

**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE**  
**BY-LAW NO. BL-2023-46**

Being a By-law to Authorize the Mayor and the Clerk to execute agreements between the Corporation of the Township of Cramahe and Canadian National Railway Company for Mileage 246.75 (Peters Road) and Mileage 247 (Blyth Park Road).

**WHEREAS** Section 23.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to delegate its powers and duties to a person or body subject to certain restrictions; and

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act, 2001, or any other Act,

**NOW THEREFORE BE IT RESOLVED THAT** the Council of The Corporation of the Township of Cramahe hereby enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized on behalf of The Corporation of the Township of Cramahe, to execute the following agreements between the Corporation of the Township of Cramahe and Canadian National Railway Company:
  - a. Mileage 246.75 (Peters Road) - attached as Schedule A
  - b. Mileage 247 (Blyth Park Road) – attached as Schedule B
2. **THAT** the Mayor and Clerk are hereby instructed to perform all acts and to take steps and execute such documents under the seal of the Corporation as may be necessary to effect this agreement; and
3. **THAT** this by-law shall be deemed to be in force and effect as of July 25, 2023.

**Read a first, second and third time and finally passed this 25th day of July 2023.**

  
\_\_\_\_\_  
**Mandy Martin, Mayor**

  
\_\_\_\_\_  
**Holly Grant, Clerk**

## STANDARD CROSSING WARNING SYSTEM MODIFICATION AGREEMENT

**THIS AGREEMENT** effective as of the 25th day of July, 2023. ("**Agreement**").

BETWEEN:

**CANADIAN NATIONAL RAILWAY COMPANY**, a corporation  
having its head office at 935 de La Gauchetière Street West,  
Montréal, Québec H3B 2M9

(hereinafter the "**Railway**")

AND:

**TOWNSHIP OF CRAMAHE**,  
P.O. Box 357, Colborne, ON, K0K 1S0  
(hereinafter the "**Road Authority**")

**WHEREAS** Order No. R-17017 of the Canadian Transport Commission, dated August 3<sup>rd</sup>, 1973 ordered the Railway, to install a grade crossing warning system, consisting of flashing light signals and one bell with gates, at the grade crossing of Peters Road, at Mileage 246.75, on the Kingston West Subdivision, in the Township of Cramahe, in the Province of Ontario.

**AND WHEREAS** the parties are contemplating the modification of a crossing warning system with addition of lights, at the grade crossing of Peters Road, at Mileage 246.75, on the Kingston West Subdivision, in the Township of Cramahe, in the Province of Ontario. (hereinafter the "**Crossing**").

**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 the party proposing to undertake the work, will file an application pursuant to the *Railway Safety Act* ("**Act**"), for a grant in respect of the cost of this proposed railway work as defined in the Act.
2. The parties agree that the Railway will carry out the proposed railway work irrespective of funding approval. The parties acknowledge that the Minister's funding is discretionary and as such the Minister may decide not to fund some of the costs established under the Agency's Guide to Railway Charges for Crossing Maintenance and Construction such as overhead rates. For further information on those costs which have been established under the Agency's Guide but which may not be fully funded by Transport Canada, reference may be made to the RSIP-ITR Applicant's Guide, published by Transport Canada. The determination by the Minister not to fund certain costs under the Rail Safety Improvement Program shall not relieve the parties of their respective payment obligations hereunder.

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Railway \_\_\_\_\_

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3. Fifty percent (50%) of the total cost of the Crossing Warning System installation (as determined pursuant to clause 5) shall be paid by the Road Authority. An estimate of the total cost is attached hereto as Appendix I. Should the Minister make any contribution to the proposed railway works, the contributions of the Railway and of the Road Authority shall each be reduced by an amount equal to one-half of such contribution by the Minister.
4. The cost of maintaining the crossing warning system shall be paid 50 % by the Road Authority and 50 % by the Railway (as determined pursuant to clause 5).
5. The Railway shall prepare all accounts for work performed by the Railway for both installation and maintenance using rates as stipulated in the latest Guide to Railway Charges for Crossing Maintenance and Construction as issued by the Canadian Transportation Agency (the "**Agency**"). In the event that the Agency should discontinue publishing same, the accounts shall be based on the Railway's costs including overheads.
6. For greater certainty, the Road Authority's financial responsibility associated with the Crossing Warning System shall include the cost of flagging, which shall be calculated in accordance with the latest Guide to Railway Charges for Crossing Maintenance and Construction or, as agreed to by the Parties in the work permit.
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 in a separate agreement.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario 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. The Road Authority will also have the right to assign responsibility for the highway to another road authority on condition that the highway maintains its public status.
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, upon the written consent of both parties.
11. Upon termination of the Agreement pursuant to clause 10, the Railway shall be responsible for dismantling the crossing warning system at the Railway's cost.
12. The parties agree to settle disputes by way of negotiations. Should negotiations fail, either party may make an application to the Agency for matters within the Agency's jurisdiction. For matters not within the Agency's jurisdiction, either party may refer the matter to a court of competent jurisdiction.
13. Upon execution, the Railway may file this Agreement with the Agency.

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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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

**TOWNSHIP OF CRAMAHE,**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

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**APPENDIX I-ESTIMATE**

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## STANDARD CROSSING WARNING SYSTEM MODIFICATION AGREEMENT

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BETWEEN:

**CANADIAN NATIONAL RAILWAY COMPANY**, a corporation  
having its head office at 935 de La Gauchetière Street West,  
Montréal, Québec H3B 2M9

(hereinafter the "**Railway**")

AND:

**TOWNSHIP OF CRAMAHE**,  
P.O. Box 357, Colborne, ON, K0K 1S0  
(hereinafter the "**Road Authority**")

**WHEREAS** Order No. R-16225 of the Canadian Transport Commission, dated March 27<sup>th</sup>, 1973 ordered the Railway, to install a grade crossing warning system, consisting of flashing light signals and one bell with gates, at the grade crossing of Blyth Park Road, at Mileage 247, on the Kingston West Subdivision, in the Township of Cramahe, in the Province of Ontario.

**AND WHEREAS** the parties are contemplating the modification of a crossing warning system with addition of lights, at the grade crossing of Blyth Park Road, at Mileage 247, on the Kingston West Subdivision, in the Township of Cramahe, in the Province of Ontario. (hereinafter the "**Crossing**").

**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 the party proposing to undertake the work, will file an application pursuant to the *Railway Safety Act* ("**Act**"), for a grant in respect of the cost of this proposed railway work as defined in the Act.
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4. The cost of maintaining the crossing warning system shall be paid 50 % by the Road Authority and 50 % by the Railway (as determined pursuant to clause 5).
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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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

**TOWNSHIP OF CRAMAHE,**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name [please print]

\_\_\_\_\_  
Title [please print]

\_\_\_\_\_  
Date

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## APPENDIX I-ESTIMATE

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