

## SCHEDULE 23

### Toll Collection/Enforcement Procedures

#### Definitions

Unless otherwise specified or the context otherwise requires, for the purposes of this Schedule the following terms have the following meanings:

**“Concession Agreement”** the Highway 407 Concession and Ground Lease Agreement between the Crown in Right of Ontario as represented by the Minister without Portfolio with Responsibility for Privatization and Ontario Transportation Capital Corporation pursuant to which the Concession is granted to operate Highway 407.

**“Daily Electronic File”** means the daily electronic file supplied by the Concessionaire containing a listing of plates to be denied with the Toll Charges owed in respect of them, updates on dollar amounts to be refreshed on plates already posted for denial and a listing of plates that that are to be removed from the denial process because of payment.

**“Heavy-Multiple Unit”** means trucks or tractors with one (1) or more trailers.

**“Heavy-Single Unit”** means single unit trucks, tractors, school buses, transit buses or inter-city buses weighing over five thousand (5,000) kilograms.

**“Ministry”** means the Ministry of Transportation of Ontario.

**“Pending Toll Change”** has the meaning ascribed thereto in Subsection 2.4(a) of the Tolling, Congestion Relief and Expansion Agreement, being Schedule 22 to the Concession Agreement.

**“Schedule”** means this service schedule, including, for the avoidance of doubt, all schedules referred to herein.

**“Standard Vehicle”** means any vehicle which is (i) not a Heavy-Single Unit or a Heavy-Multiple Unit, (ii) not exempt from tolls on Highway 407, and (iii) equipped with operating monitoring and collection technology prescribed and validated pursuant to the *Highway 407 Act, 1998*.

**“Toll Charge”** means any toll, related fee or interest charge authorized by Subsection 2.3 of the Tolling, Congestion Relief and Expansion Agreement, being Schedule 22 to the Concession Agreement, payable for the operation of a vehicle on Highway 407 .

**“Toll Charge Plate Denial”** means the refusal by the Registrar of Motor Vehicles to validate a person’s vehicle permit or the refusal to issue a vehicle permit to the person for failure to pay a Toll Charge within the time period specified in the *Highway 407 Act, 1998*.

**“Unequipped Vehicle”** means any vehicle that is (i) not a Heavy-Single Unit or a Heavy-Multiple Unit, (ii) not exempt from tolls on Highway 407, and (iii) not a Standard Vehicle.

Unless defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in the Concession Agreement.

## **1. Electronic Link**

The Grantor shall ensure the establishment of an electronic link between the Ministry and the Concessionaire to facilitate:

- (i) posting of Toll Charge Plate Denials,
- (ii) updating and/or deleting Toll Charge Plate Denials and amounts owed, in response to a Daily Electronic File
- (iii) collecting outstanding Toll Charges by the Ministry, and informing the Concessionaire on a daily basis of Toll Charges collected by the Ministry; and
- (iv) remitting the outstanding Toll Charges collected by the Ministry, less fees on a monthly basis from the Ministry to the Concessionaire.

## **2 Concessionaire Responsibility**

### **2.1 Anonymous Accounts**

The Concessionaire shall permit any person desiring to do so to open an anonymous account with respect to the operation of a Standard Vehicle on Highway 407. The Concessionaire shall not

- (a) require any personal information in order for an anonymous account to be opened;
- (b) send any bill or invoice for payment of Toll charges to the holder of an anonymous account in good standing.

The Concessionaire may, however,

- (c) require the holder of an anonymous account to use monitoring and collection technology prescribed and validated pursuant to the *Highway 407 Act, 1998*; and
- (d) require the holder of an anonymous account to make prepayments prior to using Highway 407

### **2.2 Option re Marketing**

After the expiry of three months from the Effective Date, the Concessionaire shall incorporate into the first invoice sent to any person using Highway 407 an option by which such user may elect not to receive any promotional material disseminated by the Concessionaire.

### 3. Charges

The Grantor may charge the Concessionaire fees for any services required in the plate denial process on a cost recovery basis. The Concessionaire shall pay all fees charged by the Grantor. As at the Effective Date the fees for such services on a cost recovery basis are as follows:

- 3.1 For the posting of unpaid fees resulting in plate denial -- \$0.55 for each plate denial request.

For services in relation to collection of outstanding tolls:

- Collection of outstanding Toll Charges--\$2.00 for each Toll Charge collected through the issuer network.

Collection of outstanding Toll Charges set at:

- \$1.55 for each Toll Charge collected through a Ministry kiosk from and after the Effective Date until January 1, 2000

- 3.2 If requested by the Concessionaire, the Grantor shall provide collision data normally generated by the Ministry to the Concessionaire on a cost recovery basis.

- 3.3 The Grantor shall give the Concessionaire thirty (30) days' prior written notice of any change in the fees charged pursuant to this Agreement.

- 3.4 The Grantor shall provide the Concessionaire, upon request, with a list of licence plate numbers and gross vehicle weights for all commercial vehicles registered with the Ministry that have a registered gross vehicle weight of 5,000 kilograms or more. Such information will be provided on a cost recovery basis. As at the Effective Date the cost of such information is \$300.

### 4. Temporary Distribution of Transponders

- 4.1 For a period of six months after the Effective Date, or for such other period as the Grantor and the Concessionaire may mutually agree upon, the Grantor shall ensure that the Ministry shall continue to distribute transponders for the Concessionaire and shall continue to have transponders distributed in accordance with the terms and conditions set out in the document entitled, "Transponder Registration—Business Principles" dated September 8, 1997 a copy of which is attached hereto.

- 4.2 In consideration for the payment of the service fees set out below, the Grantor shall ensure that the Ministry shall:

- (i) assist customers in completing new personal and business account registration forms and anonymous account agreements;
- (ii) accept initial payments required for new account registrations and agreements;

- (iii) distribute the activated transponder upon receiving initial payments from the customer;
- (iv) provide general information about Highway 407 and how tolling works and direct customers to the concessionaire, where appropriate; and
- (v) provide customers with an appropriate envelope to return transponders to the Concessionaire.

4.3 The Grantor shall ensure that agents or contractors of the Ministry will carry out the day-to-day business transactions in respect of the distribution of transponders.

4.4 The Concessionaire shall pay the service fees set out below and shall:

- (i) provide Highway 407 registration and promotional material necessary for assisting customers with registering accounts and receiving transponders;
- (ii) ship transponders directly to the Ministry at the Concessionaire's cost; and
- (iii) provide a toll free call-in service to provide general support and provide a toll free dedicated facsimile transmission line to receive registration and transmittal forms.

4.5 The service fees for the distribution of transponders is as follows:

New Accounts Registered	Number of Transponders	Service Fees
Personal	1-3	\$7.00 for up to three transponders purchased at the same time
Anonymous	1-3	\$5.00 for up to three transponders purchased at the same time
Business	10 or fewer transponders	\$10.00 for up to 10 transponders purchased at the same time
Business	More than 10 transponders	\$1.00 for each transponder when more than ten transponders are purchased at the same time

## 5. Dispute Resolution

Any dispute relating to this Schedule shall be resolved using the dispute resolution process in Article 25 of the Concession Agreement.