



## ACTION REQUIRED

### Licence with the Toronto Transit Commission for the TTC Loop at Exhibition Place

<b>Date:</b>	July 29, 2016
<b>To:</b>	Executive Committee
<b>From:</b>	Chief Executive Officer, Exhibition Place
<b>Wards:</b>	14 & 19
<b>Reason for Confidential Information</b>	

### SUMMARY

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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 City and the Exhibition Place site.

### RECOMMENDATIONS

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It is recommended that City Council 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 Chief Executive Officer of the Board, the Chief Corporate Officer (CCO) of the City, and in a form acceptable to the City Solicitor.

#### Financial Impact

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

#### DECISION HISTORY

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.

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2016.EX16.17>

At its meeting of July 28, 2016, the Board approved Report No. 17 dated July 20, 2016 entitled "Licence with the Toronto Transit Commission for the TTC Loop".

<http://www.explace.on.ca/database/rte/files/Item%2017-TTC%20Loop-July%202016,%202016.pdf>

## **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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Chief Executive Officer/Exhibition Place  
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Dianne Young, Chief Executive Officer

## **ATTACHMENTS**

Appendix A – Substantial Terms and Conditions of a Licence Agreement  
Schedule "A" to Appendix "A"

Appendix "A"  
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 Licensor's right of way. The Licensee shall pay the total cost of the temporary relocation of the Transit Loop within the Licensor's 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 Licensor shall adequately protect the TTC's infrastructure during any shutdown and shall be responsible for any damage sustained during such shutdown.

8. Restrictions/Conditions:

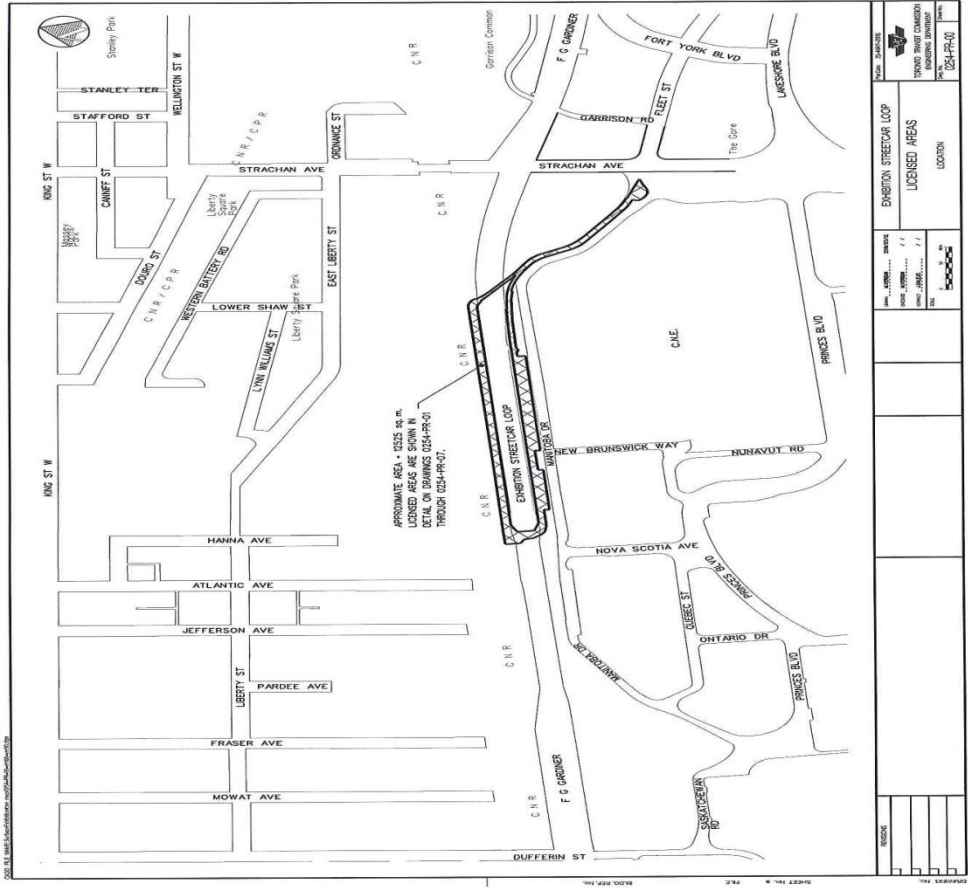
- (a) The Licensors shall not be responsible for any damage to the Transit Loop within the Licensor's right of way due to falling objects from the Gardiner Expressway which is not due to the negligence of the Licensors or those for whom they are responsible in law.
- (b) The Licensee shall at all times 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 Licensor 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 Licensor 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) The TTC acknowledges that the City may undertake significant projects, such as the Gardiner Expressway Rehabilitation Project, the Waterfront Transit Reset Study, or

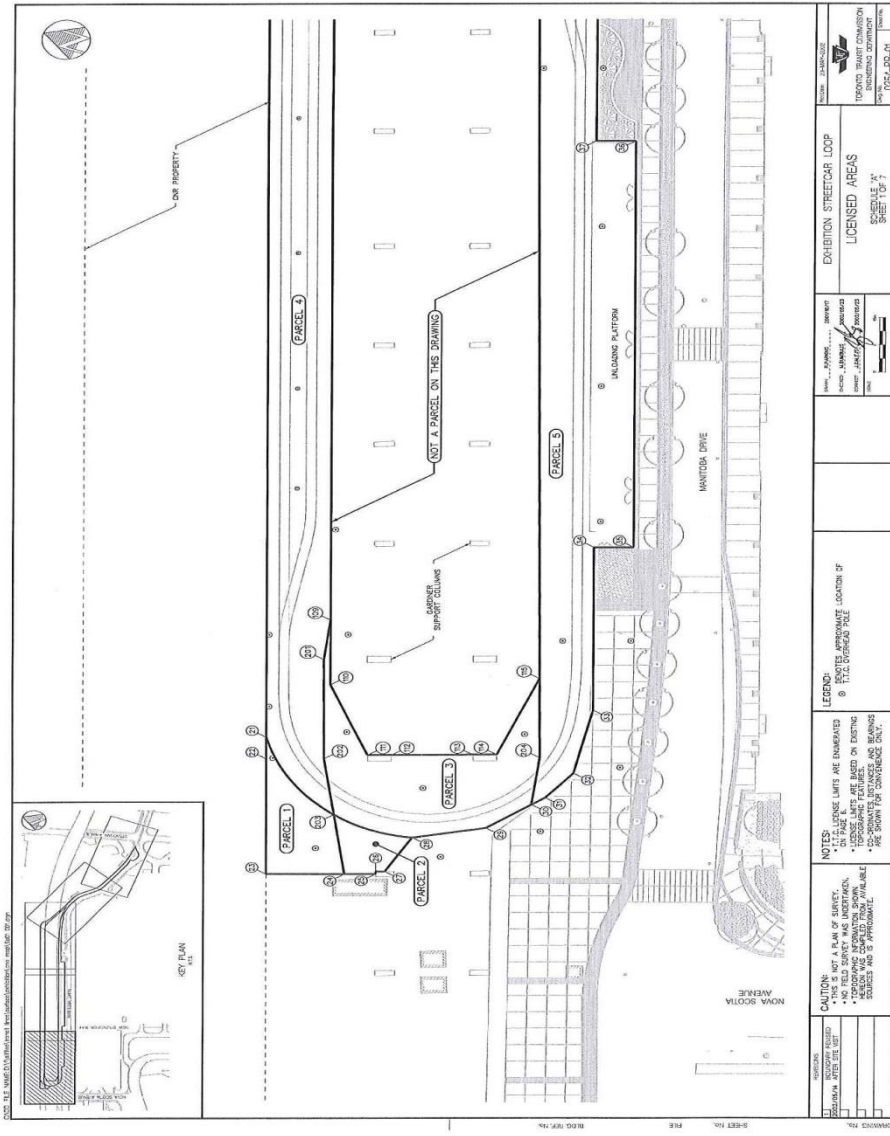
other projects of that nature, which may result in the long-term or permanent disruption of the Transit Loop, and/or may have significant financial or operational impacts. In that event, the Licensors and Licensee agree to negotiate in good faith to identify alternatives for the operation of the Transit Loop, including alternative locations.

9. Standard Conditions:

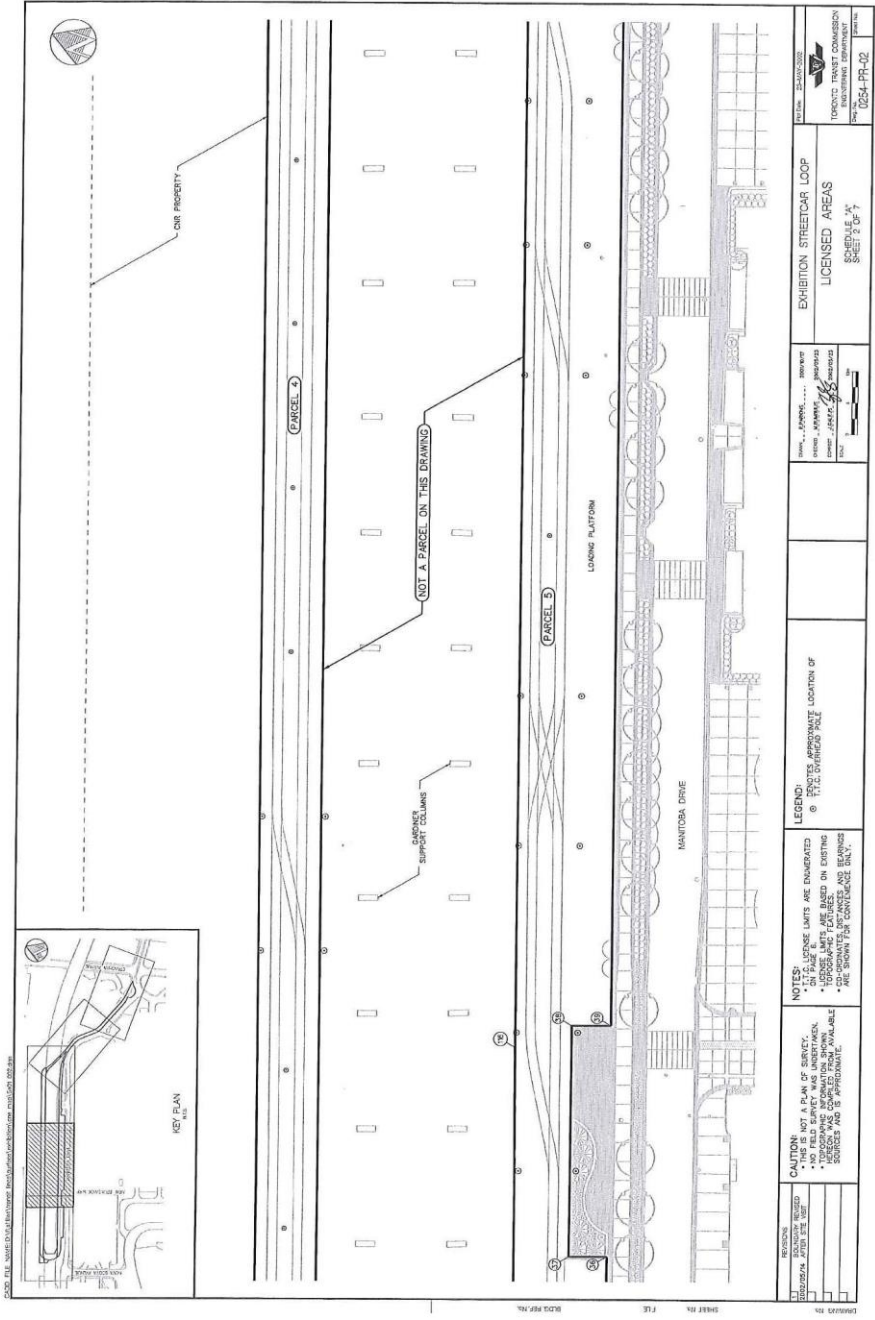
- (a) Not to assign this Agreement, in whole or in part, the Licensed Areas, in whole or in part, without the prior written consent of the Licensors, which consent may be arbitrarily and unreasonably withheld.
- (b) Indemnify the Board, and the City of Toronto, their officers, elected officials, employees 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.

# Schedule "A" to Appendix "A"

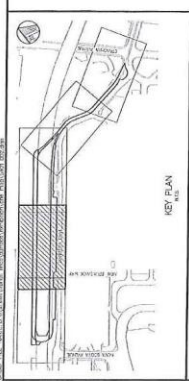




<p>NOTES:</p> <ul style="list-style-type: none"> <li>1. THIS IS NOT A PLAN OF SURVEY.</li> <li>2. NO FIELD SURVEY HAS BEEN CONDUCTED.</li> <li>3. THIS DRAWING IS BASED ON EXISTING RECORDS AND SHOULD BE VERIFIED BY A PROFESSIONAL SURVEYOR.</li> </ul>	<p>CAUTION:</p> <ul style="list-style-type: none"> <li>1. THIS IS NOT A PLAN OF SURVEY.</li> <li>2. NO FIELD SURVEY HAS BEEN CONDUCTED.</li> <li>3. THIS DRAWING IS BASED ON EXISTING RECORDS AND SHOULD BE VERIFIED BY A PROFESSIONAL SURVEYOR.</li> </ul>	<p>NOTES:</p> <ul style="list-style-type: none"> <li>1. THE LICENSE LIMITS ARE INDICATED BY THE DOTTED LINE.</li> <li>2. LICENSE LIMITS ARE BASED ON EXISTING TOPOGRAPHIC FEATURES.</li> <li>3. LICENSE LIMITS ARE SHOWN FOR CONFORMANCE ONLY.</li> </ul>	<p>LEGEND:</p> <ul style="list-style-type: none"> <li>1. LICENSE APPROXIMATE LOCATION OF 1/2" BENCH MARK</li> </ul>	<p>EXHIBITION STRETCHER LOOP LICENSED AREAS</p> <p>SHEET 1 OF 1</p>	<p>DATE: 2024-03-01</p> <p>PROJECT: EXHIBITION STRETCHER LOOP LICENSED AREAS</p> <p>SCALE: 1" = 100'</p> <p>PROJECT NO: 24-001</p>
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KEY PLAN  
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PARCEL 2

PARCEL 3

LEADING PLATFORM

MANITOBA DRIVE

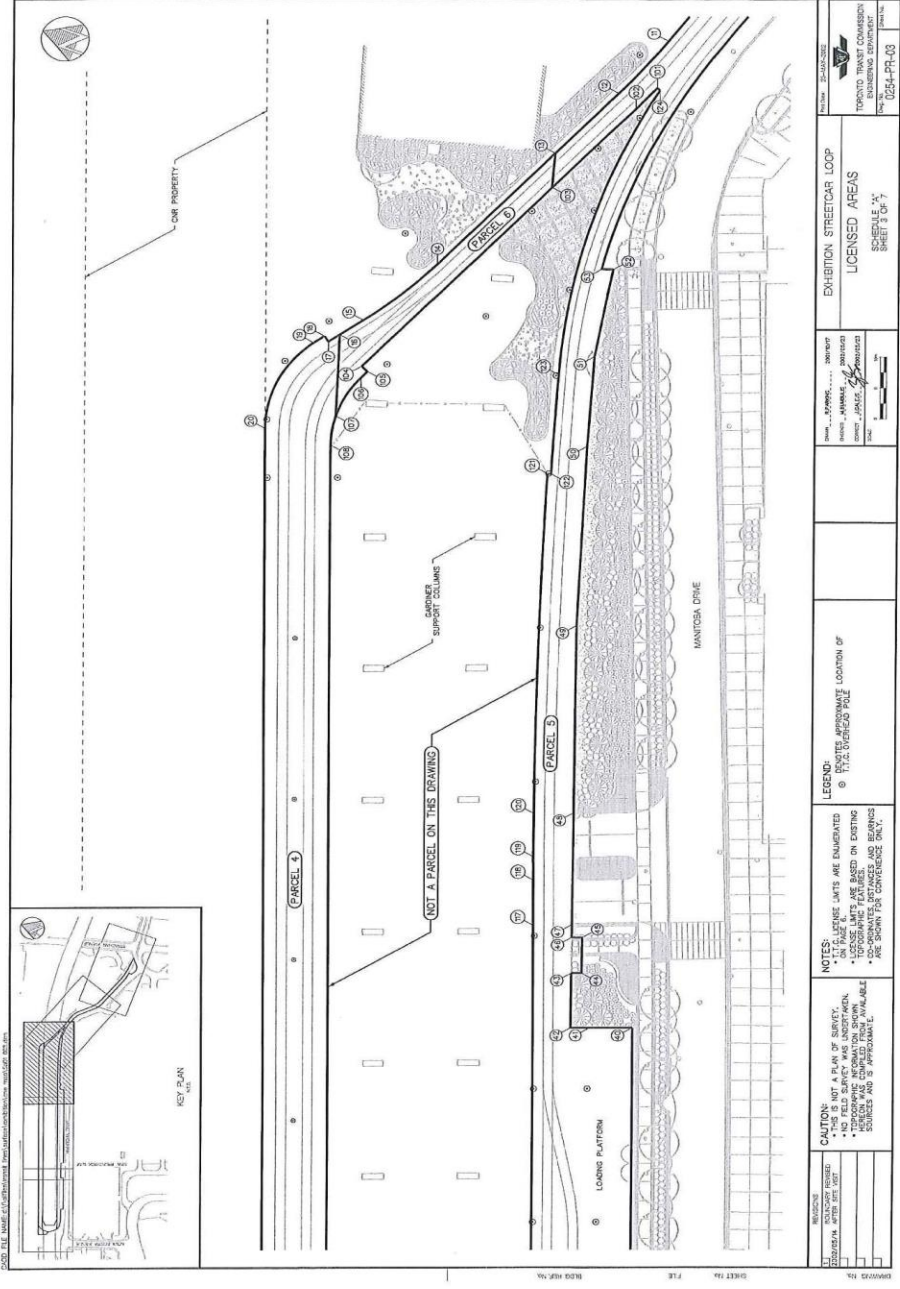
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APPROXIMATE SUPPORT COLUMNS

ON PROPERTY

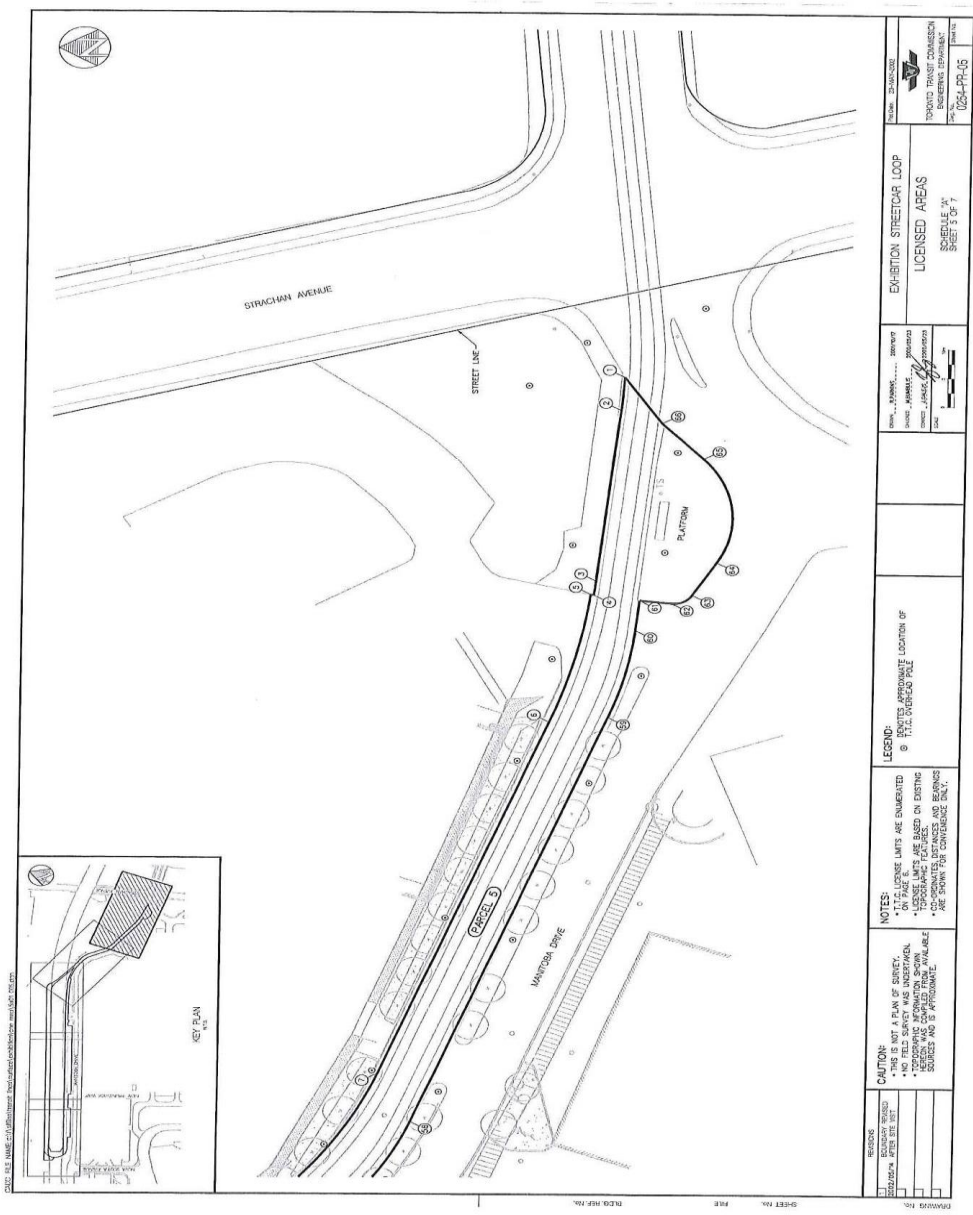
<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p><b>CAUTION</b></p> <ul style="list-style-type: none"> <li>THIS IS NOT A PLAN OF SERVICE.</li> <li>THESE LIMITS ARE BASED ON EXISTING CONDITIONS AND INFORMATION AVAILABLE AT THE TIME OF PREPARATION.</li> <li>THESE LIMITS ARE BASED ON EXISTING CONDITIONS AND INFORMATION AVAILABLE AT THE TIME OF PREPARATION.</li> <li>THESE LIMITS ARE BASED ON EXISTING CONDITIONS AND INFORMATION AVAILABLE AT THE TIME OF PREPARATION.</li> </ul>	<p><b>NOTES</b></p> <ul style="list-style-type: none"> <li>THE LICENSE LIMITS ARE DERIVED FROM THE LICENSE LIMITS.</li> <li>THESE LIMITS ARE BASED ON EXISTING CONDITIONS AND INFORMATION AVAILABLE AT THE TIME OF PREPARATION.</li> <li>THESE LIMITS ARE BASED ON EXISTING CONDITIONS AND INFORMATION AVAILABLE AT THE TIME OF PREPARATION.</li> </ul>	<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>○ THE APPROXIMATE LOCATION OF THE SUPPORT COLUMNS</li> </ul>	<p>DATE: 2014-03-03          PROJECT: EXHIBITION STREETCAR LOOP          DRAWN BY: J. BARR          CHECKED BY: J. BARR          SCALE: AS SHOWN</p>	<p>EXHIBITION STREETCAR LOOP          LICENSED AREAS          SHEET 1 OF 1          0004-PR-02</p>	<p>TORONTO TRANSIT COMMISSION          2014-03-03          EXHIBITION STREETCAR LOOP</p>
NO.	DATE	DESCRIPTION													





<b>CAUTION:</b> THIS IS NOT A PLAN OF SURVEY. INFORMATION SHOWN HEREON IS FOR INFORMATION ONLY. INFORMATION SHOWN IS NOT TO BE USED FOR CONVEYANCE. SURVEY AND IS APPLICABLE.		<b>NOTES:</b> ALL LICENSE LOTS ARE INDENTED. LICENSE LOTS ARE BASED ON EXISTING INFORMATION AND ARE NOT TO BE USED FOR CONVEYANCE. DISTANCES AND BEARINGS ARE SHOWN FOR CONVEYANCE ONLY.		<b>LEGEND:</b> (Symbol) INDICATE LOCATION OF (Symbol) INDICATE POLE		DATE: 10/11/2011 DRAWN BY: JASR CHECKED BY: JASR SCALE: AS SHOWN		EXHIBITION STREETCAR LOOP LICENSED AREAS SHEET 14 SHEET 3 OF 7		PROJECT: 1004-PP-03 DRAWN BY: JASR	
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<p><b>REVISIONS</b></p> <p>DATE: 08-14-16</p> <p>BY: [Signature]</p>	<p><b>CAUTION:</b></p> <ul style="list-style-type: none"> <li>THIS IS NOT A PLAN OF SURVEY.</li> <li>BOUNDARY LINES ARE BASED ON EXISTING RECORDS AND FIELD SURVEY.</li> <li>TOPOGRAPHIC INFORMATION, SURFACE ELEVATIONS, DISTANCES AND BEARINGS ARE SHOWN FOR CONFORMANCE ONLY.</li> </ul>	<p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>ALL LICENSE LIMITS ARE ENUMERATED BY STATION NUMBER.</li> <li>STATION NUMBERS ARE BASED ON EXISTING RECORDS AND FIELD SURVEY.</li> <li>COORDINATES, DISTANCES AND BEARINGS ARE SHOWN FOR CONFORMANCE ONLY.</li> </ul>	<p><b>LEGEND:</b></p> <ul style="list-style-type: none"> <li>○ STATION APPROXIMATE LOCATION OF LICENSED AREA</li> </ul>	<p>DATE: 08-14-16</p> <p>BY: [Signature]</p> <p>PROJECT: EXHIBITION STREETCAR LOOP LICENSED AREAS</p>	<p>PROJECT: EXHIBITION STREETCAR LOOP LICENSED AREAS</p> <p>DATE: 08-14-16</p> <p>BY: [Signature]</p>
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