

**ATTACHMENT 1**  
**LINE 6 – FINCH WEST OPERATING AND SERVICES: TERM SHEET**

**SCHEDULE A – OPERATING TERMS**

Schedule A is a summary of the operating terms to be included in a detailed Train Operating and Services Agreement (TOSA) for Line 6 Finch West, to be negotiated and executed between the City of Toronto (the City), the Toronto Transit Commission (the TTC) and Metrolinx (the Parties) prior to revenue service. Metrolinx’s Project Company (Project Co.), Mosaic Transit Group (MTG), will perform all maintenance of Line 6 Finch West in accordance with the terms of the Project Agreement between Metrolinx and MTG.

Item	Issue	Term
1.	Control and Operation	<p>As the Operator of Line 6 Finch West, the TTC shall:</p> <ul style="list-style-type: none"> <li>• Operate Line 6 Finch West service at all times in the safest manner possible and full compliance with all Applicable Laws and Operator practices, policies, procedures and programs applicable to the Operator.</li> <li>• Operate Line 6 Finch West System at the Service Level(s) for each Contract Year as set out in the Operations Service Plan or as the TTC and Metrolinx agree to.</li> <li>• Work co-operatively with Metrolinx if any major changes are required to the Service Level(s) based on ridership demand and connectivity to the TTC’s network.</li> <li>• Perform Train Dispatch and operate Light Rail Vehicles (LRVs).</li> <li>• Provide replacement bus service during disruptions to regular service.</li> <li>• Comply with the LRT Rules and Standard Operating Procedures (SOPs).</li> <li>• Develop LRT Rules and SOPs in co-operation with Project Co.</li> <li>• Attend and participate in the Rules and Training Committee, and jointly approve changes to the LRT Rules and SOPs.</li> </ul>
2.	Safety and Security	<p>As the Operator of Line 6 Finch West, the TTC shall:</p> <ul style="list-style-type: none"> <li>• Have governing and paramount authority for all matters of security on or relating to Project Co. System Infrastructure, with the exception of Finch Maintenance and Storage Facility.</li> </ul>

		<ul style="list-style-type: none"> <li>• Be the controlling authority responsible for managing access to Project Co. System Infrastructure, with the exception of Finch Maintenance and Storage Facility.</li> <li>• Control egress or evacuation of passengers and workers from Project Co. System Infrastructure when an Emergency is declared, in accordance with applicable Plans.</li> <li>• Be the single controlling authority for the management of emergency incidents.</li> <li>• Co-operate with Project Co. in the management of safety, security and Emergency Preparedness on Project Co. System Infrastructure.</li> <li>• Identify and mitigate risks to safety and security.</li> <li>• Attend and participate in the Safety and Security Management Committee.</li> <li>• Conduct Investigations of safety accidents and security incidents, in accordance with applicable Plans.</li> <li>• Undertake tests and exercises of Emergency Preparedness in accordance with applicable Plans and participate in annual joint tests and exercises of Emergency Preparedness with Project Co., Emergency Services and other affected third-party Stakeholders.</li> <li>• Enforce TTC By-Law No. 1.</li> <li>• Provide revenue protection.</li> </ul>
3.	Customer Service	<p>As the Operator of Line 6 Finch West, the TTC shall:</p> <ul style="list-style-type: none"> <li>• Provide good and continually improving customer service in the performance of Operator Services.</li> <li>• Extend its customer and passenger policies to Line 6 Finch West and Line 6 Finch West customers.</li> <li>• Extend customer services already in place on the existing TTC network to Line 6 Finch West.</li> <li>• Provide public address updates and Emergency instructions to System Users on Trains and at Stations and Stops.</li> <li>• Maintain a record of all public enquiries, complaints and communications.</li> <li>• Extend the existing Lost and Found services already in place on the existing TTC network to Line 6 Finch West.</li> <li>• Engage a third party to conduct annual service satisfaction surveys.</li> </ul>

4.	Co-ordination with the Maintainer	<p>As the Operator of Line 6 Finch West, the TTC shall:</p> <ul style="list-style-type: none"> <li>• Work with Project Co. and Metrolinx in order to achieve a common objective of delivering a safe, secure, reliable, accessible and efficient transit service.</li> <li>• Co-ordinate maintenance related activities through the Operations Control Centre with Project Co.</li> <li>• Establish a Maintenance Committee with Project Co. and Metrolinx.</li> <li>• Meet with Project Co. representatives on a daily basis to co-ordinate daily operations and maintenance activities, and any special events.</li> <li>• Meet with Project Co. representatives on a weekly basis to co-ordinate Maintenance and Rehabilitation Services, and determine if any outages are required.</li> <li>• Review and provide approval for any proposed Major Maintenance Shutdowns requested by Project Co.</li> <li>• Be responsible for managing the movement of customers affected by Major Maintenance Shutdowns or a disruption to Line 6 Finch West Revenue Service.</li> <li>• Be provided access and training on the Maintenance Management System by Metrolinx and Project Co.</li> </ul>
5.	Operator Staff	<p>As the Operator of Line 6 Finch West, the TTC shall:</p> <ul style="list-style-type: none"> <li>• Provide Field Staff (to fulfill the functions of providing security and customer service), Operations Control Centre staff, Back-up Control Operations, Security Operations and (LRV) Drivers.</li> <li>• Have the same level of authority, qualifications, training and re-certification as comparable TTC staff on the remainder of the TTC rail network.</li> <li>• Employ staff who shall have authority and full responsibility for ensuring compliance with the applicable requirements of this Agreement.</li> </ul>
6.	Maintenance Assurance and Validation	<p>As the owner of the Line, Metrolinx will collaborate with the TTC to:</p> <ul style="list-style-type: none"> <li>• Carry out a maintenance assurance program to monitor the performance of the Maintenance &amp; Rehabilitation Services of its Maintainer.</li> <li>• Provide ongoing visibility and transparency to the Operator in respect of the Maintenance and Rehabilitation Services, which will include information to be agreed by Operator and Metrolinx before Revenue Service. In addition, this</li> </ul>

		<p>shall include providing regular updates in a forum established by Metrolinx and the Operator, which will include:</p> <ul style="list-style-type: none"> <li>o sharing of information with the Operator to enable the Operator to fulfill its obligations in this Agreement to Operator staff.</li> <li>o Review of the Maintainer’s maintenance plans, maintenance related records and reports, etc.</li> <li>o Development and implementation of quality audit plans.</li> </ul>
7.	Metrolinx Safety Oversight	<p>As the owner of the Line, Metrolinx will collaborate with the TTC:</p> <ul style="list-style-type: none"> <li>• To provide ongoing visibility and transparency to the Operator of its oversight activities concerning Project Co.’s safety management for Project Co.’s Maintenance and Rehabilitation Services.</li> </ul>
8.	Submittals and Review Process	<p>The TTC is required to submit the following Plans during the Mobilization Period in relation to Line 6 Finch West, and resubmit on an annual basis during the Operating Period as required:</p> <ul style="list-style-type: none"> <li>• Cost Management Plan.</li> <li>• Mobilization Resource Plan.</li> <li>• Operating Period Resource Plan.</li> <li>• Revenue Protection Plan.</li> <li>• Operator’s Safety Management Plan.</li> <li>• Operator’s Security Management Plan.</li> <li>• Risk Management Plan.</li> <li>• Quality Documentation (Quality Management Plan, etc.).</li> <li>• Operator Communications Plan.</li> </ul>
9.	Quality Management System and Performance	<p>The TTC is responsible for:</p> <ul style="list-style-type: none"> <li>• Developing and implementing a quality management system (QMS), and is solely responsible for the quality of the Operator Services.</li> <li>• All quality assurance and quality control activities that are required to manage its processes as well as those of the Operator Parties.</li> <li>• Ensuring compliance with the QMS is maintained throughout the Term of the Agreement.</li> </ul>

10.	Mobilization and Readiness	<p>The TTC is responsible for:</p> <ul style="list-style-type: none"> <li>• Confirming the readiness of all of its procedures, staffing, equipment and training to ensure it is fit to start Revenue Service.</li> <li>• Developing a Mobilization Resource Plan to address activities that are to be undertaken during the Mobilization Period.</li> <li>• Participating and assisting Project Co. during Revenue Service Demonstration.</li> <li>• Receiving a safe system and secure to operate on, subject to completion of the safety security certification process of the Line by Metrolinx and Project Co.</li> </ul>
11.	Communications and Public Engagement	<p>The TTC is responsible for:</p> <ul style="list-style-type: none"> <li>• All customer and public-facing communications in respect of Line 6 Finch West.</li> <li>• All communications-related protocols, plans, materials, advertisements, notices, activities, approaches and strategies concerning the Line 6 Finch West.</li> <li>• All customer-facing communication activities during the Operating Period in respect of Line 6 Finch West, in order to deliver a consistent and uniform communications approach to all transit users in respect of their transit experience.</li> <li>• Integrating Line 6 Finch West into the TTC’s advertising, communications and marketing strategy to the same degree as other TTC lines to achieve a seamless customer experience.</li> </ul>
12.	Records	<p>The TTC is responsible for:</p> <ul style="list-style-type: none"> <li>• Preparing, retaining and maintaining all records in relation to Line 6 Finch West for a minimum period of at least seven years, or as required by Applicable Law.</li> <li>• Storing agreed upon records in electronic format within Metrolinx’s electronic control management system.</li> <li>• Receiving access to those areas of Metrolinx’s electronic control management system that Metrolinx and the Operator agree are necessary for the Operator to fulfill its obligations.</li> </ul>

13.	Project Co. Maintenance Standards	<p>Project Co. is expected to meet certain Maintenance Standards, which will be included within the TOSA for information purposes, and will comprise maintenance standards in relation to:</p> <ul style="list-style-type: none"> <li>• Safety, Security and Operations.</li> <li>• Systems.</li> <li>• Facilities, Structures, Guideway, and Tunnels.</li> <li>• Waste, Recycling, Cleaning and Supplies.</li> <li>• Access and Availability.</li> </ul>
14.	CCTV	<p>The TTC and Metrolinx are continuing discussions concerning CCTV procedures and policies, including the application of the TTC Video Recording in Public Areas Policy.</p> <p>The Operator and Metrolinx shall agree to the appropriate drafting of contents of this Schedule before the start of Revenue Service, reflecting that the Operator will be responsible for custody and management of all CCTV records.</p>
15.	Technical Disputes	<p>Metrolinx and the TTC will collaborate to develop a procedure to address Technical Disputes, which will include the potential engagement of an external advisor or advisors to assist in the resolution of technical disputes, on a case-by-case basis. The external advisor(s) will by training and experience have the appropriate professional qualifications and expertise in rail transit.</p>

## SCHEDULE B: COMMERCIAL TERMS

Schedule B will form the foundation of the commercial terms to be included in a detailed Train Operating and Services Agreement (TOSA) for Line 6 Finch West, to be negotiated and executed between the City of Toronto (the City), the Toronto Transit Commission (the TTC) and Metrolinx (the Parties) prior to revenue service. Metrolinx's Project Company (Project Co.), Mosaic Transit Group (MTG), will perform all maintenance of the Line 6 Finch West in accordance with the terms of the Project Agreement between Metrolinx and MTG.

Item	Issue	Term
1.	General	<ul style="list-style-type: none"> <li>• All aspects of the Train Operating and Services Agreement (the Agreement) will be based on the principles of the Light Rapid Transit Master Agreement between the Parties, dated November 28, 2012<sup>1</sup> and the Revised Agreement in Principle between the Ministry of Transportation and the City, dated August 13, 2021 (the "AIP")<sup>2</sup> unless otherwise agreed by the Parties, subject to the necessary Council and Board approvals.</li> </ul>
2.	City/TTC Roles	<ul style="list-style-type: none"> <li>• The TTC will be the Operator of Line 6 Finch West.</li> <li>• The City will fund the operating and non-lifecycle maintenance costs of Line 6 Finch West.</li> </ul>

<sup>1</sup> <http://www.toronto.ca/legdocs/mmis/2012/cc/bgrd/backgroundfile-53862.pdf>

<sup>2</sup> <https://www.toronto.ca/wp-content/uploads/2021/08/9672-revised-ontario-toronto-agreement-in-principle-2021.pdf>

3.	Agreement Term	<ul style="list-style-type: none"> <li>• During the first 30 years of Line 6 Finch West, TTC operation and City funding will be governed by the Agreement as follows: <ul style="list-style-type: none"> <li>○ The initial term of the Agreement will start upon execution and will include the mobilization period before Substantial Completion and the start of Revenue Service.</li> <li>○ The initial term of the Agreement will begin as of the date of its execution by all parties, and will continue for a period of 10 years from the start of the operating period. There will be two successive renewal terms, each for an additional 10-year term that will renew automatically unless the Agreement is terminated in accordance with the Default and Termination provisions of the Agreement.</li> <li>○ At least three years before the end of the Term, or such other period as the Parties may agree, the Parties will start negotiations for an extended agreement or a new agreement, and use best efforts to complete those negotiations at least two years before the end of the Term, subject to each Parties' approval and governance processes.</li> <li>○ In the event an extension to Line 6 Finch West is completed, the Parties may agree to incorporate the operation and payment obligations of the extension into the Agreement.</li> </ul> </li> </ul>
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4.	City/TTC Operating and Maintenance Cost Obligations	<ul style="list-style-type: none"> <li>• The City will fund operating and non-lifecycle maintenance costs, including the costs to administer the operating and non-lifecycle maintenance components of the Project Agreement in accordance with parameters to be set out in the Agreement. Operating costs of the Line 6 Finch West include utilities and payments-in-lieu of taxes.</li> <li>• City payment obligations for non-lifecycle maintenance and utility costs and property tax will start upon the commencement of Revenue Service.</li> <li>• The Agreement will describe the financial obligations for operating and non-lifecycle maintenance costs to be incurred by the City and TTC in the following ways: <ul style="list-style-type: none"> <li>a) by specifically identifying operating and non-lifecycle maintenance costs for the Line 6 Finch West, including all the operations and non-lifecycle maintenance cost items described in the Project Agreement, as obligations that stand alone in the TOSA without reference to the Project Agreement;</li> <li>b) by defining Metrolinx obligations to calculate and credit City/TTC with deductions made by Metrolinx against Project Co. service payments relating to non-lifecycle maintenance;</li> <li>c) by identifying the circumstances where Metrolinx will apply deductions against operations and non-lifecycle service payments to Project Co. for performance failures under the Project Agreement, including the process, service standards and other criteria used by Metrolinx to determine when such circumstances exist, and the method used by Metrolinx to calculate such deductions and by identifying Metrolinx's obligation to apply all such deductions against payments owing by the City/TTC under the Agreement;</li> <li>d) by requiring that any changes to the financial obligations of each party to the other party which may occur over time must be negotiated and jointly agreed between the Parties through a Financial Change Management process to be defined in the TOSA; and</li> <li>e) by clearly identifying the processes by which Metrolinx will annually forecast operating and non-lifecycle maintenance costs to the City/TTC, by which the Parties will reconcile forecasted amounts to actual amounts, and by which the Parties will resolve any disputed amounts.</li> </ul> </li> <li>• Metrolinx will provide the City and the TTC transparency into the calculation and payment of costs that are set out</li> </ul>
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		<p>in the Agreement as being the responsibility of the City and the TTC.</p> <ul style="list-style-type: none"> <li>• Unless otherwise agreed to by the Parties, Metrolinx will undertake an annual third-party audit to verify for the City that the Operating and Maintenance Costs have been properly invoiced and that deductions owing to TTC/City have been properly credited. The results of such third-party audits will be made available to the City and the TTC.</li> <li>• The TTC will be the Operator of Line 6 Finch West and will coordinate on maintenance activities to be undertaken by Metrolinx's Project Co. The Agreement will define the details of the TTC's operating obligations including the scope of operator services.</li> </ul>
5.	Lifecycle Maintenance Expenses	<ul style="list-style-type: none"> <li>• The agreement will include detailed definitions of lifecycle maintenance, non-lifecycle maintenance and operating expenses.</li> <li>• Metrolinx is responsible for lifecycle maintenance expenses of Line 6 Finch West.</li> <li>• The Financial Change Management process will be used to account for any change to financial obligations of the Parties under the Agreement. This process will include allocation of responsibility for any additional operator expenses or non-lifecycle maintenance expenses, etc.</li> </ul>
6.	Payment & Reconciliation Process	<ul style="list-style-type: none"> <li>• The City will flow funds for its contribution towards Line 6 Finch West operations and non-lifecycle maintenance through the TTC in accordance with the annual budgetary process between the City and the TTC.</li> <li>• The City, through the TTC, shall pay Metrolinx for applicable operating and non-lifecycle maintenance expenses on a quarterly basis upon receipt of a quarterly invoice.</li> <li>• The City, TTC, and Metrolinx will use a quarterly reconciliation process to quantify and resolve any outstanding debit or credit balances related to each previous quarterly invoice.</li> </ul>

<p>7.</p>	<p>Review and Verification of Maintenance Activities</p>	<ul style="list-style-type: none"> <li>• Metrolinx as the owner of Line 6 Finch West is responsible for the administration of the Project Agreement between Metrolinx, Infrastructure Ontario, and MTG (the Project Co.).</li> <li>• Metrolinx will permit the City and the TTC, when requested, to participate with Metrolinx in review and verification of: <ul style="list-style-type: none"> <li>○ planned FWLRT maintenance activities by Project Co.</li> <li>○ maintenance activities undertaken and performed by Project Co.; and</li> <li>○ costs incurred by MTG on behalf of Metrolinx that are reimbursable by the City.</li> </ul> </li> <li>• The Parties will establish processes to conduct joint reviews noted above to enable the City and TTC to satisfy their respective financial accountability and governance requirements for costs related to FWLRT.</li> </ul>
<p>8.</p>	<p>Maintenance Payment Limits</p>	<ul style="list-style-type: none"> <li>• The City and the TTC reserve the right to limit the maintenance payment amount as it relates to non-lifecycle maintenance activities undertaken by Project Co. per year as outlined in the Agreement, including those amounts confirmed through the variation process and Financial Change Management process, unless otherwise agreed.</li> </ul>

9.	Fare-Setting	<ul style="list-style-type: none"> <li>• The City and TTC will have the ability to set fares in accordance with the TTC fare policy and structure for the entire TTC network.</li> <li>• City and TTC will ensure, at all times, to take into consideration the future benefit potential of the Line 6 Finch West, by following TTC best practices in the setting of fares and fare structures.</li> <li>• The City and TTC must not utilize a different fare structure, offer discounted fares, or implement subsidy programs that differ from, or do not align with, the rest of the TTC network.</li> <li>• The Parties will establish a process whereby the TTC will share with Metrolinx the following information over the term of the Agreement: <ul style="list-style-type: none"> <li>○ Fare structure the TTC is applying to the Line 6 Finch West;</li> <li>○ TTC annual operating costs related to Line 6 Finch West; and</li> <li>○ Non-farebox revenues generated by the TTC on Line 6 Finch West for the sole purpose of informing Metrolinx of potential non-farebox revenue capabilities of Line 6 Finch West.</li> </ul> </li> <li>• Metrolinx will have a right to submit feedback for City and TTC consideration during the review.</li> </ul>
10.	PRESTO	<ul style="list-style-type: none"> <li>• PRESTO terms relating to Line 6 Finch West will be included in the Line 6 Finch West Presto Agreement, which will align with the existing PRESTO agreement between the TTC and Metrolinx.</li> </ul>
11.	Service Levels	<ul style="list-style-type: none"> <li>• The TTC conducts an annual service plan review, and will include Line 6 Finch West in the annual review as part of the entire TTC network.</li> <li>• There will be one Service Level for Line 6 Finch West, which will be established in accordance with the pre-determined service level in the Project Agreement.</li> <li>• Any Service Level changes recommended or requested by each Party will be reviewed and agreed between the TTC and Metrolinx, with final authorization provided to Metrolinx's Project Co., MTG, by Metrolinx, in accordance with its role as owner of Line 6 Finch West.</li> </ul>

12.	TTC Mobilization Costs	<ul style="list-style-type: none"> <li>• TTC will develop a plan for mobilization of its resources to start Line 6 Finch West operations, which will be shared with Metrolinx (the Mobilization Plan).</li> <li>• TTC will advise Metrolinx in writing of its projected costs to implement the Mobilization Plan.</li> <li>• Once TTC mobilization activities have commenced, Metrolinx will provide immediate notice to the TTC and the City of any official delays to the Substantial Completion Date as set out in the Project Co. Works Schedule, and costs before the new Substantial Completion Date, resulting from the delay, will be handled in the following manner: <ul style="list-style-type: none"> <li>a) TTC must make all commercially reasonable efforts to adjust its mobilization activities to mitigate its costs;</li> <li>b) Subject to (a), if the delay is attributable to Metrolinx or Project Co., then Metrolinx will reimburse TTC for direct operational costs, which will be clearly defined in the Agreement, that cannot be mitigated upon notification of the delay;</li> <li>c) If the delay is not attributable to the Metrolinx or Project Co., including if the delay is a result of a force majeure, the Parties will review the direct operational costs and work together to support a solution, which may be subject to each Parties' approval and governance processes;</li> <li>d) Reimbursement will be based on costs incurred, as demonstrated by appropriate supporting documentation;</li> <li>e) TTC will be responsible for their costs for delays within their own control, or in the event of a TTC labour disruption; and</li> <li>f) Metrolinx will not be liable for any costs other than direct operational costs incurred by TTC because of the delay.</li> </ul> </li> </ul>
13.	Liabilities	<ul style="list-style-type: none"> <li>• The City, the TTC, and Metrolinx, will each be liable for damages arising from its non-fulfillment of obligations, breach of contract, acts and omissions, negligence and tortious acts.</li> <li>• Appropriate indemnities will be negotiated in the Agreement. Specific exclusions or limitations requested by each Party will be considered and negotiated, if appropriate.</li> </ul>

14.	Disputes	<ul style="list-style-type: none"> <li>• Disputes between the Parties regarding payment obligations, operation and maintenance of Line 6 Finch West will be escalated for dispute resolution in the following order: <ul style="list-style-type: none"> <li>a) High-level tiered negotiation between the Parties and use of the Ontario-Toronto Transit Coordination Partnership governance framework as required;</li> <li>b) Negotiation with the assistance of an independent mediator; and</li> <li>c) Arbitration in a manner to be outlined in a dispute resolution process and arbitration procedure or as described in applicable legislation.</li> </ul> </li> <li>• Each Party will continue to perform during any dispute and will accelerate dispute resolution timelines if reasonably requested by the other.</li> </ul>
15.	Breaches and Remedies	<ul style="list-style-type: none"> <li>• The Agreement will provide for adequate protections and remedies for the Parties against breach of the Agreement by any other party, with termination of the Agreement being a remedy of last resort in the case of a major default.</li> </ul>
16.	Contract Termination or Expiry	<ul style="list-style-type: none"> <li>• If the Agreement expires or is terminated, following such termination or expiry: <ul style="list-style-type: none"> <li>○ the City will have no continuing payment obligations for the operations or maintenance of Line 6 Finch West, and all rights and obligations under the Agreement will cease, including rights to the farebox revenue and non-farebox revenue; and</li> <li>○ the TTC will have no ongoing operation or maintenance obligations for Line 6 Finch West, except where mutually agreed by the Parties and where new or amended terms are negotiated.</li> </ul> </li> <li>• Termination rights of the Parties under the Agreement will ensure that any termination will result in minimal disruption to operations and maintenance of Line 6 Finch West and that Line 6 Finch West transit will continue to be provided at ordinary service levels.</li> </ul>
17.	Fare Revenue	<ul style="list-style-type: none"> <li>• Per the AIP, the City and TTC will receive farebox revenue in order to recover all or a portion of the costs of operating Line 6 Finch West.</li> </ul>

18.	Non-Fare Revenue	<ul style="list-style-type: none"> <li>• Per the AIP, the City and TTC will retain non-fare revenue for Line 6 Finch West during the Term, in order to recover all or a portion of the costs of operations.</li> <li>• The Agreement will establish the terms upon which the City and TTC will generate non-farebox revenue opportunities during the term of the Agreement. Non-farebox revenue will include such opportunities as, but not limited to: <ul style="list-style-type: none"> <li>○ Advertising on stations, trains, stops and platforms</li> <li>○ Wi-Fi</li> <li>○ Retail in dedicated locations as included in the project scope</li> <li>○ Vending spaces</li> </ul> </li> <li>• For clarity, non-farebox revenue does not include disposition or development of real property owned by Metrolinx, including any revenue derived from Transit Oriented Communities development (TOC) or Station Entrance Connections.</li> <li>• Metrolinx will make available to the City and TTC, all existing contracts related to non-farebox revenue, and all applicable components of the FWLRT for the purposes of generating non-farebox revenue during the term of the Agreement, including rights to sub-license and/or sub-lease as applicable.</li> <li>• The introduction of any non-farebox revenue generating opportunity will require review and approval by Metrolinx as the asset owner, through a streamlined process, which approval will not be unreasonably withheld.</li> </ul>
19.	Property Tax	<ul style="list-style-type: none"> <li>• Operating costs will include property taxes or payments in lieu of property taxes. The City/TTC shall make all property tax payments promptly when due and payable and will transfer all property tax/payments in lieu of taxes into its name.</li> <li>• The City/TTC will provide copies of property tax/payment in lieu of taxes bills and evidence of payment to Metrolinx.</li> </ul>
20.	Utilities	<ul style="list-style-type: none"> <li>• Operating costs will include utility consumption costs. The TTC shall make all utility consumption payments promptly when due and payable and will transfer all utility accounts into its name.</li> <li>• TTC will provide copies of utility accounts and evidence of payment to Metrolinx.</li> </ul>

21.	Bike Facilities	<ul style="list-style-type: none"> <li>• The City will be responsible for operation of indoor bicycle storage facilities. City shall be responsible for all operating expenses and non-lifecycle maintenance expenses of the Premises.</li> <li>• Metrolinx shall be responsible for payment of all lifecycle maintenance expenses of the premises, but only to the extent that such premises form part of Project Co. System Infrastructure.</li> </ul>
22.	Realty Agreement for Maintenance and Storage Facility	<ul style="list-style-type: none"> <li>• The Parties will enter into a Realty License Agreement before execution of the Agreement, to ensure TTC can have early occupancy of Maintenance and Storage Facility space, as part of revenue service preparation.</li> <li>• The license agreement will become part of the larger Train Operating and Services Agreement upon execution.</li> </ul>