

HALIFAX REGIONAL COUNCIL

July 2, 2002

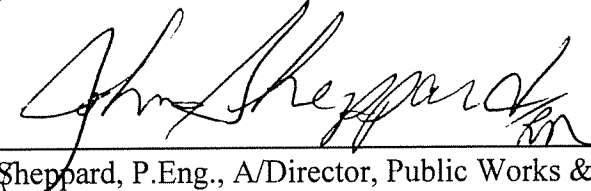
July 9, 2002

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


George McLellan, Chief Administrative Officer

SUBMITTED BY:


John Sheppard, P.Eng., A/Director, Public Works & Transportation

DATE: June 24, 2002

SUBJECT: RAILWAY CROSSING IMPROVEMENT PROJECTS

ORIGIN

Canadian National Railway Company and Transport Canada

RECOMMENDATION

It is recommended that Regional Council authorize the Mayor and Municipal Clerk to sign the attached agreement with CN to fund \$13,350.00 or 12.5% of the \$106,800 cost of two rail crossing improvement projects with funding authorized from Account No. CTR00905 as per the Budget Implications Section of this report.

BACKGROUND

Rail crossing warning devices are installed by the Canadian National Railway Company (CN) subject to cost sharing from the Road Authority and Transport Canada. CN uses national criteria to determine the types of warning devices that should be used at each crossing location. Based on their review and discussions with Public Works and Transportation staff of the Halifax Regional Municipality, CN Rail and the Canadian Transportation Commission have raised safety concerns at the Wright Avenue rail crossing and the Fall River Road crossing.

DISCUSSION

Wright Avenue

It has been determined that overhead cantilevered beacons are required to supplement the existing pole-mounted beacons, thereby achieving a needed increase in visibility. The total cost of this project is estimated to be \$85,300.

Fall River Road

This project includes an advanced “Prepare to Stop at Railway Crossing” sign with flashing beacons interconnected to the crossing signals. The total cost is estimated to be \$21,500.

BUDGET IMPLICATIONS

Funds in the amount of \$13,350. are identified in the 2001/2002 approved Capital Budget in account #CTR00905, Intersection Improvement Program. The budget availability has been approved by Financial Services.

Budget Summary

Account No. CTR00905, Intersection Improvement Program

Cumulative Unspent Budget	\$187,006.00
Less: Wright Avenue	\$ 10,663.00
Fall River Road	<u>\$ 2,687.00</u>
	\$173,656.00

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.

ATTACHMENTS

- 1) Copy of CN and Transport Canada agreement - Wright Avenue
- 2) Copy of CN and Transport Canada agreement - Fall River Road

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,^{DMC}
490-6696.

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")

WHEREAS Order No. R-496 of the Canadian 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 authorized 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 the installation of two cantilever structures (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 January 15, 2002, and attached hereto, shall be paid by the Road Authority.

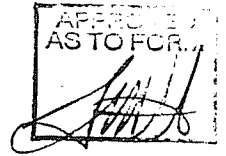
Initials: CN _____
RA _____

4. 7.5% of the actual cost of the crossing warning system modification, based on detailed estimate no. DT-9.27-SK-01, dated January 15, 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.

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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



(Title)

(Witness)

(Title)

(Date)

HALIFAX REGIONAL MUNICIPALITY

(Title)

(Witness)

(Title)

(Date)

Initials: CN _____
RA _____

STANDARD FUNDED PREPARE TO STOP AT RAILWAY CROSSING SIGN AGREEMENT

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

BETWEEN:

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

- and -

HALIFAX REGIONAL MUNICIPALITY
P.O. Box 1749
Halifax, N.S., B3J 3A5
(hereinafter called the "Road Authority")

WHEREAS Order No. 91652 of the Board of Transport Commissioners for Canada, dated May 28, 1957, ordered the Canadian National Railways, to install a grade crossing warning system consisting of flashing light signals and bell, at the grade crossing of Fall River Road, at mileage 17.24, on the Bedford Subdivision, at Fall River, in the province of Nova Scotia.

WHEREAS Order No. R-38608 of the Canadian Transport Commission, dated October 28, 1985, ordered the Canadian National Railway Company, to improve the grade crossing warning system by installing a third signal, at the grade crossing of Fall River road, at mileage 17.24, on the Bedford Subdivision, at Fall River, in the province of Nova Scotia.

WHEREAS Order No. 1996-R-504 of the Canadian Transportation Agency, dated December 6, 1996, approved an amendment to Order No. R-38608 to reflect a change in road authority and the associated cost apportionment responsibilities at the grade crossing of Fall River Road, at mileage 17.24, on the Bedford Subdivision, at Fall River, in the province of Nova Scotia, by replacing in clause 5, the words "Department of Transportation of the Province of Nova Scotia" with the words "Halifax Regional Municipality"

AND WHEREAS the parties have agreed on the requirement for a modification to the existing crossing warning system, that modification consisting of the addition of advanced pre-emption (hereinafter the "crossing warning system"), at the grade crossing of Fall River Road, at mileage 17.24, on the Bedford Subdivision, at Fall River, in the province of Nova Scotia.

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AND WHEREAS the parties have further agreed on the need to install a Prepare to Stop at Railway Crossing Sign (hereinafter the "PSRCS") on the southeast approach, as specified in the Manual of Uniform Traffic Control Devices for Canada, at the grade crossing of Fall River Road, at mileage 17.24, on the Bedford Subdivision, at Fall River, 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 Road Authority, 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 the PSRCS and the cost of the crossing warning system.
2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the work associated with the installation of the crossing warning system and the Road Authority will carry out the work associated with the installation of the PSRCS.
3. 12.5% of the actual cost of the crossing warning system, based on detailed estimate no. BD-17.24-SK-01, dated January 15, 2002, and attached hereto, and 12.5% of the actual cost of the PSRCS, based on detailed estimate titled Railway Crossing - Fall River Road at Ashburn Golf Course, dated February 8, 2002, and attached hereto, shall be paid by the Road Authority.
4. 7.5% of the actual cost of the crossing warning system, based on detailed estimate no. BD-17.24-SK-01, dated January 15, 2002, and attached hereto, and 7.5% of the actual cost of the PSRCS, based on detailed estimate titled Railway Crossing ← Fall River Road at Ashburn Golf Course, dated February 8, 2002, and attached hereto, shall be paid by the Railway.
5. The cost of maintaining the crossing warning system will be paid 50% by the Road Authority and 50% by the Railway.
6. The cost of maintaining the PSRCS shall be paid entirely by the Road Authority.
7. 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.

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8. If at any time during the continuance of this agreement the parties agree on the requirement for modification to the crossing warning system or the PSRCS, the terms associated with the modifications will be agreed to by the parties by means of a written agreement between them.
9. 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.
10. 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.
11. 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.
12. Upon termination of the agreement the Railway shall be responsible for dismantling the crossing warning system at its cost and the Road Authority shall be responsible for dismantling the PSRCS at its cost.
13. 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 and the PSRCS is located.
14. Upon execution, the Railway may file this agreement with the Canadian Transportation Agency.
15. Subject to clause 14, 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.
16. The preamble to this agreement forms an integral part of the agreement.

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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.

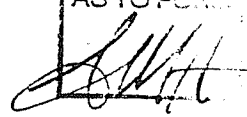
CANADIAN NATIONAL RAILWAY COMPANY

(Title)

(Witness)

(Title)

(Date)

AS TO FORM


HALIFAX REGIONAL MUNICIPALITY

(Title)

(Witness)

(Title)

(Date)

Initials: CN _____
RA _____