

## **General Guidelines**

### **1. Applications**

In Canada, under the Canada Transportation Act, municipalities or utility companies wishing to construct a utility (pipe or wire) crossing under or over a railway line no longer need to obtain an order from the agency authorizing construction. Instead, the party is expected to reach a negotiated agreement with the railway covering all construction and maintenance issues, including cost apportionment.

All applications must include:

1. "Initial Notification of Intent to Construct" form (of appropriate type)
2. Plans (PDF/JPG or hard copy)
3. Cheque for Engineering Review Fees (see Appendix "A")

Applications may be submitted as hard copy or electronically. If submitting hard copy, please include three (3) copies of an acceptable plan.

Plans must provide sufficient information to determine that installation will meet Railway Standards, General Order requirements and CSA Standards. They must be to scale or have all dimensions shown. They must clearly and accurately show Railway property lines. Refer to the specification document for the type of crossing being installed for a detailed list of areas where Railway requirements exceed General Order or CSA Standards as well as a list of common omissions. The specification documents are also available on the Trillium website.

### **2. Agreement/Easement**

2.1 When plans are approved by the Railway for installation, the Company will be sent appropriate documents with:

- i. Agreement/Easement for signing.
- ii. Costs.
- iii. Special conditions identified.
- iv. Company responsibilities identified.

2.2. Acceptance by the Company will be by signing the appropriate document, and returning it with a cheque in the amount requested (if applicable). If the Company is not incorporated, the signature should be witnessed.

- 2.3 When the Company's acceptance is received, the Railway will reply with a Letter of Acknowledgment and a hard copy of the executed agreement.

### 3. **Installation**

- 3.1 Company (or it's contractor) must first obtain a Trillium Work Permit permitting access onto Trillium property. Work Permit form is available on Trillium website and should be completed and submitted with a cheque for costs shown in the fee schedule at the end of this document. Once completed, installation can be arranged with five (5) working days' notice to the contact shown below. This notice will allow the Railway to arrange for flagging and signals protection as required.  
See Appendix "A" for explanation of flagging and signals protection.
- 3.2 After installation, if there are no additional flagging charges, and payment was prepaid, the account will be closed. If additional charges are applicable, an invoice will be produced.

### 4. **Contact Names, Addresses and Phone Numbers**

Mail/Email should be directed to:  
Aaron White, aaron.white@giorail.com  
P.O. Box 21  
2 Broadway  
Welland, ON  
L3B 5G4

## **APPENDIX "A": FLAGGING PROTECTION & SIGNALS & COMMUNICATIONS PROTECTION**

### ***What is flagging protection and signals protection?***

Flagging protection consists of protecting men and equipment from passing trains and protecting passing trains from possible damage that could occur to the track infrastructure as a result of construction. Signals protection is locating underground and/or above ground signal wires, underground Railway power lines, Railway fibre optics cable and the protection of these facilities while the work is in progress.

### ***When is it required?***

Flagging is required for men and equipment on the Railway right-of-way unless otherwise specified. Signals protection is required if the Signals & Communication Department ("S&C") has identified the work area as being one of possible conflict.

### ***What are the costs?***

The Railway recovers from the Company its costs for actual time spent getting to, from, and on the site by Railway field forces. Flagging protection is provided by a flagging foreman, and the signals protection is provided by an S&C Maintainer.

Flags or other positive protection must be in place before the contractor starts work and removed only after the contractor's day is over, or protection has expired. Flagging protection requests must be communicated to Aaron White at least 3 days prior to construction start. The Company, or its agent, is responsible to advise the Railway flag person on site prior to that time, of their schedule for the following day.

Depending on the flagging protection provided, it may not be possible to provide extensions or reductions to the length of time set up to provide protection for the Company or its agent on that day.

## **CONSTRUCTION, OPERATION AND MAINTENANCE OF CROSSINGS**

1. The Company (or its contractor) shall obtain a "Work Permit" issued by GIO Railways prior to beginning any construction activities using the "Work Permit Application" form found on the website. After obtaining said permit, the Company shall give the Railway at least five (5) days' prior notice of its intention to do any construction or maintenance work. The determination of this notice period shall not include Saturdays, Sundays and statutory holidays. Should an emergency situation arise, the Company shall contact the Railway to make special arrangements. The Railway agrees to act reasonably in these situations.
2. Construction and maintenance by the Company of any crossing shall be subject to the supervision of the Railway or the Railway's appointed representatives.

3. Should any work be required to support or repair the tracks or facilities of the Railway or to protect train movements due to the construction, operation, maintenance or removal of crossings, such work shall be performed by the Railway and the Company shall reimburse the Railway for all reasonable costs associated with such work upon receipt of the Railway's account.
4. The Company shall maintain all Crossings under this Agreement in good order and condition in accordance with the applicable rules, requirements and specifications issued from time to time by the Canadian Standards Association and approved by Transport Canada. If at any time during the term of this Agreement, the Company neglects to do any restoration and Maintenance work required to keep any Crossing free from hazard, the Railway, after giving reasonable prior written notice to the Company specifying the nature of the work required, may itself carry out such work. The Company shall reimburse the Railway for all reasonable costs associated with this work upon receipt of the Railway's account.
5. The construction, operation and maintenance of crossings shall be carried out in a manner so as to minimize interference with Railway property, facilities and operations. When any such work has been completed, Railway property shall be restored by the Company to its former condition so far as practicable. The Company shall, at its expense, expeditiously and effectively, remedy any interference that does occur, or, should no appropriate remedy be found, remove such crossing and restore the Railway property to good order and condition. Should the Company fail to correct such interference, the Railway reserves the right to do so at the Company's expense and the Company will reimburse the Railway upon receipt of the Railway's account therefore.
6. The Railway may impose other construction conditions at time of application.

## **FEE SCHEDULE**

**1. Basic Engineering Application Fee: \$ 950 (\$840.71 + \$109.29 HST)**

This fee covers engineering review of a submitted application.

**2. Flagging Protection and Signals Protection During Installation**

Flagging protection \$ 800.00 per 8 hour day, \$125 per hour above 8 hours.

Signals Protection (locates): \$250.00

Additional costs for flagging and signals will be invoiced after completion of project if:

- a large number of hours were at overtime rates, i.e. weekend installations.
- 24 hour notice of project cancellation is not received. One additional day of flagging will be invoiced.

**3. Additional Costs**

The Railway reserves the right to charge for additional costs incurred by the Railway as a result of specific applications. Without limiting the generality, this includes items such as open-cut installations, inductive coordination, charges for train delays and slow orders, consulting and inspection costs.

**4. Fee Review**

All fees and charges that may be imposed under this Agreement are subject to annual review and adjustment by the Railway.

**5. Survey and Registration**

It is the Company's responsibility and expense to survey and register an easement document.