

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

TRACKING NO.: 2021-264

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:	September 22, 2021	Phone No.:	(416) 338-1297

Purpose	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Yorkdale Shopping Centre Holdings Inc. (the "Licensor") with respect to Unit No. CRU17 located in the property municipally known as Yorkdale Shopping Centre, 3401 Dufferin St, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") immunization clinic.
Property	Unit No. CRU17, 3401 Dufferin St, Toronto, ON M6A 2T9, which shall comprise of approximately 2,334 sq. ft. of space (the "Licensed Area"), as shown on the Location Map in Appendix "B".
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	There are no financial implications to the City. The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
Comments	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. 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. The proposed costs for the operating costs and other major terms and conditions of the Licence Agreement are considered to be fair, reasonable and reflective of market rates.
Terms	See Appendix "A" for the Major Terms and Conditions of the Licence Agreement.

Property Details	Ward:	8 – Eglinton-Lawrence
	Assessment Roll No.:	1908 043 560 03100
	Approximate Size:	
	Approximate Area:	216.84 m ² ± (2,334 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 checked="" 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 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:
<ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • 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			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
Consultation with Councillor(s)			
Councillor:	Mike Colle	Councillor:	
Contact Name:	Mike Colle	Contact Name:	
Contacted by:	Phone <input checked="" type="checkbox"/> E-Mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>	Contacted by:	Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Memo <input type="checkbox"/> Other <input type="checkbox"/>
Comments:	No concerns (09/22/2021)	Comments:	
Consultation with Divisions and/or Agencies			
Division:	COVID-19 Immunization Task Force	Division:	Financial Planning
Contact Name:	Simon Wells	Contact Name:	Patricia Libardo
Comments:	No concerns (09/22/2021)	Comments:	Revisions incorporated (09/22/2021)
Legal Services Division Contact			
Contact Name:	Soo Kim Lee		

DAF Tracking No.: 2021-264	Date	Signature
Concurred with by: Manager, Real Estate Services Ronald Ro	Sept 22 2021	Signed By: Ronald Ro
<input type="checkbox"/> Recommended by: Manager, Real Estate Services Daran Somas	Sept 22 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services		X

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

Licensor:	Yorkdale Shopping Centre Holdings Inc.
Licensee:	City of Toronto
Address:	3401 Dufferin St, Toronto, ON M6A 2T9 (Yorkdale Shopping Centre)
Licensed Area:	Approximately two thousand three hundred thirty-four (2,334) square feet of space in Unit No. CRU17.
License Period:	commencing on September 25, 2021 (the "Commencement Date") and expiring on October 16, 2021, unless terminated earlier by Licensor.
Licence Fee:	\$0.00
Use:	Licensee shall use the Licensed Area solely for the principal use of a medical immunization clinic providing a COVID-19 immunization clinic that shall be open to the public on such days and during such hours as may be determined by Licensor and Licensee, both parties reasonably and in good faith.
Fixturing Period:	Licensee shall have a maximum period of 2 days (the "Fixturing Period") commencing on the date Licensor notifies Licensee the Licensed Area are ready for the purpose of allowing Licensee to install its fixtures and inventory and ending on the day immediately preceding the Commencement Date (as hereinafter defined). It is anticipated the Fixturing Period will commence on or about September 23, 2021.
Licensor's Work:	Licensee shall accept delivery of the Premises on the Possession Date in their "as is" condition and Licensor is not required to provide any material or do any work to or in respect of the Licensed Area.
Licensee's Work:	Licensee shall provide and carry out in accordance with the provisions of this Agreement all equipment and work required in order to render the Licensed Area complete and suitable to open for business.
Telephone Service:	Licensee is responsible for arranging telephone service.
Permits and Licenses:	Licensee is to obtain at its expense all permits, licenses, and pay all taxes which may be imposed as result of its operation.
Maintenance And Repair:	Licensee agrees to accept the Licensed Area in an "as is" condition on the Possession Date, and all maintenance and cleaning of the Licensed Area shall be the responsibility of Licensee, at its sole cost, save and except that Licensor shall, during the License Period, and at its sole cost, maintain the fast fence which Licensor is to supply and install as part of Licensor's Work. Licensee shall keep and maintain the Licensed Area and its contents in a clean, neat, safe and orderly condition and in good repair and first-class condition at all times throughout the License Period and shall return the Licensed Area and its contents to Licensor to its original condition immediately prior to the Possession Date at the expiration or earlier termination of the License Period, reasonable wear and tear excepted. Licensee shall immediately notify Licensor of any damage caused by Licensee to the Licensed Area or any repairs which are required to be made to the Licensed Area and Licensor may, at its option and without in any way limiting the obligations of Licensee under this Agreement, carry out and complete such repairs. All such costs incurred by Licensor, plus an administration fee of 15% of such costs, shall be paid by Licensee to Licensor upon demand. Licensee shall not make any repairs, alterations, replacements, improvements or renovations of any nature or kind whatsoever to the Licensed Area without the written approval of Licensor, which approval may be unreasonably withheld by Licensor. If Licensee makes any repairs, alterations, replacements, improvements or renovations to the Licensed Area without the prior written approval of Licensor (the "Unauthorized Alterations"), Licensee shall immediately remove such Unauthorized Alterations and repair the Licensed Area, at its sole cost and expense, upon request from Licensor. Notwithstanding the foregoing, Licensor may, at its option and without in any way limiting the obligations of Licensee under this Agreement, carry out and complete such removal and repair resulting from the Unauthorized Alterations. All costs incurred by Licensor, plus an administration fee of 15% of such costs, shall be paid by Licensee to Licensor upon demand.
Signs:	Licensee shall be permitted to erect its signs at its sole cost and expense. Such signs shall be visible to the public from the Licensed Area. Licensee shall obtain Licensor's prior written approval as to size, location, content and method of installation of such signs, such approval not to be unreasonably withheld.
Operation of Business:	Licensee shall at all times during the License Period: (a) occupy and diligently conduct its business in and from the whole of the Licensed Area in a first-class manner, on such days and during such hours as are determined by Licensee from time to time; and (b) keep the general appearance of the Licensed Area and its storefront in a manner, consistent with the standards of a first-class shopping centre. For greater clarity, the parties agree that there is no obligation on the Licensee to continuously operate or conduct business in the Licensed Area throughout the License Period.
Insurance:	Licensee 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, including without limitation Licensee's inventory, furniture and trade fixtures, in the Licensed Area which is not owned by Licensor for all perils including, but not limited to, fire, explosion, plate glass, impact by air craft or vehicles, lightning, riot, vandalism, malicious acts, smoke, leakage from defective equipment, wind storm, hail, collapse, flood or earthquake;
- (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 Licensee, 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 Licensee'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. Licensee shall promptly deliver to Licensor certificates of all such policies upon renewal of such policies at least once in each calendar year and, in addition, on any change being made thereto together with evidence satisfactory to Licensor that all premiums thereon have been paid and the policies are in full force and effect.

Mutual Release:

- (a) Release of Licensor – Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee 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 Licensee, to the extent which Licensee 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 Licensee - Licensor hereby releases Licensee 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 Licensee or those for whom Licensee is in law responsible, and Licensor agrees to indemnify and hold harmless Licensee 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.

Any and all release and indemnity clauses which are included in this Agreement for the benefit of Licensor shall also benefit the owners and mortgagees of the Lands and their respective property managers and asset managers, and the officers, directors, shareholders, employees and agents of each of the foregoing owners, mortgagees, property managers and asset managers, and, for the purposes of such clauses, Licensor is hereby acting as agent or trustee on behalf of and for the benefit of the persons or entities mentioned above.

Mutual Indemnities:

- (a) Indemnity of Licensor – Licensee 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 Licensee'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 Licensee 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 Licensee - Licensor indemnifies and holds harmless Licensee, 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 Licensee and its employees) arising out of Licensor's operations in the Lands, except where the damage or injury arises out of

the negligence of Licensee, its directors, officers, employees and those for whom in law it is responsible or any other licensees, tenants or persons in the Lands.

Transfer: Licensee shall only have the right to assign, sub-license, or otherwise transfer this Agreement or its interest therein or permit any other person to share occupancy or to take occupancy of the Licensed Area to other medical professionals or medical organizations for the purpose of operating an immunization clinic. Without in any way limiting the generality of the foregoing, any direct or indirect change in the effective control of Licensee shall be deemed to be an assignment of this Agreement.

Default By License: If:

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

and Licensee 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 Licensee 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 Licensee under this Agreement as at the date of termination of the Licence Period. In such event, Licensee 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. Licensee 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 Licensee under this Agreement and in obtaining possession of the Licensed Area after default of Licensee.

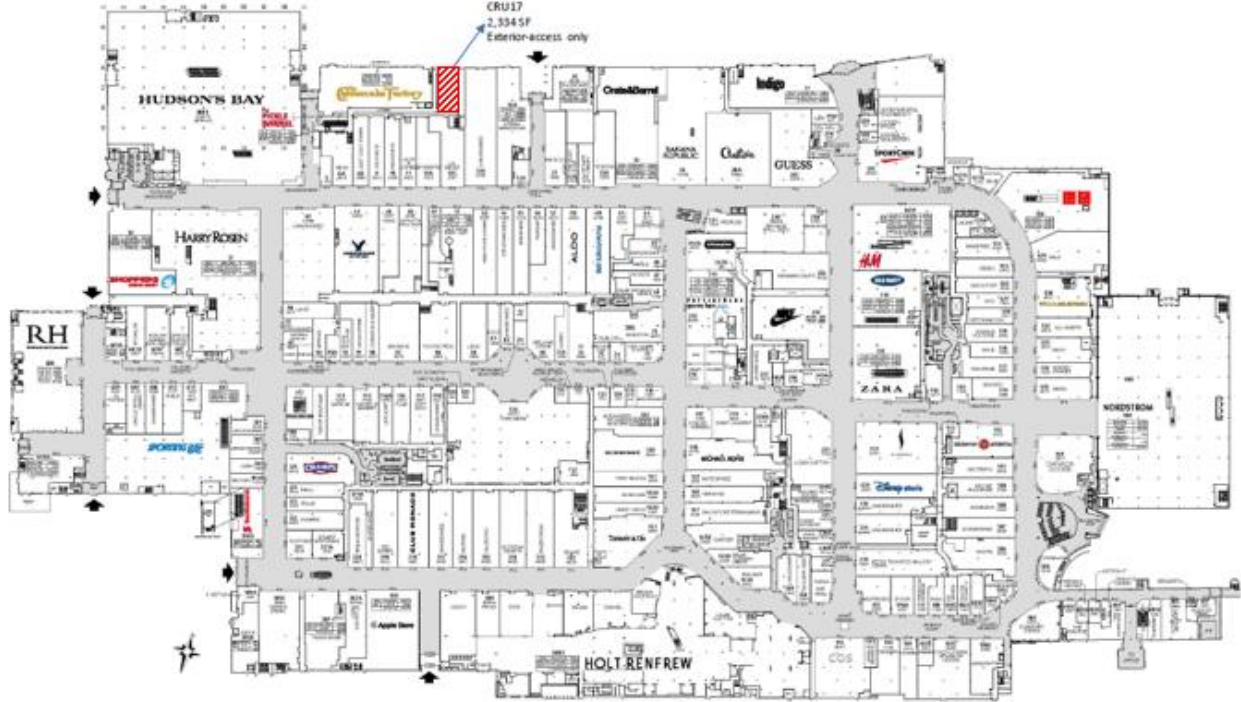
Appendix "B" – Location Map



Plan of Licensed Area

YORKDALE SHOPPING CENTRE

Toronto, Ontario



The purpose of this plan is to provide the applicant with a clear and accurate representation of the proposed development. The applicant is responsible for ensuring that the plan is accurate and that it complies with all applicable laws and regulations. The applicant is also responsible for ensuring that the plan is clear and easy to understand. The applicant is also responsible for ensuring that the plan is up-to-date and that it reflects any changes to the development. The applicant is also responsible for ensuring that the plan is consistent with the surrounding area and that it does not cause any adverse effects. The applicant is also responsible for ensuring that the plan is in accordance with the applicable laws and regulations. The applicant is also responsible for ensuring that the plan is in accordance with the applicable laws and regulations. The applicant is also responsible for ensuring that the plan is in accordance with the applicable laws and regulations.