

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

**TRACKING NO.: 2022-121**

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:	May 19, 2022	Phone No.:	(416) 338-1297

<b>Purpose</b>	To obtain authority to enter into a licence agreement (the "Licence Agreement") with 401 Weston Centre Limited and Calloway REIT (Weston – 401) Inc. (the "Licensor") with respect to Unit #B0012, being part of the shopping centre located at the property municipally known as 2625B Weston Road, Toronto (the "Property"), for the purpose of operating a Toronto Public Health ("TPH") immunization clinic.
<b>Property</b>	Unit #B0012, being part of the property municipally known as 2625B Weston Road, Toronto, which comprises approximately 6,534 square feet of space (the "Licensed Area"), as shown on the Location Map in Appendix "B" and the Site Plan in Appendix "C".
<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>	The total cost to the City is approximately \$252,000.00 (plus HST) or \$256,435.20 (net of HST recoveries).  Costs will be charged to cost centre PH4128, Functional Area Code 7170000000.  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.  The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial implications as identified in the Financial Impact section.
<b>Comments</b>	Pursuant to a directive from the City's Medical Officer of Health, TPH plans to continue the use of public immunization clinics to administer vaccination against the COVID-19 virus.  The use of larger "mass immunization clinics" is being phased out and the program is transitioning to smaller fixed clinics working in tandem with the mobile immunization clinic program. This location will serve as a partial replacement to the Woodbine Mall mass clinic, which will be discontinued.  This Property provides excellent space for the smaller clinic model, with large open space, staff areas, and ample free parking. Preliminary layouts show good client flow, and the shopping centre is situated at the corner of Weston & 401, which provides easy driving access as well as access from several bus routes from subway stations.  The proposed amount 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.
<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>	190802370000300
	<b>Approximate Size:</b>	
	<b>Approximate Area:</b>	607.03 m <sup>2</sup> ± (6,534 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 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 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 (Managers whose position includes responsibility for implementing Council-approved expropriations are the only Managers 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:	Frances Nunziata	Councillor:	
Contact Name:	Shawn Cabral	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	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	Toronto Public Health	Division:	<b>Financial Planning</b>
Contact Name:	Ameeta Mathur	Contact Name:	Ciro Tarantino
Comments:	No Concerns	Comments:	No comments

**Legal Services Division Contact**

Contact Name: Jack Payne

DAF Tracking No.: 2022-121	Date	Signature
<input checked="" type="checkbox"/> Recommended by: <b>Manager, Real Estate Services Vinette Prescott-Brown</b>	May 24, 2022	Signed by Vinette Prescott-Brown
<input type="checkbox"/> Approved by:		
<input checked="" type="checkbox"/> Approved by: <b>Director, Real Estate Services Alison Folosea</b>	May 24, 2022	Signed by Alison Folosea

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

Licensor:	401 Weston Centre Limited and Calloway REIT (Weston – 401) Inc.
Licensee:	City of Toronto
Licensed Area:	Approximately six thousand, five hundred and thirty-four (6,534) square feet of space, being Unit #B0012, in the shopping centre known as 2625B Weston Road, Toronto.
Term:	Twelve (12) months, commencing on June 1, 2022 (the "Commencement Date") and expiring on May 31, 2023.
Licence Fee:	The Licensee will pay to the Licensor a fee in the annual sum of One Hundred and Eighty-thousand Dollars (\$180,000.00) payable in equal consecutive monthly instalments of Fifteen Thousand Dollars (\$15,000.00) (the "Gross License Fee") plus applicable goods and services taxes, sales taxes, harmonized sales taxes or other consumption tax (collectively "Value Taxes"). The Gross License Fee is to be paid in full on or before the first day of each and every month. The Gross License Fee shall be inclusive of all costs, charges and expenses relating to the Licensed Area, including without limiting the generality of the foregoing, realty/property taxes, maintenance and building insurance, but excluding utilities (the "Utilities"). At the beginning of the License Term the Licensee shall provide post-dated cheques to the Licensor for each month of the License Term. Furthermore, the Licensee shall provide together with this License Agreement, first and last month's Gross License Fee to be held by the Licensor as a deposit. Such deposit shall be in the amount of Thirty Thousand Dollars (\$30,000.00) plus applicable Value Taxes, and shall be applied to the Gross License Fee due and payable for the first and last months, as they each become due.
Utilities:	The Licensee shall be responsible for the payment of all Utilities consumed with respect to the License Area during the License Term directly to the utility company. The Licensee acknowledges and agrees that by no later than the License Commencement Date, the Licensee shall ensure that all utility accounts (such as by way of example, water, gas, electricity) (the "Utility Accounts") will be transferred over into the Licensee's name. Where the Licensor has paid utility costs during the period following the commencement of the License Term and prior to the transfer of the Utility Accounts to the Licensee, the Licensee shall reimburse the Licensor for the cost of any such Utilities paid by the Licensor on the Licensee's behalf plus an administrative fee of fifteen percent (15%) of the total cost of such Utilities.
Use:	<p>The Licensee shall not use the Licensed Area for any purpose other than for the purpose of operating a Toronto Public Health Immunization Clinic to administer government of Canada approved Covid-19 vaccinations by professionally trained medical practitioners and ancillary activities related thereto (including but not limited to administration of vaccine program, vaccine storage and distribution, and staff training) (the "Use"). The Licensee shall ensure that its use of the Licensed Area is in compliance with all applicable laws and protocols (including but not limited to, governmental limitations on group assembly, health screening of all invitees or other occupants of the Licensed Area, physical distancing and use of personal protective equipment). The Licensee acknowledges and agrees that (i) at no time shall the Licensed Area be used to perform any Covid-19 testing; (ii) it shall at all times have emergency medical technicians or other properly trained medical responders on site to administer emergency aid as may be required; and (iii) the Licensee shall not leave any vaccine or other drugs at the Licensed Area overnight.</p> <p>The Licensee shall ensure that any line ups of individuals outside of the Licensed Area awaiting entry into the Licensed Area are monitored regularly to ensure that same are maintained (a) to a reasonable length, (b) in an orderly manner, and (c) in accordance with all applicable Covid-19 protocols, including but not limited to, physical distancing.</p>
Maintenance and Repair:	The Licensee accepts the Licensed Area in an "as-is" condition. The Licensee will maintain the Licensed Area and its contents in a clean, neat, safe and orderly condition and in good repair at all times throughout the License Term and will return the Licensed Area and its contents to the Licensor in such condition and repair at the expiration or earlier termination of the License Term. The Licensee will immediately notify the Licensor of any damage caused by the Licensee to the Licensed Area and of any repairs which are required to be made to the Licensed Area and the Licensor may, at its option and without in any way limiting the obligations of the Licensee under this Agreement, carry out and complete such repairs. All costs incurred by the Licensor, plus an administration fee of fifteen percent (15%) of such costs, will be paid by the Licensee to the Licensor upon demand. The Licensee will not make any alterations or renovations of any nature or kind whatsoever to the Licensed Area.
Redevelopment:	The Licensee acknowledges that the Licensor may redevelop the Shopping Centre and that construction and demolition at the Shopping Centre (the "Work") may be ongoing during the duration of this License and that access to the Shopping Centre and the Licensed Area may be limited and may vary in location during the course of the Work. The Licensee further acknowledges that the common areas of the Shopping Centre may also be altered or eliminated and the parking areas may be altered or restricted to designated areas. The Licensee fully accepts any inconvenience and disruption to its business which may result from the Work and shall not be entitled to any compensation whatsoever in connection therewith. Nonetheless, the Licensor agrees to use reasonable efforts to minimize any disruption to the Licensee's use of the Licensed Area to the extent possible. The Licensee hereby releases the Licensor from any and all claims, demands, suits and judgments arising from any damages, injuries, cost or expense of any kind or nature, howsoever caused

(including any arising from the Work) and agrees to indemnify the Licensor from any and all claims, demands, judgments and suits arising out of the Licensee's use of the Licensed Area, save and except to the extent arising from the negligence or misconduct of the Licensor or those for whom it is responsible at law

- Insurance:** The Licensee will obtain and maintain at all times during the License Term, commercial general liability and property damage insurance coverage on an occurrence basis with respect to the Licensed Area and the Licensee's use of the Shopping Centre. This commercial general liability insurance must have inclusive limits of not less than Ten Million Dollars (\$10,000,000.00) for each occurrence or such higher limit as the Licensor requires from time to time with the Licensor and SmartCentres Management Services Inc. named as additional insureds. Coverages are to include bodily injury (including death and disease), property damage, personal injury, tenants' legal liability, blanket written contractual liability, employers' liability, medical malpractice, severability of interests and cross liability clause. Coverages are to be primary and non-contributory with and not in excess of any insurance available to the Licensor. The Licensee will provide the Licensor, upon execution of the Agreement with proof of such insurance coverage and ensure that the insurance shall not be cancelled without the Licensee's insurer endeavouring to deliver to the Licensor at least thirty (30) days' prior written notice.
- The Licensee's insurance will also cover medical malpractice coverage in the amount of Five Million Dollars (\$5,000,000.) for each occurrence to cover the City of Toronto and their staff for operations associated with Covid-19 vaccination of the public.
- Release:** Except in the event of negligence or misconduct by any of the Released Persons (as hereinafter defined), none of the Licensor, any owner ("Owner") of the Shopping Centre (if other than the Licensor), any mortgagee or other security holder ("Mortgagee") of the Shopping Centre (collectively and individually, "Released Persons") will be liable for and (i) death or injury arising from any occurrence in, upon, at or relating to the Licensed Area or the Shopping Centre or damage to property of the Licensee or of others located in the Licensed Area or elsewhere (ii) death, injury, loss or damage to, or loss or use of, property of the Licensee or others which is located in the Licensed Area or on any other part of the Shopping Centre, or (iii) death, injury, loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Licensed Area or the Shopping Centre, or from pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling, or from the street or any other place. Further, without limiting the generality of the foregoing, no Released Person shall be liable for damage caused by other tenants or persons in the Shopping Centre or by occupants of property adjacent to the Shopping Centre, or the public, or caused by construction or by any other private, public, or quasi-public work. In this section, "Licensor", "Owner" and "Mortgagee" includes the directors, officers, employees (while in the ordinary course of their employment) and agents of the Licensor, Owner and Mortgagee, as the case may be, and the Licensor, Owner and Mortgagee, as the case may be, solely for the purpose of this section, is the agent or trustee of, and for the benefit of, each of them respectively.
- Indemnity:** Despite anything in this Agreement to the contrary, the Licensee will indemnify the Released Persons and save them harmless from all loss (including loss of the Gross License Fee payable by the Licensee under this Agreement), claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Agreement, or any occurrence in, on, or at the Licensed Area, or the occupancy or use by the Licensee of the Licensed Area, or any part of it, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be in the Licensed Area or the Shopping Centre by the Licensee, save and except to the extent arising from any Released Person's negligence or misconduct.
- Termination by Licensor:** The Licensor may at any time in its sole discretion, and with sixty (60) days prior written notice (the "Licensor Termination Notice") terminate this Agreement and revoke the License granted hereby for any reason whatsoever, and at any time during the License Term. The Gross License Fee shall be payable only up to and including the effective date of the Termination and any remaining amount of the deposit provided for in Section 3 herein shall be returned. If the effective date of the termination is on any day other than the last day of a calendar month, the monthly Gross License Fee payment for the relevant month shall be adjusted pro rata on a per-diem, basis (based upon the number of days in the relevant month) and returned to the Licensee. The Licensee will vacate the Licensed Area and the Shopping Centre on or before the effective date of termination specified in the Licensor Termination Notice. If the Licensee fails to vacate the Licensed Area and the Shopping Center, the Licensor may take physical possession of the Licensed Area and remove the Licensee and its property from it without the Licensor thereby being liable for any damages or other remedies or costs nor shall the Licensor be required to refund any fees, deposits or other monies (including, without limitation, the Gross License Fee) paid by the Licensee to the Licensor. Any such termination will be without prejudice to the Licensor's right to recover any amounts then owing or damages for any default or breach by the Licensee of its covenants, obligations or agreements hereunder. The Licensee acknowledges and agrees that no landlord and tenant relationship exists or is intended to be created between the Licensor and the Licensee.
- Termination by Licensee:** The Licensee may at any time in its sole discretion, and with ninety (90) days prior written notice (the "Licensee Termination Notice") terminate this Agreement for any reason whatsoever, and at any time during the License Term. The Gross License Fee shall be payable only up to and including the effective date of the Termination and any remaining amount of the deposit provided for in Section 3 herein shall be returned. If the effective date of the termination is on any day other than the last day of a calendar month, the monthly Gross License Fee payment for the relevant month shall be adjusted pro rata on a per-diem, basis (based upon the number of days in the relevant month) and returned to the Licensee. The Licensee will vacate the Licensed Area and the

Shopping Centre on or before the effective date of termination specified in the Licensee Termination Notice. If the Licensee fails to vacate the Licensed Area and the Shopping Center, the Licensor may take physical possession of the Licensed Area and remove the Licensee and its property from it without the Licensor thereby being liable for any damages or other remedies or costs nor shall the Licensor be required to refund any fees, deposits or other monies (including, without limitation, the Gross License Fee) paid by the Licensee to the Licensor. Any such termination will be without prejudice to the Licensor's right to recover any amounts then owing or damages for any default or breach by the Licensee of its covenants, obligations or agreements hereunder.

- Signage:** The Licensee shall not install any signage without prior written approval of the Licensor, such approval not to be unreasonably withheld.
- No Transfer:** The Licensee may not assign, sub-license, or otherwise transfer this Agreement or its interest in or permit any other person to share occupancy or to take occupancy of the Licensed Area. Without in any way limiting the generality of the foregoing, any direct or indirect change in the effective control of the Licensee shall be deemed to be an assignment of this Agreement, and is not permitted.
- Refuse:** The Licensee will keep the Licensed Area and every part thereof in a clean and tidy condition and will not permit wastepaper garbage, ashes or waste or objectionable material (hereinafter collectively referred to as "Refuse") to accumulate thereon. The Licensee shall dispose of all Refuse in facilities to be provided by the Licensor. Notwithstanding the foregoing, the Licensee acknowledges and agrees that it shall be responsible for the removal and disposal of all "medical" or biohazardous waste (collectively "Biohazardous Waster") at its own cost and in accordance with the relevant standards for the removal and disposal of Biohazardous Waste. For greater certainty, the Licensee shall not dispose of Biohazardous Waste in the facilities provide by the Licensor for the disposal of Refuse.
- Limitation of Liability:** Notwithstanding anything contained in this License or in any statutory provision or any rule of law to the contrary, the Licensee acknowledges and agrees that in the event that any real estate investment trust ("REIT") should at any time be bound by the covenants as Licensor under this License or incur any liability as the Licensor under this License, such covenants and liability under this License and under all other agreements entered into pursuant hereto, if any, shall not be personally binding upon, and resort shall not be had to, nor shall recourse or satisfaction be sought from, the private property of any of the trustees of the REIT, unitholders of the REIT, annuitants under a plan of which a unitholder of the REIT acts as a trustee or carrier, or shareholders, directors, officers, trustees, managers, employees or agents of the REIT or directors or officers of any of its nominees, although the preceding shall not constitute a bar to any action against the REIT for performance of any obligations of the REIT arising from and in connection with its obligations, if any, under this License, provided that recourse is limited to the REIT's interest in the Shopping Centre.
- Conditions:** The obligations of the Licensor under this License Agreement are conditional on the Licensor obtaining the necessary approval from its Executive Committee in connection with the terms of this License Agreement, by the date which is ten (10) days from the mutual execution of this License Agreement.



