

NO: R016

COUNCIL DATE: January 27, 2025

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **January 23, 2025**

FROM: **General Manager, Engineering** FILE: **0500-20 (Pattullo)**

SUBJECT: **Railway Crossing Agreement for Bridge Road Improvements related to the Pattullo Bridge Replacement Project**

RECOMMENDATION

The Engineering Department recommends that Council:

1. Approve entering into a Bridge Road Railway Crossing Agreement with His Majesty the King in Right of the Province of British Columbia (the "Province") and Southern Railway of British Columbia ("SRY");
2. Authorize the Mayor and City Clerk to execute a finalized Bridge Road Railway Crossing Agreement in a form substantially the same as that attached as Appendix "I"; and
3. Authorize the General Manager, Engineering to execute future amendment(s) to the Bridge Road Railway Crossing Agreement, provided that the amendment(s) uphold the spirit and intent of this Agreement.

INTENT

The purpose of this report is to seek Council's approval to enter into a Bridge Road Railway Crossing Agreement (the "Agreement") with the Province and SRY related to the Bridge Road railway crossing, which is being modified as part of the Pattullo Bridge Replacement Project ("PBRP").

DISCUSSION

As part of the PBRP, Bridge Road will be improved from a one lane road to a two-lane, bi-directional road with a multi-use pathway for pedestrians and cyclists. This improvement will establish walking and cycling connections to the new bridge and existing greenways. As a result of the planned improvements, modifications are required to the two existing SRY crossings and warning systems located at Bridge Road and Highway 17, which are located directly adjacent to each other as illustrated in Appendix "II".

A historical crossing certificate between the City and SRY exists at the Bridge Road crossing location; however, this certificate will become outdated with the planned improvements. An agreement between the Province and SRY exists for the existing Highway 17 railway crossing and warning system.

Given the close proximity of the two railway crossings, the railway warning systems at Highway 17 and Bridge Road will need to be interconnected as part of the planned improvements. As a result, there is a need to enter into a tri-party agreement between the Province, SRY, and the City to outline respective maintenance and repair responsibilities for the modified railway crossing and warning systems.

Under the terms of the new Agreement, SRY will be responsible for the maintenance and repair of the Bridge Road and Highway 17 grade crossings, including the new warning systems at Bridge Road, the new multi-use pathway, and Highway 17. The cost allocation for maintenance and repair will be as follows:

- The City will be 100% responsible for the new multi-use pathway crossing, including the new warning system;
- The City and SRY will share costs 50/50 for the widened Bridge Road crossing, including the warning system; and
- The Province will be 100% responsible for elements that are common to the control of the Highway 17, Bridge Road, and new multi-use-pathway warning systems.

Cost allocations for the maintenance and repairs of the Highway 17 crossing agreement is covered under a separate agreement between the Province and SRY.

Under the terms of the new Agreement, SRY will invoice the City on its allocation of costs in accordance with maintenance rates and general billing guidelines that are specified under the Canadian Transportation Agency's guide for railway charges for crossing maintenance.

The anticipated annual cost to the City is in the range of \$3,000 to \$7,000 per year, plus a potential capital upgrade of \$100,000 every 20 years. Based on the historical crossing certificate that exists at Bridge Road, the cost allocations described above are reasonable.

Legal Services Review

This report has been reviewed by Legal Services.

FUNDING

Funding for future maintenance and repair costs for the Bridge Road grade crossing will be available from the Transportation Budget.

CONCLUSION

Based on the above discussion, it is recommended that Council approve entering the Bridge Road Railway Crossing Agreement with the Province and SRY for the Bridge Road railway crossing which is being modified as part of the PBRP.

Scott Neuman, P.Eng.
General Manager, Engineering

VJ/cc

Appendix "I" – Draft Agreement
Appendix "II" – Map of Project Location

CROSSING AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____ 202__

AMONG:

SOUTHERN RAILWAY OF BRITISH COLUMBIA LIMITED

of 2102 River Drive
New Westminster, British Columbia V3M 6S3
("Railway")

AND:

HIS MAJESTY THE KING in right of the Province of
British Columbia, as represented by the Minister
responsible for the *Transportation Act*
4D – 940 Blanshard Street, PO Box 9850 Stn Prov Govt
Victoria, British Columbia V8W 9T5
("Applicant")

AND:

CITY OF SURREY

13450 104 Avenue
Surrey, British Columbia V3T 1V8
("City")

WHEREAS:

- A. The Railway is a provincial freight railway having a main rail line known as the Fraser Valley Subdivision ("**FVS**") connected to an industrial lead rail line known as the Timberland Lead
- B. There is an existing municipal public road in Surrey, British Columbia, known as Bridge Road, which crosses at grade of the Timberland Lead at or near Mile FVS-01.80-T0.31.
- C. There is an existing provincial public road in Surrey, British Columbia, known as Highway 17, which crosses at grade of the Timberland Lead at or near Mile FVS-01.80-T0.30.
- D. As part of the Applicant's replacement of the Pattullo Bridge with a new Fraser River highway bridge that will cross over the Fraser River between the cities of New Westminster and Surrey (the "**Pattullo Bridge Replacement Project**"), the Applicant intends to:
 - i. widen the existing road allowance of Bridge Road;

- ii. re-locate the existing automated railway warning system for Bridge Road (the “**Bridge Road Warning System**”);
 - iii. construct a new public multi-use pathway (“**New MUP**”) within the widened road allowance of Bridge Road; and
 - iv. construct a new automated railway warning system for the New MUP (the “**New MUP Warning System**”).
- E. The parties acknowledge and agree that the existing automated railway warning system for Highway 17 (the “**Highway 17 Warning System**”) must operate together with the Bridge Road Warning System and New MUP Warning System and be interconnected with the traffic control devices for Bridge Road and Highway 17, in accordance with Applicable Law (as defined below). As such, certain operating mechanisms and circuits will be common to the control of the 3 automated railway warning systems.
- F. Upon the Applicant’s completion of construction of the works described in Recitals D(i) to (iv), the City will be the road authority for the widened Bridge Road and the Applicant will be the road authority for Highway 17.
- G. The parties acknowledge and agree that historical records are unclear with respect to seniority as between the existing road allowance of Bridge Road and the Timberland Lead. As such, the parties have agreed to allocate costs among them, on the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the Railway, the Applicant, and the City (each a “**party**”, together the “**parties**”) agree as follows:

CONSTRUCTION

1. Subject to compliance with the terms and conditions in this Agreement, the Railway authorizes the Applicant to, at its own risk, cost, and expense:
 - (a) construct a new crossing surface, within the widened road allowance of Bridge Road at or near Mile FVS-01.80-T0.31 (the “**Widened Bridge Road Crossing Surface**”);
 - (b) re-locate the Bridge Road Warning System;
 - (c) construct a new crossing surface, within the widened road allowance of Bridge Road at or near Mile FVS-01.80-T0.32 of the Timberland Lead (the “**New MUP Crossing Surface**”); and

- (d) construct the New MUP Warning System,
in accordance with the plans and specifications set out in the attached **Schedule "A"** (collectively, the **"Plans"**).
2. The Railway shall perform all work on railway tracks, structures, equipment, property, and improvements that is required in connection with the Pattullo Bridge Replacement Project. The Applicant shall reimburse the Railway for all direct and indirect costs and expenses the Railway incurs or suffers in connection with the Railway's work.
 3. Subject to compliance with the terms and conditions in this Agreement, the Railway grants to the City, for itself and its appointed officials, officers, employees, contractors, sub-contractors, agents, and invitees, the right to use:
 - (a) the Widened Bridge Road Crossing Surface with or without vehicles; and
 - (b) the New MUP Crossing Surface without vehicles, except the City's vehicles used to perform maintenance and repairs in connection with this Agreement.
 4. The Applicant and the City each acknowledges and agrees that nothing in this Agreement limits, restricts, or supersedes the Railway's right to use the Timberland Lead for railway operations, including the Railway's rights to construct, maintain, repair, or replace railway tracks, structures, equipment, property, and improvements.
 5. The parties will comply with all legislation, including regulations, orders, rules, and other similar legal instruments ("**Applicable Law**") applicable to the exercise of their respective rights and obligations under this Agreement.

MAINTENANCE AND REPAIR

6. With respect to the Bridge Road public grade crossing, the Railway shall be responsible for:
 - (a) a railway crossing sign, number of tracks sign (if applicable), and an emergency notification sign;
 - (b) the maintenance of a stop sign that is installed on the same post as a railway crossing sign (if applicable);
 - (c) the Widened Bridge Road Crossing Surface, other than its design; and
 - (d) sightlines within the Railway's right-of-way and over land adjoining the Railway's right-of-way, including the removal of trees and brush that obstruct sightlines,

and the Railway and the City agree on the cost allocation of 50% to the Railway and 50% to the City.

7. With respect to the New MUP public grade crossing, the Railway shall be responsible for:
 - (a) a railway crossing sign, number of tracks sign (if applicable), and an emergency notification sign;
 - (b) the maintenance of a stop sign that is installed on the same post as a railway crossing sign (if applicable);
 - (c) the New MUP Crossing Surface, other than its design; and
 - (d) sightlines within the Railway's right-of-way and over land adjoining the Railway's right-of-way, including the removal of trees and brush that obstruct sightlines,

and the Railway and the City agree on the cost allocation of 100% to the City.

8. The Railway shall be responsible for the Highway 17 Warning System, Bridge Road Warning System, and New MUP Warning System and the parties agree on the following cost allocation:
 - (a) 100% to the Applicant for elements that are common to the control of the Highway 17 Warning System, Bridge Road Warning System, and New MUP Warning System;
 - (b) 50% to the City and 50% to the Railway for elements that are specific to the Bridge Road Warning System; and
 - (c) 100% to the City for elements that are solely specific to the New MUP Warning System.
9. The Applicant agrees to provide the Railway with information in accordance with Applicable Law not later than 60 calendar days before the day on which the interconnected traffic control devices at Highway 17 are changed.
10. The City agrees to provide the Railway with information in accordance with Applicable Law not later than 60 calendar days before the day on which the interconnected traffic control devices at Bridge Road are changed.

TRACK PROTECTION

11. If the Applicant or the City intends to perform work within 30 feet of the centreline of the Railway's rail line, the Railway should be given at least 10 weekdays' prior notice of the

intended work, and the Railway will provide track protection against the movement of trains if such protection is reasonably required.

12. The Applicant and the City each agrees to comply, and require those for whom it is responsible to comply with the lawfully authorized instructions of Railway personnel as they pertain to:
 - (a) safe work procedures for work in proximity to a rail line; and
 - (b) the Railway's rail line and railway operations.
13. If the Applicant or the City requires emergency access within 30 feet of the centreline of the Railway's rail line, the Railway should first be contacted at its 24-hour emergency contact number at (604) 524-4438, or such other number that the Railway may advise in writing, to arrange for such emergency access safely.
14. The parties agree that the cost of track protection will be allocated in accordance with this Agreement.

GENERAL

15. The Railway will prepare invoices of the Applicant's and City's allocation of costs for which each party is responsible under this Agreement, in accordance with the scheduled maintenance rates and general billing guidelines in the Canadian Transportation Agency's *Guide to Railway Charges for Crossing Maintenance and Construction* in effect at the time. The Applicant and the City will pay the Railway within 30 calendar days of an invoice.
16. The parties acknowledge and agree that nothing in this Agreement ousts, limits, or supersedes the jurisdiction of the Canadian Transportation Agency, as applicable pursuant to the *Railway Safety Adopted Provisions Regulation*, B.C. Reg. 210/2004 and the *Administration Delegation Regulation*, B.C. Reg. 154/2004, or any rights to which the parties are entitled at law.
17. The Applicant and Railway acknowledge and agree that this Agreement shall not be construed as limiting, restricting, or superseding the Highway 17 grade crossing agreement VX 180 M030, dated December 9, 2013, and supplemental agreement dated May 15, 2018.
18. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and together will be deemed to constitute one and the same instrument. Delivery of an executed signature page by electronic transmission is as effective as delivery of a manually executed page by that party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

SOUTHERN RAILWAY OF BRITISH COLUMBIA LIMITED, by its authorized signatory

CITY OF SURREY, by its authorized signatory(ies)

Gerald Linden, President

[insert name, title]

HIS MAJESTY THE KING in right of the Province of British Columbia, as represented by the Minister responsible for the *Transportation Act*, by its authorized signatory(ies)

[insert name, title]

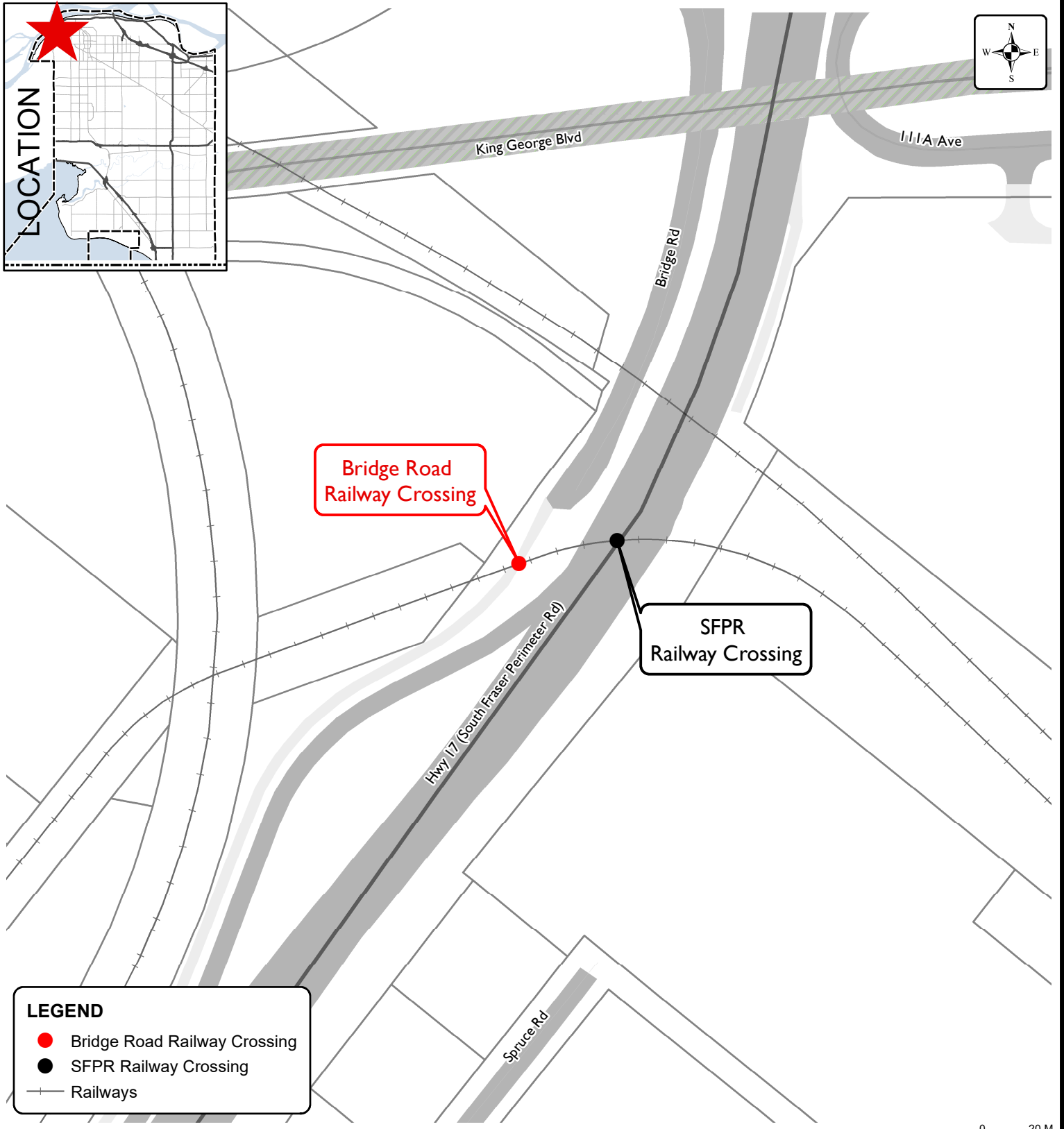
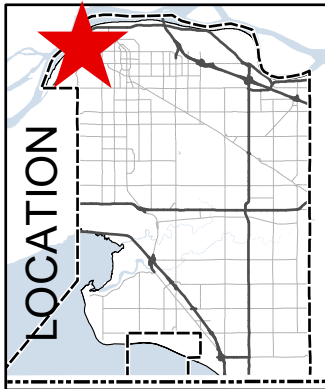
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[insert name, title]

SCHEDULE "A"

Plans

[to be inserted]



LEGEND

- Bridge Road Railway Crossing
- SFPR Railway Crossing
- Railways

Produced by GIS Section: 10-Dec-2024

Scale: 1:2,000 0 20 M



Bridge Road Railway Crossing Agreement

ENGINEERING
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey.
This information is provided for information and convenience purposes only.
Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.