

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

TRACKING NO.: 2020-179

Approved pursuant to the Delegated Authority contained in Item EX27.12, as adopted by City Council on October 2, 3 & 4, 2017, as amended by Item GM27.12, as adopted by City Council on May 22, 23 & 24, 2018 and Item GL9.14, as adopted by City Council on November 26 & 27, 2019 or, where applicable, contained in Item EX28.8, as adopted by City Council on November 7, 8 & 9, 2017.

Prepared By:	Avery Carr	Division:	Corporate Real Estate Management
Date Prepared:	June 29, 2020	Phone No.:	647-458-1934

Purpose	To obtain authority for the City of Toronto (the "City"), as licensee, to enter into a license agreement (the "License") with Toronto Community Housing Corporation (the "Licensor"), for the purpose of a temporary emergency shelter facility comprising 86 vacant units in the buildings municipally known as 325 and 355 Gerrard Street East, and 274 and 295 Sackville Street, City of Toronto.
Property	<p>325 Gerrard Street, Units 102, 203, 204, 205, 206, 207, 209, 304, 305, 306, 307, 308, 309, 401, 404, 407, 408, 501, 505, 508, 510, 511, 512, 602, 603, 604, 605, 609, 611, 612, 614</p> <p>355 Gerrard Street, Units 103, 105, 109, 110, 112, 201, 202, 209, 210, 213, 301, 302, 304, 305, 307</p> <p>274 Sackville Street, Units 106, 109, 110, 201, 203, 204, 205, 207, 210, 310, 312, 401, 402, 409, 410, 411, 412, 503, 504, 506, 603, 604, 605, 607, 609</p> <p>295 Sackville Street, Units 103, 106, 108, 109, 110, 111, 112, 115, 203, 209, 210, 302, 308, 314, 315</p>
Actions	<ol style="list-style-type: none"> Authority be granted to enter into the License with the Licensor, to license 86 vacant units at the Property for a term of six (6) months and one (1) day, commencing June 30, 2020, and ending on December 31, 2020, substantially on the major terms and conditions set out in Appendix "A", and including such other terms and conditions as may be deemed appropriate by the Deputy City Manager, Corporate Services ("DCM") and in a form acceptable to the City Solicitor.
Financial Impact	<p>The City is required to reimburse the Licensor for work as detailed in the License, to a maximum amount of \$400,000 (plus HST) or \$407,040 (net of HST recoveries). The City shall also be responsible for any further repairs required in the opinion of the City to make the Property habitable for City clients.</p> <p>The City is not required to pay any license fee to the Licensor for the duration of the term and shall not be responsible for repair costs to fire and life safety systems; or any other operating costs, realty taxes, utilities, repairs, maintenance and/or replacements.</p> <p>The expenditures outlined above reflect COVID-19 related financial impacts which are being tracked and monitored corporately. The immediate and short-term impacts will be funded by leveraging and/or redirecting federal/provincial funding with longer term financial impacts anticipated to be funded from the COVID-19 recovery fund.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>
Comments	<p>As a result of the COVID-19 pandemic and the City of Toronto's state of emergency, the City is experiencing an unprecedented demand for shelter and respite services for its residents. The Property consists of 86 vacant units in 4 different buildings in Regent Park. The Property will be used for the purposes of a temporary emergency shelter facility, including but not limited to, meeting the needs of physical distancing obligations, isolation and/or recovery of the clients of the City, or such other shelter needs of the City. The facility may be operated by a service provider as deemed appropriate by SSHA.</p> <p>As a component of SSHA's emergency response efforts to the COVID-19 pandemic, SSHA has received SLT approval to activate 275 temporary apartment units to support physical distancing, isolation and recovery needs within the shelter system. This location comprises a component of such 275 apartment units.</p> <p>SSHA has approved this License and confirmed that the terms and conditions are fair, reasonable and aligned with the service needs required to support the City's response efforts to the COVID-19 pandemic. Corporate Real Estate Management staff consider the terms and conditions of this proposed License to be fair, reasonable and reflective of market rates.</p>
Terms	Refer to Appendix "A" for the major Terms and Conditions.

Property Details	Ward:	13 – Toronto Centre
	Assessment Roll No.:	
	Approximate Size:	
	Approximate Area:	
	Other Information:	

A.	Manager, Real Estate Services has approval authority for:	Director, Real Estate Services has approval authority for:
<p>1. Acquisitions:</p> <p>2. Expropriations:</p> <p>3. Issuance of RFPs/REOIs:</p> <p>4. Permanent Highway Closures:</p> <p>5. Transfer of Operational Management to Divisions and Agencies:</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/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 \$50,000.</p> <p><input type="checkbox"/> Statutory offers, agreements and settlements where total compensation does not cumulatively exceed \$50,000.</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"/> 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 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 checked="" 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/Estoppels/Certificates</p> <p><input type="checkbox"/> (f) Objections/Waivers/Caution</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 he or she also has delegated approval authority.
- Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager 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.

Consultation with Councillor(s)											
Councillor:	Kristyn Wong-Tam					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:	Shelter, Support and Housing Administration					Division:	Financial Planning				
Contact Name:	Paul Fischer					Contact Name:	Filisha Jenkins				
Comments:	No concerns (June 29, 2020)					Comments:	Comments incorporated (June 25, 2020)				
Legal Division Contact											
Contact Name:	Soo Kim Lee (416-392-1246)										

DAF Tracking No.: 2020- 179	Date	Signature
<input type="checkbox"/> Recommended by: Manager, Acquisitions and Expropriations <input type="checkbox"/> Approved by: Daran Somas	June 30, 2020	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Transaction Services Alison Folosea	June 30, 2020	Signed by Alison Folosea

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. In the event of a vacancy in the Ward in which the subject property is located, the Mayor's office shall be consulted in the alternative.
- (b) Where approving power has been delegated to staff, the Deputy City Manager, Corporate Services, in consultation with any other 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 being available from third party sources, except for "Strategic Property Acquisitions" as set out in EX44.22 adopted by Council August 25, 26, 27 and 28, 2014, which identifies alternative funding mechanisms subject to additional approval requirements.
- (e) Property interests are to be based on appraised market value and no interest shall be granted for an amount less than the appraised market value, nor additional compensation paid, unless specifically authorized by City Council.
- (f) Authority to approve any transaction 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, except for property acquisitions of 50M² or less for transit shelter purposes.
- (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 as defined in the *Toronto Waterfront Revitalization Corporation Act, 2002* 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 of City Planning, 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 Licences (City as Licensor) is limited to periods (including options/renewals) of less than twenty-one (21) years, as leases of 21 years or more may be authorized based on the delegated Approving Authority for disposals in **A.7**.
- (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, including ancillary agreements, 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) 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.
- (aa) All residential leasing documents shall adhere to the *Residential Tenancies Act, 2006* and any successor legislation.
- (bb) Despite GC(n), Approving Authority in residential leasing matters is not limited to periods of less than twenty-one (21) years and total compensation in residential leasing matters where the City is landlord is to be calculated based on an assumed term of ten years unless the lease term expressly identified therein is longer.
- (cc) Where Approving Authority has been delegated to the Manager level, such authority shall be conditional upon the Manager first having secured the written concurrence of a second Manager within the Real Estate Services Division.
- (dd) Where the City is transacting with a public agency, and such agency requires that an unqualified environmental indemnity be granted by the City, the authority to acquire property includes authority to grant such an indemnity, provided that the Phase I and Phase II environmental site assessments undertaken on behalf of the City have identified no significant environmental impacts or human health threats, with no, or minor action required ("Low Risk").

Appendix "A"

Major Terms and Conditions

Licensor: Toronto Community Housing Corporation

Premises: **325 Gerrard Street**, Units 102, 203, 204, 205, 206, 207, 209, 304, 305, 306, 307, 308, 309, 401, 404, 407, 408, 501, 505, 508, 510, 511, 512, 602, 603, 604, 605, 609, 611, 612, 614

355 Gerrard Street, Units 103, 105, 109, 110, 112, 201, 202, 209, 210, 213, 301, 302, 304, 305, 307

274 Sackville Street, Units 106, 109, 110, 201, 203, 204, 205, 207, 210, 310, 312, 401, 402, 409, 410, 411, 412, 503, 504, 506, 603, 604, 605, 607, 609

295 Sackville Street, Units 103, 106, 108, 109, 110, 111, 112, 115, 203, 209, 210, 302, 308, 314, 315

Term: The Term shall commence on June 30, 2020 and end on December 31, 2020.

Costs: The City is not required to pay any base License Fee to the Licensor for the duration of the term.

The City is required to reimburse the Licensor for work as detailed in the License, including appliances, gas meters, gas connections, re-keying and unit turn over costs, to a maximum amount of \$400,000. The City shall also be responsible for any further repairs required in the opinion of the City to make the Property habitable for City clients.

The City shall not be responsible for repair costs to fire and life safety systems, and is not responsible for any other operating costs, realty taxes, utilities, repairs, maintenance and/or replacements.

Use: The Premises shall be used by the City and/or the Community Operator and its/their Authorized Member(s) (as defined herein) only for "short term living accommodation as an emergency shelter facility" for City clients, with such related services or other assistance as are considered appropriate by the City from time to time. The City and/or any Community Operator shall have access to the Premises seven (7) days a week, twenty-four (24) hours a day, during the Term and any extension thereof. Without limiting the generality of the foregoing, the Licensor acknowledges that the City shall be entitled at any time and from time to time, on prior written notice to the Licensor, but without requiring the Licensor's consent or any further compensation to the Licensor, to sub-licence or otherwise grant or permit, directly or indirectly, the use and operation of the Premises or part thereof to or by the Community Operator at any time and from time to time, upon such terms and conditions, including duration of occupancy and operational structure, as the City, in its sole discretion, considers appropriate provided that the City shall continue to remain responsible for all obligations under this Licence. The "short term living accommodation provided as an emergency shelter" for City clients will be in accordance with Section 5(f) of the *Residential Tenancies Act* (Ontario) ["RTA"]; the RTA does not apply for such use.

Licensor's Work:

The Licensor shall undertake the work set out in Schedule C of the License ("Licensor's Work"), to be completed to the satisfaction of the Executive Director, Corporate Real Estate Management in consultation with the General Manager, Shelter, Support and Housing Administration or their delegates or successors (collectively referred to as "City Personnel") acting reasonably.

(a) The Licensor shall ensure:

(i) the Premises shall be cleaned including the removal of all chattels;

(ii) fire & life safety systems are fully operational and related maintenance and monitoring are provided; including:

(A) Building Fire Safety Plan document, and

(B) Annual Inspection Reports for:

- Fire Alarm system,
- Emergency Lighting / Generator,
- Fire Extinguishers,

- Standpipe Hose system (if applicable),
- Sprinkler system (if applicable), and
- Kitchen Suppression system (if applicable).

- (b) The parties acknowledge that the Licensor will be demolishing the Premises following the expiration of the Term, and consequently:
- (i) the Licensor shall not be required to make replacements to any portion of the Premises, as long as the condition of the Premises will meet fire, life and safety standards and be sufficient to ensure normal day-to-day operation; and
- (ii) the Licensor shall be required only to maintain the Premises in a state of working order, to fire, life and safety standards, and shall not be required to use any higher class or quality of materials or expend any non-essential sums.
- (c) The Licensor will provide a property manager on call to manage the building systems who shall be callable by the contact person for whom the 24 hour/7 day a week number set out under Section 15.1 hereof is provided.
- (d) If requested by the City, the Licensor's Work shall begin promptly upon the execution of this Licence by the City, and shall be completed expeditiously.
- (e) The parties mutually acknowledge that Licensor's Work may not be fully completed on or before the Commencement Date and that until such time as the Licensor's Work is completed to the satisfaction of City Personnel, acting reasonably (such that if any incomplete Licensor's Work will not materially impact the City's use of the Premises), such incomplete items shall not delay the commencement of Term.

Additional
Licensor
Work:

- (a) The Licensor shall at all times:
- (i) maintain landscaping of the exterior grounds comprising the Premises as well as for snow removal and salting of sidewalks and/or paths leading to the Premises as directed by the City;
- (ii) advise the City of the pick-up days and process for garbage collection and arrange personnel to move all garbage bins and recycling bins to the curb and back; and
- (iii) be responsible for all costs, if any, relating to the removal of recycling and organic waste from the Premises, as well as garbage.
- (b) Except as otherwise set out in this License Agreement, the Licensor shall operate, repair and maintain the Buildings in accordance with its usual standards. The City shall request any repair and maintenance in accordance with the protocol attached as Schedule D to the License.
- (c) The City shall repair any damage caused to the Units or the Buildings by the City Clients, provided that on the termination of this License, the City shall repair damage to the Units only to the extent set out in Section 5.1 (b), or in the case of damage to the Buildings or any part of the Units which affects the residential tenants of the Licensor who remain in the Buildings after the termination of this License, the City shall repair damage to the Buildings or such part of the Units which affects the use and enjoyment of their units by the residential tenants of the Licensor who remain at the premises.
- (d) The Licensor will not be required to repair damage that the City is required to insure except where the damage or injury arises out of the negligence of the Licensor, its directors, officers, employees and agents and those for whom in law it is responsible.

City Obligations:

Operations

- (a) The City shall be responsible for keeping all garbage, trash, rubbish or refuse in rat-proof containers until removed.
- (b) (i) The City at its option, may make minor repairs and alterations to the Premises, without the Licensor's consent.

(ii) The City shall not make alterations to the Premises that require a building permit or that involve change to the structure of the building systems of the Premises without the Licensor's prior written approval, which shall not be unreasonably withheld or delayed.

Community Operator

- (a) The City may appoint a community agency, operator, person, organization, manager or other entity or any combination thereof, whether for profit or non-profit, to use, manage, operate and/or occupy the Premises for the purposes set out in this License Agreement, to be selected and approved by the City in its sole discretion, subject to Section 6.2 (b) below (the "Community Operator").
- (b) If the Licensor has concerns, acting reasonably, that Community Operator is not managing the Premises in a responsible and professional manner and in accordance with all provisions of the License Agreement, the Licensor shall provide notice of such concerns to the City. In such case, the City shall communicate such concerns to the Community Operator and require that concerns be rectified, to the satisfaction of the Licensor, acting reasonably. If requested by the Licensor, the City shall require a meeting between the Community Operator, the City and the Licensor, and require Community Operator to provide a proposed plan to address concerns, satisfactory to the Licensor, acting reasonably. The City shall require the Community Operator to respond to further concerns or implement the aforesaid plan so long as the Licensor continues to have such concerns, acting reasonably.
- (c) If problems arise with respect to any City Client or any one permitted by a City Client to be in the Buildings, the Licensor shall contact the City and the Community Operator who will provide appropriate support, consultation and intervention with the City Client as required to resolve such problems to the Licensor's satisfaction, acting reasonably. The City and Community Operator shall provide the Licensor with a proposed plan, satisfactory to the Licensor acting reasonably, establishing the actions to be taken to remediate the problem(s) and shall take all reasonable steps to ensure such actions are undertaken and completed. Where the actions of the City Client are not remedied within a reasonable period, in the opinion of the Licensor, acting reasonably and the actions of the City Client are interfering with the reasonable enjoyment or safety of the residential tenants of the Licensor in the Buildings, such that the Licensor is not in compliance with its obligations to its residential tenants under the RTA, the City shall remove the City Client from the Buildings permanently.

Community Operator's Responsibilities

The Sub-licence Agreement between the City and the Community Operator shall require the Community Operator to:

- (a) provide staffing support during regular business hours;
- (b) provide to the Licensor and the City the schedule and contact details of the Community Operator's manager;
- (c) maintain a point of contact who shall be available on a 24 hour a day/7 day a week basis who will respond to any urgent or emergent communication from the Licensor within two (2) hours of receiving such communication;
- (d) respond to any non-urgent or emergent communication from the Licensor within twenty-four (24) hours of receiving such communication; and
- (e) to provide to the Licensor a City Client conflict resolution policy and procedures.

Welcome Document to be signed by City Clients

The Sub-licence agreement between the City and the Community Operator shall require the Community Operator to cause each City Client to execute a Welcome Document, which shall include an acknowledgment that the premises are being provided as short-term accommodation as a temporary shelter under Section 5(f) of the RTA, and use by the City Client does not create a landlord-tenant relationship with any party, that the program will end on December 15, 2020 and the City Clients must move-out of the Units by December 15, 2020, or sooner. Clients who have not secured permanent housing by December 15, 2020 will be re-located to the City's shelter system. The Welcome document shall be executed in the form and substance attached to the Licence Agreement as Schedule E. The Sub-licence agreement between the City and the Community Operator shall require the Community Operator to provide to the Licensor and to the

City, copies of the Welcome document, substantially in the form attached as Schedule E, signed by each City Client. The Welcome document was reviewed and revised by the Municipal Law group, to deal with privacy concerns.

COVID-19 Screening Document

The Sub-license agreement between the City and the Community Operator shall require the Community Operator to screen City Clients, by use of a COVID-19 document based on Public Health Ontario Criteria, and to provide written confirmation to the Licensor from time to time that none of such Screening Documents disclosed any indications of a possible COVID 19 infection, provided the Community Operator shall not be obliged to disclose any information protected by any applicable privacy laws.

City Client Selection

- (a) Before referring any City Client to the Community Operator for occupancy at the Premises, the City shall conduct an assessment of the City Client's acuity/capacity using the support assessment tool attached as Schedule "F to the License";
- (b) All City Clients identified for referral to the Community Operator under this License shall be classified as "low-barrier" and capable of living independently with the assistance provided by the Community Operator.
- (c) City Clients are not eligible for referral to the Community Operator through this License if they require special care because of a cognitive or physical limitation and where such cognitive or physical limitation would make the City Client incapable of evacuating the Building or the Premises without assistance.
- (d) The City shall establish a protocol for referral of City Clients to the Community Operator. This protocol shall communicate any issues or concerns to the Community Operator and identify follow up needs.

Insurance: The City shall maintain:

- (a) all risks (including flood and earthquake) property insurance in an amount equal to one hundred (100%) percent of the full replacement cost which will include the Licensor and its mortgagee as additional insureds and will insure:
 - (i) the Buildings; the Licensor and applicable mortgagee is to be added as an additional insured and loss payee;
 - (ii) all property owned by the City or for which the City is legally liable or installed by or on behalf of the City, or located on the Premises including, without limitation, leasehold improvements, chattels, furniture, office equipment, equipment, fixtures, contents;
 - (iii) coverage for contingent liability from the enforcement of building by-laws including the demolition and replacement of undamaged portions of the buildings or structures and increased costs of construction; and
 - (iv) coverage for the repair and replacement of boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus on a broad form.
- (b) commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury and property damage in or about the Buildings, contractual liability, licensee's legal liability, non-owned automobile liability, and owner's and contractor's protective liability, in amounts which are from time to time acceptable to a prudent licensee in the community in which the Premises is located, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS in respect of each occurrence.

Policies for such insurance shall (i) for physical damage policies only, contain a waiver of subrogation clause in favour of the Licensor, and contain a standard mortgage clause as required by any mortgagee, (ii) not call into contribution any other insurance available to Licensor, and (iii) contain a severability of interests clause and a cross-liability clause, where applicable.

The City will deliver to the Licensor certificate(s) of insurance in a form that contains sufficient detail to clearly evidence that the City has taken out the insurance required under this Licence and is in compliance with its obligations, requirements and agreements set out in section 8.1 of this Licence.

Notwithstanding the obligations of the City to maintain the insurance coverage required by this Section, nothing in this Licence shall limit the City's liability to the extent of such coverage.