

Metrolinx Network Code

Version 1.0

January 26, 2020

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

(a) The following terms are defined in this Network Code:

- (i) **"Access Agreement"** means any agreement between Metrolinx and a Train Operator governing the operation by the Train Operator of Trains on the Metrolinx Network.
- (ii) **"Ancillary Train Movement"** means any non-revenue train movement necessary to give effect to a Revenue Journey permitted under the relevant Access Agreement, including switching, deadhead and equipment movements.
- (iii) **"Appropriate Location"** means the safe location designated by Metrolinx to which a Failed Train will be moved.
- (iv) **"Cancellation"** means any Revenue Train Journey which does not operate for its entire planned trip within the Metrolinx Network.
- (v) **"Contingency Criteria"** is defined in Section 9.4.
- (vi) **"Control Period"** is defined in Section 5.2(d).
- (vii) **"Control Point"** means that person or section within a Train Operator's organisation whose responsibility includes dealing with Disruptive Events.
- (viii) **"Competent Authority"** means any federal, provincial, territorial, municipal, regional, local or other government, and any government-established court, agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions respecting government, including, with respect to VIA, the Canadian Transportation Agency.
- (ix) **"Decision"** means a determination made by Metrolinx under this Network Code.
- (x) **"Delay"** for any Train Journey, the period of time in respect of which the applicable Train is recorded passing, arriving or departing from any Specified Monitoring Point later than the scheduled time shown in the Master Schedule.
- (xi) **"Delay Attribution Principles"** means the document which provides guidance on the attribution of delay across the Metrolinx Network entitled "Delay Attribution Principles and Rules", as issued by Metrolinx and updated from time to time. [Note: The Delay Attribution Principles are under development and will be incorporated in a future version of this Network Code]
- (xii) **"Disruptive Event"** is defined in Section 9.1(a).
- (xiii) **"Equipment"** means one or more locomotives, and/or cars which can be operated under their own power in a Train movement.

- (xiv) **"Equipment Change"** means, in respect of a Train Operator, any change to the Specified Equipment including by way of:
 - (A) alteration to the physical and operational characteristics of Specified Equipment;
 - (B) any increase in the length of any Trains beyond that specified in the Access Agreement to which it is party; or
 - (C) the inclusion in Specified Equipment of any railway vehicle which is not included in the Access Agreement.
- (xv) **"Equipment/Infrastructure Change Request"** is defined in Section 12.2(a).
- (xvi) **"Evaluation Criteria"** is defined in Section 5.4.
- (xvii) **"Failed Train"** means a Train which is the subject of a Train Failure.
- (xviii) **"Freight Train"** means a Train which is not a Passenger Train.
- (xix) **"GO Transit"** means GO Transit, a division of Metrolinx.
- (xx) **"Handover Location"** means a location where a Train Operator's Trains enter or exit from Metrolinx Network or where rail traffic control is otherwise demarcated.
- (xxi) **"Infrastructure Change"** means:
 - (A) any change (including any improvement or enlargement) to,
 - (I) any part of the Metrolinx Network; or
 - (II) the format of any operational documentation owned or used by Metrolinx or a Train Operator including timetables, operating rules, operating bulletins and other documentation governing train operations;which in either case is likely to materially affect the operation of Trains operated by a Train Operator on the Metrolinx Network.
 - (B) any material change to the location of any of the Specified Monitoring Points referred to in Section 8.1(a)(i);
 - (C) any change (not being a change within Sections (A) or (B)) to the operation of the Metrolinx Network (including a temporary speed restriction) or series of such changes which has lasted for more than six months and which is likely materially to affect the operation of Trains by a Train Operator on the Metrolinx Network; or
 - (D) any material change to a previously agreed Infrastructure Change (and for the purposes of this definition a previously agreed Infrastructure Change means any change as referred to in Sections

(A), (B) or (C) which has not yet been implemented by Metrolinx but in respect of which the procedure set out in Section 12 has been initiated,

and shall not include a closure or any change to any System or System Interface of any System owned or used by Metrolinx or a Train Operator.

- (xxii) **"Master Schedule"** means the finalized integrated schedule for any Schedule Period including fully harmonized, conflict free, fully routed schedules for all operators' services, including Ancillary Train Movements and Freight Train Slots, including the requirements set out in in Section 5.1(i).
- (xxiii) **"Metrolinx Contact Person"** means the Metrolinx Duty Manager or other person with supervisory authority of the NOC.
- (xxiv) **"Metrolinx Contingency Plan"** is defined in Section 8.5(a).
- (xxv) **"Metrolinx Monitoring System"** is defined in Section 8.1.
- (xxvi) **"Metrolinx Network"** means the lands and property, including track, signals, structures and stations, owned, leased or otherwise controlled by Metrolinx.
- (xxvii) **"NOC"** means Metrolinx Network Operations Control, which is the division of Metrolinx responsible for rail traffic control and dispatching of all Trains on the Metrolinx Network.
- (xxviii) **"Notice"** is defined in Section 4.1.
- (xxix) **"Operations Review Meeting"** is defined in Section 4.2(a)(i).
- (xxx) **"Part-Cancellation"** means any Revenue Train Journey that does not commence from its planned point of origin and/or or reach its planned destination on Metrolinx Network.
- (xxxi) **"Passenger Train"** means a Train which provides services for the carriage of passengers by rail, including a Train performing an Ancillary Train Movement.
- (xxxii) **"Network Code"** is defined in Section 1.2(a).
- (xxxiii) **"Revenue Train Journey"** means a scheduled Train Journey by a Passenger Train which is available for the carriage of passengers.
- (xxxiv) **"Rules of the Route"** means the document prepared by or on behalf of Metrolinx from time to time setting out the White Space available for routine engineering work during a Control Period. The Rules of the Route are a subset of the Workblock Planning Rules and are incorporated by reference within the Schedule Planning Rules.
- (xxxv) **"Schedule Period"** means the periods between:
 - a) the Primary Schedule Change Date and the Secondary Schedule Change Date; and

- b) the Secondary Schedule Change Date and following Primary Schedule Change Date.
- (xxxvi) **"Schedule Development Period"** means the period before the applicable Primary Schedule Change Date or applicable Secondary Change Date as per Section 4.2 (b).
- (xxxvii) **"Schedule Planning Rules"** means the document prepared by Metrolinx from time to time setting out the schedule planning rules applicable to the Metrolinx Network, which are incorporated as Schedule 1 to this Network Code.
- (xxxviii) **"Slot"** means a conflict-free train path established in the applicable Master Schedule that is available for use by the designated Train(s).
- (xxxix) **"Specified Equipment"** means any railway vehicle or on-track Equipment that is permitted to operate on Metrolinx Network pursuant to an Access Agreement.
- (xl) **"Specified Monitoring Point"** means any location specified by Metrolinx in respect of which Metrolinx records the time at which Trains pass such locations, the times at which they do so and the difference between those times and the corresponding scheduled times.
- (xli) **"System"** means any configuration of computer hardware software and related communications equipment, whether or not the components are located on one site.
- (xlii) **"System Interface"** means that part (whether logical, electrical, mechanical or otherwise) of any System which enables that System to interface with any other System, including for the purpose of passing data or other information between them.
- (xliii) **"T- "** means, in respect of any date, the indicated number of days, weeks or months, as applicable, before that date.
- (xliv) **"Third Party Network"** means Network rail lines outside the Metrolinx Network on which Metrolinx operates Passenger Train for its GO Transit services, including rail lines owned or controlled by Canadian National Railway or Canadian Pacific Railway.
- (xlv) **"Track Closure"** means any restriction of use of the track, signalization, or electrification which materially affects any Train Journey.
- (xlvi) **"Train"** means a locomotive with or without cars, or self-propelled car(s) intended to operate on the main track at speeds in excess of 15mph or a track unit when so designated.
- (xlvii) **"Train Consist"** means a description of the type, number and positioning of all vehicles contained within a Train.
- (xlviii) **"Train Crew"** means the personnel on a Train responsible for the operation of that Train, including, as may be relevant, Train operating personnel, engineers, conductors and customer service ambassadors.

- (xlix) **"Train Dispatching Priorities"** is defined in Section 10.1(a).
- (l) **"Train Dispatching Prioritization Statement"** is defined in Section 10.1(c).
- (li) **"Train Failure"** means any failure of a Train to move under its own power (including as a result of breakdown or any failure properly to load the Train) or defect with onboard equipment rendering it unsuitable to move under its own power.
- (lii) **"Train Operator"** means an entity that is authorized to operate Trains on the Metrolinx Network pursuant to an Access Agreement.
- (liii) **"Train Operator Contact Person"** means the person(s) nominated by a Train Operator to receive information from and send information to the NOC.
- (liv) **"Train Journey"** means any scheduled Train trip or journey on the Metrolinx Network.
- (lv) **"UP Express"** mean UP Express, a division of Metrolinx.
- (lvi) **"White Space"** means vacant and accessible track and platform capacity available for use in the construction of schedules a Train Journey without conflict with other scheduled Train Journeys or with the Rules of the Route.
- (lvii) **"Workblock Planning Rules"** means the document prepared annually or from time to time by Metrolinx setting out procedures for implementing Track Closures. The Workblock Planning include the Rules of the Route and are incorporated by reference into the Schedule Planning Rules.

1.2 Metrolinx Network Code Referenced Documents

- (a) This Metrolinx Network Code (the **"Network Code"**) is comprised of:
 - (i) the general provisions of the Network Code;
 - (ii) Schedule 1 - Schedule Planning Rules; and
 - (iii) Schedule 2 - Delay Attribution Principles. **[Note: The Delay Attribution Principles are under development and will be incorporated in a future version of this Network Code]**

1.3 Interpretation

- (a) In this Network Code, unless the context otherwise requires:
 - (i) references to Sections are references to Sections of this Network Code;
 - (ii) the division of this Network Code into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect construction or interpretation;
 - (iii) references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by

other statutory provisions from time to time and shall include references to any statutory provisions of which they are re-enactments (whether with or without modification);

- (iv) "including" means including without limitation, and the terms "include", "includes", and "included" have similar meanings;
- (v) any agreement, instrument, licence, standard, schedules, code or other document referred to in this Network Code or entered into, approved, authorised, accepted or issued by a person pursuant to this Network Code shall be construed, at the particular time, as a reference to that agreement, instrument, licence, standard, Schedules, code or other document, as it may then have been amended, varied, supplemented or notated;
- (vi) subject to any express terms of this Network Code, words and abbreviations which have well known technical or trade meanings will have those respective meanings;
- (vii) unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to by days between two dates, it will be calculated by excluding the first and including the last day of such period. Unless otherwise specified, references to "day" shall mean calendar day;
- (viii) the provisions of the main body of this Network Code govern to the extent of any inconsistency or conflict with the provisions of any schedules attached hereto and
- (ix) This document has been prepared in the English language. Metrolinx may make available a French language translation of this document for reference purposes. For clarity, the English language version constitutes the official version of this document, and any translation is for convenience only. The English language version of this document governs all questions of interpretation or application, and all communication between Metrolinx and Operators will be conducted in English.

2. PURPOSE OF THE PROCEDURE

2.1 Purpose of the Network Code

- (a) This Network Code sets out rules and procedures applicable to Train Operators accessing the Metrolinx Network for the operation of their Trains and includes rules and procedures with respect to the allocation of capacity within the Metrolinx Network, including detailed routing and scheduling of all train movements and the restrictions of use of the Metrolinx Network to permit maintenance and construction activities. These include:
 - (i) development process and planning timescales for establishing schedules in each Schedule Period, including the timescales for Metrolinx providing details of paths for each Schedule Period. This includes for the establishment of limited temporary additional services which shall not exceed any Schedule

- Period, or the temporary additional rights permitted in any applicable access agreement;
- (ii) monitoring the punctuality and reliability of Trains;
 - (iii) procedures to be followed on the occurrence of Disruptive Events;
 - (iv) the Metrolinx authorization process for:
 - (A) a change to a Train Operator's Specified Equipment to be used on the Metrolinx Network; and
 - (B) the introduction of new Equipment (that is not already Specified Equipment), by a Train Operator on the Metrolinx Network;
 - (v) procedures for Train Operators to request changes to the Metrolinx Infrastructure;
 - (vi) procedures for Train Operators to request to establish additional train services in their access agreements or in a new access agreement
 - (vii) Notice regarding changes to the Metrolinx Infrastructure that may materially affect a Train Operator;
 - (viii) Train dispatching priorities following a Disruptive Event; and
 - (ix) Metrolinx procedures for consulting with Train Operators on various matters related to this Network Code.

2.2 Application of this Network Code

- (a) As of the date of this Network Code, this Network Code has not been fully implemented by Metrolinx. Metrolinx intends to implement this Network Code using a phased-in approach with timing to be determined by Metrolinx in consultation with Train Operators. Metrolinx will notify impacted Train Operators of expected timelines for the phasing-in of each part of this Network Code as they are developed, and in any case at least 90 days before applicable provisions are applied or updated.

3. RELATIONSHIP BETWEEN THIS PROCEDURE AND ACCESS AGREEMENTS

3.1 Relationship Between this Network Code and Access Agreements

In the event of a conflict between this Network Code and an applicable and current Access Agreement, the terms of the Access Agreement will govern to the extent of that conflict.

3.2 Notices

- (a) All notices, requests, demands, instructions, certificates, consents and other communications (each being a "**Notice**") issued under this Network Code shall be in writing, delivered to the Metrolinx Contact or the Train Operator Contact, as applicable, and shall be in English, provided that where this Network Code

contemplates the provision of Notice between a Train Operator and the NOC, such Notices may be provided orally or electronically in accordance with protocols established by the NOC from time to time.

3.3 Meetings

- (a) Train Operator Meetings
 - (i) Metrolinx may, from time to time, convene meetings with one or more Train Operators to discuss operational issues on the Metrolinx Network, to review Train Operator performance, to discuss Train scheduling, and to discuss alterations to Train Operator operations which will improve performance and reduce Delays, Cancellations and Part Cancellations on the Metrolinx Network (each, an “**Operations Review Meeting**”).
 - (ii) Train Operators are expected to:
 - (A) attend and participate in Operations Review Meetings, and
 - (B) implement any strategies agreed at the Operations Review Meetings, as applicable to the Train Operator.

4. ESTABLISHMENT OF METROLINX MASTER SCHEDULE

Explanatory note

Metrolinx has a continuously evolving schedule which is adjusted twice per annum on a Primary and a Secondary Schedule Change Date. Changes need to be harmonized across all operators to occur simultaneously as this enables changes to be achieved successfully whilst overall track capacity utilization is optimized. Train Operators are now required to request any changes to their schedules by bidding their requests into white space, based on the schedule in force at the time they make their requests. This will assist Metrolinx to establish forward schedules. Metrolinx will also be permitted, through the relevant Access Agreement to flex Train Operators schedules within the limits set out in each access agreement. This section sets out the procedure by which Metrolinx will initiate, develop and establish each schedule period either at a Primary Schedule Change Date or Secondary Schedule Change Date.

Schedules must be constructed in accordance with the applicable Schedule Planning Rules and Workblock Planning Rules which will be issued to Train Operators in advance of each Schedule Development period.

The Schedule Planning rules now require all train movements to be fully scheduled at nominated locations including their detailed routing using validated section run times. Planning gaps between trains are documented for all scenarios and locations in order to ensure robust viable schedule construction.

4.1 See also Section 7 regarding Workblock Planning Rules. Metrolinx Master Schedule

- (a) The Metrolinx Master Schedule will identify the timings and scheduled stopping points of all planned Passenger Trains and Freight Train Slots within the Metrolinx

Network. The Master Schedule may also identify timings and scheduled stopping points of Metrolinx Passenger Trains operating on a Third Party Network. The planned Train Consist and Manifest Data for every Train movement will be included in the Master Schedule. Each applicable Metrolinx Master Schedule will be established following the terms and processes set out in this Section 5.

4.2 Schedule Changes

- (a) Metrolinx may, in its sole discretion, amend the schedules for its own Revenue Journeys including GO Transit schedules and GO Transit passenger schedules from time to time.
- (b) It is Metrolinx' intention to have any material changes to the Master Schedule be made on the following dates each year, which dates are subject to change by Metrolinx' sole discretion:
 - (i) Primary Schedule Change Date which shall be, in each year, the last Saturday prior to Labour Day; and
 - (ii) Secondary Schedule Change Date, which shall be, in each year, the second Saturday in April.

Metrolinx will provide at least 12 months' notice before changing the Primary Schedule Change Date and/or the Secondary Schedule Change Date.

- (c) The Schedule Planning Rules will document annually all necessary rules and requirements for the development of schedules on Metrolinx Network and, where appropriate, any relevant rules applicable to Third Party Network that impact scheduling on Metrolinx Network including Handover Locations. This will include planning headways, timing geography, junction margins, section run times and any other relevant schedule planning information determined necessary by Metrolinx.
- (d) The Workblock Planning Rules will document annually when and where track closures are permitted in 8 discrete engineering periods as set out in Section 5.2(e) ("**Control Periods**"). As these may vary slightly by period, Train Operators must ensure their requests for train service are continuously compliant with any requirements set out in the Schedule Planning Rules. The Workblock Planning Rules may also show, to the extent that information has been made available by CN and CP, any applicable track closures that have been advised by CN and/or CP.
- (e) It is Metrolinx' intention to have Control Periods on the following dates:
 - (i) "**Control Period A**" means the period from the Primary Schedule Change Date up to and including the first Saturday in November;
 - (ii) "**Control Period B**" means the period from the day following the first Saturday in November up to and including the first Saturday in December;
 - (iii) "**Control Period C**" means the period from the day following the first Saturday in December up to and including the first Saturday in January;

- (iv) **“Control Period D”** means the period from the day following the first Saturday in January up to and including the first Saturday in March;
- (v) **“Control Period E”** means the period from the day following the first Saturday in March up to and including the first Saturday in April;
- (vi) **“Control Period F”** means the period from the day following the first Saturday in April or the Secondary Schedule Change Date, as applicable, up to and including the first Saturday in May;
- (vii) **“Control Period G”** means the period from the day following the first Saturday in May up to and including the last Saturday in June; and
- (viii) **“Control Period H”** means the period from the day following the last Saturday in June up to and including the last Saturday in August.

Following the relevant development periods set out in section 5.3, Metrolinx will issue the Master Schedule for each Control Period by T-90 days before the start of the Control Period, ready for implementation on the applicable date.

- (f) Metrolinx may change the start and end date of Control Periods at its sole discretion and will notify Train Operators at least 6 months in advance.
- (g) Train Operators may propose changes to their schedules in the Master Schedule in accordance with the planned dates for the amendment of the Master Schedule as set out in Section 6 below.

4.3 Annual Schedule Development Process

- (a) Train Journey schedules in Master Schedule are reviewed and updated annually at the Primary Schedule Change Date. They may also be updated/revised at the Secondary Schedule Change Date each year.

To assist in this process, Metrolinx recommends that Train Operators produce annually before a Primary Schedule Change Date their forecasted service plan on the Metrolinx Network on a 3 and 5 year look-ahead basis, to ensure adequate time for both parties to collaborate and resolve any potential conflicts or issues.

Metrolinx expects that, with the service forecasts at T-3 and T-5 years, Train Operators will include suitable and sufficient information as set out in section 6.3.

3 and 5 year service forecasts are preliminary and subject to change. Subject to satisfactory completion of the requirements of section 6.3, a formal schedule bid will not be required until T-18 months as set out in the table below.

- (b) Schedules are established in the Metrolinx Master Schedule reflecting the following day sets:
 - (i) Weekdays (i.e. Monday, Tuesday, Wednesday, Thursday, Friday)
 - (ii) Saturdays; and

- (iii) Sundays.
- (c) The Primary Schedule Change date provides an anchor for the 18-month Annual Schedule Development Process during which schedules are developed, agreed and implemented.
- (d) Schedule Planning chronology leading to the establishment of each Applicable Master Schedule.

4.4 Establishment of Metrolinx Master Schedule - Schedule Planning Period

STEP #	Time to Primary Schedule Change Date	Activity
1	T-17 months	Metrolinx issues as draft to impacted Train Operators: <ul style="list-style-type: none"> • Draft Planned Service Level (a typical weekday and weekend day schedule for upcoming year); • Draft Schedule Planning Rules; and • Draft Planned Major Track Closures (full Subdivision Closure)
2	T-17 to T-15 months	Train Operators give feedback any observations on the proposed Schedule Planning Rules and Planned Major Closures. The parties will co-operate to resolve any issues.
3	T-12 months	Metrolinx issues to Train Operators: <ul style="list-style-type: none"> • Final Planned Service Level • Final Schedule Planning Rules
4	T-12 to T-9 months	During the period T-12 months to T-9 months Metrolinx and Train Operators shall co-operate to draft (as may be necessary) any varied Train Slots for a typical full week in the applicable Schedule Period, including variations required by Metrolinx in accordance with the applicable Access Agreement.
6	T- 9 months	Metrolinx issues draft base Master Schedule (7-Day Train Service Plan) including draft platform allocation. Metrolinx issues Proposed Rules of the Route for the upcoming Year showing opportunities for construction and maintenance works.
7	T-9 to T-8 months	Train Operators cooperate with Metrolinx to resolve any outstanding issues

STEP #	Time to Primary Schedule Change Date	Activity
8	T-6 months	Train Operators provide Metrolinx with proposed compliant equipment cycling, platform allocation and crew resourcing for validation purposes for the upcoming Control Period.
9	T-135 days	Metrolinx issues final draft of the Weekly Master Schedule for the upcoming Control on a rolling basis
10	T- 90 days	Metrolinx issues final Master Schedule for applicable Control Period

4.5 Variations of Train Operator Schedules

- (a) Variations to a Train Operator’s scheduled Train Journeys or Train Slots required or requested by Metrolinx, due to track closures or other reasons, will be made in accordance with the applicable Access Agreement. Metrolinx may refer to the Evaluation Criteria in determining its priorities, where there are competing requirements for the use of track capacity.

5. CHANGES TO TRAIN OPERATOR SCHEDULES

Explanatory note

This section sets out the procedure that Metrolinx will use in order to arrive at any Decision where competing aspirations for the use of spare capacity might arise between Train Operators and where high capacity utilization rates may adversely affect on-time performance and reliability. The Evaluation Criteria are designed to enable Metrolinx to use and protect the capacity it owns and manages on its own network for its own service, including future proposed expansion, during which period, spare track capacity will become increasingly scarce.

It also provides for Metrolinx to offer varied and limited additional paths on a short term basis (a single Schedule Period) to Train Operators, without them being established as any form of future entitlement to Train Operators, who must re-request any changes or limited additional service with each Schedule Development period to which they are requesting such changes to apply.

Where Train Operators wish to secure capacity for long-term use, detailed advance capacity evaluation studies will be necessary covering all of the necessary time periods that requested rights cover. Metrolinx may require infrastructure improvements to preserve the long-term capacity of its network. It is highly likely that such rights will also require significant new infrastructure in locations where the property footprint is already used, or planned to be used, to its maximum potential. Such additional new access rights will thus be subject to negotiation and scrutiny prior to Metrolinx being able to reach agreement or decline to grant the requested capacity.

5.1 Evaluation Criteria

- (a) Where a Train Operator may request changes to its schedules, including any request for additional services under Section 5.2 or a Temporary Change Request under Section 5.4, these may be made at the sole discretion of Metrolinx subject to its application of the Evaluation Criteria set out in Section 5.1(c) in making a Decision and/or any limitations in the applicable Access Agreement.
- (b) The Evaluation Criteria may be used where Metrolinx is required to make a Decision on any matter in this Network Code. Its objective shall be to allocate capacity on the Metrolinx Network for the safe carriage of passengers and freight in the most efficient and economical manner, in the overall interest of the Metrolinx Network and Metrolinx services, whilst taking into consideration the requirements of applicable Access Agreements.
- (c) In achieving the objective, Metrolinx may consider which of the following objectives are relevant to the Decision being made (the “**Evaluation Criteria**”):
 - (i) maintaining, developing and improving the capability of the Metrolinx Network;
 - (ii) ensuring that GO Transit/UP Express services fulfill applicable roles and objectives of Metrolinx;
 - (iii) ensuring that the maximum number of passengers can be carried;
 - (iv) maintaining and improving train service punctuality and reliability;
 - (v) ensuring that Train Journey times are as short as reasonably possible;
 - (vi) maintaining and improving the consistency and regularity of passenger schedules where third party Trains share tracks used by Metrolinx Passenger Trains;
 - (vii) seeking consistency with any relevant planned service level, schedule or Metrolinx route capability and utilisation strategy, including the reservation of capacity for future Metrolinx services;
 - (viii) mitigating the impact of train operations on the environment; and
 - (ix) enabling all Train Operators to utilise their assets efficiently.

In the event of requests from a Train Operator for new or revised services which conflict with existing or planned schedules, in deciding which services are to receive priority, Metrolinx will be entitled to give priority to any of its own proposed new services or future aspirations which are operated over infrastructure provided or funded by Metrolinx to enable such services to operate.

- (d) When applying the Evaluation Criteria, Metrolinx will consider which of these objectives is or are relevant to the particular circumstances and apply those it has identified as relevant to the Decision. Where, in light of the particular circumstances, Metrolinx considers that application of two or more of the relevant Considerations will

lead to a conflicting result then it will decide which of them is or are the most important in the circumstances and when applying it or them, do so with appropriate weight.

5.2 Changes to Revenue Train Journeys

- (a) If a Train Operator wishes to operate additional services in excess of those permitted in any relevant Access Agreement and which are not a Temporary Change Request, Metrolinx will consider such requests subject to the Train Operator following the procedure set out in this Section 5.2 and Section 5.3 below. Metrolinx' evaluation of such requests will be extensive and cover all necessary time periods that the proposed additional services will interact with and which may extend beyond a 30-year horizon. Such proposals will inevitably drive a requirement to also evaluate the need for additional equipment and infrastructure, including feasibility assessments and design work, which will be required to be progressed and completed in accordance with Section 11 of this Network Code before any new rights can be established pursuant to a definitive agreement.

Metrolinx may cease its consideration of any request if it considers that insufficient progress on reaching a definitive agreement has been made before the intended implementation date.

- (b) Metrolinx may at its sole discretion require Train Operators to additionally follow the requirements set out in Section 11 of this Network Code if applicable to any request under this Section.
- (c) The Train Operator shall be liable for all costs incurred by Metrolinx in evaluating the Train Operator's request.

5.3 Process framework for additions to or variations of Train Operator's schedules

A request by a Train Operator for an addition or change to an existing schedule, including scheduled Train Journeys and Slots, that is not a Temporary Change Request made under Section 5.4 must follow the procedure set out in this Section 5.3.

If a Train Operator wishes to make material and/or significant enhancements to its schedules, including any additional or varied services from what is provided for in an Access Agreement, a preliminary summary of these outline proposals shall be provided in writing at T-3 years and T-5 years before the applicable Schedule Change Date on which the proposed services would commence. This information should include intended service routing, frequencies, number of Train Journeys, stopping pattern, equipment, storage and any other relevant information, including parallel documentation in respect of how the services will enter and exit Metrolinx Network at the intended Handover location. Metrolinx will acknowledge any such requests from Train Operators and provide an initial indication of any significant issues it reasonably foresees may require to be addressed. Train Operators must follow the procedures set out below in this Section 5.

Subject to the satisfactory development and progression of a proposal in accordance with this Section 5 and, as appropriate, Section 11 of this Network Code, at T-3 years and T-5 years before the applicable Schedule Change Date, Train Operators shall

provide Metrolinx with detailed reference case development schedules, demonstrating how the services can be robustly accommodated into the schedules (including any infrastructure configuration changes that may have been required by Metrolinx and any Metrolinx service changes that have been advised to the Train Operator) in a format that can enable stress testing simulation in any modelling system specified by Metrolinx.

(a) **Initial Engagement:** At T-5 years and T-3 years, Train Operators must submit in writing a preliminary outline of the proposed services, of suitable and sufficient depth and detail as will enable Metrolinx to make an initial assessment of the proposal and including the following aspects:

- (i) additional service frequency desired by corridor/subdivision;
- (ii) duration of the proposed services;
- (iii) proposed type of equipment;
- (iv) stopping patterns;
- (v) equipment storage and maintenance requirements, including for Ancillary movements;
- (vi) anticipated timeline for implementation;
- (vii) levels of service flexibility they are able to accommodate, understanding that greater scheduling flexibility (timing/routing/platforming and journey time) will allow Metrolinx a greater propensity to evaluate and determine how it might be able to accommodate additional service over longer time periods;
- (viii) indicative approaches as to how known bottleneck areas and cross-plant conflicts can be resolved to accommodate the proposed services;
- (ix) initial consideration of constructability, environmental and planning issues where it is reasonably foreseeable that Infrastructure Change will be necessary or where additional services over existing infrastructure might give rise to environmental or planning issues; and
- (x) relationship of the proposed services with existing services and/or other owners of railway infrastructure over which the services will operate.

(b) **Metrolinx' Initial Response:** Metrolinx will advise the Train Operator in writing if it is able to accommodate the proposal, for the full duration of the proposed services, without any Infrastructure Changes. In this circumstance the proposal will be considered a "Type 1 Request".

If Metrolinx assesses that the proposal will, or is likely to, require any Infrastructure Changes at any time within the proposed duration of the services, the proposal will be considered a "Type 2 Request".

Metrolinx reserves the right to reconsider the assessment of a proposal as a Type 1 Request if at any time before the parties enter into a definitive agreement Metrolinx

determines that the proposal requires an Infrastructure Change, in which case the proposal will then be considered a Type 2 Request.

- (c) **Type 1 Request:** If the Train Operator's proposal is a Type 1 Request, the Train Operator shall co-operate with Metrolinx to establish the proposed service schedules in accordance with Section 5. This shall include detailed scheduling (including the provision of conflict-free scheduling and string diagrams) and simulation stress testing of the proposed schedules prior to any commercial agreement being established. Metrolinx shall undertake these assessments and may decline a Type 1 Request if scheduling and simulation testing fail to provide a sufficient level of punctuality and reliability of operation at any point during the proposed duration of the service.
- (d) **Type 2 Request:** If the Train Operator's proposal is a Type 2 Request, The Train Operator shall follow the procedure set out in Section 12 including to submit a Infrastructure Change Request and shall cooperate with Metrolinx to establish, develop, agree and implement a scope of works that will provide suitable and sufficient track capacity to accommodate the desired services over the desired term.

For Type 2 Requests, Metrolinx will require that detailed scheduling, simulation and degraded operating scenarios are stress-tested to establish the robustness of the proposed additional infrastructure at all relevant stages within the proposed duration of the new access rights. Metrolinx will be responsible for undertaking all such assessments, which need to harmonize all Train Operators schedules affected, or likely to be affected by the proposal.

Metrolinx shall be responsible for providing Train Operators with details of:

- the required infrastructure;
 - initial and detailed cost estimates for all work undertaken by Metrolinx;
 - construction schedules;
 - construction plans;
 - detailed engineering designs;
 - finalized project schedules and budgets;
 - scope and cost variations as may be reasonably necessary throughout the implementation stages; and
 - estimated capital renewal and maintenance costs associated with any new infrastructure.
- (f) In developing capacity analyses, infrastructure scope requirements, feasibility, design and any other work or analyses associated with the proposal, Metrolinx will require recovery of 100% of its costs incurred, including reasonable administrative and overhead costs. Metrolinx shall provide the Train Operator with written cost estimates, which must be agreed in writing by the Train Operator prior to Metrolinx commencing any work.

Metrolinx may adjust cost estimates to reflect changes of any nature and the Train Operator shall agree to all such changes prior to any costs being incurred by Metrolinx.

Metrolinx may cease work and recover from the Train Operator, any/all costs of work undertaken (including removal/decommissioning of new assets provided) in any circumstance where a Train Operator ceases to compensate Metrolinx for its ongoing costs in undertaking works associated with any part of this Network Code.

- (g) **Establishment of new Access Rights.** Any alterations or additions to services approved under the process in this Section 6.3 are subject to the execution of any necessary Access Agreements, and/or applicable amendments to existing Access Agreements. The definitive Access Agreement or amended Access Agreement will govern any alterations or additions to the Train Operator's access rights on the Metrolinx Network.

Operation of the services will be conditional on execution of the relevant Access Agreement or amendment.

Metrolinx reserves the right to vary schedules for any approved services in accordance with this Network Code.

- (h) **Refusal of Type 1 or Type 2 Request.** Where Metrolinx does not agree to a Train Operator's proposed request, Metrolinx shall advise the Train Operator in writing of its Decision. Train Operators are responsible for compensating Metrolinx in full for all costs incurred in evaluating their requests.
- (i) **Equipment Changes.** For certainty, any Type 1 Request or Type 2 Request is subject to approval by Metrolinx of any associated Equipment Change Request.

5.4 Temporary Changes to Existing Train Schedules including Ancillary Movements and Train Slots

- (a) Train Operators may request, by Notice to Metrolinx and in compliance with the applicable Access Agreement:
- (i) a temporary change or addition to an existing Train Operator schedule for a Train Journey; or
 - (ii) permission to temporarily vary a Train Journey or Train Journeys, including to operate outside the Train Operator's assigned arrival or departure Slots at Union Station,

pursuant to this Section 6.4 that, if approved by Metrolinx, will be valid only for the duration of the applicable Schedule Period or lesser period as the parties may agree (each a "**Temporary Change Request**").

- (b) Each Temporary Change Request made by a Train Operator must:
- (i) be compliant with relevant clauses of its Access Agreement and the scheduling processes and timescales set out in this Network Code;

- (ii) provide details of the proposed schedule, which must be requested in White Space only, fully timed, routed and conflict free, or if it is not, demonstrate how any conflicts may be satisfactorily resolved; and
 - (iii) provide details of the proposed equipment type, train length, equipment cycling and crew resourcing for validation purposes.
- (c) Unless otherwise expressly provided in an Access Agreement, (i) Temporary Change Requests for any Train Operator must be limited to up to four additional Train Slots per day in aggregate across the Metrolinx Network, and must be in respect of a single Schedule Period only, and (ii) a Train Operator shall not make a Temporary Change Request, and Metrolinx has no obligation to approve a Temporary Change Request, that is intended to last for a period exceeding a single Schedule Period.

Where these requirements are not satisfied, the request will not be considered a Temporary Change Request and will be considered a Type 1 Request or Type 2 Request under Section 5.3.

- (d) Metrolinx will use the Evaluation Criteria in Section 5.1 to inform its Decision in respect of a Temporary Change Request, which shall be at its sole discretion.

6. TRACK CLOSURES ON THE METROLINX NETWORK

Explanatory Note

The Network Access Planning Standard (and/or Rules of the Route) set out periods of time when the tracks (or whole sections of corridors) are given over to work groups for maintenance or new construction works. This will include routinely available downtime between the last train at night and the first train the following morning as white space available for work rather than for the operation of trains. For multi-track sections, it will also show the times when one or more track(s) may be assigned for construction or maintenance - typically late evenings or weekends. Train Operators will be responsible for ensuring their schedules remain compliant with these rules, which will vary throughout the year.

Disruptive Possessions which may involve the use of interim or revised infrastructure configuration states during construction will also be communicated in detail, and Train Operators will be required to have their schedules revised around such situations - as with normal scheduling, such scenarios will also be fully scheduled and routed in future.

6.1 Metrolinx Planned Track Closures

- (a) Metrolinx reserves the right to plan and implement Track Closures on the Metrolinx Network, including for the purpose of maintenance, renewal, rehabilitation and enhancement of the Metrolinx Network.
- (b) Train Operators services shall be subject to modification to accommodate planned Track Closures on the Metrolinx Network and they shall cooperate with Metrolinx in establishing necessary temporary variations to their schedules arising from the planned Track Closures, subject to any Access Agreement.

6.2 Workblock Planning Rules

- (a) All construction and maintenance related activities are subject to the Network Access Planning Standard (NAPS), which articulates the process for requesting, confirming, and safely executing Work Events within 30ft of the nearest Metrolinx track, within Metrolinx-owned Rail Corridors, or within the Rail Corridors over which Metrolinx operates (collectively, the "Metrolinx Network").
- (b) The Metrolinx Rules of the Route is an annual Engineering Access Statement of non-disruptive possession opportunities available for Rail Corridor Access throughout the Metrolinx Network as well as planned Disruptive Possessions. This document is updated and published annually as part of the Network Access Planning Process at 15 weeks before the start of Primary Schedule Change Date.
- (c) A proposed Rules of the Route will be issued annually at T-8 months before each Primary Schedule Change Date.

6.3 Notice of Track Closures

- (a) Metrolinx shall provide Notice to Train Operators of planned Track Closures. The notification shall provide suitable and sufficient detail of the proposed track closures as will allow Train Operators to examine the train scheduling, resourcing and equipment cycling implications.
- (b) The following minimum Notice to Train Operators periods shall apply for planned Track Closures which have not been included in the Engineering Access Statement:
 - (i) For Major Track Closures (closure of an entire subdivision requiring detouring / train cancellation/part cancellation) - 6 months; and
 - (ii) For Minor Track Closures (closure of some infrastructure and/or extend journey times, however with services still able to pass through location) - 3 months.
 - (iii) For emergency Track Closures necessary to implement remedial works to restore infrastructure to its planned capability, Metrolinx will advise Train Operators at the earliest reasonably practicable opportunity.

The above periods are subject to change by Metrolinx, provided that Metrolinx will not reduce those periods before the Primary Schedule Change Date in 2022, unless agreed with the applicable Train Operator.

6.4 Process for varying Train Operator Schedules in the Event of Track Closures, Platform Closures, and/or long term Track Slow Orders

- (a) Contemporaneously with providing Notice to Train Operators of each planned Track Closure, Metrolinx shall also provide a written indication of the anticipated impact to each Train Operator's scheduled Train Journeys, including anticipated changes to schedules for affected Revenue Services and Ancillary Movements. Metrolinx shall consult with the affected Train Operators prior to establishing any varied schedule.

7. MONITORING PUNCTUALITY, RELIABILITY AND INFRASTRUCTURE ON THE METROLINX NETWORK

Explanatory notes

This section sets out what steps Metrolinx expects to undertake in order to enable the provision of robust and reliable data reporting and management information on Metrolinx Network, such as may enable the implementation of an operational performance regime.

Metrolinx plans to implement the Metrolinx Network Monitoring System at a date to be determined.

7.1 Metrolinx Network Monitoring System

- (a) Metrolinx intends to use a monitoring system to monitor the punctuality and reliability of Train performance on the Metrolinx Network and to accurately record:
 - (i) the times at which Trains arrive at, depart from and pass Specified Monitoring Points;
 - (ii) the difference between the time at which a Train arrives at, departs from, or passes a Specified Monitoring Point and the time established for such arrival, departure or passing of the Specified Monitoring Point as set out in the Metrolinx Network Master Schedule;
 - (iii) all Cancellations and Part Cancellations of Trains and Trains failing to pass any Specified Monitoring Point;
 - (iv) any missed scheduled station stops; and
 - (v) data to enable the analysis of the causes of Delays, Cancellations and Part Cancellations and other elements related to the performance of the Metrolinx Network and Train Operators using the Metrolinx Network,

(the "**Metrolinx Monitoring System**").
- (b) Without limitation, Metrolinx intends to use the data generated by the Metrolinx Monitoring System to record and determine the cause of Delays, Cancellations and Part Cancellations, including the impact on GO Transit schedules and Train Operator schedules, including for the purpose of continuously improving the performance of Trains operating on the Metrolinx Network.
- (c) Any data generated by the Metrolinx Monitoring System is considered Metrolinx data and Metrolinx confidential information. If Metrolinx shares or makes available any such data to a Train Operator, the Train Operator may only use that information for the purposes expressed in this Network Code or as authorized in an Access Agreement or otherwise by Metrolinx in writing.

7.2 Metrolinx Monitoring System Inaccuracies

- (a) If a Train Operator, whose Access Agreement contains rights or obligations relating to operational performance that are reliant on the data generated by the Metrolinx Monitoring System, is able to provide evidence that the Metrolinx Monitoring System is not accurately recording data at Specified Monitoring Points, the Train Operator shall provide Notice to Metrolinx setting out its concerns.
- (b) A Train Operator's Notice pursuant to Section 8.2(a) must i) be issued by the Train Operator promptly after the identification of the Train Operator's concern, ii) be limited to evidenced specific concerns regarding accuracy of recording data at Specific Monitoring Points, and iii) include all relevant details available to the Train Operator.
- (c) Following receipt of a Notice from a Train Operator pursuant to Section 8.2(a), Metrolinx will investigate the matters presented by the Train Operator and, upon completion of that investigation, issue a response to the Train Operator.

7.3 Obligation to Provide Information Relating to Delays, Cancellations and Part Cancellations

- (a) Train Operators shall provide the information that Metrolinx reasonably requires to analyse the cause of a Delay, Cancellation or Part Cancellation.
- (b) Train Operators shall provide Metrolinx with advance, real-time and anticipated information regarding the expected punctuality or reliability of all Trains prior to each Train reaching any Handover Location.
- (c) Metrolinx may, when carrying out an analysis of any Delay, Cancellation or Part Cancellation, consider any information that it determines is relevant in the circumstances, including:
 - (i) information from any computerised or other recording system (including any visual, On-train data recorder or GPS recording system) that is available to Metrolinx or Train Operators and that may be shared by Train Operators, including any Metrolinx Monitoring System;
 - (ii) information supplied by dispatchers and other persons duly authorised to participate in the movement of Trains on the Metrolinx Network including Train Crews; and
 - (iii) information supplied by Metrolinx or its contractors or suppliers.

7.4 Notification of Metrolinx Attribution of Delays or Cancellations

- (a) If Metrolinx determines that a Train Operator is responsible for a Delay, Cancellation or Part Cancellation, Metrolinx may provide Notice to the Train Operator of the determination. The Notice will include details as to the basis for the Metrolinx determination.

7.5 Train Operator Objections to the Metrolinx Determination

- (a) If a Train Operator wishes to object to a Metrolinx determination of responsibility for Delay, Cancellation or Part Cancellation on the Metrolinx Network, it must submit a Notice of objection to Metrolinx within a reasonable period of time (within 48 hours of the event occurring) after receipt of the applicable Metrolinx Notice, or within any time period specified in an Access Agreement, including all additional supporting information relevant to its objection. Metrolinx will only consider objections to the extent they demonstrate that Metrolinx has made its determination based on incomplete or incorrect facts. Metrolinx will not consider the objection unless it is delivered within any deadlines required in the applicable terms of the Access Agreement with full and complete supporting information is provided.
- (b) Metrolinx will consider any Notice of objection and notify the Train Operator of its final determination. If the Train Operator objects to the final consideration and determination of the issue by Metrolinx, it may dispute such a finding in accordance with the applicable Access Agreement, if applicable.

7.6 Consequences of a Determination of Accountability

- (a) If Metrolinx attributes accountability for a Delay, Cancellation or Part Cancellation, any consequences of such an attribution set out in the Access Agreement between Metrolinx and the applicable Train Operator would apply.

8. OPERATIONAL DISRUPTION

Explanatory note

This Section 9 and Section 10 sets out key protocols and behaviors that Metrolinx expects of all Train Operators during any form of operational disruption. The approach is based on the guiding principle of maintaining the safety and security of and minimizing overall delay to passengers.

8.1 Disruptive Events

- (a) For the purposes of this Network Code, a “**Disruptive Event**” is any event that impacts the movement of Trains on the Metrolinx Network and includes events that occur outside of the Metrolinx Network but have an impact on the movement of Trains on the Metrolinx Network. Disruptive Events may include events of Delay, Cancellation or Part Cancellation.
- (b) The NOC will manage the movement of all Trains on the Metrolinx Network, including the management of Trains during the existence of Disruptive Events.
- (c) Each Train Operator shall advise Metrolinx of the communication arrangements between its Control Point and the NOC.

8.2 Notification of Disruptive Events and Major Events

- (a) In accordance with its normal operating procedures, the NOC will advise impacted Train Operators if it determines the occurrence or potential occurrence of a Disruptive Event.

- (b) Train Operators shall notify the NOC promptly after identifying any Disruptive Event or any circumstances that cause or lead to a Disruptive Event, including all relevant information relating to that determination.
- (c) The NOC may establish protocols for sending and receiving Notices of Disruptive Events and all Train Operators must observe those protocols.

8.3 Network Codes During a Disruptive Event

- (a) On the occurrence of a Disruptive Event, Metrolinx will determine the most appropriate action to be taken to restore the operation of Trains on the Metrolinx Network in accordance with the Master Schedule and, in making its Decision, shall have regard to the Contingency Criteria and applicable terms of any Access Agreement.

8.4 Contingency Criteria

- (a) For the purpose of this Network Code, the following criteria, collectively, constitute a Decision-making and prioritization approach, in dealing with the recovery from a Disruptive Event that aims to establish a fair and reasonable balance between the interests of all Train Operators and includes the following criteria (the "**Contingency Criteria**"):
 - (i) safety and security on the Metrolinx Network (as the paramount consideration);
 - (ii) the minimisation of the overall delay to passengers;
 - (iii) the completion of Train Journeys to the extent they exist in the applicable schedule;
 - (iv) the availability of alternative transportation modes to move Passengers to their destinations (including bus links and the detour of passengers on to alternative corridors);
 - (v) the need to keep Freight Trains moving towards their destinations; and
 - (vi) the ability and willingness of any adjoining infrastructure owners to accept services either outside their planned schedules or using detoured routes.

8.5 Contingency Plans

- (a) Train Operators shall cooperate with Metrolinx in the development of contingency plans to respond to certain Disruptive Events ("**Metrolinx Contingency Plans**").
- (b) Before implementing a Metrolinx Contingency Plan, Metrolinx will inform the relevant Train Operators and provide a draft copy of the Metrolinx Contingency Plan to the Train Operator for review and comment. Metrolinx may provide the Contingency Plan to other Train Operators if they might be impacted by its execution, subject to any confidentiality requirements.

- (c) Each Train Operator shall, on an annual basis, provide its contingency plan in relation to Disruptive Events on the Metrolinx Network. Metrolinx may provide comments on the Train Operator's contingency plan for consideration by the Train Operator.

8.6 Train Operator Equipment Assistance

- (a) Subject to Section 9.6(b), if a Train Operator holds any Specified Equipment which, in the opinion of Metrolinx, can assist Metrolinx in a circumstance where the track is blocked by a Failed Train and (i) no work-around is possible or (ii) the requirement is urgent for safety reasons, on the Metrolinx Network, Metrolinx may request that the Train Operator assist with clearing the Failed Train using that Specified Equipment and related crew, in accordance with Section 9.8(a). Any such actions will be subject to the terms of the applicable Access Agreement.
- (b) Unless otherwise provided for in an Access Agreement, if a Train Operator uses its equipment and crew in accordance with Section 9.6(a), Metrolinx will reimburse the Train Operator's direct costs incurred in providing the use of its equipment and other resources, with such costs reasonably incurred, with such costs to be determined by an independent accountant if not agreed. Such use of equipment is restricted to the applicable subdivisions / equipment types permitted in the relevant Access Agreement. A crew operating any such equipment must possess the necessary training, competencies, and qualifications to do so.

8.7 Train Failures

- (a) In the event of a Train Failure on the Metrolinx Network, all Train Operators and Trains shall take instruction from the NOC and shall comply with this Network Code.
- (b) A Train Operator experiencing a Train Failure shall comply with the instructions of the NOC for the purpose of ensuring the prompt resolution of the Train Failure and the removal of the Failed Train to the Appropriate Location determined by Metrolinx.
- (c) A Train Operator experiencing a Train Failure on the Metrolinx Network shall promptly give Notice to the Metrolinx NOC of the location of the Failed Train and any other details required by Metrolinx in respect of that Train Failure.
- (d) On becoming aware of a Train Failure or on receiving Notice of a Train Failure pursuant to Section 9.7(c), Metrolinx shall promptly:
 - (i) consult with the Train Operator of the Failed Train in order to ascertain the reason for the Train Failure and to obtain such other information as may be necessary in order to achieve a safe and expeditious removal of the Failed Train; and
 - (ii) consult with other Train Operators whose Trains are or are likely to be in the vicinity of the Failed Train in order to assess the capability and availability of those Trains (or the locomotives coupled to those Trains) to move the Failed Train to an Appropriate Location.
- (e) Metrolinx may permit the Train Operator of the Failed Train to take such action as is necessary to move the Failed Train and to resolve the issue causing the Train Failure. Such Metrolinx permission may be subject to time limits specified by Metrolinx.

- (f) If, after the expiry of any time limit specified by Metrolinx pursuant to clause (e), Metrolinx reasonably believes that the Failed Train can only be moved with the assistance of another Train or locomotive (or other Equipment), Metrolinx may consult with the Train Operator of the Failed Train as to any Trains or locomotives which are available to assist the Failed Train or any other type of assistance that may be required.

8.8 Moving a Failed Train

- (a) Subject to meeting any relevant equipment or operational compatibility requirements and personnel competency requirements, Metrolinx may request a Train Operator to use its Train (the "**Assisting Train**") to move the Failed Train of another Train Operator, under the guidance and control of the Train Operator of the Failed Train and subject to the instructions of the NOC. In such circumstances, the Failed Train shall be moved to the Appropriate Location designated by the NOC.
- (b) No such movement will occur without prior authorisation from the NOC and must comply with the relevant operational rules and requirements for both Trains.
- (c) If the Failed Train cannot be moved by the Train immediately following the Failed Train, Metrolinx may, in its sole discretion, identify other Trains that might act as Assisting Trains and request assistance from those other identified Trains to move the Failed Train to an Appropriate Location designated by Metrolinx.
- (d) In determining whether it is reasonable to retain the services of an Assisting Train in accordance with Section 9.8(c), Metrolinx may consider any circumstances it determines to be relevant including:
- (i) the fuel reserves of the Assisting Train or Locomotive;
 - (ii) the current use of the Assisting Train or Locomotive as well as the current use of the Failed Train and the safety and other needs of passengers on both Trains;
 - (iii) if applicable, the freight carried by the Assisting Train or Locomotive;
 - (iv) the corridor-specific competencies and knowledge of the Train Crew of the Assisting Train or Locomotive;
 - (v) the length of any delay to any Assisting Train or Locomotive (taking account of the time necessary to return an assisting locomotive or to provide a suitable replacement locomotive);
 - (vi) the requirement to maintain wayside power to the Failed Train and the Assisting Train or Locomotive; and
 - (vii) the operational competencies of the Train Crews and other personnel to move the Failed Train with an Assisting Train or Locomotive.
- (e) Metrolinx will release the Assisting Train or Locomotive promptly after it has completed its services in accordance with this Section 9.8.

- (f) Train Operators shall cooperate with Metrolinx and the Metrolinx NOC in restoring operations to the Metrolinx Network Master Schedule as soon as possible after the occurrence of a Disruptive Event.

9. TRAIN DISPATCHING PRIORITIZATION

Explanatory Note

This section sets out the procedure that Metrolinx will use in order to arrive at standardized dispatching protocols (“statements”) for resolving conflicts when one or multiple Train Journeys are operating out of their scheduled Slot. It sets out the key priorities used to underpin the protocols and transparency through documentation of the behaviour Train Operators should expect Rail Traffic Controllers to follow.

Metrolinx intends to consult with Train Operators in the development of Train Dispatching Prioritization Statements and take in feedback from Train Operators on the implementation of these Statements such that they can be refined and optimized over time.

9.1 Establishing the Train Dispatch Prioritization Statements

- (a) In normal circumstances, when dispatching Trains during a Disruptive Event, Metrolinx will consider the following Train dispatching priorities (the “**Train Dispatching Priorities**”):
 - (i) safety on the Metrolinx Network (as the paramount consideration);
 - (ii) minimising overall delay to Passengers;
 - (iii) subsequent scheduled use of the equipment and resources potentially affected by dispatch prioritization and the consequential impact on subsequent Revenue Service and delay to passengers
 - (iv) Any specific requirements applicable to Freight Trains; and
 - (v) where services frequency is less than hourly in respect of a train connecting out of a delayed train, if specific requirements are identified and agreed between Metrolinx and a Train Operator, maintaining connections between railway passenger services.
- (b) As appropriate Metrolinx may establish a location-specific Train dispatching prioritization statement (a “**Train Dispatching Prioritization Statement**”), containing specific priorities to be applied in respect of specific trains in certain circumstances. Such statements shall be compliant with the Train Dispatching Priorities.
- (c) Metrolinx may amend the Train Dispatching Prioritization Statements from time to time in accordance with Section 10.2.

9.2 Consultation on the Train Dispatching Prioritization Statement

- (a) In establishing or amending a Train Dispatching Prioritization Statement at any time, Metrolinx shall provide a draft of the revised Train Dispatching Prioritization

Statements to the Train Operators. The draft Train Dispatching Prioritization Statements shall include:

- (i) the text of the proposed Train Dispatching Prioritization Statement;
 - (ii) an identification of the part or parts of the Metrolinx Network to which the Train Dispatching Prioritization Statement applies; intended to apply;
 - (iii) a statement of Metrolinx' reasons for the proposed Train Dispatching Prioritization Statement; and
 - (iv) such other information as it shall be reasonable for Metrolinx to provide in order properly to inform affected Train Operators of the proposed Train Dispatching Prioritization Statement and its likely effect on their operations.
- (b) No later than 7 days after the Metrolinx issuance of the draft Train Dispatching Prioritization Statements pursuant to Section 10.2(a), Train Operators shall provide written comments, if any, on the draft revisions to the Train Dispatching Prioritization Statements.
- (c) Metrolinx shall,
- (i) consider all input and comments received from affected Train Operators in accordance with Section 10.2(b);
 - (ii) make such modifications to the proposed Train Dispatching Prioritization Statement as it considers appropriate, acting reasonably; and
 - (iii) send a copy of the finalized Train Dispatching Prioritization Statements to the applicable Train Operators.

10. TRAIN OPERATOR EQUIPMENT & INFRASTRUCTURE

10.1 Train Operator Equipment Obligation

- (a) When operating on the Metrolinx Network, Train Operators shall use only Specified Equipment that complies with the Applicable Law, applicable standards, the applicable Access Agreement(s) and all Metrolinx policies and requirements with respect to the operation of that Specified Equipment on the Metrolinx Network.
- (b) Train Operators are expected to notify Metrolinx and, where required by an Access Agreement, obtain Metrolinx authorization, in advance of any changes to Specified Equipment used on Metrolinx Network.

10.2 Train Operator Equipment or Infrastructure Change Requests

Explanatory Note

This section provides both Metrolinx and Train Operators a structure for identifying a need for, requesting and assessing requirements for changes to Train Operator's equipment and / or a Train Operator's request to make changes to Metrolinx Infrastructure. This would apply to any Equipment Change including without limitation

crashworthiness, axle weights, braking capability, electromagnetic compatibility, signalling interference, kinematic envelope, operational compatibility, train length, ETC readiness, noise output, emissions output, fire protection, etc.

- (a) If a Train Operator wishes to change any Specified Equipment used by the Train Operator on the Metrolinx Network other than as permitted by its Access Agreement, or wishes to change any infrastructure on the Metrolinx Network, the Train Operator shall submit, to Metrolinx, a request to implement a change to Equipment or infrastructure (each an “**Equipment Change Request**” or “**Infrastructure Change Request**”, as applicable) for review and approval by Metrolinx.

The approval of any Equipment Change Request or Infrastructure Change Request will be at Metrolinx’s sole discretion and may be subject to the negotiation and execution of a definitive written agreement governing the change.

- (b) Train Operators must submit an Infrastructure Change Request and, if applicable, an Equipment Change Request as part of any Type 2 Request described in Section 6.3, including any request to operate a service that is additional to or materially different from that permitted in the Train Operator’s Access Agreements as determined by Metrolinx.
- (c) Metrolinx may, at its sole discretion instruct a Train Operator to submit an Equipment Change Request if it believes a material unauthorized change has occurred to existing equipment permitted in an Access Agreement without Metrolinx’ prior written agreement.
- (d) Each Equipment/Infrastructure Change Request submitted by a Train Operator shall set out:
- (i) the particulars of the proposed Equipment in sufficient detail to enable Metrolinx to assess the effect of the Equipment Change;
 - (ii) any Infrastructure Changes necessary to implement the Equipment Change Request; and
 - (iii) any changes to Metrolinx Infrastructure that are not directly associated with an Equipment Change request.
- (e) Train Operators’ Equipment/Infrastructure Change Requests will not be considered confidential information except as provided in an Access Agreement or as expressly agreed by Metrolinx. Metrolinx may share the details of the request with other Train Operators that as necessary.
- (f) After receipt of an Equipment/Infrastructure Change Request, Metrolinx will,
- (i) provide an opportunity for the relevant Train Operator to present and discuss its Equipment/Infrastructure Change Request within 120 days of submission of the request;
 - (ii) carry out an assessment of the Equipment/Infrastructure Change Request in accordance with Metrolinx standards and any other applicable policies;

- (iii) assess the potential impact of the proposed Equipment Change on Metrolinx, the Metrolinx Network and the other Train Operators operating on the Metrolinx Network; and
 - (iv) if, in Metrolinx' sole discretion further consultation is required, consult with other Train Operators who are likely to be materially affected by the proposed Equipment/Infrastructure Change.
- (g) Metrolinx shall give Notice to a Train Operator that has submitted an Equipment/Infrastructure Change Request whether Metrolinx approves or refuses to approve the Equipment/Infrastructure Change. Such Notice will set out,
 - (i) in the case of an approval, whether there are any Metrolinx conditions to the grant of the approval;
 - (ii) in the case of an approval, whether the Train Operator shall be liable for the payment of compensation to Metrolinx or another Train Operator arising from the implementation of the Equipment/Infrastructure Change;
 - (iii) the reasons for the approval or refusal of the Equipment/Infrastructure Change, including reasons for any conditions attached to the approval;
 - (iv) any required compensation referred to in the Notice and the preferred method of payment; and
 - (v) any security or other assurances of payment which the Train Operator is obliged to provide to Metrolinx.
- (h) If a Train Operator disagrees with the denial of its Equipment/Infrastructure Change Request or with any conditions, including compensation, associated with a Metrolinx approval of an Equipment/Infrastructure Change Request, that Train Operator may notify Metrolinx and representatives of each party with appropriate authority will engage in collaborative discussions and negotiations to resolve the issue the parties will discuss of its disagreement within 30 days.
- (i) Any Metrolinx approval of an Equipment Change is conditional on payment by the Train Operator of any compensation requirements set out in the Metrolinx approval of the applicable Equipment Change.
- (j) A Train Operator may only operate an approved Equipment Change in full compliance with any conditions of the Metrolinx approval of the Equipment Change, commencing on the dates set out in the approval.
- (k) If a Train Operator is required to implement an Equipment Change as a result of a change in applicable law or the direction of any governmental authority, that Train Operator shall submit an Equipment Change Request to Metrolinx in accordance with Section 11 setting out all particulars required by Section 11 as well as a description of the change in applicable law or direction of the governmental authority giving rise to the Equipment Change Request.
- (l) A Train Operator shall bear its own costs and losses arising out of the implementation of any Equipment Change.

10.3 Equipment/Infrastructure Change and Compensation Issues

- (a) Compensation Arising from the Approval of the Equipment/Infrastructure Change Request
 - (i) If Metrolinx, in its approval of an Equipment Change, may without limitation require reimbursement of any costs incurred by Metrolinx that are attributable to the Equipment Change, including any incremental operating, maintenance or capital renewal costs.
- (b) Metrolinx Reimbursement for Administrative Costs Associated with the Equipment/Infrastructure Change Request
 - (i) Metrolinx shall be entitled to reimbursement by a Train Operator of all reasonable administrative and overhead charges and costs in assessing that Train Operator's Equipment/Infrastructure Change Request.
 - (ii) Metrolinx shall, upon request from a Train Operator, provide that Train Operator with written estimates of the costs of assessing an Equipment/Infrastructure Change Request submitted by that Train Operator.

11. METROLINX INFRASTRUCTURE CHANGE

- (a) If Metrolinx intends to implement a planned Infrastructure Change, that will materially affect or potentially materially affect the operation of a Train Operator's services, it shall provide Notice of such change to the Train Operators in accordance with the timescales set out in Section 7 of the Network Code for any applicable Track closures.

12. METROLINX NETWORK CODE REVIEW

12.1 Annual Review of the Metrolinx Network Management Network Code

- (a) Metrolinx Annual Reviews and Amendments
 - (i) Metrolinx shall review the Network Code on an annual basis to ensure that it continues to serve its purpose and objectives.
 - (ii) As part of its annual review of the Network Code, Metrolinx shall provide Train Operators with an opportunity to submit comments or suggested revisions to Metrolinx in accordance with the following:
 - (A) Train Operators shall, by such date as may be required by Metrolinx, submit comments regarding, or suggested amendment(s) to, the then current Network Code;
 - (B) Train Operators comments or suggested amendment(s) shall,
 - (I) be in writing,
 - (II) contain a detailed description of the amendment(s) proposed; and

- (III) be supported by an explanation in reasonable detail of the reasons for the proposed amendment;
 - (C) Metrolinx may, in its sole discretion, provide submissions made by Train Operators to other Train Operators and may give those other Train Operators a right to comment on the submission; and
 - (D) Metrolinx may, in its sole discretion, accept or reject Train Operators' proposed revisions to the Network Code.
- (iii) If Metrolinx amends the Network Code, it shall provide Notice to Train Operators that the Network Code has been amended, the date on which such amendments shall be in effect and shall re-publish the revised Network Code.