



Contract Amendment – Engineering Support and Design Standards Consultant

Date: December 7, 2023
To: TTC Board
From: Chief Capital Officer

Summary

The purpose of this report is to request the Board's approval to amend Contract TC85-5 – Engineering Support and Design Standards Consultant – Toronto Transit City Light Rail Transit (LRT) Program to provide continued support with respect to the design review, testing and commissioning and safety/security certification of the Eglinton Crosstown LRT (ECLRT) and Finch West LRT (FWLRT) projects. This service contract will also support Metrolinx Subway Expansion projects until new contracts are in place.

Continuation of this contract will allow TTC to provide support for the completion of the work on the ECLRT and FWLRT, and maintain the current knowledge base at a critical stage of these projects in order to minimize delays and expedite completion.

Recommendations

It is recommended that the TTC Board:

1. Authorize a contract amendment to WSP Canada Inc. for Contract TC85-5 – Engineering Support and Design Standards Consultant – Toronto Transit City LRT Program, increasing the upset limit amount by \$10,000,000 to \$66,000,000 (inclusive of HST), and extend the contract expiry date from December 31, 2024 to December 31, 2026.

Financial Summary

The Master Agreement between Metrolinx, the City of Toronto and the TTC confirms that Metrolinx will cover all costs associated with services provided by the TTC for the Toronto LRT Program. The Metrolinx-TTC Resource Agreement confirms that Metrolinx will cover all costs associated with TTC services required to provide technical support and assurance for the Subway Program being delivered by Metrolinx.

The TTC currently has multiple purchase orders from Metrolinx for services to be rendered by the TTC that include reviews of designs, safety and hazard analysis, and the development of operating rules and procedures for the Eglinton and Finch LRTs. The project scope and schedule for these projects are now managed by Metrolinx and

therefore these purchase orders need to be maintained to ensure the TTC's operating requirements are met.

In accordance with these agreements, TTC staff, consultants, and other expenses are fully recovered by the TTC from Metrolinx . Ultimately, there is no financial impact to the TTC for the \$10-million increase in consulting costs associated with work performed under this contract, as these costs will be recovered from Metrolinx by invoicing against these purchase orders.

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

Equity/Accessibility Matters

The TTC believes that all customers should enjoy the freedom, independence and flexibility to travel anywhere on its transit system. A cornerstone of the TTC's current Corporate Plan is accessibility, and as a proud leader in providing accessible public transit in the city of Toronto and surrounding municipalities, the TTC is committed to ensuring reliable, safe, accessible and inclusive transit services for all its customers.

The ECLRT and FWLRT projects have been designed to be accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and the Ontario Building Code. Together, they will expand the transit network in Toronto and provide new, accessible transit on already busy corridors. They will also result in serving more residents and jobs while providing better mobility and reduced crowding on the busiest parts of the network. Overall, these transit expansion initiatives will provide greater access to transit in equity-seeking areas of the city and Neighbourhood Improvement Areas.

The contract amendment proposed in this report will allow the TTC to continue its work in providing resources for the ECLRT and FWLRT projects. This will facilitate the TTC's operating requirements for the projects being met and bring them closer to completion.

Decision History

At its meeting on January 21, 2009, the TTC Board approved Contract TC85-5 to support the engineering design for the LRT Program, which was managed by the TTC at that time. In 2013, the Transit City LRT Program was transferred to Metrolinx. Contract TC85-5 supplied staffing resources to support the TTC Engineering Department's role in the Toronto LRT program role. These staffing resources supported the development of the TTC's operating requirements and the implementation of these requirements through design, construction, commissioning and testing, and safety/security certification of the Toronto LRT Program (ECLRT and FWLRT).

[Procurement Authorization Transit City Light Rail Program – Project Engineering Support and Design Standards Consultant Services Contract TC85-5](#)

At its meeting on July 7, 2021, the TTC Board approved an increase to the contract upset limit amount by \$10,000,000 to \$56,000,000 and the completion date was extended to December 31, 2024 to support the revised scheduled project completion date. However, the ECLRT and FWLRT projects have encountered substantial delays and as of today, the TTC has not yet received an official updated project completion date.

Consultant Services – Engineering Support and Design Standards

Issue Background

At the time of processing the previous contract amendment in July 2021, the ECLRT and FWLRT projects were anticipated to be completed by the end of 2023. However, there have been substantial delays. The ECLRT project is experiencing technical issues in the testing and commissioning phase that are continuously pushing the project completion date – and the opening date at this stage is an estimate. With respect to FWLRT, the project is just entering into the commissioning stage and is experiencing similar issues.

As the Operator, the TTC has very prescriptive operating requirements, which necessitates a high level of engagement between Metrolinx and their contractors throughout the life cycle of the projects to ensure these requirements are met. The consultants through Contract TC85-5 have played a key role in this engagement process. The ECLRT and FWLRT projects are now entering into the commissioning and safety certification stage and it is essential to maintain the current knowledge base with consultants that have been heavily involved and have a high level of familiarity with these projects.

The current funds remaining in TC85-5 are anticipated to run out in Q1 2024. Approving this amendment will enable the TTC to continue to provide the required level of engagement with Metrolinx to ensure operating/commissioning and safety certification requirements on ECLRT and FWLRT are met.

The work for this contract will be primarily limited to the support for the ECLRT and FWLRT projects. The amendment will also support Metrolinx Subway Expansion projects until new contracts are in place. A new procurement process is underway to establish a roster of consultants to provide support on other Metrolinx Subway Expansion Program projects.

Comments

Continuation of this contract will allow TTC to provide support for the completion of the work on the ECLRT and FWLRT, and maintain the current knowledge base at a critical stage of these projects in order to minimize delays and expedite completion.

Contact

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Signature

Gary Downie
Chief Capital Officer

Appendix A: Master Agreement – November 28, 2012

03080-104-88

MASTER AGREEMENT

Dated as of the 28th day of November, 2012

AMONG:

METROLINX

AND

CITY OF TORONTO

AND

TORONTO TRANSIT COMMISSION

For the

Implementation

of the

Toronto Light Rail Transit Program

MASTER AGREEMENT

Dated as of the 28th day of November, 2012

BETWEEN:

METROLINX
("Metrolinx")

- and -

CITY OF TORONTO
("Toronto" or the "City")

- and -

TORONTO TRANSIT COMMISSION
("TTC")

RECITALS

- A. The Province of Ontario proclaimed the *Greater Toronto Transportation Authority Act, 2006* ("GTTA Act") to create a regional transportation entity ("Metrolinx") to develop a Regional Transportation Plan to identify and prioritize transportation and transit projects and create an integrated transportation and transit system in the Greater Toronto and Hamilton Area.
- B. The *Greater Toronto and Hamilton Area Transit Implementation Act, 2009* was proclaimed in May, 2009 to rename the GTTA Act the *Metrolinx Act 2006* (the "Act") and to create a single transportation agency responsible for implementing transit and transportation projects.
- C. On November 28, 2008, Metrolinx adopted the regional transportation plan, called "The Big Move", which includes certain projects as part of Metrolinx's list of "Top 15" priority projects.
- D. At its meeting held on July 15, 16 and 17, 2008 Toronto City Council approved the Sheppard East LRT Environmental Assessment Study and at its meetings held on the following dates, Toronto City Council approved the Transit Project Assessment Studies for:
- Eglinton Crosstown LRT on November 30, December 1, 2, 4 and 7, 2009
 - Etobicoke-Finch West LRT on January 26 and 27, 2010
 - Scarborough Rapid Transit on June 8 and 9, 2010.
- E. At a special meeting held February 8, 2012, Toronto City Council, in part, affirmed its support for light rail transit ("LRT") priority plan for Toronto and the early implementation of the following projects: (i) Finch West LRT from the Spadina Subway extension to Humber College, (ii) Eglinton Crosstown LRT from Jane Street to Kennedy Station, and (iii) Scarborough RT conversion to LRT from Kennedy Station to Sheppard Avenue, with an extension to Malvern Town Centre as funds become available.
- F. At a special meeting of Toronto City Council held March 21 and 22, 2012, Toronto City Council, in part, confirmed that LRT is the preferred rapid transit mode for Sheppard East LRT as a priority line.

G. By bringing new LRT lines to neighbourhoods and areas of the City of Toronto which are not currently served by rapid transit, the implementation of the Toronto Transit Expansion projects will (i) support the achievement of policy objectives set out in the City of Toronto's Official Plan and the Province of Ontario's Growth Plan for the Greater Golden Horseshoe, (ii) provide local economic development benefits, (Metrolinx and Infrastructure Ontario will work with the City and its agencies to maximize the benefit of the LRTs through linkages to development and land use initiatives), and (iii) result in reduced greenhouse gas emissions.

H. On April 25, 2012 the Board of Directors of Metrolinx authorized Metrolinx to proceed with the implementation of the following Projects: Eglinton Crosstown LRT, the Scarborough RT replacement and extension, the Finch LRT and Sheppard LRT, subject to any approvals required from the Province of Ontario, and authorized staff to finalize and execute definitive legal agreements with the City and TTC.

I. At a meeting of the TTC held on May 30, 2012, the TTC considered a report entitled LRT Projects in Toronto-Project Delivery, and recognized that Alternative Financing Delivery is a viable model to deliver transit infrastructure. TTC directed staff to expedite the signing of a Master Agreement.

J. On June 29, 2012, the Province of Ontario approved Metrolinx's transit plan and set construction timelines for the following Projects:

- The Eglinton Crosstown LRT from Black Creek to Kennedy Station, in respect of which work is already underway and is to be completed by 2020.
- The Scarborough RT replacement and extension to Sheppard Avenue, in respect of which work is to begin in 2014 and be completed by 2020.
- The Finch West LRT from the Toronto-York-Spadina Subway extension to Humber College, in respect of which work is to begin in 2015 and to be completed by 2020.
- The Sheppard East LRT from Don Mills station to east of Morningside Avenue, in respect of which work is to begin in 2017 and to be completed by 2021.

K. The Parties wish to establish protocols and procedures that will lead to effective and efficient delivery of this rapid transit program and optimize existing resources and expertise while, at the same time, respecting the asset ownership and control provisions as set out in the *Act*.

L. Subject to the completion of positive value for money analysis, Metrolinx intends to deliver the Program through the use of Alternative Financing and Procurement ("AFP") (Design, Build, Finance and Maintain model) with Infrastructure Ontario as its procurement agent.

M. It is intended that TTC will operate for Metrolinx as owner, the LRTs pursuant to a contract to be entered into between them.

N. Each of the parties affirms its commitment to proceed diligently and in good faith and in a co-operative and collaborative manner in the interests of facilitating and expediting the construction and completion of the Program.

NOW THEREFORE, the Parties hereby agree to the following:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement,

“**Act**” means the *Metrolinx Act, 2006*;

“**Additional Infrastructure**” means: (i) up-grades or changes and improvements to New City Infrastructure that exceed the City Standard and/or (ii) replacements or upgrades to City Infrastructure that does not require relocation and replacement by Metrolinx to facilitate construction of the Program but which the City chooses to upgrade, relocate or replace in connection with and during the process of construction of the Program.

“**Agreement**” means this Master Agreement and the schedules to it, as each may be amended from time to time;

“**AFP Documents**” means the plans, specifications, documents and materials to be included in the Alternative Financing and Procurement package to be provided by Infrastructure Ontario to prospective bidders for a Project Agreement;

“**Applicable Law**” means any and all requirements under or prescribed by the common law, and any and all applicable federal, provincial, regional, local or municipal laws, statutes, codes, acts, permits, licenses, ordinances, orders, by-laws, rules, regulations and, which may now, or at any time hereafter be applicable to and enforceable against the Program or any work or activity pertaining to any of the Projects, including without limitation, the *Freedom of Information and Protection of Privacy Act*, *Financial Administration Act* and the *Municipal Freedom of Information and Protection of Privacy Act*.

“**Business Day**” means any day other than a Saturday, Sunday, or statutory holiday in the Province of Ontario;

“**Capital Cost Eligibility Criteria**” means the document pertaining to funding of the Program from the Ministry of Transportation entitled Capital Cost Eligibility Criteria for Metrolinx Owned Rapid Transit Projects dated September 21, 2010, a copy of which is attached as Schedule A;

“**City Infrastructure**” means any asset, improvement or infrastructure owned and operated by or on behalf of the City that is affected by the development and construction of the Program including but not limited to:

(i) water and wastewater assets such as watermains, storm and sanitary sewers, appurtenances, attachments, apparatus, appliances, markers, fixtures, chambers, surface maintenance holes, frames and covers, round tops, pipes and valves; and

(ii) “**Streetscape**”;

“**City Processes and Approval Protocol**” means the protocol that sets out processes, procedures and timelines to deal with (i) reviews, consents and approvals required by Metrolinx from the City in respect of City Infrastructure, and (ii) reviews required by Metrolinx from the City in respect of Program Infrastructure, attached as Schedule B;

“**City Standard**” means the standard and service levels applicable to New City Infrastructure as set out in the Basic Construction Requirements (defined in the City Processes and Approval Protocol);

“**Confidential Information**” means (i) any information that a Party would not be required to disclose under the *Freedom of Information and Protection of Privacy Act* (Ontario) and the *Municipal Freedom of Information and Protection of Privacy Act*; (ii) the procurement process pertaining to any component of the Program and any information relating to the process and the solicitation documents, save and except where same is generally available to the public without fault or breach by the recipient, but only after that information

becomes generally available to the public; (iii) any proprietary information from a third party supplied in confidence, which may comprise trade secrets, or technical, commercial or financial information, disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of such third party or result in undue loss to such third party or undue gain to others; (iv) any personal information as defined in the *Freedom of Information and Protection of Privacy Act* (Ontario) or in the *Municipal Freedom of Information and Protection of Privacy Act*; (v) any other information specifically designated in writing by a Party as being confidential in nature or implied by its nature or treatment as being confidential; (vi) any improvements, modifications, and enhancements or, and information and things derived from or utilizing, any Confidential Information referred to in clauses (i) through (vi);

“Dispute Resolution Protocol” means the protocol that establishes a process for dealing with certain disputes between the Parties, attached as Schedule D;

“Effective Date” means the date as set out on page 1 of this Agreement;

“Environmental Reports” means collectively the following: (i) Eglinton Crosstown Light Rail Transit, Transit Process Assessment Study, March, 2010, (ii) Sheppard East Light Rail Transit Municipal Class Environmental Assessment, December 2008, (iii) Etobicoke-Finch West Light Rail Transit, Transit Project Assessment, Environmental Project Report, March 2010, and (iv) Scarborough Rapid Transit Environmental Project Report, Transit Project Assessment Study, August, 2010, updated October 2010;

“Executive Committee” means the committee to be constituted by the Parties pursuant to Section 2.5, comprised of the President and Chief Executive Officer of Metrolinx, the City Manager, and the Chief Executive Officer of the TTC;

“Incremental Costs” for the purposes of Section 2.7, means, in the case of the City, the total cost difference between: (i) the cost to Metrolinx of designing, constructing and commissioning New City Infrastructure as required by the City, and (ii) the cost of designing, constructing and commissioning such New City Infrastructure in accordance with the City Standard, as determined in accordance with the Dispute Resolution Protocol; and, in the case of the TTC means, the total cost difference between: (i) the cost to Metrolinx of designing, constructing and commissioning New TTC Infrastructure as required by the TTC, and (ii) the cost of designing, constructing and commissioning such New TTC Infrastructure in accordance with the TTC Design Standard, as determined in accordance with the Dispute Resolution Protocol;

“Infrastructure Ontario” means Ontario Infrastructure and Lands Corporation, a corporation established by the Province of Ontario;

“Interchange Stations” means collectively: (i) the Eglinton Crosstown LRT/Eglinton West Subway Station; (ii) Eglinton Crosstown LRT/Yonge Eglinton Subway Station; (iii) Eglinton Crosstown LRT/ Kennedy Subway Station; (iv) Sheppard East LRT/Don Mills Subway Station; and (v) Finch West LRT/Finch West Subway Station and includes both the existing stations and the stations to be constructed as part of the Program, and **“Interchange Station”** means any one of them;

“LRTs” means the light rail transit systems described in the Program Description attached as Schedule E to this Agreement and **“LRT”** means any one of them;

“New City Infrastructure” means City Infrastructure that is built to replace City Infrastructure that must be relocated to facilitate construction of the Program;

“New TTC Infrastructure” means TTC Infrastructure that is built to replace TTC Infrastructure that must be relocated to facilitate construction of the Program;

“Parties” means Toronto, Metrolinx and TTC and **“Party”** means any one of them;

“Program” means collectively: (i) Sheppard East LRT; (ii) Finch West LRT; (iii) Eglinton Crosstown LRT; (iv) Scarborough Rapid Transit (“RT”); (v) Transit Expansion Light Rail Vehicles; (vi) Maintenance and Storage Facility (for Sheppard East LRT and Scarborough Rapid Transit); (vii) Maintenance and Storage Facility (for Finch West LRT); (viii) Maintenance and Storage Facility (for Eglinton Crosstown LRT), as set out and described in the description of the Program attached as Schedule E;

“Program Budget” means \$8.4 Billion (in 2010 Cdn.dollars) provided by the Province to fund the Program, and includes any designation and allocation of such funds or any portion thereof for specific components of the Program and any restrictions as to Eligible Costs, as set forth in the Capital Cost Eligibility Criteria and the funds committed by the Government of Canada, in the amount of \$333,000,000 in respect of the Sheppard East LRT;

“Program Committee” means the committee to be constituted by the Parties pursuant to Section 2.4, comprised of the Executive Vice-President of the Rapid Transit Division of Metrolinx, the Senior Vice-President of Infrastructure Ontario with responsibility for the Projects, the Deputy City Manager, Cluster B and the TTC Chief Capital Officer;

“Program Infrastructure” means any asset, improvement, facility or infrastructure to be constructed by or on behalf of Metrolinx and to be owned by Metrolinx in connection with the Program;

“Project Agreement” means an agreement or agreements between Metrolinx, and/or Infrastructure Ontario and Project Co to design, build, finance, deliver and/or maintain the Program or a Project or Projects or any component thereof;

“Project Co” means a company or entity that enters into the Project Agreement with Metrolinx and/or Infrastructure Ontario;

“Projects” means the four LRTs described in the Program, and **“Project”** means any one of them;

“Public Communications and Public Engagement Protocol” means a communications protocol dealing with communications with the media and the public, inter-agency communication and advertising, and a public engagement protocol dealing with community relations, and stakeholder engagement and consultation, in each case for matters pertaining to the Program, attached as Schedule C to this Agreement;

“Public Realm Amount” means the budget established by subtracting Ten Million Dollars (\$10,000,000) intended to be spent by Metrolinx on public amenities at the below-grade stations of the LRTs from 1.5% of total construction costs of the Program. For purposes of the foregoing, “total construction costs”: (i) excludes the costs of vehicles, preliminary design, costs of acquiring real property and interests therein acquired by Metrolinx for the Program, and Program management costs, and (ii) includes the contingency amount but only to the extent actually spent on the Program (other than on the exclusions set forth above);

“Real Estate Protocol” means the protocol dealing with real estate acquisitions, (including easements) and ownership for the real estate components of the Program, attached as Schedule F to this Agreement;

“**Schedules**” means the following Schedules to this Agreement and any other Schedules that are subsequently added to it, as each may be amended from time to time, and form a part of this Agreement:

Schedule A	Capital Cost Eligibility Criteria
Schedule B	City Processes and Approval Protocol
Schedule C	Public Communications and Public Engagement Protocol
Schedule D	Dispute Resolution Protocol
Schedule E	Program Description
Schedule F	Real Estate Protocol
Schedule G	TTC Operating and Maintenance Agreement Principles
Schedule H	TTC Processes and Approval Protocol

“**Streetscape**” means sidewalks, paved surfaces, pavement structures, curbs, boulevards, public areas, pavers, trees, plantings, landscaping, specialized lighting, street furniture, decorative signage, paint markings, traffic signals, loop detectors, traffic calming devices, retaining walls and seat walls;

“**Term**” means the term of this Agreement, which begins on the Effective Date and ends on the earlier of: (i) two years after commencement of revenue service on the last of the Projects to be completed, and (ii) the date agreed upon by the Parties for termination of this Agreement. Notwithstanding termination or expiry of this Agreement, any provision expressed in this Master Agreement or its Schedules to survive termination, the Real Estate Protocol attached as Schedule F, and the TTC Operating and Maintenance Agreement as contemplated in Section G will survive any such termination or expiry and will terminate or expire in accordance with their terms.

“**TPAP**” means the Transit Project Assessment Process as set out in Ontario Regulation 231/08 under the *Environmental Assessment Act*.

“**Traffic Management Plan**” means a management plan to deal with temporary interruption and intended to minimize disruption to pedestrian and vehicular mobility, transit mobility and parking during construction of the Program.

“**TTC Infrastructure**” means any asset, improvement, facility or infrastructure owned by the TTC or owned by the City and operated by the TTC relating to the transit system, including but not limited to subway stations, subway tunnels, terminals, signals and electrical equipment, entrances, exits and fire ventilation shafts that are either required to be relocated or modified by reason of or affected by the development and construction of the Program;

“**TTC Processes and Approval Protocol**” means the protocol that establishes processes, procedures and timelines to deal with consents and approvals required from TTC in respect of TTC Infrastructure and New TTC Infrastructure, attached as Schedule H;

“**TTC Standard**” means the standard and service levels to which New TTC Infrastructure is to be built, as set out in the TTC Design Standards (as defined in the TTC Processes and Approvals Protocol).

ARTICLE 2 – PURPOSE AND PRINCIPLES

2.1 Purpose and Principles of the Agreement

The purpose and fundamental principles of this Agreement are:

- (a) to describe generally the Parties' roles, relationships, responsibilities, mutual expectations and accountability mechanisms relating to the Program;
- (b) to identify and confirm the Parties' commitment to work collaboratively and consult with each other to develop and build top-quality public transit for the people of the Greater Toronto and Hamilton Area and to deliver the Program in an efficient and professional manner consistent with the unique nature of the Parties' roles in the delivery of the Program;
- (c) to provide processes and procedures with a view to minimizing disruption to the City and the TTC, to facilitate relocation and restoration of the City Infrastructure and TTC Infrastructure, to facilitate the construction of New City Infrastructure and New TTC Infrastructure, in each case expeditiously, and to ensure that New City Infrastructure is built to the City Standard and that New TTC Infrastructure is built to the TTC Standard;
- (d) to articulate the commitment of each Party to perform its obligations promptly and diligently to facilitate completion of the Program on time and on budget and with a view to avoiding or minimizing delays that result in additional costs (by way of penalties and otherwise), thereby jeopardizing the funds available to complete the Program, and potentially necessitating a change to the scope and description of the Program;
- (e) to define generally the working arrangements between the Parties to ensure that each is able to carry out properly its operational roles, responsibilities and obligations including responsibilities set out herein or as further defined and agreed to by the Parties in separate documents subsequently entered into and delivered; and
- (f) to facilitate the terms upon which Metrolinx will acquire, own and control the assets of the Program.

2.2 Authority for Master Agreement

Each Party makes the following representations in favour and for the benefit of the other Parties:

- (a) Metrolinx represents and warrants that it has obtained the consent of its Board of Directors to enter into this Agreement and to perform its obligations under it, that no other consent or approval is required, and that it has duly executed and delivered this Agreement;
- (b) the City represents and warrants that it is properly authorized by City Council or its delegated officials to enter into this Agreement and to perform its obligations under it, that no other consent or approval is required, and that it has duly executed and delivered this Agreement; and
- (c) the TTC represents and warrants that it has obtained the consent of the Commission of the TTC to enter into this Agreement and to perform its obligations under it, that no other consent or approval is required, and that it has duly executed and delivered this Agreement.

2.3 Derogation and Waiver

Nothing in this Agreement is intended to waive, amend or derogate from the rights and privileges accorded to:

- (a) Metrolinx as owner of the Program Infrastructure with overall control of the development of the Program, and as an agent of the Crown;
- (b) the City, as owner of the City Infrastructure; and
- (c) the TTC as owner of the TTC Infrastructure,

unless stated to the contrary.

2.4 Program Committee

The Parties will establish the Program Committee, which will meet at regular intervals, on an as-needed basis and if requested by any Party to meet: (i) to discuss and endeavor to resolve issues and problems related to the implementation of the Program on a consensual basis, (ii) to coordinate communications and approval of major announcements in accordance with the Public Communications and Public Engagement Protocol; (iii) to identify emerging problems and develop proposed solutions for such problems, and (iv) to provide a forum for the resolution of disputes, all in order to ensure completion of the Program on time and on budget;. The Program Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of each of the City and the TTC as owner of the City Infrastructure and the TTC Infrastructure respectively. Each Party may designate a reasonable number of additional representatives, if required, to attend and participate as requested in meetings and deliberations of the Program Committee with respect to specific issues. The Metrolinx member shall act as the Chair of each meeting.

2.5 Executive Committee

The Parties will establish the Executive Committee which will meet on an as-needed basis to discuss matters pertaining to the Program and this Master Agreement, including without limitation, with a view to pre-empting and resolving disputes. The Executive Committee is not intended to circumvent or override the pre-eminent right and authority of Metrolinx as owner and developer of the Program or the right and authority of each of the City and the TTC as owner of the City Infrastructure and the TTC Infrastructure respectively. The President and Chief Executive Officer of Metrolinx will act as Chair at meetings of the Committee.

2.6 Notification

Each Party shall immediately notify the other Parties of any development relating to the Program, the effect of which may reasonably be expected to affect the completion of the Program on a timely basis in accordance with the completion schedules, the functionality of the Program, or the cost of the Program to Metrolinx.

2.7 Dispute Resolution

If a dispute arises between the Parties with respect to this Agreement or any matter included in a Schedule to it, the Parties shall work cooperatively together in good faith to resolve the dispute through the Program Committee and, if required, the Executive Committee.

Disputes that are not resolved by the Program Committee and the Executive Committee that pertain to the attribution of Incremental Costs, if any, resulting from the interpretation of the City Standard and the TTC Standard, as the case may be shall only be resolved pursuant to Dispute Resolution Protocol and in accordance with Subsections (a) and (b) below:

(a) City Standard

Metrolinx will construct New City Infrastructure to the City Standard, as prescribed by the City, acting reasonably and in accordance with the approvals provided by the City pursuant to the City Processes and Approvals Protocol but if Metrolinx is of the view that the requirements prescribed by the City exceeded the City Standard, Metrolinx's only recourse is to invoke the Dispute Resolution Protocol to determine whether construction has exceeded the City Standard and to apportion the Incremental Costs incurred by Metrolinx as between Metrolinx and the City.

(b) TTC Design Standard

Metrolinx will construct New TTC Infrastructure to the TTC Design Standard, as prescribed by the TTC, acting reasonably and in accordance with the approvals provided by the TTC pursuant to the TTC Processes and Approvals Protocol but if Metrolinx is of the view that the requirements prescribed by the TTC exceeded the TTC Standard, Metrolinx's only recourse is to invoke the Dispute Resolution Protocol to interpret the TTC Design Standard and to apportion the Incremental Costs incurred by Metrolinx as between Metrolinx and the TTC.

Decisions of the Dispute Review Board are final and binding and construction and other work and activities shall continue during the subsistence and pending the resolution of disputes.

ARTICLE 3: ROLES AND RESPONSIBILITIES

3.1 Metrolinx

Metrolinx is the owner and developer of the Program and has the following roles and responsibilities:

(a) Ownership and Control

Metrolinx has ownership of, control over and overall responsibility for delivering the Program, including: the determination of scope, management of budgets, expenditures, timing and scheduling; and management of the planning, design, engineering and construction of the Program; determining and acquiring the property interests; developing public consultation and outreach programs and communication with the public during the planning and construction of the Program; consultation with the other Parties; and developing a plan for the operation of the LRTs, and nothing herein is intended to derogate from its rights or fetter its discretion in that regard.

(b) Cost of Program

(i) Metrolinx will pay for the Program subject to the terms of this Agreement and only to the extent of and in accordance with the terms of the Program Budget and the limitations and restrictions pertaining to Eligible Costs, and any covenant of Metrolinx herein to pay or incur costs is subject to the provisions of the Program Budget and Eligible Costs. Subject to the foregoing, Metrolinx will pay for the costs to relocate, modify and protect City Infrastructure and TTC Infrastructure and for the cost of New City Infrastructure and New TTC Infrastructure including:

- the cost to locate and determine the location of City Infrastructure and TTC Infrastructure;
- the cost to decommission and remove City Infrastructure and TTC Infrastructure;
- the cost to design, co-ordinate, construct and commission New City Infrastructure to the City Standard and to design, co-ordinate, construct and commission New TTC Infrastructure to the TTC Standard;
- the cost to restore City service networks and connections to ensure seamless and uninterrupted services provided by and between City Infrastructure and New City Infrastructure;
- the cost to restore the Streetscape to the City Standard;

- the cost of all authorizations, licenses, permits and approvals for work on the Program as required by and in accordance with the City Processes and Approvals Protocol; and
- the incremental operating costs incurred by the TTC attributable to disruption to normal service as a result of and during construction of the Program.

(ii) Neither the City nor the TTC will be responsible for paying any costs associated with the Program other than those which it has agreed to pay pursuant to this Agreement or otherwise, nor will it, at any time be responsible for the completion of the Program, but this shall not infer or be deemed to require Metrolinx to complete the Program.

(iii) Metrolinx will consult with the City and the TTC with a view to developing and constructing the Program so that the direct or indirect impact on the City's or the TTC's operating or capital budgets or any unspecified financial liabilities for the City and the TTC as a result thereof are minimized to the extent possible and practicable, having regard to the Program Budget including the limitations and restrictions pertaining to Eligible Costs.

(c) Program Scope

(i) Metrolinx intends to construct the Program in full as described in the attached Schedule E. If Metrolinx proposes a material change to the Program, Metrolinx will provide particulars of the proposed change to the Program Committee on a timely basis. The Program Committee with the assistance of the Executive Committee, if required, will endeavour to arrive at a mutually acceptable solution including, without limitation, a possible revision to the description and scope of the Program. Any such effort to achieve a resolution by the Program Committee and the Executive Committee shall not in any way derogate from or waive Metrolinx's right, as owner of the Program, in its discretion to effect such change to the scope and description of the Program. Notwithstanding any change to the scope and description of the Program, each of the City and the TTC shall have all rights accorded to it in this Agreement in respect of the City Infrastructure and the TTC Infrastructure, as the case may be.

(ii) For the purposes of this subsection (c), a material change to the Program means a change to the Program as set out and described in Schedule E consisting of any one of the following:

- the reduction or elimination of a station; included in the description of the Program set out in Schedule E;
- the reduction or elimination of any stop set out in the Environmental Project Reports;
- any change to the below or above grade portions of a Project as set out in the Environmental Project Reports;
- any change to the distance between stops on a Project as set out in Environmental Project Reports; and
- any change which requires an amendment to an Environmental Report.

In determining whether a change is material and will be referred to the Program Committee or requires an amendment to the Environmental Reports, Metrolinx will consider the assessment criteria identified in the Environmental Reports.

(iii) In respect of a material change that is comprised of the following:

- the elimination of an underground or above ground station;

- a significant increase or decrease to the length of any Project;
- a significant increase or decrease to any tunneling;
- any significant change to the alignment of any Project; and
- any change which requires an amendment to an Environmental Report.

Metrolinx will prepare an amendment or an addendum to the Environmental Report, provide Notice as required by the TPAP and undertake public consultation.

(d) Environmental Reports

Metrolinx will take steps: (i) to have the City and TTC as co-proponents replaced by Metrolinx as sole proponent under each of the following Environmental Reports: Eglinton Crosstown Light Rail Transit, Transit Process Assessment Study, March, 2010; Etobicoke-Finch West Light Rail Transit, Transit Project Assessment, Environmental Project Report, March 2010; and Scarborough Rapid Transit Environmental Project Report, Transit Project Assessment Study, August, 2010, updated October 2010; and (ii) to obtain a TPAP for the Sheppard East LRT, if necessary. The City and the TTC will facilitate each of the foregoing by providing required consents and undertaking such other actions as may be necessary or desirable. Notwithstanding the intent to obtain a TPAP for the Sheppard East LRT, if having regard to the completion time and costs, or for other material reason, Metrolinx determines that it is preferable to proceed under the existing Environmental Assessment, the Parties will consult, liaise and determine how to proceed accordingly.

(e) Reviews and Approvals by the City and TTC

The City Processes and Approval Protocol sets out the processes for review, the requirements for approval and the City Standard applicable to New City Infrastructure and the processes for review of Program Infrastructure. The TTC Processes and Approval Protocol sets out the processes for review, the requirements for approval and the TTC Standard for New TTC Infrastructure. Each of the Parties agrees to adhere to and be bound by (and Metrolinx agrees to cause Project Co to adhere to and be bound by) the City Processes and Approval Protocol and the TTC Processes and Approval Protocol.

(f) Real Property Interests

Metrolinx will own all real property interests required for the Program, will acquire such interests in accordance with the Real Estate Protocol and will be responsible for, among other things, compensation as required by the *Expropriations Act*, Ontario.

(g) Public Communications and Engagement

Metrolinx, the City and the TTC will adhere to the Public Communications and Public Engagement Protocol, developed and arrived at by them collaboratively, which provides for the basis upon which Metrolinx will communicate with the media and the public, other agencies, advertisers, and provides for a public engagement protocol which sets out the basis upon which Metrolinx will deal with community relations, and stakeholder engagement and consultation, in each case for matters pertaining to the Program.

(h) Principles for Future Operations Agreement

Two years before the anticipated launch of revenue service on the LRTs in 2020, the Parties will develop an operating and maintenance agreement that will be based upon the Agreement in Principles between Metrolinx and the TTC attached as Schedule G.

3.2 City of Toronto

The City is the owner of the City Infrastructure, the municipal rights of way within and adjacent to which Metrolinx intends to construct the Program Infrastructure and is the municipal planning authority and has the following roles and responsibilities:

(a) Ownership and Control

(i) The City has ownership of and control over the City Infrastructure. In respect of City approvals, reviews and other matters required for the City Infrastructure (including relocation of or modification to the City Infrastructure and construction of the New City Infrastructure) and for the Program Infrastructure, the Parties will adhere to the City Processes and Approval Protocol and to the timelines set out therein. Metrolinx will require Project Co to adhere to and be bound by the City Processes and Approval Protocol and the City agrees to perform its covenants and obligations thereunder for the benefit of Project Co as well as Metrolinx.

(ii) The Parties acknowledge that nothing in this Agreement shall fetter the discretion of Toronto City Council or its officials in exercising any statutory powers.

(iii) The City will not be liable to Metrolinx for delay in completion of the Program if the City adheres to the provisions, including the timelines, in the City Processes and Approval Protocol.

(b) Utilities

If utilities are required to be relocated to facilitate development and construction of the Program, the City will use reasonable efforts to provide Metrolinx with copies of its agreements with utilities and if and to the extent that such agreements require utility owners to remove and/or relocate utilities at their own expense, the City will exercise the rights accorded to it in such agreements to compel the utility owners to remove and/or relocate their utilities at their own expense on the terms of the applicable agreements.

(c) City Infrastructure, New City Infrastructure and Additional Infrastructure

(i) Metrolinx will relocate, modify and protect City Infrastructure and build New City Infrastructure required to facilitate development and construction of the Program. The costs will be paid by Metrolinx as set out in and subject to the provisions of Section 3.1.

(ii) Metrolinx will construct New City Infrastructure to the City Standard. Metrolinx will consult with the City with a view to constructing the New City Infrastructure so that the direct or indirect impact on the City's maintenance, operating and capital budgets and any unspecified financial liabilities for the City as a result thereof are minimized to the extent possible and practicable.

(iii) The City, in its discretion, from time to time, may request Metrolinx by notice in writing to build Additional Infrastructure in the course of constructing the Projects and to include the construction of such Additional Infrastructure in the Project Agreement. The costs to design, construct and commission the Additional Infrastructure (the "Additional Infrastructure Costs") will be paid by the City. For purposes of the foregoing, Additional Infrastructure Costs means the total cost of designing, constructing and commissioning the Additional Infrastructure, and in the case of Additional Infrastructure that is an upgrade or otherwise ancillary to New City Infrastructure, means the incremental cost beyond the cost of the New City Infrastructure attributable to designing, constructing and commissioning such Additional Infrastructure.

To the extent that it is able to do so, the City will notify Metrolinx in sufficient time and in sufficient detail in order to permit Metrolinx to include plans for the Additional Infrastructure in the AFP Documents. If Metrolinx in its discretion, determines that the work required to construct the Additional Infrastructure can be performed under the Project Agreement within a time frame that does not materially adversely affect scheduling, completion dates and completion costs, Metrolinx will request Project Co to provide it with an estimate of the Additional Infrastructure Costs and will provide copies of the estimate to the City. The City may review the estimate with its cost consultants to determine whether the estimate is fair, reasonable and competitive. At the request of the City Metrolinx and the City will communicate (including face to face meetings) with Project Co to discuss and/or revise the estimate and/or any component of it. If the estimate is satisfactory to the City, the City shall notify Metrolinx in writing that it elects to have Project Co proceed with the Additional Infrastructure at the City's expense. Provided that Metrolinx in its discretion, is still of the opinion, acting reasonably, that the work required to construct the Additional Infrastructure can be performed under the Project Agreement within a time frame that does not materially adversely affect scheduling, completion dates and completion costs, Metrolinx will cause the Additional Work to be performed as part of the Project Agreement and prior to commencing construction of the Additional Infrastructure Metrolinx and the City will enter into a separate agreement, confirming a payment mechanism and schedule for payment to Metrolinx of the Additional Infrastructure Costs.

(iv) Notwithstanding Section 3.2(c)(i) above, if City Infrastructure is scheduled for repair and/or upgrade and/or replacement by the City as reflected in the City's five (5) capital expenditure budget for 2013 to 2017 approved subsequent to the date of this Master Agreement, the City will reimburse Metrolinx for the costs of the New City Infrastructure or for the cost of modification to City Infrastructure undertaken by Metrolinx, either in the amount allocated in the City's budget in respect of such repair, upgrade and replacement, as the case may be, or in a reasonable and equitable amount as determined by Metrolinx and the City, each acting reasonably.

(d) Public Realm Amount

Metrolinx will replace Streetscape that has been removed or damaged during construction of the Program to the City Standard. The City, in its discretion, may request Metrolinx to construct Streetscape that is in addition to the City Standard and may determine the location of such additional Streetscape provided that: (i) the aggregate cost of the additional Streetscape to Metrolinx does not exceed the Public Realm Amount, (ii) the additional Streetscape is constructed in the immediate vicinity of below-grade stations and along the at-grade sections of the LRTs, and (iii) Metrolinx has approved the additional Streetscape, acting reasonably. Subject to the foregoing, Metrolinx will accommodate a request to effect and complete the additional Streetscape during the course of construction of the Projects as part of the Project Agreement, having regard to timing, scheduled completion dates and effect on overall costs of the Program, and the City will provide Metrolinx with particulars of the additional Streetscape in sufficient time and in sufficient detail in order to permit Metrolinx to include plans for the additional Streetscape in the AFP Documents.

(e) Traffic Management Plan

As the owner of the City Infrastructure, the City has final responsibility for traffic management and the provision of City services. A Traffic Management Plan or plans will be prepared by Metrolinx in consultation with the City, submitted to the City for the City's

approval, in accordance with the provisions of the City Processes and Approval Protocol and included in the AFP Documents.

(f) Real Property Interests

The City will assist Metrolinx in acquiring real property interests required for the development, ownership and operation of the Program by: (i) granting property interests in accordance with the Real Estate Protocol, and (ii) making the services of the City's Property Acquisition Unit available to Metrolinx for such purpose and in this capacity, will act as the agent of Metrolinx if Metrolinx requires it to do so.

(g) Advisory Services:

The City will provide resources, including staff to assist with the Program if requested and as specified by Metrolinx on a fee for service basis or as contained in any existing agreement between Metrolinx and the City with the intent that the City's costs of providing such services will be passed on to and paid by Metrolinx. The City will provide Metrolinx annually in conjunction with the City's budget, with a three year forecast of its anticipated staffing requirements (including for consultants) to provide the review and approvals under the City Processes and Approvals Protocol and the other services requested by Metrolinx from time to time, for the approval of Metrolinx.

(h) Access to Information

Subject to any legal limitations including any limitations under the *Municipal Freedom of Information and Protection of Privacy Act*, the City will provide Metrolinx with access to such information as Metrolinx may reasonably require from time to time in conjunction with the design and construction of the Program, including without limitation, the location of the City Infrastructure and the City's requirements in respect of relocation, in order that such information and requirements are available for inclusion or reference in the AFP Documents for the whole or any part of the Program.

3.3 TTC

The TTC is the owner and/or the operator of the TTC Infrastructure at the Interchange Stations and the proposed future operator of the LRTs pursuant to a contract to be entered into by Metrolinx and the TTC, and in those capacities TTC has the following roles and responsibilities:

(a) Ownership and Control

TTC has ownership of and control over the TTC Infrastructure and New TTC Infrastructure. In respect of approvals, reviews and other matters required from it by Metrolinx pertaining to the Interchange Stations, Metrolinx and TTC will adhere to and comply with the terms of the TTC Processes and Approval Protocol set out in Schedule H and to the timelines set out therein. Metrolinx will require Project Co to be bound by the TTC Processes and Approval Protocol and the TTC agrees to perform its covenants and obligations thereunder for the benefit of Project Co as well as Metrolinx. Subject to the provisions of this Agreement and the covenants and agreements of the TTC as set out herein, nothing herein shall be construed to fetter the discretion of TTC, as owner of the TTC Infrastructure.

(b) TTC Infrastructure and New TTC Infrastructure

Metrolinx will relocate, modify and protect TTC Infrastructure and build New TTC Infrastructure required to facilitate development and construction of the Program. The costs will be paid by Metrolinx as set out in and subject to the provisions of Section 3.1.

(c) TTC Property and Assets

If in the course of construction, Metrolinx becomes aware of a defect in the property or assets of the TTC (that is not TTC Infrastructure that Metrolinx is replacing as part of the Projects), Metrolinx will notify the TTC as soon as possible. TTC may request Metrolinx to repair such defect or defects in conjunction with construction of the Projects, with the incremental costs of such repairs to be paid for by the TTC including the design, construction and commissioning costs. If Metrolinx, in its discretion, determines that the work required to repair the defect or defects can be performed under the Project Agreement within a time frame that does not materially adversely affect scheduling, completion dates and completion costs, Metrolinx shall ascertain and notify the TTC of the cost to construct or repair such defect or defects and the TTC, in its discretion, may elect to proceed to have Metrolinx effect such repairs. Prior to commencement of the work to effect such repairs Metrolinx and the TTC will enter into a separate agreement, confirming a payment mechanism and schedule for payment of the costs referable thereto.

(d) Contribution to Costs

Notwithstanding Section 3.3(b) above, if TTC Infrastructure is scheduled for repair and/or upgrade and/or replacement by the TTC as reflected in its five (5) capital expenditure budget for 2013 to 2017 approved subsequent to the date of this Master Agreement, the TTC will reimburse Metrolinx for the costs of the New TTC Infrastructure that replaces such TTC Infrastructure or for the cost of modification to the TTC Infrastructure undertaken by Metrolinx, either in the amount allocated in the TTC (or the City) in its budget in respect of such repair and/or upgrade and/or replacement or in a reasonable and equitable amount as determined by Metrolinx and the TTC, acting reasonably.

(e) Advisory Services

The TTC will provide resources, including staff and dedicated staff to assist with the Program if requested and as specified by Metrolinx on a fee for service basis with the intent that the TTC's costs of providing such services will be passed on to and paid by Metrolinx. Metrolinx will pay for the costs charged by the TTC for its review and approval of any submittals to it by Metrolinx, including the Technical Reviews (as defined in the TTC Processes and Approval Protocol), and the costs charged by the TTC for its monitoring and inspections services, including the Interim Inspections, Final Inspections and Commissioning (as defined in the TTC Processes and Approval Protocol).

(f) Access to Information:

TTC will provide Metrolinx with access to such information as Metrolinx may reasonably require from time to time in conjunction with the design and construction of the Program, including without limitation, information pertaining to the Interchange Stations and the TTC's requirements in respect thereof, in order that such information and requirements are available for inclusion or reference in tender documents for the whole or any part of the Program.

(g) Principles for Future Operations Agreement

Two years before the anticipated launch of revenue service on the LRTs in 2020, the Parties will develop an operating and maintenance agreement that will be based upon the Agreement in Principles between Metrolinx and the TTC attached as Schedule G.

ARTICLE 4 - CONFIDENTIALITY

4.1 Confidentiality

During and following the Term, all Parties shall:

- (i) keep all Confidential Information confidential and secure;
- (ii) limit the disclosure of Confidential Information to only those persons who have a need to know it and who are bound by agreement or otherwise to keep the Confidential Information in confidence substantially on the terms of this Article IV;
- (iii) not directly or indirectly disclose, destroy, exploit or use any Confidential Information (except for the purpose of delivering the Program, or except if required by order of a court or tribunal), without first obtaining the written consent of the disclosing party and in respect of any Confidential Information about any third-party, the written consent of such third-party;
- (iv) provide Confidential Information to disclosing party on demand; and
- (v) return all Confidential Information to disclosing party before the termination or expiry of the Term, with no copy or portion retained.

4.2 Disclosure of Confidential Information

If the receiving party or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt notice to that effect in order to allow disclosing party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and shall co-operate with disclosing party and its legal counsel to the fullest extent. Notwithstanding and subject to the foregoing, the receiving party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

4.3 Survival

The provisions of this Article 4 shall survive termination of this Agreement and remain in full force and effect.

ARTICLE 5 – GENERAL MATTERS

5.2 Notices

Any notice or other communication with respect to this Agreement (the “Notice”) shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:

in the case of Metrolinx to:

Executive Vice President, Rapid Transit Implementation
Metrolinx
20 Bay Street, Suite 901
Toronto, Ontario M5J 2N8
Tel: (416) 874-5904
Fax: 416-874-5901
Email: jack.collins@metrolinx.com

With a copy to:

Metrolinx General Counsel
20 Bay Street, Suite 600
Toronto, Ontario M5J 2W3

in the case of Toronto to:

Deputy City Manager, Cluster B, City of Toronto
Toronto City Hall
100 Queen Street West, 24th Floor, East Tower
Toronto, ON M5H 2N2
Tel: (416) 338-7200
Fax: (416) 392-4540
E-Mail: jlivey@toronto.ca

With a copy to:

City Solicitor
Metro Hall, 26th Floor, Stn 1260
55 John Street
Toronto, ON M5V 3C6

in the case of TTC to:

Chief Capital Officer
Toronto Transit Commission
1900 Yonge Street
Toronto, ON M4S 1Z2
Tel: (416) 393-6530
Fax: (416) 393-3854
E-Mail: sameh.ghaly@ttc.ca

With a copy to:

Senior Solicitor, Legal Department
Toronto Transit Commission
1900 Yonge Street
Toronto, ON M4S 1Z2
Tel: (416) 393-3854
Fax: (416) 338-0117
Email: Michael.atlas@ttc.ca

or to such other address, facsimile number, email address or addressed to such other individual as TTC, Toronto or Metrolinx may from time to time designate in writing to the other Parties. Any Notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one working day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.

5.3 Counterpart Execution

This Agreement may be executed in several counterparts, each executed counterpart shall be deemed to be an original, and the counterparts together shall constitute one and the same instrument.

5.4 Time of the Essence

Time shall be of the essence in this Agreement.

5.5 Written Approvals

Any approval, authorization, consent, waiver, or condition by a Party under this Agreement is effective only if given in writing and only in accordance any terms and conditions stipulated in connection with such approval. Any such approval, authorization, consent, waiver or condition is not effective in respect of any similar or other act or omission.

5.6 Applicable Law

This Agreement is governed by the laws of the Province of Ontario.

5.7 Successors and Assigns

This Agreement is binding upon the successors and permitted assigns of the Parties. No Party may assign its interest in this Agreement in whole or in part without the written consent of the other Parties, except that Metrolinx may, without the consent of the City or the TTC, transfer or assign this Agreement or any component of it to the Government of Ontario or to a Crown Agency as defined by the Crown Agencies Act, R.S.O. 1990, Chapter C.48 or to a third party acquiring Metrolinx's interest in all or part of the Program provided such third party owns and/or operates the LRTs, but, on any transfer or assignment to a third party who acquires Metrolinx's interest in all or part of the Program, Metrolinx: (i) may not transfer or assign the Easement (as defined in the Real Estate Protocol) or any real property interest therein without the consent of the City, not to be unreasonably withheld or delayed, and (ii) may grant contractual rights and licences to use the Easement without the consent of the City. Subject to the foregoing, there are no restrictions on Metrolinx's right to deal in any manner with the Program assets and rights.

5.8 Amendment to Agreements

The Parties may amend this Agreement from time to time. Except as expressly contemplated in this Agreement, no amendment to this Agreement shall be effective unless it is in writing and signed by the Parties.

5.9 Headings

The headings and divisions into paragraphs in this Agreement are for convenience only and do not affect the substance.

5.10 Joint and Several Liability of the City

The City is jointly and severally liable and responsible for all the obligations of the TTC under this Agreement.

5.11 Survival of Certain Provisions

Despite the termination or expiration of this Agreement, the provisions of this Agreement expressed to survive termination shall remain in full force and effect indefinitely to the extent necessary to give effect to those provisions, and shall continue to bind the Parties unless otherwise expressly agreed in writing.

5.12 No Partnership

This Agreement does not create any agency, partnership, joint venture, employment, or independent contractor relationship between the Parties.

5.13 Further Assurances


Each Party will do such act or thing and will enter into, execute and deliver such documents as may reasonably be required by any other Party in furtherance of and to give effect to the provisions of this Agreement.


5.14 Entire Agreement

This Agreement is the entire agreement between the parties relating to the subject matter described herein. This Agreement supersedes all earlier understandings and agreements between the parties relating to the Project.

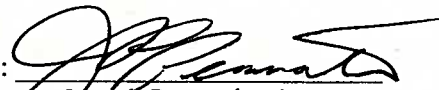
IN WITNESS WHEREOF the parties have executed this Master Agreement through their duly authorized officers.

METROLINX

By: 
Name: Bruce McCuaig
Title: President and Chief Executive Officer

By: 
Name: Jack Collins
Title: Executive Vice-President, Rapid Transit Implementation
We have the authority to bind the corporation


CITY OF TORONTO

By: 
Name: Joseph Pennachetti
Title: City Manager


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



TORONTO TRANSIT COMMISSION

By: 
Name: Andy Byford
Title: Chief Executive Officer

By: 
Name:
Title
I/We have the authority to bind the corporation

APPROVED AS TO FORM


.....
For ANNA KINASTOWSKI
City Solicitor

 Authorized by Report No. CC17.1 of
the SPECIAL COUNCIL MEETING
adopted in Council on the 8th
day of FEBRUARY 2012.
.....
Marilyn M. Toft  City Clerk

SCHEDULE A
CAPITAL COST ELIGIBILITY CRITERIA



**Capital Cost Eligibility Criteria
for
Metrolinx-Owned Rapid Transit Projects**

September 21, 2010

Ministry of Transportation

1. Definitions

When used in these Guidelines, the words set out below that import the singular include the plural and vice versa.

“Guidelines” means this document entitled “Capital Cost Eligibility Criteria for Metrolinx-Owned Rapid Transit Projects”, as may be amended from time to time in accordance with the Guidelines.

“Indirect Costs” means a cost that cannot be identified specifically with, or traced to, a given cost object in an economically feasible way.

“Median Transitway” means fixed route for light rail transit or bus rapid transit vehicles along the median of a street that is separated from regular traffic and employs transit prioritization techniques such as exclusive traffic signal phases.

“Metrolinx” means the Corporation established by the *Metrolinx Act, 2006*.

“Ministry” and “Minister” respectively means the Ministry of Transportation and the Minister responsible for the Ministry.

“Municipality” means a municipality as defined in the *Municipal Act, 2001 (Ontario)*.

“Project” means any transit project funded, in whole or in part by Metrolinx, and implemented by a Provincial crown agency, a Municipality, municipal transit authorities and/or the private sector. GO Transit infrastructure projects funded through Metrolinx’s annual budgets shall be subject to a separate guideline and excluded from application of this guideline.

“Province” or “Provincial” means the Province of Ontario including the Ministry, Metrolinx and other Provincial ministries and agencies.

“Revenue Service” means the point in time when a Project is ready to accept paying customers.

2. Purpose

The purpose of the Guidelines is to introduce capital cost eligibility criteria for funding for Metrolinx-owned rapid transit capital projects, designed and constructed through agreements with others including municipal transit operators.

The Guidelines shall not be construed as a Provincial or Metrolinx commitment to fund any particular Project or the budget or budget allocations for any Project, the details of which will be included in specific Project Charters relating to each funded Project.

Activities or costs identified as ineligible for Metrolinx funding under the Guidelines may still be undertaken at the expense of a non-Provincial funding partner provided such activities or costs do not directly or indirectly impact the Metrolinx-funded works.

3. Date of Effect

This Guidelines document takes effect on April 1, 2009.

4. Principles of Funding

Metrolinx funding for a Project will be applied to cover costs that are: defined as capital expenditures under the Generally Accepted Accounting Principles (GAAP) in Canada, or meeting the criteria identified in Section 6.A; directly attributable to a Project; and necessary to bring a Project into Revenue Service.

5. Appropriation by the Legislative Assembly of Ontario

Despite any other provision in this Guideline, annual funding for individual Projects being implemented will be subject to annual appropriations of such funds by the Legislative Assembly of Ontario.

6. Eligible Costs

A. Studies

Metrolinx will fund the cost of Metrolinx-approved studies that are undertaken to meet Provincial regulatory requirements or demonstrate the technical and economic feasibility of a Project. Studies eligible for funding include but are not limited to Metrolinx-approved:

Environmental assessment (EA) studies to satisfy the requirements of the Ontario Environmental Assessment Act and the Canadian Environmental Assessment Act;

Technical Studies (e.g. benefits case analysis, financial analysis, ridership forecasts, and land value capture studies, environmental, geotechnical and soils investigations, and noise studies);

Planning, design and engineering (PDE); and Value for money study undertaken by either Infrastructure Ontario (IO) or Metrolinx to determine whether an alternative financing and procurement approach to project delivery can generate a value for money advantage over traditional procurement; and

Any study deemed required by the Ministry or Metrolinx prior to the finalization of a funding commitment to a Project.

B. General Expenses

Expenditures incurred which are authorized by Metrolinx and which are directly related to the construction of a Project or that must be incurred in order to bring the Project into Revenue Service, will be eligible for Metrolinx funding. These expenditures include but are not limited to:

Project management;

Salaries and benefits of municipal staff (including contract positions) assigned or seconded to the Project on a full time basis;

Salaries and benefits of Metrolinx staff (including contract positions) assigned to the Project on a full time basis;

Salaries and benefits of new staff retained to work exclusively on a Project;

Salaries and benefits of municipal staff and Metrolinx staff (including contract positions assigned or seconded to the Project) working on a task-specific basis or providing technical services, that are directly related to the implementation of a Project, provided that; (a) such staff provide detailed dockets of actual time spent and identifying the services provided and tasks undertaken; (b) such tasks and services require the application of specific technical skills such as legal services, appraisal services, survey services, realty negotiations; and (c) such tasks or services are not senior level management or oversight functions.

Rental and office costs directly attributable to staff referenced in B (i) to (iv) inclusive, including training, supplies, taxes, rent (including rental costs of municipal office space used by municipal staff assigned or seconded to the Project, provided such rent does not exceed market rents for comparable space);

Fixed guideway infrastructure;

Rolling stock, including but not limited to heavy rail, light rail and bus rapid transit (BRT) buses;

Acquisitions of interests in land as determined by Metrolinx, including purchases, easements, land leases, licences and other interests in real property required to bring a Project into Revenue Service,

Infrastructure costs related to incorporating the PRESTO Fare system on the Projects, excluding software licensing fees;

Land transfer and other applicable taxes relating to property acquisitions referenced in B ix;

Expropriation compensation as required by the *Expropriations Act*, except claims for injurious affection where the statutory authority does not acquire part of the land of an owner (which claims will be considered by Metrolinx for eligibility of cost recovery on a case-by-case basis);

The following administration costs and out-of-pocket expenses relating to property acquisition referenced in B ix:

- (a) appraisal, environment and other service provider costs;
- (b) expert witness services (including reports) relating to expropriation matters;
- (c) registration costs;
- (d) title search disbursements, including Teraview fees;
- (e) off title search enquiry disbursements;
- (f) photocopies, long distance charges and other disbursements;
- (g) courier/process server costs;
- (h) special examiner and other reporting costs – e.g. discoveries, and court reporter and transcripts (relating to expropriation matters).

Works related to structure demolition or construction;

Safety and security equipment;

Computer, electronics and communication devices;

Transit stops, stations and terminals;

Garages and facilities;

Teraview licenses;

Commercial and other necessary Insurance;

Utility relocations generated primarily as a result of the Project and not associated with any other municipal repair and/or utility replacement or expansion program;

Standard grass landscaping at construction sites;

Hording and signage at Project construction sites;

Project corridor and urban design enhancements up to 1.5% of total construction cost;

Project operating expenses needed to bring a Project into Revenue Service including:

Testing

Safety inspection:

Other costs deemed by Metrolinx as capital expenditures necessary to bring the Project into Revenue Service;

Communication costs related to Projects, including expenses related to community relations, Project websites and public information; and

Indirect Costs incurred to the extent authorized and necessary to bring a Project into Revenue Service will also be eligible for Metrolinx funding.

7. Municipal Expenditures

Municipalities shall be responsible for the following expenses:

Any cost which does not qualify as an Eligible Cost, including Ineligible Costs which a Municipality wishes to incur;

Project corridor and urban design enhancements beyond 1.5% of total construction cost;

Upgrades to materials beyond pre-existing municipal standard.

8. Ineligible Costs

Except as otherwise specifically set out in these Guidelines Metrolinx will not fund expenditures that are not directly related to bringing a Project into Revenue Service. These ineligible costs include:

Any expenses which are the responsibilities of municipalities under section 7;

Subject to section 6(B)(v), salaries and benefits of staff whose full-time services are not dedicated to the implementation, management or oversight of the Project;

Costs of any activities that are part of the regular operation and maintenance of municipal transit assets;

Carrying costs incurred on the funding share of any funding partner other than the Province;

Legal or litigation costs brought by municipalities in proceedings against Metrolinx or the Province, including cross-claims by municipalities against Metrolinx or the Province; and

Municipal upgrades not expressly approved by Metrolinx. Metrolinx may agree to fund upgrades or additions to Projects which support the operational effectiveness of the Project.

B. Metrolinx will not fund expenditures related to activities that may be undertaken as part of the Project, but which are over and above the Project's defined scope. These costs include, but are not limited to:

Upgrading of municipal services and utilities that are over and above relocation or basic replacement needs;

Project corridor and urban design enhancements over and above a maximum allowance of 1.5% of total Project costs;

Expansion or upgrades to a Municipality's or private sector partner's existing computer and communication systems that may be undertaken as part of, or simultaneous to, the implementation of the Project;

Expansion or upgrades to existing transit garages and facilities owned by municipalities that are over and above the Project's needs;

Software license fees and other non-infrastructure expenses relating to the Presto implementation.

C. Metrolinx funding of any cost or expenditure is without duplication to other sources of funding provided by Metrolinx. Metrolinx will not fund costs or expenditures which are the subject of any municipal, Federal or Provincial funding agreement or other reimbursement arrangement including development charges.

9. Amendments

The Ministry may change these Guidelines from time to time provided that no such changes will render previously eligible costs ineligible where such costs were either incurred or, through the execution of binding legal agreements, committed to prior to the effective date of such amendment.

SCHEDULE B

CITY PROCESSES AND APPROVAL PROTOCOL

**SCHEDULE B
CITY PROCESSES AND APPROVALS PROTOCOL**

1. **General Principles:**

This Schedule is intended to:

- (i) identify the work to be performed by Metrolinx for construction, commissioning and co-ordination of City Infrastructure that must be relocated, modified, constructed or protected in order to complete the Program;
- (ii) establish a process to be followed by Metrolinx, Project Co, the Contractor and the City to review and approve the design, construction, commissioning and co-ordination of City Infrastructure in a timely manner;
- (iii) establish a process to be followed by Metrolinx, Project Co, the Contractor and the City to facilitate City review of Program Infrastructure being constructed within and adjacent to City Lands and the lands that will be transferred by the City to Metrolinx and impacting City Infrastructure or city services, in a timely manner; and
- (iv) establish a process with the intent to minimize interruptions to City services, inconvenience to City residents and disruption to neighbouring communities and businesses during construction to the greatest extent possible, and with a view to maintaining city services following completion of construction.

The City covenants not to unreasonably withhold any approval sought by Metrolinx or required to be obtained by it from the City.

Metrolinx shall require Project Co and the Contractor to perform and be bound by the covenants and obligations of Metrolinx under this City Processes and Approval Protocol, and the City acknowledges and agrees that performance by Project Co or the Contractor of any such covenant and obligation shall satisfy Metrolinx's obligations in that regard.

2. **Definitions:**

For the purposes of this Schedule B, City Processes and Approval Protocol, words with initial capitals have the meanings ascribed to them in the Master Agreement or as follows:

"Approvals and Review Appendix" means the chart dated November 27, 2012 and provided by the City to Metrolinx setting out the agreed upon process for permits, review and approvals for City Infrastructure and the review process for Program Infrastructure attached as Appendix 1.

"Basic Construction Requirements" means the design standards applicable to New City Infrastructure in respect of the physical and functional components thereof as set out in the City Standards and Guidelines attached as Appendix 2 to this City Processes and Approval Protocol, and supplemented by the Design Criteria Manual for the Program issued September 2012, but only those parts of it that pertain to City Infrastructure (and not to anything else, including without limitation, standards or other matters referable to light rail transit), a copy of which Design Criteria Manual for the Program has been provided by the City to Metrolinx, receipt of which Metrolinx hereby acknowledges, all as the same may be

updated or consolidated for inclusion in the RFP Documents; and with respect to service levels means the service level capacity of Existing City Infrastructure.

“Certification” means a letter signed and stamped by a Professional Engineer certifying that all New Infrastructure has been constructed in accordance with the approved designs, drawings, good engineering practice and City Standards and that all Additional Infrastructure has been constructed in accordance with the approved designs, drawings and good engineering practice;

“City Lands” means lands owned by the City and used by Metrolinx in connection with construction of the Program or any part of it other than lands or interests therein that will be transferred to Metrolinx by the City;

“Commission” means the process of achieving and verifying the functional and operational criteria of New Infrastructure and of systematically bringing New Infrastructure into an operational mode as required to be fully operational, and **“Commissioning”** has a corresponding meaning;

“Contaminant” has the same meaning as that contained in the EPA, and shall include any substance designated as a "contaminant" in any guidelines or policies issued by the Ministry of the Environment or the Ministry of Labour;

“Contract” means an agreement or agreements between Metrolinx and a Contractor for the design and/or construction of a Project or a component thereof, and **“Contractor”** means a company or entity that enters into a Contract;

“Environmental Law” includes, but is not limited to, all applicable federal and provincial statutes, municipal and local laws, common law, all deed restrictions, all by-laws, regulations, codes, licenses, permits, judgements, orders, directives, guidelines and decisions which are legally binding and which are rendered by any governmental authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Material, in each case having the force of law.

“EPA” means the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended from time to time.

“Existing Infrastructure” means City Infrastructure as it exists immediately prior to the commencement of relocation, removal or modification by Metrolinx to facilitate construction of the Program;

“Final Inspection” means an inspection performed by or on behalf of the City within ninety (90) days following receipt of notice from Metrolinx of completion of the New City Infrastructure or Additional Infrastructure or a component thereof for the purpose of: (i) ensuring that the New City Infrastructure and the Additional Infrastructure or such component thereof, as the case may be, has been constructed in accordance with the approved designs, drawings, good engineering practice and in the case of New City Infrastructure, City Standards, and (ii) for the purpose of identifying any defects or deficiencies that must be corrected by or on behalf of Metrolinx before such New City Infrastructure and Additional Infrastructure is commissioned to facilitate handover of operation and responsibility to the City;

“Hazardous Material” means any Contaminant, pollutant, dangerous substance, noxious substance, toxic substance, deleterious substance, hazardous waste, biological materials and organisms (including, without limitation, viral agents, mould, fungus and bacteria), flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, poly-chlorinated biphenyls and radiation, in each case as regulated under any Environmental Law, whether natural or man-made, and

dangerous to public health, crops, water supplies or soil quality, and including, without limitation, any quantity or concentration of any substances declared to be hazardous or toxic and any other substance defined to be hazardous, toxic or a pollutant in or pursuant to any Environmental Law.

“Interim Inspection” means an inspection of New City Infrastructure and Additional Infrastructure or component thereof in the course of construction performed by or on behalf of the City for the purpose of ensuring that the New City Infrastructure and Additional Infrastructure or component thereof is in accordance with the approved designs, drawings and specifications.

“Municipal Infrastructure Agreements” means agreements entered into with the City which relate to the relocation, modification, construction, reconstruction or protection of City Infrastructure or the construction of New City Infrastructure or Additional Infrastructure;

“Public Utilities” has the meaning ascribed to it in the *Municipal Act*

“Submissions Checklist” means the documents and other materials to be included in any submission by Metrolinx to the City for review and approval to be mutually agreed upon by the Parties and when agreed, to be attached as an Appendix to this Agreement;

“Warranty Inspection” means an inspection performed by Metrolinx and the City in the final month of a Project Agreement or in of a component thereof or of a manufacturer warranty period following completion of any New City Infrastructure or Additional Infrastructure or component thereof for the purpose of identification of all defects and deficiencies in such New City Infrastructure or Additional Infrastructure or component thereof to be corrected at Metrolinx’s expense.

3. **Staff Contacts:**

The City and Metrolinx shall each make its staff available in accordance with the Master Agreement and shall take all other appropriate steps and actions to ensure that all deliverables, reviews, decisions and approvals required to be provided, delivered or made by it are provided, delivered and made in a timely manner. The City and Metrolinx will establish or continue a series of staff working groups to deal with review, approvals, communications, consultation, operational and financial matters arising out of the Master Agreement and this City Processes and Approvals Protocol.

City: All communication with the City in respect of matters dealt with in this City Processes and Approval Protocol, including inquiries for information pertaining to permits, approvals and general information related to City Infrastructure and notices submitted under Notice and Reporting sections shall be sent to the following City designate:

Director, Major Capital Infrastructure Coordination
City of Toronto
100 Queen Street West, 21st Floor, East Tower
Toronto, ON
M5H 2N2

Attention: Jeffrey Climans
Phone: 416.397-4649
Fax: 416.338-0808

All requests for other agreements related to the Projects, including in respect of Project Infrastructure and a copy of notices under the Notice and Reporting sections shall also be sent to the Director, Major Capital Infrastructure Coordination, with a copy to:

City Solicitor
26th Floor Metro Hall
55 John Street
Toronto, ON
M5V 3C6

Attention: Patricia Simpson
Director, Transit Expansion Unit
Phone: 416.392-8057
Fax: 416.397-0600

Metrolinx: All inquiries shall be sent to:

Executive Vice-President, Rapid Transit Implementation
Metrolinx
20 Bay Street, Suite 600
Toronto, ON M5J 2N8

Attention: Jack Collins
Phone: 416.874-5904
Fax: 416.874-5901

4. Appendices:

Immediately following the execution of the Master Agreement, Metrolinx and the City will work expeditiously, diligently and in good faith:

(i) to settle the dates for insertion in and completion of the Approvals and Review Appendix. When the dates have been mutually agreed upon, the Approvals and Review Appendix will be amended by inserting such dates and will supersede and replace Appendix 1 to this City Processes and Approvals Protocol;

(ii) to compile a submissions checklist setting out the matters to be provided to the City in conjunction with a request by Metrolinx for review and approval of City Infrastructure or construction on City Lands and for review of Program Infrastructure. The submissions checklist as mutually agreed upon will be attached as Appendix 3 to this City Processes and Approvals Protocol.

5. Compliance:

Metrolinx will design, construct, commission into service and certify that all New City Infrastructure has been constructed to Basic Construction Requirements as reflected in engineering drawings and standards approved by the City pursuant to and in accordance with the Approvals and Review Appendix. In particular and without limiting the foregoing, Metrolinx will ensure that:

(i) All New City Infrastructure and Additional Infrastructure and all work on City Lands is planned and performed in accordance with Applicable Laws;

(ii) All work on the Projects will proceed in accordance with a detailed project management schedule that will be developed and updated at regular intervals by Metrolinx and communicated to the City to enable the City to advise Metrolinx of the scope and timing of any Additional Infrastructure;

(iii) Metrolinx will ensure that each of Project Co and the Contractor, as applicable, retains a professional engineer, competent in the municipal engineering field to carry out all the necessary engineering requirements in connection with reviews and approvals for New City Infrastructure and Additional Infrastructure and to serve as the primary engineering contacts between the City and Metrolinx and Project Co or the Contractor, as applicable;

(iv) A Municipal Infrastructure Agreement, in a form mutually agreed to by Metrolinx and the City, each acting reasonably, is executed prior to commencement of any relocation, modification construction, reconstruction or protection of City Infrastructure, construction of New City Infrastructure or Additional Infrastructure or work on City Lands. Such Municipal Infrastructure Agreement shall not require security deposits or other security from Metrolinx, Project Co a Contractor or otherwise as long as Metrolinx provides evidence to the City, satisfactory to the City, that it has security from Project Co or the Contractor for the performance of its obligations under the Project Agreement or the Contract, and

(v) All necessary permits and approvals for City Infrastructure, New City Infrastructure, Additional Infrastructure and work on City Lands will be obtained from the City or other agencies in accordance with the Approvals and Review Appendix prior to commencement of construction of the relevant component.

6. Review and Approval by the City of Design Plans for City Infrastructure:

Metrolinx shall submit and the City shall review and approve all plans for New City Infrastructure and Additional Infrastructure in accordance with the provisions of the Approvals and Review Appendix, including without limitation, the timelines set out therein Metrolinx shall submit to the City the plans and other documents and materials required in the Submissions Checklist (in sufficient detail and with all ancillary materials in order to enable the City to make an informed assessment) pertaining to the design for comment by the City at the following intervals:

- (i) at 10% completion,
- (ii) at 30% completion,
- (iii) at 60% completion, and
- (iv) at 100% final design.

provided however that the parties may agree, acting reasonably to revise the number of reviews and completion percentages required.

The City shall notify Metrolinx as expeditiously and promptly as possible whether the information package submitted to it is complete. If it is not complete, the City will advise Metrolinx of the deficiencies. The City will not commence its review and the timelines for review will not commence until a complete information package is received. Once the information package submitted is complete, the City will provide its comments within the time for review and approval identified in the Approvals and

Review Appendix unless the City notifies Metrolinx that it reasonably requires a longer period for reply based on the particular circumstances. The City will also consider any reasonable request by Metrolinx to expedite the timelines set out above.

7. Review by the City of Design Plans for Program Infrastructure

Metrolinx will adhere to the review process outlined in the Approvals and Review Appendix for all Program Infrastructure and will provide the City with the plans in sufficient detail and with all ancillary materials pertaining to the design for Program Infrastructure at reasonable intervals as identified therein in order to enable the City to undertake an informed review and to provide comments to Metrolinx.

The City shall notify Metrolinx as expeditiously and promptly as possible whether the information package submitted by Metrolinx or its Contractor is complete, having regard to the Submissions Checklist. If it is not complete, the City will advise Metrolinx of the deficiencies. The City will not commence its review and the timelines for review will not commence until a complete package is received. Once the information package submitted is complete, the City will provide its comments within the time for review and approval identified in the Approvals and Review Appendix unless the City notifies Metrolinx that it reasonably requires a longer period for reply based on the particular circumstances. The City will also consider any reasonable request by Metrolinx to expedite the timelines set out above.

Metrolinx will consider the City's comments and implement them if it is able to do so having regard to overall completion dates and costs, but nothing herein shall in any way amend or derogate from or waive Metrolinx's right to proceed with Program Infrastructure without the City's consent and approval and neither Metrolinx, Project Co, the Contractor or any other person acting on behalf of Metrolinx will or is required to enter into agreements with the City including Municipal Infrastructure Agreements or Site Plan Agreements.

8. Other Approvals

The City will process all other approvals and requests made to it in respect of Program Infrastructure, City Infrastructure, TTC Infrastructure and New TTC Infrastructure, in an expeditious manner in accordance with the Approvals and Review Appendix having regard to overall completion dates and costs.

9. Liability

The review and approval of designs, plans, reports, records or any other matter by the City shall not have the effect of waiving or transferring any liability or obligation in respect of the design and construction of the Program from Metrolinx to the City.

10. Procurement

Metrolinx shall be responsible for the preparation, issuance and award of the Project Agreement and the Contracts. The City will have the right to review and provide in-put and comments on those components of the AFP Documents that pertain to City Infrastructure, including in respect of output and performance specifications and urban design guidelines. For this purpose a representative or representatives of the City will be included in any review team assessing responses to any proposal calls and tenders as they pertain to City Infrastructure, including attending at commercially confidential meetings that may be convened by Infrastructure Ontario and/or Metrolinx pertaining to City Infrastructure. Metrolinx will ensure that the City retains the right to approve, acting reasonably:

- (i) whether modifications to City Infrastructure, and construction of New City Infrastructure, and Additional Infrastructure comply with the Basic Construction Requirement and meet the City Standard;
- (ii) where New City Infrastructure and Additional City Infrastructure will be located; and
- (iii) the manner of integration of New City Infrastructure and Additional Infrastructure with Existing Infrastructure to ensure continuity of service to the public during the construction period and following completion of construction.

11. Traffic Management Plan

Metrolinx and the City shall work together and collaborate in preparing pedestrian, parking and traffic management plans (or a single traffic management plan that addresses all elements) intended to be in-force during construction across the entire length of each Project. It is intended that the Traffic Management Plan or Traffic Management Plans will be submitted to the City for review, comment and approval within a timeframe that will permit the Traffic Management Plan or Traffic Management Plans to be included in the AFP Documents. Prior to commencing work on any segment of the Program that involves disruption to pedestrian, parking and traffic, the City's approval is the Traffic Management Plan or Traffic Management Plans with respect to such segment is required.

Acknowledging the potential for disruption to pedestrian and vehicle mobility, transit movements and parking, Metrolinx, Project Co, the Contractor and the City agree to work closely together to ensure that impact is mitigated to the greatest extent possible.

12 Construction

Metrolinx is responsible for managing and supervising all construction activity related to the Program, including all construction activity relating to City Infrastructure save and except that if any Additional Infrastructure requested by the City to be constructed by Metrolinx requires an environmental assessment or public consultation or other legislative or regulatory authority or amendment, the City shall be responsible to obtain and comply with any such requirements, at its expense, before Metrolinx undertakes the work in respect of the Additional Infrastructure. In connection therewith:

- (i) The City shall not be the constructor in respect of City Infrastructure for the purposes of the *Occupational Health and Safety Act*;
- (ii) Metrolinx shall be responsible for management and oversight of construction of the Program and public consultation and communications for all work relating to the Program;
- (iii) Metrolinx shall be responsible for the timely and complete performance of Metrolinx's obligations under each Municipal Infrastructure Agreement relating to the City Infrastructure, New City Infrastructure, Additional Infrastructure or other work relating to the Program carried out on City Lands;
- (iv) Metrolinx shall be responsible for developing and monitoring a safety and security plan for all work on City Lands and all work relating to the City Infrastructure;
- (v) Metrolinx shall be responsible for developing and monitoring a quality assurance plan in respect of New City Infrastructure and Additional Infrastructure and, for correcting work that, in

the case of New City Infrastructure does not meet the City Standard, and in the case of Additional Infrastructure has not been constructed in accordance with the approved designs, drawings and specifications;

(vi) Metrolinx shall have the right to access, occupy and use City Lands as may be reasonably required to facilitate the construction of the Program, subject to Metrolinx obtaining such permits and approvals from the City in accordance with the Approvals and Review Appendix or such other permits and approvals as Metrolinx is legally required to obtain and, for City Lands other than the right-of-way, upon such other terms as may be reasonably required by the City, acting reasonably. Upon termination of such right, Metrolinx shall repair any damage caused by its occupation and use of the City Lands and shall restore the City Lands to the condition they were in immediately prior to entry by Metrolinx;

(vii) Metrolinx shall be responsible for developing, implementing and monitoring construction mitigation plans to minimize disruption to City programs and services, inconvenience to City residents and impacts on local businesses during construction of the Program;

(viii) Metrolinx shall co-ordinate all construction activities relating to City Infrastructure with the City through the Major Capital Infrastructure Coordination Office, including the provision of detailed construction schedules so the impact on City operations and services provided by the City to the public can be minimized to the greatest extent possible and the construction activities are in compliance with all site specific or work specific conditions included in the City's comments or approval of any design and in any permit issued by the City and in any license for use of or work on City Lands;

(ix) With respect to design and construction plans previously approved by the City, where Metrolinx proposes a material change to such previously approved design and construction plans or proposes a material change which impacts City Infrastructure or New City Infrastructure or the provision of services by the City to the public, Metrolinx shall, in advance of any work being carried out and in sufficient time for the City to undertake its review, provide to the City for approval particulars of and plans relating to any such proposed material change and the City shall respond within the timelines identified in the Approvals and Review Appendix;

(x) The City shall receive reasonable notice of all pre-construction and construction site meetings and will be entitled to attend any such meetings relating to work on the Program which impacts City Infrastructure, work on City Lands or the provision of Public Utilities or the following City services: fire, emergency medical services, police, garbage collection, transit and snow removal;

(xi) The City shall have the right to perform Interim Inspections related to City Infrastructure, New City Infrastructure and Additional Infrastructure and for this purpose Metrolinx shall at all reasonable times, and upon reasonable notice, allow the City, its representatives, agents, advisors, contractors and consultants to have access to the construction site, provided the City and its representatives, agents, advisors, contractors and consultants comply with the requirements set out in Subsection (xii) below;

(xii) The City shall notify Metrolinx of any defects and deficiencies it identifies in any Interim Inspection conducted by it as soon as reasonably possible but no later than 3 business days following such Interim Inspection, unless additional testing is required, in which case the City shall notify Metrolinx within 3 business days of receiving the test results and Metrolinx shall be

responsible for correcting all identified defects and deficiencies to the City Standard and to the satisfaction of the City, acting reasonably;

(xiii) Either Metrolinx, Project Co or the Contractor shall notify the City as soon as it finds a defect or deficiency in any Existing Infrastructure that requires repair to enable the City to determine if it will correct such defect or deficiency in the course of construction of the Program, provided that Metrolinx will not be required to facilitate the correction of such defect or deficiency in the course of construction of the Program if it materially adversely impacts completion dates or Metrolinx's completion costs of the Program.

(xiv) All City inspectors and site visitors will adhere to the security and safety requirements imposed by Metrolinx at each specific job site attended by them, will sign in at the site construction office and will be liable for damage caused by the City or those for whom it is responsible at law as a result of acts on such site visit by the City that are not covered by Metrolinx's insurance policy. Any special training required to access the Site will be paid by Metrolinx;

(xv) Any Interim Inspections, Final Inspections or Warranty Inspections carried out by the City shall not have the effect of waiving or transferring any liability or obligation under this Agreement from Metrolinx to the City.

13. Suspension of Work

If the City, acting reasonably, has reason to believe that work on the Program is contrary to the terms of any required permits or approvals provided by the City and as a result is having or will have a material detrimental impact on the City Infrastructure or the provision of Public Utilities or the following City services: fire, emergency medical services and police or if public safety is at risk, then upon receipt of notice from the City, Metrolinx shall at its own cost temporarily suspend any work identified in the City's notice for such reasonable time as may be necessary to protect, remedy or restore the City Infrastructure or the impacted Public Utilities or the following City services: fire, emergency medical services and police services, or to remove the risk to public safety, to the satisfaction of the City, acting reasonably. The City agrees to work diligently with Metrolinx to resolve the City's concerns giving rise to the suspension of work, having regard to scheduled completion date(s) and overall costs of the Program.

14. Environmental Matters

Metrolinx shall not use, store or deposit upon City Lands any Hazardous Material other than in strict compliance with Environmental Law. Any environmental contamination of City Lands contrary to any applicable Environmental Laws including, but not limited to, soil or ground water contamination, resulting from the use or occupation by Metrolinx of such City Lands, shall be remediated or dealt with in accordance with Environmental Laws as soon as practically possible at the sole expense of Metrolinx and to the satisfaction of the City, acting reasonably. If Metrolinx fails to comply with its obligations under this Section, the City upon notice to Metrolinx may carry out such measures and may recover from Metrolinx the reasonable costs incurred by the City in doing so. Metrolinx and the City shall immediately notify each other of all notices, orders or requirements of governmental or administrative authorities or other third parties which Metrolinx or the City, as the case may be, is or becomes aware with respect to City Lands or City Infrastructure on which work is conducted for the Program and Metrolinx shall advise the City of any environmental contamination on City Lands caused or discovered by Metrolinx while undertaking work on the Program.

15. Commissioning and Acceptance

The City and Metrolinx shall conduct a joint Final Inspection of the New Infrastructure and Additional Infrastructure, if any. Metrolinx shall be responsible for correcting all defects and deficiencies identified in the Final Inspection to the satisfaction of the City, acting reasonably. Metrolinx shall Commission the New Infrastructure and Additional Infrastructure in accordance with a commissioning process developed by the City in consultation with Metrolinx. Before acceptance of New City Infrastructure and Additional Infrastructure by the City, Metrolinx shall deliver the Certification and as-built drawings to the City.

16. Warranties

Metrolinx, Project Co, the Contractor or the applicable manufacturer shall warrant to the City that all New Infrastructure and Additional Infrastructure is free of defect and shall function as intended and continue to meet its design specifications for a period of not less than two (2) years from the date the City accepts operational responsibility following successful commissioning of such New Infrastructure and Additional Infrastructure. Joint City-Metrolinx warranty inspections or City-manufacturer warranty inspections, as the case may be, shall be conducted prior to the expiry of the applicable warranty period. Metrolinx or Project Co, the Contractor or the applicable manufacturer, as the case may be, shall rectify or cause to be rectified all defects and deficiencies identified in any warranty inspection conducted pursuant hereto to the satisfaction of the City, acting reasonably.

17. Notices and Reporting

Each of Metrolinx and the City shall as soon as it becomes aware of same, notify the other of the following:

- (i) Any injuries to persons on City Lands or damage to City Infrastructure or City Lands that occurs in the course of Metrolinx undertaking work on the Projects;
- (ii) any extension to or other variation of the schedule for the Projects that varies the time contemplated in the AFP Documents, Project Agreements or Contracts for relocation of the Existing Infrastructure or work on the City Lands;
- (iii) All significant developments during the construction of the Projects that affect City Infrastructure or City Lands;
- (iv) any omission or other act constituting a material default or event of default on the part of a Contractor in relation to work on City Infrastructure or work on City Lands;
- (v) Any proposed decision where the effect thereof may reasonably be expected to affect the design, functionality, safety or integrity of any part of the City Infrastructure or the budget for the Projects as it relates to the New City Infrastructure, or that relates to Additional Infrastructure; and
- (vi) Any notice of lien under the *Construction Lien Act* received by the City in respect of City Lands referable to work performed by or on behalf of Metrolinx, which shall be the obligation of Metrolinx.

Where Metrolinx receives notice relating to any of the following areas in relation to a Project Agreement or Contract, it shall immediately notify and provide the City with a copy of the Notice and advise the City as to the timeframe within which a response must be provided: a notice of commencement of Commissioning of New City Infrastructure, a notice of substantial completion of New City Infrastructure

and Additional Infrastructure, and a certificate of completion for work related to the City Infrastructure, New City Infrastructure and Additional Infrastructure.

18. Metrolinx Insurance

In respect of the Projects and unless the parties agree to otherwise amend the provisions set forth below, Metrolinx will obtain and maintain or cause to be obtained and maintained from the commencement date of construction of any component of a Project and until the substantial completion date of such component the insurance for the minimum coverage specified below, and all such policies shall be primary and not in excess to, or contributing with, any insurance maintained by the City:

(i) Commercial General Liability or Wrap-Up General Liability Insurance:

(a) General Provisions

Commercial General Liability or Wrap-Up General Liability insurance coverage for a combined single limit in accordance with the requirements of Subsection (i)(c) below (as applicable) per occurrence and in the aggregate with respect to products and completed operations, against claims for bodily injury (including death), personal injury, property damage (including loss of use). The policy shall contain the standard sub-limits and exclusions. Such policy shall include the following coverages:

- extended products and completed operations liability for a period of not less than twenty-four (24) months from the date of substantial completion of the applicable component. The provision of this element of coverage can be provided by the subsequent renewal of an annual liability policy for two (2) policy periods post substantial completion of a component of the work;
- written contractual liability;
- owner's and contractor's protective liability;
- contingent employer's liability;
- employer's liability (as applicable);
- non-owned automobile liability including legal liability for damage to hired autos (SEF #94) and contractual liability (SEF #96);
- cross liability/severability of interests;
- no XCU exclusion (explosion, collapse and underground)(if applicable);
- contingent incidental medical malpractice;
- broad form property damage;

- sudden & accidental pollution liability subject to a minimum scope equal to IBC 2313, time element pollution; and
- tenants legal liability.

If coverage is placed on a Wrap-up basis, such policy shall include as insureds, Project Co, the Contractor, any other contractors, subcontractors, consultants, sub-consultants, engineers and architects (but not for professional liability purposes) working on a Project and suppliers to a Project who provide materials or perform construction or installation work or other services at a Project site.

(b) Term of Policy

The commercial general liability policy or wrap-up general liability policy shall be effective from the date of the commencement of construction on a Project until the date of substantial completion of such Project or from the commencement date of construction of any component of a Project until the substantial completion date of such component.

(c) Limits to Coverage

If the work for any component of a Project involves or is defined under a specific contract or contracts as pertaining to tunnelling and related construction or construction of Interchange Stations, either below, at or above grade, coverage shall be placed on a wrap-up basis and the limit shall be Two Hundred Million Dollars (\$200,000,000) per occurrence and in the aggregate with respect to completed operations.

If the work for any component of a Project does not involve, or is not defined under a specific contract or contracts as pertaining to tunnelling and related construction or construction of Interchange Stations, either below, at or above grade, coverage shall be placed on a Wrap-up basis and the limit shall be One Hundred Million Dollars (\$100,000,000) per occurrence and in the aggregate with respect to completed operations.

If the work for any component of a Project involves neither of the above, and is limited only to non-construction service operations such as geotech studies, soil testing, architecture and engineering services and similar activities, coverage shall be placed on Commercial General Liability policy basis and the limit shall be Fifty Million Dollars (\$50,000,000) per occurrence and in the aggregate with respect to completed operations.

(ii) Builders' Course of Construction Insurance

(a) General Provisions

Course of construction insurance including boiler and machinery (if applicable) in the form of an "all risks" builders risk policy written on a replacement cost basis with a limit equal to the replacement value of the work. Such policy shall provide coverage for direct physical loss of or damage to property in course of construction while at the location of the construction site and owned by the insured and used or to be used as part of the construction. Such policy shall contain the standard sub-limits and exclusions.

(b) Term of Policy

For each component of a Project, if applicable, a Builders' all risk course of construction insurance policy shall be effective from the date of the commencement of construction work for such component of the Project until the date of substantial completion of the construction work for such component of the Project and acceptance by Metrolinx (in respect construction work being performed on infrastructure that will be owned by the City, such insurance shall be maintained until the date of acceptance by the City).

(iii) Automobile Liability Insurance

Third party liability insurance coverage for bodily injury, death, damage to property and statutory accident benefits coverage with respect to all vehicles owned, licensed or leased by the Insured with limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence. If the policy is issued pursuant to a government-operated automobile insurance system, the Insured shall provide the parties with confirmation of automobile insurance coverage for all automobiles registered in the name of the Insured.

Any deductibles or self-insured retentions under any insurance policies required to be maintained by Metrolinx shall be the responsibility of Metrolinx. In respect of the wrap-up general liability insurance required under (i) and the builders' all risks course of construction insurance under (ii) above, the City shall be included as an additional named insured and such policies shall provide a waiver of subrogation in favour of the City. In respect of the commercial general liability insurance required under (i) above, if maintained, the City shall be included as an additional insured. Each of the insurance policies required to be maintained hereunder shall be subject to reasonable deductibles, payable by Metrolinx in the event of an insurance claim.

Metrolinx shall deliver or cause to be delivered to the City evidence of the insurance required to be maintained pursuant to the above prior to the commencement of construction of any component of a Project and thereafter within 15 business days following the renewal or replacement of such policy(ies), until substantial completion of construction of such component, without notice or demand. If Metrolinx fails to provide or maintain or cause to provided and maintained insurance as required following 30 business days' notice in writing to Metrolinx, the City shall have the right to provide and maintain such insurance at Metrolinx's cost and Metrolinx shall pay the cost thereof on demand. This shall not be interpreted to relieve Metrolinx of its responsibility to maintain or cause Project Co or the Contractor to maintain the insurance required by this Agreement.

All owner-controlled project-specific insurance policies acquired by Metrolinx or Project Co for construction of the Projects shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the Province of Ontario and have affirmed a Best Financial Strength Rating of at least A- at the time of placement of such insurance. The policies required in (i) and (ii) above shall contain an endorsement requiring the insurer(s) to notify the City in writing, by registered mail, at least sixty (60) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation of the insurance stated herein.

(iv) Professional Liability (Errors & Omissions) Insurance



Metrolinx will cause Project Co, the Contractor or other contractors, subcontractors, consultants, subconsultants and others engaged in the design and engineering work for a Project to obtain and maintain professional liability (Errors & Omissions) insurance for claims alleging from an error, omission or negligent act in the performance of a professional service. Such insurance will have a limit of not less

than one million dollars (\$1,000,000.00) per claim limit and in the policy aggregate, and shall continue in force for a period of not less than twenty-four (24) months from the date of the substantial completion of the work. Such policy shall contain the standard sub-limits and exclusions.

APPENDIX 1

APPROVALS AND REVIEW APPENDIX

CITY OF TORONTO - MASTER LIST OF PERMITS AND APPROVALS

Permits and Approvals ³	Contact Persons Manager / Reviewer					Design Submissions (X represents the time of first design submission. Submission is required at each subsequent milestone)				Comments	Submission Requirements	Application/Permit Fee ⁴	
	Metrolinx Capital Transit Program					10% Conceptual Design	30% Preliminary Design	100% Detailed Design	100% Final Design				Tender Ready
	Scarborough	North York District	Toronto-East York District	Etobicoke York									
A1.0	CITY PLANNING												
A1.1	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study		X	X	X	X	It is strongly recommended to apply for PPR/PAL to ensure that property is subject to site plan control approval and that the proposal complies with zoning by-law 	As per Building Toronto Together, A Development Guide http://www.toronto.ca/developing-toronto/development_guide.htm	http://www.toronto.ca/planning/pdf/a111planning_fees_sign.pdf
A1.2	Same as above	Same as above	Same as above	Same as above	Same as above	X	X	X	X	X		As per Building Toronto Together, A Development Guide  http://www.toronto.ca/developing-toronto/development_guide.htm	No charge.
A1.3	Manager, C of A	Denise Rundie, Manager, C of A	Anita McLeod, Manager, C of A	Susanne Pringle, Manager, C of A	Susanne Pringle, Manager, C of A		X	X	X	X	If a proposal to alter a property does not conform with the zoning by-law, you must apply for an amendment (via zoning by-law amendment or minor variance). Minor variances are used for issues such as small changes to building setback or parking requirement.	As per Building Toronto Together, A Development Guide http://www.toronto.ca/developing-toronto/development_guide.htm	http://www.toronto.ca/planning/pdf/a111planning_fees_sign.pdf
A1.4	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study		X	X	X	X	If a proposal to alter a property does not conform with the zoning by-law, you must apply for an amendment (via zoning by-law amendment or minor variance). Zoning by-law amendments are used for major revisions to the by-law such as land use changes or significant increases in permitted building heights and development densities.	As per Building Toronto Together, A Development Guide http://www.toronto.ca/developing-toronto/development_guide.htm	http://www.toronto.ca/planning/pdf/a111planning_fees_sign.pdf
A1.5	Manager, C of A	Denise Rundie, Manager, C of A	Anita McLeod, Manager, C of A	Susanne Pringle, Manager, C of A	Susanne Pringle, Manager, C of A		X	X	X	X	If a proposal wishes to divide an existing lot into more than one property, the Consent to Serve Property is required. Application process is the same as A1.2.	As per Building Toronto Together, A Development Guide http://www.toronto.ca/developing-toronto/development_guide.htm	http://www.toronto.ca/planning/pdf/a111planning_fees_sign.pdf
A1.6	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study	Loma Day, Manager, ESC Planning Study		X	X	X	X	If a proposal wishes to use, alter, or develop a property in such a way that does not conform with the Official Plan, you must apply for a site specific official plan amendment.	As per Building Toronto Together, A Development Guide http://www.toronto.ca/developing-toronto/development_guide.htm	http://www.toronto.ca/planning/pdf/a111planning_fees_sign.pdf
A1.7	Same as above	Same as above	Same as above	Same as above	Same as above	X	X	X	X	X	Approval from Heritage Preservation Services (HPS): City Planning is required when a property is listed on the City's Inventory of Heritage Properties or if it has been identified as a cultural heritage resource through the Environmental Assessment process. HPS advises City Council and other City departments on development applications such as building permits, Site Plan Approval, Zoning Bylaws, and the Official Plan. If a property is designated under Part IV or Part V of the Ontario Heritage Act, proposed alterations or demolition may require a decision from City Council via HPS staff reports written for the Toronto Preservation Board, Community Council and Council. (Heritage Preservation Approvals will be handled through the Site Plan Process.)	Heritage Impact Statement Included in fees for planning applications	
A1.8	Susan Hughes, Supervisor of Archaeology, City Planning	Susan Hughes, Supervisor of Archaeology, City Planning	Susan Hughes, Supervisor of Archaeology, City Planning	Susan Hughes, Supervisor of Archaeology, City Planning	Susan Hughes, Supervisor of Archaeology, City Planning		X	X	X	X	Required when a Stage I Archaeological Assessment specifies the need for a Stage II Assessment. This would be identified in the Environmental Assessment. (Both the City Heritage Preservation Services and the Province review these assessments, when they are required. The City's review is part of the Site Planning process.)	Stage II Archaeological Assessment. Included in fees for planning applications.	

Page 1 of 5
 Issued: November 27, 2012
 1. Based on complete application and amendments.
 2. Fees are subject to change.
 3. Errors and omissions excluded. The City reserves the right to request additional information.

CITY OF TORONTO - MASTER LIST OF PERMITS AND APPROVALS

Permits and Approvals		Contact Persons Manager / Reviewer					Design Submissions (X represents the time of first design submission. Submission is required at each subsequent milestone)					Comments	Submission Requirements	Application/Permit Fee	
		Scarborough	North York District	Toronto-East York District	Eioblooke York	10% Conceptual Design	30% Preliminary Design	60% Detailed Design	100% Final Design	Tender Ready					
A. Permits Required from City of Toronto															
TORONTO BUILDING															
A2.0	Retaining Wall Permit and Shoring Permit	Gene Lee - Manager, Plan Review - Scarborough District	Megda Ishak - Manager, Plan Review - North York District	Peter Au - Manager, Plan Review or Wide Tam - Manager, Plan Review - Toronto & East York District	Tim Crawford - Manager, Plan Review - Eioblooke York District						X	X			
A2.1	Building Permit	Same as above	Same as above	Same as above	Same as above						X	X			
A2.2	Preliminary Project Review (PPR) or Zoning Compliance Certificate(ZCC)	Same as above	Same as above	Same as above	Same as above	X	X								
A2.3	Demolition Permit	Same as above	Same as above	Same as above	Same as above						X	X			
A2.4	Site Services Permit	Same as above	Same as above	Same as above	Same as above						X	X			
A2.5	Heating, Ventilation, Air Conditioning Permit	Same as above	Same as above	Same as above	Same as above						X	X			
A2.6	Plumbing Permit	Same as above	Same as above	Same as above	Same as above						X	X			
A2.7	Sign Permit/Sign Variance Permit	Ted Van Vliet Manager, Sign Unit	Ted Van Vliet Manager, Sign Unit	Ted Van Vliet Manager, Sign Unit	Ted Van Vliet Manager, Sign Unit										

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CITY OF TORONTO - MASTER LIST OF PERMITS AND APPROVALS

Permits and Approvals ³	Contact Persons Manager/Reviewer				Design Submissions (X represents the time of final design submission. Submission is required at each subsequent milestone)				Comments	Submission Requirements	Application/Permit Fee ¹	
	Metrolinx Rapid Transit Program				10% Conceptual Design	30% Preliminary Design	60% Detailed Design	100% Final Design				Tender Ready
	Scarborough	North York District	Toronto-East York District	Eglinton York								
A. Permits Required from City of Toronto												
PARKS, FORESTRY & RECREATION												
A3.0	Preliminary Report Review (Arborist Report including Tree Protection Plan)											
A3.1	Michael McClellan - Supervisor - Tree Protection and Plan Review	Harold Moffatt - Supervisor - Tree Protection and Plan Review	Mark Ventresca - Supervisor - Tree Protection and Plan Review	Peter Dymitrasz - Supervisor - Tree Protection and Plan Review	X	X	X	X	X	Arborist report (Guidelines for Completion of an Arborist Report http://www.toronto.ca/trees/pdfs/arboristreportguidelines.pdf). Tree protection plan.	See Below.	
A3.2	Remove Healthy City-Owned Tree Permit	Michael McClellan - Supervisor - Tree Protection and Plan Review	Harold Moffatt - Supervisor - Tree Protection and Plan Review	Mark Ventresca - Supervisor - Tree Protection and Plan Review	Peter Dymitrasz - Supervisor - Tree Protection and Plan Review		X	X	X	Permit required to remove or injure any city-owned trees (including Parkland). Requires satisfactory Arborist Report (Urban Forestry will review Arborist Report once it's available even if team is not ready to apply for permit). This report will show appropriate Tree Protection Zones around trees being preserved in accordance with the City's Tree Protection Policy and Specifications for Construction Near Trees. A proposed street tree planting plan will also be required. An agreement for Contractors to perform Arboricultural Services on City owned trees is required to be completed for each of the sites where there will be removal of City-owned trees and any necessary pruning by qualified Arborists to facilitate equipment or building structures. Posting of signage for no less than 14 days and Councilor consultation is also a requirement.	An application to remove healthy city trees (all diameters) is \$300 per tree. http://www.toronto.ca/trees/pdfs/CityTreeApplicationForm.pdf	
A3.3	Injure or Destroy Trees on Private Property Permit	Michael McClellan	Harold Moffatt	Mark Ventresca	Peter Dymitrasz		X	X	X	Permit required to remove or injure trees that are 30cm dbh and greater on private property. Requires satisfactory Arborist Report (Urban Forestry will review Arborist Report once it's available even if team is not ready to apply for permit). This report will show appropriate Tree Protection Zones around trees being preserved in accordance with the City's Tree Protection Policy and Specifications for Construction Near Trees. A proposed street tree planting plan will also be required. An agreement for Contractors to perform Arboricultural Services on City owned trees is required to be completed for each of the sites where there will be removal of City-owned trees and any necessary pruning by qualified Arborists to facilitate equipment or building structures. Posting of signage for no less than 14 days and Councilor consultation is also a requirement.	An application to destroy or injure private trees that meet the criteria of the City's Tree Bylaw (trees that are a minimum of 30cm in diameter at 1.4 metres in height) is \$300 per tree http://www.toronto.ca/trees/pdfs/PrivateTreesBylawInfoSheetandPermitApplication.pdf	
A3.4	Parks Access Agreement	Contact the Park Supervisor for specific park. Telephone 416-392-1918 (Toronto & East York District), 416-394-2477 (Eglinton York District), 416-392-7256 (North York District), 416-396-4861 (Scarborough District) or Access Toronto (416-338-0338)			Depends on when proponent needs access to the park.				Required for any preliminary work located in City of Toronto parks property (i.e. borehole, stage II archaeological). Proponent responsible for all utility locates in parks. Estimated time for review of application and issuance of permit is the same at all stages.	Park Access Agreement form provided by Park Supervisor. Proof of insurance must be provided as part of submission. Park Supervisor provides Confirmation Letter, including special conditions and requirements as part of approval.	No Application Fee, but Performance Bond and/or Damage Deposit may be requested. Value determined by potential damage to parkland as a result of occupation and use.	

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CITY OF TORONTO - MASTER LIST OF PERMITS AND APPROVALS

Permits and Approvals ¹	Contact Persons Manager / Reviewer				Design Submissions ²					Comments	Submission Requirements	Application/Permit Fee ³				
	North York District				[X represents the time of first design submission. Submission is required at each subsequent milestone]											
	Scarborough	North York District	Toronto-East York District	Elobloche York	10% Conceptual Design	30% Preliminary Design	60% Detailed Design	100% Final Design	Tender Ready							
A. Permits Required from City of Toronto																
A4.5	Injure or Destroy Trees and/or Alter Grade in Ravine and Natural Features Protection bylaw area				Norman DeFreaye, Supervisor, Ravine & Natural Feature Protection	Norman DeFreaye, Supervisor, Ravine & Natural Feature Protection	Norman DeFreaye, Supervisor, Ravine & Natural Feature Protection	Norman DeFreaye, Supervisor, Ravine & Natural Feature Protection	X	X	X	X	Permit required to injure or remove any tree or place or dump fill or alter grade of land within Ravine and Natural Feature Protected areas. Requires satisfactory Arborist Report for all trees, on both public and private property, within 12 m of any construction activity (Urban Forestry will review Arborist Report once it's available even if team is not ready to apply for permit). This report will show appropriate Tree Protection Zones around trees being preserved in accordance with the City's Tree Protection Policy and Specifications for Construction Near Trees. A proposed compensation planting plan will also be required.	Tree protection plan; Planning or naturalisation plan; Drawings; end Technical support documents	No application fee associated with the permit application under Chapter 658 (Ravine and Natural Feature Protection). http://www.toronto.ca/trees/ravines/	
A4.0	TRANSPORTATION SERVICES															
A4.0A	Road Cut Permit - Major Construction (Civil Works and Utility Relocations)				Joe Medeiros, -Supervisor - Right-of-Way Utility Cut Repair					X			Cut permit required for preliminary work (boreholes) and also major construction works (utility relocation, excavation, etc.) The appropriate District Work Zone Coordinator must be consulted prior to permit issuance.			
A4.1																
A4.1.1	Enbridge Gas Distribution															
A4.1.2	Toronto Hydro															
A4.1.3	Bell Canada															
A4.1.4	Telus															
A4.1.5	Bell 360 Networks															
A4.1.6	Rogers Communication Inc.															
A4.1.7	Cogeco Data Services															
A4.1.8	AllStream															
A4.1.9	Toronto Technical Services (Sewer and Water Works)															
A4.2	Temporary Street Occupancy Permit				Joe Medeiros -Supervisor - Right-of-Way Utility Cut Repair					X			Required for any work to be completed within City of Toronto roadways that does not cut the road (i.e. lane closers required to conduct survey work - invert elevations). The appropriate District Work Zone Coordinator must be consulted prior to permit issuance.			
A4.3	Permanent Closure of a Public Thoroughfare				Laurie Robertson, Coordinator - Public Lanes				X	X	X	X	Require an approval from City Council to "stop up and close" a public lane (permanently) when a property is needed for a station facility. A preliminary meeting with staff is required before a formal application is submitted for processing.	Submission package should include: - a written request from the applicant outlining the proposed development of the site; - a fully dimensioned sketch/drawing showing the public lane lands required to be closed.	No charge	
A4.4	Site Access Permit				Martin Maguire, Manager - Transit Projects							X				\$889.04/application
A4.5	Traffic Impact Assessment and Management Report				Martin Maguire, Manager - Transit Projects				X	X	X	X	Additional review requirements.			

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CITY OF TORONTO - MASTER LIST OF PERMITS AND APPROVALS

Permits and Approvals ¹	Regulatory Based Transit Program					Comments	Submission Requirements	Application/Permit Fees ²					
	Contact Persons Manager/Reviewer		Design Submissions (X represents the time of first design submission. Submission is required at each subsequent milestone)										
	Scarborough	North York District	Toronto-East York District	Etobicoke York	10% Conceptual Design				30% Preliminary Design	60% Detailed Design	100% Final Design	Tender Ready	
A. Permits Required from City of Toronto													
A5.0	MUNICIPAL LICENSING AND STANDARDS												
A5.1	Noise Bylaw Exemption Permit		Rudi Czekaia - Manager - Policy & Planning Services			N/A						No submission required.	No charge.
A5.2	Noise Bylaw Amendment		Rudi Czekaia - Manager - Policy & Planning Services			N/A						No submission required	No charge
A6.0	TECHNICAL SERVICES												
A6.1	Design Submission Review		Avi Bachar - Manager, Third Party Review - Portfolio Management and Support			X	X	X	X	X		Submission package should include: - Engineering drawings and reports in accordance with the City's design standards and criteria for relocation and protection of all City infrastructure impacted by the proposed third party works. - Hydrology/Stormwater management report. - Response to the previous review comments. - Additional review requirements.	Through staff cost recovery model.
A6.2	Sewage Works Approval (Transfer of Review Program)		Avi Bachar - Manager, Third Party Review - Portfolio Management and Support				X	X	X	X		Submission package should include: - Plans and drawings.	City Documents and Submittal Package
A6.3	Watermain Approval (Drinking Water Works Permit)		Avi Bachar - Manager, Third Party Review - Portfolio Management and Support					X	X	X		Submission package should include: - Plans and drawings.	\$2,300/application.
A7.0	TORONTO WATER												
A7.1	Sewer Use Permit for Discharge of Groundwater in Sewer		Cora Matthews - Engineer, TW Business Operations Management, Environment Monitoring & Protection - TW Business Operations Management										2012 rate is \$1.419/cu.m. discharge (no application fee).
A7.2	Water and Sanitary Sewer Connections		Frank Trinchini - Manager Contract Services - TW District Operations									Application plus 15 sets of approved site plans indicating all required water and sewer service connections, relocations and disconnections affected by new works.	2012 Fees based on actual cost of work to be provided by TW as obtained via RFC plus 15% administration fee plus applicable permanent road restoration charges.
A7.3	Hydrant Use Permit		Rob Gillis - Manager, District Operations Scarborough District - TW District Operations Derek Thomas - Operations North York District - TW District Operations Elio Buccella - Manager, District Operations Toronto & East York District - TW District Operations Joe Cirillo - Manager, District Operations Etobicoke York District - TW District Operations									No design submission required.	\$150 fee per hydrant; \$100 flat rate if using <50m ³ or Minimum \$500 deposit for metering of hydrant.

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 2. Fees are subject to change.
 3. Errors and omissions excluded. The City reserves the right to request additional information.

APPENDIX 2
STANDARDS AND GUIDELINES

Metrolinx Rapid Transit Program

Municipal Standards

City Planning

a) **Streetscape Manual**

<http://www.toronto.ca/planning/urbdesign/streetscape/instructions.htm>

<http://wx.toronto.ca/inter/plan/streetscape.nsf/ViewSI?OpenForm&Start=5>

b) **Toronto Green Standard**

<http://www.toronto.ca/planning/environment/greendevlopment.htm>

(Low-Rise Non-Residential)

December 2012

Green Standard

http://www.toronto.ca/planning/environment/pdf/lr_nonres_tech.pdf

Checklist

http://www.toronto.ca/planning/environment/pdf/checklist_lr_nonres.pdf

Site Statistics Template

http://www.toronto.ca/planning/environment/pdf/template_lr_nonres_22march.pdf

(Low-Rise Residential)

Green Standard

http://www.toronto.ca/planning/environment/pdf/lr_res_tech.pdf

Checklist

http://www.toronto.ca/planning/environment/pdf/checklist_lr_res.pdf

Site Statistics Template

http://www.toronto.ca/planning/environment/pdf/template_lr_res_22march.pdf

(Mid-High Rise – any use)

Green Standard

http://www.toronto.ca/planning/environment/pdf/mr_hr_tech.pdf

Checklist

http://www.toronto.ca/planning/environment/pdf/checklist_mid-high.pdf

Site Statistics Template

http://www.toronto.ca/planning/environment/pdf/template_mid-high_22march.pdf

c) **Vibrant Streets – Toronto's Coordinated Street Furniture Program (adopted by Council)**

http://www.toronto.ca/involved/projects/streetfurniture/pdf/vibrant_streets.pdf

July 2012

d) **Design Guidelines for Greening Surface Parking Lots (Draft)**

November 2007

http://www.toronto.ca/planning/urbdesign/pdf/greening_parking_lots_dg_update_16nov07.pdf

e) **City of Toronto Accessibility Design Guidelines**

http://www.toronto.ca/diversity/pdf/accessibility_design_guidelines.pdf

April 2004

f) **Percent for Public Art Program Guidelines**

http://www.toronto.ca/planning/urbdesign/public_art_guidelines.htm

g) **Avenues & Mid-Rise Buildings Study**

<http://www.toronto.ca/planning/pdf/midrise-FinalReport.pdf>

May 2010

- h) Tall Building Guideline (Yonge/Eglinton Intersection)
http://www.toronto.ca/planning/urbdesign/pdf/tallbuildings_udg_aug17_final.pdf June 2006
- i) Shade Guidelines
http://www.toronto.ca/health/resources/tcpc/pdf/shade_guidelines.pdf July 2010
- j) Official Plan
http://www.toronto.ca/planning/official_plan/pdf_chapter1-5/chapters1_5_dec2010.pdf December 2010
- k) Secondary Plan
Scarborough ScDistrict
- 1) Agincourt Secondary Plan – (Sheppard LRT, to be resumed)
Etobitocke District
- 2) Etobicoke Centre Secondary Plan - (Kipling Mobility Hub)
http://www.toronto.ca/planning/official_plan/pdf_secondary/12_etobicoke_centre_dec2010.pdf
- 3) Etobicoke Centre Public Space & Streetscape Plan - (Kipling Mobility Hub)
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2011.EY11.8>
- 4) Emery Village Secondary Plan - (Finch LRT)
http://www.toronto.ca/planning/official_plan/pdf_secondary/26_emery_village_dec2010.pdf
- 5) Weston 2021 Revitalization Initiative - (Eglinton Crosstown LRT, Mount Dennis Mobility Hub)
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2012.EY13.3>
North York District
- 6) York University Secondary Plan – Draft (York University, Steeles West) April 2009
<http://www.toronto.ca/legdocs/mmis/2009/ny/bgrd/backgroundfile-20805.pdf>
- 7) North York Centre Secondary Plan - (North York Centre, Yonge Sheppard, Yonge Finch)
http://www.toronto.ca/planning/official_plan/pdf_secondary/8_north_york_centre/8_north_york_centre_dec2010.pdf
- 8) North York Centre - (North Yonge Street Land Use Study currently underway)
http://www.toronto.ca/planning/yonge_north.htm
- 9) North York Center - (South Service Road EA to be initiated this year: consultant selection stage)
- 10) Central Don Mills Secondary Plan - (Don Mills LRT)
http://www.toronto.ca/planning/official_plan/pdf_secondary/24_central_don_mills_june2006.pdf
- 11) Sheppard Subway Secondary Plan - (Don Mills and Sheppard, Sheppard East LRT,)
http://www.toronto.ca/planning/official_plan/pdf_secondary/9_sheppard_subway_dec2010.pdf
- 12) Parkway Forest Context Plan - (Sheppard East LRT)
<http://www.toronto.ca/legdocs/mmis/2007/ny/bgrd/backgroundfile-4953.pdf>
- 13) Central Finch Secondary Plan - (Finch LRT)
http://www.toronto.ca/planning/official_plan/pdf_secondary/22_central_finch_area_dec2010.pdf
Toronto East York District
- l) Heritage Study
- m) Infill Townhouse Guidelines
<http://www.toronto.ca/planning/urbdesign/infilltownhousing.htm>
- n) Guidelines for the Design and Management of Bicycle Parking Facilities
http://www.toronto.ca/planning/pdf/bicycle_parking_guidelines_final_may08.pdf May 2008

Technical Services

- a) The City of Toronto's Standard Construction Specifications & Drawings for Sewers, Watermains and Roads
http://www.toronto.ca/calldocuments/conspecs_roads.htm November 2010
(Standard Construction Specifications & Drawings for Roads)
T1 - Toronto Construction Specifications for Roadworks
T2 - Toronto Standard Drawings for Roadworks
T3 - Adopted OPS Specifications for Roads
T4 - Adopted OPS Drawings for Roads
http://www.toronto.ca/calldocuments/conspecs_water.htm November 2010
(Standard Construction Specifications & Drawings for Sewers and Watermains)
W1 - Toronto Construction Specifications for Sewers and Watermains
W2 - Toronto Standard Drawings for Sewers and Watermains
W3 - Adopted OPS Specifications for Sewers and Watermains
W4 - Adopted OPS Drawings for Sewers and Watermains
Sewer Rehabilitation Specification
Sewer and Watermain Material Specifications April 2011
- b) Capital Works Project Procurement & Administration Procedures Manual September 2011
http://insideto.toronto.ca/techserv/cwp/cwp_manual_sep2011.pdf
- c) Field Services Manual 2nd Edition, May 2009
<http://insideto.toronto.ca/techserv/spqa/fsm/pdf/binder.pdf>
- d) Contract Administration Manual 1st Edition, June 2010
http://insideto.toronto.ca/techserv/spqa/cam/pdf/contract_administration_manual_full_download.pdf
- e) DES – CADD Specification Manual 1st Edition, July 2010
http://insideto.toronto.ca/techserv/spqa/cadd/pdf/des-cadd_specification_manual-binder.pdf

Development Engineering

- a) Municipal Infrastructure Agreement – Sample



MIA_Nov 16
2010.dotx

- b) Standard Subdivision Agreement



CITY SUBDIVISION
AGREEMENT Nov 7_;

Toronto Water

- a) Design Criteria for Sewers & Watermains 1st Edition, November 2009
http://insideto.toronto.ca/techserv/spqa/dcsww/pdf/toronto_sewer_watermain_design_manual.pdf
- b) Basement Flooding General Information
http://www.toronto.ca/water/pdf/basementflooding_generalinformation.pdf (information only)

- c) **Wet Weather Flow Management Guidelines** November 2006
http://www.toronto.ca/water/protecting_quality/wwfmp/pdf/wwfm_guidelines_2006-11.pdf
- d) **Wet Weather Flow Management Policy** August 2003
http://www.toronto.ca/water/protecting_quality/wwfmp_guidelines/pdf/wwfmp_policy.pdf
- e) **City of Toronto Wet Weather Flow Management Master Plan**
- | | | | | |
|---|---|---|---|---|
|  |  |  |  |  |
| Area 1
ExecutiveSummary fil | Area 2 Section 1.pdf | Area 3 Executive
summary.pdf | Area 4 Executive
Summary July 2003.p | Area 5 Wet weather
flow management ma |
- f) **List of Combined Sewer Overflow (CSO)/Stormwater Control Alternatives** July 2003
http://www.toronto.ca/involved/projects/archived/wwfmp_archive/pdf/cso/complete_report.pdf
- g) **Storm Water Management Options for Roadway Reconstruction Projects** Draft, June 2005
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SWM GUI1.pdf
- h) **Water Supply By-law (Toronto Municipal Code, Chapter 851)** July, 2010
- 
By-Law
1184_851.pdf
-
- i) **Sewers By-law (Toronto Municipal Code, Chapter 681)** July, 2010
- 
By-Law
1184_681.pdf
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- j) **Water Servicing and Metering Manual** 1st Edition, September 2011
http://insideto.toronto.ca/techserv/spqa/wsmm/pdf/meter_manual_portfolio.pdf

Transportation Services

- a) **City of Toronto Municipal Consent Requirements** July 2012
<http://www.toronto.ca/engineering/mcr/>
- b) **Pavement Structural Design Guideline Summary** November 30, 2006
http://insideto.toronto.ca/techserv/spqa/pavement/pavement_structural_design_summary.pdf
- c) **Specifications for Traffic Control Devices** January 2012
<http://www.toronto.ca/calldocuments/tcd/index.htm>
- d) **Accessibility Design Guidelines** April 2004
http://www.toronto.ca/diversity/pdf/accessibility_design_guidelines.pdf

Parks, Forestry & Recreation

- a) **Tree By-law (Toronto Municipal Code, Chapter 813, City Street Tree & Private Tree)** January 2008
http://www.toronto.ca/legdocs/municode/1184_813.pdf
- b) **Tree Protection Policy and Specifications for Construction Near Trees** July 2010
<http://www.toronto.ca/trees/pdfs/TreeProtSpecs.pdf>
- c) **Ravine and Natural Feature Protection By-law (Toronto Municipal Code, Chapter 658)**

- http://www.toronto.ca/legdocs/municode/1184_658.pdf May 2007
- d) Filling and Grading By-law (former City of Toronto, Chapter 184)
<http://www.toronto.ca/trees/pdfs/municipalcodechapter184.pdf> March 1995
- e) Filling and Grading By-law (former City of Etobicoke)
<http://www.toronto.ca/trees/pdfs/municipalcodechapter184.pdf> March 1995
- f) Parks By-law
http://www.toronto.ca/legdocs/municode/1184_608.pdf August 2010
- g) Tree Protection Policy and Specifications for Construction near Trees
<http://www.toronto.ca/trees/pdfs/TreeProtSpecs.pdf> July 2010
- h) Information About: The Agreement for Contractors to Perform Arboricultural services on City Owned Street Streets
June 2010
http://www.toronto.ca/trees/pdfs/contractor_services_agreement_information.pdf
- i) Removal of Crab Apple Trees that are Situated on City Road Allowance Policy
<http://www.toronto.ca/trees/pdfs/CrabappleRemovalPolicy.pdf> April 2009
- j) Maintenance of Street Trees which are less than 50% on City Property (City/Private Boundary Line Trees) Policy
- k) Bees, Wasps and Hornets Nests In Trees Policy
<http://www.toronto.ca/trees/pdfs/BeesWaspsHornetsPolicy.pdf> July 2010
- l) Termite Policy
http://www.toronto.ca/trees/pdfs/Termite_policy.pdf March 2006
- m) Tree Azin Injection Policy
<http://www.toronto.ca/trees/pdfs/TreeAzinInjectionPolicy.pdf>

Public Consultation Unit

- a) Notification Guide for Design and Construction Projects January 2011



notification_guide_in
terim.pdf

APPENDIX 3

SUBMISSIONS CHECKLIST

[To be appended when finalized]

SCHEDULE C

PUBLIC COMMUNICATIONS AND PUBLIC ENGAGEMENT PROTOCOL

SCHEDULE C

PUBLIC COMMUNICATIONS & PUBLIC ENGAGEMENT PROTOCOL

GENERAL

- Metrolinx is responsible for developing and delivering four LRT transit projects in the City of Toronto: Eglinton-Scarborough Crosstown, Scarborough RT replacement, Sheppard East and Finch West. The scope of this protocol is restricted to the four LRT transit projects described in Schedule E (the "LRT Projects")
- Metrolinx is responsible for all communications related to the LRT Projects, with the exception of communications dealing with (i) the interaction of the LRT Projects and existing transit operations, facilities and services, which will be managed jointly with the City and TTC, and (ii) the provision of City Infrastructure which will be managed with the City,
- Metrolinx, the City and the TTC will create a positive, constructive working relationship and will deliver communications products and public engagement services and activities that will:
 - Provide for timely, open, transparent, effective, consistent and pro-active communications with the public and elected officials;
 - Foster and maintain positive and constructive relationships with communities, agencies and businesses that may be impacted by decisions regarding the scope of each transit project and its construction;
 - Build trust and maximize public understanding and support for these transit initiatives; and
 - Promote effective consultation with one another, with local councillors, and with all others that may have an interest in, or be affected by the LRT Projects (the "stakeholders").

PRINCIPLES

- Metrolinx will ensure that local councillors, residents, businesses and all other stakeholders receive timely and accurate information.
- Metrolinx will retain appropriately trained staff to provide detailed information about the LRT Projects using all communications media including the internet, print, mail and advertising.
- Metrolinx will maintain, at its own expense, at least one store-front community liaison office along each of the LRT Project routes, which offices will be open sufficient hours and will be adequately staffed to meet the needs of the communities affected by each LRT Project.
- Metrolinx will develop a detailed communications and community engagement plan and program designed to mitigate disruption to affected local communities and maximize public support for the LRT Projects.

- The timely sharing and exchange of accurate information and routine consultation between Metrolinx, the City and the TTC are essential to providing effective public communications and public engagement opportunities.
- Metrolinx will ensure that it works with the City to ensure that comments and complaints received by Toronto 311 can be directed to Metrolinx, and that Metrolinx will respond to them, without delay.
- Metrolinx works that impact TTC operations and customer service will require TTC approval of communications plans to inform the public and customers of the disruption as specified in Schedule H TTC Processes and Approvals Protocol.
- Federal, Provincial or Municipal elections will not cause any impact on the scope or schedule of communications, public engagement and/or consultative work directly related to the construction of the LRT Projects. Such work will continue to be carried out by Metrolinx, notwithstanding any changes in Federal, Provincial or Municipal government.
- Nothing contained in this Protocol will restrict the ability of the City or the TTC to communicate independently from Metrolinx about the LRT Projects.

SIGNAGE

- All signage that is displayed during the construction period of each LRT Project will conform to the signage standards applied by the City. Furthermore, all signage that is displayed in or on City or TTC property will be approved in writing in advance by the City or the TTC as applicable.
- City and TTC corporate identification, including logos, will not be included in communications issued by Metrolinx except with the prior written approval of the City or TTC.

JOINT METROLINX-CITY COMMUNICATIONS GROUP

- Metrolinx and the City will each appoint one representative, and other staff as required, to a Metrolinx-City Communications Group.
- The Metrolinx-City Communications Group will meet monthly or more frequently if requested by any party, to share information, discuss community relations updates, communications milestones, construction schedules and updates, new and emerging issues, and opportunities for collaboration with respect to communications and consultation.
- TTC will participate in the program communications for issues relating to TTC operation of the new projects.

COMMUNICATIONS MATERIAL

- Metrolinx will develop communications material including brochures, fact sheets, presentations, website and social media content to inform local councillors, the public and all other stakeholders about its progress in planning and constructing the LRT Projects. These materials and methods of communication will be maintained exclusively by Metrolinx, and be copyright or otherwise identified as the product of Metrolinx.

- Any information that is derived from the communications material may be used by the City and the TTC without permission from Metrolinx.
- Communications material shall be in both official languages, and other languages as required. It must use clear and easy to understand language and meet AODA requirements.

COMMUNITY ENGAGEMENT

- Metrolinx community liaison staff will be proactive in providing up-to-date information and in identifying and responding to concerns of businesses and residents directly affected by construction of the LRT Projects. In this regard, Metrolinx will establish and maintain a process to record and track the response to inquiries received from local councillors, the public, residents, local businesses and other stakeholders. Metrolinx will:
- Maintain accessible and transparent communications and engagement processes on all matters pertaining to the LRT Projects, and will comply with best-practices for seeking public comments, including where such best practices exceed the minimum standard prescribed for an amendment to the approved Environmental Assessment report (if applicable).
- Seek community feedback at key design milestones and incorporate such feedback into plans where feasible.
- Develop and use websites devoted to providing up-to-date information to all stakeholders on the development of each LRT Project, including information on all opportunities for further public engagement and providing opportunities for feedback directly through the website.
- Use and monitor social media as additional communications tools to reach stakeholders and address questions and concerns.
- Continue to work and communicate with community groups, local councillors, BIAs and other stakeholders. Form construction liaison groups, including community representatives, local business and local councillors and other stakeholders, to discuss construction timing, impacts and mitigation measures as required throughout the progress of each LRT Project
- Hold regular briefings for local councillors and their staff.

MAJOR ANNOUNCEMENTS/EVENTS

- The Metrolinx-City Communications Group will develop a protocol for issues management and crisis communications to share information and coordinate messaging to ensure the public is properly informed. The protocol will be reviewed periodically to ensure it is effective in meeting the needs of all stakeholders. TTC will be involved in issues management and crisis communications related to issues involving the interchange stations and impacts on TTC operations.
- Metrolinx will be responsible for the coordination of major announcements and media events related to the LRT projects and will adhere to established protocols with Provincial partners. Metrolinx will collaborate with the City and the TTC in scheduling all major announcements and media events.

- When Metrolinx and the City agree to develop joint communications for major announcements, all communications to the public should be prepared on letterhead identifying the parties and include all logos. Metrolinx and the City shall receive equal prominence in all joint releases.

SCHEDULE D

DISPUTE RESOLUTION PROTOCOL

SCHEDULE D

DISPUTE RESOLUTION PROTOCOL

1. Definitions:

In this Dispute Resolution Protocol, words with initial capitals shall have the following meanings:

“Dispute” means any dispute between any Parties to this Agreement pertaining to Incremental Costs, if any, resulting from the interpretation of the City Standard and the TTC Standard to be resolved by this Dispute Resolution Protocol in accordance with the provisions of Section 2.7 of the Master Agreement.

“Dispute Review Board” means collectively, the individuals selected by the Parties from the Panel.

“Notice of Referral” means a notice in writing from a Party to each member of the Program Committee with a copy to each other Party specifying the nature of the Dispute with reasonable particularity and the relief or remedy sought.

“Panel” means the individuals shown on the attached Exhibit 1, as such list of individuals is amended from time to time with the consent of the Parties.

2. Principles:

(a) The Parties will endeavour to remedy or resolve Disputes in good faith by amicable negotiations and to facilitate a resolution. Each Party shall provide frank, candid and timely disclosure of relevant facts, information and documents. The Parties agree that all Disputes will be resolved in accordance with this Dispute Resolution Protocol, subject to the provisions of Section 2.7 of the Master Agreement, and that they will not have recourse to the courts or to any other form of dispute resolution in respect of any such Dispute.

(b) No action or failure to act by a Party shall constitute a waiver by such Party of a Dispute nor shall any such action or failure to act constitute an approval or acquiescence in respect of a Dispute except as agreed to in writing or resolved in accordance with this Dispute Resolution Protocol.

(c) Construction and other work and activities shall continue during the subsistence and pending the resolution of a Dispute.

(d) The Parties agree that timely resolution of any Dispute is mutually beneficial and that, accordingly, the time limits set out herein will be strictly enforced unless otherwise agreed to by all Parties.

3. The Panel and the Dispute Review Board:

(a) Attached as Exhibit 1 is a list of individuals, each of whom is an independent, impartial, neutral, qualified and experienced professional, knowledgeable and experienced in the design and construction matters pertaining to the Program, has either technical, legal, contractual or procedural

skills and expertise, and who has provided the Parties with a written statement that he/she has no interest, financial or otherwise, in the Program or in the business and affairs of any of the Parties or in any contractor or consultant retained by or on behalf of Metrolinx in respect of the Program. Any Party may add or delete an individual from the Panel from time to time with the consent of the other Parties.

(b) Upon execution of the Master Agreement, Metrolinx shall select one individual from the Panel, the City and the TTC shall select one individual from the Panel, and the two individuals so selected shall select a third individual from the Panel, which three individuals collectively shall constitute the Dispute Review Board. If within a reasonable time after execution of the Master Agreement, a Party fails to select an individual, as required, any Party may request a judge of the Ontario Superior Court of Justice to select such individual from the Panel, and the individuals so selected collectively shall constitute the Dispute Review Board. Such individuals shall constitute the Dispute Review Board provided however that:

(i) any Party may replace the individual selected by it with another individual selected from the Panel or otherwise agreed to by the Parties, with the consent of the other Parties; and

(ii) if an individual resigns, is unavailable or fails to carry out his/her duties and responsibilities as required, the Party who selected such individual will replace him/her with another individual selected from the Panel.

(c) Each individual so selected from time to time and constituting the Dispute Review Board shall enter into an agreement substantially in the form of the agreement attached as Exhibit 2.

(d) The Dispute Review Board is intended to be knowledgeable about the progress of design, construction and other pertinent matters including major developments regarding the Program and for such purpose will be provided with such documents, material and information from time to time and on an on-going basis in order to keep it informed and up-to-date and better able to deal with Disputes when they arise expeditiously and effectively. In addition to the foregoing, brief status meetings and site tours will be held on a regular basis.

(e) In addition to the primary function of the Dispute Review Board as set out in Section 5, the Dispute Review Board, at the request of the Parties, may provide informal advice and solutions on potential disputes.

4. Referral to Program Committee:

Disputes shall be referred to the Program Committee by any Party delivering a Notice of Referral to the Program Committee, and the Parties shall not have recourse to the courts or otherwise in respect of Disputes. The Program Committee shall meet within 3 Business Days of receipt of a Notice of Referral to it and attempt to negotiate a resolution of the Dispute within 10 days (unless a Party notifies the members of the Program Committee and the other Parties that the Dispute must be dealt with on an urgent basis, in which case the Program Committee shall endeavour to resolve the Dispute on an expedited basis). If the Program Committee is unable to resolve the Dispute within the time stipulated above, the Program Committee shall refer the Dispute to the Executive Committee. Deliberations of the Program Committee shall be on an entirely without prejudice basis in any subsequent proceedings, including before the Executive Committee and the Dispute

Review Board. During the subsistence of a Dispute the construction and other work on the Program shall continue uninterrupted.

5. **Referral to Executive Committee:**

The Executive Committee shall meet as soon as possible after the Dispute has been referred to and will attempt to negotiate a resolution of the Dispute within 10 days of the Dispute being referred to it (unless a Party notifies the Executive Committee and the other Parties that the Dispute must be dealt with on an urgent basis, in which case the Executive Committee shall endeavour to resolve the Dispute on an expedited basis). Deliberations of the Executive Committee shall be on an entirely without prejudice basis in any subsequent proceedings, including before the Dispute Review Board. During the subsistence of a Dispute the construction and other work on the Program shall continue uninterrupted.

6. **Referral to Dispute Review Board:**

If the Executive Committee is unable to resolve the Dispute within the time stipulated in Section 5 above, Metrolinx, in its discretion, may refer the Dispute to the Dispute Review Board. The Dispute Review Board shall meet as soon as possible after the Dispute has been referred to it and shall make a determination in respect of the Dispute as quickly as possible but in any event within 30 days and the Dispute being referred to it. The decision of the Dispute Review Board shall be immediately implemented and final and binding upon the Parties, with no appeal or recourse to the courts or to any other dispute resolution process in respect of any such decision. Each Party shall be conclusively deemed to have accepted the decision of the Dispute Review Board and to have expressly waived and released each other Party from any claims in respect of the Dispute.

7. **Procedures and Procedural Matters:**

The following procedures and procedural matters shall apply to the Dispute Review Board and the Parties:

(a) *Jurisdiction:* The Dispute Review Board may rule on its jurisdiction to hear the Dispute (including the scope of the Dispute);

(b) *Date, Time, Place:* The Dispute Review Board shall select the date, time and place of the meetings, with regard to the objective of resolution of the Dispute on an immediate and urgent basis;

(c) *Conduct of Proceedings:* The Dispute Review Board may conduct its investigation and meetings in any manner that it reasonably considers to be appropriate (the rules of evidence are not necessarily applicable), including meeting privately with any Party, but will treat each Party fairly and give each Party an opportunity to present its views regarding the Dispute. Each Party is expected to participate fully and to make full and frank disclosure to the Dispute Review Board, and to provide all relevant information and documents, including information and documents in the possession or control of a Party, as specifically requested by the Dispute Review Board (information and documents may and shall on request be disclosed by the Dispute Review Board to the other Parties);

(d) *Findings of Program Committee:* The determinations and discussions of the Program

Committee in respect of the Dispute shall be disclosed and made available to the Dispute Review Board;

(e) *Legal Representation:* Any Party may be accompanied by legal counsel at meetings between such Party and the Dispute Review Board;

(f) *Expert Witnesses:* The Dispute Review Board may ask questions of any witness or expert witness to assist in and facilitate the resolution of the Dispute but shall not retain any experts unless the Parties consent in writing in advance, and if the Parties so consent and an expert is retained, such expert shall be required to provide a written report/summary of its evidence, which shall be made available to all Parties;

(g) *Interim Decisions:* The Dispute Review Board may make interim decisions pending final resolution of the Dispute;

(h) *Transcripts:* The Dispute Review Board shall determine whether or not its meetings and proceedings shall be transcribed, but if transcribed, copies of the transcripts shall be made available to the Parties;

(i) *Confidentiality:* Unless agreed to in writing by all Parties, the Parties and the Dispute Review Board shall keep confidential all matters, hearings, information and documents disclosed in connection with resolution of the Dispute except where disclosure is necessary to implement a decision or required by law.

(j) *Failure to Cooperate:* If a Party fails to co-operate or comply with the requirements of the Dispute Review Board following written notice of non-compliance by the Dispute Review Board, the Dispute Review Board may make its determination without regard to the evidence of or participation by such Party; and

(k) *Determination:* The decision or determination regarding resolution of a Dispute shall require agreement by a majority of the members of the Dispute Review Board. Any such determination or decision shall be in writing, shall state the reasons upon which it is based, and shall be signed and dated by each member of the Dispute Review Board.

(l) *Costs:* All costs of the Dispute Review Board, including without limitation, expert witness called by it, shall be borne and paid for by the Parties to the Dispute equally.

(m) *Implementation:* A decision or determination of the Dispute Review Board shall be effective and implemented immediately.

(n) *Release:* The Parties will agree to release and save harmless any member of the Dispute Review Board from any liability arising from his/her actions made in good faith in carrying out the prescribed duties, if required.

Exhibit 1

Panel

NOTE: It is intended that each Party initially choose 3 individuals (acceptable to the other Parties) to be on the Panel. Individuals on the Panel may be removed or added from time to time with the consent of the other Parties. The Dispute Review Board will consist of 3 persons (1 chosen by each Party).

Exhibit 2

DISPUTE REVIEW BOARD AGREEMENT

Made the • day of •, 20•.

BETWEEN:

METROLINX
(“Metrolinx”)

and

CITY OF TORONTO
(the “City”)

and

TORONTO TRANSIT COMMISSION
(the “TTC”)

and

**THE MEMBERS OF THE DISPUTE REVIEW BOARD,
WHO ARE SIGNATORIES TO THIS AGREEMENT**
(each a “Member” and collectively the “Members” or the “DRB”)

RECITALS:

A. Metrolinx, City and TTC have entered into a Master Agreement dated • (the agreement including the schedules to it, as amended from time to time, the “**Master Agreement**”) to provide for, inter alia, certain matters pertaining to the design, construction and development of the Projects.

B. In accordance with the provisions of the Master Agreement, a Dispute Resolution Board (“**DRB**”) to assist in and facilitate the avoidance of disputes and the timely and impartial resolution of disputes that are referred to it is required to be constituted from time to time.

C. Each member of the DRB is required to enter into this Dispute Resolution Board Agreement.

D. All terms with initial capitals, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Master Agreement.

FOR VALUABLE CONSIDERATION, the Parties covenant and agree as follows:

1. SCOPE OF WORK

(a) **General:** The DRB shall: (i) stay abreast of developments with respect to the Projects by means of periodic meetings and site visits, review progress reports, meeting minutes and

other job documents and materials provided to it and by other means as mutually agreed by the Parties; and (ii).examine site conditions or specific construction problems relating to an existing or potential dispute, unless such examination is not practical, or, in the judgment of the Parties, would result in delay to the Projects.

- (b) **DRB Operating Procedures:** The individual selected jointly by the Metrolinx appointee and by the City and TTC appointee shall serve as Chair. At its first meeting, the DRB shall establish operating procedures mutually agreeable to the Parties, including administrative duties, content and format of information which may be presented at DRB hearings, conduct of hearings, and invoicing details and procedures. The DRB shall initiate new procedures or modify existing procedures as mutually agreed to by the Parties from time to time in order to facilitate the efficient and expeditious conduct of its work, and shall provide Metrolinx, City and TTC with the operating procedures, including all modified procedures, in written form.
- (c) **Resolution of Disputes:** Upon referral of a dispute to it, the DRB shall schedule and conduct a hearing within the time required by the Master Agreement. When proper evaluation of the dispute requires expertise that is not within the collective experience of the DRB, the DRB shall engage the services of one or more outside consultants as needed to advise it. The DRB shall convene internal meetings as needed to review and discuss the dispute, and to formulate its report, and when the DRB has made a determination in respect of a dispute, the DRB shall issue a timely written report specifying the reasons for its determination (and shall include the report and rationale for any dissenting view). The report shall be signed by each member of the DRB.

2. **SERVICES AND RESPONSIBILITIES:**

- (a). **Responsibilities of the Members:** Each Member is required:
 - (i) to maintain impartiality, avoid conflicts of interest and promptly advise Metrolinx, City, TTC and other members of the DRB upon becoming aware of any development that could be perceived as a conflict of interest;
 - (ii) to keep confidential and not discuss, individually or collectively, issues with Metrolinx, City and TTC, that could possibly be construed as compromising the DRB's ability to impartially resolve future disputes, such as the conduct of work and the resolution of construction problems;
 - (iii) not to express individually or collectively, opinion(s) of merit, in whole or in part, for any potential or other dispute at any time prior to the issue of a report except if an advisory opinion is sought by Metrolinx, City and TTC;
 - (iv) except as required when performing the duties of the Chair or conducting a hearing which any of Metrolinx, City or TTC does not attend, not to communicate with Metrolinx, City or TTC in the absence of the others unless agreed to by Metrolinx, City and TTC;
 - (v) to consider the facts and conditions forming the basis for a referred dispute impartially, and independently and to evaluate the merits based on careful consideration of all circumstances of the dispute and not to: (i) ignore or undermine the clear intent of the Master Agreement, or disregard or alter any

requirements of the Master Agreement or allocation of risk specified therein, or
(ii) supplant or otherwise interfere with the respective rights, authority, duties,
and obligations of Metrolinx, City and TTC as set forth in the Master Agreement;
and

- (vi) to make every effort to reach unanimous recommendations but if this cannot be accomplished, to include written minority recommendations and supporting rationale with its determination.
- (b). **Responsibilities of Metrolinx, City and TTC:** Metrolinx, the City and TTC are required to:
- (i) except for participation in the DRB's activities as provided in the Master Agreement and this DRB Agreement, not to solicit advice or consultation from the DRB or its members on matters that might compromise the DRB's ability to impartially resolve future disputes;
 - (ii) to furnish to each DRB member, one copy of all pertinent documents; and
 - (iii) to cooperate with the DRB to facilitate prevention of disputes and the timely and impartial resolution of disputes.

3. COMMENCEMENT AND COMPLETING DRB ACTIVITIES:

The DRB's jurisdiction under this Agreement shall commence when Metrolinx, the City, the TTC and each Member has executed this Agreement and shall continue until Substantial Completion of the last of the Projects, unless terminated earlier by mutual agreement of Metrolinx, City and TTC. The DRB is required to perform its duties within the time prescribed by and otherwise in accordance with the Master Agreement and the provisions of this Agreement. This Agreement shall survive the termination, resignation or death of any of its members, and on the happening of any such event, a new Member shall be chosen by the Party which selected the Member who resigned, died or is no longer able to act, who shall execute a counterpart of this Agreement and thereby be bound by it. In addition to the foregoing, any of Metrolinx, the City and TTC terminate and replace the member appointed by it, and replace such Member with a new member, in which case the new member so appointed will execute a counterparty of this Agreement and thereby be bound by it.

4. PAYMENT:

The following provisions shall apply to payments to the Members for services hereunder:

- (a) Payments made to the Members shall constitute full compensation for work performed, travel time and services rendered, and for all materials, supplies and incidentals necessary to serve on the DRB.
- (b) Payment for services rendered by the Members shall be at the rate and conditions agreed to between Metrolinx, City, TTC and each Member.
- (c) Members shall be reimbursed for actual direct, non-salary expenses which may include automobile mileage, parking, travel expenses from point of departure to the initial point of arrival, automobile rental, taxi fares, food and lodging, printing long distance

telephone, postage and courier delivery, as determined by the Parties.

- (d) Payment made to Members in the form of bonus, commission, or consideration of any nature other than that specified above for performance and service provided under this Agreement, before, during or after the period that this Agreement is in effect, is prohibited.
- (e) Members shall individually submit invoices for work completed to Metrolinx, City and TTC: (i) not more often than once per month, (ii) based on the agreed billing rate and conditions and on the number of hours expended or other agreed upon method, together with direct, non-salary expenses including an itemized listing supported by copies of original bills, invoices and expense accounts, and (iii) accompanied by a description of activities performed daily during that period.
- (f) Metrolinx shall pay approved invoices within 90 days of receipt.
- (g) Each of the City and TTC shall reimburse Metrolinx for its share of the payments made by Metrolinx to Members on the basis that all such payments are to be shared equally by Metrolinx, the City and the TTC.

5. CONFIDENTIALITY AND RECORD KEEPING:

No Member shall divulge information identified as confidential that has been acquired during DRB activities or made available to him/her by Metrolinx, City or TTC or anyone acting on their behalf without obtaining the consent of Metrolinx, City and TTC in writing. Members shall maintain cost records pertaining to this Agreement for inspection by Metrolinx, City and TTC for a period of six years following the termination of this Agreement.

6. SUCCESSORS AND ASSIGNS:

This Agreement enures to the benefit of the parties to it and their respective successors and permitted assigns. This Agreement is not assignable by any party to it without the consent of the other parties save and except that any of Metrolinx, City and TTC may assign it only in conjunction with an assignment of the Master Agreement.

7. LEGAL RELATIONSHIP:

The parties to this Agreement expressly acknowledge that each Member in the performance of his/her duties on the DRB, is acting in the capacity of an independent contractor and not as employee or agent of the party that appointed him/her. Member shall be precluded from participating in subsequent proceedings regarding disputes in respect of the Projects or pertaining to the Master Agreement.

8. GOVERNING LAW AND ATTORNMENT:

This Agreement is an Ontario contract, governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party consents and attorns to the jurisdiction of the courts of Ontario and acknowledges and agrees that any right or obligation under this Agreement shall be initiated and brought in the Courts of Ontario.

IN WITNESS WHEREOF, the parties have executed this Agreement.

METROLINX

CITY OF TORONTO

By: _____
Name:
Title:

By: _____
Name:
Title:

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

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

TORONTO TRANSIT COMMISSION

By: _____
Name:
Title:

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

[MEMBER]

Name:

Witness:

[MEMBER]

Name:

Witness:

[MEMBER]

Name:

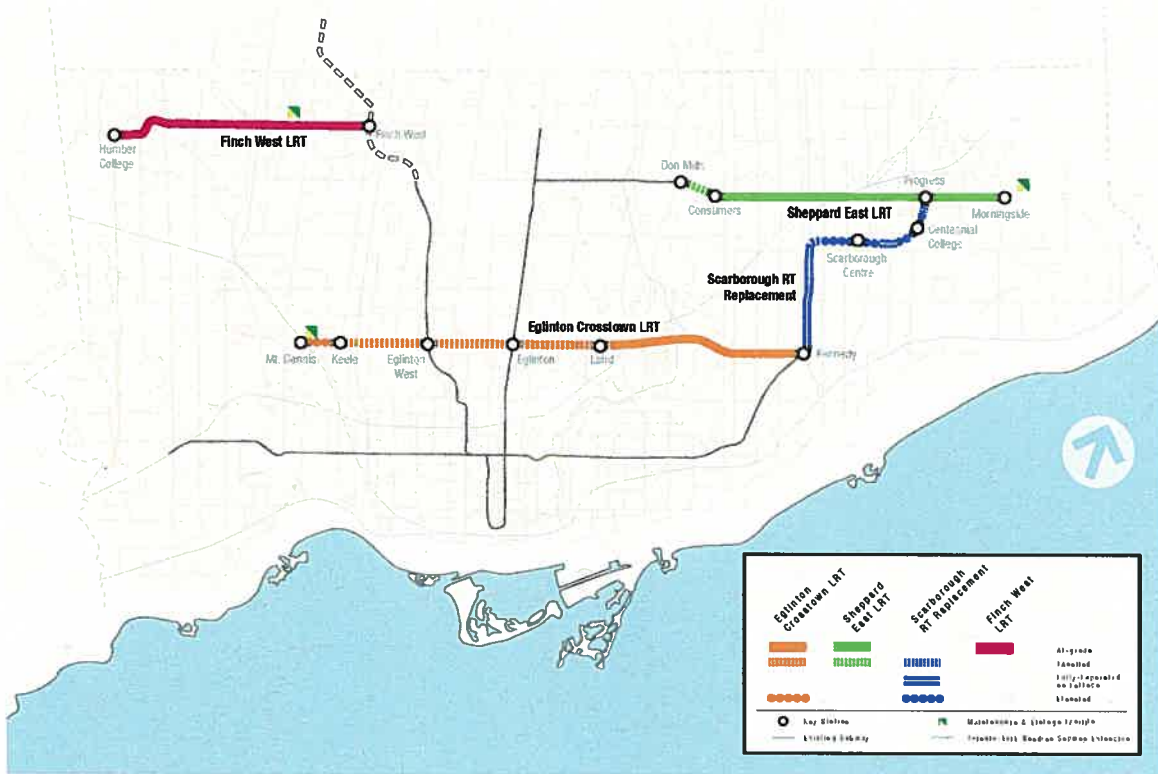
Witness:

SCHEDULE E
PROGRAM DESCRIPTION

SCHEDULE E

DESCRIPTION OF PROJECTS

Map of Metrolinx LRT projects in Toronto:



Common Elements:

All lines will:

- Use PRESTO for fare collection
- Have Automatic Train Protection
- Use international standard gauge track of 1435mm
- Have crossovers approximately every 4 km
- Be compliant with the Accessibility for Ontarians with Disabilities Act (AODA)
- Use 100% low floor Light Rail Vehicles (LRVs) as negotiated by Metrolinx with Bombardier

Operation Control Centre:

- Co-located in the existing TTC Control Centre at Hillcrest

- Backup facility to be located at the Crosstown Maintenance and Storage Facility (MSF)

Eglinton Crosstown LRT

Project Scope: Alignment along Eglinton Avenue from Kennedy Station to Mount Dennis/Weston Station – 19 kilometres and up to 25 stops and stations

- At-grade dedicated median from Kennedy Station to east portal located east of Brentcliff Road – approximately 9 kilometres and up to 12 stops
 - Stops include an underground station at Don Mills Road and underground terminal at Kennedy Station
- Underground from the east portal located east of Brentcliffe Road to the west portal located west of Keele Street– approximately 10 kilometres and up to 12 stations
 - ATO employed on underground section
- Grade separated from the west portal located west of Keele Street to Mount Dennis/Weston Station – approximately 1 kilometre and 1 station
- Convenient passenger interchange at Allen Road-Eglinton West Station and Yonge-Eglinton Station to TTC subway services
- Convenient passenger interchange at Weston Station and future Caledonia Station to GO Rail services
- Connection at Kennedy Station that allows for potential through running with Scarborough RT
- Elevated connection to the Eglinton Crosstown MSF located west of Black Creek Drive
- Designed for 3-car LRV trains

All as described in that portion of the Eglinton Crosstown Light Rail Transit, Transit Project Assessment Study, March 2010 from Jane Street to Kennedy Station.

Scarborough RT

Project Scope: Conversion of existing alignment from Kennedy Station to McCowan Station and extension to Sheppard Avenue – 10 kilometres and up to 8 stations

- Conversion of existing structure and stations to accommodate Metrolinx LRVs – 6.5 kilometres and up to 6 stations
- Grade separated extension from McCowan to Sheppard Avenue – 3.7 kilometres and up to 2 new stations

- ATO employed along entire route
- Connection at Kennedy Station that allows for through running with Eglinton Crosstown LRT
- Convenient passenger interchange with Sheppard East LRT at Sheppard Avenue
- Connection to the Scarborough RT/Sheppard East LRT MSF located at Conlins Road
- Designed for 3-car LRV trains

All as described in that portion of the Scarborough Rapid Transit Environmental Project Report, Transit Project Assessment Study, August, 2010, updated October 2010, from Kennedy Station to Sheppard Avenue.

Finch LRT

Project Scope: Alignment along Finch Avenue from Humber College to Finch West Station on the Toronto-York Spadina Subway extension – 11 kilometres and up to 19 stops

- At-grade dedicated median from Humber College to Finch West Station on the Toronto-York Spadina Subway Extension
- Convenient passenger interchange with the future Finch West Station on the Toronto-York Spadina Subway Extension
- Convenient passenger interchange at possible future station at Weston Road to future GO Rail service
- Connection to Finch West LRT MSF between Norfinch Drive and York Gate Boulevard.
- Designed for 2-car LRV trains

All as described in that portion of the Etobicoke-Finch West Light Rail Transit, Transit Project Assessment, Environmental Project Report, March 2010 from the Spadina Subway extension to Humber College.

Sheppard East LRT

Full Scope: Alignment along Sheppard Avenue from Don Mills Station to the Scarborough RT/Sheppard East LRT MSF located at Conlins Road – 13 kilometres and up to 26 stops

- Underground from Don Mills Station to Consumers Road with a subway level connection at Don Mills Station

- At-grade dedicated median from Consumers road to Morningside Road
- Convenient transfer to GO Rail services at Agincourt GO station
- Convenient passenger interchange to Scarborough RT station at Sheppard Avenue
- Connection to the Scarborough RT/Sheppard East LRT MSF located at Conlins Road
- Designed for 2-car trains

All as described in that portion of the Sheppard East Light Rail Transit Municipal Class Environmental Assessment, December 2008 from Don Mills Road to Morningside Avenue.

Metrolinx Light Rail Vehicles

182 Bombardier Flexity Light Rail vehicles for the four LRT projects in Toronto

- Full fleet delivered by 2020
- 100% low floor, double-ended, air-conditioned

Project	Number of LRVs
Sheppard East LRT Phase 1	35
Eglinton Crosstown LRT Phase 1	76
Finch West LRT Phase 1	23
Scarborough RT Phase 1	48

Scarborough RT/Sheppard East LRT Maintenance and Storage Facility

Located at Conlins Road and Sheppard Avenue East.

- Initial capacity for 100 vehicles
- Facility servicing the Sheppard East LRT and the Scarborough RT
- Capacity expansion available up to a total capacity of 135 vehicles

Eglinton Crosstown Maintenance and Storage Facility

Located at Black Creek Drive and Eglinton.

- Initial Capacity for 76 vehicles
- Facility servicing the Eglinton Crosstown LRT
- Capacity expansion available up to a total capacity of 130 vehicles
- Operations Control Centre Facility

Finch West LRT Maintenance and Storage Facility

Finch Avenue West between Norfinch Drive and York Gate Boulevard.

- Initial Capacity for 30 vehicles
- Facility servicing the Finch West LRT
- Capacity expansion available up to a total capacity of 60 vehicles

SCHEDULE F
REAL ESTATE PROTOCOL

SCHEDULE F

REAL ESTATE PROTOCOL FOR PROPERTY ACQUISITIONS RELATING TO THE LRT TRANSIT PROJECTS IN THE CITY OF TORONTO

1. Principles

- (1) The purpose of this Real Estate Protocol is to:
 - (a) provide a clear process for the Parties to follow relating to the acquisition, ownership and disposition of real property required for the Projects; and
 - (b) provide Metrolinx with clear responsibility and control over capital related decisions.
- (2) The Real Estate Protocol is designed to ensure effective and cost efficient acquisition and disposition of *Lands*, to optimize the use of the Parties' respective staff resources and expertise, while respecting the asset ownership and control requirements of Metrolinx.
- (3) The Parties agree to review the effectiveness of the Real Estate Protocol from time to time to ensure that it is sufficient to allow Metrolinx to undertake or oversee the development, construction, and operation of the *Projects*.

2. Definitions:

All capitalized terms unless otherwise defined in this Real Estate Protocol shall have the meaning as ascribed in the Master Agreement. The following definitions shall apply to this Real Estate Protocol:

- (a) "*Approval Package*" has the meaning described in subsection 5(3) below;
- (b) "*CFO*" means the Chief Financial Officer of Metrolinx;
- (c) "*City Required Lands*" means the *Lands* to be acquired from Toronto, or any of its agencies, boards, commissions or corporations, for a *Project*, which *Lands* are required in order to construct and operate *LRT* transit infrastructure elements including stations (above and below ground), or part thereof, entrances, substations, tunnels and emergency exit buildings and other station elements as further identified and defined at the time of detailed design;
- (d) "*Excess Lands*" means *Lands* that are not directly required for a *Project* but the acquisition of which is determined by Metrolinx as desirable in order to provide efficiencies or other benefits in *Project* implementation;
- (e) "*Lands*" means an interest in land including an estate in fee simple, leasehold estate, servient tenement by way of easement and license, and includes temporary interests in land;

- (f) “LRT” means light rail transit;
- (g) “MSF Lands” means the *Lands* acquired by Metrolinx for a maintenance and storage facility, or facilities, for the *LRT* vehicles that are part of the *Projects* assets;
- (h) “Owner” shall have the meaning as set out in section 1 of the *Expropriations Act*;
- (i) “Program Manager” shall mean the Program Manager (as identified by Metrolinx);
- (j) “Project” shall have the meaning as set out in Article 1 of the Master Agreement;
- (k) “Projects” shall have the meaning as set out in Article 1 of the Master Agreement;
- (l) “Project Specific Requirements” shall have the meaning described in subsection 9(1);
- (m) “Property Requisition Form” shall have the meaning described in subsection 4(3) and Appendix 1 below;
- (n) “Right-of-Way Lands” or “ROW Lands” means the portions of Toronto highway in, under or through which a rail transit right-of-way will be constructed and operated and through which Toronto agrees to transfer a stratified perpetual easement to Metrolinx as more particularly set out in subsection 8(2) and Appendix 2;
- (o) “Underground ROW Lands” means the portions of Toronto highway under which a rail transit right-of-way will be constructed and operated and through which Toronto agrees to transfer a stratified perpetual easement to Metrolinx as more particularly set out in subsection 8(3) and Appendix 3; and
- (p) “V.P. Rapid Transit Implementation” means the Vice President of Rapid Transit Implementation for Metrolinx;

3. Financial Controls and Funding

- (1) All necessary approvals from Metrolinx and Toronto shall be secured prior to Toronto making any binding commitments in relation to a property acquisition.
- (2) Subject to the requirements of subsection 3(5) below, Metrolinx shall be responsible to pay for all property acquisition costs in respect of properties that it has authorized Toronto to acquire on its behalf, and reasonably incurred by Toronto relating to a *Project*, provided such costs fall within the upset limit of the *Project* budget, as approved by Metrolinx, and subject to compliance with the provisions of this protocol and in particular section 7 below and all applicable protocols. For greater certainty, Metrolinx's costs to acquire land, to search titles, to obtain independent appraisals of value and to pay for independent legal services required to acquire lands directly by Metrolinx will be funded by the *Project* budget.
- (3) Metrolinx may provide front end working funds to Toronto based on expenditure

projections estimated on construction schedules, in order to enable Toronto to pay property acquisition costs directly.

(4) Toronto shall provide to Metrolinx a detailed accounting of the expenditures of the working funds set out in subsection 3(3) above and the direct costs set out in subsection 3(6) below, in a form satisfactory to the *V.P. Rapid Transit Implementation*. The detailed accounting will be provided to Metrolinx on a regular basis (i.e. at least once every 3 months) in accordance with the accounting control requirements determined by the *CFO*, from time to time. Toronto will take all necessary steps required to obtain and provide copies of any and all additional information reasonably required or requested by the *CFO* to enable Metrolinx or Metrolinx's auditors to validate expenditure of the working funds and to justify reimbursement of direct costs incurred by Toronto, as applicable.



(6) Metrolinx agrees to pay to Toronto all direct costs incurred to undertake the required

property acquisitions for the *Projects* in accordance with this Real Estate Protocol, which costs may include, but are not limited to, the following:

- (a) staff costs (salaries and benefits), including but not limited to lawyers, negotiators, appraisers, surveyors, clerks, conveyancers and support staff/administrative assistants, such staff to be dedicated exclusively to provide services to the *Projects*, subject to exceptional circumstances as pre-approved by Metrolinx, in which circumstances Metrolinx will pay for services based on tracked or docketed staff time;
- (b) rental and office costs directly attributable to the identified staff, including base rent (not to exceed market rents for comparable space), tenant improvements and fixturing costs to existing Toronto standards, utility charges including taxes, training and supplies, as invoiced by Toronto to the *Projects*;
- (c) furniture and equipment, including computers, phones, printers, copiers and fax machines;
- (d) Teraview licences; and
- (e) Law Society of Upper Canada fees and Lawyers Professional Insurance for lawyers dedicated to the *Projects*,

in relation to which Toronto shall invoice Metrolinx directly, on a regular basis (i.e. at least once every 3 months).

4. Request to Acquire Lands

(1) Toronto shall provide surveying services to the *Projects*, as required for property acquisitions, expropriations and easements to be granted to Metrolinx.

(2) The *Program Manager* shall be responsible to identify all *Lands* required for the *Projects* and shall advise Toronto of such requirements. The land acquisitions required for each *Project* shall be identified at no later than the 30% design stage.

(3) The *Program Manager* will submit to Toronto a property requisition form, in the form as set out in Schedule "A" attached to this Protocol ("*Property Requisition Form*"), identifying the following information:

- (a) the *Lands* that are required;
- (b) the property address or legal description;
- (c) the size and nature of the requirement;
- (d) a draft plan of survey or other plan sufficient to identify the required *Lands* where only a portion of the property is required;
- (e) the date possession of the *Lands* is required; and
- (f) the proposed use of the required *Lands*.

(4) *Excess Lands* shall not be acquired without prior express written approval of Metrolinx. A detailed rationale and justification for the proposed acquisition of any *Excess Lands* shall be submitted in a confidential document to the *V.P. Rapid Transit Implementation*. Metrolinx will make the determination of whether the proposed acquisition of *Excess Lands* is justified (or appropriate) and will advise Toronto within ten (10) business days if Metrolinx consents to the proposed acquisition.

(5) If *Lands* that were pre-approved for acquisition by Metrolinx are acquired through direct negotiations, rather than expropriation, reasonable terms and conditions equivalent to compensation that would have otherwise been paid to the owner had the *Lands* been expropriated will be funded by Metrolinx. Metrolinx shall have the right to review the supporting documentation relied on by Toronto upon request.

(6) The Parties acknowledge that certain *Lands* may have been acquired by Toronto for the *Projects* prior to completion of this Real Estate Protocol. Metrolinx shall reimburse Toronto for costs incurred in connection with these transactions, as previously agreed between Toronto and Metrolinx, notwithstanding that the terms of such funding may not be consistent with this Real Estate Protocol.

5. Appraisals

(1) Toronto shall commission either appraisals or an opinion of value to identify the market value of *Lands* required for the *Projects*. [REDACTED]

(2) Each appraisal or opinion of value shall be peer-reviewed and approved by either a Toronto in-house or Toronto contract review appraiser.

(3) A copy of each appraisal report or opinion of value, together with the confirmation of approval by Toronto's review appraiser (the "*Approval Package*"), shall be provided to Metrolinx prior to making any binding commitment to acquire *Lands*, subject to the requirements sets out in subsection (4) below.

(4) (a) For *Lands* with an appraised value in excess of [REDACTED] within ten (10) business days of receiving the appraisal report, the *V.P. Rapid Transit Implementation* shall advise Toronto if in Metrolinx's sole opinion, either a further peer review or an independent appraisal at the expense of the *Project* is required.

(b) For *Lands* with an appraised value in excess of [REDACTED] a second independent appraisal will, unless otherwise determined by Metrolinx, be undertaken.

(c) Metrolinx will arrange directly for such additional independent appraisals and peer reviews to be undertaken if requested.

6. Negotiations

(1) In order to ensure consistency across the *Projects*, Toronto shall undertake and perform property acquisition negotiations (both for purchases and expropriations) for *Lands*, subject to compliance with all other directions and approvals required by this Real Estate Protocol. In the case of *Lands* that are intended to be conveyed directly to Metrolinx, Metrolinx will determine on a case by case basis if it intends to undertake the purchase negotiations and/or expropriation of such *Lands* directly, without the assistance of Toronto.


(2) Toronto, or Metrolinx, if applicable, may retain, in accordance with Metrolinx's procurement policies, the services of real estate consultants as required to assist with property acquisitions for the *Projects*, including, but not limited to, appraisers, property negotiators and business consultants.

(3) Environmental due diligence shall be undertaken for all property acquisitions, the intention

being that, wherever possible, *Lands* shall either be remediated prior to transfer to Toronto or Metrolinx, or an appropriate abatement in purchase price or compensation shall be established to address the environmental condition of the *Lands*. The decision whether to remediate and extent of the remediation to be undertaken, including the amount of the abatement if any, shall be made by the *V.P. Rapid Transit Implementation*, in consultation with Toronto for lands to be owned by Toronto. Consultants retained to undertake environmental due diligence and environmental remediation will be retained by Metrolinx and the contract with the environmental consultant will include a requirement that, where the *Lands* are intended to be owned by Toronto, the environmental consultant will provide a letter of reliance to Toronto, at no additional cost to Toronto.

7. Financial Commitments

- (1) All financial commitments by Toronto to acquire *Lands* require prior approval from Metrolinx.
- (2) Metrolinx shall make best efforts to provide its decision to Toronto whether or not to approve the financial commitment within ten (10) business days of receiving the request from Toronto, (unless further approval from Metrolinx's Chief Executive Officer or its Board of Directors is required, in accordance with the Metrolinx's Approval Authority limits).
- (3) The foregoing rules may be subject to revision from time to time as agreed by all the Parties, acting reasonably.



(5) Toronto agrees to advise the *V.P. Rapid Transit Implementation* of any Notices of Arbitration and Statements of Claim received relating to *Lands* that have been expropriated by Toronto or any other claims relating to the *Project* and to provide regular status reports on progress of the arbitration. Toronto agrees to advise the *V.P. Rapid Transit Implementation* of all proposed settlements of expropriation compensation proceedings and will provide a summary of settlement discussions and will seek prior written approval of Metrolinx before entering into any final settlement negotiations which are intended to be funded directly or indirectly by a *Project*, provided that no prior approval is required if the total compensation (comprised of the settlement amount plus any previous compensation paid to the owner) is within the stipulated limits set out in subsections (1) and (2) above. Metrolinx shall make best efforts to provide its decision whether or not to approve the settlement to Toronto within ten (10) business days of receiving the request from Toronto, (unless further approval from Metrolinx's Chief Executive Officer or its Board of Directors is required, in accordance with the Metrolinx's Approval Authority limits).

8. Ownership

- (1) Metrolinx shall take title to *Lands* required for the *Project* from Third Parties.
- (2) Notwithstanding subsection (1), *Lands* required for the widening of the City highway will be acquired directly by the City or, if acquired by Metrolinx, Metrolinx will direct/transfer title to the City at no cost to the City.
- (3) Where *City Required Lands* are required for the *Project*, Metrolinx shall acquire those

Lands on the following terms :

- a. vacant *City Required Lands*, not required for City purposes or identified for redevelopment, shall be transferred to Metrolinx by the City at nominal cost for both temporary and permanent use;
- b. all other *City Required Lands* shall be transferred to Metrolinx at market value and where applicable:
 - (i) at no net operating cost to the City, which would include relocation costs, lost revenues or other out of pocket costs, except where the City has already identified a relocation or reconstruction of the required property in its five year capital plan; and
 - (ii) in accordance with City policies with respect to parkland;
- c. Where City lands are required for the relocation of City Infrastructure or third party utilities, or road widenings, these lands will remain in City ownership at no cost to Metrolinx.
- d. Market value of the lands shall be determined by independent appraisal based on the highest and best use, ignoring the Project.

(4) For nominal consideration, and at no additional cost, charge or fee, Toronto shall transfer the *Right-of-Way Lands* to Metrolinx by way of a stratified easement in perpetuity, for the construction, operation and maintenance of the transit facilities and such other ancillary or associated uses and activities conducted from time to time by Metrolinx on its transit properties, to be used exclusively by Metrolinx, subject to a reservation for use by emergency service vehicles, such easement to be agreed between the parties acting reasonably, which when finalized and agreed upon, will be appended as Appendix 2 to this Protocol. The limits of the easement shall be confirmed by a strata reference plan, which limits will be agreed upon by Metrolinx and Toronto, the upper and lower limits and width of which will be adequate to contain, support and maintain the rail transit infrastructure and future technology changes, such limits to be determined as the detailed design progresses. The said easement will be transferred immediately following completion of construction of the *Project* or earlier, as agreed between the Parties. The City shall not encumber or grant any new interest therein other than to public utilities, unless prior to transfer to Metrolinx, the City discharges such encumbrances or interests in full from the *Right-of-Way Lands*, at the City's expense. Prior to registration of the transfer of the easement, Toronto shall provide notice in writing to Metrolinx summarizing the particulars of any registered and unregistered interest or claims of any third parties against the *ROW Lands* that it is aware of, provided that Metrolinx shall not rely on such notice as a legal opinion as to title. Notwithstanding the foregoing, Metrolinx will take title to the easement subject only to existing City Infrastructure and encumbrances existing on the Effective Date of the Master Agreement that run with the *Right-of-Way Lands*. Toronto shall not be required to undertake a title search of the *ROW Lands*.

(5) For nominal consideration, and at no additional cost, charge or fee, Toronto shall transfer the *Underground ROW Lands* to Metrolinx by way of an exclusive stratified easement in perpetuity, for the construction, operation and maintenance of the transit facilities and such other ancillary and associated uses and activities conducted from time to time by Metrolinx on its transit properties, Such easement to be agreed between the parties acting reasonably, which when finalized and agreed upon, will be appended as Appendix 3 to this Protocol. The lower limit of the easement shall be to the centre of the earth and the upper limits of the easement shall be confirmed

by a strata reference plan, which limits will be agreed upon by Metrolinx and Toronto, and will be adequate to contain, support and maintain the rail transit infrastructure and future technology changes, to be determined as the detailed design progresses. The said easement will be transferred immediately following completion of construction of the *Project* or earlier, as agreed between the Parties. The City shall not encumber or grant any new interest therein other than to public utilities, unless prior to transfer to Metrolinx, the City discharges such encumbrances or interests in full from the *Underground ROW Lands*, at the City's expense. Prior to registration of the transfer of the easement, Toronto shall provide notice in writing to Metrolinx summarizing the particulars of any registered and unregistered interest or claims of any third parties against the *Underground ROW Lands* that it is aware of, provided that Metrolinx shall not rely on such notice as a legal opinion as to title. Toronto shall not be required to undertake a title search of the *Underground ROW Lands*.

(6) The abovementioned easements ("Easements") may not be assigned in whole or in part by Metrolinx without the written consent of the other Parties, except that Metrolinx may, without the consent of the City or the TTC, transfer or assign the Easements to the Government of Ontario or to a Crown Agency as defined by the Crown Agencies Act, R.S.O. 1990, Chapter C.48 or to a third party acquiring Metrolinx's interest in all or part of the Program provided such third party owns and/or operates the LRTs, but, on any transfer or assignment to a third party who acquires Metrolinx's interest in all or part of the Program, Metrolinx: (i) may not transfer or assign the Easements or any real property interest therein without the consent of the City, not to be unreasonably withheld or delayed, and (ii) may grant contractual rights and licences to use the Easements without the consent of the City. Subject to the foregoing, there are no restrictions on Metrolinx's right to deal in any manner with the Program assets and rights.

(7) With regard to any *City Required Lands*, after receiving a Property Requisition, the City shall not encumber or grant any new interest therein other than to public utilities unless prior to transfer of such *City Required Lands* to Metrolinx, the City discharges such encumbrances or interests in full from the *City Required Lands*, at the City's expense.

(8) Metrolinx may in its sole discretion also take title to *Excess Lands*, subject to compliance with the requirements of the *Expropriations Act*, including sections 41 and 42.

(9) The Parties agree to enter into such other agreements, including without limitation, operating agreements, as may be reasonably required to deal with roles and responsibilities for maintenance and operation of infrastructure, such as light standards, traffic signals and shared services, if any, and to provide reciprocal access rights (by Metrolinx in favour of the City through, on and/or over the Easements to enable the City to access its infrastructure, and by the City in favour of Metrolinx through, on and/or over City lands to access Metrolinx's infrastructure), at no cost to either Party on terms mutually acceptable to the Parties, acting reasonably.

9. Project Specific Requirements

(1) The parties acknowledge and agree that notwithstanding any provision of this Real Estate Protocol, the parties may require specific provisions relating to property acquisitions and/or ownership for a *Project*, or part thereof, which specific requirements shall be set out in Appendix 5 ("*Project Specific Requirements*"). Any *Project Specific Requirement* once agreed upon from time to time by the parties shall be signed by each of the parties and incorporated into Appendix 5. The

revised *Project Specific Requirements* shall be deemed to replace and supersede any previous versions of the *Project Specific Requirements*.

10. Legal Services

(1) Where Toronto has performed acquisition negotiations for the *Lands*, the title to which is to be taken by Metrolinx, Toronto will provide all information in its possession relating to the acquisition of such property to Metrolinx.

(2) Where Toronto provides legal services in relation to the acquisition by Toronto of the *Lands*, upon agreement of the parties as to the relevant legal description, Toronto may provide either a Direction re Title or a Transfer to ensure that title to such property vests in Metrolinx, such vesting to be implemented for nominal consideration, at Metrolinx's expense. Toronto shall provide, in a reasonable period of time following closing, a title opinion and reporting letter in a form satisfactory to Metrolinx, acting reasonably.

(3) Metrolinx and Toronto shall enter into a Service Level Agreement for the City's Property Acquisition Unit to provide legal and other property acquisition services to Metrolinx.

11. Land Transfer Tax

Metrolinx, as a Crown Agency, is not required to pay municipal or provincial Land Transfer Tax.

12. Communication

The designated contacts for each Party are as follows:

Toronto: Patricia Simpson
Director, Transit Expansion Unit
Tel: 416-392-8057
Fax: 416-397-5624
E-mail: psimpson@toronto.ca

Metrolinx: Mary Martin
General Counsel and Corporate Secretary
Tel: 416-874-5915
Fax: 416-874-5901
E-mail: mary.martin@metrolinx.com

With a copy to:

Jack Collins
Executive Vice President, Rapid Transit Implementation
Tel: 416-874-5904
Fax: 416-874-5901
E-mail: jack.collins@metrolinx.com

Any changes to the designated contacts must be provided within one (1) week to the other Parties.

APPENDIX 1 –PROPERTY REQUISITION FORM

Property Information				Project Information		
Request No: Revision No: Property Address: Property Description:				Project Name:		
Owner PIN#: Property Area Required:				Project No.: Project Manager: Phone: Included in Capital Budget: Budget Category: Budget Page Reference:		
Type of Property Requirements	Type of Property Taking					
	Fee Taking			Easement		
	Full Taking	Partial Taking	Subsurface Fee Taking	Surface	Subsurface	Aerial
Permanent						
Temporary						
Other						
Intended Use of Property (Check as appropriate)						
Station/Bus Facility:			Utility Relocation:			
Trackway ROW:			Parking/Passenger Pick-Up and Drop-Off:			
Workspace/Staging Area: Temporary taking for traffic staging/detour			Other (Specify):			
Access Road						
Duration of Occupancy:			Construction Commencing:			
Agreement Required by:						
Condition of Site on Possession:						
Description of Requirement/Key Issues:						
Information Attached						
Site Map:			Draft R Plan:			
Property Map:			Final R Plan:			
Other (Specify): Property Sketches –						
Recommended for Acquisition by:				Signature	Date	
1. Slavek Strzemieczny, Project Manager						
2. Mike Poskin, Project Coordinator						
Approved by:						
3. Stephanie Rice, Manager- Third Party, Planning and Property						
4. Rupert McNay, Manager - Controls						
5. Mark Ciavarro, Director – Program Management						
6. Patricia Simpson, Director – Transit Expansion Property Acquisition Unit, City of Toronto						

Sharepoint No. 03-06-000087819

APPENDIX 2

FORM OF EASEMENT FOR ROW LANDS

TO BE APPENDED

APPENDIX 3

FORM OF EASEMENT FOR UNDERGROUND ROW LANDS

TO BE APPENDED

APPENDIX 4

PRINCIPLES FOR TRANSFER OF CITY PARKLAND FOR TRANSIT PROJECTS

TO BE APPENDED

APPENDIX 5

PROJECT SPECIFIC REQUIREMENTS

TO BE APPENDED

SCHEDULE G

TTC OPERATING AND MAINTENANCE AGREEMENT PRINCIPLES

Agreement in Principle

This is to confirm and outline an agreement in principle between the Toronto Transit Commission (TTC) and Metrolinx for the delivery of the Toronto transit projects that are receiving 100% of their capital funding from the Province, and are owned and controlled by Metrolinx – the Eglinton Crosstown LRT, the Scarborough RT conversion to LRT, the Sheppard East LRT and the Finch West LRT.

As previously announced, Metrolinx will use the Alternative Financing and Procurement (AFP) framework managed by Infrastructure Ontario (IO) to deliver the projects, subject to the completion of positive value for money analysis. The purpose of using the AFP model will be to achieve maximum value for the Province's investment, while delivering safe, effective and integrated transit services for the people of the City of Toronto and the broader region. It is agreed that Metrolinx and the TTC share the same objectives of delivering safe, effective and integrated transit services, and that the Metrolinx projects will need to be operated in a fashion that provides a seamless customer experience with the TTC system.

In applying the AFP approach, Metrolinx and IO will adopt a Design Build Finance Maintain (DBFM) model to deliver efficient and effective Light Rail Transit (LRT) services. Operations will be delivered by the TTC, on behalf of Metrolinx, over an initial 10 year operating agreement, which could be extended by mutual agreement. Under this arrangement, the TTC will, under contract with Metrolinx, operate the four LRT lines, while Metrolinx's agent maintains the assets. The maintenance of these assets will include:

- car houses/maintenance facilities,
- vehicles/rolling stock,
- stations and station facilities,
- offices and other facilities,
- tunnel sections, and
- critical systems, such as transit signalling, trackage and communications systems within the LRT right-of-way.

Maintenance

All maintenance activities will be undertaken by Metrolinx's agent to agreed standards and in line with agreed safety principles and procedures, which will be documented as part of the process in developing the procurement documents.

Qualified personnel will prepare rolling stock to agreed levels of reliability, ambience/presentation and to meet service requirements to enable the operator to operate a safe, efficient and reliable service.

Critical systems and station facilities will be maintained to agreed levels of quality and integrity to ensure full compliance with safety, reliability and customer amenity standards.

A performance regime will be drawn up and implemented to identify and meet standards of safety and performance, and to enable appropriate management of planned and unplanned events in day-to-day service.

Operations

An operating agreement will be prepared between Metrolinx and the TTC that will set out the terms of the contract, provisions for renewal, system performance requirements, unit costs to operate the LRT system, and procedures/processes to manage the interface between the TTC's operational responsibilities and the maintenance activities performed by Metrolinx's agent, all of which will be on commercial terms.

Over the term of the contract, the TTC will operate LRT vehicle and station services and will provide sufficient trained personnel to:

- drive vehicles,
- provide security and revenue control, and
- staff stations to achieve high levels of customer satisfaction.

The existing TTC Control Centre at Hillcrest will oversee and control all aspects of vehicle movement on running lines and to/from maintenance facilities. Transit Control will control critical safety systems and will control and authorise any access to the rights-of-way and tunnels, and will be the single controlling authority for management of normal, degraded and emergency incidents.

In discharging this responsibility, TTC Transit Control will liaise with Metrolinx Maintenance and Storage facilities, including the provision of appropriate maintenance staff located within TTC Transit Control), to facilitate good decision-making and a cooperative, efficient partnership approach.

At the same time, TTC Transit Control will have final authority for vehicle movement and right-of-way/tunnel access to ensure safety of operations and personnel.

Next Steps

Metrolinx, TTC and IO will establish a dedicated team to document standards and requirements for the purposes of including appropriate provisions in the AFP procurement documents. This will include provisions to manage the interface between the maintainer (Metrolinx's agent) and the operator (TTC), to minimize the risk of any lack of coordination between the TTC and the maintainer. The agreement will include mechanism to ensure expeditious resolution of Interface issues during operations. The objective will be to deliver clear and specific direction on the roles and responsibilities of the parties in maintenance and operations, the interaction between these activities and the ultimate oversight by Metrolinx. The objective will be to have these standards and requirements in place by the end of 2012 in order to inform subsequent procurement activities.

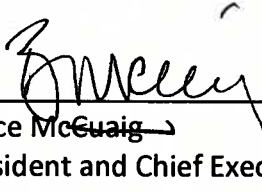
Over the longer term, it will also be required that Metrolinx, the City of Toronto and the TTC enter into a second operating agreement under the Master Agreement. This second operating agreement will include:

- a methodology to estimate the number of riders that board the four Metrolinx transit lines and transfer onto the TTC, and board the TTC and transfer onto the four Metrolinx transit lines, in order to appropriately share fare box revenue,
- description of the broader commercial arrangements,
- the treatment of any savings in the provision of existing TTC services along the four Metrolinx transit lines,
- the setting of fares, and
- the treatment of any required operating subsidies on the four Metrolinx transit lines.

The terms of the second operating agreement will be finalized at least two years in advance of the launch of revenue service for any of the Metrolinx projects.

The undersigned endorse this agreement in principle to facilitate the finalization of a Master Agreement between the parties in November 2012, and to support progress in the delivery of important new transit services to the people of the City of Toronto and the broader region.

Dated this 3rd day of October, 2012.



Bruce McCuaig
President and Chief Executive Officer
Metrolinx



Andy Byford
Chief Executive Officer
Toronto Transit Commission

SCHEDULE H

TTC PROCESSES AND APPROVALS PROTOCOL

SCHEDULE H

TTC PROCESSES AND APPROVAL PROTOCOL (FOR DBFM PROJECT DELIVERY MODEL)

This Schedule H has been developed to set out the various TTC processes and approvals required to construct the Program in and around TTC Infrastructure based on Metrolinx's decision to deliver the Program using a Design/Build/Finance/Maintain delivery model. The required processes and approvals as set out in this Schedule H have been developed in order to ensure that existing TTC Infrastructure is properly protected, that New TTC Infrastructure is properly constructed and in order to ensure a seamless customer experience as between the TTC's current transit system and the new transit infrastructure both during construction and as constructed as part of the Program.

This Schedule H is intended to establish a protocol to be followed by Metrolinx, Project Co and the TTC for the following purposes: (i) to identify the scope of work for construction of any portion of the Program which requires review and approval by the TTC, including TTC Infrastructure, New TTC Infrastructure and Bus Terminals; (ii) to review and approve the design at various stages of the Interchange Stations, New TTC Infrastructure and Bus Terminals; (iii) to review and approve any planned construction work related to the Program within the Zone of Influence; (iv) to monitor and inspect construction of the Interchange Stations, Bus Terminals, New TTC Infrastructure and any other construction within the Zone of Influence, and (v) to facilitate work on the Program that must be carried out by Metrolinx within lands owned or occupied by the TTC.

Metrolinx shall require Project Co to perform and to be bound by its covenants and obligations under this Schedule H and TTC acknowledges and agrees that performance by Project Co of any such covenant and obligation shall satisfy Metrolinx's obligations in respect thereof.

1. Definitions:

For the purposes of this Schedule H - TTC Processes and Approval Protocol, words with initial capital have the meanings ascribed to them in the Master Agreement or are as defined below.

"Bus Terminals" means new TTC bus facilities for the Projects to be constructed as part of a Project by or on behalf of Metrolinx. For purposes of this Schedule H, Bus Terminals are not New TTC Infrastructure. Bus Terminal designs shall be subject to a Technical Review as set out in this Schedule H to ensure design functionality.

"Design Change" for purposes of this Schedule H means a material change to the design, construction plans or construction methodology of New TTC Infrastructure and Interchange Stations, which design, construction plan or methodology was previously reviewed and approved by the TTC as part of a Technical Review required in accordance with this Schedule H;

"Commission" means the process of achieving and verifying the functional and operational criteria of New TTC Infrastructure and of systematically bringing the Interchange Stations, Bus Terminals and New TTC Infrastructure into an operational mode as required to be fully operational, and **"Commissioning"** has a corresponding meaning;

“Contaminant” has the same meaning as that contained in the EPA, and shall include any substance designated as a "contaminant" in any guidelines or policies issued by the Ministry of the Environment or the Ministry of Labour.

“Environmental Law” includes, but is not limited to, all applicable federal and provincial statutes, municipal and local laws, common law, all deed restrictions, all by-laws, regulations, codes, licenses, permits, judgements, orders, directives, guidelines and decisions which are legally binding and which are rendered by any governmental authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Material, in each case having the force of law.

“EPA” means the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended from time to time.

“Final Inspection” means an inspection performed by or on behalf of the TTC within thirty (30) days following completion of the Project Agreement or a component thereof pertaining to, among other things, (a) the construction of the Interchange Stations, Bus Terminals and New TTC Infrastructure, or (b) any construction within the Zone of Influence, for the purpose of ensuring that such construction is in accordance with the designs, drawings, specifications and Design Change, if any, approved by the TTC.

“Hazardous Material” means any Contaminant, pollutant, dangerous substance, noxious substance, toxic substance, deleterious substance, hazardous waste, biological materials and organisms (including, without limitation, viral agents, mould, fungus and bacteria), flammable material, explosive material, radioactive material, ureaformaldehyde foam insulation, asbestos, poly-chlorinated biphenyls and radiation, in each case as regulated under any Environmental Law, whether natural or man-made, and whether dangerous to public health, crops, water supplies or soil quality, and including, without limitation, any quantity or concentration of any substances declared to be hazardous or toxic and any other substance defined to be hazardous, toxic or a pollutant in or pursuant to any Environmental Law.

“Interim Inspection” means on-going monitoring and an inspection performed by or on behalf of the TTC while work is being undertaken pursuant to a Project Agreement relating to: (a) the construction of the Interchange Stations (including both the current portion of the Interchange Station and the newly constructed portion of the Interchange Station), Bus Terminals or New TTC Infrastructure, or (b) construction within the Zone of Influence, for the purpose of ensuring that such construction is in accordance with the designs, drawings, specifications and Design Change, if any, approved by the TTC.

“Risk Registry and Risk Mitigation Plan” is a plan developed as part of the design for each part of the Program involving TTC Infrastructure, addressing potential risks related to the construction of such part and how the risks will be mitigated, and any such Risk Registry and Risk Mitigation Plan will be updated from time to time to reflect a Design Change to New TTC Infrastructure and

at each design milestone. The Risk Registry and Risk Mitigation Plan shall include risks associated with environmental issues, safety and customer impacts.

“Technical Review” is the technical design review and approval process established by the TTC as more particularly set out in the TTC Technical Review Submission Requirements required to review and approve the design of portions of a the Interchange Stations, Bus Terminals, New TTC Infrastructure and construction within the Zone of Influence, in each case at certain milestones.

“TTC Design Standard” means the TTC Design Manual, Master Specifications Manual, Standards & Directives Drawing Manual and CADD Standards and Procedure establishing, acceptable standards as developed by the TTC relating to the construction and operation of transit facilities and systems, a copy of which has been provided to Metrolinx by the TTC.

“TTC Review Requirements” means the design portions of the Program which require TTC review and approval as set out in subsection 5(a) below.

“TTC Technical Review Submission Requirements” means the design review and approval requirements established by the TTC, a copy of which was provided to Metrolinx by the TTC on November 22, 2012 and receipt of which was acknowledged by Metrolinx.

“Warranty Inspection” means an inspection performed by Metrolinx and the City in the final warranty month following completion of a Project Agreement or component thereof, for the purpose of identification of all defects and deficiencies in the New TTC Infrastructure to be corrected before such New TTC Infrastructure becomes operational.

“Zone of Influence” means an area that is within 60 metres of any TTC Infrastructure.

2. Contacts:

(a) **TTC:** All communication with the TTC in respect of matters dealt with in this TTC Processes and Approval Protocol, including inquiries for information pertaining to permits, approvals and general information related to TTC Infrastructure; lands owned by the TTC, and notices submitted under Notice and Reporting sections shall be sent to the following TTC designate: Head of Engineering. All requests for other agreements related to the Projects, and a copy of notices under the Notice and Reporting sections shall be sent to the following TTC designate: Head of Capital Programming.

(b) **Metrolinx:** All inquiries shall be sent to the following Metrolinx designate: Director, Design and Construction, Rapid Transit Implementation, or such other individual or individuals that Metrolinx may specify by notice in writing to TTC, from time to time.

3. Staff:

The TTC and Metrolinx shall each make its staff available and shall take all other appropriate steps and actions to ensure that all deliverables, reviews, decisions and approvals required to be

provided, delivered or made by it are provided, delivered and made in a timely manner, including under Project Agreements.

4. Compliance:

Metrolinx is responsible for ensuring that: (i) all work on TTC Infrastructure and work on lands owned or occupied by the TTC are in accordance with Applicable Laws, and (ii) the New TTC Infrastructure is in accordance with TTC Design Standards and all other requirements as set out in this Schedule H.

5. General Principles:

The following general principles shall apply to the design and construction of the Program:

(a) Metrolinx shall submit and the TTC agrees to perform a Technical Review, at the various stages as set out in subsection 5(e) and the TTC Technical Submission Requirements, with respect to: (i) every Interchange Station; (ii) every Bus Terminal; and (iii) any New TTC Infrastructure, (iv) any other area in which construction will occur within the Zone of Influence; (collectively "TTC Review Requirements").

(b) All Interchange Stations, Bus Terminals, and New TTC Infrastructure shall be constructed in accordance with TTC Design Standards and approved by the TTC, acting reasonably, prior to construction. In addition, all construction work within the Zone of Influence shall be constructed in accordance with the TTC Design Standards and approved by the TTC, acting reasonably, prior to construction.

(c) Any proposed Design Change shall be re-submitted to the TTC for further approval of such change. Proposed Changes in Scope, including alternative methods or interim mitigation to TTC services, systems or TTC Infrastructure shall be supported with complete detailed designs, staging sequences, schedules and operating plans.

(d) All design submissions as part of the TTC Review Requirements which are, or shall be, submitted for Technical Review shall include a Risk Registry and Risk Mitigation Plan. Subsequent design submissions shall not require a new Risk Registry and Risk Mitigation Plan, but the applicable Risk Registry and Risk Mitigation Plan shall be kept up-to-date from time to time to reflect and incorporate such Design Change.

(e) Metrolinx shall submit to the TTC as part of the TTC Review Requirements a design submission for Technical Review (as required in accordance with this Schedule H) at the following stages of design:

(i) 10%;

(ii) 30%;

(iii) 60%;

(iv) 90%

TTC shall also sign-off on the complete construction design package (100%).

(f) All designs submitted for TTC Technical Review shall comply with the requirements as set out in this Section 5 and the TTC Technical Review Submission Requirements,

(g) On lands owned or occupied by the TTC, no work shall be performed until the TTC has signed off on the application for a building permit.

(h) Proposed construction methods, including construction staging plans, and schedule for work within the Zone of Influence or any other work in respect of New TTC Infrastructure or which may affect TTC Infrastructure shall include details of any planned service impacts, including duration, type of service impact, service alternatives and communication plan. The proposed construction methods as set out in this subsection 5(h) shall be included in each design submission as set out in subsection 5(e) of this Schedule H and shall be approved by the TTC prior to the commencement of the construction work.

(i) The Interchange Stations (existing TTC stations and new stations, or parts thereof, to be constructed by Metrolinx) shall be designed to ensure that during normal working hours of the stations, an integrated and seamless customer experience and free movement between the existing TTC station and the new station will be achieved.

6. Review by the TTC

(a) Design Plans

Metrolinx shall provide to the TTC the detailed design submission at the intervals set out in subsection 5(e) above for any and all TTC Review Requirements, which design plans shall be in accordance with the requirements as set out in, Section 5 of this Schedule H and the TTC Technical Review Submissions Requirements and shall provide sufficient detail and with all ancillary materials in order to enable the TTC to perform a complete Technical Review.

(b) Approvals

TTC covenants not to unreasonably withhold any approval sought by Metrolinx or required to be obtained by it from the TTC, and not to impose on Metrolinx requirements that are more onerous or less favourable than the terms and requirements imposed on third parties seeking similar approvals from the TTC in respect of construction matters pertaining to the TTC Infrastructure.

(c) Staff and Contacts

TTC and Metrolinx shall each make its staff available in accordance with the Master Agreement and shall take all other appropriate steps and actions to ensure that all deliverables, reviews, decisions and approvals required to be provided, delivered or made by it are provided, delivered and made in a timely manner. TTC and Metrolinx will establish or continue a series of staff

working groups to deal with review, approvals, communications and consultation, operational and financial matters arising out of the Master Agreement and this TTC Processes and Approvals Protocol. All requests and communications in respect of matters dealt with in this TTC Processes and Approval Protocol shall be sent to the following designated persons:

(d) Timelines:

Metrolinx will endeavor to provide TTC with notice one year in advance of major reviews and approvals that it will seek in the ensuing year so that TTC has sufficient time to hire if necessary, and dedicate staff to such review process. TTC will not commence its review until a complete submission package having reference to the requirements in the TTC Design Standards has been provided to it. Within 3 business days of receipt of a submission package TTC shall notify Metrolinx either that the submission package is complete or that it is incomplete, in which case TTC will specify the missing items. Within 30 business days (or such longer period as may reasonably be required having regard to the nature of the submissions and the approvals sought) of receipt of a complete submission package, the TTC will either provide its approval, or provide Metrolinx with detailed comments regarding why it is not providing approval. Notwithstanding the foregoing, TTC will consider any reasonable request by Metrolinx to expedite the timelines set out above.

(e) Liability:

The review and approval of designs, plans, reports, records or any other matter, including but not limited to any Technical Review, by the TTC relating to the Master Agreement and/or this Schedule H shall not have the effect of waiving or transferring any liability or obligation in respect of the design and construction of the Program from Metrolinx to the TTC.

7. Construction

(a) Metrolinx Responsibilities

Metrolinx shall be responsible for managing and supervising all construction activity related to the Program, including all construction activity relating to Interchange Stations, Bus Terminals and New TTC Infrastructure. In connection therewith:

(i) Metrolinx shall at all times provide oversight and support for all work relating to TTC Infrastructure and New TTC Infrastructure and any other work carried out on TTC lands (owned or occupied) by it or by Project Co;

(ii) Metrolinx shall use all reasonable efforts to secure the timely and complete performance by Project Co and/or by Metrolinx's consultants, of Metrolinx's obligations as set out in this Schedule H relating to the TTC Infrastructure, Bus Terminals, New TTC Infrastructure or other work relating to the Program carried out within the Zone of Influence or on TTC lands (owned or occupied);

- (iii) Metrolinx shall be responsible for developing and monitoring a safety and security plan for all work within the Zone of Influence to ensure the safety of the TTC Infrastructure, TTC systems, TTC employees and customers;
- (iv) Metrolinx shall be responsible for developing and monitoring a quality assurance plan and for correcting non-conforming work related to TTC Infrastructure or work within the Zone of Influence;
- (v) Provided that the necessary TTC approvals have been provided in accordance with the Master Agreement and this Schedule H, Metrolinx shall have the right to access, occupy and use such TTC lands (owned or occupied) as may be reasonably required to facilitate the construction of the Projects, subject to Metrolinx also obtaining such permits and approvals from the City as Metrolinx is legally required to obtain and otherwise upon such terms as may be reasonably required by the TTC, and upon termination or expiration of such right, Metrolinx shall repair any damage caused by its occupation and use of such TTC lands and shall restore such TTC lands (owned or occupied) to the condition they were in immediately prior to entry by Metrolinx;
- (vi) Metrolinx shall endeavour to co-ordinate all construction activities relating to TTC Infrastructure, New TTC Infrastructure, Interchange Stations and Bus Terminals in order to minimize the impact on TTC customers, services and operations having regard to the effect on the Program completion schedules and costs. Metrolinx shall also ensure that the construction activities are in compliance with all site specific or work specific conditions included in the TTC's Technical Review comments or approval of any design, in any other approval or agreement provided by the TTC;
- (vii) Metrolinx shall, in advance of any work being carried out, provide to the TTC for review and approval particulars of and plans relating to any Design Change;
- (viii) The TTC shall be entitled to attend all pre-construction and construction site meetings relating to work on the Program which impacts TTC Infrastructure, New TTC Infrastructure, Interchange Stations, Bus Terminals or is within the Zone of Influence;
- (ix) The TTC shall have the right to perform Interim Inspections and a Final Inspection related to any construction activity within the Zone of Influence and for this purpose Metrolinx shall at all reasonable times, and upon reasonable notice, allow the TTC, its representatives, agents, advisors and consultants to have access to the construction site, provided the City and its representatives, agents, advisors and consultants comply with the requirements set out in Subsection xi below;
- (x) The TTC shall notify Metrolinx of any defects and deficiencies it identifies in any Interim Inspection conducted by it within 2 weeks following such Interim Inspection, and Metrolinx shall be responsible for correcting all identified defects and deficiencies to the satisfaction of the TTC, acting reasonably;

(xi) All TTC inspectors and site visitors will adhere to the security and safety requirements imposed by Metrolinx at each specific job site and/or any other work being carried out by Metrolinx for purposes of the Projects and will sign in at the site construction office;

(xii) All construction staging plans which impact or may impact in any way TTC Infrastructure and/or TTC's operations shall be reviewed and approved by the TTC. Any modifications to a TTC approved construction staging plan shall also be reviewed and approved by the TTC. For greater certainty, TTC will not approve any construction staging plan which compromises or may compromise, in any way, any TTC life, fire, safety system or transit operations save and except that the TTC will consider requests for evening and weekend shutdowns to accommodate major work; and

(xiii) Any Interim Inspections, Final Inspections or Warranty Inspections carried out by the TTC shall not have the effect of waiving or transferring any liability or obligation under this Agreement from Metrolinx to the TTC.

8. Suspension of Work

(a) If the TTC, acting reasonably, has reason to believe that work on the Program is having a significant and material detrimental impact on the provision of a safe and reliable transit service, then upon receipt of notice from the TTC, Metrolinx shall temporarily suspend any work which is interfering with the provision of a safe and reliable transit service for a reasonable time as may be necessary to protect or restore the provision of a safe and reliable transit service, to the satisfaction of the TTC, acting reasonably. The TTC agrees to work diligently with Metrolinx to resolve the TTC's concerns having regard to scheduled completion date(s) of the Program. Metrolinx shall be responsible for all direct costs incurred by it or by Project Co arising from the suspension of work pursuant to this Section.

(b) Notwithstanding the above, in the case of a situation in which there is an immediate safety risk to TTC Infrastructure, TTC systems or the health and safety of a TTC employee or customer, the TTC shall be able to immediately order Metrolinx or Project Co to immediately stop any work activity which has caused the immediate safety risk. The TTC agrees to work diligently with Metrolinx and/or Project Co to resolve the TTC's concerns having regard to scheduled completion date(s) of the Program. Metrolinx shall be responsible for all direct costs incurred by it or by Project Co arising from the suspension of work pursuant to this Section.

9. Environmental Matters

Metrolinx shall not use, store or deposit upon TTC lands any Hazardous Material other than in strict compliance with Environmental Law. Any environmental contamination of TTC lands contrary to all applicable Environmental Laws including, but not limited to, soil or ground water contamination, directly resulting from the use or occupation by Metrolinx of such TTC lands, shall be remediated as soon as practically possible at the sole expense of Metrolinx and to the satisfaction of the TTC, acting reasonably. If Metrolinx fails to comply with its obligations under

this Section 9, the TTC may carry out such measures and may recover from Metrolinx the reasonable costs incurred by the TTC in doing so. Metrolinx and the TTC shall immediately notify each other of all notices, orders or requirements of governmental or administrative authorities or other third parties which Metrolinx or the TTC, as the case may be, is or becomes aware with respect to TTC lands or TTC Infrastructure on which work is conducted for the Program and Metrolinx shall advise the TTC of any environmental contamination on TTC lands caused or discovered by Metrolinx while undertaking work on the Program

10. Commissioning and Acceptance

The TTC and Metrolinx shall conduct a joint Final Inspection and Commissioning of the Interchange Stations, Bus Terminals and New TTC Infrastructure. Metrolinx shall be responsible for correcting all defects and deficiencies identified in the Final Inspection to the satisfaction of TTC, acting reasonably. Metrolinx shall Commission the New TTC Infrastructure in accordance with a commissioning process developed by the TCC in consultation with Metrolinx.

11. Warranties

Metrolinx shall provide the TTC with warranties for New TTC Infrastructure for a period of not less than two (2) years from the date such New Infrastructure becomes operational, except as otherwise required by the TTC. Joint TTC and Metrolinx Warranty Inspections shall be conducted prior to the expiry of the applicable warranty period. Metrolinx shall rectify or caused to be rectified all defects and deficiencies identified in any Warranty Inspection conducted pursuant hereto to the satisfaction of the TTC, acting reasonably. For the purposes of this Section 11, "becomes operational" means the date that the New Infrastructure is used.

12. Notices and Reporting

Each of Metrolinx and the TTC shall as soon as it becomes aware of same, notify the other of the following: any injuries to persons on TTC lands or damage to TTC Infrastructure or TTC lands that occurs in the course of Metrolinx undertaking work on the Projects; any extension to or other variation of the schedule for the Projects that materially varies the time contemplated in the tender documents or the Project Agreement for work within the Zone of Influence; all significant developments; and any proposed decision where the effect thereof may reasonably be expected to materially affect the functionality, safety or integrity of any part of the TTC Infrastructure, TTC systems or the operation of a safe and reliable transit service.

13. Metrolinx Insurance

In respect of the Projects and unless the parties agree to otherwise amend the provisions set forth below, Metrolinx will obtain and maintain or cause to be obtained and maintained from the commencement date of construction of any component of a Project and until the substantial completion date of such component the insurance for the minimum coverage specified below, and all such policies shall be primary and not in excess to, or contributing with, any insurance maintained by the TTC:

(i) Commercial General Liability or Wrap-Up General Liability Insurance:

(a) General Provisions

Commercial General Liability or Wrap-Up General Liability insurance coverage for a combined single limit in accordance with the requirements of Subsection (i)(c) below (as applicable) per occurrence and in the aggregate with respect to products and completed operations, against claims for bodily injury (including death), personal injury, property damage (including loss of use). The policy shall contain the standard sub-limits and exclusions. Such policy shall include the following coverages:

- extended products and completed operations liability for a period of not less than twenty-four (24) months from the date of substantial completion of the applicable component. The provision of this element of coverage can be provided by the subsequent renewal of an annual liability policy for two (2) policy periods post substantial completion of a component of the work;
- written contractual liability;
- owner's and contractor's protective liability;
- contingent employer's liability;
- employer's liability (as applicable);
- non-owned automobile liability including legal liability for damage to hired autos (SEF #94) and contractual liability (SEF #96);
- cross liability/severability of interests;
- no XCU exclusion (explosion, collapse and underground)(if applicable);
- contingent incidental medical malpractice;
- broad form property damage;
- sudden & accidental pollution liability subject to a minimum scope equal to IBC 2313, time element pollution; and
- tenants legal liability.

If coverage is placed on a Wrap-up basis, such policy shall include as insureds, Project Co, the Contractor, any other contractors, subcontractors, consultants, sub-consultants, engineers and architects (but not for professional liability purposes) working on a Project and suppliers to a Project who provide materials or perform construction or installation work or other services at a Project site.

(b) Term of Policy

The commercial general liability policy or wrap-up general liability policy shall be effective from the date of the commencement of construction on a Project until the date of substantial completion of such Project or from the commencement date of construction of any component of a Project until the substantial completion date of such component.

(c) Limits to Coverage

If the work for any component of a Project involves or is defined under a specific contract or contracts as pertaining to tunnelling and related construction or construction of Interchange Stations, either below, at or above grade, coverage shall be placed on a wrap-up basis and the limit shall be Two Hundred Million Dollars (\$200,000,000) per occurrence and in the aggregate with respect to completed operations.

If the work for any component of a Project does not involve, or is not defined under a specific contract or contracts as pertaining to tunnelling and related construction or construction of Interchange Stations, either below, at or above grade, coverage shall be placed on a Wrap-up basis and the limit shall be One Hundred Million Dollars (\$100,000,000) per occurrence and in the aggregate with respect to completed operations.

If the work for any component of a Project involves neither of the above, and is limited only to non-construction service operations such as geotech studies, soil testing, architecture and engineering services and similar activities, coverage shall be placed on Commercial General Liability policy basis and the limit shall be Fifty Million Dollars (\$50,000,000) per occurrence and in the aggregate with respect to completed operations.

(ii) Builders' Course of Construction Insurance

(a) General Provisions

Course of construction insurance including boiler and machinery (if applicable) in the form of an "all risks" builders risk policy written on a replacement cost basis with a limit equal to the replacement value of the work. Such policy shall provide coverage for direct physical loss of or damage to property in course of construction while at the location of the construction site and owned by the insured and used or to be used as part of the construction. Such policy shall contain the standard sub-limits and exclusions.

(b) Term of Policy

For each component of a Project, if applicable, a Builders' all risk course of construction insurance policy shall be effective from the date of the commencement of construction work for such component of the Project until the date of substantial completion of the construction work for such component of the Project and acceptance by Metrolinx (in respect construction work being performed on infrastructure that will be owned by the TTC, such insurance shall be maintained until the date of acceptance by the TTC).

(iii) Automobile Liability Insurance

Third party liability insurance coverage for bodily injury, death, damage to property and statutory accident benefits coverage with respect to all vehicles owned, licensed or leased by *the Insured* with limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence. If the

policy is issued pursuant to a government-operated automobile insurance system, the Insured shall provide the parties with confirmation of automobile insurance coverage for all automobiles registered in the name of the Insured.

Any deductibles or self-insured retentions under any insurance policies required to be maintained by Metrolinx shall be the responsibility of Metrolinx. In respect of the wrap-up general liability insurance required under (i) and the builders' all risks course of construction insurance under (ii) above, the TTC shall be included as an additional named insured and such policies shall provide a waiver of subrogation in favour of the TTC. In respect of the commercial general liability insurance required under (i) above, if maintained, the TTC shall be included as an additional insured. Each of the insurance policies required to be maintained hereunder shall be subject to reasonable deductibles, payable by Metrolinx in the event of an insurance claim.

Metrolinx shall deliver or cause to be delivered to the TTC evidence of the insurance required to be maintained pursuant to the above prior to the commencement of construction of any component of a Project and thereafter within 15 business days following the renewal or replacement of such policy(ies), until substantial completion of construction of such component, without notice or demand. If Metrolinx fails to provide or maintain or cause to be provided and maintained insurance as required following 30 business days' notice in writing to Metrolinx, the TTC shall have the right to provide and maintain such insurance at Metrolinx's cost and Metrolinx shall pay the cost thereof on demand.

All owner-controlled project-specific insurance policies acquired by Metrolinx or Project Co for construction of the Projects shall be placed with insurers licensed to underwrite insurance in the jurisdiction of the Province of Ontario and have affirmed a Best Financial Strength Rating of at least A- at the time of placement of such insurance. The policies required in (i) and (ii) above shall contain an endorsement requiring the insurer(s) to notify the TTC in writing, by registered mail, at least sixty (60) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation of the insurance stated herein.

(iv) Professional Liability (Errors & Omissions) Insurance

Metrolinx will cause Project Co, the Contractor or other contractors, subcontractors, consultants, subconsultants and others engaged in the design and engineering work for a Project to obtain and maintain professional liability (Errors & Omissions) insurance for claims alleging from an error, omission or negligent act in the performance of a professional service. Such insurance will have a limit of not less than one million dollars (\$1,000,000.00) per claim limit and in the policy aggregate, and shall continue in force for a period of not less than twenty-four (24) months from the date of the substantial completion of the work. Such policy shall contain the standard sub-limits and exclusions.