

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

**TRACKING NO.: 2021-273**

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:	October 7, 2021	Phone No.:	(416) 338-1297

<b>Purpose</b>	To obtain authority to enter into a booking and licence agreement (the "Licence Agreement") with Riotrin Properties (Weston) Inc. (the "Licensor") with respect to Unit No. L102 located in the property municipally known as Stock Yards Village, 1970 – 1980 St. Clair Avenue West, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") pop up immunization clinic.
<b>Property</b>	Unit No. L102, 1970 – 1980 St. Clair Avenue West, Toronto, M6N 4X9, which shall comprise of approximately 2,359 sq. ft. of space (the "Licensed Area"), as shown on the Location Map in Appendix "B".
<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 license agreement is for nominal consideration. Costs, if any, will be captured as part of Toronto Public Health's Vaccination Program and reimbursement from the Ministry of Health will be sought.</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.</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>TPH occupied the Licensed Area pursuant to a booking and licence agreement dated September 7, 2021 (the "TPH Licence Agreement") for the period commencing September 9, 2021 and ending September 30, 2021, and TPH has requested the continued use of the Licensed Area.</p> <p>The major terms and conditions of the Licence Agreement are considered to be fair, reasonable and the Licence Agreement is for nominal consideration.</p>
<b>Terms</b>	See Appendix "A" for the Major Terms and Conditions of the Licence Agreement.

<b>Property Details</b>	<b>Ward:</b>	5 – York South-Weston
	<b>Assessment Roll No.:</b>	1904 014 370 02053
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	219.16 m <sup>2</sup> ± (2,359 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:	Frances Nunziata	Councillor:	
Contact Name:	Councillor Frances Nunziata	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 (09/30/2021)	Comments:	
<b>Consultation with Divisions and/or Agencies</b>			
Division:	COVID-19 Immunization Task Force	Division:	<b>Financial Planning</b>
Contact Name:	Simon Wells	Contact Name:	Patricia Libardo
Comments:	No concerns (09/29/2021)	Comments:	Revisions Incorporated (09/30/2021)
<b>Legal Services Division Contact</b>			
Contact Name:	Shirley Chow		

DAF Tracking No.: 2021-273	Date	Signature
Concurred with by: <b>Manager, Real Estate Services Scott Delahunt</b>	Oct. 7, 2021	Signed by Scott Delahunt
<input type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Ronald Ro</b>	Oct. 7, 2021	Signed by Ronald Ro
<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:	Riotrin Properties (Weston) Inc.
Licensee:	City of Toronto
Address:	1970 – 1980 St. Clair Avenue West, Toronto, M6N 4X9 (Stock Yards Village Shopping Centre)
Licensed Area:	Approximately 2,359 square feet of space in Unit L102.
License Term:	Commencing on October 1, 2021 (the "Commencement Date") and expiring on March 31, 2022 (the "Term"), unless terminated earlier by the City or the Licensor.
Licence Fee:	\$2.00 – Nominal Consideration
Use:	The Licensed Area shall be used by the City for the purpose of operating a Toronto Public Health Pop Up Vaccination Clinic for the general public, with related services considered appropriate by the City from time to time.
Business Hours:	Throughout the Term, the City shall have access to the Licensed Area on the following days and times: <ul style="list-style-type: none"> <li>(i) every Thursday throughout the Term, from 1:00 p.m. to 8:00 p.m.,</li> <li>(ii) every Friday throughout the Term, from 1:00 p.m. to 8:00 p.m., and</li> <li>(iii) every Saturday throughout the Term, from 11:00 a.m. to 6 p.m.;</li> </ul>
Conduct of Business:	The City shall conduct its business on the Licensed Area in a manner acceptable to the Licensor in every aspect, acting reasonably, and any equipment used will be of a kind and type acceptable to the Licensor, acting reasonably.
Early Termination:	At any time after October 31, 2021, either party shall have the right (but not the obligation) to terminate this License at its sole discretion, upon providing not less than 15 days prior written notice (the "Termination Notice") of such termination to the other party. For greater certainty, the parties agree that the Termination Notice shall not be given prior to November 1, 2021.
Insurance:	<p>(a) City's Insurance: The City shall take out and keep in force during the Term, comprehensive insurance of the type commonly called general public liability, wherein the Landlord <b>RioCan Real Estate Investment Trust, RioCan Management Inc. and Stock Yards Village are all named additional insured</b>, and which shall include coverage for personal liability, contractual liability, tenant's legal liability, non-owned automobile liability, bodily injury, death, and property damage, all on an occurrence basis with respect to the business carried on in or from the Licensed Area and the City's use and occupancy of the Licensed Area and of any other part of the Property, with coverage for any one occurrence or claim of not less than <b>Five Million Dollars (\$5,000,000)</b>.</p> <p>(b) Licensor's Insurance: The Licensor shall maintain general liability insurance necessary to protect its interests.</p>
Limitation of Liability:	<p>The City agrees that the Licensor shall not be liable for any bodily injury or death of, or loss or damage to any property belonging to, the City or its employees, invitees or licensees or any other person in, on or about the Property, including any of the following, unless resulting from the actual fault, privity or negligence of the Licensor:</p> <ul style="list-style-type: none"> <li>(i) for any damage which is caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the pipes or plumbing works, including the sprinkler system, therein or from any other place or quarter or for any damage caused by or attributable to the condition or arrangement of sprinkler heads or for any damage caused by anything done or omitted by any tenant or person;</li> <li>(ii) for any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by it to perform janitor services, security services, supervision or any other work in or about the Licensed Area or the Property;</li> <li>(iii) for loss or damage, howsoever caused, to merchandise, stock in trade, money, securities, negotiable instruments, papers or other valuables of the City; or</li> <li>(iv) for any interruption of, or interference with, the City's use and occupancy of the Licensed Area which is beyond the reasonable control of the Licensor.</li> </ul>
Indemnity:	<p>The City agrees to indemnify and save harmless the Licensor in respect of:</p> <ul style="list-style-type: none"> <li>(i) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by or any act or omission of the City or any agent, employee, contractor, invitee or licensee of the</li> </ul>

City, and in respect of all costs, expenses and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto;

(ii) any loss, cost, expense or damage suffered or incurred by the Licensor arising from any breach by the City of any of its covenants and obligations under this agreement; and

(iii) all costs, expenses and reasonable legal fees that may be incurred or paid by the Licensor in enforcing against the City the covenants, agreements and representations of the City set out in this agreement.

**Assignment:** The City shall not under any circumstances assign the Licence to any other party.

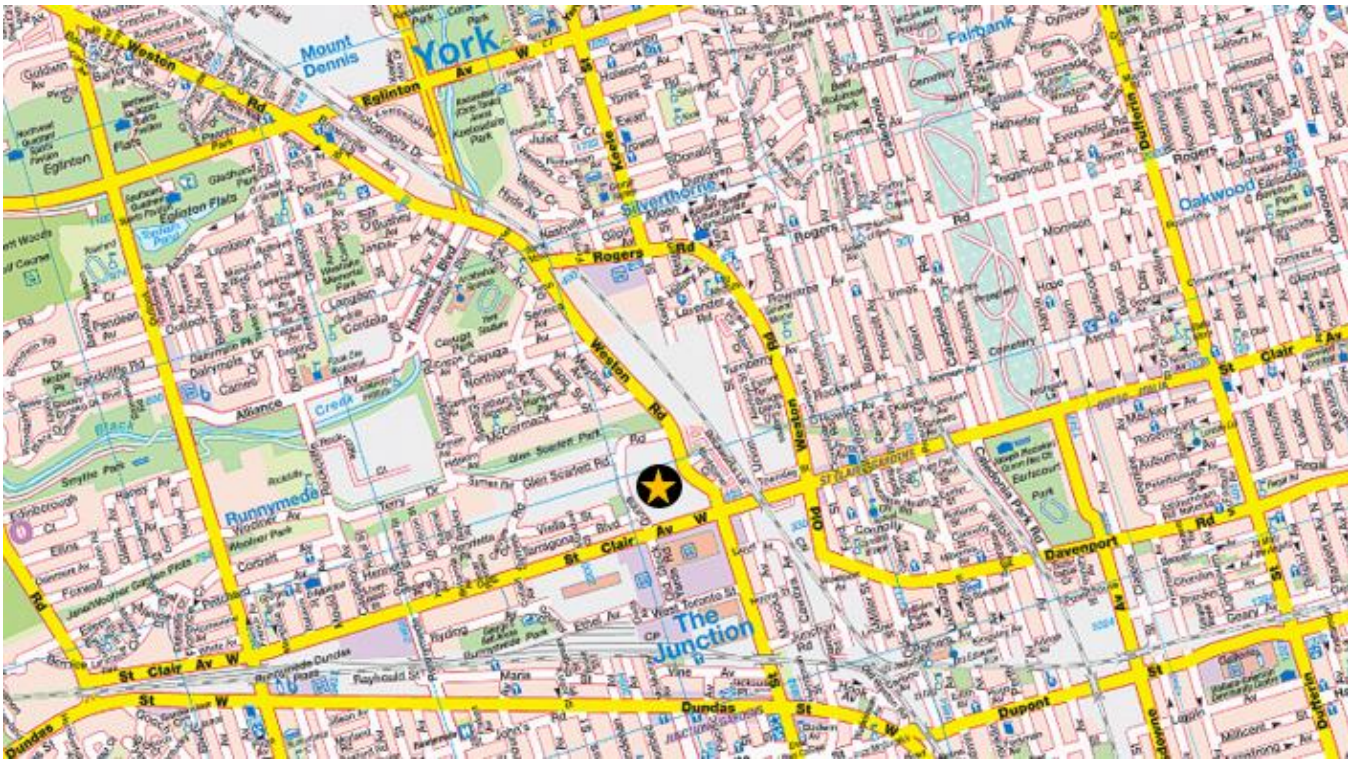
**Damage:** The City shall be responsible for the cost of repair of any damage to property caused by reason of its use of the Licensed Area or any other part of the Property. The City shall not affix anything to the walls or ceilings of the Property without permission of the Licensor.

**Access by Licensor:** The Licensor, its servants, agents and contractors shall be entitled to enter upon the Licensed Area during normal business hours on reasonable prior notice, for the purpose of making repairs to the Licensed Area. Notwithstanding the foregoing, the Licensor may enter the Licensed Area at any time in case of emergency, or health and safety matters, or to make urgent/emergency repairs.

The Licensor reserves the right to enter the Licensed Area at any time during to Term to show the Licensed Area to prospective purchasers or lessees, upon providing the City no less than 24 hours prior written notice.

Provided further that the Licensor covenants and agrees that all persons attending at the Licensed Area shall comply with Infection Prevention and Control Canada ("IPAC") practices and maintain all physical distancing and capacity requirements that are in place at the time of such entry.

Appendix "B" – Location Map



Plan of Licensed Area

