



VIA Rail Canada

Montréal, December 2, 2014

**BY E-MAIL**

[chrisale@gmail.com](mailto:chrisale@gmail.com)

**(Original by regular mail)**

Christopher Alemany  
3854 6<sup>th</sup> Avenue  
Port Alberni, BC  
V9Y 4M2

Legal Affairs  
3 Place Ville-Marie, Suite 500  
Montreal (Quebec)  
H3B 2C9  
Fax: 514-874-0661  
[emmanuelle\\_mercier@viarail.ca](mailto:emmanuelle_mercier@viarail.ca)

**Emmanuelle Mercier**

☎ 514-871-6112

**RE: Access to information request number 14-1451 AI (D)**

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Dear Mr. Alemany,

We write further to your request for information under the *Access to Information Act* ("ATIA") received by VIA Rail Canada Inc. ("VIA Rail") on October 6, 2014, for the following records:

*"Please provide the Transportation Service Agreement signed between VIA Rail and Southern Railway of Vancouver Island Corridor Foundation in 2014.*

*Also please provide any written or electronic correspondence between VIA Rail and the signing parties in relation to completion of the above agreement that occurred since the Malahat rail service was suspended in 2011".*

You will find enclosed a copy of the Train Service Agreement between Southern Railway of Vancouver Island Limited and VIA Rail signed on June 27, 2014.

Please note that the commercial information found in the document have been removed ("redacted") and protected in accordance with sections 18.1 (1) d) and 20 (1) b) of the ATIA. In this regard, you will find enclosed these sections of the ATIA for your ease of reference.

As we indicated in our letter dated October 24, 2014, the second part of your request is considered abandoned, as we did not received the amount related to the search cost before November 3<sup>rd</sup>, 2014.

**Filing a complaint**

Please be advised that you may file a complaint regarding the handling of your access to information request with the Information Commissioner of Canada, in accordance with the requirements of section 31 of the ATIA, which reads as follows:

*“31. A complaint under this Act shall be made to the Information Commissioner in writing unless the Commissioner authorizes otherwise. If the complaint relates to a request by a person for access to a record, it shall be made within sixty days after the day in which the person receives a notice of a refusal under section 7, is given to access to all or part of the record or, in any other case, becomes aware that grounds for the complaint exist.”*

Notice of complaint should be addressed to the following address:

*Office of the Information Commissioner of Canada  
30 Victoria Street  
Gatineau, Québec K1A 1H3  
E-mail: [general@oic-ci.gc.ca](mailto:general@oic-ci.gc.ca)*

Before submitting a complaint pursuant to the *ATIA* to the *Information Commissioner of Canada*, you may contact us to obtain more information regarding the handling of your access to information request. Considering that many complaints are settled by clearing up misinterpretations or errors, this prior communication may avoid endless and unnecessary delays for both parties.

Trusting the whole to be in order, we remain at your disposal to answer questions.  
Best regards,



Emmanuelle Mercier  
Access to Information and Privacy Officer  
VIA Rail Canada

*Enclosed: Access to Information Act: Sections 18.1 (1) d) and 20 (1) b)*  
Requested information

## *Access to Information Act*

### **Economic interests of certain government institutions**

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**18.1** (1) The head of a government institution may refuse to disclose a record requested under this Act that contains trade secrets or financial, commercial, scientific or technical information that belongs to, and has consistently been treated as confidential by,

- (a) the Canada Post Corporation;
  - (b) Export Development Canada;
  - (c) the Public Sector Pension Investment Board; or
  - (d) VIA Rail Canada Inc.
- (...)

2006, c. 9, s. 147.

### **Third party information**

**20.** (1) Subject to this section, the head of a government institution shall refuse to disclose any record requested under this Act that contains

- (a) trade secrets of a third party;
- (b) financial, commercial, scientific or technical information that is confidential information supplied to a government institution by a third party and is treated consistently in a confidential manner by the third party;
- (b.1) information that is supplied in confidence to a government institution by a third party for the preparation, maintenance, testing or implementation by the government institution of emergency management plans within the meaning of section 2 of the *Emergency Management Act* and that concerns the vulnerability of the third party's buildings or other structures, its networks or systems, including its computer or communications networks or systems, or the methods used to protect any of those buildings, structures, networks or systems;
- (c) information the disclosure of which could reasonably be expected to result in material financial loss or gain to, or could reasonably be expected to prejudice the competitive position of, a third party; or
- (d) information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of a third party.

(...)

R.S., 1985, c. A-1, s. 20;

2007, c. 15, s. 8.

**TRAIN SERVICE AGREEMENT**

**between**

**SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED**

**and VIA RAIL CANADA INC.**

Covering the operation of passenger rail service between Victoria and Courtenay, B.C.

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**TRAIN SERVICE AGREEMENT**  
**between**  
**SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED**  
**and VIA RAIL CANADA INC.**

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**TRAIN SERVICE AGREEMENT**

THIS AGREEMENT dated as of \_\_\_\_\_, 2014.

BETWEEN:

**SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED**, a company incorporated under the laws of British Columbia

(hereinafter called "SVI")

OF THE FIRST PART

AND:

**VIA RAIL CANADA INC.**, a corporation incorporated under the *Canada Business Corporations Act*

(hereinafter called "VIA")

OF THE SECOND PART

**WHEREAS** VIA and Canadian Pacific Limited ("**CP**") entered into a Train Service Agreement dated as of January 15, 1990 (the "**Initial TSA**");

**WHEREAS** the Infrastructure was assigned from CP to Island Corridor Foundation ("**ICF**") pursuant to a letter from CP to VIA dated April 13, 2006;

**WHEREAS** ICF entered into an agreement with SVI for the operation of the Infrastructure and the Initial TSA was assigned to SVI pursuant to a letter from SVI to VIA dated June 16, 2006;

**WHEREAS** the Initial TSA was terminated by VIA by way of a letter dated August 8, 2011 since the Infrastructure was no longer in appropriate condition for VIA's train service;

**WHEREAS** SVI wishes to provide services on behalf of VIA to enable VIA to re-institute Passenger Service on Vancouver Island;

**WHEREAS** ICF and/or SVI wish to undertake work to restore the Infrastructure in appropriate condition for VIA's train service and that such undertaking requires that a new Train Service Agreement be entered into between VIA and SVI;

S.18.1 (1) d)  
S.20 (1) (c)

**WHEREAS** ICF and/or SVI wish to redesign VIA's train service schedule and VIA is prepared to agree to such redesign and fund the operation up to a maximum amount of ██████████ per year, in 2013 dollars indexed all in accordance with Article 7 herein, regardless of the train service schedule (stops, times, etc.); and

**WHEREAS** the parties wish to enter into this new Train Service Agreement provided that this new Train Service Agreement will come into force only if and when VIA determines that the Infrastructure is in appropriate condition for VIA's train service.

**NOW THEREFORE** this Agreement witnesseth that, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby mutually covenant and agree as follows:

#### **ARTICLE 1 – DEFINITIONS**

**1.1 "Agency"**

means the Canadian Transportation Agency as well as any successor of the said Agency and without limiting the foregoing shall include any successor to the functions thereof established by or pursuant to the *Canada Transportation Act*, S.C. 1996, c. 0 or any successor provisions thereto;

**1.2 "Agreement"**

means this agreement as amended or supplemented from time to time and the expressions "**Article**" and "**Paragraph**" followed by a number or letter mean and refer to the specified Article or Paragraph of this Agreement;

**1.3 "Appendices"**

means the appendices referred to in this Agreement and attached hereto, as amended from time to time;

**1.4 "Commencement Date"**

means the first day upon which Passenger Service commences on Vancouver Island under the terms of this Agreement through services provided by SVI to VIA in accordance therewith.

**1.5 "CPI"**

means the increase over the period of one (1) year immediately preceding January 1<sup>st</sup> in the Consumer Price Index (all items for regional cities) for the City of Vancouver as published by Statistics Canada;

**1.6 "ICF"**

means the Island Corridor Foundation, a foundation incorporated under Part I of the *Canada Corporations Act*;

**1.7 "Infrastructure"**

means the railway track, roadbed and right of way owned by ICF and leased, licensed or operated by SVI including the signals and other structures and mechanisms that are track-related or are used for the movement or control of Passenger Trains (but not including any rolling stock maintenance, servicing or fuelling facilities or railway station facilities and accesses);

**1.8 "Minister"**

means the Minister of Transport of Canada;



**1.9 "Month"**

means a calendar month;

**1.10 "Operating Cost"**

means total direct and indirect cost to provide the Passenger Service including all labour, materials, purchased services and rental provided for the purpose of passenger train operations, railway infrastructure maintenance, train control, Train Crews, Rolling Stock Maintenance, Rolling Stock Repairs, fuel and fueling services, provision of property and facility to store and maintain the Passenger Rolling Stock, utilities, local ticketing and customer service functions, and administration of the Passenger Service covered by an administration fee equal to 25% of total direct and indirect cost (excluding the administration fee);

**1.11 "Passenger Service"**

means the carriage by rail, by the Passenger Trains, of passengers and their baggage, as well as any other goods which VIA may be legally required to carry on board the Passenger Trains;

**1.12 "Passenger Trains"**

means VIA trains operating according to the routes, frequencies, schedules, maximum train sizes and weight to power ratios which are set forth in <sup>9</sup>;

**1.13 "Passenger Rolling Stock"**

means the VIA owned or leased railway rolling stock, including locomotives, cars and trains used on the Passenger Trains;

**1.14 "Rolling Stock Maintenance"**

means regular equipment inspection, maintenance, fuel, and fueling services necessary to ensure that all Passenger Rolling Stock meets or exceeds all applicable standards and requirements of any authority having jurisdiction with respect to the safe operation of such Rolling Stock over the Infrastructure, as detailed in Appendix 2, and in full compliance with all applicable laws, rules and regulation;

**1.15 "Rolling Stock Repairs"**

means repairs to the Passenger Rolling Stock that are beyond the requirements of Rolling Stock Maintenance, but specifically excluding major capital overhauls, re-builds, upgrades, replacements or rehabilitation of the Passenger Rolling Stock;

**1.16 "SVI"**

means Southern Railway of Vancouver Island Limited;

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**1.17 "SVI Train"**

means the locomotives and/or cars of a train operated by SVI (which excludes a train operated by SVI for VIA pursuant to this Agreement);

**1.18 "Train"**

means either an SVI Train or a Passenger Train, as the case may be;

**1.19 "Train Crews"**

means train personnel, in SVI's opinion, qualified and equipped for the operation of Passenger Trains over the Infrastructure (including, without restriction, train conductors and locomotive engineers);

**1.20 "VIA"**

means VIA Rail Canada Inc.; and

**1.21 "Year"**

means a calendar year.

**ARTICLE 2 - INTERPRETATION****2.1 Gender and Number**

Words importing the singular shall include the plural and vice versa, words importing gender shall include all genders and words importing individuals shall include firms and corporations and vice versa.

**2.2 Headings**

The Article and Paragraph headings contained in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope, meaning or intent of this Agreement or in any way affect its interpretation.

**2.3 Applicable Law**

This Agreement is made under the laws of the Province of British Columbia and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

**2.4 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

## 2.5 Appendices

Each Appendix to this Agreement is incorporated herein as if fully recited and the parties agree to be bound thereto.

## ARTICLE 3 - OPERATIONS

### 3.1 Accommodation of Passenger Trains

Subject to the provisions of this Agreement, SVI, to the extent within its control, shall provide the necessary Infrastructure to allow the operation of the Passenger Trains in accordance with the routes, frequencies, schedules and as otherwise set forth in ~~0~~. SVI, subject to the consent of ICF, shall have the right to alter the passenger service design, configuration and schedule, with the intention that such alteration will be made for the purpose of sustaining the financial viability of the service. SVI shall have the right to partner with corporate and other entities for the purpose of attracting corporate support and provision of additional or enhanced service functions, with the intention of benefiting the Passenger Service offering.

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### 3.2 Passenger Service Marketing and Promotion

SVI shall provide all local marketing, sales and promotional services necessary to support the Passenger Service. VIA will continue to provide direct telephone and internet sales services and continue to promote the Passenger Service equivalent to other VIA passenger service offerings through VIA's existing international and internet marketing system in accordance with a seasonal marketing and distribution plan to be agreed upon between VIA and SVI. SVI will present to VIA an initial draft marketing and distribution plan for the three months of the term of this Agreement commencing on the Commencement Date not less than 60 days prior to the Commencement Date. Thereafter, SVI will present updated draft quarterly marketing and distribution plans to VIA not less than 30 days prior to the end of each subsequent three month period of the term of this Agreement.

### 3.3 Train Control

SVI shall control the movement of all Passenger Service over the Infrastructure in such manner as will ensure that the requirements of this Agreement are met.

### 3.4 Train Crews

SVI shall provide train and engine crews for the operation of the Passenger Trains. SVI shall provide VIA with the names of qualified personal to operate the Passenger Trains as well as the qualification date. Furthermore, SVI shall provide VIA with all efficiency testing done monthly. SVI shall comply with VIA's Alcohol and Drug Policy for Contractors.

### 3.5 Compliance with Laws

VIA shall comply with the provisions of any and all laws and all regulations and rules of any authority having jurisdiction respecting the operation, condition, inspection and safety of Passenger Rolling Stock while such Passenger Rolling Stock is being operated

over the Infrastructure. SVI shall comply with the provisions of any and all laws and all regulations and rules of any authority having jurisdiction concerning the operation, condition, inspection and safety of the Infrastructure, SVI Trains and Passenger Rolling Stock. Each party hereto shall indemnify and save harmless the other party and its employees from and against all fines and penalties imposed upon the other party or its employees under the said laws, rules and regulations by any public authority or court having jurisdiction, when attributable solely to the failure of such first mentioned party or its employees to comply with its aforementioned obligations.

### **3.6 Investigations**

Where SVI investigates and reports to the Agency or other authority having jurisdiction, in accordance with the Railway Safety Act, or any replacement therefor, any accidents or incidents occurring on the Infrastructure which involve a Passenger Train, SVI shall, prior to the submission of any report to the Agency or other authority, provide VIA with such information as is required to be included in such report.

Any such information provided to VIA shall be and remains confidential information and shall not be divulged by VIA or its employees to any other person except by order of competent authority or with the express consent of SVI. It is understood that such information shall in no event include statements taken from SVI employees pursuant to the investigation procedures of the collective agreements to which SVI is a party.

### **3.7 Service Disruptions and Emergencies**

If SVI is aware of or anticipates any condition which may materially or adversely affect the operation of the Passenger Trains and such condition does not constitute an emergency, SVI shall notify VIA of such condition as soon as reasonably possible and consult with VIA as to the necessary action to be taken.

If any emergency condition exists, or is imminent, in respect of the operation of the Passenger Trains which, in SVI's opinion, render the Infrastructure impassable, unsafe or impractical for use or which otherwise may be detrimental to the safety and welfare of the passengers, then in that event SVI shall be entitled immediately to take such action as is necessary to protect the safety and welfare of the passengers and best comply with its undertaking herein, including, without restriction, the provision of required alternate transportation (e.g. bus) to accommodate passengers. As soon as reasonably possible, SVI shall notify VIA of any such action taken.

The cost of alternate transportation required shall be borne by SVI, with the exception of costs incurred due to accidents covered by the liability and indemnity provisions of Article 6 herein and for which VIA is responsible pursuant to Article 6 herein. In the case of alternate transportation being required as a result of accidents covered by the liability and indemnity provisions of Article 6 herein and for which VIA is responsible pursuant to Article 6 herein, VIA will reimburse SVI for all out-of-pocket costs of providing required alternate transportation for passengers.

### **3.8 Known Delays**

SVI shall notify VIA as soon as reasonably possible of any conditions known to SVI which will materially delay any Passenger Train. SVI shall provide a toll free number for

customers to call for information on the Passenger Service, notably with respect to delays.

### 3.9 Rolling Stock Maintenance and Rolling Stock Repairs

S.18.1 (1) d)  
S.20 (1) (c)

SVI shall perform all required Rolling Stock Maintenance. SVI or ICF shall provide equipment maintenance facilities necessary to provide all aforesaid Rolling Stock Maintenance. VIA shall retain sole ownership of the Passenger Rolling Stock and SVI shall keep the Passenger Rolling Stock and all related material free from any encumbrances or liens which may in any manner affect VIA's title. SVI will perform all Rolling Stock Repairs. SVI shall guarantee the workmanship and quality of material used in the work performed. SVI is duly licensed, registered, and qualified in such jurisdiction in which the work is to be carried out. All such licenses, registrations, and qualifications are to be valid, subsisting, and in good standing, and none of them contains any term, provision, condition, or limitation, which has or may be expected to have adverse effect on the carrying out of the Rolling Stock Maintenance or Rolling Stock Repairs. In the case of damage due to accidents covered by the liability and indemnity provisions of Article 6 herein and for which VIA is responsible pursuant to Article 6 herein, VIA shall pay to SVI the cost of such Rolling Stock Repairs provided, in the case of labour, at the rate of [REDACTED] per hour per employee while such employees are engaged in providing Rolling Stock Repairs to VIA, and, in the case of equipment or parts used or supplied, at such rates as are from time to time prescribed in the Schedule "A" directives of the Agency. The above mentioned labour rate is quoted in 2013 dollars and applicable indexing will apply beginning on the first day following 2013 and from year to year thereafter as provided in Paragraph 7.6 herein. SVI shall have the right to refuse to operate or to allow to be operated over the Infrastructure any Rolling Stock which does not conform to any and all applicable safety standards or regulatory requirements. To the extent of its rights to do so, VIA hereby passes through the benefits of all third-party warranties in connection with the Passenger Rolling Stock to SVI.

### 3.10 Passenger Train Equipment

VIA, at its expense, shall equip the Passenger Rolling Stock with any equipment, accessory, apparatus or device required by any authority having jurisdiction, and with radios and other communications systems and equipment compatible with radios, systems and equipment used by SVI, as of the date of this Agreement, for the conduct of train operations on the Infrastructure, and shall at SVI's request provide SVI with any information from such VIA equipment and systems in connection with investigations pursuant to Paragraph 3.6.

### 3.11 Removal of Defective Passenger Rolling Stock

When any Passenger Rolling Stock on the Infrastructure is defective to the degree that, in SVI's opinion, such Passenger Rolling Stock is unsafe for Passenger Train operation or may cause abnormal wear or damage to the Infrastructure, SVI may remove such Passenger Rolling Stock from service. As soon as reasonably possible, SVI shall notify VIA of any such removal. The cost associated with removal of damaged or defective Passenger Rolling Stock shall be borne by SVI, with the exception of removal costs resulting from accidents covered by the liability and indemnity provisions of Article 6 herein and for which VIA is responsible pursuant to Article 6 herein. In the case of

damage due to accidents covered by the liability and indemnity provisions of Article 6 herein and for which VIA is responsible pursuant to Article 6 herein, VIA shall pay to SVI the cost of removal of the damaged or defective Passenger Rolling Stock, in which case only VIA will pay SVI for such services provided on the following basis:

(a) Rescue Power

SVI will provide a rescue locomotive to move Passenger Rolling Stock at a rate which is the greater of [REDACTED] per mile for each mile the unit operates in rescue service and [REDACTED]. The said mileage shall be computed from the point from which the locomotive is dispatched by SVI to the point, designated by SVI, where the locomotive is returned.

S.18.1 (1) d)  
S.20 (1) (c)

(b) Removal of Passenger Rolling Stock

SVI will provide services required to remove Passenger Rolling Stock at a rate of [REDACTED] per equipment mile and, if it is moved to the mainland, VIA shall pay to SVI a sum of [REDACTED] for each round trip from Vancouver Island to and from the interchange point between SVI and the Southern Railway of British Columbia Limited locomotive shops or applicable interchange point in New Westminster.

S.18.1 (1) d)  
S.20 (1) (c)

(c) Adjustments

The amounts set forth in Paragraphs 3.11(a) and 3.11(b) above are quoted in 2013 dollars and applicable indexing will apply beginning on the first day of the year following 2013 and from year to year thereafter as provided in Paragraph 7.6 herein.

### 3.12 Transportation Privileges

SVI shall authorize mutually agreed employees of VIA to ride any Passenger Train.

## ARTICLE 4 - MAINTENANCE OF INFRASTRUCTURE

### 4.1 Maintenance of Infrastructure

SVI shall, to the extent within its control, maintain the Infrastructure to such extent as is necessary to ensure that the requirements of this Agreement are met. If in VIA's opinion, based on applicable regulations and standards or information received from authorities having jurisdiction (including Transport Canada and the British Columbia Safety Authority), the Infrastructure is not properly maintained and it may render the Infrastructure impassable, unsafe or impractical for use or which otherwise may be detrimental to the safety and welfare of the passengers, then in that event VIA shall be entitled to require SVI to interrupt the Passenger Service immediately and VIA may cease making the related payments to SVI detailed in Article 7 for the period of the interruption.

**ARTICLE 5 - IMPROVEMENTS AND MODIFICATIONS TO INFRASTRUCTURE****5.1 Improvements and Modifications by SVI**

SVI may, at its discretion, modify, improve or relocate any part or parts of the Infrastructure and schedule maintenance thereon provided that in planning and carrying out any such work SVI shall attempt to minimize the adverse effect of such work upon the operation of Passenger Trains. In the event of a major relocation of the Infrastructure which is likely to adversely affect the operation of the Passenger Service, SVI shall give VIA as much advance notice of such work as is reasonably possible given the circumstances of the project and shall consult with VIA with a view to minimizing the effects of such relocation on the Passenger Service.

**5.2 Improvements and Modifications Requested by VIA**

Improvements or modifications to the Infrastructure requested by VIA shall, subject to the required approval of any competent authority, be effected by SVI upon mutual agreement between the parties and with the concurrence of ICF. Such improvements or modifications shall be made at the expense of VIA unless and to the extent that (i) SVI has agreed as a term of such mutual agreement to share in that expense or (ii) such improvements or modifications are required as a result of the failure by SVI to maintain the Infrastructure in such condition so as to satisfy its obligations pursuant to Paragraph 4.1.

ICF shall be the sole owner of all such improvements or modifications.

**5.3 Improvements and Modifications to the Infrastructure not Requested by VIA**

SVI shall pay all costs and expenses (including any allowance for working capital) to be sustained by SVI and/or ICF arising out of any improvements or modifications to the Infrastructure required by order, rule or regulation of any authority having jurisdiction, notably for purposes related to the Passenger Service.

**5.4 Ordered Infrastructure Adjustments**

In the event that any authority having jurisdiction should order any adjustment of the Infrastructure to freight operations, where such adjustment is required by reason of safety, VIA shall compensate SVI for all costs related to such adjustment provided that such adjustment work is required only as a result of the discontinuance of Passenger Trains over the Infrastructure, that such work is performed within eighteen (18) months after the date of such discontinuance and that SVI provides VIA with supporting documentation for its cost invoice. SVI shall credit against the cost of such adjustment work any amount which SVI may be entitled to receive from any person or authority as a contribution or subsidy towards the cost of such adjustment work.

**ARTICLE 6 - LIABILITY AND INDEMNITY****6.1 Indemnities for Assumed Liabilities**

Each party hereto will forever indemnify and save harmless each of the other party and each of its officers, directors and employees (collectively, "Indemnified Parties") from

and against all claims, liabilities or judgments including reasonable legal fees and expenses incurred by such Indemnified Party by reason or on account of any injury to or death of any person or of any loss or damage to property, the liability for which is assumed in this Article by such first mentioned party and such first mentioned party hereby agrees to pay, satisfy and discharge any judgment that may be obtained by reason thereof and all costs, charges and expenses payable thereunder.

## 6.2 Damages Assumed by Parties

### 6.2.1 Initial Provisions

#### A. General Loss or Damage

VIA, with respect to a Passenger Train, and SVI, with respect to an SVI Train, regardless of fault or negligence, shall assume all responsibility, arising out of the operation of their respective Trains while on the Infrastructure, for:

- a) loss, damage, injury or death to its employees and loss or damage to property of its employees;
- b) loss or damage to its Train and property;
- c) loss, damage, injury or death to persons on its Train and loss or damage to property of such persons; and
- d) loss or damage to property of others on its Train.

#### B. Loss or Injury to Persons on Infrastructure for Purposes of VIA or SVI

Except as provided in Paragraph 6.2.1 A., when any loss, damage, injury or death is occasioned to any person or to the property of any person who is lawfully upon the Infrastructure or any adjoining railway lands and premises owned, leased, managed or operated by VIA or SVI by reason either directly or indirectly of the use of the Infrastructure or said railway lands and premises by or on behalf of one of the parties hereto, all responsibility for such loss, damage, injury or death, as between the parties hereto and regardless of fault or negligence, shall be assumed and borne by such party.

#### C. Collision between Passenger Train and SVI Train

In the event of a collision between a Passenger Train and a SVI Train upon the Infrastructure, except as provided in Paragraphs 6.2.1 A. and 6.2.1 B., each party hereto, regardless of fault or negligence:

- a) shall assume all responsibility for loss, damage, injury or death to persons or property which may be caused by reason of any "dangerous goods" (as defined in the Transportation of Dangerous Goods Act, as amended or replaced from time to time) ("**Dangerous Goods**") being transported on its train for itself or a third party; and



- b) except as provided in a), shall equally assume responsibility for loss, damage, injury or death to persons or property which may be caused by reason of the collision.

**D. Damages Caused by Passenger Train or SVI Train**

Except as provided in Paragraphs 6.2.1 A., 6.2.1 B. and 6.2.1 C., each party hereto, regardless of fault or negligence, shall assume all responsibility for loss, damage, injury or death to persons or property which may be caused by its Train operating on the Infrastructure.

**E. Spillage Damage**

Notwithstanding anything in this Agreement, except as provided in Paragraph 6.2.1 D., VIA, regardless of fault or negligence, shall assume all responsibility for loss or damage to property of ICF, SVI or others caused by any spillage or release of fuel, lubricants, contaminants or liquids by VIA, its employees, agents, contractors or others arising out of the use of the Infrastructure by or on behalf of VIA, including without limitation the cost of stopping, preventing, limiting and cleaning up such spilled or released contaminant and anything contaminated thereby, as may be ordered by any competent authority, and VIA shall pay any fine imposed by such authority in respect of such spillage or release.

**F. Collision between Passenger Train and SVI Train elsewhere than on Infrastructure**

In the event of a collision between a Passenger Train and a SVI Train elsewhere than upon the Infrastructure, all responsibility, as between SVI and VIA, for any claims arising by reason of the said collision and for loss, damage or injury caused thereby shall be determined and settled in accordance with this Paragraph 6.2.1 as if the said collision had occurred on the Infrastructure.

**G. Collision between a Passenger Train and Other Train**

In the event of a collision between a Passenger Train and any train other than a SVI Train, on the Infrastructure or elsewhere on the lines of SVI or any other line to which SVI has access in common with one or more other railway companies, all responsibility, as between SVI and VIA, for any claims arising by reason of the said collision and for loss, damage or injury caused thereby shall be determined and settled in accordance with this Paragraph 6.2.1 as if the said collision had occurred on the Infrastructure between a Passenger Train and a SVI Train.

**H. Damages arising from Operation of Trains not otherwise covered**

In the event that any loss, damage, injury or death to persons or property occurs on a Passenger Train or on a SVI Train while on the Infrastructure or if damage is done to any such Train or if damage or injury is done to persons or property by such Train or arises out of the operation thereof and such loss, damage, injury or death does not fall within the provisions of Paragraphs A. to G. inclusive, then in each of such cases, all loss caused thereby regardless of fault or negligence

shall be borne by VIA in the case of a Passenger Train or SVI in the case of an SVI Train.

**I. Termination of Paragraph 6.2.1**

VIA may terminate Paragraph 6.2.1 above upon ninety (90) days' prior written notice given to SVI prior to the end of each contract year, in which case the following Paragraph 6.2.2 will replace Paragraph 6.2.1 unless SVI cancels this Agreement upon written notice given to VIA prior to the expiration of such ninety (90) days' period; provided however that such termination or cancelation shall not affect the obligations hereunder of either party for loss, damage, injury or death due to an event that occurred prior to such termination or cancelation.

**6.2.2 Provisions further to Termination of Paragraph 6.2.1**

Each party hereto shall assume all responsibility for any and all direct loss and damage (including reasonable legal fees and disbursements) caused to the other party, any officers, directors or employees of such other party, any persons on a Train and any other third parties, by reason of (i) the breach of its obligations hereunder or (ii) its fault or negligence (including by its employees or any persons for whom it is responsible in law), notably for:

- a) loss, damage, injury or death to persons (including employees and others on Train) and loss or damage to property of such persons;
- b) loss or damage to a Train and property;
- c) loss, damage, injury or death to any person or to the property of any person who is upon the Infrastructure or any adjoining railway lands and premises;
- d) loss, damage, injury or death to persons or property which may be caused by reason of any "dangerous goods" (as defined in the Transportation of Dangerous Goods Act, as amended or replaced from time to time) ("**Dangerous Goods**") being transported on Train for a party or a third party;
- e) loss or damage to property caused by any spillage or release of fuel, lubricants, contaminants or liquids arising out of the use of the Infrastructure, including without limitation the cost of stopping, preventing, limiting and cleaning up such spilled or released contaminant and anything contaminated thereby, as may be ordered by any competent authority, and payment of any fine imposed by such authority in respect of such spillage or release; and
- f) loss, damage, injury or death that does not fall within the provisions of Subparagraphs 6.2.2 a) to e) inclusive.

**6.3 Notification of Suits or Proceedings**

In case any suit or proceeding shall be commenced by any person or corporation against either party hereto, for or on account of any loss, damage or injury for which the other party hereto may be liable under the provisions of this Article 6, the party so sued or proceeded against shall give to the other party reasonable notice in writing of the

pendency of such suit or proceeding, and thereupon the other party shall assume the defense of such suit or proceeding and shall save and hold the party so sued harmless from all loss and costs by reason thereof. Neither party hereto shall be bound by any judgment against the other party unless it shall have had reasonable notice that it was so required to defend and has reasonable opportunity to make such defense. When such notice and opportunity has been given, the party notified shall be bound by the judgment as to all matters that could have been litigated in such suit or proceeding. Each party agrees that in no event will it enter into any settlement which involves the admission of liability by the other party or the imposition of any liability on the other party, without the other party's prior and express written consent.

#### 6.4 **Claims for Business Disturbance**

Neither party shall under any circumstances be liable to the other Party for any indirect, incidental, consequential, special, punitive or exemplary loss or damage of any nature or kind whatsoever, or any loss of data, information, business, markets, savings, income, profits, use, production, or goodwill, anticipated or otherwise.

#### 6.5 **Settlement of Claims between SVI and VIA**

The parties shall settle as between themselves any claim for loss or damage according to the terms of this Agreement notwithstanding, except as provided in Paragraph 6.6, any judgment or decree of any court or other tribunal in a proceeding instituted by any third person or company in which both parties hereto are not represented; provided, however, that if both parties are represented, the finding of such court or jury shall prevail.

#### 6.6 **Arbitration Settlement**

In case the parties cannot agree on the liability under the provisions of this Article, the question as to such liability shall be referred for settlement in the manner provided in Paragraph 9.9, and in all such cases the award upon such reference shall be final in determining the question in dispute and shall prevail over any contrary finding of a court or jury in an action instituted by any third person or company in which both parties hereto are not represented; provided, however, that if both parties are represented, the finding of such court or jury shall prevail.

#### 6.7 **SVI Insurance Requirements**

SVI shall provide to VIA appropriate proof of insurance coverage and applicable policy limits and detail with respect to SVI Trains (and Passenger Trains only if Section 6.2.1 has been terminated and Section 6.2.2 is in force and effect). The minimum initial insurance coverage limits provided by SVI shall be fifty million dollars (\$50,000,000) per claim. Such insurance limit and other requirements may be reviewed on request by VIA and be adjusted accordingly by mutual agreement within applicable industry and regulatory standards.



S. 18.1 (1) d)  
S. 20 (1) (c)

[Redacted text block]

[Redacted text block]

**7.4 Interest on Overdue Amounts**

Each party shall pay, to the extent legally enforceable, interest at the rate of eight percent (8%) per annum upon all overdue amounts payable under this Agreement from the due date until payment.

Unless otherwise specified in this Agreement, all amounts payable by one party to the other pursuant to the Agreement shall be due thirty (30) days after the issuance of an invoice therefor.

**7.5 Currency and Method of Payment**

All payments hereunder shall be in lawful currency of Canada and shall be payable, at the option of the payee, either by cheque or by depositing to an account at a bank in Canada designated in writing by such payee.

**7.6 Price Indexation**

For the purposes of Paragraphs 3.9, 3.11 and 7.1, the annual indexation shall be based on the CPI and calculated as follows:

- a) for each subsequent Year following the first Year of operation of the Passenger Service, the amounts set forth in Paragraphs 3.9, 3.11 and 7.1 shall be indexed by the CPI: and
- b) on or before the tenth (10<sup>th</sup>) month of the first full Year of operation of the Passenger Service and on or before the tenth (10<sup>th</sup>) month of each Year thereafter, VIA shall furnish to SVI a statement setting forth the indexed amounts for the following Year or portion thereof that the Passenger Service is operated, as applicable, calculated as provided in Paragraphs 3.9, 3.11 and 7.1 and indexed as provided in section a) above and a statement setting forth the determination of the CPI for the first full Year and for each subsequent Year.

**7.7 Audit Rights**

With regard to any costs or expenses incurred by SVI for which SVI is entitled to claim against VIA under this Agreement, including without limitation under Sections 3.7, 3.9, 3.11, 5.3, 5.4, and 7.3 hereof, VIA shall be entitled upon reasonable notice to SVI to have a VIA representative attend at SVI's premises to examine all records maintained by SVI in order to verify such claims. SVI at its own cost shall cooperate with VIA's representative in such examination. If VIA determines that it has paid SVI more than the

amount owing under this Agreement for any item, VIA shall provide SVI written evidence for the basis of such determination. If SVI concurs with such determination, SVI shall promptly reimburse VIA and, if the aggregate amount of any required reimbursements in any Year exceeds \$5,000, SVI shall also pay VIA's costs related to the examination. For greater certainty, if there is a dispute under this paragraph, Paragraph 9.9 is applicable.

7.8

[REDACTED]

S. 18.1 (1) d)  
S. 20 (1) (c)

**7.9 Other Labour Costs**

Each party shall be financially responsible for all job security and labour protection costs for its employees.

**ARTICLE 8 - TERM**

**8.1 Term**

This Agreement shall be in effect from the date first written above and shall continue for a period expiring one (1) year from the Commencement Date provided that if the Commencement Date is a day other than the first day of a calendar month, then such initial period shall end on that day which is the last day of the calendar month in which the first anniversary of the the Commencement Date occurs. Thereafter, notwithstanding any other provisions hereof, this Agreement shall be automatically renewed from year to year unless and until it is terminated by either party upon at least ninety (90) days' prior written notice of cancellation given to the other party at any time.

**8.2 Early Termination**

In the event that VIA, having been authorized or directed to do so by a directive or order of the Minister, the Governor in Council or any other competent authority, should cease

to operate Passenger Trains on Vancouver Island, this Agreement shall forthwith terminate on the date upon which such directive or order becomes enforceable or effective, as the case may be. VIA shall give SVI as much advance notice as possible of such termination in writing.

This Agreement shall also forthwith terminate in the event that ICF is no longer the owner of the railway or the operating agreement between ICF and SVI is terminated, as the case may be, notwithstanding provisions for assignment of the agreement to ICF under article 9.5 herein. SVI shall give VIA as much advance notice as possible of such termination in writing.

### 8.3 Survival

Any term or condition of this Agreement which by its nature survives the termination or expiry of this Agreement, including Article 6 (Liability and Indemnity), Article 7 (Compensation), Paragraph 9.8 (Confidentiality) and Paragraph 9.9 (Disputes and Arbitration) shall continue in full force and effect following such termination or expiry.

## ARTICLE 9 - GENERAL

### 9.1 Relationship

Nothing in this Agreement shall be deemed or construed to constitute SVI as an agent of VIA, nor any SVI employee performing any services in connection herewith as an employee or agent of VIA, nor to grant any right to VIA to supervise or direct any SVI employee in the performance of any such Services.

### 9.2 Provision of Reports and Information

Each party hereto, at the written request of the other party, shall provide to the other party such reports, documents, information or assistance as may be reasonably required for the purposes of such other party pursuing or defending claims against third parties arising out of the operation of a Passenger Train on the Infrastructure, with due regard for the confidentiality of any document or information and provided that the provision of such reports, documents or information would not, in the opinion of the party requested to provide same, adversely affect such party. It is understood that such information shall in no event include statements taken from SVI employees pursuant to the investigation procedures of the collective agreements to which SVI is a party.

### 9.3 Notices

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof (hereinafter in this Paragraph called a "**notice**") to any party must be in writing and shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telecopy to, and confirmed received by, such party addressed:

a) **SVI notice**

in the case of a notice to SVI at:

Southern Railway of Vancouver Island Limited  
2102 River Drive  
New Westminster, B.C.  
V3M 6S3

Attention: President  
Telecopy: (604) 526-0914

b) **VIA notice**

in the case of a notice to VIA at:

VIA Rail Canada Inc.  
3 Place Ville Marie, Suite 500  
Montreal, Quebec  
H3B 2C9

Attention: Chief of Transportation  
Telecopy: (514) 871-7814

or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this Paragraph. Any notice delivered to the party to whom it is addressed hereinbefore provided shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the third business day next following the date of its mailing, subject to proof of earlier delivery. Any notice transmitted by telecopy shall be deemed given and received on the first business day after its transmission, unless it is proven to have been acted upon earlier.

**9.4 Force Majeure**

If either party hereto is prevented from carrying out any of its obligations hereunder by any event of force majeure (including, without limitation, war, riot, protest, act of civil disobedience, strike, or other labour dispute, fire, flood, earthquake or any other fortuitous event which is unforeseen and caused by a superior force which was impossible to resist), then any scheduled time for performance of such obligations shall be extended for so long as such force majeure continues to prevent the performance thereof, and any other stated time or delay for performance related thereto shall be extended by a period at least equivalent to the time during which the event of force majeure continues. Any party prevented from carrying out any obligations by reason of force majeure shall promptly give the other party written notice of the force majeure, including full particulars in respect thereof and upon cessation of the event of force majeure, shall give the other party written notice of such cessation. VIA shall not be required to make the payments detailed in Article 7 during the period of force majeure.



**9.5 Assignment**

It is an essential consideration of this Agreement, and one without which SVI would not have entered into upon such terms and conditions, that VIA shall not assign this Agreement or any part of its interest therein without SVI's written consent given in advance. SVI's consent may not be withheld arbitrarily. SVI may assign any or all of its rights, benefits, obligations or liabilities under this Agreement to an affiliate of SVI (as such term is defined in the *Business Corporations Act* (British Columbia)) or ICF, provided that such affiliate or ICF has first agreed in writing with VIA to be, and SVI remains, bound by the terms and conditions of this Agreement which are assigned to such affiliate or ICF.

**9.6 Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and permitted assigns.

**9.7 Hearings and Representations to the Agency**

Each party shall use its best efforts to give the other party reasonable prior written notice of any hearing before the Agency or other authority having jurisdiction with respect to any matter materially affecting the Passenger Service.

**9.8 Confidentiality**

Each party agrees that all the terms and conditions of this Agreement, and all amounts paid hereunder, shall be and remain confidential information and shall not be divulged to any other person (excluding the Minister) except by order of any authority having jurisdiction or except with the express consent of the other party.

**9.9 Disputes and Arbitration**

It is the intent of SVI and VIA that any dispute which may arise between them, or between employees of each, be resolved as expeditiously as possible, both for the efficient operation and maintenance of the Passenger Service and for the safe and uninterrupted operation and maintenance of SVI's rail system. Accordingly, any dispute or difference arising between SVI and VIA with reference to the interpretation of this Agreement or as to their respective rights and obligations hereunder, shall initially be referred to a senior executive of each of the parties who shall meet and attempt to resolve the dispute within 15 days of referral of the dispute to them, failing which the dispute may be referred to arbitration by either party in accordance with the provisions of the *Commercial Arbitration Act*, Revised Statutes of Canada 1985, chapter 7 (2<sup>nd</sup> Suppl.). Unless the parties agree otherwise at the time of the referral, the matter shall be heard before a single arbitrator and in the City of Vancouver, Province of British Columbia. The party against whom the arbitration award is made shall pay the fee and expenses of the arbitrator. Each party shall pay its own costs.

**9.10 Collective Agreements**

The parties shall keep each other informed of all collective agreements and other employee relation matters pertaining to the Passenger Service.

Neither party shall require of the other party the performance of services or standards hereunder nor shall it exercise its rights hereunder in a manner which would cause the other party to breach the terms of, or incur penalties under, any collective agreement between such other party and any bargaining agent representing any of its employees.

#### 9.11 Counterparts

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

#### 9.12 Administration of Agreement

For the purpose of giving effect to the undertakings herein and facilitate communications between the parties, forthwith upon execution hereof, the parties shall each appoint an Officer with responsibility for the performance of the parties' respective obligations under this Agreement. Each party shall notify the other party of the name of such Officer and the effective date of his appointment and the name and effective appointment date of any replacement of such Officer. The parties may also delegate to specific officers or other members of their personnel the responsibility to oversee the implementation of specific tasks or aspects of this Agreement.

#### 9.13 Required Approvals

This Agreement shall be conditional upon the approval of the Boards of Directors of VIA, SVI and the ICF, the sanction of the Governor-in-Council and any other approvals which may be required by law or by any governmental or other authority having jurisdiction.

#### 9.14 Right to dispose of the Infrastructure

Nothing in this Agreement shall prevent or in any manner restrict SVI or ICF, in its absolute discretion, from selling or transferring all or any part of the Infrastructure to the extent it has the right to do so or applying for authority to cease railway operations over any line of railway over which the Passenger Trains are operated, in accordance with the applicable provisions of the *Canada Transportation Act*, S.C. 1996, c. 10 or any successor provisions thereto. This provision does not supersede the provisions of any other agreement between ICF as owner of the railway and SVI as operator on behalf of ICF.

#### 9.15 Language

Les parties aux présentes ont demandé et convenu que le présent contrat et tous les avis et documents s'y rapportant soient rédigés en anglais.

The parties hereto have requested and agreed that this Agreement and all notices and documents related thereto be drafted in the English language.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the day and year first above written.

**SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED**

*Frank J. Butzelaar*

Name: Frank J. Butzelaar

Title: President

**VIA RAIL CANADA INC.**

*Yves Desjardins-Siciliani*

Name: Yves Desjardins-Siciliani

Title: President and CEO



Pursuant to the terms of the agreement between ICF and SVI for the operation of the Infrastructure, ICF hereby approves the terms of this Agreement as of the day and year first above written.

**ISLAND CORRIDOR FOUNDATION**

*Graham Bruce*

Name: Graham Bruce

Title: Chief Executive Officer

**Train Service Agreement between Southern Railway of Vancouver Island Limited  
and VIA Rail Canada Inc.**

**Covering the Operation of Passenger Rail Service between Victoria and Courtenay, BC**

**APPENDIX 1  
INITIAL PASSENGER TRAIN SCHEDULE AND OTHER SPECIFICATIONS**

Commencement Date:	To Be Determined
Rolling Stock Limit:	3 Rail Diesel Cars (RDCs)
Crew Compliment (All Trains):	1 Locomotive Engineer / 1 Conductor

All positions to be staffed by SVI.

**APPENDIX 1- Initial Passenger Train Schedule and Other Specifications (cont'd)**

**Monday to Friday Service – Initial Schedule**

(No Statutory Holiday Service)

Service Summary:

Train Nos.	Days of Operation	Departure	From	To
398	Mon-Fri (no SH)	6:30	Nanaimo	Victoria
399	Mon-Fri (no SH)	9:15	Victoria	Nanaimo
498	Mon-Fri (no SH)	12:00	Nanaimo	Victoria
499	Mon-Fri (no SH)	14:45	Victoria	Nanaimo

Detailed Schedule:

Vancouver Island - Proposed Passenger Rail Schedule								
Monday to Friday Schedule - No Statutory Holiday Service								
	Proposed 498 Weekdays Mon-Fri	Proposed 399 Weekdays Mon-Fri	MILE POST	STATION	Proposed 398 Weekdays Mon-Fri	Proposed 498 Weekdays Mon-Fri		
V	14:45	9:15	0 / 0.8	VICTORIA WEST*	8:59	14:29		A
V	14:52	9:22	2.63	ESQUIMALT*	8:52	14:22		A
V			4.9	PALMER				A
N	15:03	9:33	7.9	LANGFORD*	8:41	14:11		S
	15:06	9:36	9.7	WESTHILLS*	8:38	14:08		
				(Prop)				
O	15:31	10:01	20	MALAHAT	8:13	13:43		O
			26.2	STRATHCONA				
R	15:50	10:20	27.8	SHAWNIGAN*	7:54	13:24		U
	15:59	10:29	31.2	COBBLE HILL	7:45	13:15		
T	16:09	10:39	35.5	COWICHAN*	7:35	13:05		T
	16:17	10:47	39.7	DUNCAN*	7:27	12:57		
			41.6	HAYWARD				
H	16:37	11:07	51.2	CHEMAINUS*	7:07	12:37		H
	16:48	11:18	58.4	LADYSMITH*	6:56	12:26		
W	16:58	11:28	64.7	CASSIDY	6:46	12:16		W
			66.9	S. WELLINGTON				
A			69.2	STARKS				A
	17:14	11:44	72.5	NANAIMO*	6:30	12:00		
R			77.3	WELLINGTON				R
			86.8	NANOOSE BAY				
D			95.2	PARKSVILLE*				D
			101.8	QUALICUM BEACH*				
V			110.2	DUNSMUIR				A
V			116.8	DEEP BAY				A
V			126.1	BUCKLEY BAY				A
V			130.2	UNION BAY				A
V			139.7	COURTENAY*				A

Note: Equipment Maintenance to be performed in Nanaimo in off-scheduled hours.

**APPENDIX 1 - Initial Passenger Train Schedule and Other Specifications (cont'd)**

**Saturday-Sunday-Statutory Holiday (10) Service**

(No Service Christmas and New Years Days)

Service Summary:				
Train Nos.	Days of Operation	Departure	From	To
598	Sat-Sun-SH	7:00	Nanaimo	Victoria
599	Sat-Sun-SH	9:45	Victoria	Courtenay
698	Sat-Sun-SH	14:30	Courtenay	Victoria
699	Sat-Sun-SH	19:00	Victoria	Nanaimo

Detailed Service Schedule:

Vancouver Island - Proposed Passenger Rail Schedule									
Saturday/Sunday/Statutory Holiday (10) Schedule									
	Proposed 699 Weekends Sat/Sun/SH	Proposed 599 Weekends Sat/Sun/SH	MILE POST	STATION	Proposed 598 Weekends Sat/Sun/SH	Proposed 698 Weekends Sat/Sun/SH			
V	19:00	9:45	0 / 0.8	VICTORIA WEST*	9:29	18:50			^
V	19:07	9:52	2.63	ESQUIMALT*	9:22	18:43			^
V			4.9	PALMER					^
V	19:18	10:03	7.9	LANGFORD*	9:11	18:32			^
	19:21	10:06	9.7	WESTHILLS* (Prop.)	9:08	18:29			
N	19:46	10:31	20	MALAHAT	8:43	18:04			S
			25	CLIFFSIDE					
O			26.2	STRATHCONA					O
	20:05	10:50	27.8	SHAWNIGAN*	8:24	17:45			
R	20:14	10:59	31.2	COBBLE HILL	8:15	17:36			U
	20:24	11:09	35.5	COWICHAN*	8:05	17:26			
T	20:32	11:17	39.7	DUNCAN*	7:57	17:18			T
			41.6	HAYWARD					
H	20:52	11:37	51.2	CHEMAINUS*	7:37	16:58			H
	21:03	11:48	58.4	LADYSMITH*	7:26	16:47			
W	21:13	11:58	64.7	CASSIDY	7:16	16:37			W
			66.9	S. WELLINGTON					
A			69.2	STARKS					A
	21:29	12:14	72.5	NANAIMO*	7:00	16:21			
R		12:22	77.3	WELLINGTON		16:13			R
			86.8	NANOOSE BAY					
D		12:50	95.2	PARKSVILLE*		15:45			D
		13:01	101.8	QUALICUM BEACH*		15:34			
V		13:13	110.2	DUNSMUIR		15:22			^
V			116.8	DEEP BAY					^
V			126.1	BUCKLEY BAY					^
V		13:42	130.2	UNION BAY		14:53			^
V		14:05	139.7	COURTENAY*		14:30			^

Note: Equipment Maintenance to be performed in Nanaimo in off-scheduled hours.

Train Service Agreement between Southern Railway of Vancouver Island Limited and  
VIA Rail Canada Inc. - Covering the operation of passenger rail service between  
Victoria and Courtenay, B.C.

## APPENDIX 2

### Rail Diesel Car Equipment Maintenance Rolling Stock Maintenance Details

#### 1. INTRODUCTION

- (a) VIA Rail Canada Inc. (VIA) operates a passenger rail service between Victoria and Courtenay, British Columbia ("the passenger rail service"). The equipment operated on this service are self-propelled Rail Diesel Cars (RDCs).
- (b) Southern Railway of Vancouver Island Limited and its staff (SVI), under the terms of a Train Service Agreement, provide operational services on behalf of VIA including maintenance of VIA RDC's utilized in the service.
- (c) Three (3) RDC units initially assigned to this service are VIA road numbers 6105, 6219 and 6251.
- (d) The Scope of Work includes provision of running repairs, inspections, maintenance and servicing of the RDCs utilized in the service.
- (e) This Appendix "2" provides a summary of the types of inspections and servicing to be performed and the designated frequency of the Maintenance Program.
- (f) The work must be performed in accordance with VIA current standard practices and in a manner that ensures compliance to all applicable laws and regulations and that ensures that the cars can meet the Initial Service Schedule outlined in Appendix "1". Work scope and practices must be adjusted accordingly to ensure the cars can meet any and all subsequent amended service schedules.
- (g) This Appendix "2" itemises the tasks to be performed for each category as defined herein.
- (h) VIA may, at any time, monitor maintenance performance against the reliability of the cars and the ability to meet the service schedule.

**2. SAFETY AND ENVIRONMENTAL**

- (a) SVI must strictly adhere to Federal, Provincial and Municipal codes, and regulations including environmental guidelines and work habits.
- (b) All waste removed in the process of the work including but not limited to oils and lubricants, garbage, cleaning materials and liquids are to be disposed of in accordance with all environmental laws and regulations as well as VIA's present and future standards.

**3. RDC MAINTENANCE, SERVICING AND INSPECTION – RESTRICTIONS, SAFETY AND NOTIFICATION PROCEDURES**

- (a) SVI is responsible for the provision of protective clothing and safety equipment for its staff.
- (b) If SVI deems any system or equipment unsafe to operate, or is aware of damage to any equipment, SVI must immediately notify the VIA Operations Control Centre with a description of the applicable condition and time-frame for return to service.
- (c) SVI shall inform VIA promptly and confirm in writing of any hazards or malfunctions that are not covered by the Train Service Agreement.
- (d) SVI shall provide VIA with contact information for the day to day operations, and for key maintenance personnel who must be accessible at all times in the event of an emergency.

**4. WORK RECORDS**

- (a) SVI shall implement a record keeping system in a format satisfactory to VIA that documents all maintenance performed, inclusive of both scheduled and non-scheduled maintenance, and shall consistently maintain and keep such documentation current.
- (b) SVI shall provide maintenance reports to VIA at mutually agreeable times and frequency.

**5. PARTS & COMPONENTS**

- (a) SVI shall use only coolants, lubricants and fuels as specified by VIA.
- (b) SVI shall ensure that all parts and components required and obtained for repairs are identical to those actually installed on the RDCs and must obtain VIA's prior approval in the event that replacement parts may not be identical to the ones to be replaced.



## 6. LEGEND OF STATUS CODES / DESCRIPTIONS

- (a) B = Reference Service Bulletin
- (b) E-ITP = A separate ITP
- (c) H = (How to) reference document exists
- (d) O = Other documents
- (e) PAD = Pre-Approved Derogation
- (f) W = (What to do) Specification exists
- (g) D = Deleted
- (h) ITP = Related "ITP" fields
- (i) N = New Task
- (j) P = Attached Documentation Revised
- (k) R = Revised Task
- (l) S = Safety Related Task
- (m) T = TEST
- (n) WMP = A Specification exists inside MF

## 7. INSPECTION TASK DESCRIPTIONS & FREQUENCIES

### (a) A Inspection

A inspection is a run-through inspection.

### (b) B Inspection

B safety inspection is performed at a frequency not exceeding 8 days.

### (c) C Inspection

C safety inspection is performed at a frequency not exceeding fifteen (15) days. Once completed, the C Inspection resets the B inspection calendar cycle that is due.

**(d) D3 Inspection**

D3 inspection is the mandatory replacement of the smart electrodes of the Automated External Defibrillator (EAD). The D3 is performed at a frequency of 730 days.

**(e) D4 Inspection**

D4 inspection is the mandatory replacement of the battery of the Automated External Defibrillator (EAD). The D4 is performed at a frequency of 1460 days.

**(f) E Inspections**

E inspections are numbered 1 to 6 and are performed on a forty-five (45) day or 15,000 miles cycle. The E1 inspection is the first E inspection to be performed, followed by the E2 inspection, and so forth. After the E6 inspection, the cycle begins again. Once completed, the E inspection resets the C inspection calendar cycle.

**(g) F Inspection**

F inspection is performed once annually during spring of each calendar year in preparation for train operations during the summer months.

**(h) G Inspection**

G inspection is performed once annually during fall of each calendar year in preparation for train operations during the winter months.

**(i) H Inspections**

H inspections are numbered 1 to 4 and are performed at a yearly frequency of 365 days. H1 is the first H inspection to be performed, followed by H2 the next year, etc. After the H4 inspection, the cycle begins again. The H inspection is performed as a supplement to the E inspection.

**(j) P Inspections**

P inspections (P1 to P4) are storage inspections to be performed at a frequency of 180 days.

**(k) AN Inspection**

AN inspection is a mandatory and federally regulated annual air brake inspection to be performed at a frequency of 365 days. Once completed, the AN inspection resets the SE inspection calendar cycle.. The AN inspection of a given calendar year is recorded on the Locomotive Brake System Inspection and Testing Record kept in the cab. The LBSITR is renewed annually.

**(l) MH Inspection**

MH Inspection (mandatory and federally regulated Halocarbon Leakage Inspection) are performed at the annual frequency of 365 days.

**(m) OP Inspection**

OP inspection is a mandatory and federally regulated operational air brake inspection to be performed at a frequency of 90 days. The OP inspections of a given calendar year are recorded on the Locomotive Brake System Inspection and Testing Record kept in the cab. The LBSITR is renewed annually.

**(n) QAB Inspection**

QAB inspection is a mandatory and federally regulated quadrennial air brake inspection to be performed at a frequency of 1460 days. Once completed, the QAB inspection resets the AN inspection calendar cycle. The QAB inspection is the first record of the Locomotive Brake System Inspection and Testing Record kept in the cab. The LBSITR is renewed annually.

**(o) SE Inspection**

SE inspection is a mandatory and federally regulated semi-annual air brake inspection to be performed at a frequency of 180 days. Once completed, the SE inspection resets the OP inspection calendar cycle. The SE inspection of a given calendar year is recorded on the Locomotive Brake System Inspection and Testing Record kept in the cab. The LBSITR is renewed annually.

**(p) TK Inspection**

TK is a truck overhaul to be performed at a 600,000 mile cycle.

**8. INSPECTION TASKS / DETAIL****(a) 100 - Diesel Engine and Related Mechanical Components**

<b>Task #</b>	<b>Status/ Description</b>	<b>Inspection</b>
P191/001	Transmission oil (with engine running): Check level of both transmissions.	B/C
P191/002	Engine lube oil (idling at operating temperature): Check pressure of both engines and APU engine.	C/E1/E2/E3/E4/E5/E6
P191/003	Engine lube oil: Check level of both engines and APU engine.	B/C

P191/004	Engine suspension mounts: Inspect both engines.	E1/E2/E3/E4/E5/E6
P191/005	Engine, APU and air compressor air filter: Check indicator.	C/E1/E2/E3/E4/E5/E6
P191/006	Engine and transmission breathers: Clean.	E6
P191/007	Rocker arm lube oil spray nozzles: Clean.	E2
P191/008	Transmission oil: Change.	E1/E2/E3/E4/E5/E6
P191/009	Torque converter housing scavenging line screen: Clean.	E4
P191/010	Fuel oil filters: Renew.	E2/E4/E6
P191/011	Fuel oil filters: Drain condensation.	C/E1/E3/E5
P191/012	Engine revving and clutching: Test.	B/C/E1/E2/E3/E4/E5/E6
P191/013	Engine lube oil: Change.	E1/E2/E3/E4/E5/E6
P191/014	Engine lube oil, coolant, and transmission filters: Change	E1/E2/E3/E4/E5/E6
P191/016	Water pump belt: Inspect	E1/E3/E5
P191/017	Engine, APU and transmission oil (at operating temperature): Take samples.	H/C
P191/018	Engine air intake piping: Inspect.	E1/E2/E3/E4/E5/E6
P191/601	Engine vibration damper: Inspect.	H1/H2/H3/H4
P191/602	Valves and injectors: Adjust.	H1/H2/H3/H4
P191/603	Fuel injectors: Change.	H2/H4
P191/604	Fuel pump: Change.	H2/H4
P191/605	Turbocharger: Change.	H2/H4
P191/606	Water pump: Change.	H1/H2/H3/H4

**(b) 200 – Clean and Wash**

C291/401	Car Debris: light pick up Litter and Garbage Bags: replace.	A/B
C291/402	Car Debris: total pick up Litter and Garbage Bags: replace.	C/E1/E2/E3/E4/E5/E6
C291/403	Paper Supplies: replenish.	A/B/C/E1/E2/E3/E4/E5/E6
C291/404	Washrooms: clean & supply.	B/C
C291/405	Washrooms: wash and supply.	E1/E2/E3/E4/E5/E6
C291/406	Seats and Tables: clean & rotate seats as required.	B/C
C291/407	Galley and Service Area: light clean (if equipped).	B/C
C291/408	Windows, Sills and Blinds: clean.	B/C/E1/E2/E3/E4/E5/E6
C291/409	Seats: remove soil spots. Seats and Components: clean.	E1/E2/E3/E4/E5/E6
C291/410	Pipe Guards: spot clean.	B/C/E1/E2/E4/E5
C291/411	Pipe Guards: clean.	E3/E6
C291/412	Non-carpeted Walls, Partitions and Doors: clean.	E3/E6
C291/413	Walls, Partitions and Luggage Rack exteriors: Light clean.	C
C291/414	Walls, Partitions and Luggage Racks: Spot clean and vacuum. Lockers: clean.	E1/E2/E3/E4/E5/E6
C291/415	Garbage Containers: wash.	C/E1/E2/E3/E4/E5/E6
C291/416	Air Grills: vacuum.	C
C291/417	Carpets: shampoo.	E2/E5
C291/418	Galley, Service Area and Appliances: Clean (if equipped).	E1/E2/E3/E4/E5/E6
C291/419	Water-Cooler Alcove and Cup Dispenser: clean.	B/C
C291/420	Water-Cooler Licker and Cup Dispenser: wash.	E1/E2/E3/E4/E5/E6

C291/421	Air Conditioning Grills and Diffusers: vacuum.	E1/E2/E3/E4/E5/E6
C291/422	Carpeted Floors: vacuum. Non-carpeted floors: clean.	C/E1/E2/E3/E4/E5/E6
C291/423	Light Fixtures: clean.	E1/E2/E3/E4/E5/E6
C291/424	Car Exteriors: wash.	C/E1/E2/E3/E4/E5/E6
C291/426	Baggage Room Interiors: clean (if equipped).	E1/E2/E3/E4/E5/E6
C291/450	Seats: Shampoo.	H1/H2/H3/H4
C291/451	Baggage Room Interiors: Wash (if equipped).	H1/H2/H3/H4
C291/452	Air Ducts, Grills, Diffusers, Ceiling and light Fixtures: Wash.	H2/H4
C291/453	Car: blow and vacuum.	H2/H4
C291/454	Car Non-carpeted Interiors: wash.	H2/H4
C291/455	Wheelchair and equipment storage boxes: Vacuum.	E1/E2/E3/E4/E5/E6
C291/401	Engine, Transmission and Engine Casing: Wash on both engines.	E1/E2/E3/E4/E5/E6
C291/402	Cab, Steps, Handrails and Windows: Clean at both ends.	A/B/C
C291/403	Cab, Steps, Interiors: wash down at both ends.	E1/E2/E3/E4/E5/E6
C291/404	Fuel tank and trucks: wash.	E1/E2/E3/E4/E5/E6

**(c) 300 - Air Brakes**

P391/001	H Functional brake test: perform.	A/B/C/E1/E2/E3/E4/E5/E6
P391/002	H Air brake gauges: test: Test all with master gauge (within 20.68 kPa (3 psi)).	AN/OP/QAB/SE
P391/003	Operational brake test: perform.	AN/QAB/SE
P391/007	Air compressor: perform orifice test.	AN/QAB/SE

P391/009	Safety valve, main reservoir (1034.24 kPa (150 psi): Replace.	AN/QAB/SE
P391/010	H Test main reservoir auto blow-down valves Upgrade as required for proper moisture draining.	AN/QAB/SE
P391/011	H Winterize all air compressors	G
P391/012	H Annual air brake 26 type: Renew components, perform inspection and sign-off components change out and test sheets.	AN
P391/015	H Air brake change-out; 26 type: Renew components, perform inspection and sign-off components change out and test sheets.	QAB

**(d) 400 - Electrical Rotating Equipment**

P491/200	APU: Check operation.	A/B/C/E1/E2/E3/E4/E5/E6
P491/201	Under-frame Electrical Rotating Equipment: Check condition and securement.	B/C/E1/E2/E3/E4/E5/E6
P491/203	APU, Cooling Fan, and Air Compressor Motor: Inspect and clean.	E2/E4/E6
P491/208	Under-frame Electrical Components: winterize.	G
P491/209	Under-frame Electrical Components: de-winterize.	F

**(e) 500 - Electrical Controls (lighting, wiring, batteries, switches, etc.)**

P591/202	Engine Cooling Fan Switches: Verify settings on both engines.	E5
P591/203	Engine Low Coolant Shutdown Device: Check operation on both engines.	E1
P591/204	Jumper Cables and Receptacles: check all.	C/E1/E2/E3/E4/E5/E6
P591/205	Air Compressor Governors: verify settings.	C/E1/E2/E3/E4/E5/E6
P591/206	Under-frame Junction Box Wiring: inspect.	F/G

P591/207	Master Switch Circuit: Check operation at both ends.	C/E1/E2/E3/E4/E5/E6
P591/208	Signal Buzzer: Buzzers removed. Test operation at both ends.	C/E1/E2/E3/E4/E5/E6
P591/209	Cab and Windshield Heaters: Check operation at both ends.	B/C/E1/E2/E3/E4/E5/E6
P591/210	Engine Isolation Switch and Stop Button: Check operation at both ends.	E1/E2/E3/E4/E5/E6
P591/211	H Electrical Circuit Insulation: Check leakage to ground with 500-volt meg-ohmmeter, taking care to protect electronic systems.	E1/E2/E3/E4/E5/E6
P591/213	Contact Tips of Relays, Contactors and Interlocks: Inspect at both ends.	E3/E6
P591/214	Speed indicators: Check.	E2/E6
P591/215	Radio Equipment: Inspect	E2/E6
P591/216	Shunt Blocks, Torsion Bars and Ground Straps: Inspect.	E1/E2/E3/E4/E5/E6
P591/217	Electrical Cabinets and Components: Inspect and clean.	E1/E2/E3/E4/E5/E6
P591/218	Car Lighting: check all.	B/C/E1/E2/E3/E4/E5/E6
P591/219	Galley Equipment: check (if equipped).	C/E1/E2/E3/E4/E5/E6
P591/221	Batteries: check specific gravity.	E1/E2/E3/E4/E5/E6
P591/222	Electrical Cabinet Cable Openings: seal at both ends.	G
P591/223	E7 Decelostat Control: perform self-test.	E2/E4/E6
P591/224	Domestic Water Cooler: inspect.	E1/E4
P591/225	Radio: test operation.	A/B/C/E1/E2/E3/E4/E5/E6
P591/226	Batteries: wash.	E1/E4
P591/233	Air Dryer: check operation.	C/E1/E2/E3/E4/E5/E6



P591/253	H, NOC1 Event Recorder and Crew Alertness Device: Retrieve data and check operation at both ends. Check tag or stencil date.	AN/QAB/SE
P591/258	H Event Recorder: verify if operational	A/B/C
P591/260	H Event Recorder and Crew Alertness Device: Check accuracy	QAB
P591/261	All Train-line and Spare Jumper Cables: Check if qualified (date on name plate must be within the current 4 year period). If not qualified or name plate missing, qualify or replace with qualified jumper cables.	E1/E2/E3/E4/E5/E6
P591/601	Controllers: inspect, clean and lubricate at both ends.	H1/H2/H3/H4
P591/602	Safety Devices: change on both ends.	H1/H2/H3/H4

**(f) 600 – Mechanical Car Body and Trucks (including Galley)**

C600/100	Remove A and B End Truck Assemblies and replace with overhauled / rebuilt trucks. Record serial numbers of the removed and applied trucks. Ensure date applied (DA) has been properly inscribed on the VIA Rail identification tag on both applied trucks and that all other areas of the plates, on both trucks, have been properly inscribed.	TK
P600/012	S/H/O/NOC3 All cab forms (Locomotive Brake System Inspection and Testing Record, Train Safety Inspection Checklist): Ensure within date, properly filled out and displayed.	AN/B/C/E1/E2/E3/E4/E5/E6/OP/QAB/SE
C600/088	Wheelchair lift: do a full deploy, lift, lower and stow cycle while powered with the remote. When fully deployed, inspect components.	C
P691/001	Engine and APU coolant: take sample.	E1/E2/E3/E4/E5/E6
P691/002	Engine and APU (idling) all systems: Check for leaks.	C/E1/E2/E3/E4/E5/E6
P691/003	Engine and APU coolant: check level.	B/C/E1/E2/E3/E4/E5/E6
P691/005	Engine casing: inspect on all engines.	E1/E2/E3/E4/E5/E6

P691/006	Fuel tank: drain condensation.	E1/E2/E3/E4/E5/E6
P691/007	Exhaust system: inspect on all engines.	E1/E2/E3/E4/E5/E6
P691/008	H Brake cylinders and rubber boots: inspect condition.	E1/E2/E3/E4/E5/E6
P691/009	Air compressor (electrical) drive: inspect.	E1/E2/E3/E4/E5/E6
P691/010	S Drive shafts and joints: Inspect and lubricate.	E1/E2/E3/E4/E5/E6
P691/011	S Torque arm flange bolts: re-torque (all).	E5
P691/012	S Axle gear oil: check level of both gear boxes.	E1/E2/E3/E4/E5/E6
P691/013	Air reservoirs and J filters: Check securement and drain condensation.	B/C/E1/E2/E3/E4/E5/E6
P691/014	H Brake discs and shoes: inspect.	C/E1/E2/E3/E4/E5/E6
P691/015	S/H Side bearings: inspect.	E1/E3/E5
P691/016	Toilet chutes: inspect.	E1/E2/E3/E4/E5/E6
P691/017	H Domestic water filters: renew all.	E3/E6
P691/018	Domestic water tank: sterilize.	E3/E6
P691/019	Domestic water tank: fill.	A/B/C/E1/E2/E3/E4/E5/E6
P691/022	S/H Trucks: inspect.	E1/E2/E3/E4/E5/E6
P691/023	External pipe wrapping: inspect.	E1/E3/E5
P691/024	Air compressor (electric): check oil level.	C/E1/E2/E3/E4/E5/E6
P691/025	S/B(T015)/H	B/C
P691/026	S/H Couplers and dummy couplings: check.	E1/E2/E3/E4/E5/E6

P691/027	Unit supplies: check.	A/B/C/E1/E2/E3/E4/E5/E6
P691/028	S/H Wheels and axles: inspect, measure and record.	E1/E2/E3/E4/E5/E6
P691/029	S/H Couplers and pilots; check heights.	E1/E2/E3/E4/E5/E6
P691/030	Automatic fueling: inspect.	E1/E4
P691/031	S/H Draft gears: inspect.	E1/E2/E3/E4/E5/E6
P691/032	Vestibule fixtures: inspect.	C/E1/E2/E3/E4/E5/E6
P691/033	Washroom fixtures: inspect.	B/C/E1/E2/E3/E4/E5/E6
P691/034	Car interior: inspect.	C/E1/E2/E3/E4/E5/E6
P691/035	S Drive shafts and joints: inspect.	C
P691/036	S Disc brake assembly: inspect and lubricate.	E1/E2/E3/E4/E5/E6
P691/037	S Axle rubber back bearings: inspect condition.	C/E1/E2/E3/E4/E5/E6
P691/038	Vestibules, engine casings and car-body: Inspection covers, trap doors, MU hoses and jumper cables: Check condition and securement.	B/C/E1/E2/E3/E4/E5/E6
P691/039	S/H Wheel bearing seals: inspect condition.	B/C/E1/E2/E3/E4/E5/E6
P691/040	S C-frame support and hanger box bearings: Inspect condition.	C/E1/E2/E3/E4/E5/E6
P691/044	Wheelchair and equipment storage boxes: Check seals, check contents and reseal if seals are broken or missing.	C
P691/045	Wheelchair and equipment storage boxes: Check contents and reseal.	E1/E2/E3/E4/E5/E6
P691/601	Cooling system pressure cap: Renew on both systems.	H1/H2/H3/H4

P691/603	S	H1/H2/H3/H4
	Buffer sill assemblies: inspect.	
P691/605	S	H1/H2/H3/H4
	Axle gear unit nuts and bolts: check.	
T600/001	NOC2	P1/P2/P3/P4
	Move equipment at least one(1) full locomotive/car length to ensure the bearings are properly rotated.	

**(g) 700 – Safety**

C700/008	P/H	C/E1/E2/E3/E4/E5/E6
	On cars equipped with an automated external defibrillator (AED), verify that it is serviceable by ensuring the green light is flashing, there is no audible alarm and the green seals are intact on the AED case and Fast Response kit pouch.	
C700/018	Automated external defibrillators (AED):	D3
	Open the case and replace the smart electrodes, VIA P/N 451655 (Adults) and 451652 (Children).	
C700/019	Automated external defibrillators:	D4
	Replace the battery (VIA P/N 451661).	
P791/001	Emergency fuel trip: check operation.	E1/E2/E3/E4/E5/E6
P791/002	Hand brakes: lubricate.	E2/E5
P791/003	ITP	B/C/E1/E2/E3/E4/E5/E6
	Horns, bell and wipers: check operation.	
P791/004	Fire and accident hazards:	A/B/C/E1/E2/E3/E4/E5/E6
	Inspect and correct.	
P791/005	Emergency equipment: inspect.	A/B/C/E1/E2/E3/E4/E5/E6
P791/006	H	C/E1/E2/E3/E4/E5/E6
	Fire extinguishers, placements, dates and seal: verify. If more than 24 days have elapsed then extinguisher must be hefted to ascertain it contains a full charge. If there is any doubt, it must be weighed. When hefting, check outside firm inspection (annual) date at top of tag. If date surpasses 11 months, replace extinguisher. Fill in tag showing date, etc.	
P791/007	H	E1/E4
	Fire extinguishers, weights and dates: verify. Horns and Nozzles: inspect.	

P791/008	Hand brakes: check operation.	B/C/E1/E2/E3/E4/E5/E6
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P791/009	Carrying devices, end platforms, safety chains, Pilot and buffer assemblies, diaphragms and Safety appliances: check condition.	C/E1/E2/E3/E4/E5/E6
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**(h) 800 – Heating, Ventilation and Air Conditioning (HVAC)**

P891/001	Air Conditioning Condenser Coil: Inspect (summer only).	E1/E2/E3/E4/E5/E6
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P891/002	Air Conditioning Freon Compressor and Condenser Motors: inspect (summer only).	E1/E2/E3/E4/E5/E6
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P891/003	Air Conditioning Freon Compressor and Condenser Motors: de-winterize.	F
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P891/004	Air Conditioning System: Check operation (summer only).	C/E1/E2/E3/E4/E5/E6
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P891/005	Air Conditioning Compressor Drive: inspect.	F
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P891/006	Air Conditioning Filter Dryer: change.	F
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P891/007	Air Conditioning Freon Valves: check operation.	F
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P891/008	Air Conditioning Compressor Protective Devices: Check operation.	F
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P891/009	Air Conditioning: Check functional operation.	F
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P891/010	Air Conditioning Cooling Control: Check operation.	F
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P891/011	Air Conditioning Low Voltage Relay: Check operation.	F
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P891/012	Air Condition System: winterize.	G
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P891/013	Heating System: check operation.	G
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P891/014	Heating System Control Panel: check operation.	G
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P891/015	Air Conditioning Evaporator Pan Drains: Clean (summer).	C/E1/E2/E3/E4/E5/E6/F
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P891/016	Air Filters (fresh air and return): renew.	E1/E2/E3/E4/E5/E
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P891/017	Air Conditioning Evaporator Blower and Exhaust Fan Motor: inspect.	E1/E2/E3/E4/E5/E6/F/G
P891/018	Air Conditioning Evaporator Blower and Exhaust Fan Motor: check operation.	C/E1/E2/E3/E4/E5/E6/F
T800/200	H/NOC1 Inspect all refrigeration and air conditioning units annually to ensure that there are no refrigerant leaks.	MH

