

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

TRACKING NO.: 2023-165

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

Prepared By:	Joe Corigliano	Division:	Corporate Real Estate Management
Date Prepared:	October 20, 2023	Phone No.:	416-392-1167

Purpose	To obtain authority to enter into a licence agreement with Bell Mobility Inc. (the "Licensee") for the installation of three (3) microcell units on the City-owned property known as 9 Queens Quay W (Jack Layton Ferry Terminal), in order to enhance Bell's cellular signal for the surrounding area (the "Licence Agreement").
Property	The property is municipally known as 9 Queens Quay W and is legally described as being part of PIN 21384-0110 (LT) (the "Property"). See "Appendix B" maps which illustrate the specific parts of the Property to be licensed.
Actions	1. Authority be granted to enter into a new Licence Agreement with the Licensee, substantially on the 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.
Financial Impact	The licence fee to be paid to the City for the full duration of the (4) four, (5) five year terms is estimated to be \$108,000.00 (plus HST) or \$122,040.00 as shown in Appendix "A". The revenue to the City on a fiscal year basis, is listed in the "Major Terms and Conditions" section below. Revenue will be directed to the 2023 Council Approved Operating Budget for Parks, Forestry and Recreation under cost center P12642 The interim Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	The Licensee had approached the City of Toronto in the Spring of 2022, as they received a number of complaints regarding poor cell coverage at the 9 Queens Quay W, Jack Layton Ferry Terminal. Their proposal to staff was to install (3) three, 1ft x 1ft microcells on the ferry terminal structure in order to enhance their signal. Staff have agreed to these microcells at a rate and term defined in Appendix "A". In accordance with the City of Toronto's Telecommunication Tower and Antenna Protocol, licensees with proposals exempted from consultation by Industry Canada are requested to provide information to the City on: the nature of the proposal; the location of the proposal; and the emission levels of the proposal in compliance with the Safety Code Six. The Licensee has provided a letter outlining this requested information to Corporate Real Estate Management and the City Solicitor. Corporate Real Estate Management staff have reviewed the agreement and are satisfied that the terms and conditions of this license are fair, reasonable and at market value.
Terms	See Appendix "A" Major Terms and Conditions of Licence Agreement

Property Details	Ward:	10 – Spadina Fort York
	Assessment Roll No.:	
	Approximate Size:	1 ft x 1 ft (±)
	Approximate Area:	(3 ft ² ±)
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate 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/Licensors):</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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$50,000.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p>Delegated to more senior positions.</p> <p>Delegated to more senior positions.</p>	<p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Acceptance of statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$1 Million.</p> <p><input type="checkbox"/> (b) Request Hearings of Necessity.</p> <p><input type="checkbox"/> (c) Waive Hearings of Necessity.</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>Delegated to more senior positions.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 Million.</p> <p><input type="checkbox"/> Where total compensation does not exceed \$1 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 checked="" type="checkbox"/> (a) Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><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.</p> <p>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</p> <p><input type="checkbox"/> Where total compensation (including options/renewals) does not exceed \$1 Million.</p> <p><input type="checkbox"/> (a) Where total compensation does not exceed \$1 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 \$1 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. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:

- Documents required to implement matters for which each position also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers with such signing authority).

Director, Real Estate Services also has signing authority on behalf of the City for:

- Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.
- 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:	Ausma Malik	Councillor:	
Contact Name:	Ausma Malik	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> X 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 Objection	Comments:	

Consultation with Divisions and/or Agencies

Division:	Parks, Forestry and Recreation	Division:	Financial Planning
Contact Name:	Thomas Kakamousias	Contact Name:	Ciro Tarantino
Comments:	Concurs	Comments:	Concurs

Legal Services Division Contact

Contact Name:	Chris Cieslik
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DAF Tracking No.: 2023- 165	Date	Signature
Concurred with by: Manager, Real Estate Services		
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Niall Robertson	Oct. 24, 2023	Signed by Niall Robertson
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Oct. 24, 2023	Signed by Alison Folosea

APPENDIX "A"

Major Terms and Conditions of the Licence Agreement

Licensee: Bell Mobility Inc.

Property/Licensed Premises: Portions of the exterior ferry terminal structure at 9 Queens Quay W (Jack Layton Ferry Terminal). The Licensee accepts the *Licensed Premises* in their "as is" and "where is" condition, and acknowledges that the City makes no representation and gives no warranty with respect to the *Lands* or the *Licensed Premises* as to the fitness for the Licensee's purposes or the condition, quality, merchantability or utility thereof.

Site/Use: approximately (3) 1ft by 1ft microcells, total of 3 square feet of space on the ferry terminal structure. The installation of these microcell units is to enhance Bell's cellular signal for the surrounding area.

Term: Five (5) years, commencing on December 1, 2024, and expiring on December 31, 2028.

Extension Term: Licensee shall have three (3) options to extend the Licence for a period of five (5) years each for the Licensed Premises, on the same terms and conditions as this Agreement, except that the licence fee shall be equal to comparable market rates.

Base Licence Fee: \$1,800.00 plus HST per annum per cell for the initial Term. It is the intent of this Agreement that it shall be completely net and carefree to the City of all expenses.

Year	3 Cells @ \$1,800 each	HST	Total
2023	\$5,400.00	\$702.00	\$6,102.00
2024	\$5,400.00	\$702.00	\$6,102.00
2025	\$5,400.00	\$702.00	\$6,102.00
2026	\$5,400.00	\$702.00	\$6,102.00
2027	\$5,400.00	\$702.00	\$6,102.00
2028	\$5,400.00	\$702.00	\$6,102.00
2029	\$5,400.00	\$702.00	\$6,102.00
2030	\$5,400.00	\$702.00	\$6,102.00
2031	\$5,400.00	\$702.00	\$6,102.00
2032	\$5,400.00	\$702.00	\$6,102.00
2033	\$5,400.00	\$702.00	\$6,102.00
2034	\$5,400.00	\$702.00	\$6,102.00
2035	\$5,400.00	\$702.00	\$6,102.00
2036	\$5,400.00	\$702.00	\$6,102.00
2037	\$5,400.00	\$702.00	\$6,102.00
2038	\$5,400.00	\$702.00	\$6,102.00
2039	\$5,400.00	\$702.00	\$6,102.00
2040	\$5,400.00	\$702.00	\$6,102.00
2041	\$5,400.00	\$702.00	\$6,102.00
2042	\$5,400.00	\$702.00	\$6,102.00
Total	\$108,000.00	\$14,040.00	\$122,040.00

Other Terms:Termination:

Upon completion of the first *Extension Term*, the City shall have the right to terminate the Licence, upon giving at least one (1) year notice (the "*City's Termination Notice*") to the Licensee of such termination. The *City's Termination Notice* shall specify the termination date (the "*City's Termination Date*").

APPENDIX "A" CONTINUED

Notwithstanding any other provisions of this Licence, the Licensee shall have the right to terminate this Licence on written Notice of ninety (90) days to the City for specific reasons set out in the Licence Agreement.

Insurance: The Licensee shall at no cost whatsoever to the City, and at all times during the *Term* and any extension or overholding thereof, shall maintain at its own expense the following policies of insurance for the Licensed Premises:

Commercial General Liability Insurance, provided that the policy: is in the amount of not less than five million dollars (\$5,000,000.00) per occurrence (and in the annual aggregate for contractual liability and products and completed operations) against *Claims* for personal or bodily injury, death, or property damage suffered by others arising in connection with the *Licensee's Equipment* or out of the operations of any *Licensee Representatives*, indemnifying and insuring the *City Representatives* as additional insureds (except under non-owned automobile liability), but only for the Licensee's legal liability arising from the performance of this Agreement;

"all risk" property (including flood) in an amount equal to one hundred (100) percent of the full replacement cost insuring all property owned by the Licensee or for which the Licensee is legally liable or installed by or on behalf of the Licensee, including, without limitation, the Licensee's Equipment; and

such other insurance as may be reasonably required by the City at any time.

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APPENDIX "B"

