

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

TRACKING NO.: 2023-304

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

Prepared By:	Mike Saffran	Division:	Corporate Real Estate Management
Date Prepared:	November 22, 2023	Phone No.:	(416) 392-7205

Purpose	To accept the Offer to Sell from the Owner to acquire the property as defined below for the purpose of buffer land for the Green Lane Landfill ("Green Lane"), and to enter into a lease with the Owner, c.o.b. as Fife Farms Ltd. on closing.
Property	The vacant land located in the Township of Southwold, Elgin County, Ontario, having an area of 45.74 acres (18.51 hectares) more or less, and legally described as Part S ½ Lot 1 Con 3 Southwold as described in E123801 Except Part 1, 11R10022, Township of Southwold, comprising a portion of lands identified as PIN 35146-0207 (LT), (the "Property"), as shown on Appendix "A".
Actions	<ol style="list-style-type: none"> Authority be granted to accept the Offer to Sell from the "Vendor" for the sum of \$800,000.00, substantially on the major terms and conditions as deemed appropriate by the approving authority herein and in a form satisfactory to the City Solicitor. Authority be granted to enter into a Lease Agreement with Fife Farms Ltd. for the Property for a term commencing on the day after the Closing Date of the sale transaction and ending on December 31, 2025, substantially on the major terms and conditions herein and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.
Financial Impact	<p>The purchase price of the Property is \$800,000.00 (plus HST) or \$814,080.00 (net of HST recovery). Land Transfer Tax (\$12,475.00) and registration costs (approx. \$200.00) will also be payable by the City on closing. Funds to cover the acquisition costs are available in the 2024 Capital Budget submission for Solid Waste Management Services under Cost Centre CSW007-12-06.</p> <p>The Lease Agreement will generate rental income of \$9,900.00 per annum commencing on January 1, 2025 and ending on December 31, 2025. The Lease Agreement will also generate rental income of \$8,656.00 (\$27.05 per day pro-rated) for the period of 320 days, commencing on the day after the day of closing and ending on December 31, 2024. The total revenue for the term is estimated to be \$18,556.00 (plus HST) and will be directed to the 2024 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost centre FA2490 and will be included in future operating budget submissions for Council consideration. The tenant has agreed to prepay the prorated first instalment due and payable on the day of closing.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>As part of the purchase of the Green Lane Landfill site, approved by City Council in September 2006, the City acquired the existing Certificate of Approval issued by the then Ontario Ministry of Environment (now MECP). The Certificate of Approval requires the City to implement a Property Value Protection Plan ("PVPP") to assure eligible property owners around Green Lane that no financial losses will result from any decrease in the value of their properties due to the use, operation and expansion of the landfill.</p> <p>The PVPP extends to properties, wholly or partially within one kilometre of Green Lane if there is no residence on the property and wholly or partially within two kilometres of Green Lane 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 owner's property at the market value of the property, as determined by the independent appraisal, or 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.</p> <p>Continued on Page 4</p>
Terms	See Page 4

Property Details	Ward:	N/A (Southwold Township, Elgin County)
	Assessment Roll No.:	342400000504700
	Approximate Size:	Irregular-shaped
	Approximate Area:	45.74 acres (18.51 hectares)
	Other Information:	Tillable land – 33.0 acres; Non Tillable land – 12.74 acres

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2A. Expropriations Where City is Expropriating Authority:</p> <p>2B. Expropriations For Transit-Related Purposes Where City is Property Owner or Has Interest in Property Being Expropriated:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions, Agencies and Corporations:</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/Licensors):</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><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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 more senior positions.</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 more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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 more senior positions.</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 checked="" 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/Estoppel 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>

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 each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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 the Deputy City Manager, Corporate Services and any related documents.

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:	N/A				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 Services/ CREM-PMLA			Division:	Financial Planning / CREM – Business Management				
Contact Name:	Sara Little		/Lianne Chen	Contact Name:	Ciro Tarantino		Jeff Downs/		
Comments:					Comments:				

Legal Services Division Contact

Contact Name:	Shahab Siddiqui
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DAF Tracking No.: 2023-304	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Transaction Services Vinette Prescott-Brown	Nov. 24, 2023	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Transaction Services Alison Folosea	Nov. 27, 2023	Signed by Alison Folosea

DAF 2023-304**Comments – continued from Page 1**

The City has the right to choose to purchase, as they are presented to the City, properties in the two kilometre radius around Green Lane for use as a buffer land between the landfill and surrounding private properties. The Owner notified the City that it wished to sell the Property, as well as one additional parcel of land. The City will acquire these parcels of land and lease them back to the Owner, c.o.b. as Fife Farms Ltd. (the "Tenant") to be used for farming purposes. The PVPP has been applied to the purchase process for the Property.

CREM-Property Management and Lease Administration has a third-party property manager, Compass Commercial Realty LP ("Compass") which will manage all parcels upon commencement of the new lease agreements.

The Offer is considered fair, reasonable and reflective of market value and it is recommended for acceptance substantially on the major terms and conditions set out below.

Sale Price:	\$800,000.00, 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:	120 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:	50 days after the delivery of a Notice of Waiver or Notice of Satisfaction in connection with the Due Diligence Condition.
Lease Agreement:	City agrees to enter into a lease with the Tenant, for a term commencing on the day after the Closing Date of the purchase and sale transaction and ending on December 31, 2025.
Basic Rent:	\$300.00 per acre of tillable farmland
Term:	One year and 320 days commencing on February 16, 2024 and ending on December 31, 2025.
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 the Tenant is 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"

(PIN 35146-0207 (LT) – 45.74 acres (18.51 hectares)

Part S ½ Lot 1, Con 3 Southwold as in E123801 Except Part 1, 11R10022; Township of Southwold, Elgin County, Ontario

