

**DELEGATED APPROVAL FORM
CHIEF CORPORATE OFFICER**

TRACKING NO.: 2015-218

<input checked="" type="checkbox"/> Approved pursuant to the Delegated Authority contained in Executive Committee Item EX43.7 entitled "Delegation of Authority in Certain Real Estate Matters" adopted by City Council on May 11 and 12, 2010. City Council confirmatory By-law No. 532-2010, enacted on May 12, 2010 as amended by GM24.9 entitled "Minor Amendments to Delegation of Authority in Certain Real Estate Matters" adopted by City Council on October 8, 9, 10 and 11, 2013, as amended by DAF 2013-307 and DAF 2014-087. City Council confirmatory By-Law No. 1234-2013.			
<input type="checkbox"/> Approved pursuant to the Delegated Authority contained in Executive Committee Item EX33.44 entitled "Union Station Revitalization Implementation and Head Lessee Selection" adopted by City Council on August 5 and 6, 2009. City Council confirmatory By-law No. 749-2009, enacted on August 6, 2009.			
Prepared By:	Ryan Glenn / Derek Wei	Division:	Parks, Forestry & Recreation
Date Prepared:	August 24 2015	Phone No.:	416-392-8578 / 416-392-1259
Purpose	<p>To obtain authority to enter into a Licence Agreement, (the "Licence") with Bell Canada for a term of six (6) months commencing September 1, 2015 and expiring February 29, 2016 for the use of land within Bobbie Rosenfeld Park (the "Easement Lands") for the purpose of installing the Licensee's communication chattels and fixtures on the Easement Lands (the "Licensee's Equipment"), determine the exact location of the completed installations, complete all necessary surveying work and easement registration and provide a copy of the finalized Reference Plan of Survey to the City.</p> <p>To obtain authority to enter into an Easement Agreement, (the "Easement") with Bell Canada for a period of twenty (20) years commencing September 1, 2015 and expiring August 31, 2035 for the use of Easement Lands for the purpose of (i) constructing, operating, maintaining, repairing or replacing two 2 inch by 2 inch EMT conduits and all necessary cables, wires, conduits and conduits structures containing all components connecting to the Transferee's network (the "Facilities Easement"), and (ii) free and unimpeded non-exclusive easement to pass and repass at all times throughout the Easement Lands (the "Access Easement").</p>		
Property	<p>A portion of Bobbie Rosenfeld Park, which is located between the south base of the CN Tower and the Rogers Centre, as shown on Schedule "A" – Property Index Map and Schedule "B" – Site Plan (refer to pages 7 and 8).</p>		
Actions	<ol style="list-style-type: none"> Authority be granted to enter into a (i) Licence Agreement and (ii) Easement Agreement with Bell Canada for the use of approximately 55 linear feet of land within Bobbie Rosenfeld Park. The Licence Agreement will commence September 1, 2015 and expire February 29, 2016. The Easement Agreement will be for a 20 year term commencing September 1, 2015 and expiring August 31, 2035. The General Manager, Parks, Forestry & Recreation be authorized to administer and manage the Licence and Easement Agreement including the provision of any contents, approvals, notices and notices of termination provided that the General Manager may, at any time refer consideration of such matter (including the content) to the City Council for its determination and direction. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto. 		
Financial Impact	<p>Bell Canada to remit forty thousand (\$40,000.00) dollars + HST upon execution of the Easement with an approximate annual fee for the first year of the term to be three hundred and thirty (\$330.00) dollars + HST (based on a rate of six (\$6.00) dollars, per linear foot, per year for the estimated 55 linear feet distance of the conduit installation). Upon receipt of the Reference Plan, the annual fee shall then be determined based on the final actual measurement outlined in the Reference Plan and shall increase each year by two per cent (2%).</p> <p>The Deputy City Manager & Chief Financial Officer has reviewed this DAF and agrees with the financial impact information</p>		
Comments	<p>Bell Canada approached the City of Toronto on behalf of its client, Canada Lands Company, with a proposal to run a communication infrastructure conduit through City land at the south base of the CN Tower, in order to improve communication performance within the Tower. The proposal involves routing communication conduit through an abandoned irrigation pipe beneath Bobbie Rosenfeld Park, through the Salmon Run Fountain pump room, and connecting the conduit with a sub-surface utility room owned by Canada Lands Company (see attached Schedule "C" – Drawing Map on page 8 for reference). Appropriate City of Toronto Parks, Forest and Recreation staff have reviewed the proposal, including the use of the abandoned irrigation pipe and pump room, and have determined that there are no issues with the technical aspects of the project, nor are there any negative impacts to the functionality of the Park or the pump room.</p>		
Terms	<p>Twenty (20) year term from September 1, 2015 with no right of renewal. Bell Canada's rights to enter will commence with a six month licence with one (1) option to renew for a future term of three (3) months from the City in order for Bell to install the infrastructure. Upon completion of the installation work, Bell will arrange for a reference plan to be prepared illustrating the exact location and extent of the infrastructure. The City will then grant an Easement to Bell Canada to secure the right to allow the infrastructure to remain within City land for a total of 20 years, which includes the term of the licence, and upon the grant of the Easement, the licence will automatically terminate.</p>		

Property Details	Ward:	20 – Trinity Spadina
	Assessment Roll No.:	1904062000180
	Approximate Size:	
	Approximate length of Conduit:	TBD ± 55 feet linear feet (to be confirmed by Reference Plan)
	Other Information:	

Updated: October 18, 2013

A.	Director of Real Estate Services has approval authority for:	Chief Corporate Officer has approval authority for:
1. Acquisitions:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
2. Expropriations:	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.	<input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$3 Million.
3. Issuance of RFPs/REOIs:	Delegated to a more senior position.	<input type="checkbox"/> Issuance of RFPs/REOIs.
4. Permanent Highway Closures:	Delegated to a more senior position.	<input type="checkbox"/> Initiate process & authorize GM, Transportation Services to give notice of proposed by-law.
5. Transfer of Operational Management to ABCDs:	Delegated to a more senior position.	<input type="checkbox"/> Transfer of Operational Management to ABCDs.
6. Limiting Distance Agreements:	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
7. Disposals (including Leases of 21 years or more):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
8. Exchange of land in Green Space System & Parks & Open Space Areas of Official Plan:	Delegated to a more senior position.	<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 \$1 Million;	<input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$3 Million;
	<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.	<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.
10. Leases/Licences (City as Tenant/Licensee):	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$3 Million.
11. Easements (City as Grantor):	<input checked="" type="checkbox"/> (a) Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
	<input type="checkbox"/> (b) When closing road, easements to pre-existing utilities for nominal consideration.	Delegated to a less senior position.
12. Easements (City as Grantee):	<input type="checkbox"/> Where total compensation does not exceed \$1 Million.	<input type="checkbox"/> Where total compensation does not exceed \$3 Million.
13. Revisions to Council Decisions in Real Estate Matters:	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$500,000).	<input type="checkbox"/> Amendment must not be materially inconsistent with original decision (and may include increase not to exceed the amount of the original decision by the lesser of 10 per cent and \$1 Million).
14. Miscellaneous:	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;	<input type="checkbox"/> (a) Approvals, Consents, Notices and Assignments under all Leases/Licences;
	<input type="checkbox"/> (b) Releases/Discharges;	<input type="checkbox"/> (b) Releases/Discharges;
	<input type="checkbox"/> (c) Surrenders/Abandonments;	<input type="checkbox"/> (c) Surrenders/Abandonments;
	<input type="checkbox"/> (d) Enforcements/Terminations;	<input type="checkbox"/> (d) Enforcements/Terminations;
	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;	<input type="checkbox"/> (e) Consents/Non-Disturbance Agreements/Acknowledgements/Estoppels/Certificates;
	<input type="checkbox"/> (f) Objections/Waivers/Cautions;	<input type="checkbox"/> (f) Objections/Waivers/Cautions;
	<input type="checkbox"/> (g) Notices of Lease and Sublease;	<input type="checkbox"/> (g) Notices of Lease and Sublease;
	<input type="checkbox"/> (h) Consent to regulatory applications by City, as owner;	<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"/> (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"/> (j) Documentation relating to Land Titles applications;
	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.	<input type="checkbox"/> (k) Correcting/Quit Claim Transfer/Deeds.

B. Chief Corporate Officer and Director of Real Estate Services each has signing authority on behalf of the City for:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 1. Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval. |
| <input type="checkbox"/> | 2. Expropriation Applications and Notices following Council approval of expropriation. |
| <input checked="" type="checkbox"/> | 3. Documents required to implement the delegated approval exercised by him. |

Chief Corporate Officer also has approval authority for:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Leases/licences/permits at Union Station during the Revitalization Period, if the rent/fee is at market value. |
|--------------------------|--|

Consultation with Councillor(s)

Councillor:	Joe Cressy	Councillor:	
Contact Name:	Brent Gilliard	Contact Name:	
Contacted by:	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other	Contacted by:	<input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other
Comments:	Approved	Comments:	

Consultation with ABCDs

Division:	Financial Planning	Division:	Parks, Forestry & Recreation
Contact Name:	Filisha Mohammed, Senior Financial Planning Analyst	Contact Name:	Ryan Glenn, Manager, Business Services
Comments:	Approved	Comments:	Approved

Legal Division Contact

Contact Name:	Barbara Cappell
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DAF Tracking No.: 2015-218	Date	Signature
Recommended by: Manager of Leasing and Site Management, Wayne Duong	Sept 2, 2015	Sgd./ Wayne Duong
<input type="checkbox"/> Recommended by: Director of Real Estate Services <input checked="" type="checkbox"/> Approved by: Joe Casali	Sept 2, 2015	Sgd./ Joe Casali
<input type="checkbox"/> Approved by: Chief Corporate Officer Josie Scioli		X

General Conditions ("GC")

- (a) The local Councillor (or local Councillors if the subject property is located on a ward boundary or if the transaction involves an exchange of properties in more than one ward), will be consulted prior to the exercise of delegated Approving Authority by staff for all Acquisitions, Disposals, Land Exchanges and Leases.
- (b) Where approving power has been delegated to staff, the Chief Corporate Officer, in consultation with the applicable Deputy City Manager or the City Manager, may determine that such matter is of such special interest that same should be returned to the relevant Committee and Council for consideration and determination.
- (c) Exercise of delegated authority is subject to all applicable Council policies, statutes or other applicable law.
- (d) Authority to approve financial commitments/expenditures is subject to all amounts being available in an approved budget [or funding is available from alternative sources].
- (e) Property interests are to be based on appraised value, and no interest shall be granted at less than market value unless otherwise specifically authorized.
- (f) Authority to approve transactions at less than market value is subject to statutory anti-bonusing provisions.
- (g) Total compensation means the aggregate of all types of payments, including land value, estimated clean-up costs, potential arbitration awards, loss claims, etc, but exclusive of any applicable taxes and registration costs.
- (h) Authority to acquire property is conditional upon provision being made to bring the property into compliance with applicable MOE or other requirements such that it will be fit for its intended municipal purpose.
- (i) Authority to initiate the permanent road closure process in **A.4** is conditional upon confirmation by the GM of Transportation Services that it is feasible to permanently close the highway.
- (j) Disposal authorities in **A.7** are subject to the property having been declared surplus, and the disposal policy complied with.
- (k) Land exchanges, except for those in **A.8**, may be authorized based on the delegated Approving Authority for Disposals in **A.7**.
- (l) Approving Authority with respect to land located in the Designated Waterfront Area is conditional upon the approval of the Director, Waterfront Secretariat.
- (m) Authority to approve an exchange of land in **A.8** is conditional upon confirmation by the Chief Planner and Executive Director, and the GM of Parks, Forestry & Recreation, that the land being exchanged is (i) nearby land of equivalent or larger area, and (ii) of comparable or superior green space utility.
- (n) Approving Authority in **A.9** leases (City as Landlord) but not licenses (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, save and except for residential leasing matters and .
- (o) Total compensation in leasing matters where the City is landlord (**A.9**) includes the value of tenant improvements if factored into tenant's rental payments.
- (p) Total compensation in leasing matters where the City is the tenant (**A.10**) includes the value of any tenant improvements to be paid by the City.

- (q) Where options/renewals are included in leases, if the renewal rent is to be determined at a date later than the original approval date, total compensation is to be calculated as though all options are exercised, estimating the renewal rent based on the highest rent payable in the first term of the lease.
- (r) Total compensation in leasing matters where the City is landlord (**A.9**) or tenant (**A.10**) is to be calculated from the date of approval pursuant to this delegation (ie. first allowing for the expiry of any prior approvals, whether by Council or a delegated authority).
- (s) Approving Authority in leasing matters includes authority to approve renewals/extensions within the parameters of the delegated Approving Authority.
- (t) Approving Authority includes authority for amendments within the parameters of the delegated Approving Authority, the cumulative total of which may not exceed the delegated financial limit.
- (u) Where proposed additional amounts in **A.13** exceed 10 per cent of the original decision, even if otherwise in compliance with all other conditions, then approving authority is transferred upwards to the next more senior level of approving authority having the relevant overall financial limit.
- (v) Approving Authority includes authority for all documents necessary to implement the authority, on terms and conditions satisfactory to the Approving Authority, in consultation with the relevant operating Division(s).
- (w) Staff positions referred to in this delegation include successors from time to time.
- (x) Documents are to be in a form satisfactory to the City Solicitor (including indemnity and insurance provisions).
- (y) Delegated signing authorities in **B** are conditional upon the documents having received the City Solicitor's prior "Approval as to Form".
- (z) This delegation does not affect sales, acquisitions and leases over which the Affordable Housing Committee has responsibility.
- (aa) Authority to use land acquired by the City for parking purposes by the Toronto Parking Authority is conditional upon Council enacting a by-law designating such use.
- (bb) All residential leasing documents shall adhere to the *Residential Tenancies Act* and any successor legislation.

Bobbie Rosenfeld Park – Licence Agreement - Major Terms and Conditions

Licensor:

City of Toronto

Licensee:

Bell Canada

Premises:

Approximately 55 linear feet as shown on Schedule "B" – Site Plan of Salmon Pump Room - See page 8

Term:

September 1, 2015 – February 29, 2016

Renewal:

One renewal option at the Licencee's option for a further term of three (3) months

Licence Fee:

Shall be inclusive of all fees associated with the Licence and Easement to be payable by the Licencee and will include a lump sum of forty-thousand (\$40,000.00) dollars + HST payable upon execution of the Licence Agreement. In addition, the first year annual fee is approximately three hundred and thirty (\$330.00) dollars plus HST based on the estimated length of the conduit line to be 55 feet. The Licence Fee shall change after the first year subject to the final linear measurement outlined in the Reference Plan) and shall increase 2% annually.

Use:

Install the Licensee's Equipment on the Lands, determine the exact location of the completed installations, complete all necessary surveying work and easement registration and provide a copy of the finalized Reference Plan of Survey to the City.

Scope of Work:

Bell Canada will excavate a 3-foot wide trench within the park to access the abandoned irrigation pipe. Conduit will be placed from a Bell manhole through the irrigation pipe and further through the pump room wall, tying in with a Canada Lands sub-surface utility room adjacent to City land. Bell Canada will restore the parkland to the satisfaction of the General Manager, Parks, Forestry & Recreation (or designate).

Insurance:

Bell Canada will obtain Commercial General Liability insurance of not less than \$10,000,000 on terms acceptable to the City's Insurance and Risk Management division.

Bobbie Rosenfeld Park – Easement Agreement - Major Terms and Conditions

Grantor:

City of Toronto

Grantee:

Bell Canada

Premises:

Approximately 55 linear feet as shown on Schedule "B" – Site Plan of Salmon Pump Room – See page 8

Term:

September 1, 2015 – August, 31 2035

Renewal:

No further rights of renewal

Licence Fee:

See Licence Fee above (all costs inclusive under the Licence Fee)

Use:

Facilities Easement - Constructing, operating, maintaining, repairing or replacing two 2 inch by 2 inch EMT conduits and all necessary cables, wires, conduits and conduits structures containing all components connecting to the Transferee's network

Access Easement - Free and unimpeded non-exclusive easement to pass and repass at all times throughout the Easement Lands

Scope of Work:

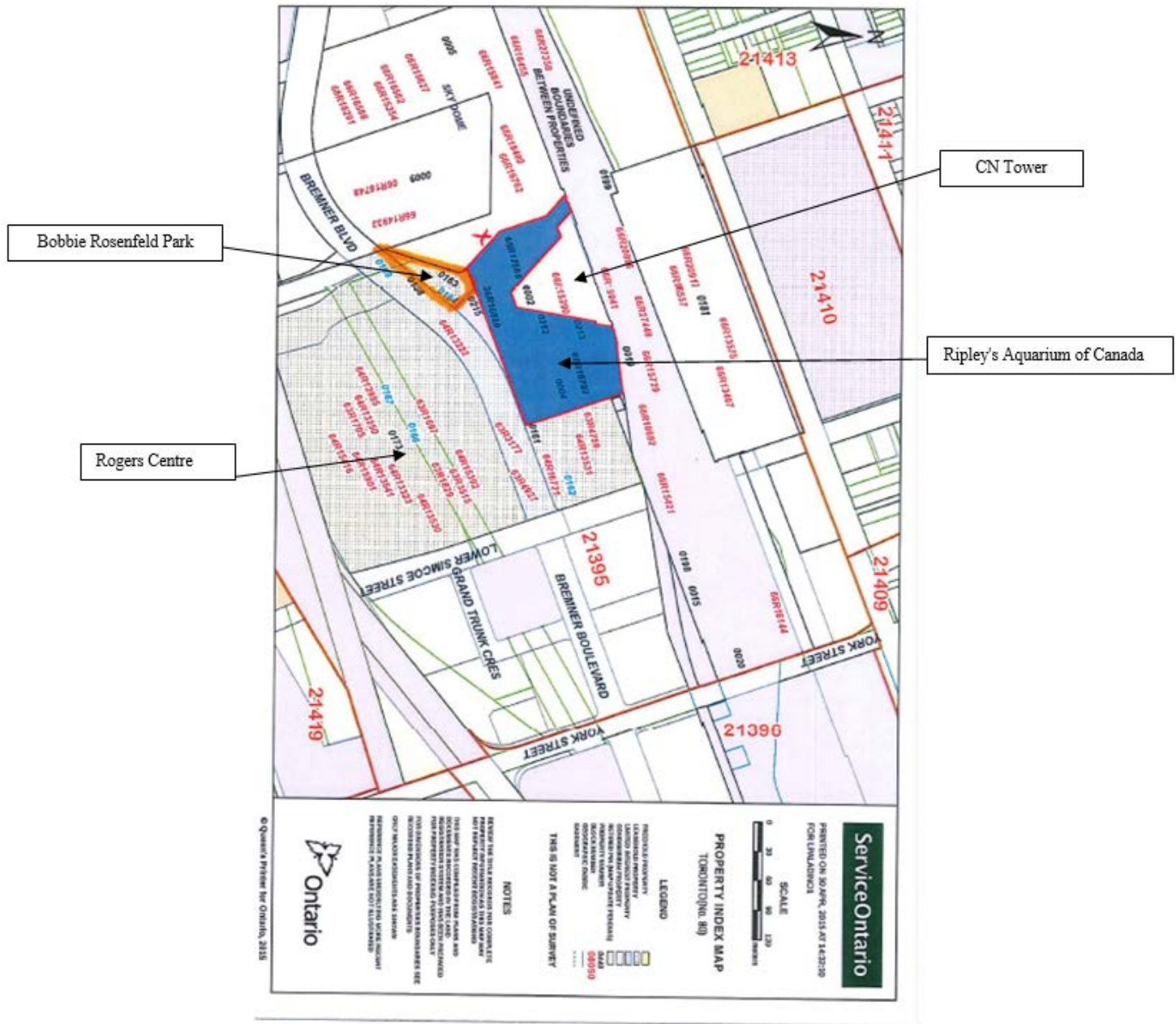
Bell Canada will maintain and have access to the Licencee's Equipment and all affected areas as outlined in Schedule "B" – Site Plan of Salmon Pump Room. Bell Canada will restore the parkland to the satisfaction of the General Manager, Parks, Forestry & Recreation (or designate).

Insurance:

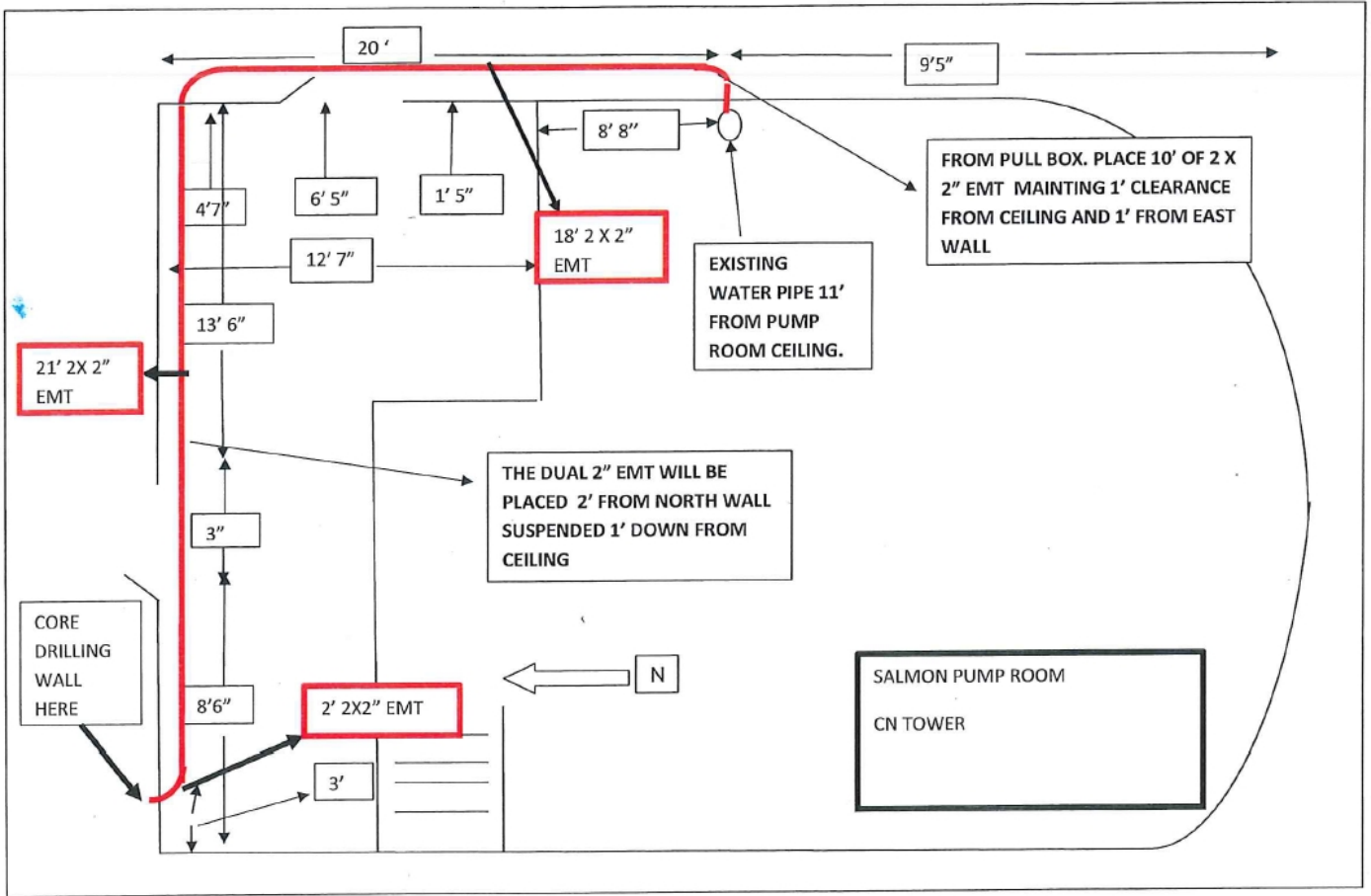
Bell Canada will obtain Commercial General Liability insurance of not less than \$10,000,000 per occurrence on terms acceptable to the City's Insurance and Risk Management division.

SCHEDULE "A" - Property Index Map

Highlighted area refers to building and lands for access only known municipally as Bobbie Rosenfeld Park in the attached Property Index Map as PIN 21395-0163



SCHEDULE "B" - Site Plan – Salmon Pump Room



Aerial View of Salmon Pump Room. The measurements indicate the location of conduit installation and its distance to adjacent walls.

Schedule "C" - Structure Placement Map

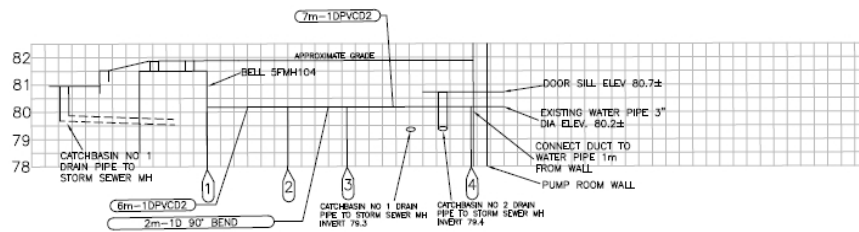
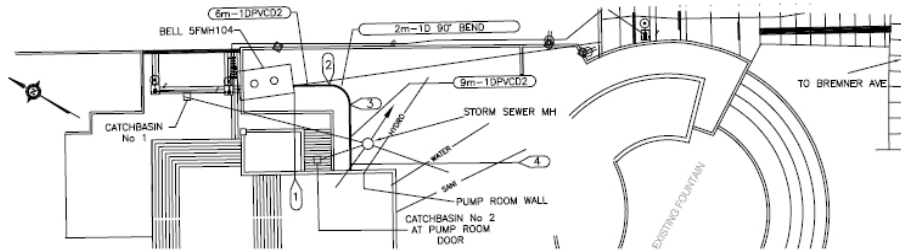


STORM SEWER MANHOLE DUCT PATH



BELL MH 5FMH104 DUCT PATH

CONNECT DUCT TO EXISTING WATERMAIN 1m EAST OF PUMP ROOM WALL



NOTES

1. LINework FROM AS-BUILT PLAN E-307 BY GUILD ELECTRICAL DATED 2012 07 27, REVISED 2013 06 25. (CN TOWER 77959E-307 PAVED LAYOUT)
2. SITE SERVICING DETAILS FROM MOORE/GEORGE ASSOCIATES INC. UTILITY RELOCATION AND SITE SERVICES PLAN L-2 JULY 1988, ALDORTH ENGINEERING INC. PIPING LAYOUT PLAN M-1 AND SITE PLAN P-1 26 JUNE 2003.
3. CONTRACTOR TO CONFIRM LOCATION OF ALL UTILITIES AND SITE SERVICING FACILITIES PRIOR TO CONSTRUCTION WORK.
4. CONTRACTOR TO CONFIRM DUCT LOCATIONS AND ALL DIMENSIONS PRIOR TO INSTALLATION OF THE DUCTS AND FACILITIES.
5. AT ARB 1 IN 5FMH104 CORE DRILL MH WALL APPROX 2m BELOW GRADE.
6. BETWEEN ARBS 1 AND 2 PLACE 4m 1DUCT PVC02.
7. BETWEEN ARBS 2 AND 3 PLACE 1 DUCT 90 DEGREE BEND OR AS REQUIRED.
8. BETWEEN ARBS 3 AND 4 PLACE 8m 1DUCT PVC02 TO PUMP ROOM.
9. AT ARB 4 DIG UP AND EXPOSE THE ABANDONED 4" WATER PIPE AND CUT IT 1m FROM THE PUMP ROOM AND CONNECT BELL CONDUIT.
10. ALL WORK TO BE OPEN TRENCH COMPLETED AT NIGHT DUE TO AREA DEPTH OF COVER.

NOT TO SCALE	STAMP
DATE ISSUED: 8 JAN 2015	

FIDDES CLIPSHAM INC.
Professional Engineering / Land Surveying
16 Mount Pleasant Road South, Suite 101 Haddon Hill, Ontario
905.477.2211 info@fiddesclipsham.com fiddesclipsham.com

CLIENT **BELL CANADA**
ACCESS NETWORK PROVISIONING
FLOOR 7-76 ADELAIDE ST W
TORONTO, ON M5H 1P6

301 FRONT STREET WEST
CN TOWER
STRUCTURE PLACEMENT

PROJECT No. 14-5244	DRAWING No.
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