



STAFF REPORT ACTION REQUIRED

Downsview Station – YRT Licence Agreement

Date:	April 29, 2015
To:	TTC Board
From:	Chief Executive Officer

Summary

Board approval is required for the five year extension to the Licence Agreement between the Toronto Transit Commission and the Regional Municipality of York. The Licence Agreement relates to the use of Downsview Station by York Region Transit (YRT) including the station's bus platform and areas for fare media sales for YRT's VIVA bus rapid transit service. The VIVA bus service from Downsview Station includes the 105 Keele North and 107 Dufferin North bus routes.

The current Licence Agreement for YRT's use of Downsview Station will expire on September 30, 2015. YRT have requested a five year extension to the Licence Agreement in order to allow YRT's continued use of the station as described in the Agreement. TTC Property, Planning and Development, Strategy and Service Planning, Finance, and Operating Departments have reviewed and agreed with the five year extension of the Licence Agreement. The continued connection of YRT/VIVA bus services at Downsview Station with TTC is important in providing accessible intermodal transit options linking the local and regional services.

Recommendations

It is recommended that the Board

1. Approve an amendment to the Licence Agreement for York Region Transit use of Downsview Station to include a further five year extension to September 30, 2020.
2. Authorize the execution of the Second Amending Agreement on terms and conditions acceptable to the TTC's General Counsel.

Implementation Points

The requested extension to the YRT Licence Agreement is the second renewal of the agreement (Second Amending Agreement). The five year renewal will take the total

accumulative length of the agreement beyond a ten year period and as a result Board approval is required as per Corporate Policy 6.5.0 Authorization for Expenditures and Other Commitments.

A copy of the Licence Agreement has been attached as Appendix I and the First Amending Agreement is attached as Appendix II.

Financial Impact

The YRT make quarterly payments to the TTC for the use of Downsview Station. This payment includes the proportionate annual maintenance and hydro utility costs for YRT’s use of the station. The payments will increase in 3% increments over each year and are collected as a recovery of TTC expenses within the TTC’s operating budget. The projected quarterly payments to be received by TTC are broken down as follows:

Year	Maintenance Costs	Hydro Costs	Total Annual Fee	Quarterly Fee
11 (2015-16)	\$36,702.78	\$1,751.36	\$38,454.14	\$9,613.54
12 (2016-17)	\$37,803.86	\$1,803.90	\$39,607.76	\$9,901.94
13 (2017-18)	\$38,937.98	\$1,858.02	\$40,796.00	\$10,199.00
14 (2018-19)	\$40,106.12	\$1,913.76	\$42,019.88	\$10,504.97
15 (2019-20)	\$41,309.30	\$1,971.17	\$43,280.47	\$10,820.12

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

Accessibility/Equity Matters

Downsview Station is an accessible station with barrier free paths linking all levels of the station including the bus platforms, subway platforms, and the street and concourse levels of the station. All of the YRT VIVA buses are also fully accessible. The connection of VIVA buses at Downsview Station provides an accessible intermodal connection between TTC and YRT transit services, which is integral to promoting local and interregional travel connections.

Decision History

Refer to Board Meeting No. 1841, dated April 14, 2004.

“York Region Rapid Transit Plan (YRTP) (Downsview and Don Mills)”

Link:

[http://www.ttc.ca/About the TTC/Commission reports and information/Commission meetings/2004/Apr 14 2004/Other/York Region Rapid Transit Plan.pdf](http://www.ttc.ca/About%20the%20TTC/Commission%20reports%20and%20information/Commission%20meetings/2004/Apr%2014%202004/Other/York%20Region%20Rapid%20Transit%20Plan.pdf)

Decision: Approved

Issue Background

In 2004, the Board approved the use of Downsview Station and Don Mills Station by YRT, including the bus platforms and portions of each station for fare media sales. YRT's use of these two stations was in support of the York Region Rapid Transit Plan, which was an initiative introduced in 2005 in order to promote a rapid bus service within York Region. The YRT bus service was implemented on four key transportation corridors within the Region: Yonge Street, Highway #7, Vaughan north-south connection to York University to Downsview Station, and a Markham north-south route to Don Mills Station.

Following Board approval in 2004, the TTC entered into a Licence Agreement with YRT for the use of Downsview Station. A separate agreement was entered into between TTC and YRT for the use of Don Mills Station. The Licence Agreement dated November 23, 2005, for YRT's use of Downsview Station went into effect on October 1, 2005 and was for an initial period of five years, attached as Appendix I. The Licence Agreement required YRT to pay to the TTC an annual licence fee, as well as the ongoing maintenance and hydro costs associated with YRT's use of the station. The Licence Agreement specified that this licence fee was required in order for the TTC to recover the capital costs of the YRT's use of the station. The terms of the Licence Agreement stated that any renegotiation of the licence between TTC and YRT would take into account that the YRT had already reimbursed the TTC in full with respect to its capital costs by the end of the initial five year period.

Upon expiry of the Licence Agreement in September of 2010, YRT requested renewal of the agreement for an additional five year period. The First Amending Agreement, attached as Appendix II, was executed and went into effect on October 1, 2010. The agreement is now due to expire on September 30, 2015. The First Amending Agreement provided an updated payment schedule which included the maintenance and hydro costs associated with YRT's operation in the station, but not a licence fee.

Comments

The Licence Agreement between TTC and YRT respecting the use of Downsview Station for the VIVA bus services is the formal mechanism which facilitates the intermodal connection between the two transit services at this station. These types of connections are integral to providing and promoting integrated transit services at the local and regional levels. Staff recommends the execution of a Second Amending Agreement in order to extend YRT's use of Downsview Station in order to support the essential connection between the two transit services.

Contact

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Attachments

Appendix I – Licence Agreement – Nov 23, 2005

Appendix II – First Amending Agreement – Sept 21, 2010

#03078-20-144

Appendix I

THIS AGREEMENT made as of this ^{23RD} day of Nov. 2005

BETWEEN:

TORONTO TRANSIT COMMISSION
(the "Commission")

OF THE FIRST PART

-and-

THE REGIONAL MUNICIPALITY OF YORK
(the "Region")

OF THE SECOND PART

WHEREAS:

- (A) The Commission is a corporation continued pursuant to the City of Toronto Act, 1997 (No.2) S.O. 1997, C.26 as a statutory commission operating a public transportation system within the City of Toronto (the "Subway") that includes the Downsview Subway Station on the Spadina Subway Line (the "Subway Station");
- (B) The Region operates a public transportation system within the boundaries of The Regional Municipality of York ("the Region") and parts of the City of Toronto;
- (C) The Region wishes to use the Commission's Bus Platform at the Subway Station (the "Bus Platform"), more particularly defined in clause No.1 of this agreement and illustrated on the attached Appendix "A", for the convenience of its passengers; and
- (D) The operation and use of the Bus Platform by the Region will be subject to the provisions herein set out.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration and the sum of two dollars (\$2.00) of lawful money of Canada now and paid by each of the parties to the other (the receipt and sufficiency of which are hereby acknowledged by both parties), the parties hereto covenant and agree to and with each other as follows:

1. Use

The Commission agrees to permit the Region and its contractor(s) the exclusive use of the Bus Platform as shown on Appendix "A". The Region shall be permitted to operate its service from the Bus Platform during the operating hours of the Subway (which hours may be amended from time to time at the sole discretion of the Commission). The Commission shall provide written notification to the Region of any operational changes thirty (30) days prior to the change taking effect.

The Region and its contractors shall have a right of access to its ticket vending and validation machines installed on the Bus Platform during Subway Station operating hours in order to arrange for the collection of cash deposits and to service the ticket vending machines. The Commission shall grant the Region reasonable access to the Subway Station and Bus Platform prior to the commencement of the Term in order to complete any necessary work and to install any equipment, including ticket vending machines.

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The Bus Platform is to be used as passenger boarding area for the Region vehicles, and the Commission agrees to permit the Region to use the bus terminal roadway leading to and from the said Bus Platforms for the purpose of access to and egress therefrom, as shown on Appendix "A". The Region further agrees that the Region and its contractor(s) will adhere to the operating procedure set out by the Commission which may be amended from time to time at the sole discretion of the Commission, unless otherwise advised in writing by the Commission.

The Region and its contractors, agents, subcontractors, employees and any other person or organization to which it is legally bound, shall adhere to any written or verbal instructions given by on-site TTC supervisors, acting reasonably, especially in cases of emergencies, to ensure the safety of passengers and efficient operation of the bus terminal.

2. Term

The term of this Agreement shall be for a period of five (5) years commencing October 1, 2005 and terminating on September 30, 2010, subject to the renewal options set out in clause 4 unless otherwise terminated as provided herein (the "Term").

3. Termination

Either party shall have the right to terminate this Agreement, without cause, on one (1) year's notice to the other party.

4. Option to Renew

Provided the Region is not in default, the Region shall, at its option, have the right to renew this agreement for an additional five (5) years under the same terms and conditions save and except the Licence Fee and Maintenance Costs which shall be renegotiated between the parties.

The Commission acknowledges that the Licence fee set out in clause 19 of this agreement for the first five(5) years of the Term has been calculated in order to enable to recover capital costs incurred by the Commission in full by the end of the fifth year of the Term. Accordingly, the negotiation of any licence fees for any renewal period shall take into account that the Region has reimbursed the Commission in full with respect to its capital costs.

The Region shall provide the Commission with at least six (6) months' written notice of its intent to exercise the renewal option set out herein, failing which the option as granted pursuant to this clause shall become null and void.

In the event the parties are unable to agree to a Licence Fee and/or Maintenance Costs for the renewal term, then the parties agree that the provisions of clause 27 (Arbitration) of this agreement shall apply.

5. Transfer or Assignment

In the event of any transfer, sale or assignment of the Region's operations, the Region shall require any transferee, purchaser or assignee, as the case may be, to assume this Agreement or any part thereof, whereby such transferee, purchaser or assignee agrees to observe and perform all of the covenants and obligations of the Region under this Agreement.

Notwithstanding the above, the Region shall remain bound by the covenants of the Agreement unless and until the Commission receives executed copies of the assumption and assignment agreements and the Commission receives a payment of \$1,000, to reimburse the Commission for its reasonable costs and out-of-pocket expenses incurred in processing the transfer.

The assumption agreement shall be in a form satisfactory to the Commission and shall obligate the transferee to observe and perform all of the covenants and obligations of the Region under this Agreement, other than those obligations that the Region has already fulfilled.

Upon receipt of the foregoing, if the Commission is satisfied with the covenant of the transferee, the Commission, acting reasonably, may agree in writing to release the Region and its contractor in all or in part from its covenants, liabilities and obligations hereunder.

6. Default

Unless otherwise stated in this Agreement, in case of default by either party in due performance of any of the covenants, provisos or conditions hereunder, and such default continuing for thirty (30) days after receiving notice from the non-defaulting party of its intention to terminate or cancel this Agreement, the non-defaulting party shall have the right to cancel this Agreement and any losses or damage sustained by the non-defaulting party by reason of such default or cancellation may be recovered from the defaulting party as liquidated damages ("Default").

7. Indemnification

The Region, its officers, directors, employees, and contractor(s) agree to indemnify the Commission, its officers, commissioners, employees and agents from and against all actions, suits, claims and demands of any character which may be brought against or made upon the Commission; against all loss, cost, damages or expenses which the Commission may sustain, suffer, incur or become liable for resulting out of or arising from this Agreement or the negligence (including omissions) of the Region, its officers, directors, employees or contractor(s), save and except for any negligence of the Commission, its officers, commissioners or employees which are based upon, arise out of, or are connected with the use of the Bus Platform.

8.0 Insurance

- (A) The Region and its contractor(s) covenants that it shall take out and keep in full force and effect throughout the Term of this Agreement and any renewals thereof commercial general liability insurance against claims for personal injury, bodily injury including death, and property damage or loss, arising from the Region's operations thereon and that which is sustained during, in relation to or connected with the Region's use of the Bus Platform and all activities relating to such use or any other matter associated with the Region's operations.
- (i) The insurance shall be for an all-inclusive limit of not less than Ten Million (\$10,000,000) Dollars or such other amount as the Commission may from time to time determine;
 - (ii) Such insurance shall specifically state by its wording or by endorsement that the Commission is included as an additional insured under the policy.
- (B) The Region and its contractor(s) covenants that it shall take out and keep in full force and effect throughout the term of this Agreement and any renewals thereof automobile insurance on motor vehicles both owned and non-owned. Such insurance shall provide limits of not less than Five Million Dollars (\$5,000,000) Dollars on a per occurrence basis.
- (C) The Region covenants that it shall take out and keep in full force and effect throughout the term of this Agreement and any renewals thereof property insurance coverage in such amounts as required to adequately cover the property, equipment and other such property in the care, custody and control of the Region. The policy shall contain a waiver of rights of subrogation against the Commission.

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- (D) All policies shall each contain an endorsement that the policies are not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Commission at least sixty (60) clear days before the effective date thereof.
- (E) The Region and its contractor(s) shall deliver to the Commission, prior to the commencement of this Agreement and all subsequent insurance renewals while this Agreement is in effect, a Certificate of Insurance for the various insurance certificates requested and in a form to the satisfaction of the Commission.

9. Incidents

The party reporting the incidents (the "Reporting Party"), pertaining to or resulting from the use of the Bus Platform, in writing, to the other party forthwith. If available, the Reporting Party shall provide all reports to the other party describing the incident the complete details.

10. Interruption of Services

In the event that the normal bus service of the Region is partially or wholly interrupted directly associated with Commission operations, for a period of more than ten (10) consecutive days by a strike, lockout, sit down, slow down, or other labour trouble affecting operations, the Commission agrees to rebate The Region a proportionate share of the annual Maintenance Costs and Licence Fee, in a manner agreeable to both parties.

The Region however shall not be entitled to any reimbursement for any portion of the Maintenance Costs or the Licence Fee should the Region's service be directly interrupted by the actions and operations of the Region, its employees, agents, contractors, subcontractors or any person it is legally bound.

11. Force Majeure

The respective obligations of each party hereunder, shall be suspended during the time and to the extent that such party is prevented from complying therewith in whole, or in part, by war or warlike conditions, actual or potential terrorism, earthquake, fire, flood, strike, labour trouble, of accident, riot, inability to get materials or services, power failure, restrictive governmental laws or regulations, insurrection, sabotage, rebellion, act of God, or any other causes beyond the reasonable control of such party. The respective obligations are excused for the period of delay and the party delayed will do what was delayed or prevented within the appropriate period after the delay has ceased. Each party agrees to notify the other promptly of any such force majeure occurrence.

12. Partial Invalidity

If any term, covenant or condition of this Agreement or the application thereof of any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13. Binding

This Agreement shall be binding on and enure to the benefit of the parties thereto and their respective successors, and assigns.

14. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

15. Time is of the Essence

Time shall be of the essence in this Agreement.

16. Waiver

No indulgence or forbearance by any of the parties hereto shall be deemed to constitute a waiver of such parties rights to insist on performance in full and in a timely manner of all covenants contained herein, and any such waiver, in order to be binding upon any party must be express and in writing. No waiver of any provision, condition or covenant shall be deemed to be a waiver of the right of any party to require full and timely compliance with the same terms, conditions or covenants thereafter, or with any other terms, covenants or conditions of this Agreement at any time.

17. Damage or Destruction

If damage or destruction of the Subway Station or Bus Platform is such that they are rendered unfit for operation as part of the public transit system as determined at the sole discretion of the Commission, and damages cannot be repaired with reasonable diligence within 120 business days or any other time agreed by both parties, this Agreement may be terminated by either party effective on the date of the damages or destruction. The Commission shall, no later than 30 business days from the date of such damage or destruction, provide the Region with a written assessment of the damages to the Subway Station and Bus Platform and the scope of such repairs.

In the event of termination, the Agreement and the Term hereby demised shall cease and be at an end as of the date of such damage or destruction and the initial Licence Fee and Maintenance Costs for which the Region is liable under the terms of the Agreement shall be apportioned and paid in full or refunded, as the case may be, to the date of such destruction or damage.

The Region agrees to execute whatever documents may be required by the Commission or the Commission's insurer in order that all proceeds of insurance relating to structures, equipment, or facilities, other than the Region's trade fixtures forming part of the Bus Platform shall be released to the Commission.

The Commission represents that it will take all reasonable steps to allow the Region to continue operations at the Bus Platform in the event of any damage or destruction. However, under the circumstances, the Commission may not be able to continue to provide all services as outlined in this Agreement. The Commission may, at its sole option, elect to rebuild the Subway Station and Bus Platform but is under no obligation to do so if they are rendered unfit for operation.

18. Overholding

Should the Region continue to use the Bus Platform after the expiration of the Term, without any renewal agreement, and without the consent of the Commission, the Region shall be considered to be a month-to-month Licensee and shall continue to pay to the Commission a License Fee and Maintenance Costs equal to the maintenance costs and hydro costs payable in the last month of the Agreement, until such reasonable time as a renewal agreement is executed.

All terms and conditions as herein provided, except as to the length of the Agreement, shall also continue to apply.

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19. Licence Fee/Maintenance Costs

The Region agrees to pay to the Commission a Licence Fee and the Maintenance Costs (includes fringes and overheads) as set out in the table below, plus GST, without any prior demand and without any deduction, abatement, set-off or compensation whatsoever. The Region will pay the Commission on a quarterly basis in advance: March 1st, June 1st, September 1st and December 1st in every year during the Term of this Agreement including, negotiated periods. The first payment shall be due and owing no later than October 16, 2005 (the date on which The Region shall commence operations) provided that the amount due shall be pro-rated accordingly.

YEAR	LICENSE FEE	MAINTENANCE COSTS	HYDRO	TOTAL ANNUAL FEE	QUARTERLY FEE
1	\$30,100. ⁰⁰	\$27,311. ⁰⁰	\$1,300. ⁰⁰	\$58,711. ⁰⁰	\$14,678. ⁰⁰
2	\$30,100. ⁰⁰	\$28,130. ⁰⁰	\$1,421. ⁰⁰	\$59,651. ⁰⁰	\$14,913. ⁰⁰
3	\$30,100. ⁰⁰	\$28,974. ⁰⁰	\$1,464. ⁰⁰	\$60,538. ⁰⁰	\$15,135. ⁰⁰
4	\$30,100. ⁰⁰	\$29,843. ⁰⁰	\$1,508. ⁰⁰	\$61,451. ⁰⁰	\$15,363. ⁰⁰
5	\$30,100. ⁰⁰	\$30,738. ⁰⁰	\$1,553. ⁰⁰	\$62,391. ⁰⁰	\$15,598. ⁰⁰

21. Books and Records

The Region shall have the right to audit all books and records at its sole cost and expense (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Commission, including, but not limited to those kept by the Commission, its employees, agents, assigns, successors and subcontractors. The Commission shall maintain such books and records, together with such supporting or underlying documents and material for a period not to exceed seven (7) years. The books and records, together with the supporting documents and materials shall be made available upon request to the Region, through its employees, agents, representatives, contractors or other assignees during normal business hours of the Commission's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in The Regional Municipality of York, Ontario, which is convenient for the Region.

This clause shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Region may have by Federal, Provincial, or other Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

22. Maintenance Activities

The Commission shall undertake the normal day-to-day maintenance activities of the Bus Platform and roadway including but not limited to: snow clearing, washing and sweeping, building maintenance/repairs, re-lamping of loop lighting and janitorial.

The Commission may require additional items of maintenance to be added over the Term of this Agreement. In the event the Commission elects to increase maintenance services the Commission shall notify the Region and the Region shall contribute its reasonable share of such services. Both parties shall agree upon additional costs in writing.

23. Obligations as Covenants

Each obligation or agreement of the Commission or the Region expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.

24. Extended Meanings

The words "hereof", "hereunder" and similar expressions used in any part of this Agreement and not to that part only, unless there is a clear indication otherwise. Words importing the singular shall also include the plural and vice versa; words importing the masculine gender shall include both the feminine and neuter genders and vice versa; words importing persons shall include firms, corporations, associations, bodies politic, partnerships and vice versa. In this Agreement, "includes" means "includes without limitation"; "including" means "including without limitation".

25. Headings

The headings in this Agreement are inserted for convenience or reference only and in no way, define, limit, construe or describe the scope or intent of any part of this Agreement.

26. Paramountcy

The Region recognizes and acknowledges that the purpose of the Commission, the Subway, and the operation and existence of the Subway Station and Bus Platform is solely for the use and convenience of patrons of the Subway, notwithstanding that it may be incidental to other uses as well. The operation, regulation and use of the public transportation system are and shall remain the responsibility of the Commission in its sole and unequivocal discretion. The construction, operation and use of the Subway, Subway Station, and Bus Platform shall be subject to the priority of public safety and the operation of the Subway.

27. Further Assurances

Each party shall, from time to time and upon reasonable request, make or cause to be made all such further acts, deeds, assurances, and things as may be required to implement more effectively the true intent of this Agreement.

28. Notices

Wherever notice is required to be given hereunder by either party hereto, it shall be sufficiently given if delivered by prepaid courier or mailed by registered mail addressed to the following:

Toronto Transit Commission
1900 Yonge Street
Toronto, Ontario
M4S 1Z2
Attention: General Secretary
Fax: (416) 485-9394

and to The Region at:

The Regional Municipality of York
17250 Yonge Street
Newmarket, Ontario
L3Y6Z1
Attention: General Manager, York Region Transit
Fax: (905) 762-2113

Any party may change the address set out above by appropriate written notice to the other party. In any case, any such written notice shall be deemed to have been received on the date of its delivery or, if mailed, on the third (3rd) business day after mailing. If postal service is interrupted or substantially delayed, any notice, demand, request or other instrument shall be delivered in person.

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28. Arbitration

If the parties are unable to agree on any matter calling for agreement herein, or if any dispute shall arise out of or in connection with this Agreement which cannot be resolved by negotiation between the parties, then the matter shall be resolved by arbitration before a single arbitrator in accordance with the provisions of the Arbitration Act of Ontario, then in effect.

The provisions contained in such Arbitration Act shall apply in all respects, save and except that the decision of the arbitrator shall be final and binding upon the parties and not subject to appeal.

For greater certainty, this provision and the Arbitration Act do not apply to:

- a) Any matter which is within the jurisdiction of the City of Toronto or the Ontario Municipal Board to decide pursuant to the Planning Act or any similar or successor legislation;
- b) Any instance where a statutory power or tribunal has been established to determine the matter.

29. Entire Agreement

This Agreement, including all Appendices, constitutes the entire Agreement between the parties with regard to the matters dealt with in it and supersedes and replaces all prior representations, negotiations, understandings and agreements, whether oral or written, between the parties with respect to this Agreement.

30. Approvals

Whenever in this Agreement, any request, opinion, requirement, decision, review, discretion or approval (collectively or individually hereinafter called "Approval") of either party is required or made, or wherever in this Agreement any matter requires the agreement of the parties hereto, such Approval or matters shall be determined by each party or parties acting reasonably and as expeditiously as possible unless otherwise provided in this Agreement.

31. Rules and Regulations

The Region covenants and agrees to abide by and be bound by such rules and regulations, including but not limited to, municipal by-laws governing the idling of buses, environmental protections, fire safety, health and safety, and other rules and codes that may be established from time to time by the Commission or authorities having jurisdiction.

32. Inflammable Materials

The Region agrees that it shall take all reasonable precautions to prevent any of its vehicles from carrying inflammable liquid into the Bus Platforms and prevent the storage of any inflammable liquid, upon the Bus Platform. The exclusion shall not apply to the entry and parking of motor vehicles carrying inflammatory liquids solely for the purpose of their own propulsion.

The Region further covenants that it will take every reasonable precaution to prevent any dangerous or explosive materials from being kept in or upon its vehicles.

33. Alteration and Abandonment

The Subway Station or Bus Platform shall not be abandoned or relocated by either party without the prior written consent of each party that shall not be unreasonably withheld. Any changes to the Subway Station or Bus Platform that affects pedestrian and/or vehicular access shall be paid for by the requesting party.

34. Property Taxes

The Region agrees to pay to the Commission or directly to the taxing authorities, in each year of the Term of this Agreement, its proportionate share of all taxes, rates, duties, levies, fees, charges and assessments whether municipal, parliamentary or otherwise that may be levied, rated, charged or assessed from time to time on the Subway Station or Bus Platform.

IN WITNESS WHEREOF the parties hereto have executed this agreement

APPROVED
AS TO FORM
GENERAL COUNSEL
APPROVED
AS TO SUBSTANCE
COUNSELLOR
ORIGINATING DEPT.
APPROVED
AS TO ACCOUNTING
GENERAL MANAGER
FINANCE

TORONTO TRANSIT COMMISSION

Per: R. Ducharme
Name: RICHARD G. DUCHARME
Title: CHIEF GENERAL MANAGER
Per: Vincent Rodo NOV 23 2005 c/s
Name: VINCENT RODO
Title: GENERAL SECRETARY

I/We have the authority to bind the Corporation.

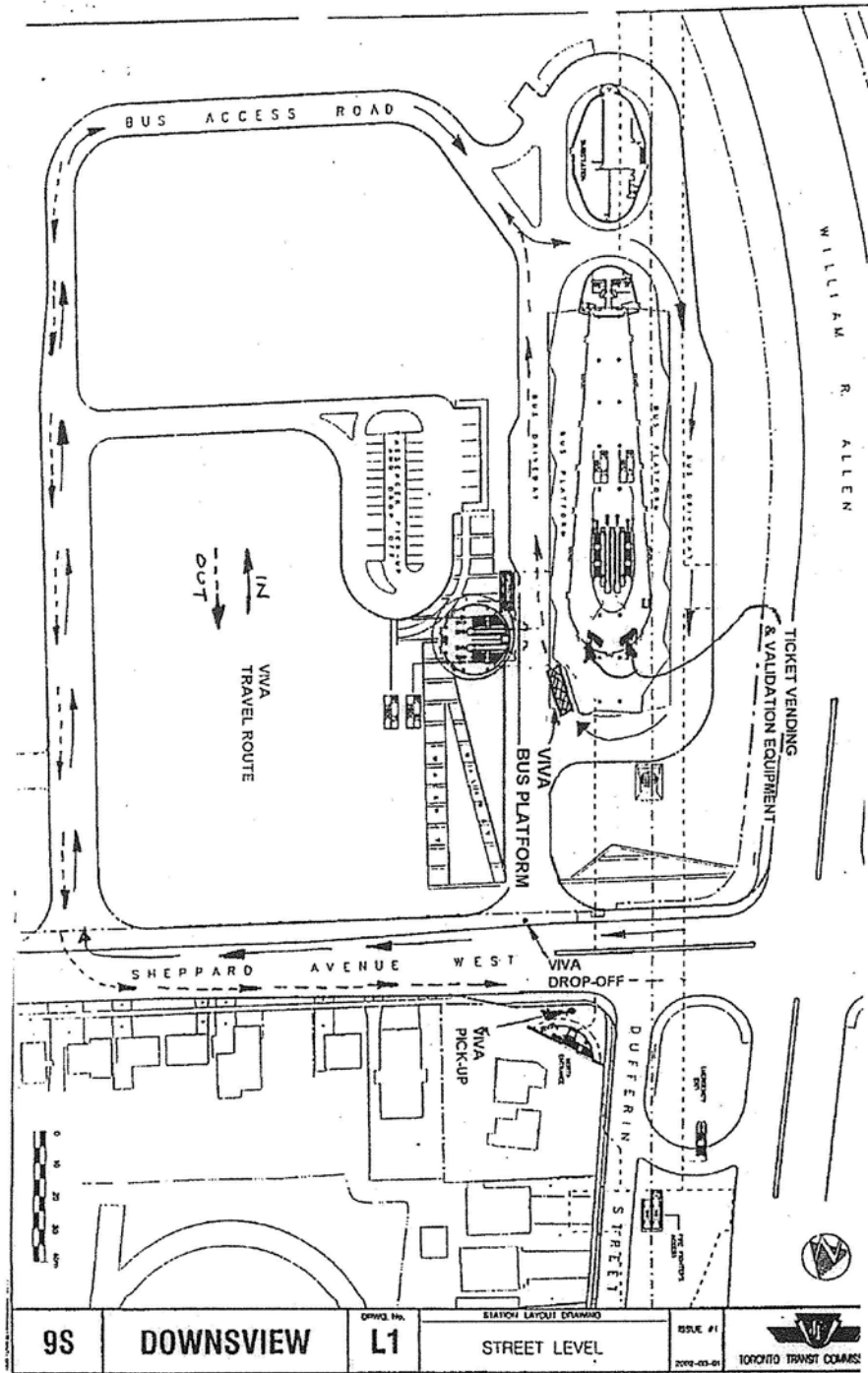
THE REGIONAL MUNICIPALITY OF YORK

Per: Bill Fisch
Name: Bill Fisch
Title: Regional Chair
Per: Denis Kelly c/s
Name: Denis Kelly
Title: Regional Clerk

I/We have the authority to bind the Corporation.

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Authorized by Clause 2
of Report 4 of the
Transit
Committee, adopted by Regional Council
at its meeting on April 21, 2005
Approved
by Solicitor: EW



APPENDIX A

AMENDING AGREEMENT TO PERMISSION TO ENTER AND USE
 ("Amending Agreement")

THIS AMENDING AGREEMENT is made the 21 day of September, 2010.

BETWEEN:

TORONTO TRANSIT COMMISSION

(the "Commission")

OF THE FIRST PART

and

THE REGIONAL MUNICIPALITY OF YORK

(the "Region")

OF THE SECOND PART

WHEREAS:

- (A) By agreement dated November 23, 2005 ("Agreement") between the Commission and the Region, the Commission permitted the Region the non-exclusive use of the Bus Platform at the Downsview Subway Station on the Yonge-University-Spadina Subway to operate a public transportation system;
- (B) The Region wishes to extend the Agreement for five (5) years, expiring September 30, 2015.

NOW THEREFORE, the parties hereto agree as follows:

- 1. The Agreement, a copy of which is attached as Schedule "A", is hereby extended for a term of five (5) years, commencing October 1, 2010 and expiring September 30, 2015 (the "Renewal Term").
- 2. The capitalized terms used but not defined in this Amending Agreement have the meanings ascribed to them in the Agreement.
- 3. Section 19 of the Licence is amended as follows:
 - (a) After "plus GST", adding "or HST, as applicable,".
 - (b) After the chart, adding the following chart:

YEAR	MAINTENANCE COSTS	HYDRO	TOTAL ANNUAL FEE	QUARTERLY FEE
6	\$31,660.14	\$1,599.59	\$33,259.73	\$8,314.93
7	\$32,609.94	\$1,647.58	\$34,257.52	\$8,564.38
8	\$33,588.24	\$1,697.01	\$35,285.25	\$8,821.31
9	\$34,595.89	\$1,747.92	\$36,343.80	\$9,085.95
10	\$35,633.77	\$1,700.35	\$37,434.12	\$9,358.53

- 4. During the Renewal Term, the Commission shall permit the Region's special constables and by-law enforcement staff access to the Subway Station for the purpose of enforcing the Region's By-law R-1415-2005-028, as amended and for exercising any other powers as authorized by the Council of the City of Toronto and the City of Toronto Police Services Board.
- 5. Schedule "A" shall form part of this Amending Agreement.
- 6. Except for the amendments provided for in this Amending Agreement, all other

terms and conditions of the Agreement shall remain in full force and effect during the Renewal Term. For clarity, this Amending Agreement shall be read together with the Agreement and shall take effect as if its provisions were contained in the Agreement.

- 7. This Amending Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties to this Amending Agreement adopt any signatures received by facsimile as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement.

REF: SSS#

13926

TORONTO TRANSIT COMMISSION

Per: [Signature]
 Name: ~~Walter~~ GENERAL MANAGER
 Title: ~~GENERAL MANAGER~~ ENGINEERING & CONSTRUCTION

c/s

Per: [Signature]
 Name: VINCENT RODO
 Title: ~~GENERAL SECRETARY~~

I/We have authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF YORK

Per: [Signature]
 Name: Bill Fisch, Regional Chair
 Title:

c/s

Per: [Signature]
 Name: Denis Kelly
 Title: Regional Clerk

I/We have authority to bind the Corporation.

