

**TRIPARTITE
AMENDING AGREEMENT**

THIS AGREEMENT made as of this 28 day of January, 2025

AMONG:

CITY OF TORONTO
(hereinafter referred to as the "**City**" or "**Lessor**")

OF THE FIRST PART

- and-

TORONTO PORT AUTHORITY
(hereinafter referred to as the "**TPA**" or "**Lessee**")

OF THE SECOND PART

-and-

HIS MAJESTY THE KING IN RIGHT OF CANADA,
represented herein by the Minister of Transport
(hereinafter referred to as the "**Minister**")

OF THE THIRD PART

BACKGROUND:

- A. The Corporation of the City of Toronto (as it then was), the Toronto Harbour Commissioners, and the Minister entered into a lease agreement dated June 30, 1983, relating to the Toronto Island Airport, currently known as the Billy Bishop Toronto City Airport ("BBTCA"), which lease agreement was supplemented and amended by subsequent amending agreements, (the lease agreement and lease amending agreements hereinafter collectively referred to as the "Tripartite Agreement");
- B. The TPA is a corporation constituted pursuant to the provisions of the *Canada Marine Act* for certain purposes and with certain powers related to the development, operation, maintenance and protection of the harbour of the City of Toronto, and is the successor to the Toronto Harbour Commissioners;
- C. On July 12, 2024, in accordance with subsection 302.600(4) of the *Canadian Aviation Regulations*, the TPA was advised that BBTCA has surpassed the passenger volume threshold during a period of two consecutive calendar years (2022 and 2023), as set out in subsection 302.600(1) of the *Canadian Aviation Regulations*. This requires TPA, as the airport owner and operator, to comply with Runway End Safety Areas (RESA) regulatory requirements as set out in subsection 302.602 no later than July 12th, 2027;

- D. The TPA has approached the Minister and the City for amendments to the Tripartite Agreement that will permit the landmass expansion for the construction of RESA and for an extension to the current term of the Tripartite Agreement to enable the TPA to finance the construction of RESA;
- E. The City, at its City Council meeting held on October 9th and 10th, 2024, adopted item 2024.EX17.5, as set out in Schedule B to this Agreement.
- F. All parties recognize the need to ensure ongoing and future operations of the BBTCA and commit to engage in discussions on a long-term lease extension and renegotiation of the Tripartite Agreement to achieve this goal.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree with one another as follows:

- 1. The Parties hereto agree that the Tripartite Agreement shall be and is hereby amended as follows:

(a) General

All references to the Island Airport in the Tripartite Agreement shall refer to the Billy Bishop Toronto City Airport or BBTCA.

(b) Term - Section 3

Section 3 shall be deleted and the replaced by the following:

“TO HAVE AND TO HOLD the demised premises for and during a term from the 1st day of July, 1983, and ending on the 31st day of December, 2045, unless sooner terminated in accordance with the provisions of this Lease.”

(c) RESA Construction

Notwithstanding S.14 (1)(a) and (b) of the Tripartite Agreement, the Minister and the Lessor agrees that the Lessee may construct RESA in accordance with the draft site plan and uses as set out in Schedule “A” (the “Proposed RESA Design”) on the following terms and conditions:


- (1) The Lessee shall, at its own expense, obtain all necessary approvals and permits required to proceed with RESA construction, including but not limited to approval from the Department of Fisheries and Oceans, and any other Federal permit or approval that might be required.
- (2) The Lessee shall construct RESA in accordance with all approvals and permits relating thereto, including but not limited to those mentioned in subsection (1) above.
- (3) The Lessee shall complete an Environmental Assessment for RESA at its sole expense, prior to the commencement of construction, and to the satisfaction of the City, acting reasonably.

- (4) The Lessee shall engage the Toronto and Region Conservation Authority to leverage their shoreline expertise throughout detailed design and implementation and present the Proposed RESA Design to Aquatic Habitat Toronto for input and advice on habitat compensations strategies that advance the objectives of the Toronto Waterfront Aquatic Habitat Restoration Strategy, prior to the commencement of construction, and to the satisfaction of the City, acting reasonably.
 - (5) The Lessee shall develop a RESA construction management plan that minimizes community impacts including overnight work and shall develop a traffic management plan related to construction activities, prior to the commencement of construction, and to the satisfaction of the City, acting reasonably.
 - (6) The Lessee undertakes and agrees in favour of the City and the Minister that it shall be solely responsible for all costs relating to the design, construction and maintenance of RESA and shall indemnify the Lessor and the Minister fully in respect thereof.
 - (7) The Lessee agrees that any contract it enters into in connection with the construction of RESA or related works shall be on its own behalf and not on behalf of the City or of His Majesty the King in Right of Canada. The Lessee shall expressly so state in any such contract as per section 28(5) of the *Canada Marine Act*.
 - (8) Neither the City nor the Minister has any obligation to provide funds for any operating expenses or capital expenditures or deficits associated directly or indirectly with RESA or associated works.
2. The Parties confirm that in all other respects, the terms, covenants and conditions of the Tripartite Agreement remain unchanged, unmodified, and in full force and effect, except as modified by this amending agreement. Upon execution of this amending agreement by all of the Parties hereto, all future references to the Tripartite Agreement shall refer to the Tripartite Agreement as amended by this amending agreement.
 3. The TPA is entering into this amending agreement on its own behalf and not on behalf of His Majesty the King in Right of Canada.
 4. Nothing in this agreement shall affect the right or power of the Parliament of Canada to enact any laws for which the Parliament of Canada has legislative jurisdiction or shall affect His Majesty the King in Right of Canada in His regulatory capacity.
 5. This amending agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, as the case may be.
 6. This amending agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same amending agreement. Any party shall be entitled to sign and transmit electronic signatures to this amending agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this amending agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed amending agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

TORONTO PORT AUTHORITY

Per:


President & CEO

Per:


Warren Askew, Vice President, Airport
Toronto Port Authority

I/We have authority to bind the TPA.

CITY OF TORONTO

Per:

Per:

I/We have authority to bind the City.

HIS MAJESTY THE KING IN RIGHT OF CANADA, represented by the Minister of Transport

Per:

I/We have authority to bind the Minister

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TORONTO PORT AUTHORITY

Per:

Per:

I/We have authority to bind the TPA.

CITY OF TORONTO

Per:



Jag Sharma, Deputy City Manager Development and Growth Services

Per:

I/We have authority to bind the City.


HIS MAJESTY THE KING IN RIGHT OF CANADA, represented by the Minister of Transport

Per:

I/We have authority to bind the Minister

APPROVED AS TO FORM

Signed by:



DF38F094F6FD48A

Cory Lynch
For Wendy Walberg
City Solicitor

IN WITNESS WHEREOF the Parties hereto have affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf duly authorized.

TORONTO PORT AUTHORITY

Per:

Per:

I/We have authority to bind the TPA.

CITY OF TORONTO

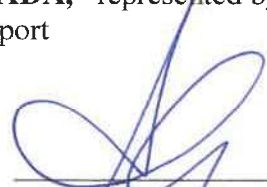
Per:

Per:

I/We have authority to bind the City.

HIS MAJESTY THE KING IN RIGHT OF CANADA, represented by the Minister of Transport

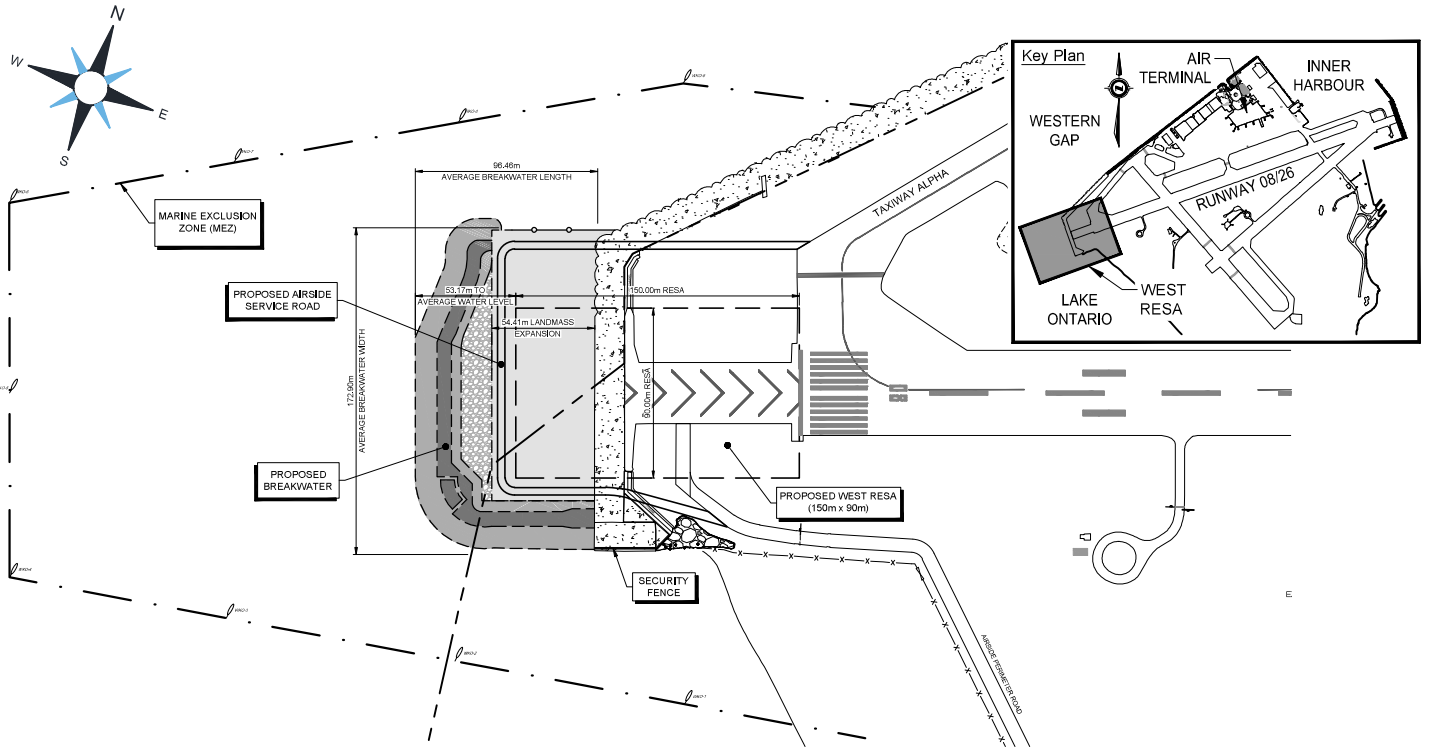
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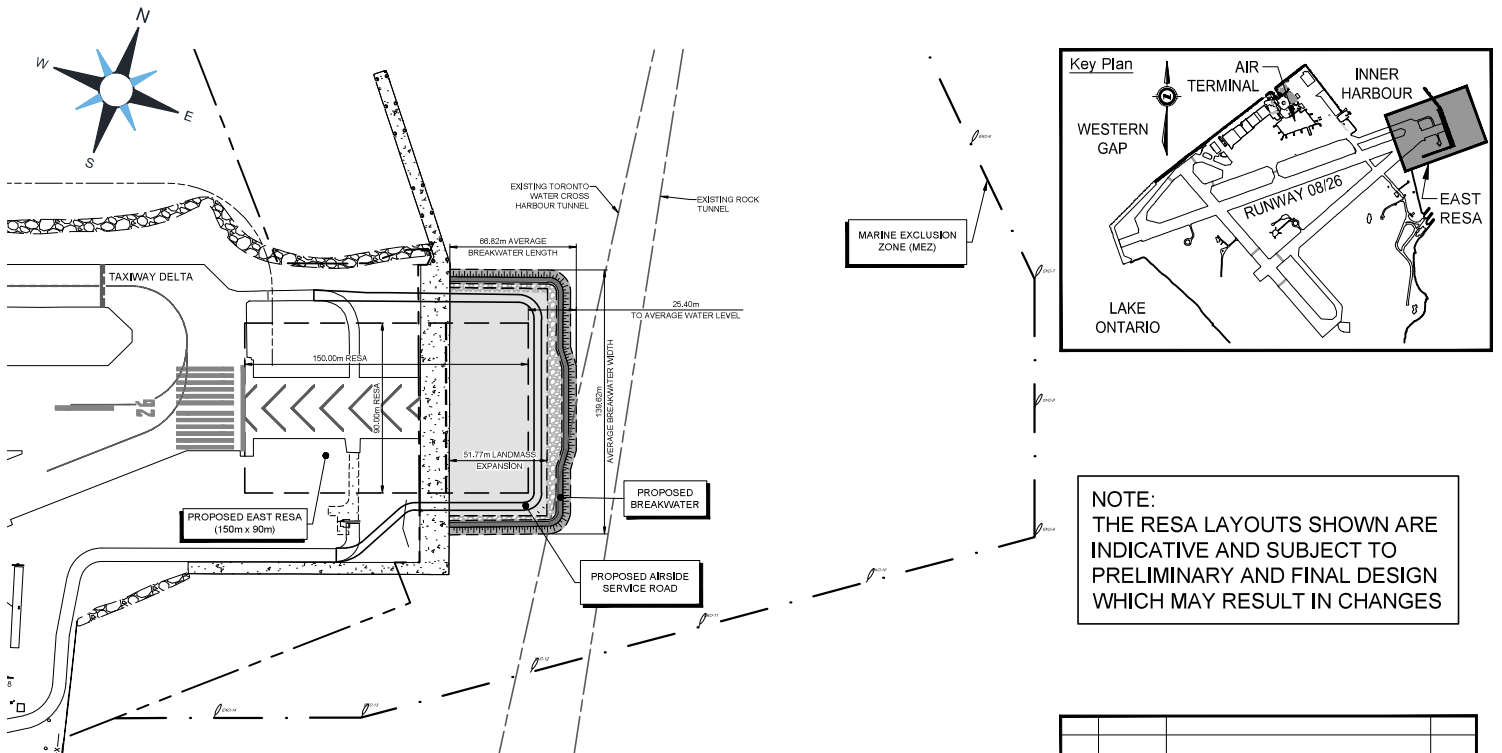
I/We have authority to bind the Minister

SCHEDULE "A" (DRAFT)

BILLY BISHOP TORONTO CITY CENTRE AIRPORT RUNWAY 08/26 END SAFETY AREAS (RESA) SITE PLAN



WEST RESA (LAKE ONTARIO)



EAST RESA (INNER HARBOUR)

NOTE:
THE RESA LAYOUTS SHOWN ARE
INDICATIVE AND SUBJECT TO
PRELIMINARY AND FINAL DESIGN
WHICH MAY RESULT IN CHANGES

No.	DATE	DESCRIPTION	BY
0	JAN. 26, 2025	ISSUED FOR LAYOUT APPROVAL	AVIANG
		REVISION / ISSUE	

SCHEDULE "B"

EX17.5 - Billy Bishop Toronto City Airport - Runway End Safety Areas

City Council Decision

City Council on October 9 and 10, 2024, adopted the following:

- 1.** City Council authorize the Deputy City Manager, Development and Growth Services, working with the Director, Waterfront Secretariat, to consider the detailed Runway End Safety Areas designs provided by PortsToronto and based on those designs, to negotiate and execute an amendment to the Tripartite Agreement to permit a landmass extension, and subject to Part 2.e. below, an amendment to extend the term end date to the date necessary to secure requisite financing and no later than December 31, 2045, that meets the Runway End Safety Areas compliance requirements consistent with Runway End Safety Areas Option 1 and as substantially outlined in Attachment 2 to the supplementary report (September 27, 2024) from the Deputy City Manager, Development and Growth Services, in a form satisfactory to the City Solicitor.
- 2.** City Council direct that the execution of the amendment to the Tripartite Agreement authorized by Part 1 above be subject to PortsToronto fulfilling the following conditions, to the satisfaction of the Deputy City Manager, Development and Growth Services, working with the Director, Waterfront Secretariat and the City Solicitor:
 - a.** completing the Runway End Safety Areas Environmental Assessment;
 - b.** engaging Toronto and Region Conservation Authority to leverage their shoreline expertise throughout detailed design and implementation and present detailed Runway End Safety Areas designs to Aquatic Habitat Toronto for input and advice on habitat compensations strategies that advance the objectives of the Toronto Waterfront Aquatic Habitat Restoration Strategy;
 - c.** developing a Runway End Safety Areas construction management plan that minimizes community impacts including overnight work;
 - d.** developing a traffic management plan related to construction activities; and
 - e.** demonstrating a term extension up to no later than December 31, 2045, is necessary to secure the requisite financing for Runway End Safety Areas construction within the existing Tripartite Agreement timeframe, to the satisfaction of the Chief Financial Officer and Treasurer.
- 3.** City Council direct the City Manager and/or delegate(s) to participate in discussions with PortsToronto and Transport Canada on a process to update the 2018 Airport Master Plan, and take into consideration the City's overall vision for waterfront revitalization, economic development and the City's housing targets.
- 4.** City Council state its commitment to a long-term lease extension and the renegotiation of the Tripartite Agreement to ensure ongoing and future operations of the Billy Bishop Toronto City Airport, and direct the City Manager to represent Council's position in discussions with PortsToronto and Transport Canada following the successful completion of Runway End Safety Area (RESA) obligations.