

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

TRACKING NO.: 2021-042

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:	January 27, 2021	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a license agreement with Scarborough Town Centre Holdings Inc. (the "Licensor") with respect to part of the property municipally known as 300 Borough Drive, Toronto for the purpose of operating a Toronto Public Health ("TPH") immunization clinic (the "Licence Agreement") .
Property	A portion of Unit 0001, 300 Borough Drive, Toronto, Ontario, comprising approximately 31,871 sq ft. of space (the "Licensed Area").
Actions	1. Authority be granted to enter into the Licence Agreement with the Licensor, 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.
Financial Impact	<p>The total cost to the City is approximately \$119,000.00 (plus HST) or \$121,094.40 (net of HST recoveries).</p> <p>Funding has been referred to the City's annual budget process and has been included in the 2021 Operating Budget Submission for Toronto Public Health under cost centre PH4082, Functional Area Code 717000000 for Council consideration. These expenditures will be included in the funding being requested from the Province.</p> <p>The Chief Financial Officer and Treasurer has been provided the financial impacts associated with this program for review as part of the 2021 budget process.</p>
Comments	<p>Pursuant to a directive from the Medical Officer of Health for the City of Toronto, TPH plans to hold public immunization clinics to administer vaccination against the COVID-19 virus. TPH has identified 5 principal locations to serve different geographic areas of the city, which will be supplemented by smaller locations in areas of need. This location at the Scarborough Town Centre serves the east area of the city.</p> <p>This program is essential to stopping the spread of COVID-19 and protecting the population from its harmful effects. Immunization is going to play a key role in stopping the pandemic globally, and widespread immunization will reduce cases of infection and decrease the burden on the health care system.</p> <p>The Licensor has agreed to forego the license fee for the City's occupancy of the Licensed Area during the term of the Licence Agreement. In lieu of the license fee, the Licensor requires the City to reimburse the Licensor for its cost incurred in preparing the Licensed Area for the City's use (the "Licensor's Works").</p> <p>The proposed costs for the Licensor's Work, operating costs and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.</p>
Terms	See Appendix "A".

Property Details	Ward:	21 – Scarborough Centre
	Assessment Roll No.:	19 01 051 730 002 00
	Approximate Size:	
	Approximate Area:	2960.9128 m ² ± (31,871 ft ² ±)
	Other Information:	Approximately 1/3 of former Sears retail store

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 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/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 (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.

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:	Michael Thompson	Councillor:	
Contact Name:	Debbie Gedz	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 concerns (1/27/2021)	Comments:	

Consultation with Divisions and/or Agencies

Division:	Toronto Public Health	Division:	Financial Planning
Contact Name:	Ameeta Mathur	Contact Name:	Patricia Libardo
Comments:	No concerns (1/28/2021)	Comments:	Revisions incorporated (1/28/2021)

Legal Services Division Contact

Contact Name:	Shirley Chow
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DAF Tracking No.: 2021-042	Date	Signature
Concurred with by: Manager, Real Estate Services		X
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Jan. 28, 2021	Signed by Daran Somas
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	Jan. 28, 2021	Signed by Alison Folosea

Appendix "A" – Major Terms and Conditions of the Licence Agreement

Licensor:	Scarborough Town Centre Holdings Inc.										
Licensee:	City of Toronto										
Licensed Area:	Approximately one-third of the unit described as Unit 0001 located at 300 Borough Drive, Toronto, Ontario, comprising approximately 31,871 sq. ft.										
Reimbursement Fee for Licensor's Work:	<p>Seventy-Five Thousand Dollars (\$75,000.00) plus HST, payable monthly in equal monthly instalments of Fifteen Thousand Dollars (\$15,000.00) per month (plus HST), payable as follows:</p> <table border="0" style="margin-left: 20px;"> <tr> <td>March 1, 2021</td> <td>\$15,000.00 plus HST</td> </tr> <tr> <td>April 1, 2021</td> <td>\$15,000.00 plus HST</td> </tr> <tr> <td>May 1, 2021</td> <td>\$15,000.00 plus HST</td> </tr> <tr> <td>June 1, 2021</td> <td>\$15,000.00 plus HST</td> </tr> <tr> <td>July 1, 2021</td> <td>\$15,000.00 plus HST</td> </tr> </table>	March 1, 2021	\$15,000.00 plus HST	April 1, 2021	\$15,000.00 plus HST	May 1, 2021	\$15,000.00 plus HST	June 1, 2021	\$15,000.00 plus HST	July 1, 2021	\$15,000.00 plus HST
March 1, 2021	\$15,000.00 plus HST										
April 1, 2021	\$15,000.00 plus HST										
May 1, 2021	\$15,000.00 plus HST										
June 1, 2021	\$15,000.00 plus HST										
July 1, 2021	\$15,000.00 plus HST										
Operating Costs:	<p>The City shall pay all charges for utilities used by the City in the Licensed Area, based on the City's proportionate share. The estimated monthly costs for utilities are as follows:</p> <p>Electricity charges \$7,700.00 per month (plus HST) Water charges \$300.00 per month (plus HST) Total \$8,000.00 per month (plus HST)</p>										
Term:	5 months and 14 days, commencing approximately on February 15, 2021 (provided that the Licensor has obtained all approvals, if any, required by the City for the issuance of any occupancy permit, or such earlier date as may be mutually agreed if occupancy is permitted earlier), and expiring July 31, 2021.										
Use:	To operate a medical immunization clinic providing a COVID-19 Immunization Clinic for the general public, to be open 7 days a week during the hours of 9:00 am and 10:00 pm.										
Licensor's Work:	<p>The Licensor is not required to provide any materials or do any work, save and except the work set out in below (collectively, the "Licensor's Work"):</p> <ul style="list-style-type: none"> - Supply and install 220"L X 8"H fast fence - Supply and install 220 linear feet of fire resistant tarp ceiling hung over fast fence - Repair, patch, and paint interior columns and perimeter walls - Floor grinding, patching misc. holes and cleaning cap and make safe electrical - Repair stairwell and exterior doors - Replace broken exterior window - Electrical – repair lamps/and or ballast including lens for fluorescent lamps (stairwell lighting, emergency exit signs, column receptacles) - Complete fire system repairs as per deficiency report dated January 13, 2021 and issued by Classic Fire Protection Inc. - Repair electrical room doors - Sinks – all to be deep cleaned - Ceiling – areas where required to be deep cleaned from dust/debris <p>The Licensor's Work shall be completed in good and workman like manner, to the satisfaction of the City, acting reasonably, prior to the Commencement Date. If the Licensor's Work is not completed by the Commencement Date, the City shall have the right, at its option, to take possession of the Licensed Area or to extend the Commencement Date, with a corresponding change to the expiry date.</p>										
Maintenance and Repairs:	Subject to the completion of the Licensor's Work, the City accepts the Licensed Area in an "as is" condition, with all maintenance and cleaning of the Licensed Area to be the City's responsibility; save and except for the maintenance of the fast fence, which is to be supplied, installed and maintained by the Licensor.										
Insurance:	The City shall maintain a) all risk property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, all leasehold improvements and all property; b) liability insurance on an occurrence basis, against claims for bodily injury (including death), personal injury and property damage in or about the Licensed Area, contractual liability, liquor liability insurance (if liquor is permitted by Licensor to be served on the Licensed Area), medical malpractice liability, tenant's or occupant's legal liability, non-owned automobile liability, and owner's and contractors' protective liability, on a comprehensive basis and in amounts which are from time to time acceptable to a prudent tenant or occupant in the community in the Lands, but not less than \$5,000,000.00, or such other amount in excess thereof available to City, in respect of each occurrence; and c) any other form of insurance, in such amounts and against such risks, as Licensor may in its discretion reasonably require.										

Policies for such insurance shall: (i) be in a form, on terms and with an insurer approved by Licensor; (ii) require at least 30 days' written notice to Licensor of termination or material alteration during the License Period; (iii) contain a provision that the City's insurance is primary; (iv) not call into contribution any other insurance available to Licensor; (v) contain a severability of interests clause and a cross-liability clause, where applicable and shall not contain a co-insurance clause; and (vi) add Licensor, its manager and its mortgagees, and any persons designated by Licensor, as additional insureds.

Mutual Release:

(a) Release of Licensor – The City hereby releases Licensor and its directors, officers, shareholders, employees and agents from any and all liability for loss or claim, including all resulting consequential and indirect losses, as a result of loss, damage or injury to the property and persons of the City and its employees, and whether or not such loss or claim may have arisen out of the negligence of Licensor or those for whom Licensor is in law responsible, to the extent which the City is indemnified under any insurance which it is obligated to obtain pursuant to this Agreement or of which it would have been indemnified had it obtained such insurance, and the City agrees to indemnify and hold harmless Licensor and its directors, officers, shareholders, employees and agents from any loss, cost, damage, expense, suit, action and demand relating to such claim or loss, including all resulting consequential and indirect losses of the City and any claims or losses relating to any loss, cost, damage, expense, suits actions, demand or claims of any third party arising from the administration of the COVID-19 vaccine, but otherwise excluding other claims or losses relating to any loss, cost, damage, expense, suits, actions, demand or claims of any third party, or clients or customers of the City, to the extent which the City is indemnified under any insurance which it is obligated to obtain pursuant to this Agreement or of which it would have been indemnified had it obtained such insurance.

(b) Release of City - Licensor hereby releases the City and its directors, officers, shareholders, employees and agents from any and all liability for loss or claim, including all resulting consequential and indirect losses, as a result of loss, damage or injury to the property and persons of Licensor and its employees, and whether or not such loss or claim may have arisen out of the negligence of the City or those for whom the City is in law responsible, and Licensor agrees to indemnify and hold harmless the City and its directors, officers, shareholders, employees and agents from any loss, cost, damage, expense, suit, action and demand relating to such claim or loss, including all resulting consequential and indirect losses of Licensor, excluding such claims or losses relating to any loss, cost, damage, expense, suit, action or demand of or by third parties, or clients or customers of Licensor.

Mutual Indemnities:

(a) Indemnity of Licensor – The City indemnifies and holds harmless Licensor, its directors, officers, shareholders, employees and agents from any and all claims, demands and costs for damage and injury, including death, to the person or property of any person, firm or corporation, (except for Licensor and its employees) arising out of the City's use of or operations in the Licensed Area, including the Lands, except where the damage or injury arises out of the negligence of Licensor, its directors, officers, employees and agents and those for whom in law it is responsible and to the extent which the City is indemnified under any insurance which it is obligated to obtain pursuant to this Agreement or of which it would have been indemnified had it obtained such insurance.

(b) Indemnity of City - Licensor indemnifies and holds harmless the City, its directors, officers, shareholders, employees and agents from any and all claims, demands and costs for damage and injury, including death, to the person or property of any person, firm or corporation, (except for the City and its employees) arising out of Licensor's operations in the Lands, except where the damage or injury arises out of the negligence of the City, its directors, officers, employees and those for whom in law it is responsible or any other licensees, tenants or persons in the Lands.

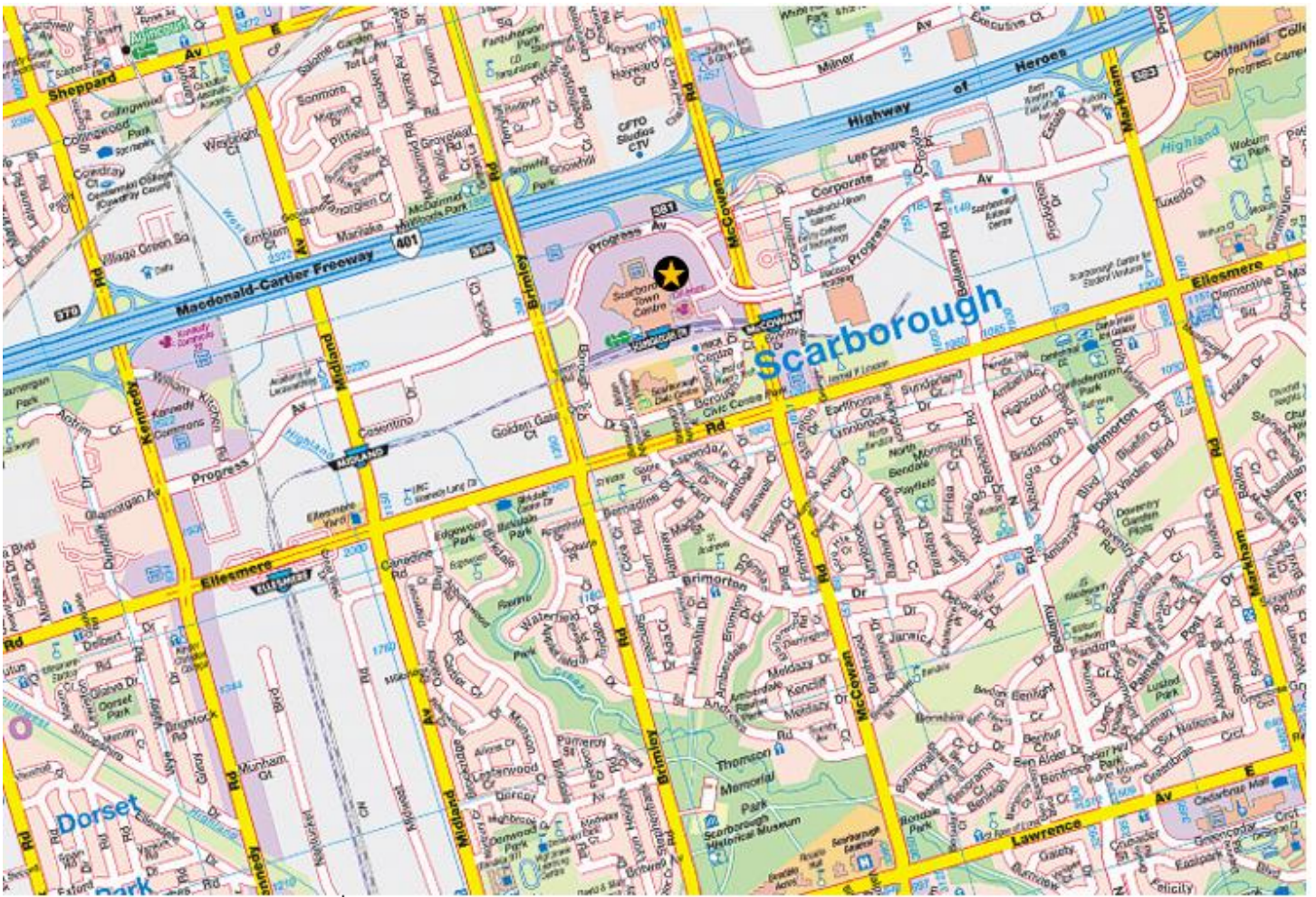
Default:

If:

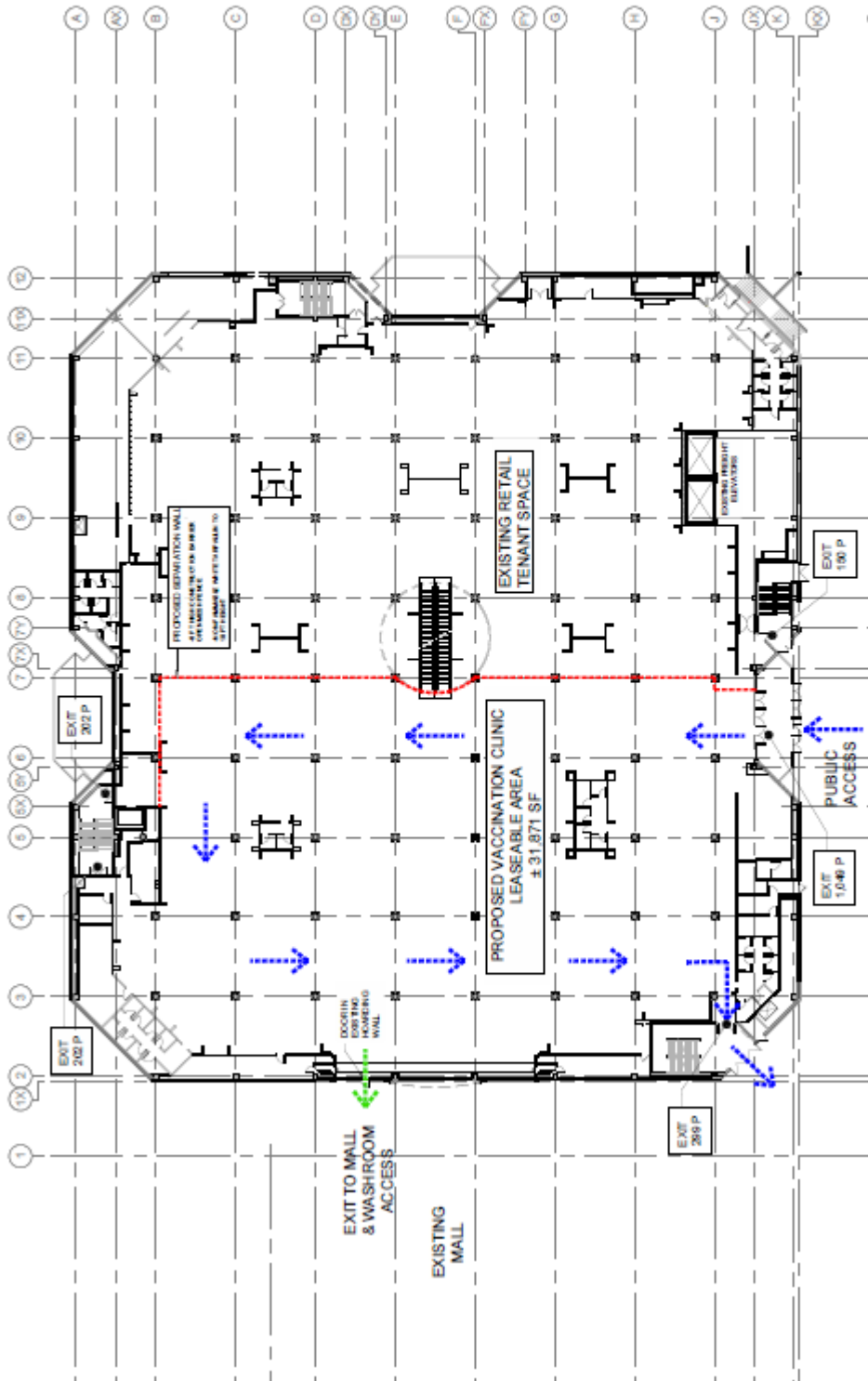
- (a) the City fails to pay any amounts payable pursuant to this Agreement when due; or
- (b) the City fails to observe or perform any of the other terms, obligations or conditions of this Agreement to be observed or performed by the City or is otherwise deemed to be in default hereunder,

and the City does not cure such default within seven (7) days of receipt of written notice from Licensor, then, in addition to any other rights or remedies Licensor has pursuant to this Agreement or at law, Licensor may, at its option, terminate this Agreement, exclude the City from the Licensed Area, and re-enter and repossess the Licensed Area without prejudice to Licensor's other rights and remedies including the right to recover monies due and owing by the City under this Agreement as at the date of termination of the Licence Period. In such event, the City shall vacate the Licensed Area in accordance with the terms of this Agreement and shall have no further rights or entitlement with respect to it. The City shall pay to Licensor on demand all costs (including legal fees and disbursements on a substantial indemnity basis) incurred by Licensor in enforcing any of the obligations of the City under this Agreement and in obtaining possession of the Licensed Area after default of the City.

Appendix "B" – Location Map



Appendix "C" – Approximate Floor Plan



						PROJECT: OXFORD STC Sears & Phase 1B - Toronto, ON SHEET TITLE: FLOOR PLAN - LEVEL 2 SCALE: NTS DRAWN BY: LP DATE: JAN 08, 2021 PROJECT NO: 3557	
				SKETCH NO: A-SK-35 REVISION: R19 PROJECT NO: REFER:			