

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

TRACKING NO.: 2019-097

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:	Loretta Ramadhin	Division:	Real Estate Services
Date Prepared:	March 28, 2019	Phone No.:	416-392-7169

Purpose	To obtain authority for the City to accept the Offer to Sell (the "Offer") from Homes First Society (the "Owner") to acquire the property municipally known as 4117 Lawrence Avenue East, Toronto, for the purpose of creating a new emergency shelter location.
Property	The property municipally known as 4117 Lawrence Avenue East, Toronto, legally described as Parcel 12-130, Section S4; Part of Lot 12, Concession D; being Part 1, Plan 66R-10068, Scarborough; City of Toronto, Being all of PIN 06381-0031(LT), (the "Property") as shown on the Survey in Appendix "B" and Location Map in Appendix "C".
Actions	<ol style="list-style-type: none"> The City accept the Offer and acquire the Property 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 Deputy City Manager, Corporate Services ("DCM") and in a form acceptable to the City Solicitor. 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. The appropriate City officials be authorized and directed to take the necessary action to give effect thereto.
Financial Impact	<p>The following costs will be incurred by the City in connection with the Agreement:</p> <ol style="list-style-type: none"> Purchase Price - \$2,900,000.00 Land Transfer Tax (Provincial) - \$54,475.00 HST non-refundable (1.76%) – \$51,040.00 Environmental Site Assessments - \$35,000.00 (approximately) Designated Substance Survey - \$5,000 (approximately) Building Condition Assessment - \$25,000 (approximately) Registration Costs - \$500.00 (approximately) <p>Funding for these costs totaling approximately \$3,071,015.00 is available in the 2019 – 2028 Capital Budget and Plan for Shelter, Support and Housing Administration (SSHA) under capital account CHS044-06.</p> <p>The Chief Financial Officer & Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>SSHA wishes to acquire the Property 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 make reasonable efforts to create 1,000 new permanent shelter beds.</p> <p>The Property is comprised of a 2-storey office building, with an approximate 17,000 sq ft of gross floor area, 14,824 sq ft above grade. Homes First Society initially purchased the building May 2018. At that time, SSHA had 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. Homes First Society subsequently determined that they did not have sufficient funding for the conversion of the Property into a new shelter and SSHA recommended that, in order to ensure the creation of the additional 90beds that this property could provide, the City acquire the Property.</p>
Terms	Refer to Appendix "A"

Property Details	Ward:	24 – Scarborough - Guildwood
	Assessment Roll No.:	19 01 091 070 030 00
	Approximate Size:	1579 m ² +/- (17,000 ft ² +/-)
	Approximate Area:	0.91 acres ± (39,595 ft ² ±)
	Other Information:	

A.	Deputy City Manager, Corporate Services has approval authority for:	City Manager 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:</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 checked="" type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 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><input type="checkbox"/> Transfer of Operational Management to Divisions and Agencies.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$5 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 \$5 Million.</p> <p><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.</p> <p><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.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$5 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$5 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 \$5 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/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>	<p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$10 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p>Delegated to a less senior position.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$10 Million.</p> <p><input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (u)).</p> <p>Delegated to a less senior position.</p>

B. City Manager and Deputy Manager, Corporate 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.

Deputy City Manager, Corporate 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.
- Expropriation Applications and Notices following Council approval of expropriation.

Consultation with Councillor(s)															
Councillor:	C. Ainslie				Councillor:										
Contact Name:	Antonette DiNovo				Contact Name:										
Contacted by:	Phone	<input checked="" type="checkbox"/>	E-Mail		Memo		Other	Contacted by:	Phone		E-mail		Memo		Other
Comments:	Emailed March 30, 2019, no objections				Comments:										
Consultation with Divisions and/or Agencies															
Division:	Shelter, Support and Housing Administration				Division:	Financial Planning									
Contact Name:	Irene Gryniewski				Contact Name:	Lauren Birch									
Comments:	No objections March 29, 2019				Comments:	No objections April 2, 2019									
Legal Division Contact															
Contact Name:	Jack Payne														

DAF Tracking No.: 2019-097	Date	Signature
Recommended by: Manager, Real Estate Services D. Somas	April 5, 2019	Signed by Daran Somas
Recommended by: Director, Real Estate Services N. Simos	April 5, 2019	Signed by Nick Simos
<input checked="" type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services	April 15, 2019	Signed by Josie Scioli
<input checked="" type="checkbox"/> Approved by: Josie Scioli		
<input type="checkbox"/> Approved by: City Manager Chris Murray		

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, 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").

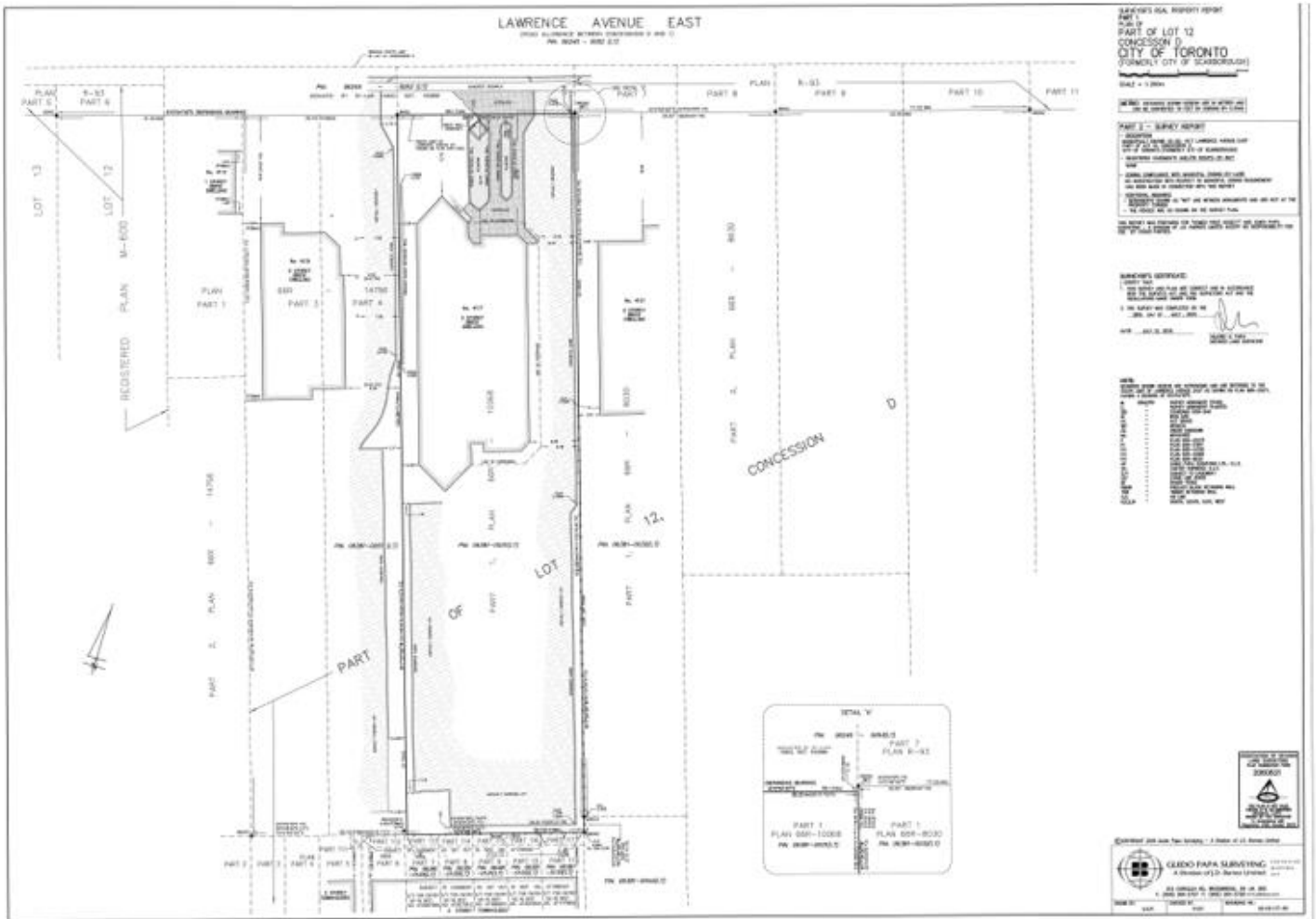
Appendix "A"

Terms and Conditions

Owner:	Homes First Society
Purchase Price:	\$2,900,000.00
Deposit:	\$10.00
Property:	Parcel 12-130, Section S4; Part of Lot 12, Concession D; being Part 1, Plan 66R-10068, Scarborough; City of Toronto, Being all of PIN 06381-0031(LT)
Irrevocable Period:	The Irrevocable Period shall be the period of time ending at 11:59 p.m. on the Business Day next following thirty (30) days after the Vendor's execution of this Offer.
Due Diligence Condition:	The transaction is conditional until the end of the Due Diligence Period on the City being satisfied, in its sole discretion, that the Property is suitable for its purposes. The Due Diligence Period shall be the period of time ending at 11:59 p.m. on the Business Day next following ninety (90) days after the date upon which the Offer is executed by the City.
Closing Date:	The Closing Date shall be the Business Day next following thirty (30) days after delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition.
Vacant Possession:	The Owner shall deliver, on Closing, vacant possession of the Property. The Vendor shall leave the Property in a neat, tidy and wholesome condition.
Chattels and Fixtures:	The City and the Owner agree that there are no chattels included in the Purchase Price and there are no fixtures forming part of the Property which are excluded from the Purchase Price.
Entry by City:	Following the City's execution of the Agreement, the City has the right to enter on the Property for due diligence purposes, at the sole risk of the City. The City shall restore the Property as near as reasonably possible to its state prior to these activities.
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 its belief after reasonable investigation and will indemnify and save harmless the City from and against any claims incurred by the City resulting from any breach of the warranties.
Adjustments:	On Closing, the Purchase Price shall be adjusted for taxes, local improvements, water and assessment rates, cost of fuel and other items normally adjusted between a vendor and purchaser of similar properties. The Closing Date shall be apportioned to the City.

Appendix "B"

Survey



Appendix "C"

Location Map

