



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

TRACKING NO.: 2025-218

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property			
Prepared By:	Lianne Chen	Division:	Corporate Real Estate Management
Date Prepared:	June 24, 2025	Phone No.:	416-392-7665
Purpose	To obtain authority to enter into a lease agreement between the City of Toronto as landlord (the " Landlord ") and Carlie Anne I. Tiller and Suanne J. Chambers (the " Tenant ") with respect to the property municipally known as 37197 Third Line, Southwold, Ontario for the purpose of residential use (the " Lease Agreement ").		
Property	The residential property municipally known as 37197 Third Line, Southwold, Ontario, legally described and outlined in blue in Appendix " A " attached hereto including the house, including the single attached garage with up and over doors and a private laneway with parking for several vehicles, any outbuildings, and the land on which same are situate (the " Leased Premises ").		
Actions	Authority be granted to enter into a two (2) years Lease Agreement with the Tenant, substantially on the major terms and conditions set out in Appendix " B ", 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 total rent revenue from the Lease Agreement is estimated to be \$57,600.00 as per below for a term of two (2) years, commencing on August 1, 2025, or \$2,400.00 per month for the period of twelve (12) months, commencing on August 1, 2025, and ending July 31, 2026, and \$2,460.00 per month for the period of twelve (12) months, commencing August 1, 2026, and ending July 31, 2027.</p> <p>2025: \$12,000.00 (no HST) 2026: \$29,100.00 (no HST) 2027: \$17,220.00 (no HST) Total: \$58,320.00 (no HST)</p> <p>In addition, the Tenant is responsible for all utilities and occupancy costs including water, gas, hydro, heating, and cooling.</p> <p>Revenues to the City will be included in 2025 Council Approved Operating Budget for Corporate Real Estate Management (CREM) under cost centre FA2490 and will be included in future year operating budget submissions for Council consideration.</p> <p>The Chief Financial Officer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>		
Comments	<p>The subject property is in the Township of Southwold, County of Elgin, Ontario, and was acquired by the City of Toronto in 2011. As with other similar residential and agricultural properties acquired from Green Lane Landfill from 2007 to 2011, this property was purchased to secure the City's long-term disposal/landfill requirements. Surrounding the landfill site is a buffer zone of agricultural and residential properties. This buffer zone is expected to be in place while the landfill is operational. The subject property is located within this buffer zone. Properties contained within the buffer zone are leased, generating required revenue to maintain the area. Compass Commercial Realty LP manages the City-owned properties surrounding the Green Lane Landfill site on behalf of City of Toronto since 2015.</p> <p>The subject property contains a detached two-story dwelling and an indoor swimming pool, consisting collectively of 3,863 square feet, and is located south of the landfill site. The Property has been vacant since Aug 31, 2023. The Agreement excludes the indoor pool room, which is to remain locked and inaccessible from the rest of the property at all times during the Term and any monthly tenancy that may follow.</p> <p>A credit check on the Tenant was conducted and was deemed to be satisfactory. The proposed rent and other major terms and conditions of the Lease Agreement are considered to be fair, reasonable and reflective of market rates.</p>		
Terms	See Appendix " B ".		
Property Details	Ward:	00 – Outside City	
	Assessment Roll No.:	3424 000 005 04300	
	Approximate Size:	3,863 sq ft.	
	Approximate Area:	N/A	
	Other Information:	PIN 351460169	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
2A. Expropriations Where City is Expropriating Authority:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 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 \$50,000. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.	<input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million. <input type="checkbox"/> (b) Request Hearings of Necessity. <input type="checkbox"/> (c) Waive Hearings of Necessity.
3. Issuance of RFPs/REOs:	Delegated to more senior positions.	<input type="checkbox"/> Issuance of RFPs/REOs.
4. Permanent Highway Closures:	Delegated to more senior positions.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to Divisions, Agencies and Corporations:	Delegated to more senior positions.	Delegated to more senior positions.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to more senior positions.	<input type="checkbox"/> Exchange of land in Green Space System and Parks and Open Space Areas of Official Plan.
9. Leases/Licences (City as Landlord/Licensor):	<input type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$50,000. <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. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.	<input checked="" type="checkbox"/> (a) Where total compensation (including options/ renewals) does not exceed \$1 Million. <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. Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$50,000.	<input type="checkbox"/> Where total compensation (including options/ renewals) does not exceed \$1 Million.
11. Easements (City as Grantor):	<input type="checkbox"/> Where total compensation does not exceed \$50,000. Delegated to more senior positions.	<input type="checkbox"/> (a) Where total compensation does not exceed \$1 Million. <input type="checkbox"/> (b) When closing roads, easements to pre-existing utilities for nominal consideration.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$50,000.	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.
13. Revisions to Council Decisions in Real Estate Matters:	Delegated to more senior positions.	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and subject to General Condition (U)).
14. Miscellaneous:	Delegated to more senior positions.	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences <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/Estoppel 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

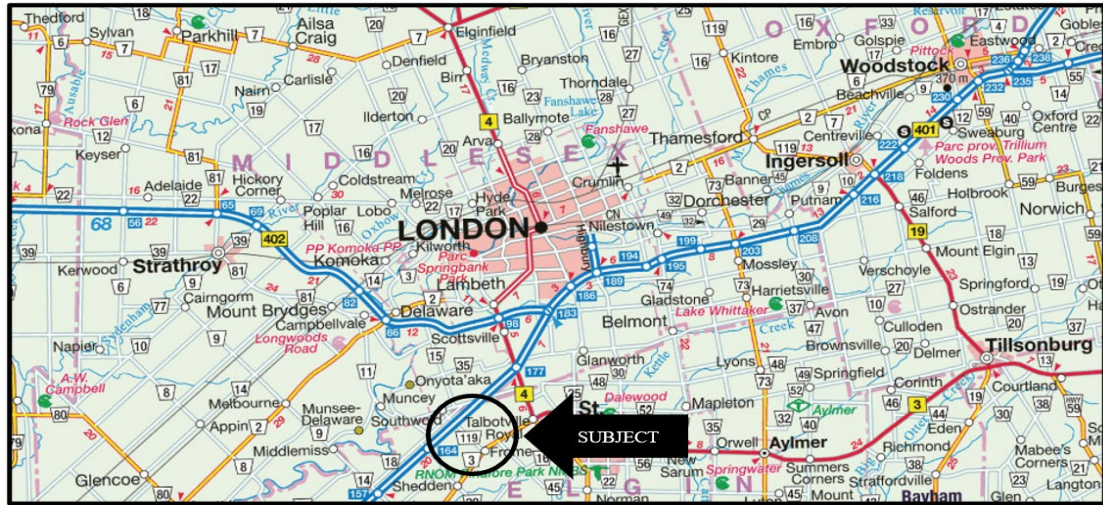
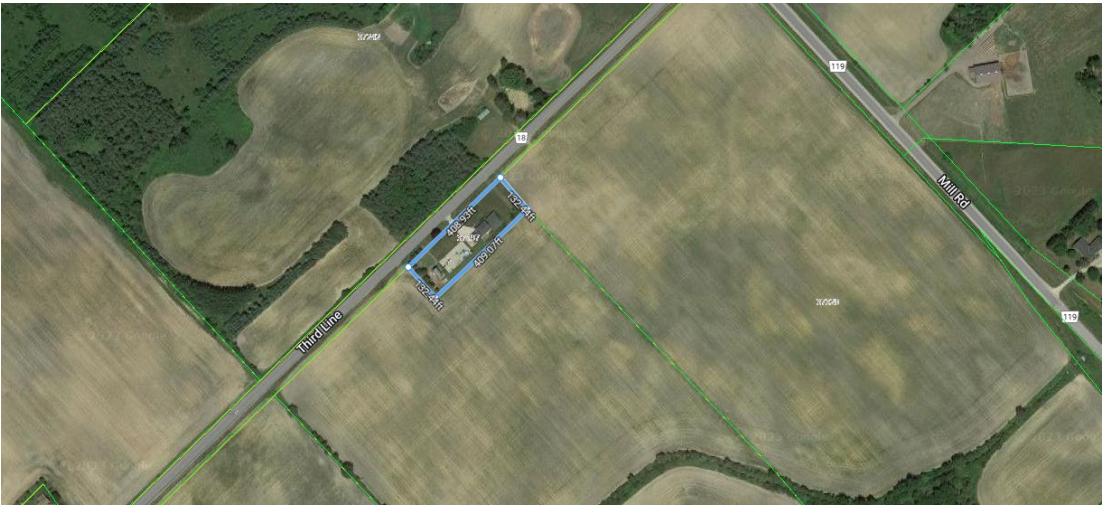
Pre-Condition to Approval																	
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property																	
Consultation with Councillor(s)																	
Councillor:		N/A - 00 – Outside City					Councillor:										
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					Division:		Financial Planning								
Contact Name:		Sara Little					Contact Name:		Ciro Tarantino								
Comments:		June 25 2025 - No Objections					Comments:		Jun 25, 2025 - No Objections								
Legal Services Division Contact																	
Contact Name:		Chris Cieslik (Comments incorporated)															

DAF Tracking No.: 2025 - 218	Date	Signature
		X
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services, Eric Allen <input type="checkbox"/> Approved by:	16-JUL-2025	Signed by Eric Allen
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services, Alison Folosea	18-JUL-2025	Signed by Alison Folosea

Appendix "A"
Location Map & Property Picture

1. 37197 Third Line

PT N1/2 LT 1 CON 3 SOUTHWOLD AS IN E317221; SOUTHWOLD
(PIN: 35146-0169)



Appendix "B"
Major Terms and Conditions

Gross Rent:	Year 1 rent: \$2,400.00 / month (no HST) effective August 1, 2025 Year 2 rent: \$2,460.00 / month (no HST) effective August 1, 2026
Additional Rent:	N/A
Term:	Two (2) years commencing August 1, 2025, and expiring July 31, 2027 (month to month thereafter, pursuant to the terms of the Residential Tenancies Act, 2006)
Use:	Residential only Excludes the indoor pool room, which is to remain locked and inaccessible from the rest of the property at all times during the Term and any monthly tenancy that may follow.
Landlord's Work:	N/A.
Utilities	Tenant is responsible for water, gas, hydro and heating.
Deposit:	Total \$4,860.00, including \$2,400 first month rent and \$2,460.00 applicable to last month's rent (July 2027)
Tenant Ending the Tenancy:	At least 60 days' notice after the initial term in accordance with the LTB forms
Landlord Ending the Tenancy:	Must give proper notice with LTB forms in certain situation set out under the <i>Residential Tenancies Act</i> , 2006 (the Act)
NSF Fee:	\$20.00 per NSF cheque.
Payment:	Rent is to be paid in advance on the 1 st of the month, and subject to any increases imposed thereon by the Landlord from time to time at least (90) days prior written notices in accordance with the Ontario Landlord and Tenant Board guidelines
Insurance:	The tenant must always have liability insurance, if the landlord asks for proof of coverage, the tenant must provide it, it is up to the tenant to get contents insurance if they want it;
Indemnity:	The Tenant shall at all times release, indemnify, and save harmless the City and its representatives from and against any and all manner of claims, demands, damages (including indirect and consequential damages), losses, liabilities, costs, charges, fines, penalties, orders, expenses, actions, and other proceedings whatsoever made or brought against, suffered by, or imposed upon the City and its representatives, in connection with any loss, damage, or injury (including property damage, personal injury, bodily injury, and death) to any person, animal, or property arising or resulting directly or indirectly from any and all of: a) the exercise of the Lease; b) the occupation or use by the Tenant of the property or any part thereof; c) any occurrence in, on, or about the property; and d) the breach by the Tenant of any covenant or agreement under the lease.
Acknowledgement	The Tenant acknowledges that the City owns and operates a landfill and associated operations known as the Green Lane Landfill (the " Landfill "), and that the operation of the Landfill shall not be deemed to constitute a nuisance, annoyance, or similar concern constituting a default of the obligations of the City under the lease or providing the Tenant with any right of set-off in respect of the payment of rent. The Tenant further agrees not to object to any application, appeal, or Regulatory filing in respect of the continued operation of the Landfill or the expansion thereof and cooperate with the City in respect of any such applications, appeals, or filings, as reasonably requested by the City.
Additional Space:	Red barn included in the Premises.