

July 20, 2016

To: The Board of Governors of Exhibition Place

**ACTION REQUIRED**

From: Dianne Young, CEO

Subject: **Licence with the Toronto Transit Commission for the TTC Loop**

**Summary:**

This report details the recommended new licence agreement (the "Licence Agreement") between The Board of Governors of Exhibition Place ("the Board"), the City of Toronto (the "City") and the Toronto Transit Commission (the "TTC") for the TTC Loop located on the north perimeter of the Exhibition Place site for a term of twenty (20) years commencing June 15, 2016 and expiring June 14, 2036. This TTC Loop is the terminus of the Harbourfront LRT and the Bathurst Streetcar and is a key transit line for the grounds.

**Recommendations:**

**Subject to City Council approval, it is recommended that the Board approve of a Licence Agreement between the Board, the City and the TTC related to the TTC Loop on the terms and conditions set out in Appendix "A" and such other terms and conditions satisfactory to the CEO of the Board, the Chief Corporate Officer (CCO) of the City, and in a form acceptable to the City Solicitor.**

**Financial Implications:**

Approval of the Licence Agreement will have no negative financial impact on the Board.

**Decision History:**

*As a part of the 2014 to 2016 Strategic Plan, Exhibition Place has a goal to Improve all forms of transportation needs for the grounds and as a strategy Actively support public transit improvements to Exhibition Place.*

At its meeting of March 8 & 9, 1994, Metropolitan Council approved of the TTC report from the Transportation Committee (Clause 1 of Report #8) to enter into a licence on June 15, 1996 for the purpose of constructing, maintaining and operating a streetcar loop.

At its meeting of July 29, 1996, the Board established the National Trade Centre Building Committee to assume primary responsibility for the NTC project and pursuant to that responsibility entered into the existing licence with the TTC for the TTC loop. The initial 10 year term of the licence expired June 14, 2006 and the 10 year renewal term expired June 14, 2016.

At its meeting of July 12, 13 & 14, 2016, City Council approved a report entitled "Waterfront Transit Network Vision - Phase 1", which directed that as part of the 2017 Budget process, consideration be given to funding a 30 percent preliminary design for the extension of streetcar service from the Exhibition Loop to the Dufferin Gate Loop, in accordance with the approved Environmental Assessment Modification Report (2008.PG17.10), and to be coordinated with plans to replace the Dufferin Street bridge over the Gardiner Expressway and Lake Shore West Rail Corridor.

Issue Background:

The existing licence for the TTC Loop expired June 14, 2016.

Comments:

The TTC Loop is a major piece of transit infrastructure for the TTC and for the Exhibition Place site that was built as part of the National Trade Centre project in 1996. The TTC Loop is the terminus at Exhibition Place for both the Harbourfront LRT travelling from Union Station and the Bathurst streetcar from the Bloor Subway station.

The terms and conditions of the proposed Licence Agreement attached as Appendix "A" are similar to the previous licence and have been negotiated and agreed to by staff from the City's Real Estate Services division, acting as the CCO's designate, and TTC representatives.

Contact:

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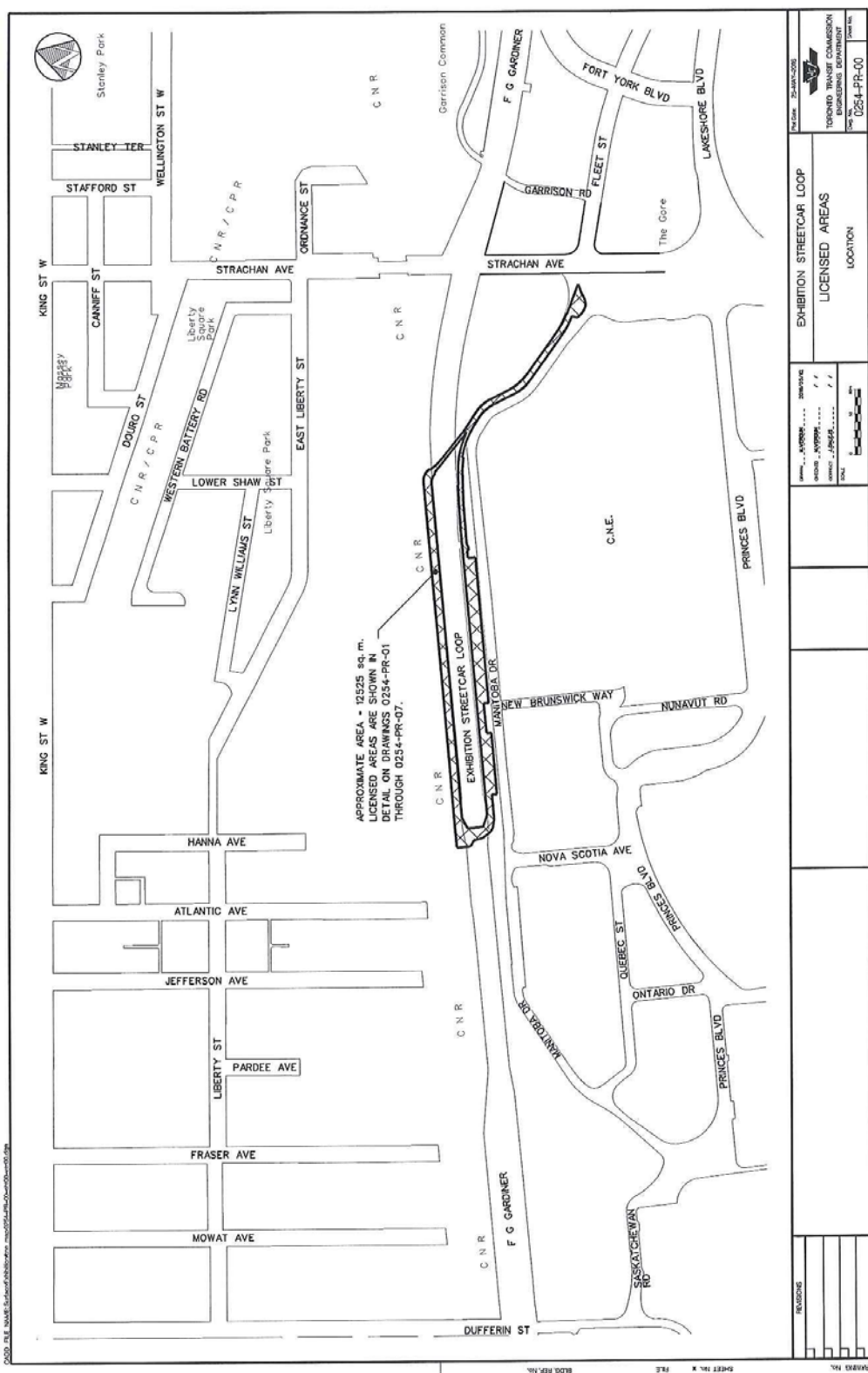
Substantial Terms and Conditions of a Licence Agreement Between  
TTC ("Licensee") and  
Board of Governors of Exhibition Place / City of Toronto ("Licensors")

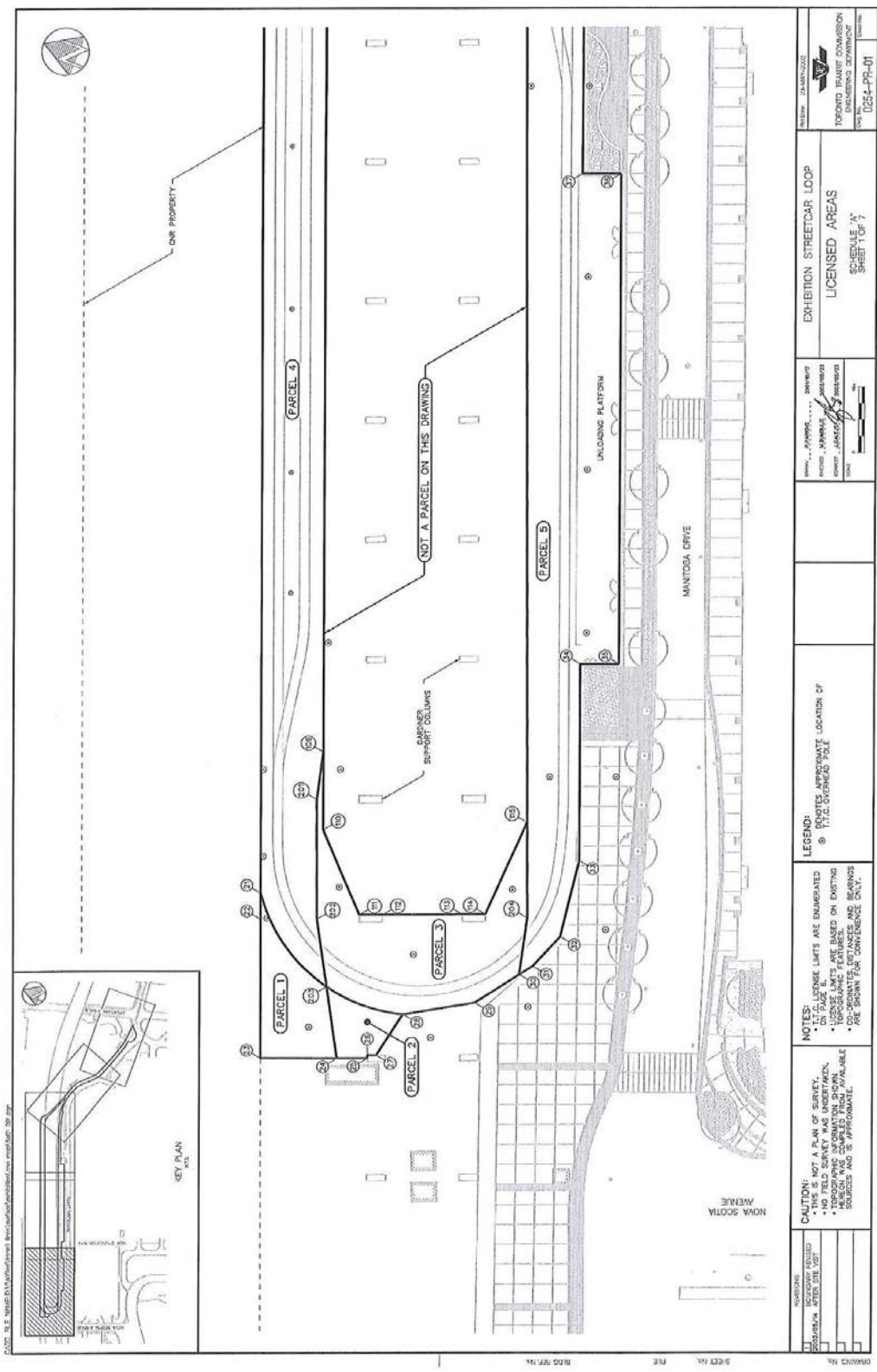
- (1) Licensed Areas – The Licensors license the Licensed Areas as shown on Schedule "A" to the Licensee subject to the rights in the nature of easements.
- (2) Permitted Use: The Licensed Areas shall be used for the purpose of operating, maintaining and repairing a transit loop.
- (3) Term: Twenty (20) years commencing June 15, 2016 and ending June 14, 2036. There shall be no right of renewal for the Licensee.
- (4) Fee: The Licensee shall pay a fixed nominal fee of \$2 per annum.
- (5) Taxes: The Licensee shall pay all taxes (including any goods and services tax), if applicable, that are reasonably attributable to the Licensed Areas as a result of the occupation and use by the Licensee, including those for local improvements and business taxes.
- (6) Operating Costs: The Licensee is responsible for payment of all operating costs related to its use of the Licensed Areas, including payment for water, electricity and other utilities supplied to the Licensed Areas for the purposes of the Licensee's operation, directly to the supplier thereof in each case.
- (7) Conditions of Use by Licensee: The Licensee acknowledges and agrees that the Licensee shall:
  - (a) Keep the Licensed Areas well maintained, in a clean and well-ordered condition and state of repair, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate, thereon;
  - (b) Not to make changes in surfacing, grade or landscaping, at or on the Licensed Areas, except in accordance with plans therefor which have been submitted to and approved by the Licensors, such approval not to be unreasonably withheld, and to make any such changes expeditiously in a good and worker-like manner (including proper clean-up);
  - (c) Not to erect any signs, buildings or other non-landscaping structures on the Licensed Areas, save and except signage for passenger information and stop poles used for the Licensee's operation of the Transit Loop, without the prior written consent of the Licensors;
  - (d) Ensure that nothing is done or kept at or on the Licensed Areas which is or may be a nuisance, or which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the reasonable opinion of the Licensors may cause damage to the Licensed Areas or any neighbouring property;
  - (e) At its own expense, take all measures necessary to ensure to the Licensors' satisfaction that the plant of or appurtenance to any municipal service or public utility now or in the future on, under or adjacent to the Licensed Areas, is adequately protected against damage, impairment, destruction or loss;
  - (f) Comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the use of the Licensed Areas and the operation of the Transit Loop, including the obtaining of all necessary permits and licenses, and to save the Licensors harmless from any liability or costs suffered by them as a result of failure of the Licensee to do so;
  - (g) Notify the Licensors in writing before commencing work on major maintenance or reconstruction of the Transit Loop within the Licensed Areas.
  - (h) Provide the Licensors, their agents, employees, licensees and contractors with unrestricted access to the Licensed Areas, with notice, for the purposes of performing work or repairs;
  - (i) In the case of emergency repair to the Gardiner Expressway or other structures or services, permit the Licensors entry onto the Licensed Areas without notice,

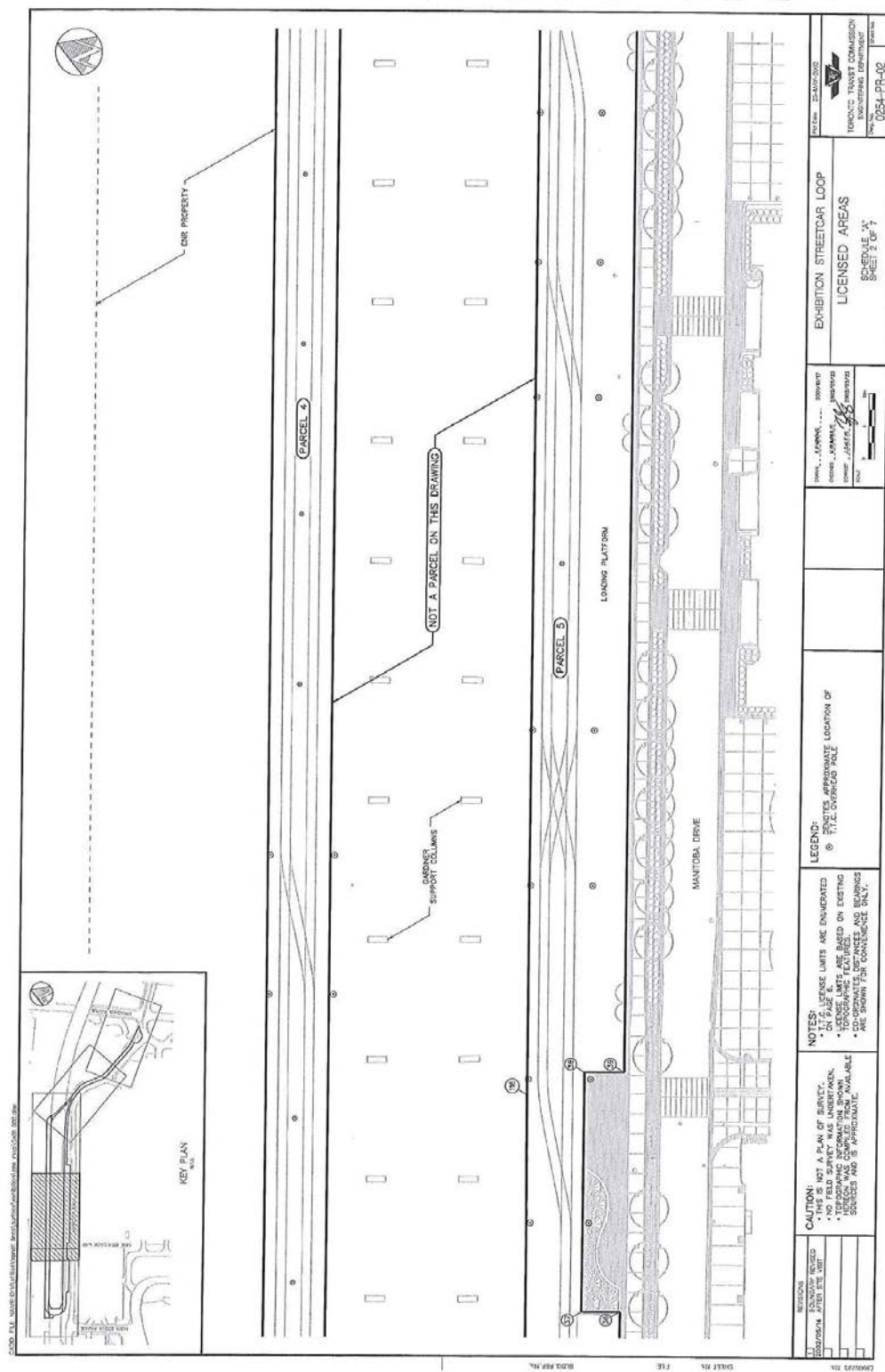
provided that the Licensors agree that they shall make reasonable efforts to give reasonable notice of entry directly to the Licensee.

- (j) Not utilize the Gardiner Expressway superstructures and/or substructures to support, whether temporarily or permanently, any plant or services which include, but are not limited to, power lines, transformers, motors, starters, lighting systems, cable and distribution, nor be utilized to support for any falsework, formwork or any other reconstruction operations without the prior written approval of the Licensors.
  - (k) Keep the Licensed Areas free and clear of obstructions, provided that no material removed from the Licensed Areas shall be placed in, around and about the Licensed Areas, with the exception of snow and ice removed from the Licensed Areas, which may be placed in the Support Areas;
  - (l) Use reasonable efforts to ensure that no inflammable or explosive substance or any hazardous or environmentally sensitive materials are brought onto or stored at the Licensed Areas in vehicles or otherwise, other than motor vehicle fuel of the vehicles permitted on the Licensed Areas;
  - (m) Agrees that the Licensors may require that the Transit Loop be shut down or temporarily relocated, provided that the parties shall work co-operatively and in good faith to minimize, as much as possible, the impact on the Licensee's operation by identifying reasonable alternatives within the Licensors' right of way. The Licensee shall pay the total cost of the temporary relocation of the Transit Loop within the Licensors' right of way and any subsequent maintenance or rehabilitation work on the Gardiner Expressway structures due to the removal and/or reinstallation of any plant or services. The Licensors shall adequately protect the TTC's infrastructure during any shutdown and shall be responsible for any damage sustained during such shutdown.
8. Restrictions/Conditions:
- (a) The Licensors shall not be responsible for any damage to the Transit Loop within the Licensors' right of way due to falling objects from the Gardiner Expressway which is not due to the negligence of the Licensors or those for whom they are responsible in law.
  - (b) The Licensee shall at all times permit the Licensors to pass over and through the Licensed Areas for the purpose of access and egress to and from the inner parking lot located in the middle of the Transit Loop and agrees that the inner parking lot does not form part of the Licensed Areas.
  - (c) The Licensors shall be responsible for providing access to the inner parking lot and will install required safety measures including up-to-date safety signage and the Licensors shall work with the Licensee on the safety measures and / or put in place from time to time of the Term and the Licensee shall have the right to review such measures.
  - (d) Where work proposed by the Licensors will result in the disruption of the operation of the Transit Loop for a period of six (6) weeks or longer, the Licensee shall be notified in writing of such disruption by the Licensors at least three (3) months in advance of the work being carried out.
  - (e)
  - (f) The TTC acknowledges that the City may undertake significant projects, such as the Gardiner Expressway Rehabilitation Project, the Waterfront Transit Reset Study, or other projects of that nature, which may result in the long-term or permanent disruption of the Transit Loop, and/or may have significant financial or operational impacts. In that event, the Licensors and Licensee agree to negotiate in good faith to identify alternatives for the operation of the Transit Loop, including alternative locations.

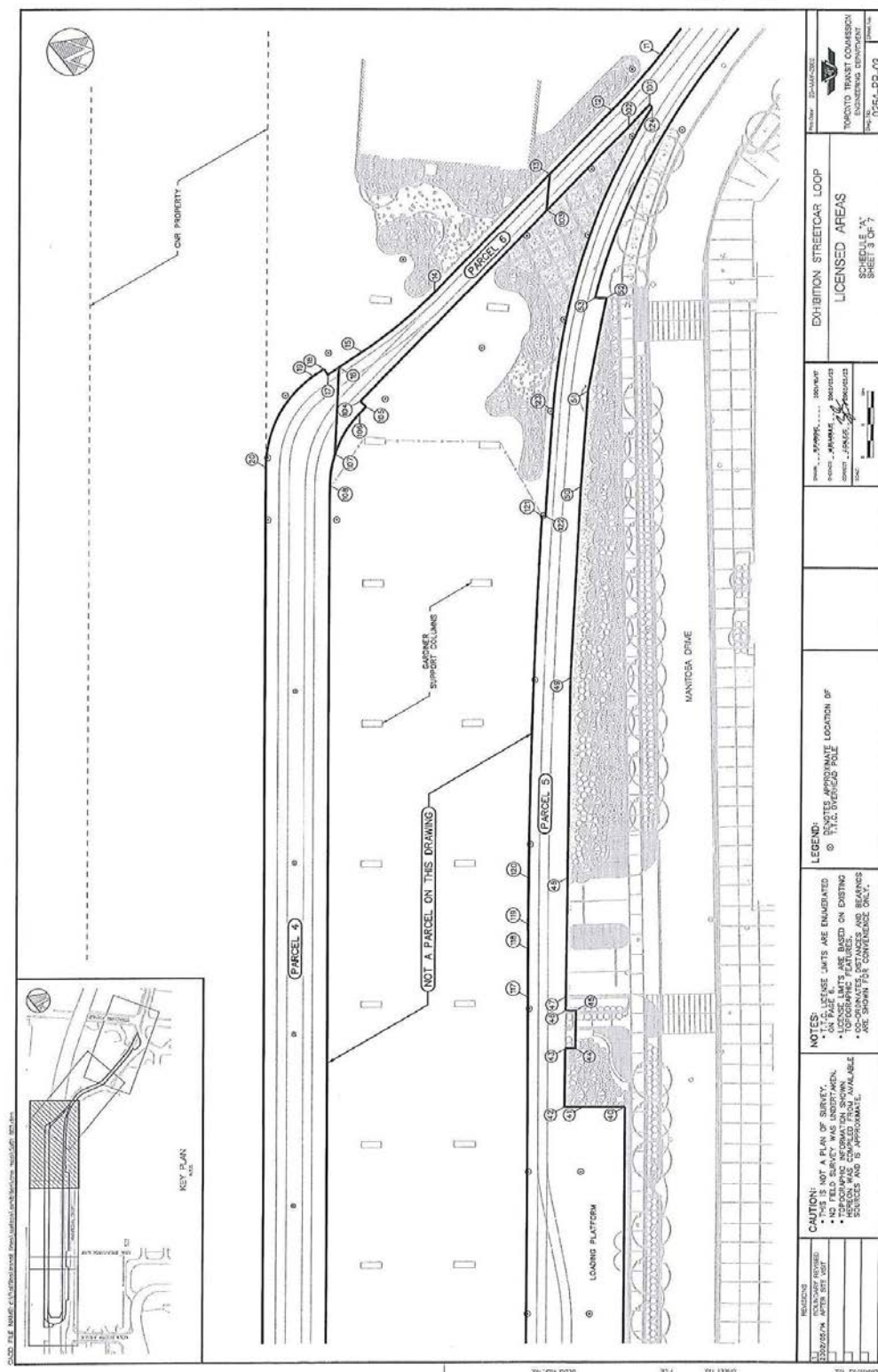
9. Standard Conditions:
- (a) Not to assign this Agreement, in whole or in part, the Licensed Areas, in whole or in part, without the prior written consent of the Licensors, which consent may be arbitrarily and unreasonably withheld.
  - (b) Indemnify the Board, and the City of Toronto, their officers, elected officials, employees and agents against any and all claims, loss, costs and damages arising as a result of the Licensee's operation for the use and occupation of the Licensed Areas.
  - (c) The Licensee shall maintain in force insurance in a form and amount satisfactory to the Licensors.

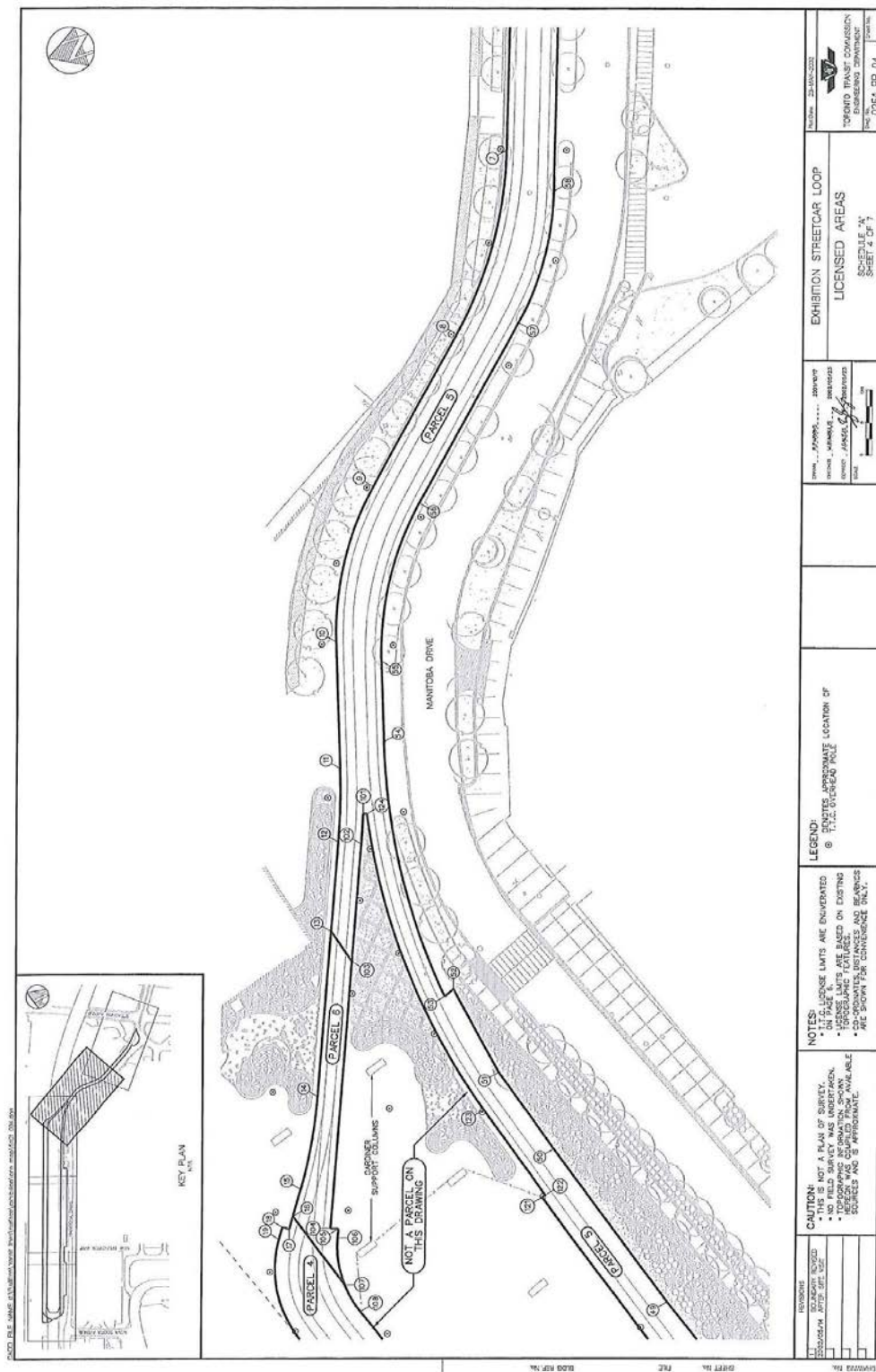


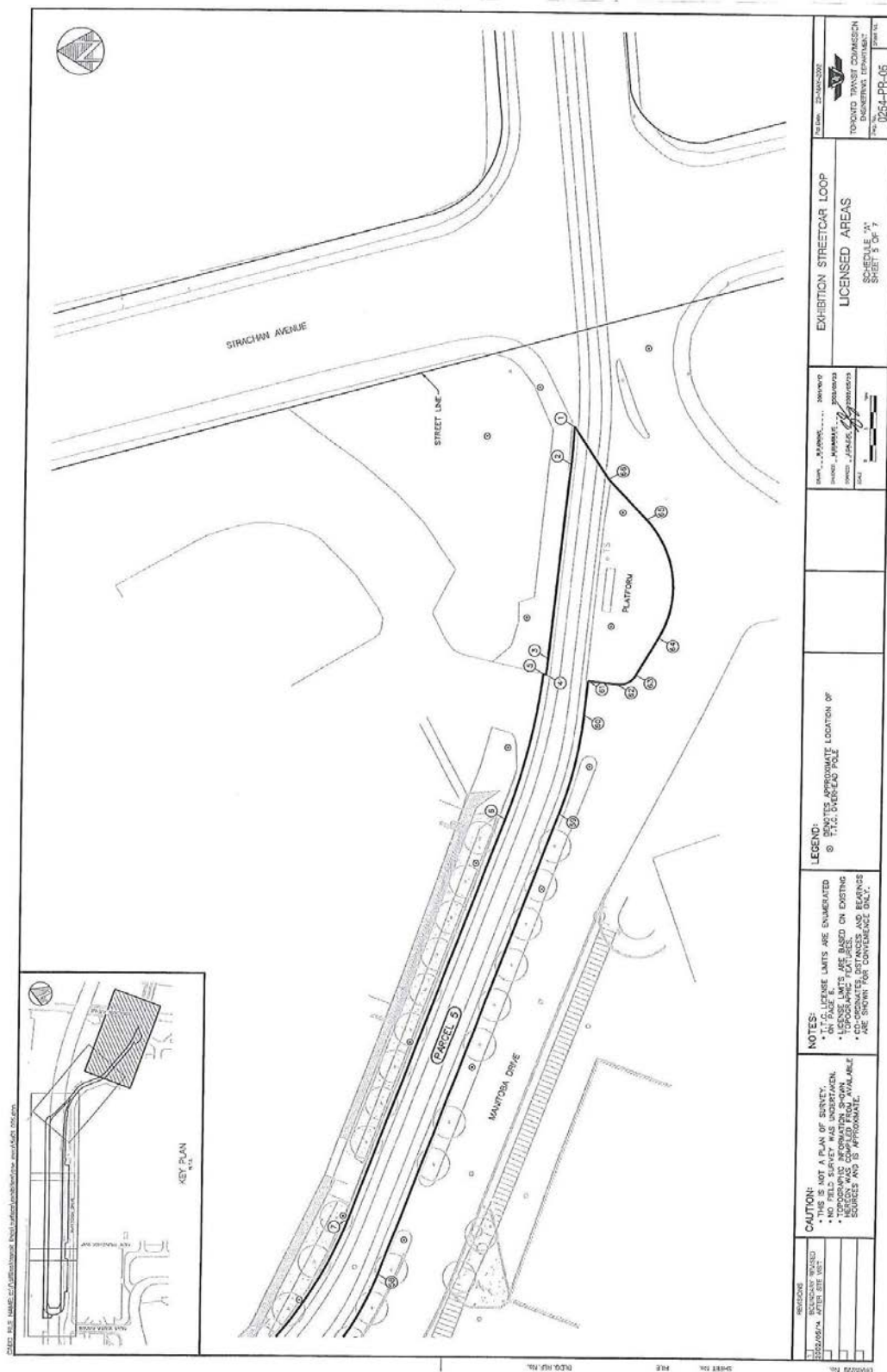












FROM POINT	TO POINT	BOUNDARY
1	2	CONCRETE COLUMN
2	66	LINE FROM POINT 1 TO POINT 66
3	3	OUTER LINE
4	4	
5	5	
6	6	
7	7	
8	8	
9	9	
10	10	1.55m OFFSET FROM GUAGE LINE OF RAIL
11	11	
12	12	
13	13	
14	14	
15	15	
16	16	
17	17	
18	18	
19	19	
20	20	
21	21	
22	22	
23	23	PROPERTY LINE
24	24	
25	25	ORNAMENTAL FENCE
26	26	
27	27	FACE OF CONCRETE COLUMN
28	28	
29	29	ORNAMENTAL FENCE
30	30	
31	31	2.55m OFFSET FROM GUAGE LINE OF RAIL
32	32	
33	33	ORNAMENTAL FENCE
34	34	
35	35	2.55m OFFSET FROM GUAGE LINE OF RAIL
36	36	
37	37	ORNAMENTAL FENCE
38	38	
39	39	2.55m OFFSET FROM GUAGE LINE OF RAIL
40	40	
41	41	ORNAMENTAL FENCE
42	42	
43	43	SHAN LINK FENCE

FROM POINT	TO POINT	BOUNDARY
43	45	CHAIN LINK FENCE
44	46	
45	47	
46	48	CHAIN LINK FENCE
47	49	
48	49	
49	50	CHAIN LINK FENCE
50	51	
51	52	
52	53	PRODUCTION 5" CHAIN LINK FENCE
53	54	
54	55	
55	56	1.05m OFFSET FROM GRADE LINE OF RAIL
56	57	
57	58	
58	59	GUTTER LINE
59	60	
60	61	
61	62	EDGE OF CONCRETE
62	63	
63	64	
64	65	PERPENDICULAR TO RAIL
65	66	
66	67	
67	68	2.25m OFFSET FROM GAUGE LINE OF RAIL
68	69	
69	70	
70	71	CHAIN LINK FENCE
71	72	
72	73	
73	74	DRIP LINE OF GARDNER EXPRESSWAY
74	75	
75	76	
76	77	CHAIN LINK FENCE
77	78	
78	79	
79	80	FACE OF CONCRETE COLUMN
80	81	
81	82	
82	83	CHAIN LINK FENCE
83	84	
84	85	
85	86	FACE OF CONCRETE COLUMN
86	87	
87	88	
88	89	CHAIN LINK FENCE
89	90	
90	91	
91	92	DRIP LINE OF GARDNER EXPRESSWAY
92	93	
93	94	
94	95	CHAIN LINK FENCE
95	96	
96	97	
97	98	LINE FROM POINT 97 TO POINT 100 (EAT)
98	99	
99	100	
100	101	CHAIN LINK FENCE
101	102	
102	103	
103	104	LINE FROM POINT 103 TO POINT 100 ENTRANCED
104	105	
105	106	
106	107	CHAIN LINK FENCE
107	108	
108	109	
109	110	PERPENDICULAR TO RAIL
110	111	
111	112	
112	113	EDGE OF CONCRETE
113	114	
114	115	
115	116	DRIP LINE OF GARDNER EXPRESSWAY
116	117	
117	118	
118	119	CHAIN LINK FENCE
119	120	
120	121	
121	122	CHAIN LINK FENCE
122	123	
123	124	
124	125	PERPENDICULAR TO RAIL
125	126	
126	127	
127	128	EDGE OF CONCRETE
128	129	
129	130	
130	131	DRIP LINE OF GARDNER EXPRESSWAY
131	132	
132	133	
133	134	CHAIN LINK FENCE
134	135	
135	136	
136	137	PERPENDICULAR TO RAIL
137	138	
138	139	
139	140	EDGE OF CONCRETE
140	141	
141	142	
142	143	DRIP LINE OF GARDNER EXPRESSWAY
143	144	
144	145	
145	146	CHAIN LINK FENCE
146	147	
147	148	
148	149	PERPENDICULAR TO RAIL
149	150	
150	151	
151	152	EDGE OF CONCRETE
152	153	
153	154	
154	155	DRIP LINE OF GARDNER EXPRESSWAY
155	156	
156	157	
157	158	CHAIN LINK FENCE
158	159	
159	160	
160	161	CHAIN LINK FENCE
161	162	
162	163	
163	164	PERPENDICULAR TO RAIL
164	165	
165	166	
166	167	EDGE OF CONCRETE
167	168	
168	169	
169	170	DRIP LINE OF GARDNER EXPRESSWAY
170	171	
171	172	
172	173	CHAIN LINK FENCE
173	174	
174	175	
175	176	FACE OF CONCRETE COLUMN
176	177	
177	178	
178	179	CHAIN LINK FENCE
179	180	
180	181	
181	182	DRIP LINE OF GARDNER EXPRESSWAY
182	183	
183	184	
184	185	CHAIN LINK FENCE
185	186	
186	187	
187	188	FACE OF CONCRETE COLUMN
188	189	
189	190	
190	191	CHAIN LINK FENCE
191	192	
192	193	
193	194	DRIP LINE OF GARDNER EXPRESSWAY
194	195	
195	196	
196	197	CHAIN LINK FENCE
197	198	
198	199	
199	200	PERPENDICULAR TO RAIL
200	201	
201	202	

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