

REVISED AGREEMENT IN PRINCIPLE

This Revised Agreement in Principle dated for reference and effective as of the 13th day of August, 2021.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Transportation for the Province of Ontario

("the Province")

AND

CITY OF TORONTO

("the City")

WHEREAS the Province of Ontario and the City of Toronto ("the Parties") support the need for investment in transit infrastructure in the City and the Greater Toronto and Hamilton Area ("GTHA");

AND WHEREAS on November 28, 2012, the City, the TTC and Metrolinx entered into a Master Agreement governing the relationship between the parties and the obligations of each party in respect of the construction of various Light Rapid Transit lines (LRTs) within the City, including the Eglinton Crosstown LRT, the Finch West LRT, and the Sheppard East LRT;

AND WHEREAS the Province, with Metrolinx, has been engaged in discussions with the City and the TTC since 2015 on an approach to cost-sharing the implementation of major transit projects within the City which have shared provincial, regional and municipal objectives;

AND WHEREAS the Province has made a commitment of \$26.8 billion in capital construction costs related to the implementation of GO Rail Expansion Program, which will be owned, operated and delivered on behalf of the Province by Metrolinx;

AND WHEREAS the Province is required to meet Public Sector Accounting Board requirements in order to retain ownership and control of provincial assets;

AND WHEREAS the City adopted a plan to implement the SmartTrack Stations Program, as defined below;

AND WHEREAS the Province and the City entered into an Agreement in Principle ("AIP") effective November 30, 2016 for the purpose of governing how the Parties shall work together to advance enhanced transit services, and established cost-sharing principles for the SmartTrack Stations Program and the GO Rail Expansion Program, subject to a conditional Stage-Gate Process for decision-making;

AND WHEREAS on April 11, 2019 the Province announced Ontario's "New Subway Transit Plan for the Greater Toronto Area", which includes four priority projects including: the Ontario Line, Yonge North Subway Extension, Scarborough Subway Extension, and Eglinton Crosstown West Extension (the "Priority Projects");

AND WHEREAS on November 4, 2019 the Province and the City announced the "Ontario-Toronto Transit Partnership" (the "Partnership") to deliver significant expansion, modernization and state of good repair enhancements to transit in Toronto;

AND WHEREAS on June 6, 2019, the *Getting Ontario Moving Act* received Royal Assent, which enabled the upload of responsibility for the new subway projects to the Province, through legislative amendments to the *Metrolinx Act, 2006*. As per Ontario Regulation 248/19, which came into effect July 23, 2019, the Ontario Line, Yonge North Subway Extension and Scarborough Subway Extension are formally prescribed as Metrolinx "sole responsibility" projects pursuant to the *Metrolinx Act*, and part of Metrolinx's regional transit system.

AND WHEREAS on February 14, 2020, the Province and the City signed the "Ontario-Toronto Transit Partnership Preliminary Agreement" (the "Preliminary Agreement") as a first step in formalizing the Partnership in respect of the Priority Projects. The Preliminary Agreement forms the foundation for continued partnership and for future agreements to be negotiated between the parties in respect of the Priority Projects, as the Priority Projects advance through their respective delivery cycles;

AND WHEREAS the Province and the City finalised the "Ontario-Toronto Memorandum of Understanding (MOU) on Transit-Oriented Development (TOD)," attached to the Preliminary Agreement as Attachment 1 on February 14, 2020 (the MOU on TOD);

AND WHEREAS City Council at its meeting of February 2, 3 and 5, 2021 approved Executive Committee Item *EX20.2 Advancing the SmartTrack Stations Program*, thereby authorizing the City Manager and any other relevant City Officials, in consultation with the City Solicitor, to negotiate, enter into and execute amendments to the AIP necessary for the implementation of the SmartTrack Stations Program;

AND WHEREAS it is necessary to set out the principles of the arrangement between the Province and the City, for the purpose of governing how the Parties shall work together to advance enhanced transit services, including entering into various further agreements along with Metrolinx and the Toronto Transit Commission;

WHEREAS the Parties now wish to revise the AIP as of the effective date to reflect developments and commitments that occurred or were made subsequent to its execution.

NOW THEREFORE, this Revised Agreement in Principle sets out the following core principles and responsibilities of the Parties.

1. SmartTrack Stations Program

1.1 Definitions

In this Section 1, the terms below have the following meaning:

Additional Infrastructure means City infrastructure projects outside the scope of the SmartTrack Stations Program that the City requests to be coordinated with the SmartTrack Stations Program in order to manage interfaces and support coordinated construction.

Base Station Infrastructure means the basic station components of the SmartTrack stations, as contemplated by Metrolinx and the City jointly, that are required to implement a station that operates to meet GO service levels.

City Infrastructure means infrastructure assets owned by the City of Toronto.

City-Initiated Station Requirements means infrastructure requirements above the Base Station Infrastructure integrated into the design of the SmartTrack Stations that the City requires to better serve the communities surrounding the SmartTrack Stations and address the conditions of Toronto's urban context, recognizing that station access in these communities by TTC services, walking and cycling will require additional connections and entrance points.

GO Rail Expansion means the program being delivered in multiple packages or projects by Metrolinx, or by Metrolinx in conjunction with Infrastructure Ontario, to provide enhanced GO rail services, including two-way, all-day service every 15 minutes over core segments of the GO Transit rail network.

Program Budget means the total capital budget of the SmartTrack Stations Program of up to \$1.463 Billion (YOES), inclusive of both \$1.195 Billion (YOES) for Base Station Infrastructure and \$268 Million (YOES) for City-Initiated Station Requirements, which total consists of all Station-related capital costs, including without limitation the costs for planning, design, capital financing, risk, contingency, escalation, project management, and property acquisition. For greater certainty, "Program Budget" does not include costs arising due to the inclusion of Additional Infrastructure.

Project Summary Schedule (or Level 2 Schedule) means a high level integrated schedule of engineering, procurement, construction and start-up activities for the entire project time frame that shows the project milestones, key deliverables divided by units and system facilities includes key critical activities and units or systems used for high level internal and external management reporting. The Project Summary Schedule is developed, usually, as a summarization of the Level 3 Project Schedule (Project Control Schedule).

SmartTrack Stations Program, or Program means the incremental infrastructure the City is nominating and funding above and beyond the Province's planned investments in the GO Rail Expansion Program, the scope of which is set out in section 1.2.

Stations shall have the meaning set out in section 1.2.

Transit-Oriented Development or Transit-Oriented Communities (TOD, or TOC) means a partnership with the private sector intended to establish higher-density, mixed-use development that is integrated with, connected or adjacent to SmartTrack Stations.

1.2 Scope

The Program will consist of Base Station Infrastructure and City-Initiated Station Requirements for each of the following five stations (the "Stations"):

- i. Finch-Kennedy;
- ii. East Harbour;
- iii. King-Liberty;
- iv. St. Clair-Old Weston; and
- v. Bloor-Lansdowne.

1.2.1 Additional Infrastructure

Metrolinx will incorporate Additional Infrastructure requested by the City into construction of the Program, where possible, as provisional or optional items for which separate competitive pricing is to be provided, or following award of the project agreement through the variation procedure, so that the City can determine if it wishes to proceed in accordance with the following conditions:

- i. A timeframe for when a decision regarding the inclusion of the Additional Infrastructure in the Program is required will be defined;
- ii. The City and the Province will review the price submitted by the bidder or contractor for the Additional Infrastructure, in line with the roles and responsibilities outlined in section 1.4 below, to determine if the price is fair and reasonable and, in evaluating that price the City has the right to request a review of the price using an independent reviewer; and
- iii. Further specific agreements with respect to the Additional Infrastructure between the City and Province may be required at the time of approval.

The final price of the Additional Infrastructure will reflect the market price in the winning bid or the variation cost in accordance with the variation procedure noted in the project agreement, as applicable. The City will be responsible for the costs of the Additional Infrastructure and all City payments towards such infrastructure will be in addition to the Program Budget. The Province will not be responsible for any costs associated with Additional Infrastructure.

As an Additional Infrastructure item, the City will request that the Province incorporate the St. Clair Transportation Master Plan in its procurement for the St. Clair-Old Weston Station.

1.3 Program Budget

Subject to section 1.12, the City will fund the Program Budget, i.e. up to \$1.195 Billion (YOES¹) for Base Station Infrastructure, and up to \$268 Million (YOES) for City-Initiated Station Requirements.

The Province will not fund any portion of the Program Budget.

Any requested enhancements to the Program beyond the overall Program Budget will be jointly determined by the Province and the City, and will be funded by the party that requests the enhancement (i.e., the Province, the City (as part of Additional Infrastructure) or private third parties).

Any underspending of the Program Budget, including savings that may result from lower bid cost, proposed savings that may result from further design development, unspent proceeds from the sale of real estate interests acquired through the Program Budget and any other underspending of the Program overall, will be returned to the City.

The City and the Province will work together to manage the Program Budget by implementing upon mutual agreement such cost mitigation measures as may be required, such as value engineering, de-scoping and using station-specific and Program contingencies, but in any event, prior to committing funding in excess of the Program Budget.

1.4 Roles and Responsibilities

1.4.1 Province Roles and Responsibilities

The Province will be responsible for:

- i. Delivering the Program within the Program Budget;
- ii. Engaging with the City to plan the use of the Program Budget prior to its commitment, and being accountable for expenditure of the Program Budget in consultation with the City;
- iii. Establishing predetermined design milestones prior to which the City will be consulted in accordance with the City's responsibilities, as set out below, within section 1.4.2(ii);
- iv. Providing the City with immediate notice of any shortages in the Program Budget as soon as the possibility of any such shortage is identified;
- v. Submitting proposals for mitigation measures to the City for joint consideration and resolution where Program Budget shortages are anticipated in accordance with section 1.3;
- vi. Implementing specific mitigations measures (e.g., de-scoping) that are jointly determined with the City in accordance with section 1.3;
- vii. Providing the City with a Project Summary Schedule, setting out key Program details and milestones;

¹ Year of Expenditure dollars

- viii. Monitoring and managing the Program scope, Program Budget and Program schedule through coordination within the Ontario-Toronto Transit Partnership governance framework; and
- ix. Meeting its obligations regarding the Program either directly or through Metrolinx.

1.4.2 City Roles and Responsibilities

The City will be responsible for:

- i. Identifying Program requirements for the City-Initiated Station Requirements for inclusion in procurement documentation;
- ii. Reviewing station designs at predetermined design milestones and assisting the Province in evaluating bids; and
- iii. Making payment from the Program Budget to the Province for incurred capital costs of the Program at the milestones agreed to pursuant to section 1.5.

1.4.3 Joint Roles and Responsibilities

The Province and the City will be jointly responsible for:

- i. Continuing to engage and collaborate throughout the design, procurement, construction, delivery and operation of the Program;
- ii. Engaging throughout the procurement process, including through the development of procurement documentation and through the technical evaluation of submissions; and
- iii. Engaging on the technical and non-commercial local site requirements related to TOD/TOC opportunities, while ensuring due consideration for City initiatives that are planned in the vicinity of the identified Stations.

1.5 Payment

The Province and the City will agree to Program milestones at which the City will make payment from the Program Budget for incurred Program costs to the Province, based on the following principles:

- i. Milestones will be based on station construction progress or, where the Province has entered into TOD/TOC agreements, will be based on the commercial structure of such agreements, as applicable;
- ii. The milestones will be established so as to minimize the period of time during which the Province must carry Program costs; and
- iii. Prior to the City remitting a milestone payment to the Province, the Province will provide supporting documentation to the City to substantiate that the milestone has been reached, and the achievement of the milestone will be verified by an independent third-party verifier.

1.6 Transit-Oriented Development/Transit-Oriented Communities

The Province will act as the singular commercial interface with third parties for TOD/TOC negotiations. All benefits resulting from any TOD/TOC in the vicinity of the Stations will be accrued to the City based on the principle that the City, as the primary funder of the transit infrastructure, should benefit from the TOD/TOC value created.

The Province will:

- i. Pursue TOD/TOC opportunities while ensuring due consideration for City initiatives that are planned in the vicinity of the identified Stations in a manner consistent with the Ontario-Toronto MOU on TOD; and
- ii. Engage the City on these opportunities, per the Ontario-Toronto MOU on TOD, including by sharing information with the City regarding TOD/TOC negotiations and negotiated benefits.

The East Harbour SmartTrack Station is being delivered as a TOD/TOC development and will be further addressed through a supplemental separate agreement. Any other Stations being delivered as a TOD/TOC development will similarly be the subject of further supplemental agreements.

1.7 Ownership, Operations and Maintenance

The Province will own the Stations.

The Province will pay all operating and maintenance costs and all lifecycle maintenance costs associated with the Stations.

1.8 Program Revenue

The Province will retain all revenue (farebox and non-farebox) from the Program.

1.9 Fares

Fare setting for the Program will be considered in the broader context of regional fare integration. The Province will continue to engage the City and the TTC, and other municipal partners, to develop the regional fare integration framework and associated measures to ensure a seamless travel experience through the broader region.

1.10 Real Estate

The Province will acquire all real estate interests required for delivery of the Program through the Program Budget. The City will not have any interest in any severable air rights to be acquired for the Program. Any proceeds realized from the sale of air rights severed from property or other real estate interests acquired through the Program Budget will be returned to the Program Budget.

For City-owned real estate interests required for the Program, the City will transfer to the Province the rights required for the development of the site at nominal value by way of site-specific agreement or pursuant to further agreements. Acquisition of City-owned real estate will be backstopped (as necessary) by expropriation.

All transactional costs arising from the transfer of such interests will be recovered from the Program Budget, including land transfer tax.

In the event that the Program does not proceed, any real estate acquired through the Program Budget will be returned to the City in the condition that such interest was originally received.

The Province will acquire all real estate interests required for delivery of Additional Infrastructure using funds drawn from applicable City budgets, after which the Province will transfer those interests to the City at nominal value by way of a site-specific agreement or pursuant to further agreements.

1.11 Service Concept

Program service levels will be the same as the planned GO Rail Expansion-level service for the corridors in which the Stations reside, with a minimum service level of two-way, 15-minute frequency commencing upon full implementation of GO Rail Expansion service, with more frequent service to be determined on a market-led basis and subject to ridership demand.

1.12 Federal Funding

The Province will continue working closely with the City to secure \$585 Million in federal funding through the Investing in Canada Infrastructure Program – Public Transit Stream (ICIP-PTS), which will offset the City's contribution to the Program Budget.

The City and Province will seek confirmation of federal funding prior to the issuance of the Request for Proposals (RFP) for the Program. The City's commitment to fund the Program Budget is subject to confirmation of the full amount (\$585 Million) of federal funding for the Program by the Government of Canada.

1.13 Public Consultation

The City and the Province/Metrolinx shall develop mutually agreed upon content and timing for integrating public consultations and engagement on the Program.

1.14 Dispute Resolution

Disputes between the Parties regarding the Program will be resolved in accordance with the Ontario-Toronto Transit Partnership governance framework in place for other transit expansion programs between the City, Metrolinx, the Province, Infrastructure Ontario and the TTC.

1.15 Further Agreements

In respect of the Program, formal detailed agreements consistent with this Revised Agreement in Principle, including a Master Agreement in respect of the Program, will be negotiated and entered into between the City and either the Province or Metrolinx or both.

2. GO Rail Expansion

2.1 GO Transit Growth Related Capital Costs

The City and the Province agreed that the City would pay \$20 million per year over a period of 10 years through 2016-2017 in respect of its GO Growth Related Capital Cost obligations under O. Reg. 446/04 by letter exchange between the then Deputy City Manager and Chief Financial Officer of the City and the Assistant Deputy Minister, Policy and Planning Division of the Ministry of Transportation, dated January 21, 2008 and February 21, 2008 respectively (the “Letter Agreements”). The City will make the outstanding payments in respect of its GO Transit Growth Related Capital Costs obligations under the Letter Agreement in the amount of \$60 million payable in three \$20 million instalments over three years starting in 2017.

The Province agrees such payment is deemed to be the City’s contribution to the following capital expansion projects, and fully fulfills any City obligation to contribute to these capital GO expansion projects pursuant to the Letter Agreements:

- i. the GO Expansion station located at Spadina-Front and any other new GO Expansion stations being built in Toronto; and
- ii. upgrades to existing stations across the entire GO network in Toronto.

Following the City’s payments pursuant to the Letter Agreements, City obligations in respect of GO Transit Growth Related Capital will be fulfilled by the City’s contribution to the SmartTrack Stations Program for a period deemed to begin in 2017-2018 and ending 2024-25. Should the City not provide the financial contributions to the SmartTrack Stations Program contemplated in this Revised Agreement in Principle, the City’s contribution towards GO Transit Growth Related Capital from 2017-2018 on will be governed by the terms of the Ontario Regulation 446/04, as amended, or any successor contribution framework, for municipal contributions to GO Transit Growth Related Capital.

2.2 Capital – Grade Separations – New and Existing

Metrolinx has identified five grade separations required for GO Rail Expansion located at:

- Scarborough Golf Club Road
- Morningside Avenue
- Galloway Road
- Finch Avenue East
- Steeles Avenue East

The Province is responsible for 85% of the costs associated with the basic grade separation infrastructure for these five GO Rail Expansion grade separations, and the City will contribute the remaining 15% of the basic grade separation costs. Consistent with CTA guidelines, enhancements will be 100% funded by authority seeking such enhancements, unless otherwise agreed.

Arrangements for grade separations not listed in this Revised Agreement in Principle shall be addressed in the GO Expansion Master Agreement.

2.3 Utility Relocation

New and updated agreements for utility crossings will reflect the cost-sharing principles tentatively agreed by the City and Metrolinx, and put before City Council in March 2015. Notwithstanding any existing agreements, all costs that are incurred for utility relocations or replacements on Metrolinx lands to implement the GO Rail Expansion Program (including alterations to utilities caused by GO electrification) will be apportioned between the City and Metrolinx based on the life-cycle depreciation formula cost sharing principles to be included in the updated utility agreements referred to above.

2.4 Public Consultation

The Province is the sole lead on consultation/engagement of the broader GO Rail Expansion Program.

2.5 GO Rail Expansion Real Estate

Subject to entering into a Real Estate Protocol for the GO Rail Expansion Program, the City will dispose of excess City lands to the Province for the GO Rail Expansion Program for nominal consideration, provided that:

- The land is not required for any current or future City purposes, including redevelopment;
- The land will be used solely to construct and operate GO Rail Expansion transit infrastructure; and,
- The land will be subject to the reservation of easement, as required for City purposes.

2.6 GO Expansion Master Agreement

The Province and the City are negotiating a GO Expansion Master Agreement to coordinate efforts to deliver the GO Rail Expansion Program. The GO Expansion Master Agreement between the City and Metrolinx, once executed, will operationalize and supersede sections 2.2 to 2.5 of this Agreement.

3. Metrolinx Light Rail Transit Projects

3.1 Operating and Maintenance Costs

Pursuant to the Master Agreement dated November 28, 2012, the TTC will operate the LRTs located in the City of Toronto on behalf of Metrolinx.

Metrolinx will continue to retain asset ownership and control of all LRTs in the City of Toronto, consistent with the Public Sector Accounting Board requirements, effective as of April 1, 2017. The Province is responsible for the capital costs of:

- Eglinton Crosstown LRT
- Finch West LRT
- Sheppard East LRT

The Province is responsible for lifecycle maintenance costs for all provincially owned LRTs. The City is responsible for the operating and regular (i.e., all non-lifecycle) maintenance costs of the:

- Eglinton Crosstown LRT
- Finch West LRT
- Sheppard East LRT

The City and the TTC will set fares within a Metrolinx established range, in accordance with Metrolinx's requirements for asset ownership and control. The Metrolinx range will encompass fare structures of regional and TTC services.

The City/ TTC will retain LRT farebox revenue and non-farebox revenue, in order to recover all or a portion of the costs of operating the LRTs and TTC services, as a facilitation of payment for the TTC services.

The City/ TTC will establish service levels, in accordance with the predetermined services levels as set out by Metrolinx in the project agreement between Metrolinx and Project Co., as is the case with the Eglinton Crosstown LRT. Nothing in the establishment of service levels by the City/ TTC is intended to derogate from or go beyond the terms of existing or future contracts with Project Co.

The principles set out in this Section 3.1 are in furtherance of and in addition to the provisions contained in Schedule G of the Master Agreement dated November 28, 2012 for the Implementation of the Toronto Light Rail Transit Program, between Metrolinx, the City, and the TTC. The Parties agree that the subsequent agreements contemplated in Schedule G shall be consistent with the principles set out in this Section 3.1.

The City is responsible for any capital, operating and/or maintenance costs of the proposed Eglinton East LRT if the City chooses to continue with this project.

4. Scarborough Subway Extension

4.1 Scarborough Subway Extension Capital Costs

On October 8, 2013, Toronto City Council directed that an agreement be negotiated for the payment by the City to Metrolinx with respect to the sunk costs incurred by Metrolinx associated with the cancellation of the Scarborough LRT project, estimated at \$74.8 Million and independently verified by a third party. This direction was addressed through the 2016 AIP, where it was established that the Provincial contribution to the Scarborough Subway Extension ("SSE") would be \$1.48 Billion (2010\$) less \$74.8 Million in sunk costs and any penalties associated with the cancellation of the original Scarborough LRT project. Provincial and City funding commitments related to the SSE in the 2016 AIP have been superseded by and shall be implemented in accordance with the Preliminary Agreement. In section 20 of the Preliminary Agreement, the Province and the City committed to undertake a financial review and reconciliation exercise related to investments made to fund the planning, design and engineering work for the SSE/Line 2 East Extension and the Relief Line South/Ontario Line projects. Subject to the outcome of the review, the Province committed to reimburse the City for reasonable costs for these two projects. This exercise will be conducted through the Ontario-Toronto Transit Partnership governance framework, and will also provide the opportunity for the parties to discuss the treatment of the \$74.8 Million referred to above.

5. Georgetown South Expansion Project

5.1 Georgetown South Expansion Project Costs

Settlement of the City's contribution of \$95.5 Million towards the Georgetown South Expansion Project will be based on the terms of the tentative agreement reached between the City and Province, as set out in Appendix 1 of Attachment 6 to Item EX19.1 of the Executive Committee adopted by Council on November 8, 2016 titled Transit Network Plan Update and Financial Strategy.

New utility crossing agreements will be based on the principles set out in Appendix 2 of Attachment 6 to the above-mentioned Item EX19.1.

The principles for future cost sharing for grade separations in Appendix 2 of Attachment 6 to the above-mentioned Item EX19.1 shall apply only to those grade separations that were completed for the Georgetown South Expansion Project.

6. Implementation/General Issues

6.1 Agreement Implementation Timeline

Formal detailed agreements, consistent with the principles set out in this Revised Agreement in Principle, including for planning and design processes, planning and capital contributions, operations and maintenance contributions, fare and non-fare revenues, settlement of costs for Georgetown South, and other agreements as required shall be established at a later date using

established oversight committees to determine appropriate timelines for each component of this Revised AIP.

6.2 Confidentiality

A Party providing information to another Party may identify the information as confidential, and the receiving Party shall, subject to applicable law, keep such information confidential and secure and limit the disclosure to those persons who have a need to know it and who are bound to keep the information in confidence.

6.3 Freedom of Information

The Parties acknowledge and agree that: (i) they are subject to, as applicable, the *Freedom of Information and Protection of Privacy Act* (FIPPA), and the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), and (ii) they may be required to disclose information as set out in the Acts, but will not otherwise do so in contravention of this Revised Agreement in Principle. In processing access requests, the Parties shall abide by the transfer provisions set out in Section 25 of FIPPA and Section 18 of MFIPPA.

6.4 Information Sharing

Subject to any legal limitations including any limitations under FIPPA and MFIPPA, the Parties shall exchange such information as is reasonably required for the design, construction and implementation of the projects described in this Revised Agreement in Principle.

6.5 Notice

Any notice or communication required under this Revised Agreement in Principle shall be delivered to the following officials:

Province:

Assistant Deputy Minister
Agency Oversight & Partnerships Division
Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

City:

Executive Director
Transit Expansion Division
City of Toronto
100 Queen Street West,
24th Floor East Tower
Toronto, ON M5H 2N2

6.6 Agreement in Principle Binding

This Revised Agreement in Principle is binding according to its terms provided that the obligations of the City are conditional, as set out herein and on any authority required by the City from its Council, and the obligations of the Province are conditional, as applicable, on there being an appropriation of moneys by the Ontario Legislature sufficient to satisfy the financial obligations hereby assumed by the Province, and on any other legislative, regulatory or other approvals or amendments required by the Province to implement the provisions of this Revised Agreement in Principle.

6.7 Counterparts

This Revised Agreement in Principle may be executed in counterpart and may be executed by electronic signature that is received by the City in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Revised Agreement with the same legal effect as an original signature.

[Signature page follows]

Executed by the Parties on the dates written below.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO, as represented by the
Minister of Transportation**

By: _____

Name: Laurie LeBlanc

Title: Deputy Minister

Date: _____

THE CITY OF TORONTO

By: _____

Name: Chris Murray

Title: City Manager

Date: _____