
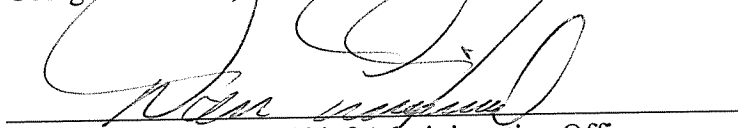

HALIFAX REGIONAL COUNCIL
January 28, 2003

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


George McLellan, Chief Administrative Officer


Dan English, Deputy Chief Administrative Officer

DATE: January 17, 2003

SUBJECT: RAILWAY CROSSING GATES - WRIGHT AVENUE

ORIGIN

Request from Canadian National Railway Company.

RECOMMENDATION

It is recommended that Regional Council authorize the Mayor and Municipal Clerk to sign the attached agreement with CN to fund \$27,550.00 or 12.5% of the \$220,400 cost of upgrading the CN rail crossing on Wright Avenue with funding authorized from Account No. CTR00428 and Account No. CTR00905 as per the Budget Implications Section of this report.

BACKGROUND

On July 9, 2002, Halifax Regional Council approved cost sharing agreements with CN for two railway crossing projects. One of these projects, with a total estimated cost of \$85,300, involved the construction of an overhead cantilevered signal arm at the Wright Avenue crossing. CN has since determined that this crossing also requires a crossing gate, bringing the total cost of the project to \$220,400. With the Municipality contributing its standard 12.5% of the project, this will require an additional expense to the Municipality of \$16,887.

DISCUSSION

Crossing gates are required at this location to meet Transport Canada's Road/Rail Grade Crossing standards. Upon a funding agreement being reached between HRM and CN, application will be made to Transport Canada to fund 80% of the project.

If approved, this agreement will supercede the agreement signed in July 2002.

BUDGET IMPLICATIONS

Funds in the amount of \$10,663, for this project were previously approved by Regional Council on July 9, 2002, from Account No. CTR00905, Intersection Improvement Program. The additional funding of \$16,887 required to meet HRM's 12.5% share of the revised budget of \$220,400 is available from Account No. CTR00428, Chain Lake Dr. & Akerley Blvd. Rail Crossing Sign.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

There are no recommended alternatives.

ATTACHMENT

- 1) Copy of CN and Transport Canada Agreement

**Railway Crossing Gates -
Wright Avenue
Council Report**

- 3 -

January 28, 2003

Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: David McCusker, P.Eng., Manager, Traffic & Transportation Services, 490-6696. *DMC*

Report approved by: Rick Paynter, P.Eng., *R. Paynter*
Director, Public Works & Transportation.

DMC/bmh

STANDARD FUNDED CROSSING WARNING SYSTEM MODIFICATION AGREEMENT

THIS AGREEMENT effective as of the _____ day of _____, TWO THOUSAND AND _____.

BETWEEN:

CANADIAN NATIONAL RAILWAY COMPANY
(hereinafter called the "Railway")

- and -

THE HALIFAX REGIONAL MUNICIPALITY
P.O. Box 1749
Halifax, N.S., B3J 3A5

(hereinafter called the "Road Authority")

APPROVED
AS TO FORM


Municipal Collector

WHEREAS Order No. R-496 of the Railway Transport Commission, dated November 3, 1967, authorized the City of Dartmouth, to construct and maintain Wright Avenue at grade across the right of way and tracks of the Canadian National Railways, and also authorizes the Canadian National Railways to install a crossing warning system consisting of flashing light signals and bell, at the grade crossing of Wright Avenue, at mileage 9.27, on the Dartmouth Subdivision, in the city of Dartmouth, in the province of Nova Scotia.

AND WHEREAS the parties have agreed on the requirement for a modification to the existing crossing warning system, that modification consisting of installation of two cantilever structures and automatic gates (hereinafter the "crossing warning system"), at the grade crossing of Wright Avenue, at mileage 9.27, on the Dartmouth Subdivision, in the Halifax Regional Municipality (formerly the City of Dartmouth), in the province of Nova Scotia.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

1. The Railway, as party proposing to undertake the work, will file an application pursuant to section 12(1)(a) of the *Railway Safety Act, R.S.C. 1985, c.32, 4th supplement* ("the Act"), for a grant for 80% in respect of the cost of this proposed railway work as defined in the Act.
2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the proposed railway work.
3. 12.5% of the actual cost of the crossing warning system modification, based on detailed estimate no. DT-9.27-SK-01, dated September 29, 2002, and attached hereto, shall be paid by the Road Authority.

Initials: CN 
RA _____

4. 7.5% of the actual cost of the crossing warning system modification, based on detailed estimate no. DT-9.27-SK-01, dated September 29, 2002, and attached hereto, shall be paid by the Railway.
5. The cost of maintaining the crossing warning system shall be paid entirely by the Road Authority.
6. The Railway shall prepare all accounts for work performed by the Railway using rates as stipulated in the latest "Schedule A" Directives as issued by the Canadian Transportation Agency. In the event that the Canadian Transportation Agency should discontinue publishing same, the accounts shall be prepared in accordance with standard rates adopted by the railway industry in Canada, or in their absence, in accordance with standard rates adopted by the Railway. If there should be no standard rates in effect for work done by the Railway, the accounts shall be based on actual costs plus allowances for the Railway's overhead.
7. If at any time during the continuance of this agreement the parties agree on the requirement for modification to the crossing warning system, the terms associated with the modifications will be agreed to by the parties by means of a written agreement between them.
8. This agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and all applicable federal laws and regulations.
9. This agreement is not assignable without the prior written consent of both parties which consent will not be unreasonably withheld. Notwithstanding the above, in the event of the transfer of its line for continued operations, the Railway will have the right to assign this agreement to any subsequent owner.
10. This agreement shall become effective on the date appearing on page 1 of this agreement and shall continue until either the Railway discontinues its operations at this location, or the Road Authority closes the Highway at this location, or the Minister notifies the parties that funding in the full amount specified in clause 1 will not be provided, or upon the written consent of both parties.
11. Upon termination of the agreement the Railway shall be responsible for dismantling the crossing warning system at the Railway's cost.
12. Any dispute relating to the wording and interpretation of the clauses in this agreement will be resolved in accordance with the arbitration act of the province in which the crossing warning system is located.
13. Upon execution, the Railway may file this agreement with the Canadian Transportation Agency.
14. Subject to clause 13, this Agreement is confidential and the Agreement or any of its terms and conditions shall not be disclosed to any third party, person or association except and to the extent as may be required by law or upon the prior written consent of all parties hereto.
15. The preamble to this agreement forms an integral part of the agreement.

Initials: CN ah
RA _____

IN WITNESS WHEREOF, the parties have caused the agreement to be executed by their respective representatives hereunto duly authorized, as of the date first above written.

CANADIAN NATIONAL RAILWAY COMPANY

D/ai-franx/te

SENIOR GENERAL MANAGER
(Title)

[Signature]
(Witness)

SENIOR ENGINEERING SERVICES OFFICER
(Title)

NOVEMBER 22nd, 2002
(Date)

HALIFAX REGIONAL MUNICIPALITY

(Title)

(Witness)

(Title)

(Date)

Initials: CN *an*
RA _____

DETAILED COST ESTIMATE

ESTIMATE No: DT-9.27-SK-01
MILE: 009.27
LOCATION: WRIGHT AVE

DATED: 29-Sep-02
SUBDIVISION: DARTMOUTH
PROVINCE: NOVA SCOTIA

PROJECT DESCRIPTION:

INSTALL TWO (2) 20' Cantilevers-Combo gates
 Dartmouth Sub M.P. 9.27

MATERIAL

Signals materials (see list)		\$84,100
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TOTAL MATERIAL

Handling charges 45% on	\$84,100	\$37,845
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LABOUR & EQUIPMENT

Labour, S & C		\$20,000
Labour, S&C testing all modifications		\$0
Labour, M/W		\$4,000
Engineering design sketch		\$2,000
Vacation Allowance 20.0% on	\$26,000	\$5,200
Supervision and Overheads 80.9% on	\$31,200	\$25,263
Living Allowance		\$9,000
Transportation - CN		\$7,000
Equipment Rental & Transportation - Outside		\$6,000
Est. Hydro charge		\$0
Contract engineering for signals plans issued		\$0
TTM modifications		\$0
Contingencies 10% on	\$200,408	\$20,041

TOTAL ESTIMATED COST	\$220,400
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ANNUAL COST OF MAINTENANCE AND OPERATION WILL BE IN ACCORDANCE
 PARTIES SUBJECT TO G.S.T. WILL HAVE 7% G.S.T. APPLIED TO THEIR COSTS.
 ESTIMATE IS BASED ON WORK DURING FROST-FREE GROUND CONDITIONS.
 ESTIMATE IS SUBJECT TO REVISION AFTER SEPTEMBER 29, 2003

for Manager S & C Workloads
 Engineering Field Operations
 Montreal, Quebec
 29-Sep-02

Michel Deschamps



JOB	DESCRIPTION	STREET/ROAD/HIGHWAY			
	Install CANTILEVERS 20' (REVISION GATES)	WRIGHT AVE			
MILEAGE	SUBDIVISION/SPUR	LOCATION			
9.27	DARTMOUTH	DARTMOUTH			
=====	=====	=====	=====	=====	=====
=====	=====	=====	=====	=====	=====
CODE	DESCRIPTION	UNIT	QTY	UNIT COST	SUB-TOTAL
02-44-471	ALUMINIUM BUNGALOW 6 X 6(12/97)	EA	1	8336.91	8336.91
02-44-588	POWER OFF LIGH & TESTBOX INSTALLED(12/97)	EA	1	527.00	527.00
45-29-679	SPECIAL LOCK "ABLOY"(VANDALISM)	EA	1	67.78	67.78
02-45-353	BELL CROSSING PEDESTRIAN	EA	1	389.66	389.66
47-02-657	REFLECTORIZED CROSSBUCK	EA	2	111.83	223.66
02-25-350	LAMP ARM 1 WAY FOR 4IN MAST (11/97)	EA	1	259.20	259.20
02-25-380	FLASHING LIGHT UNIT 70DEG.SAFETRAN(11/97)	EA	4	165.48	661.92
02-44-252	FLASHING LIGHT UNIT 30/15 SAFETRAN	EA	14	165.48	2316.72
02-44-458	LAMP ARM 2 WAYS FOR-Cantilever(11/97)	EA	2	349.46	698.92
25-48-941	LAMP 18W 10V (11/97)	EA	18	7.84	141.12
02-45-807	LAMP ARM UNIT 2 WAYS FOR CANTILEVER	EA	2	470.50	941.00
02-44-500	ALUMINIUM COMBO CANTILEVER 20'COMPLETE	EA	2	13235.60	26471.20
02-44-247	CANTILEVER FOUNDATION COMPLETE & BOLTS	EA	2	2247.45	4494.90
02-25-701	DOLLY MAST(11/97)	EA	1	357.04	357.04
02-55-012	GATE LAMP KIT 3 IN BOX (2)(11/97)	EA	2	299.50	599.00
02-45-459	GATE CABLE 16C (7#69#14)	M	150	8.75	1312.50
02-44-114	GATE ALUMINIUM ARM R/W 16'	EA	2	231.17	462.34
02-44-116	GATE FIBERGLASS ARM R/W 12'	EA	2	120.70	241.40
02-25-793	GATE MECHANISM POWER DOWN CPTC WC(11/97)	EA	2	3601.00	7202.00
02-25-471	GATE & COUNTERWEIGHT ARM "RIGHT" WC(11/97)	EA	2	335.97	671.94
02-25-472	GATE & COUNTERWEIGHT ARM "LEFT" WC(11/97)	EA	2	342.17	684.34
02-44-423	GATE PLASTIC TIP(02/99)	EA	2	212.23	424.46
02-44-224	GATE WIND BRACKET(11/97)	EA	2	86.10	172.20
02-44-535	GATE KEEPER	EA	2	2146.50	4293.00
02-01-854	AC TRACK DRIVER TD-4 AC/DC	EA	1	759.24	759.24
02-44-083	AC TRACK RECTIFIER RING-10	EA	2	241.60	483.20
02-28-111	RELAY PLUG-IN 1.8~TRACK GRS A62-275(S-400012)	EA	3	875.00	2625.00
02-28-837	RELAY PLUG-IN A62-357 SAFETRAN:400211	EA	2	1020.00	2040.00
02-28-142	RELAY PLUG-IN THR 45-130S GRS A62-462	EA	1	347.64	347.64
02-28-156	RELAY PLUG-IN A62-205 SAFETRAN:400021	EA	1	875.00	875.00
02-28-505	RELAY PLUG-IN A62-277 SAFETRAN:400004	EA	3	875.00	2625.00
02-28-132	RELAY PLUG-IN A62-360 SAFETRAN:400200	EA	1	754.00	754.00
02-28-835	RELAY PLUG-IN A62-310 SAFETRAN:400020	EA	1	875.00	875.00
02-45-760	RELAY PLUG-IN A62-579 SAFETRAN:400801	EA	1	900.00	900.00
02-44-519	RESISTOR VARIABLE 2~ MILWAULKIE(11/97)	EA	2	24.88	49.76
02-28-298	RECT.CRAGG CONST VOLT 1/3 BATT.0-5AMP (11/97)	EA	1	349.75	349.75
	RECT.NRS 12 VOLTS/ 20A (04/99)	EA	1	708.76	708.76
	RECT.NRS 12 VOLTS/40 40A (11/98)	EA	1	991.00	991.00
25-00-720	BATTERY NICKLE CADMIUM 83A/H (09/98)	EA	1	100.40	100.40
25-00-722	BATTERY NICKLE CADMIUM 160A/H	EA	9	177.77	1599.93
25-45-151	BATTERY NICKLE CADMIUM 240A/H	EA	11	284.00	3124.00
25-48-500	CABLE #6 2COND. U/G TWISTED	M	300	2.48	744.00
02-45-754	CABLE #6 3COND. TECK-90	M	100	6.87	687.00
VARIOUS	VARIOUS SIG. MAT (Electrical, wires, sand & fill, etc)	LOT	1	1500.00	1500.00
				TOTAL	84088.89