



REPORT FOR ACTION

Licence Extension and Amending Agreement for Air Monitoring Station at Metro Hall, 55 John Street

Date: November 18, 2019

To: General Government and Licensing Committee

From: Executive Director, Corporate Real Estate Management

Wards: Ward 10 - Spadina-Fort York

SUMMARY

The purpose of this report is to obtain authority from City Council to enter into a Licence Extension and Amending Agreement for nominal consideration with Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services for the continued operation of an air monitoring station located on 2 metres by 2.5 metres of land at Metro Hall (55 John Street). The Licence Extension and Amending Agreement is necessary for the air monitoring station to continue to measure air quality contaminants that are major components of traffic-related air pollution, identified by the City of Toronto as a priority for air quality improvement initiatives.

RECOMMENDATIONS

The Executive Director, Corporate Real Estate Management, recommends that:

1. City Council grant authority to enter into a Licence Extension and Amending Agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Government and Consumer Services, substantially on the terms and conditions in Appendix A of this report, with such revisions thereto and such other terms acceptable to the Executive Director, Corporate Real Estate Management, or their designate from time to time, and in a form acceptable to the City Solicitor.
2. City Council authorize the Executive Director, Corporate Real Estate Management, or their designate, to administer and manage the Licence Extension and Amending Agreement referenced in Recommendation 1, including the provision of any consents, amendments, approvals, waivers, notices, and notices of termination, provided that the Executive Director, Corporate Real Estate Management, may, at any time, refer consideration of such matters to City Council for its determination and direction.
3. City Council individually authorize each of the Executive Director, Corporate Real Estate Management, and the Director, Real Estate Services, to execute the Licence

Extension and Amending Agreement referenced in Recommendation 1 and any related documents on behalf of the City of Toronto.

FINANCIAL IMPACT

There is no financial impact associated with the adoption of the recommendations in this report. The Licence Extension and Amending Agreement is for nominal consideration.

The licence fee will be one dollar (\$1.00), plus all applicable sales taxes, per year for the duration of the five (5) year term (the "Term"). Under the Licence Extension and Amending Agreement (the "Agreement"), Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (the "Licensee") is responsible for all costs associated with the air monitoring station which operates on the Licensed Premises, located at the north-east intersection of John Street and Wellington Street, adjacent to the enclosed stairwell as shown on the figure attached as Appendix B to this report (the "Licensed Premises").

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the financial impact information.

DECISION HISTORY

At its meeting on December 5, 6, 7, and 8, 2017, City Council adopted HL22.3 and PE23.7, "Reducing Health Risks from Traffic-Related Air Pollution (TRAP) in Toronto", which among other things, requested that the General Manager, Transportation Services, in collaboration with the Director, Environment and Energy Division conduct an air quality monitoring program for ambient PM10 and PM2.5 concentrations.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2017.HL22.3>

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2017.PE23.7>

At its meeting on October 2, 3 and 4, 2017, City Council adopted EX27.12, "Delegated Approval Form No. 2019-034", which authorized the City to enter into a licence agreement with the Licensee for a term of (1) year, to install, operate and maintain an air monitoring station at Metro Hall which commenced on February 1, 2019 and will expire on January 31, 2020.

https://www.toronto.ca/wp-content/uploads/2019/02/8ce7-2019-034_55-John-St.pdf

COMMENTS

Air Quality and Health in Toronto

Over the past decade, air quality in Toronto has improved. Policies and programs implemented at all levels of government to reduce emissions have led to downward trends in pollutant emissions, ambient air pollution levels, and related health impacts. Collaboration between all levels of government can support efforts to improve air quality in Toronto.

Health Risks from Traffic-Related Air Pollution in Toronto

The largest source of air pollution emitted within Toronto is motor vehicle traffic. Traffic-related air pollution ("TRAP") is a mixture of substances emitted from cars, buses, and trucks, including particles (PM10 and PM2.5), nitrogen oxides such as nitric oxide (NO) and nitrogen dioxide (NO₂), carbon monoxide (CO₂), and volatile organic carbons.

Exposures to TRAP are highest near highways and busy roads, and studies of people living close to roads find higher risks of health outcomes typically associated with exposure to air pollution, including a range of breathing problems, heart problems, cancer, and mortality. New research also suggests that TRAP could increase risks of other diseases such as dementia. People who are especially vulnerable to TRAP include children, the elderly, and people with certain pre-existing medical conditions who live, work, play or commute near major roadways.

Installation of Air Monitoring Station at Metro Hall

Historically, there has been limited data available on TRAP concentrations along the various segments of Toronto's roadways or highways, and data that link traffic volumes to pollutant levels. In an effort to increase the amount of data available on TRAP concentrations, the Licensee partnered with the City of Toronto in early 2019 for the installation and operation of an air monitoring station (the "AMS") at Metro Hall.

By City Council adoption of Item EX27.12, the City entered into a licence agreement with the Licensee for a term of (1) year, to install, operate and maintain the AMS at Metro Hall which commenced on February 1, 2019 and will expire on January 31, 2020. Authority is now being sought to enter into a Licence Extension and Amending Agreement for a further term of five (5) years, on the terms and conditions outlined in Appendix A of this report. Since the Licence Extension and Amending Agreement is for compensation at less than market value, Staff are only delegated approval and signing authority where the term does not exceed twelve (12) months. Accordingly, authority is now being sought from City Council for the further term of five (5) years. The installation of the AMS at Metro Hall represents a collaboration between the Licensee and the City of Toronto whereby the Licensee has installed and maintains the AMS and related equipment, and the City of Toronto supplies the land upon which the AMS was installed and operates.

The AMS at Metro Hall is one of only five (5) air monitoring stations in Toronto and therefore substantially expands the amount of information available to characterize air quality and TRAP across Toronto. The AMS at Metro Hall monitors and generates real-time air quality measures of various TRAP concentrations, namely ozone (O₃), particulate matter (PM_{2.5}) and nitrogen dioxide (NO₂).

In conjunction with the collection of traffic volumes and congestion occurrences by time and location, the air quality monitoring of TRAP concentrations can: (i) provide valuable information about the variability of concentrations of TRAP in Toronto; (ii) enable the validation of air quality models developed for the City of Toronto; (iii) support improved health assessment related to TRAP; (iv) provide information on trends in TRAP

concentrations over time; and (v) support the City's objective of reducing TRAP-related health impacts near sensitive use properties, by virtue of proximity of the AMS to the child care centre which operates at Metro Hall.

The Value of Street-Level Air Monitoring Station

Relative to the air monitoring stations which operate at other locations in Toronto, the AMS at Metro Hall is of particular importance because it is the only fixed station in Toronto located at street-level, which is most relevant for human exposure. If the AMS at Metro Hall was to be discontinued, long-term street-level TRAP concentration trends would no longer be collected in Toronto.

CONTACT

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SIGNATURE

Patrick Matozzo
Executive Director, Corporate Real Estate Management

ATTACHMENTS

Appendix A - Major Terms and Conditions
Appendix B - Licensed Premises

Appendix A - Major Terms and Conditions

Licensor:

City of Toronto

Licensee:

Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services

Licensed Premises:

Part of the property municipally known as 55 John Street, Metro Hall, located at the North-East intersection of John Street and Wellington Street, being fenced in and two metres by two and one half metres (2 X 2.5) in area adjacent to the enclosed stairwell, as shown on the figure attached hereto as Appendix "B".

Term:

Five (5) years commencing on February 1, 2020 and expiring on January 31, 2025.

Licence Fee:

One (1) dollar (\$1.00), plus all applicable sales taxes, per year for the duration of the five (5) year term.

Use:

For the continued operation of the Air Monitoring Station at Metro Hall.

Termination:

Either the Licensor or the Licensee shall have the right to terminate the Agreement upon not less than six (6) months written notice to the other party without penalty.

Indemnity:

The Licensee shall indemnify and hold the Licensor harmless against and from any and all injuries and costs of any kind or nature (including reasonable solicitors' fees) arising in connection with any third party claims arising out of: (a) injuries occurring within the Licensed Premises, (b) any intentional conduct or negligence of the Licensee or any Person for whom it is in law responsible, or (c) any breach or default in the performance of any obligation on the Licensee's part. This indemnity does not include the intentional or negligent acts or omissions of the Licensor or any Person for whom it is in law responsible. This indemnity shall survive termination of the Agreement only for events that occur prior to termination of this Agreement.

The Licensor shall have no claim against the Licensee for any damage or loss incurred by the Licensor with respect to the Licensed Premises, except and to the extent such damage or loss is as a result of the negligence or wilful misconduct of the Licensee.

Insurance:

The Licensor acknowledges that the Licensee in respect of damage to the Licensed Premises is self-insured and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by Her Majesty

the Queen in Right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

Appendix B - Licensed Premises

