



DELEGATED APPROVAL FORM
DEPUTY CITY MANAGER, CORPORATE SERVICES
EXECUTIVE DIRECTOR, CORPORATE REAL ESTATE MANAGEMENT

TRACKING NO.: 2023-309

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

Prepared By:	Desiree Picchiello	Division:	Corporate Real Estate Management
Date Prepared:	November 14, 2023	Phone No.:	416-338-5812

Purpose	To obtain authority for the City of Toronto (the "City") to acquire fee simple ownership of the residential property municipally known as 38 Holmes Ave, Toronto, Ontario and legally described below (the "Property") from Yaohui Wang (the "Owner") for the purpose of using the land to create a municipal park.
Property	The Property is legally described as LT 74 PL 2282 TWP OF YORK; Toronto (N York); City of Toronto, being all of PIN 10080-0182 (LT) , and is located on the Location Map set out in Appendix A hereof.
Actions	It is recommended that: 1. Authority be granted for the City to accept an offer from the Owner to sell the Property to the City (the "Offer") for the sum of \$3,880,000.00, plus HST, substantially on the major terms and conditions outlined in Appendix B, and including such other terms and conditions as deemed appropriate by the approving authority herein and in a form acceptable to the City Solicitor.
Financial Impact	The following costs will be incurred by the City in connection with the Agreement: 1. Purchase Price - \$3,880,000.00 2. HST (net of applicable rebates) – \$84,234.8 3. Land Transfer Tax (Provincial) - \$83,475.00 4. Registration Costs - \$200.00 (approx.) Funding for the acquisition of the Property totaling approximately \$4,047,909.80 (net of HST recovery is available in the 2023 Council Approved Capital Budget and 2024-2032 Capital Plan for Parks, Forestry and Recreation under the Parkland Acquisition capital project (account CPR115-50-01). Funding for the demolition of the home and the construction of the park is being secured through a combination of Section 42 First 5%, Above 5% (local) and Section 37 funding. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	The acquisition of the Property supports implementation of the Parkland Strategy by expanding parkland in the high-density community surrounding the site and represents a strong value acquisition by leveraging and expanding the adjacent parkland dedication. 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 in Appendix B. No additional cleanup costs/environmental work shall be required following the results of the Phase 1 ESA works and is considered suitable for Parks purposes. The Property is currently tenanted and care has been taken throughout the negotiation period to see that their legal rights are respected.
Terms	Corporate Real Estate Management staff consider the terms and conditions of the Offer set out in Appendix B to be fair and reasonable.

Property Details	Ward:	Ward 18 – Willowdale
	Assessment Roll No.:	
	Approximate Size:	7857.65 ft ²
	Approximate Area:	730 m ² ±
	Other Information:	

A.	Executive Director, Corporate Real Estate Management has approval authority for:	Deputy City Manager, Corporate 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/Licenser):</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 \$3 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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, Agencies and Corporations.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$3 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 \$3 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>Delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$3 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 \$3 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>	<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"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$5 Million.</p> <p>Request/waive hearings of necessity delegated to less senior positions.</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, Agencies and Corporations.</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, as amended from time to time.</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/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; 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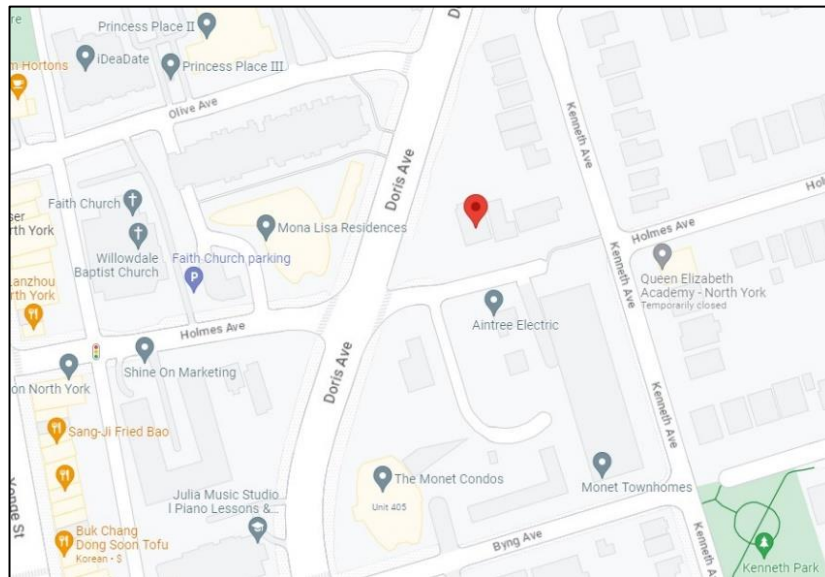
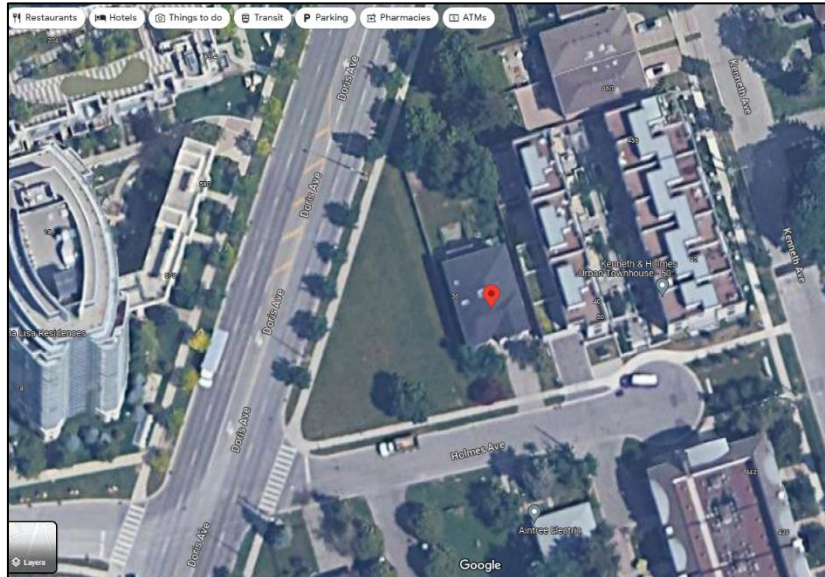
B. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:
<ul style="list-style-type: none"> • Documents required to implement matters for which each position also has delegated approval authority.
<ul style="list-style-type: none"> • Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
<ul style="list-style-type: none"> • Expropriation Applications and Notices following Council approval of expropriation.
<ul style="list-style-type: none"> • Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.

Pre-Condition to Approval			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Councillor Lily Cheng		Councillor:
Contact Name:			Contact Name:
Contacted by:	Phone	<input checked="" type="checkbox"/> E-Mail	Memo
			Other
Comments:	Concurred		Comments:
Consultation with Divisions and/or Agencies			
Division:	Parks Forestry and Recreation		Division:
Contact Name:	Jason Bragg/Suzanne Coultres		Contact Name:
Comments:	Approved		Comments:
Legal Services Division Contact			
Contact Name:	Catherine Thomas		

DAF Tracking No.: 2023-309	Date	Signature
Recommended by: Manager, Real Estate Services Jennifer Kowalski	Nov. 30, 2023	Signed by Jennifer Kowalski
Recommended by: Director, Real Estate Services Alison Folosea	Nov. 30, 2023	Signed by Alison Folosea
<input checked="" type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input type="checkbox"/> Approved by: Marco Cuoco	Nov. 30, 2023	Signed by Marco Cuoco
<input checked="" type="checkbox"/> Approved by: Interim Deputy City Manager, Corporate Services Patrick Matozzo	Dec. 1, 2023	Signed by Patrick Matozzo

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Appendix A "Location Map"



Appendix B "Terms" – Offer to Sell to the City

- Purchase Price:** \$3,880,000.00, plus HST and subject to the typical adjustments. No chattels are included in the purchase price and there are no fixtures forming part of the Property which are excluded from same.
- Deposit:** \$50,000.00 payable within 15 business days of the City accepting the Offer
- Irrevocable Period:** The business day next following 10 days of receiving a signed Offer by the Owner.
- Due Diligence Period:** Ending December 8, 2023. City retains right to extend by up to 90 days. Throughout this period, the City and its agents, employees, consultants and contractors shall have the right to enter the Property in accordance with the Residential Tenancies Act ("RTA") for the 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:** The City's obligation to complete this transaction is conditional until the expiry of the Due Diligence Period upon the City confirming, in its sole and absolute discretion, that the Property is suitable for the City's purposes and that all tenants have vacated the Property and all legal and equitable rights therein have been extinguished. This condition can be waived by the City at its sole option.
- Closing Date:** Should the City issue a Notice of Satisfaction or a Notice of Waiver within the Due Diligence Period, the Closing Date shall be December 28, 2023 or 30 days thereafter, in the City's sole and absolute discretion.
- Vacant Possession:** Owner shall manage the Property as a prudent landlord and in accordance with the RTA for as long as tenants reside therein.
- Owner shall take all legal steps necessary to ensure all tenants and any and all other persons resident in the Property other than the Vendor and/or his spouse have moved out of the Property prior to the expiry of the Due Diligence Period.
- Owner shall provide vacant possession of the Property upon Closing.
- Representations & Warranties:** The Owner represents and warrants that **(a)** that all income collected from renting the Property or any portion thereof has been fully and properly disclosed to the Canadian Revenue Agency (CRA) and any and all taxes or fees owing in connection therewith have been paid in full and the CRA has not issued any warnings or notices or taken any steps which could result in the registration of a lien or other encumbrance against the Property after Closing; **(b)** that the buildings used in conjunction with the Property have not been insulated with asbestos or a urea formaldehyde foam type of insulation; **(c)** that there are no liens under the *Construction Act* and that no work, construction or alterations have been done on the Property or material supplied thereto, which could result in the registration of such a lien after Closing; **(d)** that there are no work orders, deficiency notices or orders to comply affecting the Property; **(e)** that all repairs, maintenance and improvements made to the Property by the Owner, have been carried out in compliance with Applicable Laws; **(f)** all fixtures and chattels included in the Purchase Price are and shall be on Closing in good repair and good working order; **(g)** that the Owner has made complete disclosure of all material facts and circumstances, relating to the presence of any Hazardous Substance or other environmental condition, which to the knowledge of the Owner exists now or in the past, did exist on the Property or on any adjoining or proximate lands, which in any manner may affect the Property or its proposed use; **(h)** that no part of the Property contains Hazardous Substances nor has it ever been used as a Waste Site **(i)** that there are not any outstanding, pending or anticipated consents, approvals, orders, directives or other requirements (collectively the "Environmental Orders") of the Ministry of the Environment or of any other body having jurisdiction relating to the Property (collectively the "Environmental Authorities") which in any manner may affect the Property or its proposed use; **(j)** that the Vendor is not now, and will not on Closing be, negotiating or in any manner dealing with any Environmental Orders or Environmental Authorities; **(k)** that no part of the Property has ever been used as a burial site or cemetery for the interment of human remains **(l)** that to the best of the Vendor's knowledge after reasonable due diligence, the Property, including its use and all improvements, equipment and chattels, does not and will not infringe upon or violate any Aboriginal title or right of Aboriginal Peoples of Canada or any Indian land claim or treaty right; and, as of the date hereof, the Vendor has no knowledge of and has not received any notice, complaint, threat or claim of any third party alleging infringement of any Aboriginal title, or right, or Indian land

claim or treaty right relating to the Property, its use and all improvements, equipment and chattels. As used herein, "Aboriginal Peoples of Canada" includes the Indian, Inuit and Metis Peoples of Canada as defined in Section 35(2) of the *Constitution Act* of Canada.

Indemnity:

On Closing, the Owner shall deliver to the City a written covenant to indemnify and save harmless the City from and against all Claims incurred by, suffered by or brought against the City resulting, directly or indirectly from any breach of the above-noted warranties.

Income Tax Act:

The City shall be credited towards the Purchase Price with the amount, if any, which shall be necessary for the City to pay to the Minister of National Revenue in order to satisfy the City's liability in respect of tax payable by the Vendor under the non-residency provisions of the *Income Tax Act*, Canada (the "ITA"). The City shall not claim such credit if the Vendor delivers on closing the certificate warranting that as of the Closing Date, the Vendor is not then a resident of any other country and not a non-resident of Canada; and covenants to indemnify and save harmless the City from and against any Claims incurred by, suffered by or brought against the City resulting, directly or indirectly from the breach of this warranty.