicoke, City of Toronto; and            PIN 07321-0175(LT), being Part of Lot 34, Concession B, Fronting the Humber as in TB872502, Etobicoke, City of Toronto.</p>	
Irrevocable Period:	The period of time ending at 11:59 p.m. on May 17, 2018.	
Due Diligence Condition:	The period of time ending at 11:59 p.m. on the business day next following 60 days after the Acceptance Date (the date upon which the Offer to Sell is executed by the City). The transaction is conditional until the end of the Due Diligence period on the City being satisfied that the Properties are suitable for its purposes.	
Vendor's Approval Period:	The period of time ending at 11:59 p.m. on the business day next following sixty (60) days after the Acceptance Date. The transaction is conditional during the Vendor's Approval Period for the Vendor to obtain Vatican approval for this transaction.	
Closing Date:	The business day next following sixty (60) days after delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition.	
Rental Contracts:	The City agrees to assume on Closing two (2) rental contracts with Enercare Home Services for hot water tanks located at 7 Wardlaw Crescent and 9 Wardlaw Crescent.	
Vacant Possession:	The Owner shall deliver, on Closing, vacant possession of the Properties.	
Warranties and Indemnities:	The Owner represents and warrants that all warranties provided for in the agreement are correct and true as to the best of their knowledge and will indemnify and save harmless the City from and against any claims incurred by the City resulting from any breach of the warranties.	

## Appendix "A" cont'd

### Terms and Conditions cont'd

Debris Removal Obligation: The Owner agrees to remove all debris and rubbish from the Properties prior to the Closing Date and leave the Properties in a neat and tidy condition on Closing.

Notwithstanding the above, the City acknowledges and agrees that the Vendor may leave chattels in or on the Properties which are not included in the chattels forming part of the Offer to Sell, and the Owner will have no obligation to remove these additional chattels.

It is also agreed that after the Closing Date, at the City's expense, the City will take down the exterior cross at 2669-2671 Islington Avenue, all religious articles on the walls in the chapel and the stained glass windows in the chapel, and dispose of same if the Owner does not choose to take these items within one (1) weeks' notice.

Chattels: The City and Vendor agree that the chattels included in the Purchase Price are as set out as follows:

2669-2671 Islington Avenue and 5 Wardlaw Crescent:

Commercial Kitchen with all equipment  
 Banquet hall tables and chairs  
 1 Commercial Espresso machine  
 Walk-in Fridge  
 Washer and Dryer  
 2 Freezers and 1 Fridge in basement  
 Coffee Machine  
 1 merchandising Refrigerator  
 1 Fridge on the 2<sup>nd</sup> floor

7 Wardlaw Crescent:

Fridge  
 Microwave  
 Dishwasher  
 Stove  
 Washer and Dryer

9 Wardlaw Crescent:

1 Washer  
 1 Dryer

Appendix "B"

PS Sketch 2018-016



PROPERTY INFORMATION SHEET

SKETCH SHOWING  
NOS. 2669 AND 2671 ISLINGTON AVENUE  
NOS. 5, 7 AND 9 WARDLAW CRESCENT

NOTE:  
THIS SKETCH HAS BEEN  
DOWNSIZED FROM OFFICE  
RECORD MEASUREMENTS  
AND IS APPROXIMATE.

CHECK BY JOHN HOUSE  
PREPARED BY DWAYNE [RT]

WARD 1 - STONEMORE NORTH  
DATE: FEBRUARY 20, 2018

SKETCH No. PS-2018-016

### Appendix "C"

### Location Map

