

STANDARD FUNDED CROSSING WARNING SYSTEM MODIFICATION AGREEMENT

THIS AGREEMENT effective as of the _____ day of _____, 20____.

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:

TOWN OF AMHERST
98 East Victoria Street
Amherst, NS, B4H 1X6

(hereinafter the "Road Authority")

WHEREAS Order No. 41527 of the Board of Railway Commissioners for Canada, dated October 4th 1928, ordered the railway to install a grade crossing warning system consisting of a bell and wigwag, at the grade crossing at Mileage 77.16, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS, Order No. 71361 of the Board of Railway Commissioners for Canada, dated October 20th 1948, ordered the railway to modify the grade crossing warning system by replacing the bell and wigwag with two flashing lights signals and one bell, at the grade crossing of Erncliffe Street, at Mileage 77.16, on the Springhill Subdivision, in the Town of Amherst, in the Province of Nova Scotia;

WHEREAS, Order No. 29072 of the Railway Transport Committee, dated May 30th 1979, ordered the railway to modify the grade crossing warning system by upgrading the circuits, at the grade crossing of Erncliffe Street, at Mileage 77.16, on the Springhill Subdivision, in the City of Amherst, in the Province of Nova Scotia;

AND WHEREAS the parties are contemplating a modification to the existing crossing warning system, that modification consisting of adding gates and constant warning control (hereinafter the "crossing warning system"), at the grade crossing of Erncliffe Street, at Mileage 77.15, on the Springhill Subdivision, in the Town of Amherst 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 the party proposing to undertake the work, will file an application pursuant to the *Railway Safety Act* ("the Act"), for a grant in respect of the cost of this proposed railway work as defined in the Act.

Initials:

Railway

Road Authority

2. Upon confirmation from the Minister that funding has been authorized, the Railway will carry out the proposed railway work. 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 Applicant Guide for Railways: Grade Crossing Improvement Program, published by Transport Canada. The determination by the Minister not to fund certain costs under the Grade Crossing Improvement Program shall not relieve the parties of their respective payment obligations hereunder.
3. 12.5% of the total cost of the crossing warning system modification (as determined pursuant to clause 5) shall be paid by the Road Authority.
4. The cost of maintaining the crossing warning system shall be paid by the Railway.
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 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 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. 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 the Minister notifies the parties that funding 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.

Initials:

Railway _____

Road Authority _____

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.
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.

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

Signed in the presence of:

Witness Signature

Signature

Witness Name [please print]

Name [please print]

Date

Title [please print]

Date

TOWN OF AMHERST

Signed in the presence of:

Witness Signature

Signature

Witness Name [please print]

Name [please print]

Date

Title [please print]

Date

Initials:

Railway _____

Road Authority _____

ESTIMATE/DEVIS ESTIMATIF

| | | | |
|---------------------------------|--|--------------|------------|
| ESTIMATE/DEVIS ESTIMATIF NO: | SP 77.15 | DATE: | 2018/06/07 |
| MILEAGE POINT/POINT MILLIAIRE : | 77.15 | SUBDIVISION: | Springhill |
| LOCATION: | Erncliffe Street | PROVINCE: | NS |
| DESCRIPTION: | Warning system modification - Addition of gates and constant warning control | | |

MATERIAL/MATÉRIEL:

| | |
|--|----------------|
| Total material / Matériel total signalisation | \$154,264 |
| Track Material / Matériel de voie | \$7,218 |
| TOTAL MATÉRIEL: | \$161,482 |
| Material Overhead / Frais Généraux de Matériel = | 31.0% \$50,059 |

LABOUR & EQUIPMENT/MAIN D'ŒUVRE & ÉQUIPEMENT:

| | |
|---|----------------|
| Labour / Main d'œuvre S&C | \$26,950 |
| Labour Testing all modification / Vérification des dispositifs de signalisation main d'oeuvre | \$2,126 |
| Track Labour / Main d'œuvre voie | \$3,360 |
| Labour Engineering Design / Plan de l'ingénierie main d'oeuvre | \$2,500 |
| Unproductive factor / Facteur Improductif = | 20% \$6,987 |
| Labour Overhead / Frais généraux de main d'oeuvre = | 69.0% \$28,927 |
| Living Allowance / Dépenses d'allocations | \$8,280 |
| Equipment CN / CN équipement | \$3,965 |
| Rental Equipment / Location d'équipement / excavation | \$15,750 |
| Rental Equipment / Location d'équipement / shop vac | \$2,500 |
| Rental Equipment / Location d'équipement /transport | \$750 |
| Rental Equipment / Location d'équipement /push pipe - forage | \$4,200 |
| Other / autres | \$0 |
| Hydro charge / Frais d'électricité | \$50,000 |
| Contingencies/Imprévus = | 15% \$55,175 |

TOTAL \$423,012

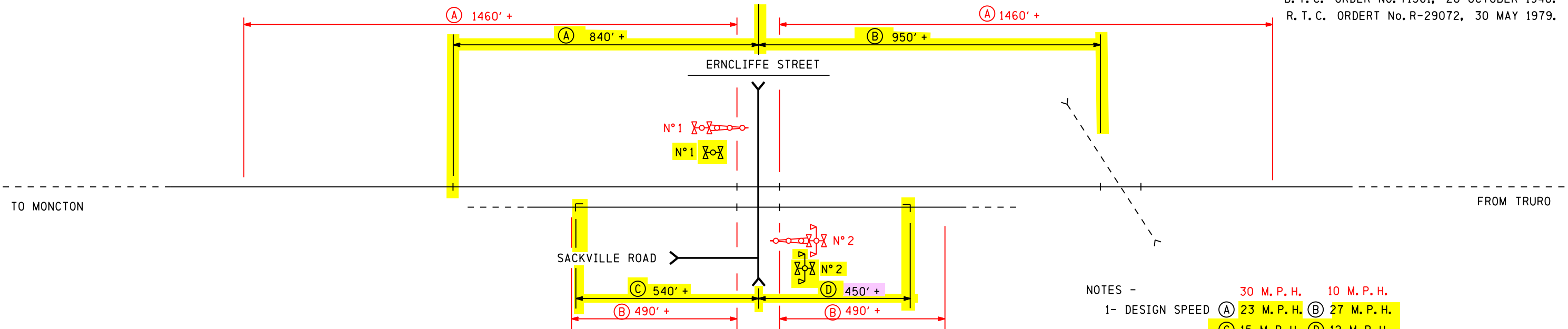
LES TAXES FÉDÉRALES ET PROVINCIALES SERONT APPLIQUÉES SI REQUIS
CE DEVIS EST ETABLI EN FONCTION DE TRAVAUX EXECUTE EN PERIODE DE DEGEL

CE DEVIS ESTIMATIF EST SUJET A RÉVISION APRÈS 07-Dec-18

FEDERAL AND PROVINCIAL TAXES WILL BE APPLIED IF REQUIRED
ESTIMATE BASED ON WORK DURING FROST FREE CONDITION
ESTIMATE IS SUBJECT TO REVISION AFTER Dec - 01-2018

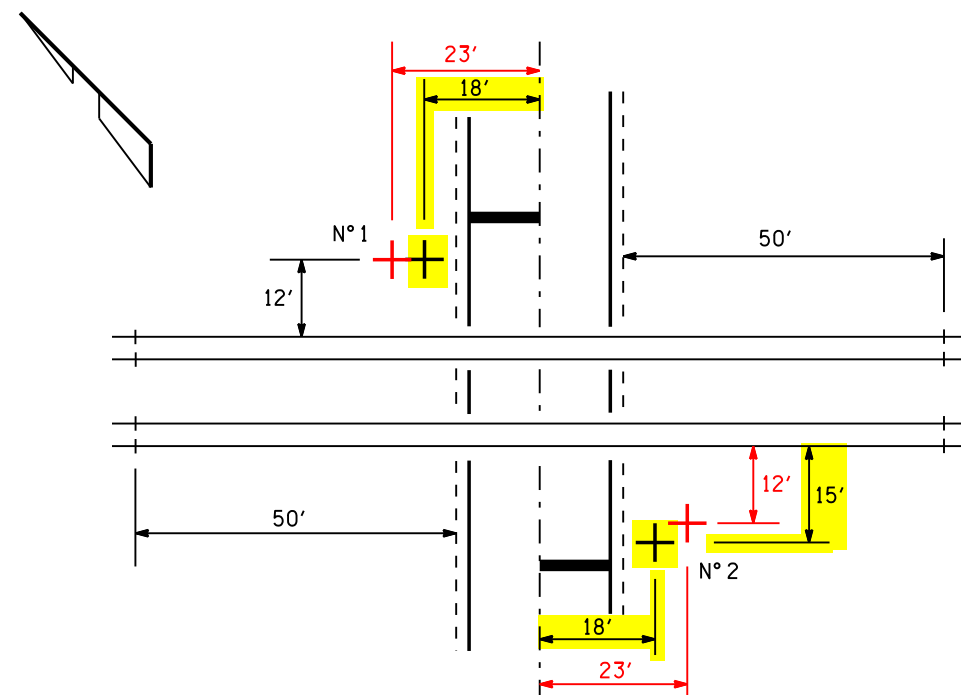
Estimated by/Devis estimatif par: **Jean Benoit Gilbert**

Eastern Division Engineering/Division de l'ingénierie de l'Est
Moncton, NB

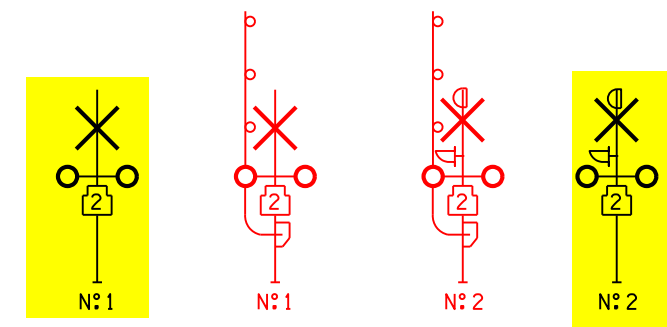


LOCATION PLAN
TRACK SCALE 1" = 300'

- NOTES -
- 1- DESIGN SPEED 30 M. P. H. 10 M. P. H.
A 23 M. P. H. B 27 M. P. H.
C 15 M. P. H. D 12 M. P. H.
 - 2- CLEARANCE DISTANCE 45 FEET MAXIMUM. (43 FEET MESURED)
 - 3- CONSTANT WARNING CONTROL
 - 4- INFORMATION PROVIDED BY THE ROAD AUTHORITY:
VEHICLE TYPE: PASSENGER CAR , ROAD GRADE: 1.04 %
ROAD SPEED : 50 K. P. H.
STOPPING SIGHT DISTANCE: NORTH= 65 M , SOUTH= 65 M
DEPARTURE TIME: VEHICLE= 8 SEC. , PEDESTRIAN= 14 SEC.
 - 4- APPROACH CIRCUIT DISTANCE PROVIDES FOR:
TRAFFIC SIGNAL PRE-EMPTION 00 SEC. (00 SEC. ADVANCE)
MINIMUM WARNING TIME 23 SEC. 21 SEC.
GATE DESCENT DELAY TIME 07 SEC. 04 SEC.
BUFFER TIME 05 SEC. 00 SEC.
EQUIPMENT REACTION TIME 05 SEC. 02 SEC.



DETAIL OF CROSSING
1" = 30'



DETAIL OF WARNING DEVICES

PLAN ASP-77.17 SUPERSEDED

| PROPOSED | | | | REVISIONS | | D | C | REGION EASTERNWEST | | CN |
|----------|---|---|--|-----------|--|---|---|----------------------------|-------------|---------|
| D | M | Y | | | | | | SUB. | SPRINGHILL | |
| | | | | | | | | SIGNALS AND COMMUNICATIONS | | DES. CC |
| | | | | | | | | MONTREAL | | CH. SD |
| | | | | | | | | 12 JULY 2017 | | |
| | | | | | | | | WARNING DEVICES | | |
| | | | | | | | | ERNCLIFFE STREET | | |
| | | | | | | | | AMHERS, N. S. | | |
| | | | | | | | | E | SP-77.15-SK | |

MANAGER - SIGNAL DESIGN