

## DELEGATED APPROVAL FORM

### CITY MANAGER

TRACKING NO.: 2021-109

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property			
<b>Prepared By:</b>	Avery Carr	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	March 22, 2021	<b>Phone No.:</b>	647-458-1934
<b>Purpose</b>	To obtain authority for the City of Toronto (the "City"), to accept the Offer to Sell from 2199624 Ontario Inc. (the "Vendor") and enter into an agreement of purchase and sale (the "Agreement") to acquire the Property, as defined below, for the purpose of creating a new municipal park.		
<b>Property</b>	The property municipally known as 468 Queen Street West and legally described as PT LT 4 N/S QUEEN ST PL 65 TORONTO, PT 3 64R1444 TORONTO; CITY OF TORONTO, being all the lands and premises identified in PIN 2138-0043 (LT) as shown in red on the location map attached hereto as Appendix "B" (the "Property").		
<b>Actions</b>	1. Authority be granted to accept the Offer to Sell and enter into the Agreement with the Vendor to acquire fee simple ownership of the Property, substantially on the terms and conditions set out in Appendix "A", and including such other terms and conditions as may be deemed appropriate by the City Manager and in a form acceptable to the City Solicitor.		
<b>Financial Impact</b>	<p>The City is purchasing the Property for \$9,500,000 plus HST (\$9,667,200 exclusive of HST recoveries).</p> <p>Additional costs associated with the purchase of the Property include the following estimates:</p> <p>Designated Substance Survey - \$2,340            Phase 1 and 2 ESA - \$29,505            BCA (including AODA and Climate Change Assessment) - \$18,000            Remediation - \$400,000</p> <p>Total acquisition costs to the City are approximately \$9,949,845.</p> <p>Funding for is available in the 2021 - 2030 Council Approved Capital Budget and Plan for Parks, Forestry &amp; Recreation under capital project CPR115-50-02.</p> <p>Funding to demolish the building and develop the park is also included in the 2021 - 2030 Council Approved Capital Budget and Plan for Parks, Forestry &amp; Recreation.</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>		
<b>Comments</b>	<p>The acquisition of the Property is part of a City led land assembly for the creation of a new public park that includes an off-site parkland dedication at 466 Queen St W and a portion of the municipal parking lot at 15 Denison Ave, located immediately north of the Property. In an effort to create a larger, contiguous park, Parks, Forestry &amp; Recreation has initiated the process to acquire the Property. The purchase of the Property will create a larger park with greater usability, visibility and access in a parkland deficient area with high population growth.</p> <p>Parks, Forestry &amp; Recreation will eventually demolish the two-storey approximately 7,741 ft<sup>2</sup> commercial building located on the Property. Park development construction is planned for 2025 at the earliest. Parks, Forestry &amp; Recreation will work with CreateTO and CREM to investigate options for an interim community or cultural use for the building to offset the holding costs. If an interim use cannot be confirmed, PF&amp;R will be responsible for all holding costs.</p>		
<b>Terms</b>	Corporate Real Estate Management staff consider the major terms and conditions of the Agreement set out in Appendix "A" to be fair and reasonable.		
<b>Property Details</b>	<b>Ward:</b>	10 – Spadina-Fort York	
	<b>Assessment Roll No.:</b>	190406528001600	
	<b>Approximate Size:</b>	12 m x 30 m ± (40 ft x 100 ft ±)	
	<b>Approximate Area:</b>	369 m <sup>2</sup> ± (3,972 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

A.	City Manager has approval authority for:
1. Acquisitions:	<input checked="" type="checkbox"/> Where total compensation does not exceed \$10 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$10 Million.
3. Issuance of RFPs/REOs:	<b>Request/waive hearings of necessity delegated to less senior positions.</b>
4. Permanent Highway Closures:	<b>Delegated to less senior positions.</b>
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	<b>Delegated to less senior positions.</b>
6. Limiting Distance Agreements:	<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 \$10 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	<b>Delegated to less senior positions.</b>
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$10 Million. <b>Leases/licences for periods up to 12 months at less than market value delegated to less senior positions.</b> <b>Leases pursuant to the Community Space Tenancy Policy 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 \$10 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$10 Million. <b>Nominal sum easements to pre-existing utilities when closing roads delegated to less senior positions.</b>
12. Easements (City as Grantee):	<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)).
14. Miscellaneous:	<b>Delegated to less senior positions.</b>

**B. City Manager has signing authority on behalf of the City for:**

- Documents required to implement matters for which this position also has delegated approval authority.

**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:	Joe Cressy	Councillor:	
Contact Name:	Anthony MacMahon	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:	Consulted	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Parks, Forestry & Recreation	Division:	<b>Financial Planning</b>
Contact Name:	Jason Bragg	Contact Name:	Patricia Libardo
Comments:	No objections (March 29, 2021)	Comments:	Comments incorporated (March 24, 2021)

**Legal Services Division Contact**

Contact Name:	<b>Catherine Thomas (March 29, 2021)</b>
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DAF Tracking No.: 2021-109	Date	Signature
Recommended by: Manager, Real Estate Services	April 12, 2021	Signed by Daran Somas
Recommended by: Director, Real Estate Services	April 29, 2021	Signed by Alison Folosea
<input checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management Patrick Matozzo	April 29, 2021	Signed by Patrick Matozzo
<input checked="" type="checkbox"/> Recommended by: Deputy City Manager, Corporate Services Josie Scioli	April 29, 2021	Signed by Josie Scioli
<input checked="" type="checkbox"/> Approved by: City Manager Chris Murray	April 29, 2021	Signed by Chris Murray

**Appendix "A"****Major Terms and Conditions**

- Purchase Price:** \$9,500,000 plus HST. No chattels are included in the purchase price and there are no fixtures forming part of the Property which are excluded from same, save for any trade fixtures not owned by the Vendor.
- Irrevocable Period:** Expires at 11:59 p.m. on **XX**, being the Business Day next following 45 days from date the Owner signed the Agreement.
- Due Diligence Period:** 90 days from the date the Agreement is signed by the City with option to extend by another 60 days. Throughout this period, the City and its agents, employees, consultants and contractors shall have the right to enter the Property, upon 24 hour prior notice, for purpose of carrying out, at the City's sole cost and risk, appraisals, soil tests, groundwater analysis, environmental analysis, excavations, and inspections.
- Due Diligence Condition:** City's obligation to complete the transaction is conditional until the expiry of the Due Diligence Period upon the City confirming that the Property is suitable for the City's interim and long term purposes, including but not limited to the environmental condition of the Property.
- Closing Date:** 30 days following delivery of a Notice of Waiver or Notice of Satisfaction
- Vacant Possession:** Vendor shall deliver vacant possession of the property upon Closing
- Debris Removal:** Vendor shall remove from the property prior to the 7<sup>th</sup> business day before the Closing Date, all chattels, rubbish, waste materials, refuse and debris from the property, if any, and to leave the Property in a neat and tidy condition. The City is entitled to hold back from the balance due on Closing the greater of \$1,000.00 or the City's estimated removal costs to ensure this obligation is met.
- Insurance:** Vendor's insurance on the property will not be transferred to the City on closing and the City will not be liable to assume such insurance.
- Representations and Warranties:** Vendor represented and warranted that to the best of its knowledge, that the building(s) used in conjunction with the Property have not been insulated with asbestos or a urea formaldehyde foam type of insulation, that there are no liens or unpaid work that could result an lien, that there are no work orders, deficiency notices or orders to comply affecting the Property, that all construction, repairs, maintenance and improvements made to the Property have been carried out in compliance with applicable laws and that the Vendor has made complete disclosure of all material facts and circumstances, relating to the presence of any Hazardous Substance on the Property and that that there are no pending or anticipated consents, approvals, orders, directives or other requirements of the Ministry of the Environment, Conservation and Parks, which in any manner may affect the Property or its proposed use, that no part of the Property has been used as a burial site or cemetery, and that the Property does not infringe on or violate an Aboriginal title, land claim or treaty right. On the Closing Date, the Vendor will provide the City with a statutory declaration made by an authorized director that the above-noted warranties and representations are correct and true as of closing and will indemnify the City from any claims brought against the City resulting indirectly or directly from any breach thereof.

Appendix "B"

Location Map

