



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

**TRACKING NO.: 2025-085**

Approved pursuant to the Delegated Authority contained in Article 2 of City of Toronto Municipal Code Chapter 213, Real Property

<b>Prepared By:</b>	Jack Harvey	<b>Division:</b>	Corporate Real Estate Management
<b>Date Prepared:</b>	March 12, 2025	<b>Phone No.:</b>	(416) 397-7704
<b>Purpose</b>	To obtain authority to enter into a Consent Agreement (the "Agreement") between the CITY OF TORONTO (the "Landlord") and VIBRANT COMMUNITY HEALTH, formerly known as VIBRANT HEALTHCARE ALLIANCE (the "Tenant") for the tenant's proposed governance reorganization whereby Sunnybrook Health Sciences Centre ("Sunnybrook") will become the sole voting member of the Tenant, but the Tenant represents that the Tenant will continue to be a not-for-profit corporation with the corporate number of 1968975 and will continue to be in possession and control of the Premises as Tenant under the Lease.		
<b>Property</b>	The property municipally known as 2398 Yonge Street, Toronto ON and legally described by PIN 21171-0104(LT) as being Part of Lot 1, Plan 563 and Part of Lots 3 and 4, Plan 334, designated as Part 1 on Plan 66R-4337, in the Land Titles Division of the Toronto Registry Office (No. 66).		
<b>Actions</b>	1. Authority be granted to enter into the Consent Agreement substantially on the major terms and conditions set out set out 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>There is no financial impact.</p> <p>The Chief Financial Officer and Treasurer has reviewed this DAF and agrees with the financial impact information.</p>		
<b>Comments</b>	On or about April 1, 2025, Vibrant Community Health ("Vibrant") intends to undertake a governance reorganization, whereby Sunnybrook Health Sciences Centre ("Sunnybrook") will become the sole voting member of Vibrant (the "Governance Reorganization"). Effective April 1, 2025, the by-laws and articles of Vibrant will be amended to give effect to the Governance Reorganization.		
<b>Terms</b>	<p>Notwithstanding the Transaction, the Tenant remains the tenant under the Lease, continues to be responsible for all terms, covenants and obligations thereunder, and agrees that the Transaction does not operate to release the Tenant in any manner whatsoever from the Lease; and</p> <p>The Tenant acknowledges that this consent does not constitute a waiver of the necessity for consent to any further transfer or transaction in relation to the Lease (which includes any assignment, subletting, mortgaging, encumbering, or parting with or sharing possession of all or any part of the Premises) and that it does not amend, modify, waive or affect any of the agreements, guarantees, covenants, terms and conditions of the Lease.</p> <p>See Page 4 – Appendix "A"</p>		
<b>Property Details</b>	<b>Ward:</b>	Ward 12 – Toronto-St. Paul's	
	<b>Assessment Roll No.:</b>	n/a	
	<b>Approximate Size:</b>	n/a	
	<b>Approximate Area:</b>	n/a	
	<b>Other Information:</b>	n/a	

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/REOs:</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/Licensor):</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/REOs.</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 checked="" 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:	Josh Matlow	Councillor:	
Contact Name:	Andrew Athanasiu	Contact Name:	
Contacted by:	Phone <input type="checkbox"/> x <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 objection as of March 14, 2025	Comments:	

**Consultation with Divisions and/or Agencies**

Division:	N/A	Division:	<b>Financial Planning</b>
Contact Name:	N/A	Contact Name:	Ciro Tarantino
Comments:	N/A	Comments:	Approved – March 14, 2025

**Legal Services Division Contact**

Contact Name: Frank Weng

App

DAF Tracking No.: 2025-085	Date	Signature
<input checked="" type="checkbox"/> Recommended by: Manager, Real Estate Services Eric Allen (Interim)	14-Mar-2025	Signed by Eric Allen
<input type="checkbox"/> Approved by:		
<input type="checkbox"/> Approved by: Director, Real Estate Services Alison Folosea	17-Mar-2025	Signed by Alison Folosea

**Appendix "A"****Other Terms and Conditions**

The Tenant acknowledges and agrees that:

It shall continue to observe all the terms, covenants and conditions of the Lease, which includes paying all amounts payable to the City for the balance of the term of the Lease;

The Lease shall remain in full force and effect as of the date hereof on the same terms and conditions as were in effect immediately prior to the date hereof; and

The failure to satisfy any of the Conditions or breach of any covenants herein shall constitute a breach under the Lease and shall entitle the City to exercise any of its rights under the Lease arising on the occurrence of a breach thereof.

## Appendix "B"

## Location Map

2398 Yonge Street, Toronto, ON

