

MEMBERS' RESOLUTION

Committee of the Whole (2)

DATE: Tuesday, March 19, 2024

**TITLE: 10090 BATHURST STREET; CARE AS ONE - SENIORS
RESIDENTIAL SHORT-STAY DEMENTIA RESPITE PROGRAM
PROPOSAL**

FROM:

Deputy Mayor & Regional Councillor Linda Jackson
Councillor Chris Ainsworth

Whereas, the City of Vaughan recognizes that there are no residential short-stay respite programs for seniors living with various types of dementia within the City of Vaughan and beyond.

Whereas, Care As One is a not-for-profit corporation incorporated for the sole purpose of establishing a residential respite program for seniors.

Whereas, Care As One has identified a property located at 10090 Bathurst Street as a suitable location for the establishment of a residential short-stay respite program (the "Property"), and has entered into a conditional agreement of purchase and sale with its current owners, Longyard Properties Inc., to purchase the Property on favourable terms ("APS").

Whereas, there are two buildings located on the Property, which are deemed to have significant cultural heritage value, known as the Munshaw House and the Bassingthwaite House (the "Heritage Resources"). The Heritage Resources are the subject of a Statement of Significance describing the Heritage Resources, including their cultural heritage value and identification of the heritage attributes referred to as Character Defining Elements.

Whereas, the Heritage Easement Agreements were registered on title to the Property as Instrument Nos. YR3119399 (Munshaw House) and YR3185608 (Bassingthwaite) on July 16, 2020 and December 21, 2020 respectively (the "Heritage Easement Agreements").

Whereas, the Heritage Easement Agreements required the current owners to post financial securities (a Letter of Credit) to secure the enforcement of the Heritage Easement Agreements in the event of default, and the current owners did post a Letter of Credit in the amount of \$862,780.00 as security for the said Heritage Easement Agreements (the “LC”). The Heritage Easement Agreements dealt with matters, such as maintenance and securities of the Heritage Resources, normal repairs and alterations of the Heritage Resources, relocation and restoration of the Heritage Resources, insurance reconstruction of the Heritage Resources, and protection of the Heritage Resources from damage and destruction.

Whereas, Care As One has advised that the APS requires Care As One to assume the LC requirements of the Heritage Easement Agreements, however, Care As One has fundraised only sufficient funds to acquire the Property, to restore the Heritage Resources to their required heritage conditions, as required by the Heritage Easement Agreements, and to establish the residential short-stay respite program on the Property. If Care As One is required to post an additional \$862,780.00 as a LC, the project would not be financially viable, and would prevent Care As One from closing on the Property, which would be of great determinant to future seniors and their families, as they would be without such services.

Whereas, Council recognizes the importance of establishing a valuable public service, such as a residential respite program, and has determined that it is in the public interest for the City to encourage and support such social services.

Whereas, Council is satisfied that it is sufficiently protected in the event of a default by the fact that the Heritage Easement Agreements are registered on title in priority to any other interest, and therefore can be enforced in priority to any other interest.

Whereas, Council is further aware that pursuant to subsections 37(3) and 37(4) of the *Ontario Heritage Act*, R.S.O. 1990, c. O, 18 (the “OHA”), the Heritage Easement Agreements, when registered in the Land Registry Office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the City, or its assignees, against the owners, or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements, and therefore, the City is sufficiently protected in the event of default without the necessity of a LC, which is an unnecessary financial burden on the Seniors’ Day program and will prevent the program from moving forward.

It is therefore recommended:

1. The City of Vaughan hereby relieves Care As One from the requirement to post a LC (or other financial security) as security for the Heritage Easement Agreements and for any site plan or servicing agreements for the Property on the following terms and conditions:

- a. The relief granted herein shall only apply as long as the Property is owned by Care As One, and only as long as there is a residential respite program and other health-related services being carried out on the Property; and
 - b. Care As One, as a subsequent owner on title, agrees in writing that it will assume all of the requirements of the Heritage Easement Agreements, and if Care As One should default, the relief granted by this resolution shall automatically be revoked.
2. The Mayor and Clerk are hereby authorized to take such steps, execute such document in form and content to the satisfaction of the City Solicitor, and do such things as may be necessary to give effect to the foregoing.

Financial and Staff Resource Impact

N/A

Attachments:

N/A