

**This Amending Agreement** effective as of the 4th day of July , 2023

**B E T W E E N :**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO,  
represented by the Minister of Transportation for the Province  
of Ontario**

(the “**Province**”)

**- and -**

**THE CITY OF TORONTO**

(the “**City**”)

(Individually a “Party”, and collectively the “Parties”)

## **BACKGROUND**

1. The Province and the City entered into a Revised Agreement in Principle effective as of the 13<sup>th</sup> day of August, 2021, (the “Revised AIP”).
2. The Parties wish to amend the Revised AIP in the manner set out in this Amending Agreement.
3. The Parties also wish to document other agreed-upon terms and conditions that will be implemented by the Parties as applicable.

**IN CONSIDERATION** of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement shall have the meanings given in the Revised AIP.
2. The Revised AIP is hereby amended by deleting all references to “Her Majesty the Queen in right of Ontario” and replacing them with “His Majesty the King in right of Ontario”.
3. The Revised AIP is amended to reflect that wherever the conjunction “; and” or “; or” is used before the last item on a list and the last item on the list has been deleted, or one or more new items have been added at the end of the list, the

subject conjunction shall be deemed to have been moved to the end of the penultimate item on the amended list.

4. Section 1.1 of the Revised AIP is hereby amended by adding the following definition:

**East Harbour Transit Hub or EHTH** means one of the 5 SmartTrack Stations, located east of the Don River/Don Valley Parkway over the future Broadview Ave. extension to Eastern Ave. EHTH will serve as a new SmartTrack/GO station on the Lakeshore East/ Stouffville GO rail corridor between Union Station and Danforth GO Station that will function as an interchange for GO Rail, the Ontario Line, and future TTC services.

5. The definition “Program Budget” in section 1.1 of the Revised AIP is hereby deleted and replaced with the following:

**Program Budget** means the total capital budget of the SmartTrack Stations Program of up to \$1.689B(YOE\$) inclusive of \$1.195B(YOE\$) for Base Station Infrastructure, \$268M(YOE\$) for City-Initiated Station Requirements and a provincial contribution of up to \$226M(YOE\$) 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”.

6. Section 1.3 of the Revised AIP is hereby deleted and replaced with the following:

### **1.3 Program Budget**

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

Subject to the terms of this Revised AIP, the Province will provide up to \$226 Million (YOE\$) of funding for the SmartTrack Stations Program (“Provincial Funding”).

The Parties acknowledge and agree that the City funded portion of the Program Budget of \$1.463B (including federal funding contribution and contingency) shall be used prior to triggering any use of the Provincial Funding contributions. Should the total Program cost exceed the Program Budget, the Parties agree to discuss potential mitigation strategies, including potential scope adjustments (while maintaining five stations within the Program), at such time as appropriate.

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).

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.

7. Subsection 1.4.2 is hereby amended by adding the following subclause (iv)
  - iv. With respect to early works activities required for the construction of the Program, the City agrees to be a collaborative partner and will work together in cooperation with the Province and its applicable agencies (i.e. Metrolinx) during the early works stage for the Program's construction.
8. Subsection 1.4.3 is hereby amended by adding the following subclause (iv) and (v))
  - iv. The City and Province will continue to work together and make best efforts to manage the Program Budget by implementing mutually agreed cost mitigation measures as may be required, such as value engineering, de-scoping and using station-specific and program contingencies to keep the program on-time and on-budget; and
  - v. The City and Province acknowledge that their respective financial contributions are capped and Metrolinx, as the Program authority, will deliver a five-station Program.
9. Section 1.15 of the Revised AIP is hereby deleted and replaced with the following:

### **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, including but not limited to the following:

1. The Province, through its agent Metrolinx, will execute the design-build contract agreement for the Bloor-Lansdowne Station Project, provided the City first executes an interim agreement setting out, among

other things, the City's commitment to fund the project. This interim agreement shall be executed by the City immediately subject to receipt of requisite approvals from City Council, in June 2023.

2. The Province, through its agent Metrolinx, and the City agree to fully executing the SmartTrack Master Agreement by August 15, 2023, including the applicable terms agreed to here, and to resolve all terms to enable Metrolinx to expeditiously award all necessary contracts in order to deliver the Program.

3. The City will support the expedited completion of the following agreements:

a) Execution of a Bloor-Lansdowne Interim Agreement immediately subject to receiving requisite approvals, from City Council in June 2023 in accordance with paragraph 1 above;

b) Necessary agreements to support property acquisition and additional infrastructure works required to support East Harbour Transit Hub (EHTH) delivery, including those required to advance the Broadview Avenue extension between Eastern Avenue and the future East Harbour Transit Hub (the "Broadview Extension Works"), , on which the design of the EHTH is dependent, as soon as possible; and

c) Amendment to the St. Clair Transportation Master Plan (STMP) Letter Agreement reflecting modification of STMP scope.

10. As a condition to the Province committing to provide the Provincial Funding, the Parties acknowledge and agree they shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions as set out in Schedule "A" of this Amending Agreement, to their full extent, and by the required timeline and in the required format/instrument as applicable.
11. This Amending Agreement shall be effective as of the date set out at the top of the Amending Agreement.
12. Except for the amendments provided for in Amending Agreement, all terms and conditions in the Revised AIP shall remain in full force and effect.
13. This Amending Agreement may be executed in counterpart and may be executed by electronic signature that is received by the Parties in a file format acceptable to the Parties. Such electronic signature shall be deemed to be an original signature for the purpose of this Amending Agreement with the same legal effect as an original signature.

The Parties have executed this Amending Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO, represented  
by the Minister of Transportation for the Province of Ontario**

\_\_\_\_\_  
Name: Doug Jones  
Title: Deputy Minister

\_\_\_\_\_  
Date

**THE CITY OF TORONTO**

\_\_\_\_\_  
Name: Paul Johnson  
Title: City Manager

\_\_\_\_\_  
Date

I/We have authority to bind the City

### **Schedule “A”**

To the Amending Agreement between the Province and the City to the Revised AIP  
dated August 13, 2021

The Parties acknowledge and agree they shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions as set out in this Schedule “A”, to their full extent, and by the required timeline and in the required format/instrument as applicable.

<b>Item</b>	<b>Action</b>
1. Additional Infrastructure	<p>The Parties acknowledge and agree that, in addition to the terms of the Revised AIP, the Parties will adopt and incorporate substantially the terms below, or such other terms as the Parties may mutually agree in writing, in the SmartTrack Master Agreement and all dropdown/associated agreements pertaining to Additional Infrastructure:</p> <p>The City at its cost may request that Metrolinx design and/or construct Additional Infrastructure as part of the Program. Through its agent Metrolinx, the Province will, in its sole discretion, decide whether to incorporate the requested Additional Infrastructure work into a project’s scope.</p> <p>The City will be responsible for all cost attributable to Additional Infrastructure, including property acquisition (where Metrolinx is acquiring property on the City’s behalf) all financial risk and potential cost escalation associated with the work.</p> <p>The City will not be responsible for any costs, loss, injury, or damage resulting from the negligent acts or omissions, wilful misconduct, or breach of contract by any one of Metrolinx, a proponent, project co, or any of their contractors, subcontractors, or anyone acting on their behalf.</p>
2. Options for Flood Protection North of the Rail Corridor	<p>The City and Province acknowledge the process underway within the Provincial government to assess options for flood protection north of the rail</p>

	<p>corridor. While this process continues, the City is advancing design work on the Environmental Assessment-approved approach and will continue to lead the advancement of necessary flood protection works. Should an alternative approach to flood protection be pursued, the Parties will determine the most appropriate approach to project delivery, cost sharing, risk management and overall project governance, including any contributions from landowners. In addition, the City will work with and support the Province for the advancement of an alternative flood protection solution including its \$57M of previously committed City funding, subject to City Council approval.</p> <p>The Parties acknowledge and agree that subject to execution of a future agreement, Metrolinx will lead all property negotiations related to the East Harbour Transit Hub, the Broadview Extension and the flood protection north of the rail corridor.</p>
3. General Commitment on Supporting Transit Oriented Development between the Province and the City	<p>Consistent with the Memorandum of Understanding on Transit Oriented Development between the Province and the City, the Parties reaffirm their commitment to work in partnership, through cooperative, solutions-focused collaboration using the tools available to them, to advance the Province's Transit Oriented Communities proposals along the subway, LRT and GO corridors throughout the City.</p>