

The Corporation of the
IMPROVEMENT DISTRICT OF TEMAGAMI

By-LAW NO. ^{II-}TO-54

Being a By-law to authorize the execution of an agreement between Ontario Northland Transportation Commission and The Corporation of The Improvement District of Temagami.

WHEREAS it is necessary to enact this By-law for the purpose of authorizing the execution of an Agreement between Ontario Northland Transportation Commission and the Corporation of the Improvement District of Temagami for permitting the said Corporation to cross the Right-of-Way and (which said Right-of Way comprises those parts of Location WD-264, designated as Parts 1 and 3 on a plan by A. B. McLennan, O.L.S., being a plan of Survey of Road in the Office of Land Titles at North Bay, as NR-2212), upon certain terms and conditions;

AND WHEREAS The Corporation of The Improvement District of Temagami deems it necessary to enter into an Agreement With Ontario Northland Transportation Commission for permitting the said Corporation to cross the Right-of-Way belonging to the Commission;

NOW THEREFORE the Board of Trustees of the Corporation of The Improvement District of Temagami ENACTS AS FOLLOWS:

1. The Chairman of the Board of Trustees and the Secretary-Treasurer of the Corporation of the Improvement District of Temagami are hereby authorized to execute an Agreement dated. Jan. 14, 1971 between the Corporation of The Improvement District of Temagami and Ontario Northland Transportation Commission for permitting the Improvement District of Temagami to cross the Right-of-Way belonging to the Commission.

READ a first, second and third time
and finally passed this...¹⁴.... day
of January..... 1971.

CkpPROVEO
DEFI. OF MVHICIPA AFFAIRS

JAN 26 1971

F. J. Hill
SUPERVISOR
MUNICIPAL ADMINISTRATION BRANCH

[Signature]
Chairman

[Signature] 7154
Secretary-Treasurer

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

Agreement for Road Crossing

Permission is hereby given by the Ontario Northland Transportation Commission, hereinafter called the "Commission" to

THE CORPORATION OF THE IMPROVEMENT DISTRICT OF TEMAGAMI

Hereinafter called the "Licensee" to cross the right-of-way belonging to the Commission for the purpose of a highway crossing located at M.P. 76.2 on the Temagami Subdivision of the Commission's Railway, in the Province of Ontario in the Location and in the manner as shown on the attached print of plan No. 1 of 1 (Rev.2) as prepared for the Department of Municipal Affairs of Ontario by James F. McLaren Ltd., Consulting Engineers, Toronto, Ontario and according to General Order E-4 dated February 1st, 1965 for the Railway Transport Committee, Canadian Transport Commission, on the following terms which the Licensee hereby accepts and agrees to perform and abide by-

1. **WORK TO BE DONE BY THE COMMISSION AT LICENSEE'S EXPENSE.**

All work of opening and replacing fences or placing and removing fence gates or placing and removing crossing plank or placing and removing snow plows signs and crossing signs, as required, and all work in connection with the repair and maintenance of such things including snow removal, shall be performed by the Commission and the Licensee shall pay the cost of the same.

2. **APPROACHES, GRADING, DITCHING.**

The Licensee shall, at its own expense and in manner approved by the Chief Engineer of the Commission's Railway, make the necessary approaches to said crossing including the grading, ditching, and installation of pipe culverts or other necessary bridging over ditches and all other works required for said crossing except those works provided for in Clause 1 of this Agreement, and shall repair and maintain the same, during the continuance of this license.

3. **DEFAULT BY LICENSEE.**

If the Commission considers that the Licensee has failed to properly construct or maintain the approaches to said crossing or the ditches or culverts or bridging, the Commission may by notice in writing to the Licensee, direct the Licensee to make such modifications or repairs as are in the opinion of the Commission necessary. Should the Licensee fail within forty-eight (48) hours from the despatch of such notice to comply with such request from the Commission, the Commission may forthwith proceed to do the necessary work and the cost of all labour and all materials and equipment necessary or required for such repairs or renewals shall be paid for by the Licensee.

4. **EMPLOYEES OF LICENSEE WORKING ON COMMISSION PREMISES AT THEIR OWN RISK.**

All employees or contractors of the Licensee entering upon the lands of the Commission for the purpose of construction, inspection, maintenance, repair or use of the works of the Licensee, or the crossing, herein contemplated, shall assume all risk of and the Commission shall not be liable for any injury, loss or damage to any such employees or contractors while on the lands of the Commission unless such injury, loss or damage was caused by the negligence of the Commission's employees or contractors; and the Licensee hereby undertakes to indemnify and hold the Commission harmless against any claims, costs, awards, suits or judgments arising out of any such injury, loss or damage not caused by the negligence of the Commission's employees or contractors.

5. **INDEMNITY.**

The Licensee shall indemnify and save harmless the Commission from all claims, costs, demands, actions, suits or other proceedings or the awards, or judgments arising out of the same former in respect of damage, loss, or injury to person or property by whomsoever or whatsoever made, brought or prosecuted in any manner based upon, arising out of or connected with this license or anything done or maintained, or the exercise of any right or privilege hereunder, save and except where such claims, costs, demands, actions, suits or other proceedings or the awards, or judgments arising out of the same were caused by the negligence of the Commission's employees or contractors".

6. TAXES.

The Licensee shall at all times indemnify and save harmless the Commission from all taxes, rates and assessments of every description or kind which may at any time be levied or imposed by reason of the privileges granted hereunder.

7. PHYSICAL CONDITIONS APPLICABLE.

The Licensee hereby acknowledges having personally inspected as to and having full notice and knowledge of the position, condition and location of the said crossing and of the general condition of the same and to have considered all the same in the light of possible loss, cost or damage arising thereout due to apparent risk or the risks involved in any changed weather conditions.

8. THE COMMISSION AGREES:

- (a) To purchase and install at the road crossing of its railway to the new Temagami Townsite more particularly being known as Mileage 76.2, Temagami Subdivision, crossing signal protection of the type and specification and at the estimated cost of material and labour as set out in the attached appendix "A"; and
- (b) To maintain and operate the said crossing signal protection thereafter.

All in accord with practice and procedure as set out in Railway Transport Committee, Canadian Transport Commission General Order No. E-6 dated February 1st, 1965.

9. THE LICENSEE AGREES:

- (a) Within thirty days of demand to pay to the Commission One Hundred (100%) percent of the completed installed cost of the said crossing signal protection and thereafter One Hundred (100%) percent of the annual cost of its operation and maintenance and for the purpose of this clause "maintenance and repair" shall include the cost of repair or replacement of any part or all of the system damaged or destroyed by collision therewith of animals, persons, automobiles, trucks, aircraft or other vehicles or things unless such collision be caused by the negligence of the Commission's employees or contractor.
- (b) That in event it should decide to widen the crossing over the Railway at any time during the currency of this agreement to such extent as to necessitate relocation of the signals, it will pay one hundred (100%) percent of the cost of such relocation; and
- (c) To assume and pay One Hundred (100%) percent of the cost to the Commission of any loss, cost, damages, awards or settlements and the costs connected therewith arising out of any accident involving a train of the Commission's Railway and any person or animal or vehicle or thing or any claims arising thereout, occasioned or caused or contributed to by the failure of the said crossing signal protection to operate; unless such failure be occasioned or caused or contributed by the negligence of the Commission's employees or contractors.

10. TERM OF AGREEMENT.

- (a) This agreement shall become effective with the date of execution and shall continue in effect until the parties are agreed that the continuance of such crossing is no longer required, and at the expiration of this agreement howsoever determined, the Licensee shall forthwith at the Licensee's sole expense, remove from the Commission's premises all material and equipment belonging to the Licensee and restore the Commission's premises to a level, clean and working condition satisfactory to the Commission's Chief Engineer. In default of the Licensee, so doing, the Commission may do these things and the Licensee shall pay to the Commission the cost of the same.

and Secretary-Treasurer
IN WITNESS WHEREOF the Commission has hereunto affixed the seal of the Ontario Northland Transportation Commission duly attested under the hands of its proper signing officers on its behalf and the Chairmarirfor The Corporation of the Improvement District of Temagami has hereunto subscribed his signature and caused to be affixed the seal of the Corporation of the Improvement District of Temagami this fourteenth day of January 1971.

SIGNED, SEALED AND DELIVERED
in the presence of

ONTARIO NORTHLAND TRANSPORTATION
COMMISSION

By [Signature]
General Manager

By [Signature]
Secretary

Witnesses as to execution by
or on behalf of the Licensee.

Name James M. Broughton
Address Temagami Ontario
Occupation Secretary

Name _____

Address _____

Occupation _____

The Corporation of the Improvement
District of Temagami

By [Signature]
Chairman

By [Signature]
Secretary-Treasurer

APPROVED

DEPL OF MUNICIPAL AFFAIRS

JAN 26 1971

[Signature]
SUPERVISOR
MUNICIPAL ADMINISTRATION BRANCH

CORRECT

APPROVED

APPROVED

EXAMINED

COUNSEL

RECORDED

ACCOUNTANT

Appendix "A" to an Agreement Between

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

AND

THE CORPORATION OF THE IMPROVEMENT DISTRICT OF TEMAGAMI

dated fourteenth day of January 1971.

Flashing light Crossing signals including two standards, one equipped with warning bell, crossbuck signs, concrete bases, equipment case with base and approach circuits, including all related wiring For a complete installation.

Actual installed cost \$13,671.51.