

THE CORPORATION OF THE DISTRICT OF BURNABY

BYLAW NO. 8050

A BYLAW to authorize the expenditure of moneys
in the Capital Works, Machinery and
Equipment Reserve Fund

WHEREAS there is an unappropriated balance in the
Capital Works, Machinery and Equipment Reserve Fund (hereinafter
called "the said Reserve Fund") established pursuant to Bylaw 7256
of \$25,548,657 as at the 14th day of March, 1983;

AND WHEREAS

- (a) The Canadian Transport Commission by Order No.
WDR-0059 dated the 17th day of November 1981
has authorized the District of Coquitlam and the
District of Burnaby to reconstruct the overhead
bridge carrying North Road across and over the
tracks of the Burlington Northern Incorporated
(hereinafter called the "said works"), and has
ordered Burlington Northern Incorporated to pay
twelve and one-half per cent of the cost of
reconstruction not to exceed the sum of \$156,250;
- (b) The District of Coquitlam and the District of Burnaby
have entered into an agreement dated the day of
April 1983 whereby the parties will each pay 50%
of the cost of construction of the said works after
all grants and contributions by Burlington Northern
Incorporated and the governments of Canada and
British Columbia have been applied;
- (c) Her Majesty In Right of Canada and The Corporation
of the District of Burnaby have entered into an
Agreement dated the 16th day of March 1982 whereby
Canada will contribute \$946,365 towards the cost
of the said works;

- (d) The Province of British Columbia will contribute \$532,799 towards the cost of the said works;

AND WHEREAS copies of the aforesaid agreements and order are hereto annexed;

AND WHEREAS it is deemed desirable to expend \$2,168,212 of the moneys (hereinafter called "the said costs") in the said Reserve Fund to finance the said works;

AND WHEREAS the District of Burnaby will recover the sum of \$1,901,813;

AND WHEREAS the approval of the Minister of Municipal Affairs has been obtained;

NOW THEREFORE the Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This bylaw may be cited as BURNABY CAPITAL WORKS, MACHINERY AND EQUIPMENT RESERVE FUND BYLAW NO. 3, 1983.
2. The sum of \$2,168,212 is hereby appropriated from the said Reserve Fund to finance the cost of the said works.
3. Any of the amount appropriated that remains unexpended after the said costs have been paid shall be returned to the credit of the said Reserve Fund.
4. There shall be repaid to the said Reserve Fund the sum of \$1,901,813 when received from Burlington Northern

Incorporated, the governments of Canada and British Columbia,
and the District of Coquitlam.

Read a first time this 11thday of APRIL 1983
Read a second time this 11thday of APRIL 1983
Read a third time this 11th day of APRIL 1983
Received the approval of the ^{Deputy} Minister of Municipal
Affairs this 14thday of APRIL 1983.

Reconsidered and adopted by an affirmative vote of
at least two-thirds of all the members of Council this 18th
day of APRIL 1983


MAYOR


CLERK

THIS AGREEMENT made the day of April, 1983

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
4949 Canada Way
Burnaby, British Columbia
V5G 1M2

(hereinafter called "Burnaby")

OF THE FIRST PART

AND:

THE DISTRICT OF COQUITLAM
1111 Brunette Avenue
Coquitlam, British Columbia
V4K 1E9

(hereinafter called "Coquitlam")

OF THE SECOND PART

WHEREAS North Road is located upon the boundary between Burnaby and Coquitlam;

AND WHEREAS both parties are desirous that the railway overhead structure forming part of North Road be widened and improved;

AND WHEREAS the Canadian Transport Commission, by Order No. WDR-00559 dated November 17, 1981, has authorized the parties to reconstruct the said structure;

NOW THEREFORE the parties, in consideration of the covenants and agreements contained herein, mutually covenant and agree as follows:

1. Burnaby will carry out construction of a North Road railway overhead structure and bridge approaches in accordance with Burnaby contract #8312 and the plans and specifications included therein; or such amended plans, specifications and contracts as may be agreed upon in writing by Burnaby's Director Engineering and Coquitlam's Municipal Engineer.
2. For the purpose of this Agreement, "North Road railway overhead structure and bridge approaches" means

- (a) that portion of North Road situated between a point approximately 50 metres south of the railway overhead structure and a point approximately 50 metres north of the railway overhead structure,
- (b) necessary traffic control measures including but not limited to signals, signs, paint markings and warning flashers,
- (c) drainage facilities required for the project,
- (d) grading of adjacent land to obtain road elevations,
- (e) relocation of utilities to facilitate construction,
- (f) construction of retaining walls, abutments, fences and barriers,
- (g) construction, maintenance and removal of detour roads during the course of construction,

all of which are collectively called the "Project".

3. Coquitlam agrees to pay to Burnaby fifty per cent (50%) of the costs of the Project, including costs of insurance coverage, after all grants, contributions and payments from Burlington Northern Incorporated and the governments of Canada and British Columbia have been applied to the said costs.

IN WITNESS WHEREOF the parties have caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf as of the day and year first above written

SEALED WITH THE COMMON SEAL)
 OF THE DISTRICT OF COQUITLAM)
 AND SIGNED BY)
 _____)

SEALED WITH THE COMMON SEAL)
 OF THE CORPORATION OF THE)
 DISTRICT OF BURNABY AND)
 SIGNED BY)
 _____)
 Municipal Clerk-Authorized Signatory)

DATED: April 1983

THE CORPORATION OF THE
DISTRICT OF BURNABY

AND

THE DISTRICT OF COQUITLAM

A G R E E M E N T

Legal Department
The Corporation of the
District of Burnaby
4949 Canada Way
Burnaby, B. C.
V5G 1M2

Canadian Transport Commission
Western Division
350 Third Avenue North
SASKATOON, Saskatchewan
S7K 6G7

Commission canadienne
des transports

November 17, 1981

File Number 572.45
Dossier No.

RECEIVED IN
ENGINEERING DEPT.

NOV 23 1981

Dear Sir or Madam:
Monsieur, Madame:

You will find enclosed Order No. WDR-00559
Ci-inclus copie(s) de l'ordonnance no

dated November 17, 1981
datée du

EO EO
INW MM *XC pt*
of order
North Road Board
Order

for Natalia Postnikoff
R.W. Lebell

Acting Secretary
Western Division
Canadian Transport Commission

Secrétaire suppléant
Division de l'Ouest
Commission canadienne des transports

Mr. E.E. Olsen
Municipal Engineer
Corporation of the District
of Burnaby
4949 Canada Way
BURNABY, British Columbia
V5G 1M2 - 1 plan

Mr. A. Phillips, P. Eng.
Municipal Engineer
1111 Brunett Avenue
COQUITLAM, British Columbia
V3K 1E9 - 1 plan

Mr. J.N. Bone
Director, Engineering.
Burlington Northern Incorporated
800 Third Avenue
SEATTLE, Washington 98104
10 orders - 1 plan

Mr. J.H. Galvin, Director
Railway Relocation & Crossing
Branch
Tower C, 28th Floor
Place de Ville
OTTAWA, Ontario
K1A 0N5

The Honourable Alex V. Fraser
Minister
Ministry of Transportation,
Communications & Highways
Parliament Buildings
VICTORIA, British Columbia
V8V 1X4

Miss Pauline Jewett, M.P.
(New Westminster - Coquitlam)
House of Commons
OTTAWA, Ontario
K1A 0A6

The Executive Assistant to
the Minister of Transport
Tower C, 25th Floor
Place de Ville
OTTAWA, Ontario
K1A 0N5
Vancouver R.O.

Canadian Transport
Commission
Western Division

Commission canadienne
des transports
Division de l'Ouest

Railway Transport Committee
Comité des transports par chemin de fer

SASKATOON, November 17 1981
Le 17 novembre 1981

ORDER NO. WDR-00559
ORDONNANCE NO.

IN THE MATTER OF the application of the District of Burnaby and the District of Coquitlam, hereinafter called the "Applicants", for authority to reconstruct the overhead bridge carrying North Road across and over the tracks of the Burlington Northern Incorporated, in the Municipalities of Burnaby and Coquitlam, in the Province of British Columbia, at mileage 145.96 Second Subdivision, as shown on Drawing No. 8280-SK-107 revision A dated December 22, 1980 on file with the Commission under File No. 572.45.

UPON reading the submissions filed and upon the consent of the Ministry of Transportation and Highways of the Province of British Columbia-

IT IS ORDERED THAT:

1. The Applicants are authorized to reconstruct the said overhead bridge, as shown on said Drawing.
2. The said overhead bridge shall be reconstructed in compliance with the requirements of Canadian Transport Commission General Order No. E-5, C.R.C. 1978, c. 1191. Detailed plans shall be submitted to, and approved by, an Engineer of the Committee before reconstruction is commenced.

RELATIVE à la requête présentée par le district de Burnaby et le district de Coquitlam, ci-après désignés "les requérants", en vue d'obtenir l'autorisation de reconstruire un passage supérieur permettant au chemin nord de franchir les voies ferrées de la Burlington Northern Incorporated, dans les municipalités de Burnaby et Coquitlam dans la province de la Colombie-Britannique, au point milliaire 145.96 de la deuxième subdivision, comme il est indiqué sur le dessin n° 8280-SK-107, révision A, en date du 22 décembre 1980, versé au dossier n° 572.45 de la Commission

APRES lecture des pièces déposées et avec le consentement du ministère des Transports et de la Voirie de la province de la Colombie-Britannique-

IL EST ORDONNE CE QUI SUIT:

1. Les requérants sont autorisés à reconstruire ledit passage supérieur, comme il est indiqué sur ledit dessin.
2. Ledit passage supérieur devra être reconstruit conformément aux prescriptions de l'ordonnance générale n° E-5 de la Commission canadienne des transports, R.C.C. 1978, chap. 1191. Des plans détaillés devront être présentés à un ingénieur du Comité et être approuvés par lui avant le début des travaux de reconstruction.

D

3. The Burlington Northern Incorporated shall pay twelve and one-half per cent of the cost of reconstruction not to exceed the sum of \$156,250 and the balance of the said cost shall be borne by the Applicants.

4. Forty per cent of the cost of maintenance of the said reconstructed overhead bridge shall be paid by the Ministry of Transportation and Highways of the Province of British Columbia and the balance of the said cost shall be paid by the Applicants.

3. La Burlington Northern Incorporated devra payer douze et demi pour cent du coût de la reconstruction, n'excédant pas la somme de \$156 250, et le reliquat dudit coût sera à la charge des requérants.

4. Quarante pour cent des frais d'entretien dudit passage supérieur reconstruit devront être payés par le ministère des Transports et de la Voirie de la province de la Colombie-Britannique et le reliquat desdits frais sera à la charge des requérants.

signed/signature

R.W. Lebell

Acting Secretary
Western Division
Canadian Transport Commission

Secrétaire suppléant
Division de l'Ouest
Commission canadienne des transports

hea drug. 8280-SK-107 (A)

NO.
NO

113983

DEPARTMENT OF TRANSPORT
MINISTÈRE DES TRANSPORTS

PROJECT CONTRIBUTION ARRANGEMENT

between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(as represented by the Minister of Transport)

and

THE CORPORATION OF THE DISTRICT OF BURNABY

Authority: P.C. 1978-15/1537, May 4, 1978 (T.B. 756977)
Date of Agreement: *March 16, 1982*
Subject: The reconstruction of the grade separation
that carries North Road over the BN track
at Mile 145.96 Second Subdivision
Consideration: \$946,365

DEPARTMENTAL REFERENCE

RÉFÉRENCE DU MINISTÈRE

FILE NO. S3486-19-33 (DOT); 7980-2 (DGCT)

DOSSIER NO

MEMORANDA

NOTES

See Master Agreement No. 107954

113983

PROJECT CONTRIBUTION ARRANGEMENT

THIS AGREEMENT made this 16th day of March,

1982

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport
(hereinafter called "Canada"),

OF THE FIRST PART;

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called "applicant"),

OF THE SECOND PART.

WHEREAS Canada and the Province of British Columbia have entered into an agreement, (hereinafter called the "Master Agreement") which provides for financial assistance for urban transportation projects, as well as for certain projects provided for in the Railway Relocation and Crossing Act.

AND WHEREAS paragraph 3 of the Master Agreement provides that a separate agreement shall be entered into between the Minister of Transport and the applicant for each approved project.

AND WHEREAS the provisions of this Agreement describe one such approved project.

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

1. Definitions

The definitions of words and expressions which were included in the Terms and Conditions of the Urban Transportation Assistance Program and in the Master Agreement shall be equally applicable to words and expressions contained in this Agreement.

Master Agreement

2. The applicant herein shall be bound by all of the terms, procedures, covenants and provisions of the Master Agreement between Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of the Province of British Columbia as if it were a party thereto, which agreement is dated the 12th of February, 1979, and is registered in the Legal Registry of the Department of Transport as No. 107954 and a copy of which is attached hereto and marked Schedule A.

3. Project Description

The project to be financed under this agreement is described as follows:

Reconstruction of the grade separation to carry North Road over the tracks at Mileage 145.96 of the Burlington Northern second subdivision in Burnaby.

4. Project Costs and Contributions

- (a) Canada shall, subject to sub-paragraphs (b) and (c) make an estimated contribution of \$946,365 toward the \$2,106,970 total estimated cost of the project.
- (b) The actual contribution by Canada shall be in accordance with section 16(7)(b) of the Railway Relocation and Crossing Act and paragraphs 7(c) and 10 of this agreement. Eligible costs shall be in accordance with Canadian Transport Commission current directives.
- (c) Canada's contribution shall not exceed, in any event, the aggregate of nine hundred and forty six thousand, three hundred and sixty-five dollars (\$946,365).
- (d) The contribution by Canada towards the project in combination with all other estimated or actual contributions by Canada towards approved projects under the Urban Transportation Assistance Program may not exceed in any event the provincial allocation specified in paragraph 7(1)(a) of the Master Agreement.

5. Cash Flow and Payments

- (a) In accordance with paragraph 9(1)(a) of the Master Agreement, Canada may make an advance payment to the applicant to an amount not exceeding the sum of the estimated federal contributions towards work expected to be done in the first 6 months of the project. The amount of such advance payment shall be based on the estimated cash flow outlined in Schedule B which is attached.
- (b) Progress payments shall be made by Canada on the basis of claims for actual payments made by the applicant in respect of eligible costs.
- (c) An advance or progress payment shall not be made by Canada if the making of such payment would cause the funds available from the Urban Transportation Assistance Program for the Province in a given fiscal year to be exceeded. In such case, the payment will be made in the next fiscal year for which funds are available.
- (d) Progress, advance and other payments shall be made to the applicant, in accordance with paragraph 9 of the Master Agreement.
- (e) The maximum number of claims for payment that may be submitted by the applicant in a given fiscal year in respect of the project is four (4).
- (f) In accordance with paragraph 9(4) of the Master Agreement, claims for payment shall be forwarded to the Director, Surface Policy Planning and Urban Programmes, Transport Canada, Ottawa, K1A 0N5, after such claims have been approved for payment by the Provincial Ministry of Transportation and Highways.

6. Milestones

The project shall be carried out within a reasonable time of the following milestone dates:

Start of construction	March 31, 1982
Provision of pre-construction evaluation data	February 1, 1982
Final certificate of completion	May 31, 1983
Provision of evaluation report	December 31, 1983

7. Evaluation

- (a) The applicant shall be responsible for gathering, compiling and analyzing the necessary data for a complete evaluation of the project as specified in detail in Schedule C attached hereto.
- (b) The applicant shall forward a brief evaluation report to the federal Minister in accordance with Schedule C attached hereto no later than 15 months after the completion of the project.
- (c) If the applicant hires consultants to undertake in whole or in part the evaluation procedures specified in paragraph 7(b), the cost of the consulting services shall be included in the cost of the project to a maximum federal contribution of \$1,500, providing that the provisions of paragraph 7(4) of the Master Agreement are not exceeded.

8. Fair Wages and Hours of Labour Act

Payments made in accordance with the terms of this Agreement are hereby exempted from the provisions of section 5 of the Fair Wages and Hours of Labour Act, R.S.C. 1970, c. L-3.

9. Members of the House of Commons

No member of the House of Commons or of the Provincial Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

10. Federal Recognition

The applicant shall erect and maintain an appropriate bilingual sign in accordance with the provisions of paragraph 14 of Appendix A of the Master Agreement and as more specifically described in Schedule D to this Project Contribution Arrangement.

The cost of the sign shall be included in the cost of the project.

11. Term

This Agreement shall terminate after all federal obligations with respect to the project have been met and after the receipt and acceptance by the federal Minister of the evaluation report submitted by the applicant in accordance with paragraph 7(b).

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)
on behalf of Her Majesty The)
Queen in Right of Canada in)
the presence of:)

GOVERNMENT OF CANADA

Genis Courtmanche
Witness

D. H. Pratt
Minister of Transport

SIGNED, SEALED AND DELIVERED)
on behalf of the Corporation)
of the District of Burnaby)
in the presence of:)

THE DISTRICT OF BURNABY

William A. Lawrence
Mayor

James Hudson
Clerk

The above agreement between Her Majesty The Queen in Right of Canada, as represented by the Minister of Transport and the Corporation of the District of Burnaby, is hereby concurred with the Government of British Columbia as represented by the Minister of Transportation and Highways.

James M. Wallace
Witness

G. V. ...
Minister of Transportation,
and Highways.

THIS AGREEMENT made this 22nd day of February, 1979.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport
(hereinafter referred to as "Canada"),

OF THE FIRST PART,

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA
as represented by the Minister of Transportation,
Communications and Highways (hereinafter referred
to as "the Province"),

OF THE SECOND PART.

WHEREAS Canada is proposing to seek Parliamentary authority to provide financial assistance under a programme for urban transportation assistance and for purposes pursuant to Parts I and II of the *Railway Relocation and Crossing Act*, and for purposes described in paragraphs 20 (1) (a) and (b) and subsection 20 (6) of the *Railway Relocation and Crossing Act*.

WHEREAS the Province may receive \$24,667,000 over the five year period starting on April 1, 1978 and ending on March 31, 1983 in respect of the aforementioned.

WHEREAS Canada has traditionally contributed to railway and railway/road crossing protection, efficiency and safety improvements undertaken by the provinces;

WHEREAS Canada is now prepared to give and the Province is prepared to receive financial assistance under the above-mentioned programme in the manner hereinafter provided.

HOW THE PARTIES hereto mutually agree as follows:

DEFINITIONS:

1. In this Agreement:

"*applicant*" means the Province which submits an application for a contribution under section 4 of the Terms and Conditions or a public authority including the British Columbia Railway and the Urban Transit Authority which submits such application with the approval of the Province;

"*approved project*" means a project for which a contribution has been approved by the federal Minister in accordance with the Terms and Conditions;

"*Commission*" means the Canadian Transport Commission;

"*contribution*" means a contribution of funds appropriated by Parliament to the Canadian Surface Transportation Administration of Transport Canada;

"*eligible costs*" means

- (a) in respect of an urban transportation project, the net cost of an urban transportation project, but for greater certainty does not include those costs referred to in subsection 6(2), and
- (b) in respect of an approved project other than an urban transportation project, the costs referred to in paragraph (3)(3)(a), subsection 11(2), section 16, section 17 or section 20 of the *Railway Relocation and Crossing Act*, as the case may be, which include those occasioned by utility relocation work which is undertaken subsequent to the inclusion of such a project on the list of projects which have been "list approved" by the federal Minister and which is directly associated with such a project;

"*federal Minister*" means the Minister of Transport Canada and includes anyone authorized to act on his behalf;

"*provincial Minister*" means the Minister of Transportation, Communications and Highways and includes anyone authorized to act on his behalf;

"*fiscal year*" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;

"*grade separation project*" means a project that causes a railway line to be carried over or under any highway or a project that causes a highway to be carried over or under the railway line.

"*net cost of an urban transportation project*" means the purchasing or construction costs of equipment, facilities and services but does not include wages, salaries and overhead incurred by the applicant for work done by his own employees for the design, ordering or inspection of the equipment, facilities and services and any costs other than the purchase price or construction costs of the equipment, facilities and services;

"*project contribution arrangement*" means an agreement referred to in Section 3;

"*Terms and Conditions*" means the Terms and Conditions approved by the Governor in Council attached hereto as Appendix "A", and forming part of this Agreement;

"*urban transportation project*" means an approved project, not subject to the Railway Relocation and Crossing Act which contributes to the improvement of the transportation system in an urban area and may include a grade separation at a British Columbia Railway line, British Columbia Hydro Railway line, and British Columbia Harbour's Board Railway line, in such an area.

2. The purpose of this Agreement is to set out the conditions under which Canada will contribute to certain approved projects for urban transportation assistance in the Province together with certain approved projects in the Province

- (a) pursuant to Parts I and II of the *Railway Relocation and Crossing Act*; and
- (b) for purposes described in paragraphs 20(1)(a) and (b) and subsection 20(6) of the *Railway Relocation and Crossing Act* in respect of the construction, reconstruction and improvement of grade separations where approved by the Commission.

PROJECT CONTRIBUTION ARRANGEMENT:

3. The federal Minister on behalf of Canada and the applicant shall enter into a separate agreement in respect of each approved project which is to receive funding pursuant to the Terms and Conditions and this Agreement, to provide for the scope of the project and estimated total eligible costs, starting dates, evaluation criteria, federal contribution to total costs and other matters pertinent to the project.

TERM OF THE AGREEMENT:

4. The term of this Agreement shall be from April 1, 1978 to March 31, 1983. Pursuant to Section 30 of the *Financial Administration Act*, no payments shall be made after April 30, 1983 or for work performed after March 31, 1983.

IMPLEMENTATION

5.(1) The Province shall be responsible for the implementation and completion within a reasonable time of any approved project for which a project contribution arrangement is signed.

(2) If a project cannot be implemented or completed within a reasonable time, the provincial Minister will so inform the federal Minister who may, with the concurrence of the provincial Minister, cancel the project contribution arrangement.

FINANCIAL PROVISIONS

6.(1) The amount that may be paid by Canada toward an approved project shall

- (a) in the case of an urban transportation project not exceed eighty (80) percent of the net cost of the urban transportation project; or
- (b) be within the limits set in subsection 3(4) of the *Railway Relocation and Crossing Act* with respect to the cost of a Transportation Plan and subsection 11(2) of that Act with respect to a Relocation Grant; or
- (c) be within the limits set in subsections 16(7), 17(5) or 20(3) of the *Railway Relocation and Crossing Act* with respect to the cost of a grade separation project including a grade separation project at a British Columbia Railway line, British Columbia Hydro Railway line, and British Columbia Harbour's Board Railway line notwithstanding that it constitutes an urban transportation project.

(2) In the case of an urban transportation project, no payment shall be made in respect of

- (a) provincial and municipal taxes paid;
- (b) land purchases;
- (c) the cost of construction of urban highways and roadways not specifically required for the exclusive use of the public transportation system;
- (d) past or future operating costs of urban transportation services;
- (e) any vehicle providing a passenger train service as defined in section 260 of the *Railway Act*; or
- (f) the cost of preparing an application for a contribution.

7.(1) Notwithstanding any other provision in this Agreement,

- (a) the total amount payable by Canada under this Agreement shall not exceed \$24,667,000;

(b) any payment under this Agreement is subject to there being an appropriation of funds by Parliament therefor but the federal Minister shall seek an appropriation of sufficient funds to implement this Agreement in each and every year thereof; and

(c) all obligations incurred by Canada under the terms of this Agreement shall be subject to compliance with the provisions of the *Financial Administration Act*.

(2) In accordance with paragraph 7(1)(b), funds allocated to the Province for the fiscal year 1978-1979 which are not disbursed during that fiscal year shall be sought by the federal Minister in equal shares for fiscal years 1980-1981, 1981-1982 and 1982-1983, and the funds allocated to the Province for the fiscal year 1979-1980 which are not disbursed during that fiscal year shall be sought by the federal Minister in equal shares for the fiscal years 1981-1982 and 1982-1983. If the funds allocated for the fiscal year 1980-1981 or any subsequent fiscal year to provide for contributions under this Agreement are not disbursed during the same fiscal year in which they are appropriated by Parliament, the funds shall lapse and shall not be recoverable in subsequent years.

CONTRACT PROCEDURES:

8.(1) All contracts shall be awarded by the applicant to the qualified and responsible tenderer submitting the lowest valid bid.

(2) Canadian materials, equipment and consultative and other professional services shall be used to the extent to which they are procurable and where practical and consistent with economy and efficiency.

PAYMENT PROCEDURE:

9.(1) After execution of the project contribution arrangement and subject to section 11 of the Terms and Conditions

- (a) an initial advance payment may be made by Canada to cover cash requirements for a period not to exceed six (6) months in respect of eligible costs of the project upon delivery to and approval by the federal Minister of a forecast of the cash flow requirements in respect of eligible costs for the first six (6) months of the project; and
- (b) subject to the requirement that the federal Minister is satisfied by the applicant that the eligible costs incurred are greater than the initial advance payment, if any, made pursuant to paragraph (a) above, progress payments may be made by Canada in respect of eligible costs of the approved project not covered by the initial advance payment on the basis of claims submitted by the applicant setting out such costs actually incurred and paid following delivery to and review and acceptance by the federal Minister of all such claims.

(2) Where an advance payment has been made but the Province informs the federal Minister that the relevant approved project could not be performed in whole or in part, the amount of the advance payment may, subject to the approval of the federal Minister, be applied to another approved project on which satisfactory work progress has been made or to any other project included in the list specified in section 3 of the Terms and Conditions.

(3) Upon presentation of the final invoice in respect of an approved project, and where the federal Minister or the Commission is satisfied that the approved project has been completed, a final payment shall be authorized to cover the balance of the amount that may be paid toward the approved project pursuant to section 6. No such final payment shall be authorized unless the presentation of the final invoice is made prior to twelve (12) months after completion of the approved project and in any case prior to March 31, 1983.

(4) Where the applicant is other than the Province, the project contribution arrangement may provide that progress, advance or other payments are to be paid directly to the applicant as the agent or representative of the Province and any such payments shall constitute payment to the Province. The applicant with provincial approval shall submit not more than 4 claims per year for payment to the Federal Minister as the basis for accounting for previous advances and for approving new advances and/or progress payments.

RECORDS AND AUDIT:

10.(1) The applicant shall maintain proper and accurate accounts and records relating to the cost of approved projects, and Canada may audit the amounts of all advance and progress claims and payments and the accounts and records of the applicant relating thereto.

(2) Any audit may be conducted up to March 31, 1985.

(3) Any discrepancy between amounts paid by Canada and the amounts payable by Canada as disclosed by audit shall be promptly adjusted between the parties, which may involve the application of funds to other approved projects.

GENERAL:

11. This Agreement may be amended from time to time as mutually agreed in writing by the parties. It is expressly understood and agreed, however, that any amendment to Appendix "A" shall require the prior approval of the Governor in Council.

12. To the extent applicable, the *Railway Relocation and Crossing Act* and the Terms and Conditions apply to and are binding on the parties. In the event of any inconsistency between the provisions of the *Railway Relocation and Crossing Act* and the provisions of the Terms and Conditions, the provisions of this Agreement or the provisions of any project contribution arrangement, the provisions of the *Railway Relocation and Crossing Act* shall prevail. In the event of any inconsistency between the provisions of the Terms and Conditions and the provisions of

this Agreement or the provisions of any project contribution arrangement, the provisions of the Terms and Conditions shall prevail except for the definition of a "Grade Separation Project" in which case the definition used in this agreement shall apply. In the event of any inconsistency between the provisions of this Agreement and the provisions of any project contribution arrangement, the provisions of this Agreement shall prevail.

13. Each party shall indemnify and save harmless the other party, its officers, servants and agents, against all actions, claims and demands of third parties in any way arising out of the implementation of the projects hereunder, except to the extent to which such actions, claims or demands result from any act or omission on the part of any officer, employee or agent of the other party in the course of his activities or in the exercise of his office.

14. This Agreement shall in all respects be governed by and be interpreted in accordance with the laws of the Province of British Columbia.

15. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

16. The applicant shall provide to the federal Minister sufficient and appropriate data, as specified more particularly in the various project contribution arrangements, to enable an evaluation to be carried out of the effectiveness of each project in meeting the goals of the Urban Transportation Assistance Program and of the particular project under consideration.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)
on behalf of Her Majesty The)
Queen in Right of Canada in)
the presence of:)

GOVERNMENT OF CANADA

Witness

Minister of Transport

SIGNED, SEALED AND DELIVERED)
on behalf of Her Majesty The)
Queen in Right of the)
Province of British Columbia)
in the presence of:)

GOVERNMENT OF THE PROVINCE
OF BRITISH COLUMBIA

Witness

Minister of Transportation,
Communications and Highways

TERMS AND CONDITIONS FOR THE
URBAN TRANSPORTATION ASSISTANCE PROGRAM

Interpretation

1. (1) In these Terms and Conditions,

"Applicant" means a province which submits an application for a contribution under Section 4 or a public authority which submits such application with the approval of the province;

"Approved Project" is a project for which a contribution has been approved by the Minister of Transport in accordance with these Terms and Conditions;

"Commission" means the Canadian Transport Commission;

"Contribution" means a contribution under Vote 50 - Canadian Surface Transportation Administration of Transport Canada;

"Contribution arrangement" means an undertaking between the Minister and the recipient of a contribution describing the obligations of each and the terms and conditions for payment of the contribution;

"Grade Separation Project" is a project that causes a railway line to be carried over or under any highway or that a highway be carried over or under the railway line in accordance with Sections 16, 17 and 20 of the Railway Relocation and Crossing Act;

"Minister" means the Minister of Transport;

"Net Cost of an Urban Transportation Project" means the purchasing or construction costs of equipment, facilities and services but does not include wages, salaries and overhead incurred by the applicant for work done by his own employees for the design, ordering or inspection of the equipment, facilities and services and any costs other than the purchase price or construction costs of the equipment, facilities and services;

"Public authority" means a municipality, regional government, crown corporation, board or commission established under the laws of a province;

"Railway Relocation Project" is a project for the relocation of railway facilities in accordance with an order by the Commission pursuant to Section 6 of the Railway Relocation and Crossing Act;

"Recipient" means a province receiving a contribution in accordance with these terms and conditions;

"Urban Area" means an area and areas adjacent thereto that are classified by Statistics Canada in its most recent census of Canada as urban;

"Urban Transportation Project" is a project which contributes to the improvement of the transportation system in an urban area.

(2) Unless the context otherwise requires, words and expressions in these Terms and Conditions have the same meaning as in the Railway Relocation and Crossing Act and the Railway Act.

(2) Annexes A, B and C are an integral part of these Terms and Conditions.

Program

2. (1) The Minister is authorized, as prescribed in these Terms and Conditions, to approve contributions out of monies appropriated by Parliament for the Urban Transportation Assistance Program.

(2) The Urban Transportation Assistance Program will provide assistance in the form of contributions for urban transportation projects and certain projects qualifying for funding under the Railway Relocation and Crossing Act.

Submission of Project List

3. (1) The province shall submit to the Minister a list of all the proposed urban transportation projects, railway relocation projects and grade separation projects that the province wishes to have considered for federal funding. Included in the submission is to be a statement briefly describing the project and its purpose, indicating the estimated cost of the project and specifying the amount of federal funding by fiscal year.

(2) The province may amend the list of projects but such amendments shall not be made later than March 31, 1982.

(3) The Minister shall consult with the federal regional minister concerned and with the Minister of State for Urban Affairs before accepting, in whole or in part, the list of projects and amendments thereto proposed by the province.

Application for Assistance

4. (1) When the project list has been accepted by the Minister an applicant may submit

- (a) to the Minister an application for a contribution towards the costs of an urban transportation project or a transportation plan;
- (b) to the Commission an application for a contribution towards the costs of a railway relocation project or a grade separation project and shall notify the Minister of any such applications.

(2) The Minister shall, in order to allow the evaluation of an application for a contribution, require the applicant to submit the information prescribed in Annex A.

(3) The Minister may, at his discretion, require an applicant for a contribution to submit any other information he deems necessary in respect of the application.

(4) The Minister shall forward to the Minister of State for Urban Affairs a copy of any application for an urban transportation or railway relocation project included in the list specified in Section 3.

Requisites for Approval

5. The Minister may approve an application for a contribution if:

- a) the project is included in the list accepted by the Minister in accordance with Section 3;
- b) the funds required for the project, in accordance with the proposed schedule of payments submitted by the applicant pursuant to Annex A, can be expended before March 31, 1983;

- c) the federal share of the cost of the project will not result in a commitment which together with other commitments exceeds either the five-year allocation of a province as specified in Annex B, or monies appropriated by Parliament for the Urban Transportation Assistance Program; and
- d) in the case of a project qualifying for a contribution under the Railway Relocation and Crossing Act
 - (i) the applicant for a contribution pursuant to sub-section 3(3)(a) of the Act, has in the opinion of the Minister established a prima facie case for railway relocation;
 - (ii) the Commission, with respect to the implementation of a transportation plan under Part I of the Act, has recommended to the Minister, pursuant to sub-section 3(5) and Section 11 of the Act, that a relocation grant be paid,
 - (iii) the Commission, with respect to a grade separation project under Part II of the Act, has recommended to the Minister that a special grant be paid pursuant to Sections 16 or 17 of the Act, or
 - (iv) the Commission has in the case of applications for contributions towards grade separations qualifying for funding under Section 20 of the Act, determined that the applicant would have been eligible to receive contributions from the Railway Grade Crossing Fund and has recommended to the Minister that a contribution be paid.

Delegated Authority

6. The Director General, Surface Planning and Coordination is hereby delegated the authority to sign the contribution arrangement for any project approved by the Minister in accordance with these Terms and Conditions and to carry out, on behalf of the Minister the actions specified in Sections 9, 11 and 13.

Financial Assistance

7. The amount that may be paid toward an approved project shall:

- a) in the case of an urban transportation project not exceed eighty (80) percent of the net cost of the project; or
- b) be within the limits set in sub-section 3(4) of the Railway Relocation and Crossing Act with respect to the cost of a transportation plan and sub-section 11(2) with respect to a relocation grant; or
- c) be within the limits set in sub-sections 16(7), 17(5) or 20(3) of the Railway Relocation and Crossing Act with respect to the cost of a grade separation project.

8. (1) In the case of an approved urban transportation project no payment shall be made under Section 7 in respect of

- a) provincial and municipal taxes paid;
- b) land purchases;
- c) the cost of construction of urban highways and roadways not specifically required for the exclusive use of the public transportation system;
- d) past or future operating costs of urban transportation services;
- e) any vehicle providing a passenger train service as defined in Section 260 of the Railway Act;
- f) the cost of preparing a project application.

(2) In determining the amount of any payment under Section 7, the Minister may include therein or exclude therefrom such other items and factors relating to the cost of the project as to the Minister seem proper.

Changes to Approved Project

9. (1) Every applicant for a contribution shall notify the Minister in writing, and where appropriate the Commission, of proposed changes in any approved projects thirty days prior to implementation of such changes.

(2) If, after approving an application for a contribution the Minister

- a) is notified by the applicant that changes in the approved project have been implemented without his prior written consent; or
- b) has reason to believe that the contribution arrangement is not being implemented at the times and in the manner prescribed,

the Minister may withhold the payment of any funds until he is satisfied that all reasonable efforts are being made by the recipient to carry the contribution arrangement into effect at the times and in the manner prescribed.

Limit of Annual Payments

10. (1) Each recipient is entitled, subject to these Terms and Conditions, to receive annually, contributions equal to one-fifth (1/5) of the recipient's allocation as specified in Annex B.

(2) If the funds allocated to a recipient for the fiscal year 1980/81 or any subsequent fiscal year are not disbursed during the same fiscal year in which they were appropriated by Parliament, the funds will lapse and will not be recoverable in subsequent years.

Payment of Financial Assistance

11. (1) Payment may be made under these Terms and Conditions only where

- a) the Minister has provided written consent prior to the commencement of any work to which the contribution would apply; and
- b) the recipient has formally accepted the terms and conditions of the contribution arrangement; and

- c) the recipient and each public authority that has agreed to support the project have taken such actions as are necessary to implement the approved project.

(2) Subject to Section 10 and to sub-section (1) above, and upon approval of the application and the presentation of a cash forecast pursuant to the contribution arrangement, the recipient may be entitled to an initial advance payment to cover such cash requirements for a period not to exceed six (6) months.

(3) Upon presentation of an accounting, a cash forecast, an invoice or a progress claim, and reconciliation with any previous advance payment, the recipient may receive further payments, pursuant to the contribution arrangement.

(4) Until the conditions of sub-section 6 are fulfilled, the amount of all advance and progress payments in respect of any one project shall not exceed ninety (90) percent of the amount that may be paid for an approved project pursuant to Section 7.

(5) Where an advance or progress payment has been made but the recipient informs the Minister prior to the end of the relevant fiscal year that the agreed part of the work specified in the contribution arrangement could not be performed in whole or in part, the amount of the advance or progress payment may, subject to the approval of the Minister, be applied to another approved project on which satisfactory work progress has been made or to any other project included in the list specified in Section 3.

(6) Upon presentation of the final invoice, and where the Minister or the Commission is satisfied that the project has been completed to his or its satisfaction and where the recipient has fulfilled all the conditions of the contribution arrangement, a final payment may be authorized to cover the balance of the amount that may be paid for an approved project pursuant to Section 7. This shall not limit the right of the Minister or the Commission to conduct an audit.

(7) Payments towards the preparation of Transportation Plans under sub-section 3(3) of the Railway Relocation and Crossing Act shall also conform to the provisions of the Urban Development and Transportation Plans Regulations.

Program Evaluation

12. The Minister of State for Urban Affairs and the Minister shall have joint responsibility for monitoring and evaluating the overall effectiveness of the Urban Transportation Assistance Program and project evaluation responsibility as specified in Annex C. The said Ministers shall report as appropriate to Cabinet and the Treasury Board.

Audit

13. The recipient will make available, upon request, for inspection and audit by the Minister or the Commission all receipts, records, plans and other documents relating to the eligible costs of the approved project.

Federal Recognition

14. (1) During the course of a construction project, a sign specifying in both official languages that the relevant project is financed partially by a contribution from the Government of Canada (and any participating provincial or municipal agencies) shall be placed at a prominent location on the construction site. The sign will indicate the extent of financial involvement of each of the participants.

(2) For all approved projects, provision shall be made to acknowledge that the project is partially financed by a contribution from the Government of Canada.

(3) For all approved projects, any public announcement and any official opening ceremony, where such announcement or ceremony is planned, shall be arranged jointly by the recipient or the applicant and the Minister.

CONTENTS OF APPLICATIONS

1. All applications for a contribution towards the cost of a project or a plan under these Terms and Conditions shall contain:

- (a) a description of the proposed project or plan and its objectives;
- (b) a statement of the measures that are proposed to permit the evaluation of the effectiveness of the project, the monitoring procedures and a schedule for data collection and evaluation; and
- (c) the proposed schedule of payments.

2. Applications submitted to the Minister for urban transportation projects shall contain:

- (a) a statement of the estimated capital cost and where applicable the operating costs and revenues of the project and of each of its components, and the associated cash-flow projections;
- (b) a statement showing how the cost of the project is to be met having regard to
 - (i) any amounts of financial assistance that may be applied thereto or recommended therefor under these Terms and Conditions, and
 - (ii) funds to be made available from all other sources towards the net cost of the project with an identification of such sources;
- (c) where applicable, the provisions for financing any operating deficits due to the project or an analysis of the impact of the project on the operating deficit of the transportation system or its components; and
- (d) where appropriate, an evaluation of all transportation and non-transportation alternatives to achieving the objectives of the project.

3. Applications submitted to the Minister for financial assistance towards the preparation of a Transportation Plan under sub-section 3(3) of the Railway Relocation and Crossing Act shall be in accordance with the requirements set forth in the paper "Contents of an Application for Financial Assistance" as issued from time to time by the Minister.

4. Applications submitted to the Commission for railway relocation or rerouting shall be as prescribed under sub-section 3(1) of the Railway Relocation and Crossing Act.

5. Applications submitted to the Commission for special grants under Part II shall be as prescribed in sub-sections 16(1) and 17(1) of the Railway Relocation and Crossing Act. The contents of the application will conform with the requirements published from time to time by the Commission.

6. Applications submitted to the Commission for grade separations qualifying for funding under Section 20 of the Railway Relocation and Crossing Act shall continue to be as prescribed in Section 197 of the Railway Act and the contents of the application will conform with the requirements published from time to time by the Commission.

LIMIT OF FINANCIAL ASSISTANCE

1. Each province subject to these Terms and Conditions, shall receive a total of \$10 per capita based on the population of the said province as determined in the official census of Canada for the year 1976.
2. The monies appropriated to each province in the following schedule shall be expended in the period starting on April 1, 1978 and ending on March 31, 1983.

<u>Province or Territory</u>	<u>Five-year Allocation</u>
Newfoundland	5,578,000
Prince Edward Island	1,183,000
Nova Scotia	8,287,000
New Brunswick	6,774,000
Quebec	62,345,000
Ontario	82,646,000
Manitoba	10,216,000
Saskatchewan	9,214,000
Alberta	18,381,000
British Columbia	24,667,000
Northwest Territories	427,000
Yukon Territory	219,000
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	229,937,000

PROGRAM EVALUATION

1. The federal government objectives in the Urban Transportation Assistance Program are:

- to improve the efficiency of the urban transportation system
- to improve the standard of urban environmental quality and land use efficiency
- to conserve energy
- to improve safety at railway crossings.

2. The Urban Transportation Assistance Program will provide contributions to:

- the preparation of transportation plans and to railway relocation projects as provided by Part I of the Railway Relocation and Crossing Act
- construction of railway grade separations as provided by Parts II and III of the Railway Relocation and Crossing Act
- public transportation planning and operation studies
- public transportation vehicle control and priority projects
- public transportation infrastructure.

3. The applicant shall provide to the Minister the data and the evaluation of the effectiveness of the project in accordance with the contribution arrangement.

4. The Minister of State for Urban Affairs and the Minister have joint responsibility for monitoring and evaluating the approved urban transportation projects to determine the effectiveness of the program in meeting the federal government objectives.

5. The Minister of State for Urban Affairs and the Minister shall have joint responsibility for monitoring and evaluating railway relocation applications and projects in accordance with Part I of the Railway Relocation and Crossing Act in order to determine the effectiveness of the program in meeting the federal government objectives.

6. The Minister shall have responsibility for monitoring and evaluating railway grade separation construction projects to determine the effectiveness of the program in meeting the federal government objectives.

SCHEDULE B

ESTIMATED CASH FLOW FOR THE PROJECT

<u>Month</u>	<u>Estimated Expenditure</u>	<u>Estimated Federal Contribution</u>	<u>Estimated UTAP Cash Flow</u>	<u>Estimated UTAP Cash Disbursement</u>
Mar. 82	Advance payment		\$269,693	\$269,693
Jan. 82 to June 82	\$539,386	\$269,693	-	-
July 82 to Sept. 82	589,951	294,975	294,975	238,508
Oct. 82 to Dec. 82	497,244	201,550	201,550	181,395
Jan. 83 to Mar. 83	288,655	108,247	108,247	97,422
Apr. 83 to June 83	191,734	71,900	71,900	64,710
Dec. 83	Release of Holdback			94,637
Total	<u>\$2,106,970</u>	<u>\$946,365</u>	<u>\$946,365</u>	<u>\$946,365</u>

SCHEDULE C

PROJECT EVALUATION

Consistent with the evaluation section of the Project Contribution Arrangement, the applicant shall be responsible for gathering, compiling and analyzing the necessary data for a complete evaluation of the project.

As part of the project evaluation, the applicant shall submit to Transport Canada, prior to the start of construction, a pre-construction data report on existing conditions at all crossings within the area of influence of the project (this area is defined below).

In addition, a complete evaluation report on the project shall be submitted by the applicant no later than 15 (fifteen) months following its construction.

The items to be included in the above submissions follow:

1. PROJECT OBJECTIVES

The pre-construction data report shall contain a section documenting the need for the project and the objectives to be achieved by it.

2. DESCRIPTION OF THE EXISTING RAILWAY CROSSINGS

The pre-construction data report shall contain a section describing all the existing crossings within the area of influence of the project.

The area of influence of this project
is indicated by the cross-hatched area on
the attached plan.

In the case of crossings at grade, the report shall contain a physical description of the crossing and also the type, age, and condition of the existing crossing protection. In the case of grade separated crossings, it shall provide a physical description of the existing facility and also describe the type, age, and condition of the facility. In addition, the pre-construction data report shall contain photographs of all crossings within the area of influence of the project, and the evaluation report shall contain photographs of the completed structure.

3. INFORMATION AND ANALYSIS

The information and analysis to be included in both the pre-construction data report and the evaluation report are listed below. Items in (ii) need only be provided for at-grade crossings, within the area of influence of the project.

(i) Road Traffic

- daily traffic volumes (Average Daily Traffic) at the crossings within the area of influence of the project.
- posted speeds on the approaches to these crossings
- peak hour traffic volumes at these crossings

- peak hour traffic composition at these crossings (% passenger cars, buses, others)
- average vehicle occupancy at these crossings
- vehicular road capacity of the roads leading to these crossings
- using the traffic volumes and road capacities collected at the crossings prior to and after the construction of the grade separation, determine the benefits in congestion relief for each of the crossings.

(ii) Rail Traffic

- daily train traffic and approximate times of arrival at the crossings within the area of influence of the project
- posted train speed at these crossings
- average train lengths (number of cars per train)

(iii) Accidents

- tabulation of the number, type, severity (fatal, non-fatal) and associated property damage of accidents, preferably from police records, at the crossings within the area of influence of the project that have occurred during the 10 years prior to construction of the project and during the year the grade separation is opened to traffic.

4. IMPACT TO BE ASSESSED

The applicant will assess quantitatively and/or qualitatively the following impacts of the project:

(i) Environmental

Noise and visual intrusion impacts following the construction of the grade separation.

(ii) Transportation

Impacts of the grade separation on the overall transportation network, the accessibility to and from adjacent properties, traffic circulation during construction, and general railway operations following the construction of the facility.

(iii) Land Use

Impacts of the grade separation on adjacent land uses, particularly as they relate to property values, number and type of commercial establishments and residential units acquired for the purpose of constructing the facility, and other necessary severences.

