



Clause embodied in Report No. 5 of the Economic Development and Parks Committee, as adopted by the Council of the City of Toronto at its meeting held on May 21, 22 and 23, 2002.

**Proposed License Agreement between the
City of Toronto and the Community History
Project for the Use of a Portion of Davenport Square
Park for the Relocation of the Tollkeepers Cottage
(Ward 21 St. Paul's)**

(City Council on May 21, 22 and 23, 2002, adopted this Clause, without amendment.)

The Economic Development and Parks Committee recommends the adoption of the following report (April 10, 2002) from the Commissioner of Economic Development, Culture and Tourism:

Purpose:

To authorize the approval to enter into a license agreement with the Community History Project for the use of a portion of Davenport Square Park for the relocation of the Tollkeepers Cottage and the operation of the Cottage as a museum devoted to early Toronto history.

Financial Implications and Impact Statement:

There are no financial implications resulting from the adoption of this report.

Recommendations:

It is recommended that:

- (1) subject to the positive results of a public meeting to be held on April 24, 2002, authority be granted to enter into a license agreement with The Community History Project for the relocation of the Tollkeepers Cottage to Davenport Square Park and the operation of the Cottage as an early Toronto history museum in Davenport Square Park, such approval to be in accordance with the terms and conditions outlined in Attachment No.1 and as detailed in this report; and
- (2) the appropriate City officials be authorized and directed to take the necessary action to give effect thereto.

Background:

In 1994, the City of Toronto was approached by the Community History Project to relocate the Tollkeepers Cottage from its temporary site at Wychwood Yard to Davenport Square Park to be operated as a museum devoted to early Toronto history, open to the public and to school children throughout the City.

The Community History Project is incorporated as an Affiliate of the Ontario Historical Society and is a non-profit organization whose objective is to research and preserve the history of Toronto and to educate the people of the City of Toronto about their past. The museum will present the evolution of the City's system of roads and road types, modes of transportation, farm life, marketing of produce based upon users of the road and into how the road developed and subdivisions developed around it.

Davenport Square Park is located at the northwest corner of Davenport Road and Bathurst Street. The park occupies an area of approximately one acre. The Tollkeepers cottage site will occupy approximately one half acre. The entire site will be contained within the retaining wall currently existing in the park, with the surrounding park area being available to the public for active or passive use. There will be limited negative impact on the park. The community has been previously consulted and supports the enhancement to the park. A further public meeting is scheduled for April 24, 2002.

Dating from the 1820's, the Tollkeepers Cottage, originally located at the corner of Davenport Road and Bathurst Street, was built by the Government of Upper Canada. It is the only early tollhouse yet discovered anywhere in Canada. It is of extremely rare vertical plank construction, a method used briefly in Canada's architectural history. The group will restore the cottage to its original condition, at its sole expense.

The terms and conditions negotiated, in principle, subject to the approval of the Economic Development and Parks Committee and City Council, are as detailed herein. The cottage will be relocated to the site for a term of twenty years and restored and maintained at the expense of the Community History Project. In exchange, the public will have the opportunity to visit another historic building within the City.

The specific terms and conditions of the License Agreement are further detailed in Attachment No. 1 of this report.

Comments:

The Community History Project, as a committed group of volunteers has carefully planned the restoration of the cottage for over seven years. Their commitment has ensured that the restoration will be at no cost to the City. In fact, the relocation of the cottage to occupy a portion of the City park will only serve to enhance the neighbourhood and the park development.

A public meeting was held to ensure that the community is in support of this project and to advise that the cottage will be available for local meetings and special events at a minimal rental fee. The cottage will be open at specified hours for general public tours and walk-throughs. For further enrichment, a special curriculum will be designed for school visits.

In order to guarantee that the City will not be liable for any costs associated with the restoration or move of the cottage, the negotiated terms include a provision whereby the Community History Project must provide evidence that it has \$176,000.00 for costs plus an additional \$11,000.00 security deposit for demolition all on or before June 1, 2002. Once the cottage is situated at Davenport Square Park, the group shall have four months to complete the restoration. Should all the conditions as specified in the proposed agreement for any circumstance not be met by December 31, 2002, the Community History Project shall relinquish any interest in pursuing the relocation of the cottage to Davenport Square Park.

The funds are to cover all construction costs and permit fees and first require the approval of the City. The Community History Project will be solely responsible for any damage to the Tollkeepers Cottage due to, but not limited to, vandalism or acts of nature.

Conclusions:

The relocation and operation of the Tollkeepers Cottage as a museum in Davenport Park offers the City a facility that does not exist elsewhere and preserves an important part of Toronto's history at no expense to the City. The community will benefit from an overall park improvement perspective at no additional cost. The proposed agreement is fair and reasonable and staff is in support of the agreement.

Contact Name:

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Attachment No. 1
General Terms and Conditions for the License Agreement

(1) Licensed Premises:

The portion of the park known as Davenport Square Park, located at the north west corner of Bathurst Street and Davenport Road for the relocation of the Tollkeepers Cottage and the construction of three sample historic roadways, subject to the review and approval of City of Toronto officials.

The Licensed premises shall include all of the land that is located within the area of the existing retaining wall but not the retaining wall itself.

The Licensee shall not have the right to use any parkland beyond the boundary of the Licensed lands. However, the Licensee may apply for permits to use additional park space from time to time, such permits being assessed on their impact on the surrounding parkland.

(2) Licensee:

Community History Project.

(3) Use:

The Licensed Premises shall be used for the relocation and installation of the Tollkeepers Cottage which shall be used as a museum devoted to early 19th century roads and transportation in Southern Ontario and containing displays relating to same and to local history. The Licensed Premises shall be open to the general public and to classes for schools.

The surrounding parklands are to be used by the public as active or passive open space parkland and the Licensee and Cottage visitors shall have no exclusive rights or claim to use the park without the approved City permits.

(4) Conditional Offer:

This License Agreement is conditional upon the following terms and conditions to be completed no later than July 1, 2002 by the Licensee.

- (a) The cottage, currently located on the City-owned property called TTC Wychwood Yard, must be moved to either the Davenport Square site or an alternate site at the Licensee's sole expense by no later than July 1, 2002. The Licensee must notify the City in writing on or before June 15, 2002, if an alternate temporary site is to be used as well as the address of the alternate temporary site.
- (b) The Licensee must obtain a minimum of one hundred and seventy-six thousand dollars (\$176,000.00) through, but not limited to, fundraising that is to be dedicated solely towards, but not limited to, the Tollkeepers Cottage relocation, repairs, renovations, foundation, ongoing security, and ongoing maintenance, any over expenditures being the sole responsibility of the Licensee. The Licensee must provide supporting documents to this affect on or before June 1, 2002.
- (c) The Licensee must secure, at its sole expense, all permits and approvals with regard to the structure and surrounding area as required by City of Toronto officials and Departments, evidence of which must be provided to the City on or before June 1, 2002.
- (d) Upon execution of this proposal, the Licensee must provide to the City, eleven thousand dollars (\$11,000.00) to be set aside in a special account administered by Heritage Toronto, to be held in trust, and used by the Licensee to relocate the cottage to a non-city-owned alternative site should the conditions of Clause 4, parts (a), (b) and (c) not be met, or to be used by the City for the relocation or demolition of the Cottage should the conditions of Clause 4, parts (a), (b) and (c) not be met. The Licensee shall retain full ownership and control of the Cottage at all times but shall have no further rights in this regard if the Cottage is not removed from the Wychwood Yard by July 1, 2002.
- (e) The Community History Project may relocate the Tollkeepers Cottage to an alternate site at its sole expense, at any time before July 1, 2002.

(5) License Term:

The License Term shall be for a period of Twenty (20) years commencing from July 1, 2002, subject to Clause 4.

(6) License Fee:

The License Fee shall be two dollars (\$2.00) per year throughout the term.

The Licensee shall be responsible for any and all taxes resulting from the use of the Licensed Premises.

The Licensee shall provide and operate a museum that shall be open to the public and to school classes.

The Licensee shall provide meeting space for community groups at reasonable costs and at times to be determined by the Licensee.

(7) Utilities and Maintenance:

The Licensee shall be solely responsible for any and all costs associated with the construction and restoration of the Tollkeepers Cottage and all ongoing costs of maintenance and operations of the Tollkeepers Cottage and the area within the Licensed Premises throughout the Licensed Term. The sole exception being responsibility for the trees on the site which shall continue to be maintained by the City.

The Licensee shall be solely responsible for grass cutting and snow removal within the Licensed Premises throughout the Licensed Term. The Licensee shall maintain the Licensed Premises in a manner that meets all City esthetical and cultural turf standards.

The Licensee shall be solely responsible for cost of installation and the payment of all utilities, including, but not limited to, water, hydro, gas and any other services to the Licensed Premises throughout the Licensed Term.

(8) Termination:

It is mutually agreed that if the Licensee shall default in any of the terms, conditions, or covenants or provisions of the License, the City may forward notice in writing of such default to the Licensee, and failure of the Licensee to cure such default to the satisfaction of the City of Toronto within 30 days after the date of the receipt of the notice shall, at the option of the City work as a forfeiture of the Licensee and shall give the City the right, at its option to treat this License as cancelled and terminated, and the term and estate vested in the City Toronto, as well as all other rights of the Licensee hereunder, shall immediately cease and expire as fully and with like effect as if the entire terms herein provided for had expired. The Licensee, upon termination of the License, shall, immediately and at its own expense, remove the Cottage from the site and restore the parkland to the grassy condition it was in at the commencement of the License Term. If

the Licensee fails to meet the removal conditions within 30 days of termination of the License, the City may enter the demised premises, with or without process of law, and take possession together with all improvements which may have been erected thereon, the Licensee waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the City as liquidated damages without compensation thereof to the Licensee.

If the Tollkeepers Cottage is relocated to a temporary site on or before July 1, 2002, and the terms and conditions stipulated in Clause 4, (a), (b), and (c) are not met by December 31, 2002, the City shall terminate any and all interest in relocating the Tollkeepers Cottage to Davenport Square Park.

(9) **Construction:**

The Licensee shall be solely responsible for any and all costs and liabilities associated with the transportation of the Tollkeepers Cottage to the site. The Licensee shall be responsible to ensure that the Cottage is moved to the concrete floor slab through the Licensed Premises in such a manner that there is no damage to existing trees or tree canopies. The Licensee shall provide a detailed site and transport plan that includes the height of the cottage during transportation and during installation on the concrete floor slab.

The Licensee shall be responsible to provide protection to any and all trees that may be potentially damaged during installation and renovation of the Cottage or during any aspect of on site work. The location and type of protection provided must be approved by City officials. There shall be no work performed or storage of any materials in the tree protection zones.

The Licensee shall ensure that the construction site is secure and meets all safety and building code requirements. All materials and equipment must be stored within the Cottage or within the hoarding area. The location and type of hoarding barrier provided must be approved by City officials. The City shall have the right to inspect the construction site at any time without prior notice.

The Licensee shall ensure that the construction site is kept in a clean and orderly state at all times. The Licensee shall be responsible for the timely and safe removal of all garbage and excess construction materials. There is to be no garbage stored on the Licensed Premises.

The Licensee shall provide exterior lighting during construction and on an ongoing basis, the style and type shall meet all safety standards and must be approved by City officials before installation. No poles or lighting standards are to be installed for this purpose.

The Licensee may install a concrete base of a size and dimension suitable for the existing Cottage and the proposed addition. The exposed concrete pad for the addition must remain surrounded by a hoarding barrier of a type approved by City of Toronto Officials until construction of the addition is complete. Construction of the addition shall not

proceed until the existing exterior Cottage restoration is complete and all plans and drawings for the addition have been approved by City Officials, which approval may be reasonably withheld.

The Licensee may restore the existing fireplace but it shall remain non-functional. The building of fires shall not be allowed on the Licensed Premises at any time. The storage of fuel of any nature will not be permitted on the Licensed Premises at any time whatsoever.

The Licensee shall provide, at its own expense, all fire extinguishers in accordance with all Fire and Safety Regulations.

The Licensee must install a security system in the Cottage for ongoing security. The security system must meet City standards and must be approved by City Officials.

The City will not be responsible or liable, in any form whatsoever, for damage or theft to the Licensee's or the Licensee's agents equipment and/or personal property from, but not limited to, use, storage or vandalism, unless and excepting damage by the City.

If the Tollkeepers Cottage is moved to Davenport Square Park on or before July 1, 2002, the Licensee shall have the exterior restoration of the Cottage completed, weather and material delivery permitting, by October 11, 2002, failure of which shall be considered a breach of the License Agreement and the License Agreement will be terminated.

If the Tollkeepers Cottage is moved to Davenport Square Park after July 1, 2002, but before December 31, 2002, the Licensee shall have the exterior restoration completed, weather permitting, within a four month period of the relocation date.

The City shall not be held liable for the Tollkeepers Cottage for any reason whatsoever.

(10) Insurance:

The Licensee shall, at all times during the term and any extension or renewal thereof, at its own expense and in the names of the Licensee and the City maintain in full force insurance coverage for legal liability for bodily injury, death or property damage in the amount of five million dollars (\$5,000.000.00) per occurrence. Every policy shall provide cross-liability coverage protecting the City in respect of claims by the Licensee. An original Certificate of Insurance is required upon execution of the Licensee agreement. The Insurance provision must be in a form and content acceptable to the City of Toronto Treasurer at all times and may be amended from time to time.

(11) Hazardous Substances:

The Licensee covenants that during its occupation of the land area no Hazardous Substances, as defined by the Environmental Protection Act or any other applicable Act, as amended from time to time, shall be placed or left by the Licensee on the site area at any time for any reason whatsoever.

(12) Signage:

The Licensee shall not erect or post any signs without the written approval of the Commissioner of Economic Development, Culture and Tourism. All signs must be of a size, design and construction that is satisfactory to the Commissioner and must meet all laws and by-laws relating to signs.

(13) Removal of Trees:

Any removal or pruning of trees by the Licensee is strictly forbidden. The City shall determine which, if any, trees are to be removed. The City shall be solely responsible for the cost of any tree removal. Destruction or removal of any tree by the Licensee shall be a breach of the License Agreement and the Lessor may terminate the agreement by 24 hours notice.

(14) Assignment:

The Licensee shall not assign or sublet without the prior written consent of the Commissioner of Economic Development, Culture and Tourism, which consent may be unreasonably withheld.

(15) The Licensee shall comply with all federal, provincial and municipal laws, including without limitation, all environmental legislation, and shall comply with by-laws, regulations and rules affecting the Licensed Premises and their use, including the obtaining of all necessary consents, permits, licenses and inspections at its own expense and to indemnify the City against all costs and other liability resulting from its failure to comply. The Licensee also covenants and agrees that it shall not carry out any work on the Licensed Premises without first receiving all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction.

(16) The Licensee shall at all times indemnify and save harmless the City from any and all claims, demands, losses, costs, charges, actions and other proceedings whatsoever including those under or in connection with the Workers Compensation Act, Construction Lien Act or any successor legislation brought against the City, directly or indirectly arising out of the Licensee's occupation or use of the Licensed Premises or any operation thereof.

(17) Documentation:

Notwithstanding any clause contained or not contained in this proposal, the License agreement must be in a form and content acceptable to the City Solicitor.