

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Federation of Canadian Municipalities**  
**And**  
**The Railway Association of Canada**

AUG 08 2015

**1. Introduction**

Residential development near railway rights of way and facilities, together with expanding railway operations designed to meet increased demand for the movement of goods and people have affected the environment where people and railways co-exist. Increasing frequency of railway-community proximity issues have resulted.

Because residential development and railway operations are often incompatible, such situations must be fully understood by all parties so that all potential solutions are identified and assessed. The Proximity Initiative recognizes that different solutions are needed for greenfield developments and for infill/conversion sites where standard mitigation measures are not feasible.

To assist in avoiding future proximity problems, the Federation of Canadian Municipalities (FCM) and the Railway Association of Canada (RAC) recognize that it is in everyone's interest to negotiate appropriate relationships between railways and communities, to plan ahead and resolve problems before they occur, and to develop mechanisms for resolving unanticipated problems.

To enable better communication and understanding, FCM and RAC have developed a FCM-RAC Proximity Initiative and Steering Committee. It is intended to help the Canadian public and officials from government and industry increase their awareness of emerging proximity issues and provide direction on their successful resolution.

**2. Accountable Parties**

To ensure a consistent industry-wide approach to proximity issues, the **Railway Association of Canada (RAC)**, representing railways in Canada, and the **Federation of Canadian Municipalities (FCM)**, representing Canada's municipal governments, (the Parties) hereby enter into this Memorandum of Understanding (MOU).

Others may become party to the MOU with the consent of RAC and FCM, but RAC and FCM shall remain jointly responsible for the MOU, and all matters and decisions taken hereunder.

**3. Mandate**

Under this MOU, the Parties will jointly work through the FCM-RAC Proximity Initiative Steering Committee to develop and implement a strategy to reduce misunderstanding and avoid unnecessary conflict arising from railway-community proximity.

The parties have identified specific areas for action. These areas include:

- Improving awareness among stakeholders in the railway, municipal, provincial and development sectors regarding the need for effective railway/community proximity planning and management.
- Developing and continually updating proximity guidelines for new developments in proximity to railway operations, offering direction from the planning phase through construction and residency.
- Developing evaluation criteria and benchmarks for the local dispute resolution framework used by parties when railway-community proximity issues emerge.

Joint RAC-FCM advocacy on regulatory and legislative issues will be limited to raising awareness of the guidelines among government stakeholders and providing technical advice and support to the accountable parties. The parties agree that advocacy on emerging federal policy and legislative issues will be undertaken independently through their respective organizations.

The parties intend to consult potentially affected organizations and individuals to achieve this mandate.

#### **4. Framework**

##### **Proximity Initiative**

The mandate of the MOU:

- Awareness and communications
- Proximity guideline development
- Dispute resolution protocols (completed)

##### **Resources and Funding**

- Implementation and management of initiatives, programs, and projects generated through this MOU may involve third-party contracts and agreements. Financial and human resource cost estimates, including cost sharing arrangements, for major initiatives must be approved by the RAC Policy and Advocacy Committee and/or the RAC Board of Directors, and the FCM Standing Committee on Municipal Infrastructure and Transportation Policy, and the FCM Executive Committee or National Board of Directors prior to implementation.
- Costs related to participation in the Proximity Initiative activities will be the responsibility of each representative's employer.

##### **Governance**

- The Proximity Initiative reports to RAC Board of Directors through the RAC's Policy and Advocacy Committee and to FCM's National Board of Directors through the Standing Committee on Municipal Infrastructure and Transportation Policy. The Steering Committee representatives will conduct affairs related to the MOU on behalf of the RAC and FCM committees
- The Steering Committee will defer to the FCM and the RAC for approval of funding and resource allocations as well as key communications planning and strategy issues.

## **Engagement with local or regional municipalities**

- The Project Manager and Guidelines Committee will provide technical advice and operational support to municipal staff requesting assistance with the development and implementation of proximity guidelines in their communities.
- FCM will provide strategic support at the political level and with senior municipal officials, in particular members of FCM's Big City Mayor's Caucus, to raise awareness and promote the adoption of proximity guidelines, in coordination with the Project Manager and Guidelines Committee's interactions with municipal staff.

## **Engagement with provincial governments**

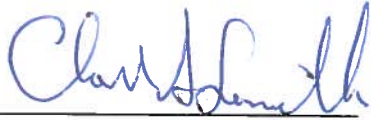
- A Proximity Government Relations Committee will encourage and foster provincial legislation as it relates to land use planning in proximity to railway operations, so as to promote the safety and sustainability of both communities and railways. The Government Relations Committee will include representatives from railways, FCM and provincial-territorial municipal associations.
- FCM will liaise with provincial-territorial municipal associations to provide strategic support at the provincial political level, and seek support from senior municipal officials from major municipalities in any given province.

## **5. Terms**

This Memorandum of Understanding shall be effective for an open-ended term from the date of signing. Every two years, a review shall be undertaken and completed within sixty (60) days, evaluating the functioning and achievements of the Steering Committee and its subcommittees and setting out any remaining railway/community proximity issues and challenges.

The terms contained within the MOU should be reviewed and confirmed by the Parties. Should modifications to these terms be required, the Parties must agree in writing.

Should either party wish to terminate its participation in the MOU, the party must advise the other in writing and provide ninety (90) days notice. During this notice period the parties will attempt to find an alternative course of action for meeting the objectives of this MOU.



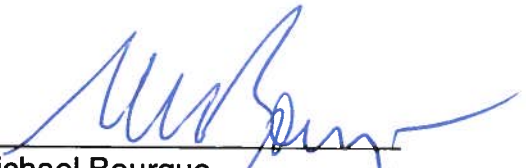
Clark Somerville  
President  
Federation of Canadian Municipalities

Signed in Ottawa on: September 16, 2016



Brock Carlton  
Chief Executive Officer  
Federation of Canadian Municipalities

Signed in Ottawa on: August 30, 2016



Michael Bourque  
President and CEO  
Railway Association of Canada

Signed in Ottawa on:

August 3, 2016