



STAFF REPORT ACTION REQUIRED

Line 1 Extension – Operations and Maintenance Agreement

Date:	November 13, 2017
To:	TTC Board
From:	Chief Executive Officer

Summary

During the establishment of the project, a number of Memoranda of Understanding (MOUs) were negotiated between TTC, the City of Toronto, and major external stakeholders including The Regional Municipality of York, York University and Metrolinx.

- Memorandum of Understanding: Capital Cost Allocation between the City and York Region, dated December 15, 2008 (CCA MOU 2008)
- Memorandum of Understanding – Operating and Maintenance Cost Responsibilities, dated December 15, 2008, approved by the TTC Board and City Council in June 2008 (OM MOU 2008)
- Memorandum of Understanding – TTC Subway Extension through York University Keele Campus – February 9, 2010 (York U MOU)
- Downsview Park Subway and GO Rail Station Agreement, dated March 13, 2016 (DP Agreement)
- Memorandum of Understanding – Funding, Design and Construction – Highway 407 Station, dated April 25, 2014 (407 MOU)

Consistent with the MOUs, TTC and the external parties' staff have negotiated a series of agreements to document the operation and maintenance responsibilities of the TTC and the external parties at the various stations of the TYSSE project. While the majority of operation and maintenance responsibilities are easily delineated between TTC and the external parties, the integrated nature of the facilities at some of the stations means that some areas are shared and in some cases there are operational/cost efficiencies for either TTC and/or the external parties to undertake maintenance responsibilities and proportionally share the related costs.

This report summarizes the key principles of the agreements that document the responsibilities of the TTC and the external parties, and the mechanism by which the operation and maintenance of shared areas is undertaken and related costs are reimbursed between TTC and the external parties.

In addition, there will be a new entrance connection at Vaughan Metropolitan Centre (VMC) station that will connect VMC station with the SmartCentres/KPMG office tower. In accordance with TTC policy, an entrance connection agreement setting out the roles and responsibilities of the parties is required.

Recommendations

It is recommended that the Board:

1. Authorize the execution of the Operations and Maintenance Agreement with York Region and any other agreements arising as a result of the agreement including a Fiber Optic License Agreement, substantially on the terms and conditions identified in Attachment 2-1 and acceptable to TTC's General Counsel;
2. Authorize the execution of two Mutual Easement and Shared Facilities Agreements (MESFAs) with York Region for the two entrance connections (connections to the YRT Bus Terminal and Bus Rapid Transit system) identified in this report and illustrated in Attachment 2-2 and any other agreements arising as a result of the MESFAs, all on terms and conditions acceptable to TTC's General Counsel;
3. Authorize the execution of the Operations and Maintenance Agreement with Metrolinx and any other agreements arising as a result of the agreement, substantially on the terms identified in Attachment 3-1, and on terms and conditions acceptable to TTC's General Counsel;
4. Authorize the execution of the Operations and Maintenance Agreement with York University and any other agreements arising as a result of the agreement, substantially on the terms identified in Attachment 4-1, and on terms and conditions acceptable to TTC's General Counsel; and
5. Approve the entrance connection for the SmartCentres KPMG Building at VMC station and execution of an Entrance Connection Agreement and any other agreements arising as a result of the agreement, and on terms and conditions acceptable to the TTC's General Counsel.

Implementation Points

The TTC routinely enters into operations and maintenance agreements with outside transit agencies for sharing of facilities and operations and maintenance costs such as agreements at Finch, Sheppard West and Scarborough Centre stations with YRT and GO Transit. Given the highly integrated nature of the transit facilities at the new subway stations, there is a practical need to share operations and maintenance responsibilities and costs for the areas that are commonly used by multiple transit agencies and their respective customers.

TTC staff has negotiated a series of operations and maintenance agreements taking a pragmatic and cost effective approach to operating and maintaining the shared facilities in co-ordination with the relevant external party at each station.

York Region

Staff has negotiated an operations and maintenance agreement between TTC and York Region consistent with the terms of the OM MOU 2008 relating to operations and operational costs of the extension. This report seeks approval of the key principles of a series of agreements that define the roles and responsibilities of TTC and York Region with respect to the transit facilities at Pioneer Village and VMC stations, more specifically the facilities where there are shared use or reciprocal maintenance obligations and sharing of the resulting operations and maintenance costs.

The TTC Board previously approved two transit connections, or entrance connections, at VMC station as part of the station design approvals. In accordance with TTC Policy 8.3.0 Entrance Connections, any entrance connection or amendment to an existing entrance connection requires the prior approval of the Board. Under the policy, entrance connection refers to a physical, weather-protected or fully-enclosed structure between a development and a transit station including but not limited to, tunnel structure, bridge, enclosed walkway, stairs, elevator, escalator and covered walkway. In this case there are two York Region connections at VMC Station consisting of an underground connection to the Bus Rapid Transit system and an underground connection to the YRT Bus Terminal. The terms and conditions associated with the operation and maintenance of the two entrance connections (illustrated in Attachment 2-2) will be incorporated into two separate MESFAs.

York Region Council approved the terms of the Operations and Maintenance Agreement at its meeting of May 11, 2017.

Metrolinx

Staff has negotiated an operations and maintenance agreement between the TTC and Metrolinx consistent with the terms of the Downsview Park Agreement and 407 MOU relating to operations and operational costs of the project. This report seeks approval of the key principles of a series of agreements that define the roles and responsibilities of TTC and Metrolinx with respect to the transit facilities at the Downsview Park and Highway 407 stations, more specifically the facilities where there are shared use or reciprocal maintenance obligations and sharing of the resulting operations and maintenance costs. The Board has previously approved the designs of both stations and design and construction cost sharing for the Metrolinx components.

York University

Staff is negotiating an operations and maintenance agreement between TTC and Metrolinx consistent with the terms of the York U MOU relating to operations and operational costs of the project. This report seeks approval of the key principles of a series of agreements that define the roles and responsibilities of TTC and York University with respect to the transit facilities at the York University and Pioneer Village stations, more specifically the facilities where there are shared use or reciprocal maintenance obligations and sharing of the resulting operations and maintenance costs. The Board has previously approved the designs of both stations.

SmartCentres KPMG Entrance Connection

TTC's design for Vaughan Metropolitan Centre Station included the provision of knock-out panels in the station to facilitate future entrance connections. As part of the TTC review of the SmartCentres KPMG office development, a technical review was completed for the connection of a pedestrian tunnel to the new office tower west of the subway station. An entrance connection agreement will set out ownership, maintenance, and operating provisions of the entrance connection and associated equipment between the TTC and owner. Staff recommends that the Board authorize the execution of these agreements in order to facilitate this project and protect the TTC's interests.

Financial Summary

Construction of the transit facilities identified in this report has been undertaken under TTC Contracts A35-25 (Downsview Park station), A29-1 (York University station), A31-1 and A31-3 (Pioneer Village station), A36-36 (Highway 407 station) and A37-1 (Vaughan Metropolitan Centre (VMC) station).

In accordance with TTC policy, there is no fee for the entrance connections at the VMC station (*i.e.*, connection between transit facilities of two jurisdictions).

With respect to the SmartCentres entrance connection, in accordance with the settlement terms of the property transfer between Calloway Reit (Sevenbridge) Ltd. and York Region, there is no fee for this entrance connection at VMC station.

Under the terms of the operations and maintenance agreements, the TTC will be responsible for a portion of the maintenance activities of the shared facilities. The cost of maintenance and operation of the shared facilities will be shared on a proportional basis of usage and/or agreed upon percentage of responsibility. These determinations have not yet been finalized for all elements but will be determined based upon appropriate level of responsibility and in consideration of applicable TTC policies and as approved by the Chief Financial Officer.

The 2018 TTC Operating Budget includes a funding provision for the anticipated allocation of operation and maintenance responsibility with each external party.

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

Accessibility/Equity Matters

All stations on the Line 1 extension have extensive facilities (e.g., elevators, escalators, tactile markings, etc.) that comply with the *Accessibility for Ontarians with Disabilities Act*. Connections between transit services, referenced in this report, are also fully accessible for customers transferring between transit services.

Decision History

The decision history related to the matters in this report is listed in Attachment 1.

Issue Background

York Region

York Region will be sharing operations and maintenance responsibilities and costs with TTC at two of the stations of the TYSSSE project (designs for which were approved by the TTC Board); VMC and Pioneer Village.

Entrance Connections at VMC Station

The conceptual layout of the transit facilities at VMC station is shown in Attachment 2-2, illustrating the two entrance connections from YRT/York Region transit facilities including the demarcation limit at the station for each connection. Staff has negotiated MESFAs to incorporate the operations and maintenance responsibilities for each of the two connections as well as the required grant of access to property for these works.

Maintenance Responsibilities at Pioneer Village Station

The conceptual layout of the transit facilities at Pioneer Village station is outlined in Attachment 2-4, showing the party responsible for operations and maintenance as either exclusive to TTC, to York Region or shared.

The areas for which operations and/or maintenance responsibilities and costs will be shared between TTC and York Region are identified as shared.

In addition to the facilities listed above, the project systems design has incorporated spare fiber optic dark fibers for YRT use to link communications between the three stations in York Region. A separate Fiber Optic License Agreement has been negotiated to make available these dark fibers to YRT, all costs and risks of connecting and using the dark fibers for the purpose of York Region/YRT is the sole responsibility of York Region.

Metrolinx

Metrolinx will be sharing operations and maintenance responsibilities and costs with TTC at two of the stations of the TYSSE project, the designs for which were approved by the TTC Board: Downsview Park and Highway 407.

GO Rail Facilities at Downsview Park Station

The design for Downsview Park station includes facilities exclusively for GO Transit operations of its GO Rail station as well as areas shared with TTC for customer access and connections. Attachment 3-2 illustrates the exclusive and shared areas at this station. Metrolinx has agreed to pay its proportional share for TTC to operate and maintain the shared facilities, while Metrolinx will undertake operation and maintenance for its exclusive facilities.

Highway 407 Station Bus Terminal and PPUDO

The design for Highway 407 station includes facilities exclusively for GO Transit operations of a Metrolinx-owned bus terminal as well as areas shared with TTC for customer access and connections. Attachment 3-3 illustrates the exclusive and shared areas at this station. Metrolinx has agreed to pay its proportional share for TTC to operate and maintain the shared facilities, while Metrolinx will undertake operation and maintenance for its exclusive facilities. TTC will own and operate the access bridge and driveway to the station, which is required to access both the TTC commuter parking lot and the Metrolinx bus terminal. Costs for maintenance will be shared between TTC and Metrolinx.

York University

York University will be sharing some operations and maintenance responsibilities and costs with TTC at two of the stations of the TYSSE project, the designs for which were approved by the TTC Board; York University and Pioneer Village (south side of Steele Ave West).

Operations and Maintenance Responsibilities at York University Station

The conceptual layout of the transit facilities at York University station is outlined in Attachment 4-2, showing the responsible party for operations and maintenance as either exclusive to TTC, to York University or shared. York University will be undertaking refuse removal from the TTC refuse room for which TTC will reimburse York University. No other costs will be shared with York University.

Maintenance Responsibilities at Pioneer Village Station

The conceptual layout of the transit facilities at Pioneer Village station is outlined in Attachment 4-3, showing the responsible party for operations and maintenance as either exclusive to TTC, to York University or shared. York University will be undertaking landscaping maintenance and snow removal on the area shown as shared, however, there will be no cost reimbursement obligation on TTC for this maintenance.

Comments

Each of the Operations and Maintenance agreements discussed below cover a wide array of operations and maintenance obligations for the following, where applicable:

- Snow clearing
- Garbage removal
- Litter collection
- Internal maintenance
- Escalators & elevators operation/repairs
- Graffiti reporting and removal
- Structures replacement & repairs
- Electrical and mechanical systems operation, testing and repairs
- Fire protection & emergency systems operation, testing and repairs
- Utility maintenance
- Services (storm, water, sanitary) maintenance

Detailed tables have been prepared and agreed to by all of the parties involved, addressing each of the applicable components at each station and will be attached to the applicable Operations and Maintenance Agreement.

York Region

The principles identified in the OM MOU 2008 have all been addressed satisfactorily in the Operations and Maintenance Agreement negotiated with York Region with the exception of the one provision that states, “Upon commencement of revenue services operations of the SSE, York Region agrees not to operate or permit the operation of public transit services directly onto the York University campus.”

While TTC and York Region worked co-operatively in the design and construction of the subway system in York Region in an effort to eliminate the double fare for York’s bus passengers connecting to the subway system and travelling to and from York University, and although the third party technology solution to effect the double fare elimination was not achieved, the intent of the third party technology solution was to reimburse passengers which would be impacted by the double fare and for TTC to receive all revenue arising from the entrance and use of the subway system.

The lack of a fare integration solution that would eliminate the double fare for York University students has resulted in retention of many of the YRT bus services into the York University station area during a transition period. This will also minimize disruption to York University students during the current academic year.

While discussions continue as to how to address fare integration with respect to the subway system in York Region and more broadly, TTC staff is recommending that the following conditions relating to a transition period be incorporated into the agreement with York Region:

- a 9 month transition period be granted to York Region at the end of which York Region Transit (YRT) will eliminate all north-south services currently servicing York University campus and redirect to VMC station; and
- TTC shall be entitled to receive all revenue arising from the entrance and use of the subway system operating in York Region; and
- YRT will provide shuttle services during unplanned subway closures in York Region, at no cost to TTC.

Metrolinx

Metrolinx has shared facilities with TTC at two of the new stations; Downsview Park and Highway 407. The approach to operations and maintenance at the two stations is quite different.

At Downsview Park station, due to the relatively small proportion of area set aside for Metrolinx/GO (within the station), TTC is undertaking the majority of the work and will charge back Metrolinx for its share of operating and maintenance costs for the shared station facilities.

At Highway 407 station, both TTC and Metrolinx will undertake operations and maintenance works for their respective exclusive facilities, and will divide work on the shared areas.

At Highway 407 station, there are clear demarcation points between TTC and Metrolinx exclusive areas as well as substantial shared facilities. At Highway 407 station, both TTC and Metrolinx will undertake operations and maintenance works for their respective exclusive facilities and will divide work on the shared areas. For the shared areas, TTC will be undertaking the majority of the work for the shared areas and will charge back Metrolinx for its share of operating and maintenance costs for shared facilities. TTC will be responsible for operation and maintenance of the commuter parking lot, the access road and bridge.

York University

Two of the new stations reside within York University's campus; Pioneer Village station and York University station. At Pioneer Village station, there are limited, shared maintenance obligations due to the design of the station and public road access available for TTC users and vehicles. York University will only be responsible for maintenance of its roads and for landscaping around the station entrance.

At York University station, there are no public roads accessing the station and the majority of customer access is via a combination of TTC and York University sidewalks (shown in Attachment 4-2). As a result, the University will be responsible for the majority of the maintenance of sidewalks, landscaping and roads in and around the station facilities. In addition, York University will be arranging for refuge removal at this station from a specific location.

SmartCentres KPMG Entrance Connection

The connection of a pedestrian tunnel to a new office tower west of the VMC station has been completed and has been built to TTC requirements. The office tower is already occupied and the connection is ready to open subject to the Entrance Connection agreement being signed and final inspection and sign off from TTC. An Entrance Connection agreement will set out ownership, maintenance and operating provisions of the entrance connection and associated requirement between TTC and the owner. In accordance with the settlement terms of property transfer between Calloway Reit (Sevenbridge) Ltd. and York Region, there is no fee for this entrance connection at VMC station.

Contact

Joanna Kervin
Director, Third Party, Planning and Property
TYSSE
Tel: 416-590-6884
Email: Joanna.Kervin@ttc.ca

Ellen Stassen
Group Station Manager, TYSSE
Tel: 416-677-6148

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Attachments

- Attachment 1: Decision History
- Attachment 2-1: Operations and Maintenance Agreement – York Region – Key Principles
- Attachment 2-2: Mutual Easement and Shared Facilities Agreements – York Region – Key Principles
- Attachment 2-3: Transit Entrance Connections – Vaughan Metropolitan Centre Station
- Attachment 2-4: Operations and Maintenance Areas of Responsibility at Pioneer Village Station
- Attachment 3-1: Key Principles of Operations and Maintenance Agreement – Metrolinx
- Attachment 3-2: Operations and Maintenance Areas of Responsibility at Downsview Park Station (Exterior and Interior)
- Attachment 3-3: Operations and Maintenance Areas of Responsibility at Highway 407 Station (Exterior and Interior)
- Attachment 4-1: Key Principles of Operations and Maintenance Agreement – York University
- Attachment 4-2: Operations and Maintenance Areas of Responsibility at York University and Pioneer Village Stations
- Attachment 5: SmartCentres KPMG Entrance Connection

Attachment 1 – Decision History

York Region

At its meeting of May 23, 24 and 25, 2007 (EX 8.5), City Council directed that the capital contribution from the City not exceed its share (59.96 per cent) of the one-third funding that would be attributable to the municipal sector and that a request be made to the Provincial and Federal governments to provide a full two-thirds funding of actual project capital costs. See document at

<http://www.toronto.ca/legdocs/mmis/2007/ex/reports/2007-04-30-ex08-cr.pdf>.

At the same meeting, Council also approved a project delivery structure that included the TTC as Project Manager, and the principles of an Operating Memorandum of Understanding between the City, TTC, and York Region. In this report, Council approved a municipal cost sharing of 59.96 per cent City /40.04 per cent York Region, based on a recognition of municipal boundaries and responsibilities, and of shared system infrastructure, to the benefit of both parties.

At its meeting of June 18, 2008 (Report 8(a)), the Board approved the principles as between the City, York Region and the TTC relating to operations and operational costs of the TYSSE project. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2008/Jun_18_2008/Reports/TYSSE_Memorandum_of_Understanding.pdf

Toronto Council Approval – Capital Cost Allocation MOU (EX21.8). See document at:
<http://www.toronto.ca/legdocs/mmis/2008/ex/reports/2008-06-03-ex21-cr.pdf>

At its meeting of August 23, 2010, the TTC Board approved the design of the Vaughan Corporate Centre station, including facilities for underground connections to a York Region Transit bus terminal and Viva Bus Rapid Transit station on Highway 7. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2010/Aug_23_2010/Reports/TYSSE_Vaughan_Corpor.pdf

At its meeting of February 2, 2011, the TTC Board approved the design of the Steeles West station, including facilities for a York Region Transit bus terminal and PPUDO See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2011/February_2_2011/Reports/TYSSE_Steeles_West_S.pdf

At its meeting of September 27, 2012, the TTC Board received a Notice of Award for a Contract Change for Vaughan Corporate Centre Station (Contract A37-1) to create a new pedestrian tunnel connection for a future YRT Bus Terminal. See document at:

https://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2012/September_27/Reports/Notice_of_Award_-_Pr.pdf

At its meeting of March 23, 2016, the TTC Board approved the award of Contract for Steeles West Station North (A31-3) to construction the YRT bus terminal, TTC commuter parking lot and access roads. See document at:

https://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2016/March_23/Reports/TYSSE_Procurement_Authorization_Contract_A313_Steeles_West_S.pdf

Metrolinx

At its meeting of July 14, 2010, the TTC Board approved the design Highway 407 station, including a bus terminal and PPUDO for Metrolinx and YRT and indicated cost recoverable components for design and construction of some of the GO/Metrolinx elements. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2010/July_14_2010/Reports/TYSSE_Sheppard_West_.pdf

At its meeting of July 14, 2010, the TTC Board approved the design of Downsview Park station, including provisions for a GO Rail station for Metrolinx. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2010/July_14_2010/Reports/TYSSE_Sheppard_West_.pdf

At its meeting of March 23, 2016, the TTC Board approved the award of Contract A31-3 – Steeles West station north, including a bus terminal for York Region, and commuter parking lot and access roads

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2016/March_23/Reports/TYSSE_Procurement_Authorization_Contract_A313_Steeles_West_S.pdf

York University

At its meeting of October 29, 2009, the Board approved the staff recommendations with respect to an MOU relating to the acquisition of property from York University for the TYSSE Project (confidential attachment). See document at:

<http://www.toronto.ca/legdocs/mmis/2009/gm/bgrd/backgroundfile-24068.pdf>

At its meeting of August 3, 2010, the TTC Board approved the design of the York University station. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2010/Aug_23_2010/Reports/TYSSE_York_U_Station.pdf

At its meeting of February 2, 2011, the TTC Board approved the design of the Steeles West station, including a TTC bus terminal and new City streets. See document at:

http://www.ttc.ca/About_the_TTC/Commission_reports_and_information/Commission_meetings/2011/February_2_2011/Reports/TYSSE_Steeles_West_S.pdf

Attachment 2-1

Operating and Maintenance Agreement between TTC and York Region – Key Principles

The Operations and Maintenance Agreement negotiated between TTC and York Region has been developed consistent with the principles established in the OM MOU 2008.

	Condition	Compliant with OM MOU 2008
	GENERAL PRINCIPLES REGARDING OPERATION OF SUBWAY SYSTEM OPERATING IN YORK REGION	
1	TTC acknowledges and agrees that, (a) the Subway System operating in York Region shall be operated, maintained and repaired in a manner consistent with its policies and procedures; and (b) it shall not implement policies and procedures relating to the operation, maintenance and repair of the Subway System in York Region that are discriminatory solely as against York or York's residents.	Yes
2	The Parties acknowledge and agree that TTC shall be responsible for establishing fare policies with respect to the Subway System operating in York Region, which fare policies will be consistent with those pertaining to the other portions of the Subway System, and will not be discriminatory solely against York or York's residents.	Yes
3	The Parties agree to work cooperatively to request transitional operating subsidies from other levels of government, which subsidies will be to the sole benefit of TTC.	Yes
4	The Parties agree to work cooperatively to request the Government of Ontario that both York and the City of Toronto receive credit for the ridership on the Subway System operating in York Region for the purpose of the gas tax or any performance-based transit subsidy.	Yes
5	The Parties agree to work cooperatively with Metrolinx and the Government of Ontario to eliminate the double fare for York's bus passengers connecting to the Subway System and travelling to and from destinations within York Region or to and from York University.	Yes
	GENERAL PRINCIPLES REGARDING THE OPERATION OF THE YORK ASSETS	
6	Save and except as specifically provided in a MESFA, the operation, regulation and use of the York Assets are and shall remain the responsibility of York in its sole and unequivocal discretion.	Yes
7	York acknowledges and agrees that the York Bus Terminals shall be operated, maintained and repaired in a manner consistent with its policies and procedures for YRT bus terminals.	Yes
8	York acknowledges and agrees that PPUDO shall be operated, maintained and repaired in a manner consistent with its policies and procedures for PPUDOs. (Note: Exception is the PPUDO at VMC Station. Arrangements for on-street facilities are being negotiated btw York Region and Vaughan with the assistance of TTC.)	Yes.
9	York further acknowledges and agrees that it shall carry out its	Yes

	Condition	Compliant with OM MOU 2008
	operational, maintenance and repair obligations under this Agreement in respect of the York Assets, other than the York Bus Terminals and PPUDO, in a manner consistent with that of its policies and procedures for such other comparable assets.	
10	York shall comply with YRT's standard operating procedures, as these procedures may be amended from time to time, when carrying out its operational, maintenance and repair obligations under this Agreement.	Yes
	GENERAL PRINCIPLES REGARDING THE OPERATION OF SUBWAY SYSTEM OPERATING IN YORK REGION AND YORK ASSETS	
11	Neither York nor TTC may perform work of any type, including the demolition, erection or construction of a building or structure, on, over or through the York Assets, the Stations or the Subway System, as applicable, in such manner that the support, existence, operation, maintenance, ventilation, stability and/or safety of the York Assets, the Stations or the Subway System shall in any manner be endangered, or interfered with, in any materially adverse way, unless and until, in each case, at the sole expense of the Party wishing to perform the work, detailed plans and specifications thereof are submitted to the other Party, and the footings, support, staging, shoring and all other relevant matters have received the approval of the other Party.	Yes
	COMMUTER PARKING	
12	<ul style="list-style-type: none"> - TTC shall: be responsible for the operation, control, maintenance and repair of the Commuter Parking Lot - have the right to contract the operation, maintenance and repair of the Commuter Parking Lot, or any part thereof, to a third party provider - be responsible for the establishment of pricing strategies for the Commuter Parking Lot in accordance with its policies - be entitled to receive all revenue arising from the operation and management of the Commuter Parking Lot 	Yes
	SECURITY AND LAW ENFORCEMENT	
13	The Parties agree that TTC is responsible for fare enforcement, law enforcement, and security of the Subway System including but not limited to the Stations, and the Commuter Parking Lots. York agrees that TTC enforcement and inspection personnel may, in accordance with their authorities provided by an agreement with applicable authority or pursuant to Applicable Laws, as the case may be, access areas owned, operated and maintained by York for the purpose of carrying out these responsibilities. The Parties agree that York is responsible for fare enforcement, law enforcement, and security of the York Assets and those areas owned, operated and maintained by York. TTC agrees that York's Special Constables and York's By-law Enforcement Officers may, in accordance with their authorities	Yes

	Condition	Compliant with OM MOU 2008
	provided by an agreement with applicable authority or pursuant to Applicable Laws, as the case may be, access areas owned, operated and maintained by TTC for the purpose of carrying out these responsibilities.	
	RETAIL LEASING, ADVERTISING, ETC.	
14	The Parties agree that TTC shall, <ul style="list-style-type: none"> (a) be entitled to enter into lease agreements to lease and to advertise on a portion of the Stations, such portion not to comprise any portion of York Assets; (b) be responsible for the operation, maintenance and repair of the leased portions of and the advertisements on the Stations; (c) be entitled to receive all revenue arising from the lease and advertising agreements; and (d) be entitled to all sources of revenue within the Subway System operating in York Region, save and except as otherwise specifically provided in this Agreement. 	Yes
15	The Parties agree that York shall, <ul style="list-style-type: none"> (a) be entitled to enter into agreements to lease and to advertise on a portion of the York Assets; (b) be responsible for the operation, maintenance and repair of the leased portions of, and the advertisements on, the York Assets; (c) be entitled to receive all revenue arising from the lease and advertising agreements referred to in subparagraphs (a) and (b) herein; and (d) be entitled to all revenue arising from PPUDO. 	Yes
	MAINTENANCE RESPONSIBILITIES	
16	TTC shall be responsible for maintenance of the Maintenance Area(s) as set out. York shall be responsible for maintenance of the Maintenance Area(s) as set out. The Parties shall carry out their respective maintenance responsibilities under this Agreement in accordance with any applicable maintenance requirements and standards.	Yes
	RESPONSIBILITIES FOR COSTS	
17	TTC shall be responsible for the Maintenance Costs with respect to the Subway System operating in York Region, save and except those in respect of the York Assets, as specifically identified. York shall be responsible for the Maintenance Costs with respect to the	Yes

	Condition	Compliant with OM MOU 2008
	<p>York Assets, as specifically identified.</p> <p>TTC shall be responsible for the capital costs of the Subway System operating in York Region, save and except those in respect of the York Assets, as specifically identified.</p> <p>York shall be responsible for the capital costs with respect to the York Assets.</p>	
	DEVELOPMENT	
18	TTC acknowledges and agrees that York shall have the right to develop, or permit development, of the lands in, around and above the Subway System operating in York Region in a manner consistent with the Zone of Influence and TTC Developers Guide and in accordance with this Agreement, or as otherwise agreed upon by the Parties.	Yes
19	York shall, prior to developing, or permitting any development of, lands within the Development Review Zone in, around, or above the Subway System operating in York Region, including any disposal by way of sale, lease, licence, or otherwise, take all actions necessary within its control to ensure that an Adverse Effect does not occur, which actions may include the registration of restrictive covenants (on terms and conditions satisfactory to TTC) on title to certain lands, if permitted.	Yes
20	TTC acknowledges that in addition to York's jurisdiction, Vaughan also has jurisdiction in the approval of development and planning applications. The Parties agree to use best efforts to develop a written protocol among York, TTC and Vaughan as set out in Section 10.5 for the review of development applications with a view to ensuring that any development approval is made subject to TTC's standard requirements for development within the Development Review Zone. The protocol may include the registration of restrictive covenants or other agreements on title to lands within the Development Review Zone to ensure that the proposed develop does not cause an Adverse Effect to occur and include TTC standard warning clauses.	Yes. A separate report will be coming forward with respect to development review protocol with Vaughan.
21	York acknowledges and agrees that to ensure the safe and continued operation of the Subway System operating in York Region, all planning and development applications for developments within York Region that include or affect property within the Development Review Zone shall be made subject to TTC's approval through its technical review process. York acknowledges and agrees that, subject to Section 10.5, no development within the Development Review Zone shall be permitted which, in the opinion of TTC, may cause an Adverse Effect to occur.	Yes. Further protection of subway assets.
22	TTC shall conduct the technical reviews of proposed applications for development within the Development Review Zone in accordance with	Yes

	Condition	Compliant with OM MOU 2008
	TTC's Developer's Guide. TTC acknowledges and agrees that any changes to the Developer's Guide as it relates to development in York Region shall be in consultation with York. Except as Approved by TTC through the technical review process, no building or structure within the Development Review Zone shall load or bear, directly or indirectly, on the Subway System operating in York Region, or cause an Adverse Effect to occur.	
23	TTC agrees that, upon a request from York, TTC shall permit an encroachment within the lands on which the Subway System operating in York Region is situated, for public utilities or public utility crossings, in accordance with TTC's policies and standards, provided that TTC determines, in its sole discretion, acting reasonably, that there are no operational issues related to the proposed encroachment.	Yes
	TERM, TERMINATION, REVIEW AND AMENDMENT	
24	<p>This Agreement shall commence on the Effective Date and shall continue save and except in the circumstances where the Subway System ceases to serve the Stations.</p> <p>This Agreement will be reviewed by the Parties every five (5) years.</p> <p>This Agreement may be amended at any time in writing as agreed to by the Parties in accordance with the provisions of this Agreement.</p> <p>This Agreement may not be terminated by either Party unless both Parties agree to terminate it.</p>	Yes. Further detailed from MOU 2008.

Attachment 2-2

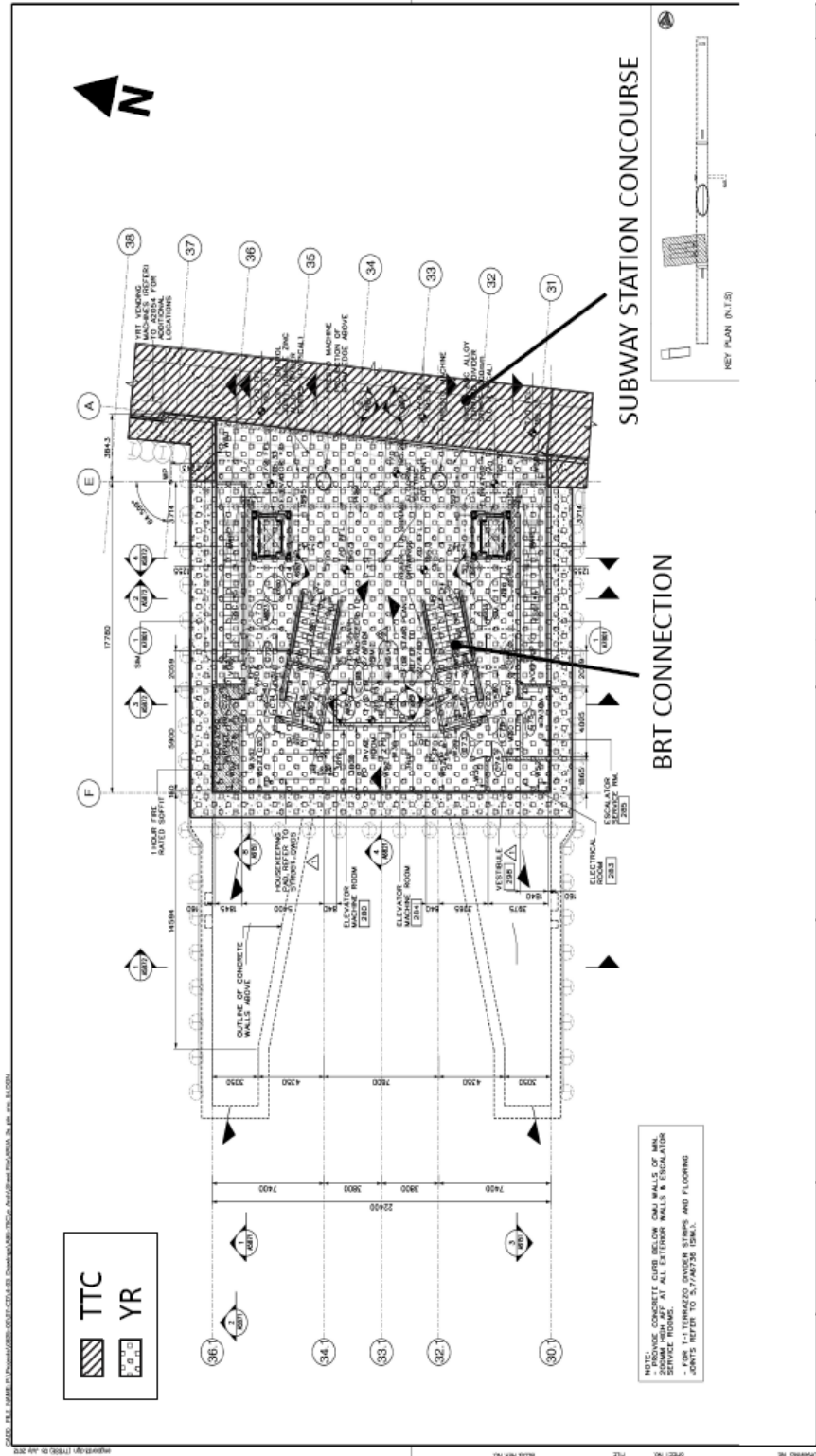
Mutual Easement and Shared Facilities Agreement (MESFA) between TTC and York Region for BRT Connection and Bus Terminal Connection – Key Principles

	TERM	SUMMARY
a)	Agreements	Mutual Easement Shared Facilities Agreement and/or Mutual Crossing Support Easement Agreement (collectively and individual the "Agreement").
b)	Parties	The Regional Municipality of York and/or City of Vaughan
c)	Term	Perpetual unless terminated with the consent of the parties to the Agreement.
d)	Property Rights	The parties transfer easements to one another, as appropriate, for the operation of their respective lands facilities, including without limiting the generality of the foregoing, easement for utilities, support and/or pedestrian access. In exercising any of the rights or obligations under the Agreement, the parties shall act in a prudent, expeditious and reasonable manner, so as to minimize interference with the other party's lands, facilities and its occupants.
e)	Maintenance	Each party shall maintain its lands and facilities, save and except for shared facilities, which in the case of The Regional Municipality of York will be dealt with in accordance with the Operations & Management Agreement, and for other parties, in accordance with the Agreement. Similarly, maintenance standards are dealt with in the case of The Regional Municipality of York in accordance with the Operations & Management Agreement, and for other parties, in accordance with the Agreement.
f)	Material Adverse Effect	No party shall make any changes that may cause a material adverse effect. A material adverse effect is generally deemed to occur where the safety and operation of the party's lands or facilities are adversely affected.
g)	Assignment	No party shall dispose of all or part of its lands without first obtaining the consent of the other party, such consent not to be unreasonably withheld; provided that the Region can dispose of all or part of its lands and assign all or part of the Agreement, to Metrolinx, without TTC's consent.
h)	Insurance	Each party is responsible for obtain adequate insurance for its lands and facilities.
i)	Indemnity	Each party indemnifies one another from any and all claims arising from or relating to the breach of the Agreement by the party, save and except arising from the negligent or wilful act, omission of the other party or those for whom in law they are responsible. There is a separate and similar indemnity relating to environmental matters as it pertains to each party's lands.
j)	Dispute Resolution & Arbitration	Parties are encouraged to dissolve disputes in an informal manner where possible. There is a formal dispute resolution process through committee, with each party appointing two representatives to the

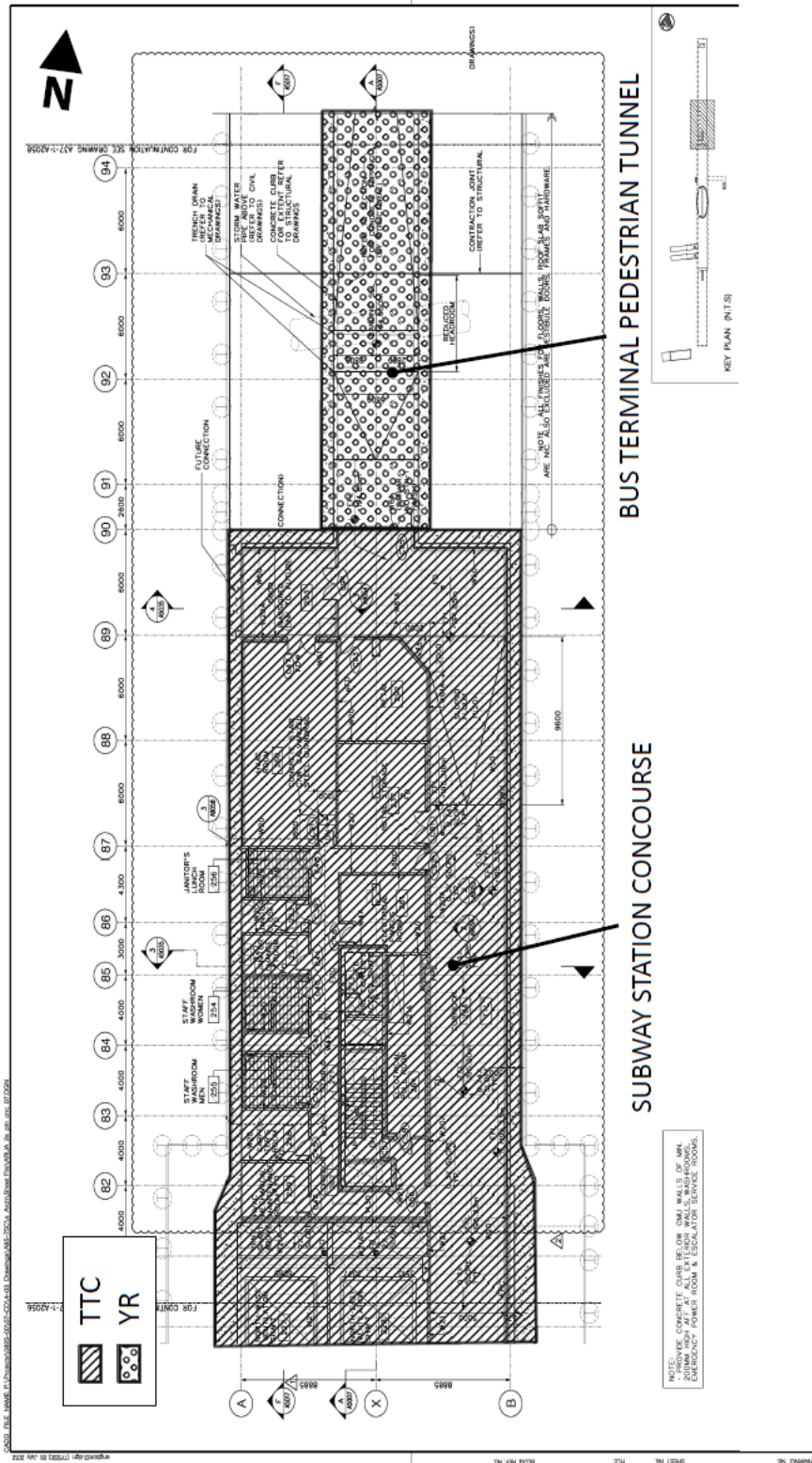
		committee. Parties can also elect to have arbitration, which is final and binding on the parties, save and except for errors in law or decisions rendered outside the scope of the subject matter submitted to arbitration.
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Attachment 2-3 (a)

Transit Entrance Connections – Vaughan Metropolitan Centre Station

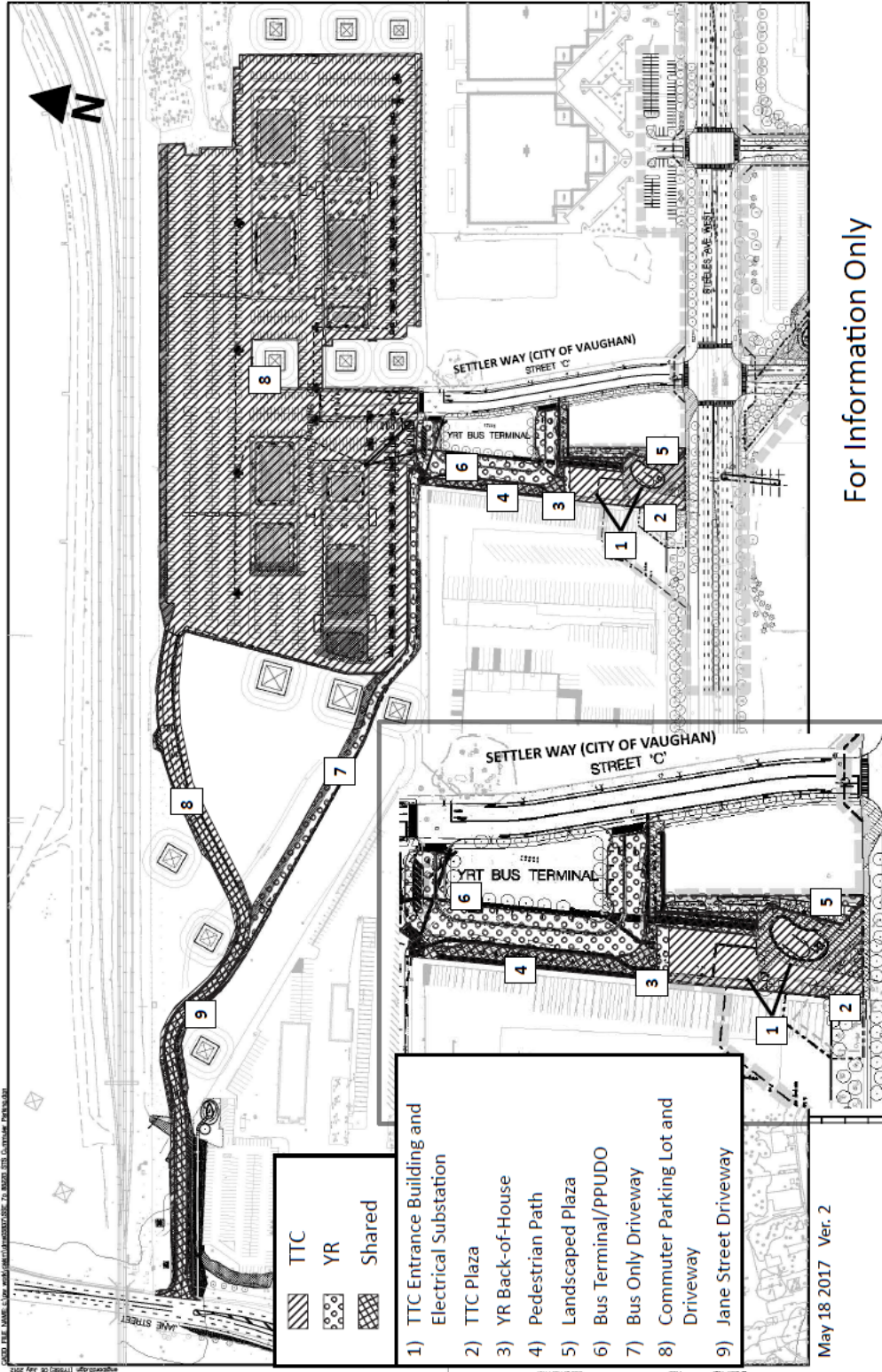


Attachment 2-3 (b)



Attachment 2-4

Operations and Maintenance Areas of Responsibility at Pioneer Village Station



Attachment 3-1

Operating and Maintenance Agreement between TTC and Metrolinx – Key Principles

An Operations and Maintenance Agreement is being negotiated between TTC and Metrolinx for work at Highway 407 and Downsview Park stations consistent with principles in the PD Agreement and 407 MOU with Metrolinx.

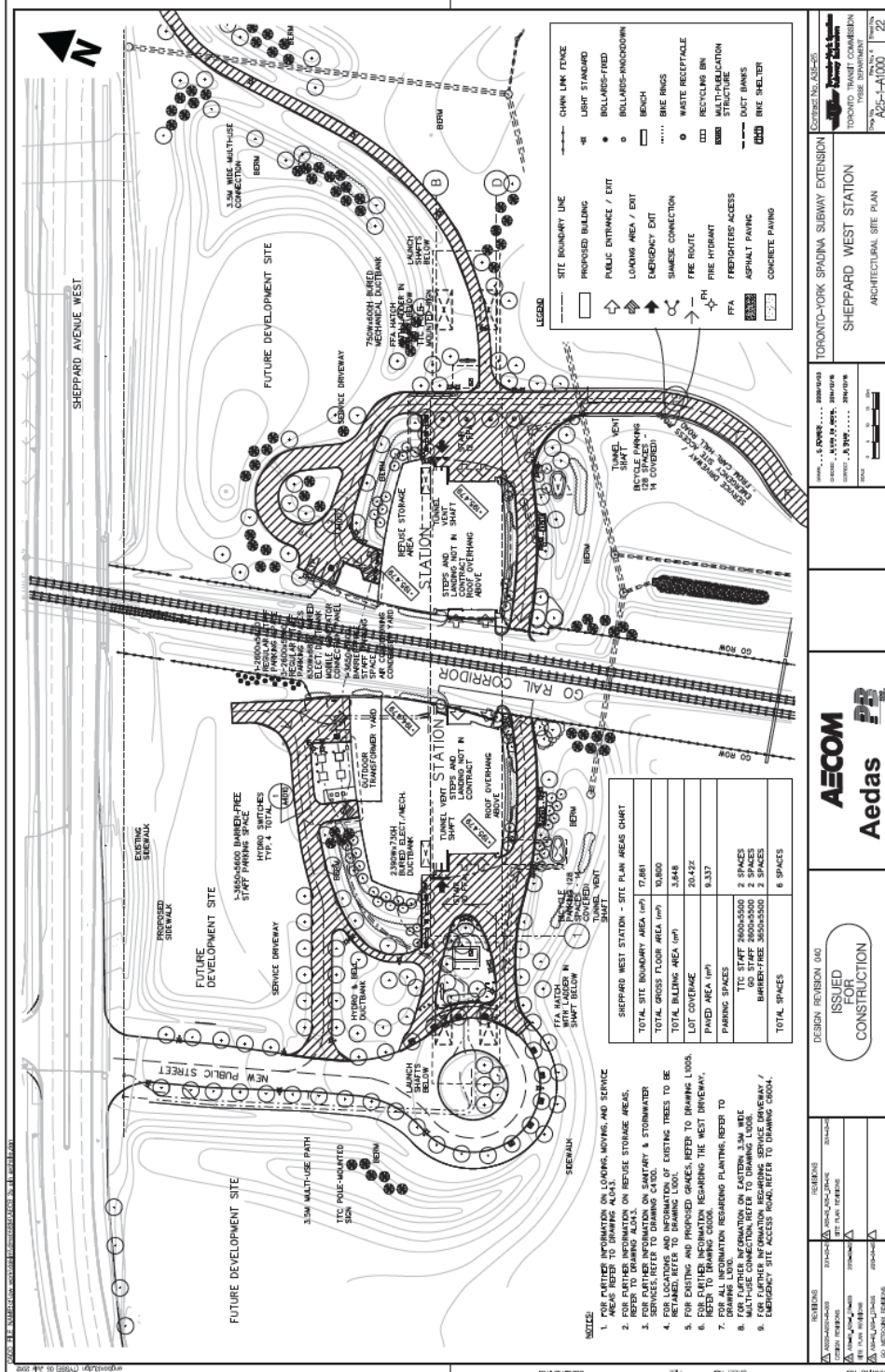
PRINCIPLES	
GENERAL PRINCIPLES REGARDING THE OPERATION OF THE YORK ASSETS	
1	The operation, regulation and use of the TTC Assets are and shall remain the responsibility of TTC in its sole and unequivocal discretion. Save and except as specifically provided in Operations and Maintenance Agreement schedules, the operation, regulation and use of the Metrolinx Assets are and shall remain the responsibility of Metrolinx in its sole and unequivocal discretion.
2	The Metrolinx Bus Terminal/Rail facilities shall be operated, maintained and repaired in a manner consistent with its policies and procedures for Metrolinx facilities, as may be amended from time to time.
GENERAL PRINCIPLES REGARDING THE OPERATION OF SUBWAY SYSTEM AND METROLINX ASSETS	
3	Neither Metrolinx nor TTC may perform work of any type, including the demolition, erection or construction of a building or structure, on, over or through the Metrolinx Assets, the Stations or the Subway System, as applicable, in such manner that the support, existence, operation, maintenance, ventilation, stability and/or safety of the Metrolinx Assets, the Stations or the Subway System shall in any manner be endangered, or interfered with, in any materially adverse way, unless and until, in each case, at the sole expense of the Party wishing to perform the work, detailed plans and specifications thereof are submitted to the other Party, and the footings, support, staging, shoring and all other relevant matters have received the approval of the other Party.
COMMUTER PARKING	
4	TTC shall: <ul style="list-style-type: none"> - be responsible for the operation, control, maintenance and repair of the Commuter Parking Lot at Highway 407 station - have the right to contract the operation, maintenance and repair of the Commuter Parking Lot, or any part thereof, to a third party provider - be responsible for the establishment of pricing strategies for the Commuter Parking Lot in accordance with its policies - be entitled to receive all revenue arising from the operation and management of the Commuter Parking Lot

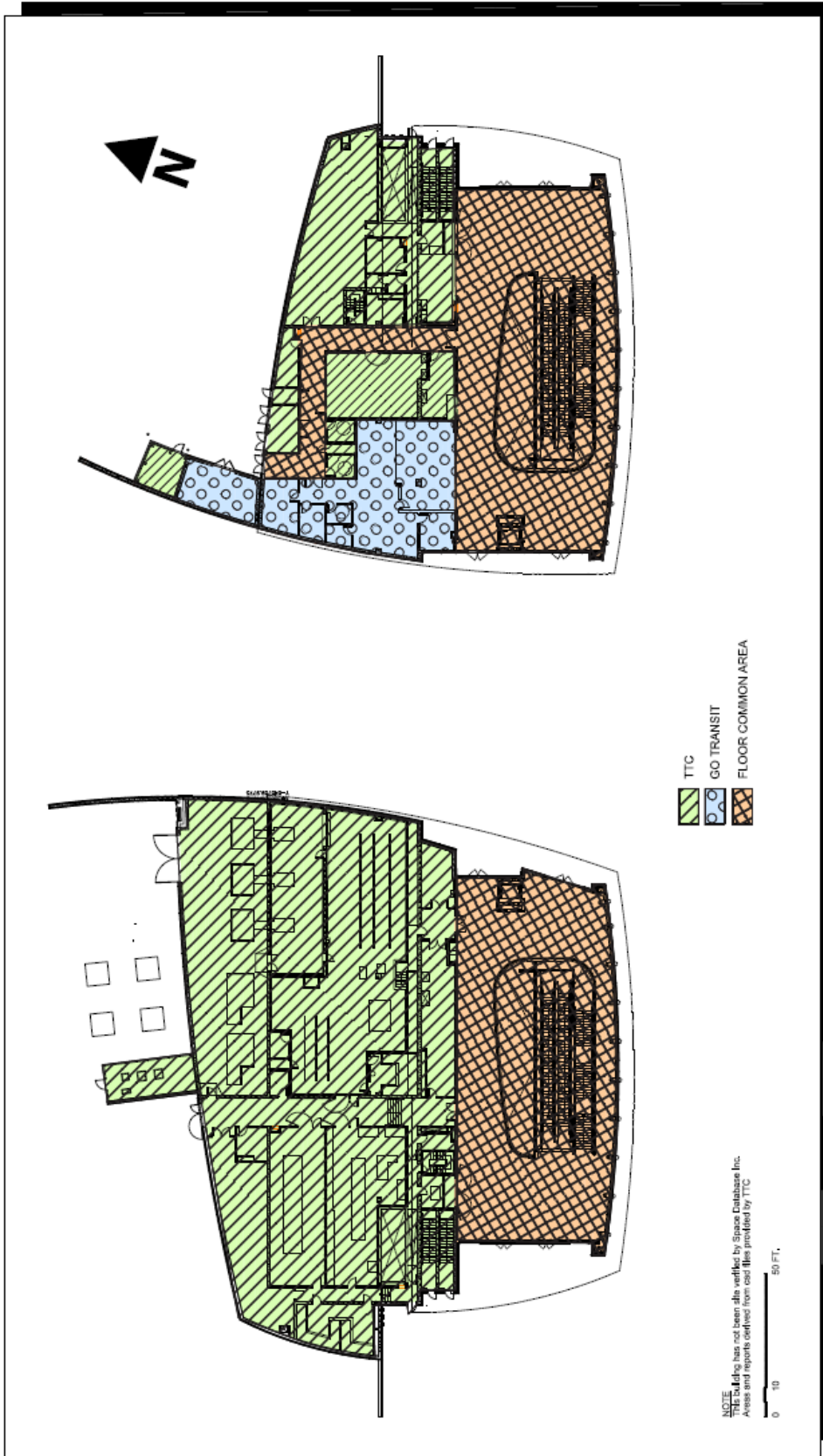

PRINCIPLES	
SECURITY AND LAW ENFORCEMENT	
5	The Parties agree that TTC is responsible for fare enforcement, law enforcement, and security of the Subway System including but not limited to the Stations, and the Commuter Parking Lots. Metrolinx agrees that TTC enforcement and inspection personnel may, in accordance with their authorities provided by an agreement with applicable authority or pursuant to Applicable Laws, as the case may be, access areas owned, operated and maintained by Metrolinx for the purpose of carrying out these responsibilities. The Parties agree that Metrolinx is responsible for fare enforcement, law enforcement, and security of the Metrolinx Assets and those areas owned, operated and maintained by York. TTC agrees that Metrolinx’s Special Constables and Metrolinx’s By-law Enforcement Officers may, in accordance with their authorities provided by an agreement with applicable authority or pursuant to Applicable Laws, as the case may be, access areas owned, operated and maintained by TTC for the purpose of carrying out these responsibilities.
RETAIL LEASING, ADVERTISING, ETC.	
6	The Parties agree that TTC shall, <ul style="list-style-type: none"> (e) be entitled to enter into lease agreements to lease and to advertise on a portion of the Stations, such portion not to comprise any portion of York Assets; (f) be responsible for the operation, maintenance and repair of the leased portions of and the advertisements on the Stations; (g) be entitled to receive all revenue arising from the lease and advertising agreements; and (h) be entitled to all sources of revenue within the Subway System operating in York Region, save and except as otherwise specifically provided in this Agreement.
7	The Parties agree that Metrolinx shall, <ul style="list-style-type: none"> (e) be entitled to enter into agreements to lease and to advertise on a portion of the Metrolinx Assets; (f) be responsible for the operation, maintenance and repair of the leased portions of, and the advertisements on, the Metrolinx Assets; (g) be entitled to receive all revenue arising from the lease and advertising agreements referred to in subparagraphs (a) and (b) herein; and (h) be entitled to all revenue arising from PPUDO.
MAINTENANCE RESPONSIBILITIES	
8	TTC shall be responsible for maintenance of the Maintenance Area(s) as set out in the agreement schedules. Metrolinx shall be responsible for maintenance of the Maintenance Area(s) as set out in the agreement schedules. The Parties shall carry out their respective maintenance responsibilities

	PRINCIPLES
	under this Agreement in accordance with any applicable maintenance requirements and standards.
	RESPONSIBILITIES FOR COSTS
9	<p>TTC shall be responsible for the Maintenance Costs with respect to the Subway System, save and except those in respect of the Metrolinx Assets as specifically identified.</p> <p>Metrolinx shall be responsible for the Maintenance Costs with respect to the Metrolinx Assets, as specifically identified.</p> <p>TTC shall be responsible for the capital costs of the Subway System, save and except those in respect of the Metrolinx Assets, as specifically identified.</p> <p>Metrolinx shall be responsible for the capital costs with respect to the Metrolinx Assets.</p>
	TERM, TERMINATION, REVIEW AND AMENDMENT
10	<p>This Agreement shall commence on the Effective Date and shall continue save and except in the circumstances where the Subway System ceases to serve the Stations.</p> <p>This Agreement will be reviewed by the Parties every five (5) years.</p> <p>This Agreement may be amended at any time in writing as agreed to by the Parties in accordance with the provisions of this Agreement.</p> <p>This Agreement may not be terminated by either Party unless both Parties agree to terminate it.</p>


Attachment 3-2

Operations and Maintenance Areas of Responsibility at Downsview Park Station (Exterior and Interior)



SPACE DATABASE®

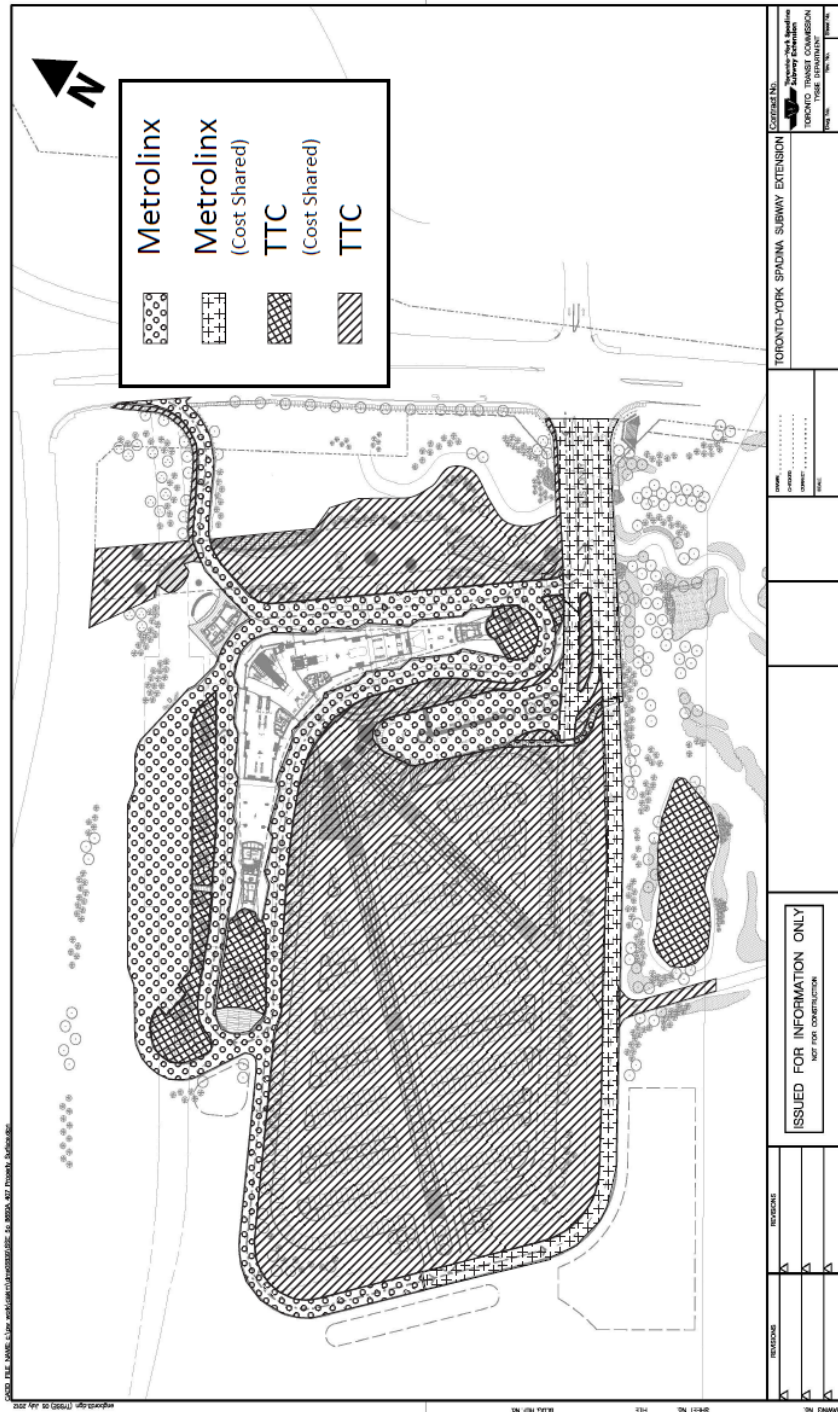


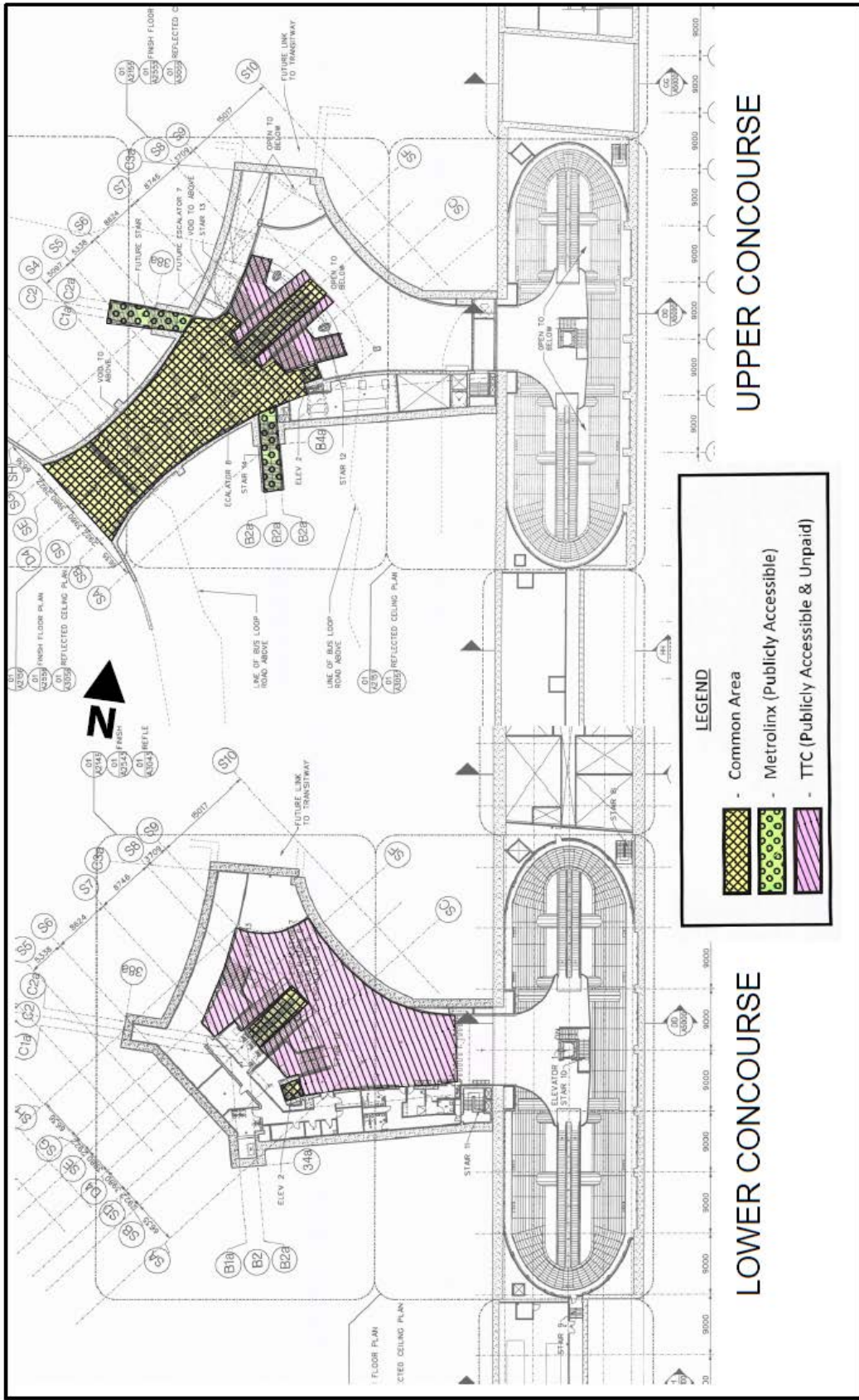
TTC - Sheppard West Station
Toronto, ON
 Ground Level Plan - Area Study

March 22, 2013 © 2013 Space Database Inc. All Rights Reserved

Attachment 3-3

Operations and Maintenance Areas of Responsibility at Highway 407 Station (Exterior and Interior)





Attachment 4-1

Operating and Maintenance Agreement between TTC and York University – Key Principles

The Operations and Maintenance Agreement is being negotiated between TTC and York University for work at York University and Pioneer Village stations consistent with principles in the York U MOU.

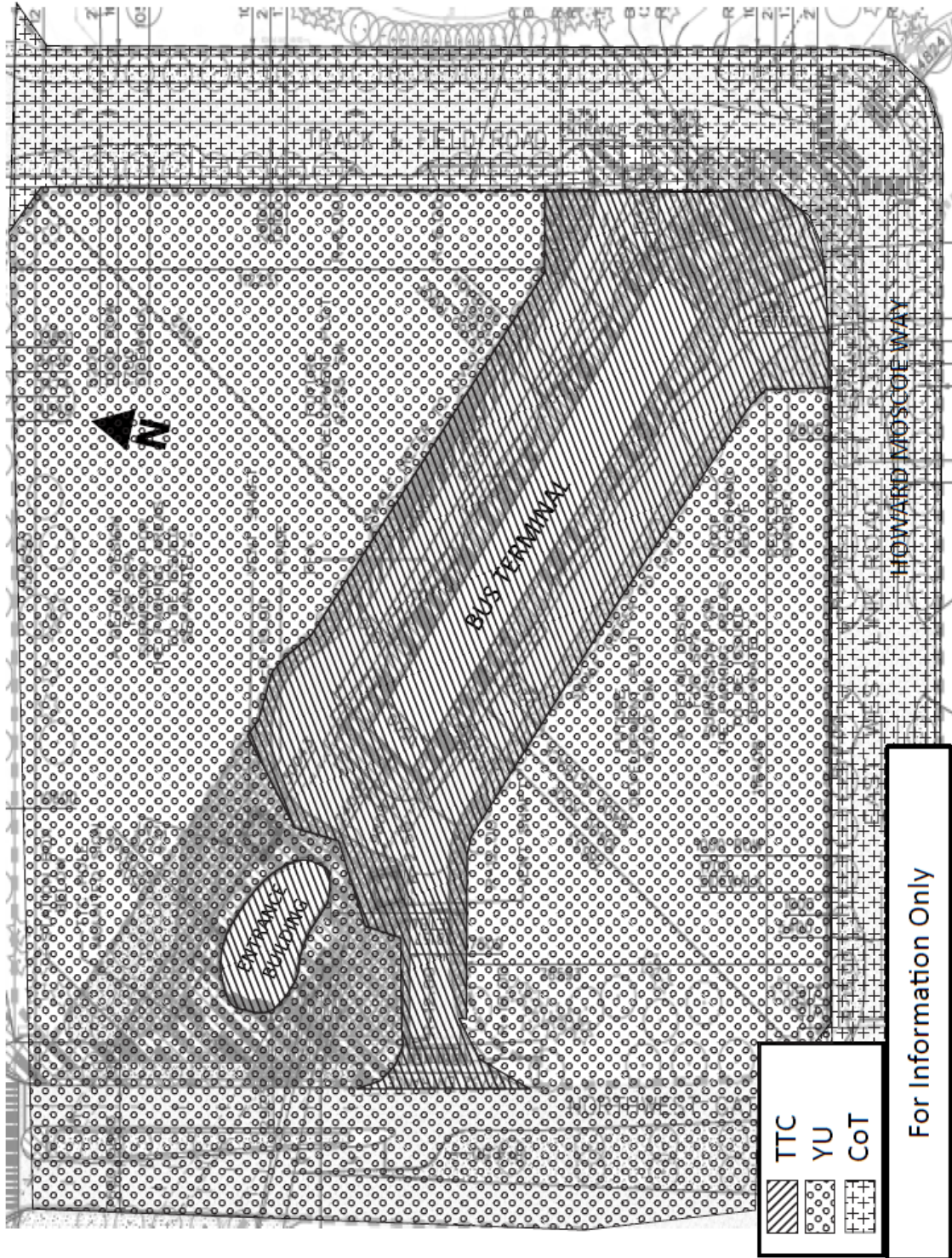
PRINCIPLES	
GENERAL PRINCIPLES REGARDING THE OPERATION OF THE YORK UNIVERSITY FACILITIES	
1	The operation, regulation and use of TTC Subway System are and shall remain the responsibility of TTC in its sole and unequivocal discretion. Save and except as specifically provided in Operations and Maintenance agreement schedules, the operation, regulation and use of the York University Facilities are and shall remain the responsibility of York University in its sole and unequivocal discretion.
2	The York University Facilities shall be operated, maintained and repaired in a manner consistent with its policies and procedures for York University facilities, as may be amended from time to time.
GENERAL PRINCIPLES REGARDING THE OPERATION OF SUBWAY SYSTEM AND YORK UNIVERSITY FACILITIES	
3	Neither York University nor TTC may perform work of any type, including the demolition, erection or construction of a building or structure, on, over or through the York University Facilities, the Stations or the Subway System, as applicable, in such manner that the support, existence, operation, maintenance, ventilation, stability and/or safety of the York University Facilities, the Stations or the Subway System shall in any manner be endangered, or interfered with, in any materially adverse way, unless and until, in each case, at the sole expense of the Party wishing to perform the work, detailed plans and specifications thereof are submitted to the other Party, and the footings, support, staging, shoring and all other relevant matters have received the approval of the other Party.
4	York University acknowledges and agrees that any developments on York University lands within the Zone of Influence shall be subject to TTC's Technical Review and approval process, using the current TTC Developers Guide.
SECURITY AND LAW ENFORCEMENT	
5	The Parties agree that TTC is responsible for fare enforcement, law enforcement, and security of the Subway System including but not limited to the Stations, other TTC assets. York University agrees that TTC enforcement and inspection personnel may, in accordance with their authorities provided by an agreement with applicable authority or pursuant to Applicable Laws, as the case may be, access areas owned,

PRINCIPLES	
	operated and maintained by York University for the purpose of carrying out these responsibilities. The Parties agree that York University is responsible for law enforcement, and security of the York University Facilities and those areas owned, operated and maintained by York University.
RETAIL LEASING, ADVERTISING, ETC.	
6	The Parties agree that TTC shall, <ul style="list-style-type: none"> (a) be entitled to enter into lease agreements to lease and to advertise on a portion of the Stations, such portion not to comprise any portion of York University Facilities; (b) be responsible for the operation, maintenance and repair of the leased portions of and the advertisements on the Stations; (c) be entitled to receive all revenue arising from the lease and advertising agreements; and (d) be entitled to all sources of revenue within the Subway System, save and except as otherwise specifically provided in the Agreement.
MAINTENANCE RESPONSIBILITIES	
7	TTC shall be responsible for maintenance of the Maintenance Area(s) as set out. York University shall be responsible for maintenance of the Maintenance Area(s) as set out. The Parties shall carry out their respective maintenance responsibilities under this Agreement in accordance with any applicable maintenance requirements and standards.
RESPONSIBILITIES FOR COSTS	
8	TTC shall be responsible for the Maintenance Costs with respect to the Subway System, save and except those in respect of the York University Facilities, as specifically identified. York University shall be responsible for the Maintenance Costs with respect to the York University Facilities, as specifically identified. TTC shall be responsible for the capital costs of the Subway System, save and except those in respect of the York University Facilities, as specifically identified. York University shall be responsible for the capital costs with respect to the York University Facilities.
TERM, TERMINATION, REVIEW AND AMENDMENT	
9	This Agreement shall commence on the Effective Date and shall continue save and except in the circumstances where the Subway System ceases to serve the Stations. This Agreement will be reviewed by the Parties every five (5) years.

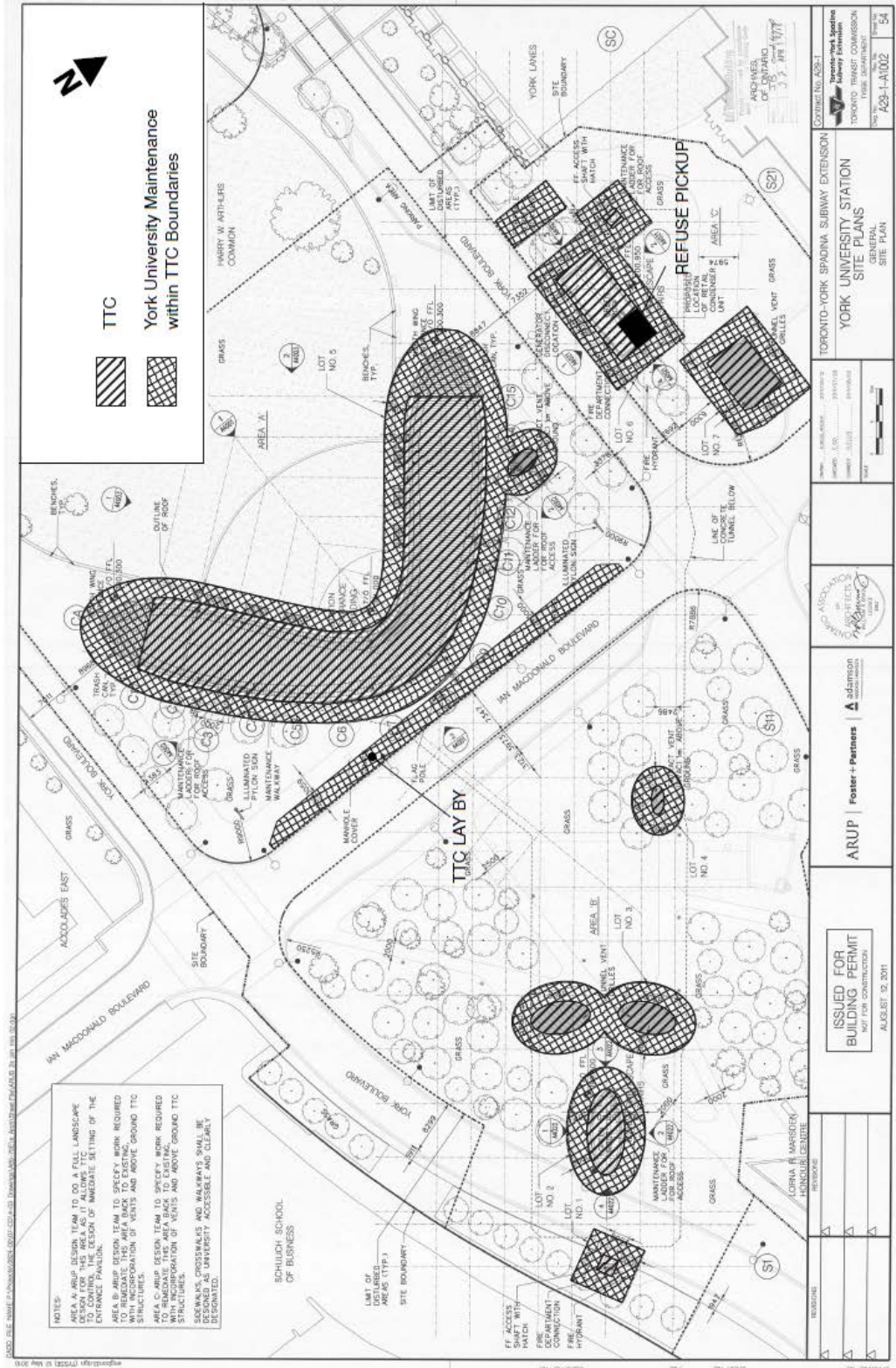
PRINCIPLES	
	<p>This Agreement may be amended at any time in writing as agreed to by the Parties in accordance with the provisions of this Agreement.</p> <p>This Agreement may not be terminated by either Party unless both Parties agree to terminate it.</p>

Attachment 4-2 (a)

Operations and Maintenance Areas of Responsibility at Pioneer Village and York University Stations



Attachment 4-2 (b)



Attachment 5

SmartCentres KPMG Entrance Connection

