

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

TRACKING NO.: 2024-058

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

Prepared By:	Owen Bartley	Division:	Corporate Real Estate Management
Date Prepared:	March 21, 2024	Phone No.:	(416) 338-1297
<b>Purpose</b>	<p>To obtain authority to enter into:</p> <ul style="list-style-type: none"> <li>(i) an Easement Transfer Agreement (the "Agreement") with Toronto Catholic District School Board ("TCDSB") to acquire a permanent easement over a portion of the property municipally known as 20 Starview Lane, Toronto, for the purpose of providing shared access to the adjacent City-owned property; and</li> <li>(ii) a Shared Use Licence Agreement (the "Licence") with TCDSB with respect to portions of 20 Starview Lane, for the purpose of granting the City the use of 40 parking spaces, and granting TCDSB use of the outdoor multi-sports pad on a portion of 60 Starview Lane.</li> </ul>		
<b>Property</b>	<p>Portions of 20 Starview Lane, shown as Part 1 on the draft Reference Plan attached as Appendix "B" (the "Easement Lands"), and on Appendix "C" ("the Licensed Area"), and a portion of 60 Starview Lane, Toronto.</p>		
<b>Actions</b>	<p>1. Authority be granted to enter into the Agreement and the Licence with TCDSB, substantially on the major terms and conditions set out in Appendix "A", and including such other terms as deemed appropriate by the approving authority herein, and in a form satisfactory to the City Solicitor.</p>		
<b>Financial Impact</b>	<p>Total cost to the City is approximately \$2,503,309.00 (plus HST), as follows:</p> <ul style="list-style-type: none"> <li>(1) Easement Acquisition <ul style="list-style-type: none"> <li>Easement Purchase price: \$1,756,700.00 payable in 2024.</li> <li>Legal costs of TCDSB: \$15,000.00 (maximum) payable in 2024.</li> <li>Provincial land transfer tax: \$31,609.00 (approximate) payable in 2024.</li> <li>Subtotal: \$1,803,309.00</li> </ul> </li> <li>(2) Annual license fee of \$35,000.00 payable each year from 2024 to 2043 for a total cost of \$700,000.00.</li> </ul> <p>Funding for the easement acquisition cost will be paid from the Parkland Acquisition sub-project (account CPR115-50-01) in the 2024 Council Approved Capital Budget and the license fee costs will be paid from the cost centre P12642 (100% 1820100000 Park Planning &amp; Development) in the 2024 Council Approved Operating Budget, with the annual license fee to be included in future Operating Budget submissions for Council consideration.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	<p>TCDSB is the owner of St. Basil-the-Great College School, municipally known as 20 Starview Lane. The City is constructing a new community centre on adjacent City-owned lands, municipally known as 60 Starview Lane. The City requires a permanent easement over the Easement Lands for shared ingress and egress to the new community centre parking lot. The City also requires overflow parking for the community centre on the Licensed Area, which will be provided by TCDSB in exchange for the license fee and the shared use of the multi-sports pad to be built at the new community centre.</p> <p>The proposed fees and major terms and conditions of the Agreement and Licence are considered to be fair, reasonable, and reflective of market rates.</p>		
<b>Terms</b>	<p>See Appendix "A."</p>		
<b>Property Details</b>	<b>Ward:</b>	7 – Humber River-Black Creek	
	<b>Assessment Roll No.:</b>	1908 012 510 12201	
	<b>Approximate Size:</b>	Parking: 40 outdoor surface spaces	
	<b>Approximate Area:</b>	Easement: 3,163.73 m <sup>2</sup> ± (34,054.11 ft <sup>2</sup> ±)	
	<b>Other Information:</b>		

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/REOs:</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 &amp; Parks &amp; Open Space Areas of Official Plan:</p> <p>9. Leases/Licences (City as Landlord/Licensor):</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><b>Request/waive hearings of necessity delegated to less senior positions.</b></p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; 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><b>Delegated to a more senior position.</b></p> <p><input checked="" type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.</p> <p><input checked="" 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 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><b>Request/waive hearings of necessity delegated to less senior positions.</b></p> <p><input type="checkbox"/> Issuance of RFPs/REOs.</p> <p><input type="checkbox"/> Initiate process &amp; 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; 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. Deputy City Manager, Corporate Services and Executive Director, Corporate Real Estate Management each has signing authority on behalf of the City for:**

- Documents required to implement matters for which each position also has delegated approval authority.
- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- Expropriation Applications and Notices following Council approval of expropriation.
- 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:	Councillor Anthony Perruzza	Councillor:	
Contact Name:	Councillor Anthony Perruzza	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X <input checked="" type="checkbox"/> 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:	No concerns	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Parks, Forestry & Recreation	Division:	Financial Planning
Contact Name:	Paul Farish, Director Parks Planning & Development	Contact Name:	Ciro Tarantino
Comments:	No concerns	Comments:	No concerns

**Legal Services Division Contact**

Contact Name: Tammy Turner, Lisa Strucken

DAF Tracking No.: 2024-058	Date	Signature
Recommended by: Manager, Real Estate Services Vinette Prescott-Brown	March 22, 2024	Signed by Vinette Prescott-Brown
Recommended by: Director, Real Estate Services Alison Folosea	March 28, 2024	Signed by Alison Folosea
<input type="checkbox"/> Recommended by: Executive Director, Corporate Real Estate Management <input checked="" type="checkbox"/> Approved by: Patrick Matozzo	April 15, 2024	Signed by Patrick Matozzo
<input type="checkbox"/> Approved by: Deputy City Manager, Corporate Services David Jollimore		X

**APPENDIX "A"****Easement Transfer Agreement**

**Property:** A portion of 20 Starview Lane

**Purchase Price:** \$1,756,700.00

**Use:** Vehicular and pedestrian ingress and egress to and from Starview Lane in common with others and ancillary works including, construction and maintenance of sidewalks and curbs and soft landscaping elements

**Additional Costs:** The City shall pay:

- a. Registration costs;
- b. legal fees reasonably incurred by the Owner, to a maximum of \$15,000.00; and
- c. land transfer tax.

**Closing Date:** A date to be fixed by the City upon at least thirty (30) days written notice to the Owner by the City.

**Shared Use License Agreement**

**Property:** Portions of 20 Starview Lane and 60 Starview Lane

**Term:** Twenty (20) years.

**License:** (a) TCDSB grants to the City a licence to use 40 parking spaces in the parking lot located on the TCDSB Property for overflow parking by users of the new community centre to be constructed by the City on the City Property.

The City shall have access to the parking spaces for overflow parking to accommodate community centre users at any time during the calendar year, save and except Monday to Friday from 8:00 am to 4:00 pm from September to June, inclusive during the term, and the City shall have such access during public holidays. The City, at its sole cost and expense, shall install signs indicating the parking spaces and the City parking lot hours of access.

The TCDSB shall be responsible for all operating (including snow and ice clearing), maintenance and capital costs associated with the parking spaces, and shall perform all maintenance and capital repairs or improvements thereto during the Term, in accordance with TCDSB standards.

(b) The City grants to the TCDSB a non-exclusive licence to use the outdoor multi-sports pad (which shall include a basketball court) to be constructed as part of the community centre at the City property, only for school recreational programs for its students for a term of twenty (20) years, commencing on the first day of the month after occupancy of the community centre.

The TCDSB shall have non-exclusive use of the sports pad from September to June, inclusive, from 8:00 a.m. to 3:30 p.m. Monday to Friday, except during school holidays, subject to the programming and/or operational requirements of the City. The TCDSB shall not at any time interfere with the use of the sports pad by the public unless the sports pad has been reserved by the TCDSB through the City's booking system and the associated fees have been paid. The City agrees not to provide permits to the public for use of the sports pads during school sports pad hours of access.

The City shall be responsible for all operating, maintenance and capital costs associated with the sports pad, and shall perform all maintenance and capital repairs or improvements thereto during the Term, in line with standard parks maintenance standards.

**Occupancy Date:** The City shall deliver written notice of its intended occupancy date of the community centre to be provided no less than thirty (30) days prior to such occupancy date. The City and the TCDSB shall sign an amending agreement to confirm the commencement date of the Term.

**Licence Fee:** \$35,000 per year

**Termination:** The City or the TCDSB may terminate the Agreement at any time and for any reason after the end of the tenth year of the term, by giving at least one year's written notice to the TCDSB or the City, as applicable.







## APPENDIX "D" – Location Map

