

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

TRACKING NO.: 2021-247

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 1, 2021	Phone No.:	(416) 338-1297

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence Agreement") with Hudson's Bay Company ULC Compagnie De La Baie D'Hudson SRI (the "Licensor") with respect to a portion of the second floor of the Hudson's Bay retail store (the "HBC Retail Store") located in the property municipally known as Woodbine Mall, 500 Rexdale Boulevard, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") immunization clinic.
<b>Property</b>	A portion of the second floor of the HBC Retail Store located in the property municipally known as Woodbine Mall, 500 Rexdale Boulevard, Toronto, which portion shall comprise of approximately 38,000 sq. ft. of space (the "Licensed Area"), as shown on the Location Map in Appendix "B" and the floor plans in Appendix "C1" and "C2".
<b>Actions</b>	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.
<b>Financial Impact</b>	<p>The total cost to the City is approximately \$40,660.00 (plus HST) or \$41,375.62 (net of HST recoveries).</p> <p>Costs will be charged to cost centre PH4128, Functional Area Code 7170000000.</p> <p>Funding for TPH to support the operational requirements of the Mass Immunization Clinics (the "MICs") is expected to be received through continued COVID-19 support funding from the other levels of government as needed. TPH is seeking reimbursement for costs incurred to operate its MICs from the Ministry of Health (the "Ministry") as part of the Ministry's MIC Extra-Ordinary Cost Recovery Program.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.</p>
<b>Comments</b>	<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. This clinic will also be used by TPH to administer immunizations under the School Immunization Program and for the influenza virus.</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 is the tenant of the HBC Retail Store pursuant to a lease dated August 7, 1985 (the "Lease"), with Woodbine Mall Holdings Inc. (the "Landlord"). The Licensor will secure the consent of the Landlord to permit the Licensor to execute the Licence Agreement with the City, and to confirm that the City shall have no obligations under the Lease.</p> <p>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.</p>
<b>Terms</b>	See Appendix "A" for the Major Terms and Conditions of the Licence Agreement.

<b>Property Details</b>	<b>Ward:</b>	1 – Etobicoke North
	<b>Assessment Roll No.:</b>	1919 044 470 00500
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	3530.31 m <sup>2</sup> ± (38,000 ft <sup>2</sup> ±)
	<b>Other Information:</b>	

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 &amp; Parks &amp; 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><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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><b>Delegated to more senior positions.</b></p> <p><input type="checkbox"/> Where total compensation does not exceed \$50,000.</p> <p><b>Delegated to more senior positions.</b></p> <p><b>Delegated to more senior positions.</b></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 &amp; authorize GM, Transportation Services to give notice of proposed by-law.</p> <p><b>Delegated to more senior positions.</b></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><b>Leases pursuant to the Community Space Tenancy Policy delegated to a more senior position.</b></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>B. Director, Real Estate Services and Manager, Real Estate Services each has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>Documents required to implement matters for which each position also has delegated approval authority.</li> <li>Expropriation Applications and Notices following Council approval of expropriation (Manager, Transaction Services is only Manager with such signing authority).</li> </ul>
<b>Director, Real Estate Services also has signing authority on behalf of the City for:</b>
<ul style="list-style-type: none"> <li>Agreements of Purchase and Sale and all implementing documentation for purchases, sales and land exchanges not delegated to staff for approval.</li> <li>Community Space Tenancy Leases approved by delegated authority by the Deputy City Manager, Corporate Services and any related documents.</li> </ul>

<b>Pre-Condition to Approval</b>			
<input checked="" type="checkbox"/> Complies with General Conditions in Appendix B of City of Toronto Municipal Code Chapter 213, Real Property			
<b>Consultation with Councillor(s)</b>			
Councillor:	Councillor Michael Ford	Councillor:	
Contact Name:	Jonathan Kent	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 (07/28/2021)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	Toronto Public Health	Division:	<b>Financial Planning</b>
Contact Name:	Ameeta Mathur	Contact Name:	Patricia Libardo
Comments:	No concerns (08/30/2021)	Comments:	No Changes (09/01/2021)
<b>Legal Services Division Contact</b>			
Contact Name:	Shirley Chow		

DAF Tracking No.: 2021-247	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Ronald Ro</b>	Sept 1 <sup>st</sup> , 2021	Signed By: Ronald Ro
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Daran Somas</b>	Sept 1 <sup>st</sup> , 2021	Signed By: Daran Somas
<input checked="" type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: <b>Director, Real Estate Services</b>		X

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

Licensor: Hudson’s Bay Company ULC Compagnie De La Baie D’Hudson SRI

Licensee: City of Toronto

Licensed Area: Approximately thirty-eight thousand (38,000) square feet of space on the 2nd floor of the unit known as the HBC Retail Store, located in the southeast portion of the Property.

Term: Three (3) months, commencing on September 1, 2021 and expiring on November 30, 2021.

Licence Fee: During the Term, the City shall pay to the Licensor, a licence fee in the amount of Two Dollars (\$2.00) for the Term.

Operating Costs: The City shall be responsible for its proportionate share of all operating cost, estimates of which are provided below, inclusive of all charges for electricity, water, gas, and other utilities, HVAC, and property taxes.

<b>Proportionate Share Payable by City for 38,000 sq ft</b>			
	September	October	November
<b>Utilities (per sq ft/month)</b>	\$ 0.24	\$ 0.26	\$ 0.21
<b>Utilities</b>	\$ 9,120.00	\$ 9,880.00	\$ 7,980.00
<b>Prop Taxes (per sq ft/month)</b>	\$ 0.12	\$ 0.12	\$ 0.12
<b>Property Taxes</b>	\$ 4,560.00	\$ 4,560.00	\$ 4,560.00
<b>Total</b>	\$ 13,680.00	\$ 14,440.00	\$ 12,540.00

The Licensor agrees that the City shall have access and use of the Licensor's standard waste and recycling bins for disposal of non-medical waste, at no cost to the City. The City will be responsible for the daily removal and disposal of all medical waste from the Licensed Area.

The City shall be responsible for any additional expenses incurred by the Licensor at City’s request, such as expenses for security, administrative staff, and electrical consumption other than the existing power in the building, among others.

Harmonized Sales Tax: The City shall pay to the Licensor any Harmonized Sales Tax or goods and services tax applicable to any payments to be made by the City hereunder.

Permitted Use: (a) The Licensed Area shall be used by the City for the purpose of operating a Toronto Public Health Immunization Clinic for the general public, with related services considered appropriate by the City from time to time (the "Permitted Use").

(b) The City shall have access to the Licensed Area seven (7) days a week, from 9:00 a.m. to 10:00 p.m., or such other amended hours as may be reasonably required by the City.

Condition of Licensed Area: (a) The Licensor agrees to remove certain removable barriers and retail inventory as necessary, as agreed between Licensor and the City, from the Licensed Area, and shall clear the Licensed Area of all debris and provide the Licensed Area in a clean, broom-swept condition.

(b) The City shall have access to all working and available electrical outlets. Any electrical work that the City requests be performed in order to operate its Permitted Use, and any additional infrastructure not currently equipped at the Licensed Area, will be subject to Licensor prior written approval and will be an additional expense to the City.

(c) The City agrees not to do any act or suffer any act to be done which shall mar, deface, injure or damage any part of the Licensed Area. Upon expiration of the Term, the City shall deliver the Licensed Area to the Licensor in the condition received at the beginning of the Term, excepting normal wear and tear.

Insurance: The City shall maintain commercial general liability insurance on an occurrence basis, against claims for bodily injury, personal injury and property damage arising out of the City's operations, which policy shall include coverage for contractual liability, the City's legal liability, non-owned automobile liability, in an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS in respect of each occurrence. The City will deliver to the Licensor certificate(s) of insurance as evidence of such insurance.

Limitation of Liability / Indemnity: (a) The Licensor shall not be liable to any party for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable legal fees and expenses ("Claims or Costs"),

occasioned in connection with, arising or alleged to arise from, wholly or in part, the City's use, occupancy, operations, or exercise of control of the Licensed Area throughout the Term. None of Licensor nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of the City (including loss or damage sustained to any vaccination product or medical device used or stored by the City for the Permitted Use), or its employees, agents, volunteers, or invitees/patients in connection with the City's use of the Licensed Area.

(b) The City acknowledges and agrees that all of its property or property of others in the Licensed Area shall be stored and used at the sole risk of the City, and the City hereby waives and releases the Licensor from any and all Claims or Costs related thereto. These provisions shall survive the expiration or any earlier termination of this Agreement.

(c) The City shall indemnify and save the Licensor harmless from and against costs, expenses, claims, and demands brought against the Licensor in respect of loss, damage or injury to persons or property, arising out of the carrying out of the Permitted Use in the Licensed Area by the City during the Term, except to the extent caused by and/or contributed to by the negligence, wilful misconduct or omission of the Licensor.

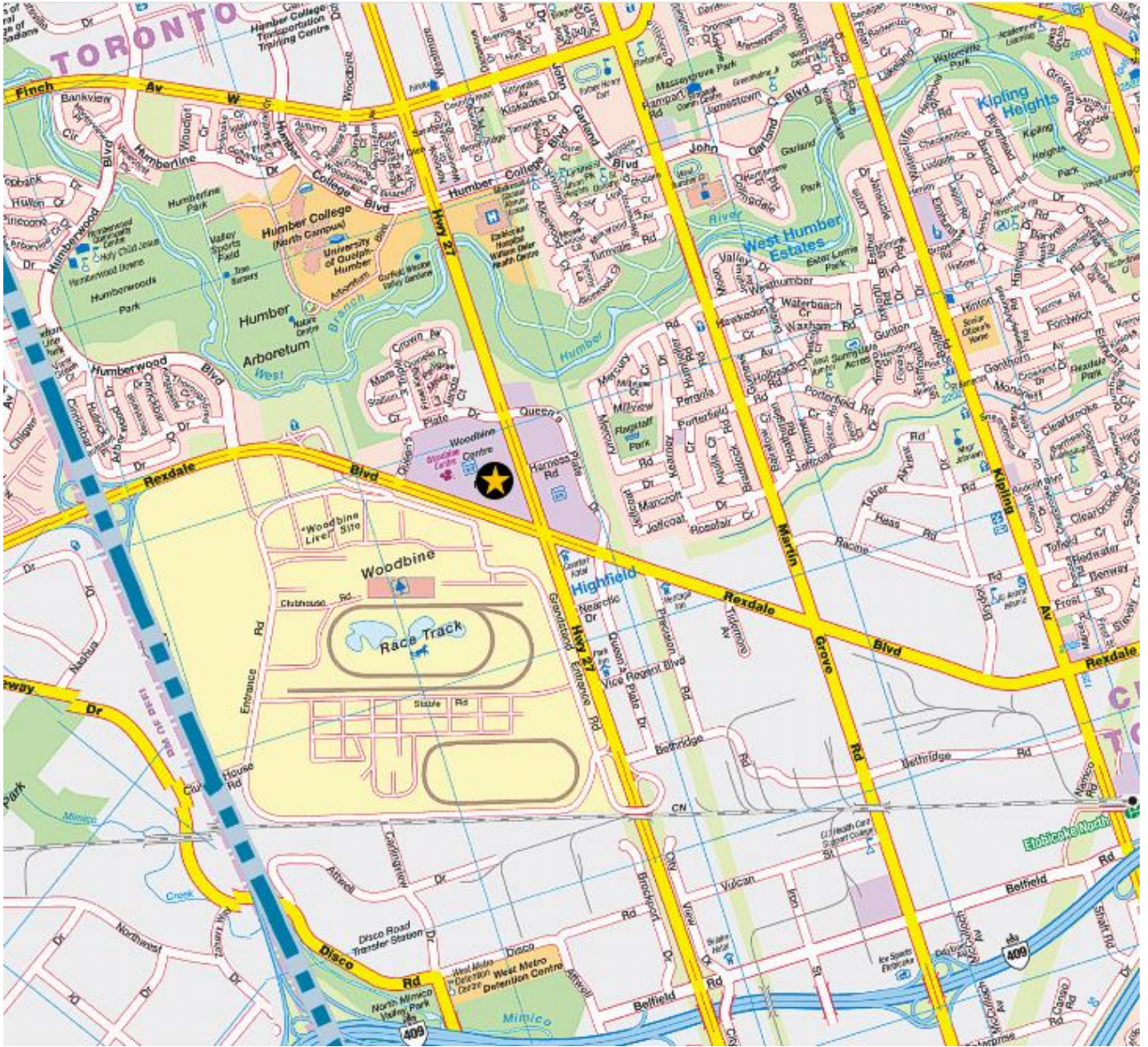
Assignment:

The City shall not assign the Licence without the prior written consent of the Licensor, which may be unreasonably withheld, conditioned or delayed. The Licensor, without the consent of the City may assign this Licence in whole or in part to an affiliate who assumes the obligations under this Licence.

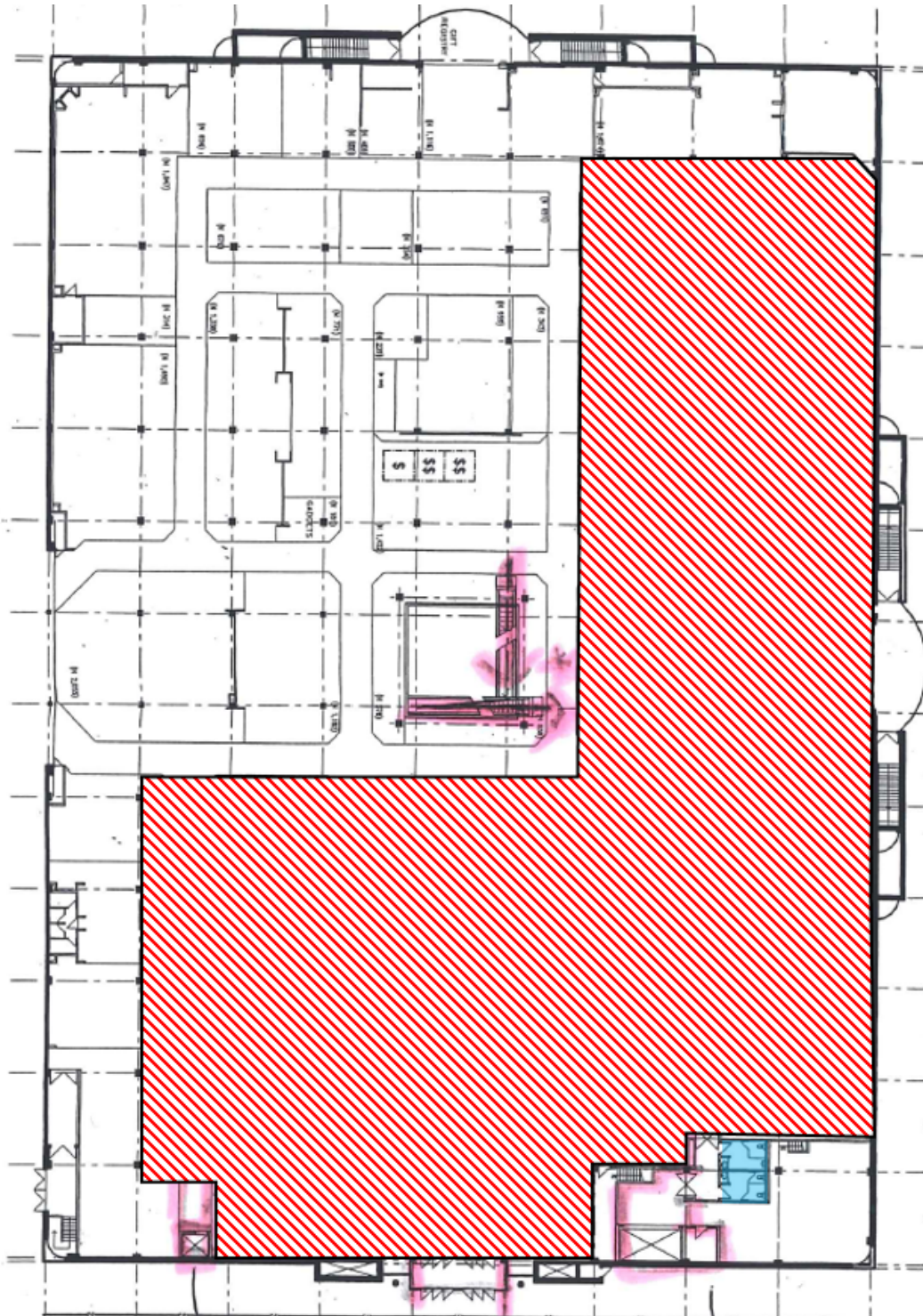
Marketing:

The Licensor shall have the right but no obligation to market the vaccine clinic, which may include providing promotional incentives to its customers.

Appendix "B" – Location Map



Appendix "C1" – Approximate Floor Plan



Appendix "C2" Approximate Location of Licensed Area

