

METROLINX HURONTARIO LRT DEVELOPER'S GUIDE

Requirements for Developments Adjacent or Connecting to Metrolinx Light Rail Transit Infrastructure or Rights-of-Way

2017

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1.0 Introduction to the Metrolinx Developer's Guide

The Hurontario Light Rail Transit (HuLRT) line is part of "The Big Move," which is a 25 year, \$50 billion plan that will transform transportation across the Greater Toronto and Hamilton Area. The HuLRT spans approximately 20 kilometres between the Port Credit GO Station in the City of Mississauga, to Steeles Avenue in the City of Brampton. The LRT line will operate at-grade along Hurontario Street (Highway 10), with a loop around Mississauga City Centre via Burnhamthorpe Road, Duke of York Boulevard, and Rathburn Road.

The HuLRT creates significant public and economic benefits and introduces opportunities for transit oriented design and development. For this to be appropriately realized, coordination of planning and development activities between public and private sector entities is critical to ensure the orderly development of land along the HuLRT corridor, to resolve potential areas of conflict, and to prevent risks to public health and safety. For example, the design of the HuLRT may have a bearing and influence the designs of adjacent developments. Furthermore, construction of the LRT may affect the ability for other nearby proposed works to be undertaken during the same time period.

The Metrolinx Hurontario LRT Developer's Guide is one resource document that supports such planning and development coordination efforts, as this Guide describes the events and means by which coordination may occur.

2.0 Purpose of Metrolinx Reviews of Planning and Development Applications

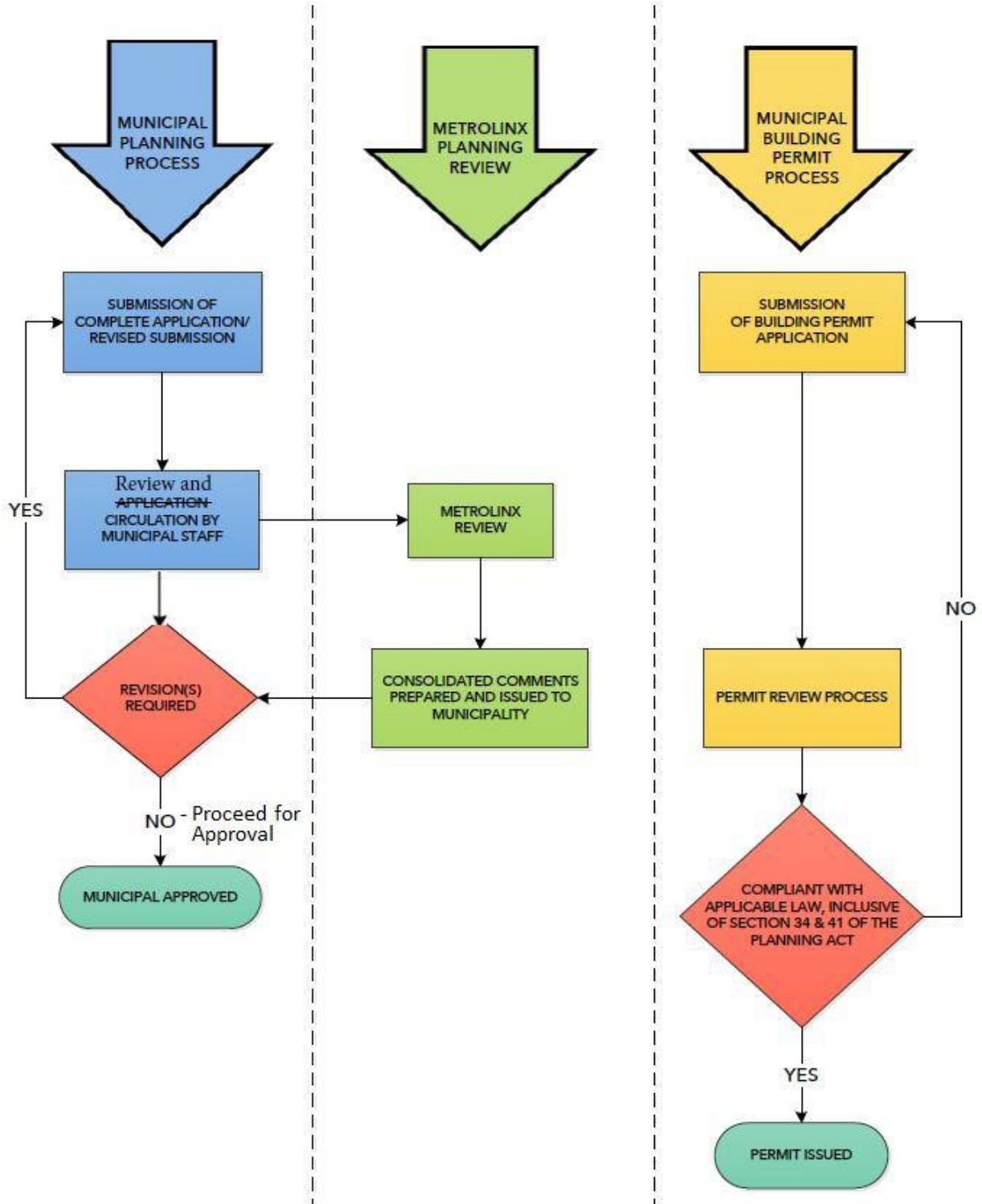
Metrolinx reviews planning and development applications that fall within Metrolinx's Development Review Zone as part of the municipal planning process. The Metrolinx Development Review Zone is generally described as lands within 60 metres of the municipal rights-of-way in which the LRT operates within, as well as 60 metres from LRT infrastructure, such as stations, stops, ancillary buildings, tunnels, surface and elevated guideways, and LRT vehicle maintenance and storage facilities. The primary intent and scope of the review is to ensure that future developments, at any stage of their implementation, do not adversely impact the design, construction, operation, maintenance and integrity of Metrolinx infrastructure, property, and systems.

Metrolinx policies also aim to foster more intensive, transit-oriented development on and in the vicinity of LRT station sites to support transit use and promote more sustainable urban development. Inquiries regarding joint development involving Metrolinx lands should be directed to the Director of Realty Services, or Manager of Land Development, using the email realtyservices@metrolinx.com as well as development.coordinator@metrolinx.com.

3.0 Metrolinx Review Process

3.1 Overview

The following graphic depicts, in general terms, where and how the Metrolinx review process fits into the municipal planning approval process.



Metrolinx is an external review and commenting Agency that participates in the municipal planning and approval process for Official Plan Amendment, Zoning By-law Amendment, Plan of Subdivision and Site Plan Control applications. Governing municipalities will circulate relevant applications to Metrolinx for review as part of their standard circulation processes. Metrolinx will review applications from a compatibility and potential impact perspective against that of existing and/or proposed Metrolinx LRT infrastructure and operations. Metrolinx comments may address topics and issues such as providing information pertaining to the nature of existing or planned transit facilities and their potential implications or considerations for the proposed development; comments relating to building setbacks and site access in light of LRT infrastructure; scoped comments and/or conditions pertaining to traffic impact studies and traffic management; conditions of approval such as transit interferences warning clauses, securing as-built surveys of nearby infrastructure and the like.

For applications that are subject to a Metrolinx review, written comments will be provided by Metrolinx to the governing municipality. Modifications to a proposal may be required in order to bring the proposed development into conformance and compliance with Metrolinx requirements, and to eliminate or mitigate any impact(s) on LRT designs, construction, operations, facilities, property, infrastructure and/or potential LRT extensions. Metrolinx will identify any potential issues or concerns in its written response to municipalities, including any required changes to the development proposal, and to outline any approval conditions that may be required. A written notice will also be provided by Metrolinx to the governing municipality when Metrolinx specific conditions have been met.

Applicants/Agents are encouraged to contact and carry out pre-submission consultation activities with Metrolinx before submitting planning applications. To do so, please contact Metrolinx using the email development.coordinator@metrolinx.com

3.2 Legal Agreements with Metrolinx

Comments and conditions identified through the Metrolinx review may include requirements for specific agreements with Metrolinx, depending on the potential for impacts on and the extent of integration with Metrolinx LRT infrastructure. The following sets out, in general terms, the nature and purpose of typical agreements. Other agreements not listed below may also be required depending upon the proposal.

A. Land Transfer or Exchange Agreements

Metrolinx may require a Developer to enter into a Land Transfer Agreement when land within the development site is required for Metrolinx LRT infrastructure or where Metrolinx lands are required by the Developer to accommodate the development.

B. Construction Agreement

A Construction Agreement may be necessary between the Developer and Metrolinx to set out specific requirements and parameters for construction and coordination activities between the projects, and may include provisions related to the timing and duration of construction activity.

C. Reciprocal Easement and Operating Agreement

A Reciprocal Easement and Operating Agreement will be required in instances where:

- (i) a development is adjacent to or integrates with Metrolinx infrastructure;

- (ii) a development is built above Metrolinx LRT infrastructure; and/or
- (iii) where there are any encroachments onto Metrolinx lands or interests in lands including its easement in the municipal right-of-way.

This agreement will outline the requirements for Metrolinx access to the Developer's structures and facilities including access over or through the development parcel in order to facilitate the maintenance, rehabilitation, or replacement of Metrolinx infrastructure and assets. This Agreement is required prior to the issuance of the full building permit for the development.

D. Entrance Connection Agreement

An Entrance Connection Agreement is required for developments which propose direct pedestrian connections to a Metrolinx station. The Entrance Connection Agreement will deal with all aspects of a transit connection, including but not limited to the design, construction, supply and installation of fare collection equipment, electrical services, stairs, elevators, escalators, security features, wayfinding and signage, fire / life safety and other elements or components of an Entrance Connection as applicable. Entrance Connection proposals are required to undergo additional detailed Metrolinx technical reviews.

4.1 Expediting Metrolinx Reviews

Prior to the submission of an application to the governing municipality, it is recommended that the Applicant/Agent contact Metrolinx's Development Coordinator to discuss the proposal and potential impacts upon Metrolinx property, facilities and/or infrastructure.

The following steps are suggested to expedite the Metrolinx review of planning and development applications:

1. Contact Metrolinx's Development Coordinator to discuss preliminary application details and the proximity of the site to the HuLRT.
2. Obtain Metrolinx technical information, including Metrolinx infrastructure location, structural, electrical, transportation, and mechanical drawings relevant to the development site, where and when available. Depict this relevant information on application submission materials / plans where appropriate. A pre-condition to obtaining Metrolinx infrastructure drawing information is the execution of a Non-Disclosure Agreement between the Developer and Metrolinx. This agreement is attached as Appendix 1. Contact Metrolinx's Development Coordinator to request the required drawings.

Note: Metrolinx infrastructure drawings are the property of Metrolinx and shall not be reproduced or transmitted to any other party without the consent of Metrolinx. Metrolinx infrastructure drawings may be obtained electronically only.

3. A preliminary meeting with Metrolinx's Development Coordinator is recommended as it provides the Applicant/Agent an opportunity to discuss the proposed development and determine constraints and opportunities, if any, for the design and construction of the development.

The Metrolinx Development Coordinator can be contacted at development.coordinator@metrolinx.com.

APPENDIX 1 NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

This Agreement is made as of the _____ day of _____ among Metrolinx, (its Project Company) and XXXXX (The "Recipient").

Recitals:

A. The Recipient has expressed an interest in developing a property owned by it adjacent to XXXXX of the Hurontario LRT. The Recipient has requested preliminary specifications and plans for the Hurontario LRT and other related information from Metrolinx and (its Project Company), which have both agreed to provide to the Recipient on the terms and subject to the conditions hereinafter set forth.

FOR VALUABLE CONSIDERATION paid by the Recipient to Metrolinx and _____, the Recipient agrees as follows:

1. **Confidential Information.** "Confidential Information" means design documents and other related information including, but not limited to, concept reference plans relating to the design of the HuLRT, any output specifications for the Project that relate or pertain to _____ owned by Metrolinx or (P.Co) _____ or which they have a right to use and such other information as Metrolinx or P.CO ma / determine, in their discretion, is connected, directly or indirectly, to the Station, as may be disclosed or provided, orally, in writing, electronically, visually, photographically, magnetically or by some other means by Metrolinx or P.CO or on their behalf to the Recipient, regardless of whether or not the information is specifically identified or marked as confidential or proprietary. This Agreement does not apply to Confidential Information which:

- (i) becomes generally available to the public through no fault of the Recipient;
- (ii) is already known to or in the possession of the Recipient at the time of its disclosure by the Recipient as evidenced by the Recipient's records;
- (iii) was independently developed by the Recipient prior to receipt from Metrolinx or P.CO as documented by the Recipient's written records; or
- (iv) becomes available to the Recipient on a non-confidential basis from a source other than Metrolinx or P.CO that is not under other obligations of confidence.

Metrolinx or P.CO, as applicable, shall retain all right, title and interest including all intellectual property rights in and to the Confidential Information. Neither the execution of this Agreement nor the furnishing of any Confidential Information shall be construed as granting to the Recipient either by implication or otherwise any interest, licence or right respecting the Confidential Information.

All Confidential Information is provided "as is" without warranty or guarantee of any kind as to accuracy, completeness, fitness for use, purpose, non-infringement of third party rights or any other warranty, express or implied. Metrolinx and P.CO shall not be

responsible for any damages, loss, expense or claim of loss arising from use of or reliance by the Recipient on the Confidential Information.

2. **Recipient's Obligations.** The Recipient agrees that the Confidential Information is confidential and proprietary to Metrolinx and/or P.CO and will be held by the Recipient in confidence. The Recipient:

(i) shall not disclose, reveal, publish or disseminate the Confidential Information to any person other than those of its directors, officers, employees, agents and third parties with a need to know such Confidential Information in connection with the Development provided that before the Recipient discloses the Confidential Information to any person, it shall obtain the prior written consent of Metrolinx and P.CO and only disclose to persons who shall either have entered into a confidentiality agreement with Metrolinx and P.CO on the terms hereof or be otherwise subject to obligations of confidentiality substantially similar to those contained in this Agreement;

(ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication or dissemination of the Confidential Information and shall immediately notify Metrolinx and P.CO if it becomes aware of any unauthorized disclosure;

(iii) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information including the *Freedom of Information and Privacy Act*;

(iv) shall only use the Confidential Information in connection with the Development and for no other purpose;

(v) shall not contact P.CO with respect to any aspect of the design or other component of the Station or the Development without the prior written consent of Metrolinx;

(vi) at the request of Metrolinx or P.CO, return all Confidential Information or destroy it and all copies in any form in its power or control and provide Metrolinx and P.CO with a certificate of confirmation signed by an officer of the Recipient certifying such return or destruction. To the extent that data or electronic records containing Confidential Information are retained by the Recipient for the purposes of back up, recovery, contingency planning or business continuity planning or are otherwise not accessible in the ordinary course of business, such data or records, to the extent not otherwise permanently deleted or overwritten will not be accessed except for the purposes enumerated above (back up, recovery, contingency planning, business continuity planning).

3. **Legally Required Disclosure:** If the Recipient is required by law to disclose the Confidential Information the Recipient shall provide Metrolinx and P.CO with written notice to enable Metrolinx and/or P.CO to seek a protective order and shall cooperate with Metrolinx and P.CO in obtaining any such order. If such order is not obtained the Recipient shall disclose only such portions of the Confidential Information as is required by applicable law.

4. **Term:** The obligations of the Recipient herein shall be effective from the date of this Agreement and shall remain in full force and effect for seven (7) years from

the date Metrolinx or **P.CO** last discloses any Confidential Information to the Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Recipient, nor by the rejection of any agreement between Metrolinx and the Recipient, by a trustee of the Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

5. **Further Assurances.** The Recipient acknowledges that Metrolinx or **P.CO** may require the Recipient to provide additional confidentiality covenants satisfactory to Metrolinx or **P.CO** before Metrolinx or **P.CO** discloses additional Confidential Information. The Recipient makes no commitment to enter into any such further covenants and this Confidentiality Agreement shall pertain to and govern all Confidential Information provided by Metrolinx and **P.CO** under it. For greater clarity, should the Recipient not agree to be bound by further confidentiality covenants requested by Metrolinx or **P.CO**, Metrolinx and P.CO will not be required to disclose to the Recipient any further or additional Confidential Information.

6. **Other Information.** The Recipient shall have no obligation under this Agreement with respect to information which is or becomes publicly available without breach of this Agreement by the Recipient; is rightfully received by the Recipient without obligations of confidentiality; or is developed by the Recipient without breach of this Agreement.

7. **No Publicity.** The Recipient agrees not to disclose the existence of this Agreement or the terms hereof except as required to comply with its obligations under Section 2 or as required by law.

8. **FIPPA.** No information, records or documents containing personal information will be provided to the Recipient pursuant to this Agreement. The Recipient acknowledges that Metrolinx is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) (“FIPPA”). If a request is made under FIPPA for access to information or records provided by Metrolinx to the Recipient, the Recipient shall cooperate with Metrolinx and **P.CO** in identifying records responsive to the request and responding to it in a timely manner.

9. **Governing Law & Equitable Relief.** This Agreement shall be governed and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the Ontario courts for any dispute arising out of this Agreement. The parties agree that in the event of any breach or threatened breach by the other party it may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

10. **Entire Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further written document that is duly executed by all parties may modify this Agreement.

11. **No Assignment.** The Recipient may not assign this Agreement or any interests herein without Metrolinx's express prior written consent, which may be arbitrarily withheld.

12. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. **No Implied Waiver.** A party's failure to insist in any one or more instances upon strict performance by another party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

14. **Waiver of Liability.** Metrolinx and P.CO shall not be liable for the Confidential Information or any errors that may be contained in or omissions from the Confidential Information. The Confidential Information is provided on an "as-is, where- is" basis to the Recipient and the Recipient releases and waives Metrolinx and P.CO from all liability which may arise from the use of or reliance on the Confidential Information by the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

METROLINX

By: _____
Name:
Title:
I have the authority to bind the corporation

METROLINX'S PROJECT COMPANY

By: _____
Name: Title:
I have the authority to bind the partnership

XXXXXXXXXX.

By: _____
Name: _____
Title: _____
I have the authority to bind the corporation