

Construction and Long-Term Maintenance

Principles of Agreement

Objective

To develop an agreement for the Highway 27 and Canadian Pacific Railway (CPR) grade separation to establish CPR and York Region (Parties) respective roles, responsibilities, cost apportionment principles, mutual expectations, jurisdiction and accountability mechanisms.

Scope of Work

The grade separation shall include:

- Any work associated with the construction of twin railway bridges (north bridge and south bridge) over Highway 27 to accommodate six lanes of traffic, facilities for pedestrians and cyclists along the Highway 27 corridor
- Any work necessary to ensure the grade separation meets applicable laws and standards in effect in the Province of Ontario
- Any work necessary to create vertical and lateral clearances as per current standards for grade separations in the Province of Ontario
- Any work necessary to relocate any utility infrastructure
- Any work necessary to maintain road, pedestrian and rail traffic during construction and protect the natural environment
- Any property required

Cost Apportionment

The grade separation project shall be cost-shared as follows:

- CPR shall pay \$2.2 million towards the cost of the two bridges, estimated to total \$12.2 million
- The Region shall pay the balance of the cost of the two bridges
- CPR and the Region shall each pay 100% of their ineligible costs
- The grade separation shall not include any work and corresponding cost that would otherwise be incurred by CPR or the Region if the grade separation did not exist
- The installation of a comparable railway detour to maintain a single track train service during construction shall be an eligible cost of the project

Ownership and Maintenance

Ownership, maintenance and repair of the grade separation components shall be allocated as follows:

- The Region shall be responsible for the maintenance of the sub-structure of the north bridge and the south bridge, including the foundation, abutments, wing walls and retaining walls. The cost of undertaking the maintenance of the sub-structure shall be shared equally between the Region and CPR.
- The Region shall be responsible, at its sole cost and expense, for all maintenance and repairs of the roadway, including the road approaches and road surface
- CPR shall be responsible, at its sole cost and expense, for all maintenance and repairs of the super-structures of the south bridge and the north bridge
- CPR shall be responsible, at its sole cost and expense, for railway approaches, track structure, railway drainage and communication facilities for north and south rail bridges
- City of Vaughan infrastructure such as illumination, sidewalk/multi-use path, within the limits of the project will be owned and maintained as per current ownership and maintenance practices between the Region and the City of Vaughan

Construction

- Each Party shall be provided the opportunity to comment and approve all designs related to the grade separation at the 30%, 60%, 90% and 100% stages
- The final designs shall be approved by both Parties
- The Region shall be responsible for the management of the delivery of the project, including procurement of services, regulatory approvals/permits, utility coordination and construction
- CPR shall be responsible for the construction of the track work.
- Both Parties shall be provided the opportunity to access the construction site during all works related to the grade separation.

Dispute Resolution

The Parties agree to resolve disputes through dispute resolution and escalation protocol/procedures.

Public Engagement and Communication

- The Region will establish communication protocols for public engagement and communication with elected officials (provincial, regional and local levels of government), public and media.
- The Region, in managing the project, will lead all public engagement and communications.

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