

City of Port Colborne Council Meeting Agenda

Date: January 25, 2022
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
 66 Charlotte Street, Port Colborne

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1.	Call to Order	
2.	National Anthem	
3.	Land Acknowledgment	
4.	Proclamations	
5.	Adoption of Agenda	
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	<p>Due to COVID-19 this meeting will be conducted virtually. Anyone wishing to speak to Council is asked to submit a written delegation that will be circulated to Council prior to the meeting. Written delegations will be accepted until noon the day of the meeting by emailing deputyclerk@portcolborne.ca or submitting a hard copy in the after-hours drop box in front of City Hall, 66 Charlotte Street, Port Colborne. Written delegations accepted after this time will be circulated with the minutes and included as public record.</p>	
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20. By-laws

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21. Confidential Items

Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the Municipal Act, 2001.

21.1.	Chief Administrative Office Report 2022-15, Human Resources Update
21.2.	Corporate Services Department Report 2022-06, Performance Review and Goals of the Chief Administrative Officer

22. Procedural Motions

23. Information items

24. Adjournment

City of Port Colborne

Council Meeting Minutes

Date: Monday, December 13, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Staff Present: A. LaPointe, Acting Director of Planning and Development/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk (minutes)
B. Boles, Director of Corporate Services/Treasurer
C. Kalimootoo, Director of Public Works
S. Lawson, Fire Chief

- 1. Call to Order**
Mayor Steele called the meeting to order.
- 2. National Anthem**
- 3. Land Acknowledgment**
- 4. Proclamations**
- 5. Adoption of Agenda**

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That the agenda dated December 13, 2021 be confirmed, as circulated.

Carried

6. Disclosures of Interest

7. Approval of Minutes

Moved by Councillor G. Bruno
Seconded by Councillor F. Danch

- a. That the minutes of the Regular Meeting of Council held on November 22, 2021, be approved as circulated.
- b. That the minutes of the Committee of the Whole-Budget meeting held on December 6, 2021, be approved as circulated.

Carried

7.1 Regular Meeting of Council - November 22, 2021

7.2 Committee of the Whole-Budget - December 6, 2021

8. Recommendations Arising from Committees

8.1 2022 Rates Budget, 2021-311

Moved by Councillor D. Kalailieff
Seconded by Councillor M. Bagu

That Corporate Services Department Report 2021-311, **BE RECEIVED**;
and

That the 2022 Rates Budget as outlined in Appendix B to Corporate
Services Department Report 2021-311, **BE APPROVED**.

Carried

8.2 2022 Rates Setting, 2021-312

Moved by Councillor D. Kalailieff
Seconded by Councillor M. Bagu

That Corporate Services Department Report 2021-312, **BE RECEIVED**;

That Council approve a 0% increase to the 2022 Water and Wastewater Rates;

That the 2022 Storm Sewer Rates as outlined on page 5 of Corporate Services Department Report 2021-312, **BE APPROVED**; and

That the Director of Public Works and Director of Corporate Services/Treasurer be directed to prepare an aggressive Storm Water Work Plan and Financial Plan and bring a report forward to Council that includes these Plans in February, 2022.

Carried

9. Staff Reports

Moved by Councillor D. Kalailieff
Seconded by Councillor M. Bagu

That items 9.1 to 9.6 be approved, and the recommendations contained therein be adopted.

Carried

9.1 Land Acquisition – Pt. Lot 24, Con. 3, Part 1 59R-17094, 2021-234

That Chief Administrative Office Report 2021-234 be received;

That a by-law to authorize entering into an Agreement of Purchase and Sale with 1456408 Ontario Inc. for an agreed upon price of \$268,765 for PT LOT 24 CON 3, Humberstone, being Part 1 Plan 59R-17094 be brought forward; and

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the purchase of these lands.

9.2 Application - Southwestern Ontario Development Fund, 2021-313

That Chief Administrative Office Report 2021-313 be received;

That the Manager of Strategic Initiatives be directed to submit an application to the community economic development stream of the Southwestern Ontario Development Fund (SWODF) for the waterfront centre project including servicing and improved linkages and pathways to the downtown core; and

That Council commit to funding the City's share of the project from the 2022 Capital Budget.

9.3 Petition for Drainage for Northland Estates Subdivision 2021-308

That Public Works Department Report 2021-308 be received; and

That Council approve allowing Brandon Widner of Spriet Associates to investigate the validity of the petition and proceed, if valid, under the previous appointment outlined in By-law No. 6736/100/19 for the Eagle Marsh Drain.

9.4 Niagara Transit Governance - Creation of a Consolidated Transit Commission, 2021-317

That Chief Administrative Office Report 2021-317 be received; and

That Council consents to the passage of By-law No. 2021-96 of The Regional Municipality of Niagara, being a by-law to provide Niagara Region with the exclusive authority to establish, operate and maintain a consolidated passenger transportation system for the Niagara Region.

- a. **Delegation material from Lori Kleinsmith, Bridges Community Health Centre**
- b. **Delegation material from the Port Colborne Public Library**
- c. **Delegation material from the Port Colborne-Wainfleet Chamber of Commerce**
- d. **Delegation material from the Port Colborne Environmental Advisory Committee**

9.5 Municipal Heritage Registry - First Round Revisions, 2021-309

That Planning and Development Department Report 2021-309 be received;

That Council approve removing the properties listed in Appendix A of Planning and Development Department Report 2021-309 from the Municipal Heritage Registry; and

That Planning and Museum staff be directed to review the properties remaining on the registry and provide Council with further recommendations.

9.6 COVID Update – December 2021, 2021-318

That Chief Administrative Office Report 2021-318 be received.

10. Correspondence Items

Moved by Councillor D. Kalailieff

Seconded by Councillor M. Bagu

That items 10.1 to 10.9 be received for information.

Carried

10.1 City of Welland - Niagara Region Transit Governance Consultation

10.2 Town of Pelham - Niagara Region Transit Governance Consultation

10.3 Niagara Region - Addressing Input from the City of Welland - Transit Governance Consultation

10.4 Niagara Region - JAAC Letter to Councils Re: NRT OnDemand App Accessibility

10.5 Niagara Region - Additional Information regarding Optional Small Business Tax Subclass

10.6 Niagara Region - Report CSD 67-2021 - 2022 Budget - Waste Management Services Operating Budget and Rate Requisition

10.7 Niagara Region - Report CSD 68-2021 - 2022 Budget - Water and Wastewater Operating Budget, Rate Setting and Requisition

10.8 CUPE Ontario - OMERS Investment Performance

10.9 OMERS Employer Bulletin - Response to CUPE Ontario Letter Regarding OMERS Investment Performance

11. Presentations

12. Delegations

13. Mayor's Report

14. Regional Councillor's Report

15. Staff Remarks

15.1 Windstorm (Luey)

The Chief Administrative Officer expressed appreciation towards staff for their hard work in responding to the recent windstorm.

15.2 Niagara Region Response to JAAC Letter to Councils Re: NRT OnDemand App Accessibility (Luey)

The Chief Administrative Officer informed Council that the Niagara Region's response to the recent letter to Council from JAAC regarding the accessibility of the NRT OnDemand App has been included in the December 13th agenda for Council's information.

15.3 NRT OnDemand Update (Boles)

The Director of Corporate Services/Treasurer provided an update to Council with respect to the NRT OnDemand system, noting that a Public Information Session was held on Friday December 10th and that informational documents will be sent out to the residents of Port Colborne over the next week. The Director expressed gratitude towards the Niagara Region and City Communications staff for dispersing information on the new system to the public. The Director further reminded residents that passes will be available to purchase at City Hall or the Vale Health and Wellness Centre.

16. Councillors' Remarks

16.1 Windstorm (Kalailieff)

Councillor Kalailieff expressed gratitude towards staff for their diligent work during the recent windstorm.

16.2 Merry Christmas (Kalailieff)

Councillor Kalailieff wished staff and residents a very merry Christmas.

16.3 Windstorm (Desmarais)

Councillor Desmarais expressed appreciation towards staff for all of their hard work during the recent windstorm.

16.4 Happy Holidays (Desmarais)

Councillor Desmarais wished Port Colborne residents a happy holiday season.

16.5 Status of Discharge of Firearms By-law (Wells)

In response to Councillor Wells' request for an update on the Discharge of Firearms by-law, the Fire Chief informed Council that the Manager of By-

law Services is currently preparing an appeal webpage for the City's website which should be ready for Council feedback in January or February, 2022.

16.6 Site Alteration By-law (Wells)

In response to Councillor Wells' request for an update on the Site Alteration by-law, the Fire Chief informed Council that staff are currently researching best practices from other municipalities as well as the Niagara Region to ensure consistency. The Fire Chief further noted that a draft should be prepared for Council's review by the end of February.

16.7 Windstorm (Wells)

Councillor Wells expressed appreciation towards staff for all of their efforts during the recent windstorm.

16.8 Merry Christmas and Happy New Year (Wells)

Councillor Wells wished Port Colborne residents a merry Christmas and a happy New Year.

16.9 Road End Study Open House (Wells)

Councillor Wells reminded residents that a Road Ends Public Open House would be occurring virtually via Zoom on December 14, 2021. He further informed residents to view the City's website for more information.

16.10 Homes without Power (Bagu)

Councillor Bagu reported that there are still homes in Port Colborne that are without power as a result of the recent windstorm. The Councillor queried as to how those residents can receive updates regarding their power. The Chief Administrative Officer informed Council that Canadian Niagara Power posts live updates on their social media outlets.

16.11 Services Offered at Vale Health and Wellness Centre (Bagu)

In response to Councillor Bagu's inquiry, the Chief Administrative Officer confirmed that vaccinated residents without power during the recent windstorm were permitted to enter the Vale Health and Wellness Centre as a place to stay warm as well as to use the facility's showers, restrooms, and charging stations.

16.12 Merry Christmas (Bagu)

Councillor Bagu wished staff and residents a very merry Christmas.

16.13 Merry Christmas (Danch)

Councillor Danch wished staff and residents a very merry Christmas.

16.14 Canadian Niagara Power - Segmenting Statistics for Port Colborne (Bruno)

Councillor Bruno requested that the Chief Administrative Officer reach out to Canadian Niagara Power to inquire about segmenting the statistics for Port Colborne during a power outage.

16.15 Water Levels of the Canal (Bruno)

Councillor Bruno reported that he witnessed a large amount of water coming off the canal during the recent windstorm around the areas of Welland Street, Alma Street and Bell Street. In response to the Councillor's inquiry regarding whether this water was a result of a back flow from the Canal, the Director of Public Works indicated that it may have been and that he would investigate.

16.16 Wastewater System (Bruno)

In response to Councillor Bruno's query regarding whether the large waves that occurred during the recent windstorm infiltrated the City's wastewater system, the Director of Public Works reported that he would inquire with the Niagara Region about this.

16.17 Windstorm (Bruno)

Councillor Bruno expressed appreciation towards staff for all of their efforts during the recent windstorm.

16.18 Merry Christmas and Happy New Year (Bruno)

Councillor Bruno wished Port Colborne residents a merry Christmas and a happy New Year.

16.19 Brush along the Friendship Trail (Bodner)

Councillor Bodner expressed gratitude towards staff for removing a lot of the brush along the Friendship Trail. The Councillor noted however, that as a result of the brush being removed, farm properties have become more exposed. In response to Councillor Bodner's inquiry, the Director of Public Works indicated that the property owner is responsible for installing fences to close off their private property. The Director further noted that if there are any concerns of people trespassing from the Friendship Trail

onto private property, then owners should notify the City by calling Customer Service.

16.20 Canadian Niagara Power Staff (Bodner)

Councillor Bodner expressed sincere gratitude towards the staff of Canadian Niagara Power for their hard work during the recent windstorm.

16.21 Merry Christmas and Happy New Year (Bodner)

Councillor Bodner wished Port Colborne residents a safe holiday and a happy New Year.

17. Consideration of Items Requiring Separate Discussion

17.1 Virtual City Hall – Account Sign-up Incentive, 2021-230

Moved by Councillor M. Bagu
Seconded by Councillor D. Kalailieff

That Corporate Services Department Report 2021-230 be received as information.

Carried

17.2 Purchasing Policy, 2021-323

Moved by Councillor H. Wells
Seconded by Councillor R. Bodner

That Corporate Services Department Report 2021-323 be received; and

That the Purchasing Policy attached as Appendix A of Corporate Services Department Report 2021-323 be approved.

Carried

17.3 My Main Street - Local Business Accelerator Program, 2021-314

Moved by Councillor F. Danch
Seconded by Councillor G. Bruno

That Chief Administrative Office Report 2021-314 be received;

That Council approve the Funding Agreement with the Federal Economic Development Agency for Southern Ontario (FedDev Ontario) for the My

Main Street Local Business Accelerator Program, attached as Appendix A to Chief Administrative Office Report 2021-314; and

That a by-law to enter into an agreement with FedDev Ontario be brought forward.

Carried

17.4 Municipal Climate Resiliency Grant and Home Flood Protection Program, 2021-316

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That Public Works Department Report 2021-316 be received;

That Council approve applying for the Municipal Climate Resiliency Grant; and

That the Manager of Water/Wastewater be directed, if funding is received, to enter into an agreement with AET Group Inc. to administer a Home Flood Protection Program for up to 50 homes in Port Colborne.

Carried

18. Motions

19. Notice of Motions

20. Minutes of Boards & Committees

21. By-laws

Moved by Councillor A. Desmarais

Seconded by Councillor E. Beauregard

That item 21.1, as amended, and items 21.2 to 21.4 be enacted and passed.

Carried

21.1 By-law to Adopt and Maintain a Policy Concerning the Procurement of Goods and Services for the City of Port Colborne and to Repeal By-law 6542/109/17

- 21.2 By-law to Authorize Entering Into an Agreement of Purchase and Sale with 1456408 Ontario Inc. Respecting Pt. Lot 24, Con. 3, Part 1 59R-17094**
- 21.3 By-law to Authorize Entering into an Agreement with Economic Developers Council of Ontario for the My Main Street Local Business Accelerator Program**
- 21.4 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne**

22. Confidential Items

Moved by Councillor M. Bagu
Seconded by Councillor E. Beauregard

That the minutes of the closed session portion of the November 22, 2021 Council meeting be approved, as presented.

Carried

Moved by Councillor M. Bagu
Seconded by Councillor E. Beauregard

That the recommendations contained in Confidential Chief Administrative Office Report 2021-322 concerning 235-241 Welland Street, be approved.

Carried

- 22.1 Minutes of the closed session portion of the November 22, 2021 Council Meeting**
- 22.2 Chief Administrative Office Report 2021-322, Proposed or Pending Acquisition or Disposition of Land**

23. Procedural Motions

24. Information items

25. Adjournment

Mayor Steele adjourned the meeting at approximately 8:30 p.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk



**Subject: Vision Zero Road Safety Program – Niagara Region Courts
Inter-Municipal Amending Agreement**

To: Council

From: Public Works Department

Report Number: 2022-05

Meeting Date: January 25, 2022

Recommendation:

That Public Works Department Report 2022-05 be received;

That the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement attached as Appendix A to Public Works Department Report 2022-05 be approved for purposes of advancing the Vision Zero Program;

That the Mayor and Clerk be authorized to execute the Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement.

Purpose:

The purpose of this report is to seek Council's approval of the required amendments to the Niagara Region Courts Inter-Municipal Agreement (IMA) in support of a financially sustainable Region-led Vision Zero Program.

Background:

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic.

The Niagara Region's Vision Zero Program (the Program) will include Automated Speed Enforcement (ASE) and Red-Light Cameras (RLC). The goal of the Program is to change driver behavior and to reduce overall speeding on roads within the Region.

The Program was approved as part of the Region's 2020 budget, contingent on successful negotiations of a revised IMA with the local area municipalities (LAMs) to address apportionment of revenue and costs of the program.

Guiding principles of improving road safety and equitable financial outcomes were considered during discussions with local area municipal CAOs and treasurers.

Discussion:

The Niagara Region Courts Inter-Municipal Agreement (IMA) is necessary for the implementation of the Region's Vision Zero Road Safety Program. Staff have attached a copy of the IMA in Appendix A of this report. The IMA requires unanimous approval and execution by all LAMs in order to allow for the launch of the Program, as approved by Regional Council. Staff have reviewed the draft and support the amending agreement to the IMA being proposed by the Region.

Analysis

Regional Staff received authorization from Regional Council to initiate discussions with the LAMs regarding the required amendments to the IMA in November 2019 (PW 64-2019).

Regional staff initially met with LAM Treasurers and CAOs in March 2019; with follow-up discussions with the CAO group in September 2019. The delay in discussions was a result of staff's attention being allocated to pandemic response, with a renewed focus on the initiative in the Fall of 2020. Regional presentations and discussions have centered on program overview, financial implications and proposed amendments to the IMA with guiding principles of improving road safety and equitable financial outcomes.

The implementation of the Program by the Region requires a significant upfront investment, and as such the Amending Agreement provides that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.

The original IMA was approved by all 12 local area municipalities and Niagara Region on April 26, 2000 with revenue sharing arrangement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs; which will apply to net Vision Zero Revenues.

Regional Council has expressed support for an amendment to the IMA that would allow the Region to recover the costs of the Program from gross revenues to ensure it is financially sustainable; and share net revenues 50/50 with the local area municipalities.

Term of Agreement

The proposed term of this Amending Agreement is three years from the Effective Date (being the date the first ticket issued under the Program is filed with the Court) and

includes an opportunity for the parties, on or about two (2) years from the Effective Date, to engage in discussions to collectively review available data related to the Program for purposes of considering long-term projections and plans for the Program, including possible sites for future capital investment and any further amendments that may be required to the IMA.

A minimum commitment of three years is being requested to get the Program up and running. This time will allow the Region to ensure there is enough data to assess the Program, to support that it is making a difference to driver behavior and increasing road safety. There is an initial financial risk as there are many unknowns associated with volumes, staffing levels required, timing and collections of infraction revenue. A minimum of three years of 100% of the Vision Zero infraction revenue in excess of Court Services' operating costs is anticipated to be required to cover the Region's investment over those three years.

Revenue Distribution

Given that the charges issued under the Program are processed by Court Services through the Provincial Offences Court, infraction revenue from the Program will flow through Court Services similar to other traffic ticket revenue. Vision Zero related infraction revenue will be segregated and will be used firstly to offset the Program Court costs incurred by Court Services; and then to fund the capital and operating costs associated with the implementation and operation of the Program. Any remaining revenue will be distributed pursuant to sections 8.2 and 8.3 of the IMA.

In the event that the Program gross revenues are less than the Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution, so that the net revenues distributed to all municipalities, with the exception of the Region, are not negatively impacted by the Program. In subsequent years, any net Program revenues will first be used to repay the Region for previous years' deficit and then used for the operation and reinvestment in the Program.

Reporting Requirement

The Amending Agreement includes a requirement to report to Regional Council on an annual basis regarding operational costs and technical performance of the Vision Zero Program and the use of the net Vision Zero Program revenues to ensure transparency.

Approval of the Amendment to the Agreement

As was the case with the original IMA dated April 26, 2000, each of the 12 LAM Councils and Regional Council would need to approve the execution of the Amending Agreement in order for the revisions to take effect. In the event that the Amending Agreement is not approved, the Program, based on the current Regional Council approval and Regional Staff assessment of financial viability, would not proceed.

Regional Staff believe that the Program is critical to enhancing road safety for all residents of, and visitors to, the region and accordingly are seeking to advance implementation of the Program in or about Q2 2022.

Region Lead

A Region-led Program will mean the Region is responsible for the consistent delivery of the Program, stakeholder engagement and fielding questions or concerns from the public related to the Program. The Region will assume the financial risk during implementation of the Program, such as covering the significant upfront financial investment, uncertainty around revenue collection and ensuring there are adequate funds available to offset costs. The Region is a current member of ASE working group and will be able to leverage this relationship during implementation. Initial investments in ASE technology at the outset will be in approved community safety zones on Regional Roads. Regional Roads have larger intersections, higher traffic speeds and volumes, as such the technology will have the largest impact on these roads. Investment will be undertaken strategically based on consultant recommendations to ensure the largest community impact. The goal of this Program is to change driver behaviour throughout the Region with a strategic broad lens to implications to all 12 LAMs.

Administrative Monetary Penalty System

Region Transportation staff are participating in a working group established by the Ontario Traffic Council related to possible legislation being considered by the Province that would permit municipalities to process vision zero related charges outside of the Provincial Offences Court through an Administrative Monetary Penalty System (AMPS); similar to the way local area municipalities currently deal with parking by-law offences. If the legislation is approved and implemented, charge revenue related to the Program would not flow through the POA courts, and there would be a need to establish and resource an AMPS framework to manage these charges in its place.

Internal Consultations:

This program and Report have been discussed with all LAM CAOs and Treasurers at separate meetings with Region of Niagara staff. Carolyn Ryall, Beth Brens, and Judy MacPherson from the Niagara Region Transportation Services Division will be attending the Council Meeting on January 25, 2022 and their presentation is attached as Appendix H.

Financial Implications:

Financial:

Infractions issued under the Program will be processed through Niagara Region Provincial Offences Court which is administered by the Court Services division of the Niagara Region. Under the revenue sharing methodology prescribed by the IMA, the Region and the 12 local area municipalities (LAMs) share net revenues 50/50; this would include net revenues realized as a result of the Program.

The establishment of the Program will require significant upfront investment and ongoing operating costs, including but not limited to: equipment installation, leasing and maintenance costs, infrastructure upgrades, communication and education. The proposed Amending Agreement would allow the Region to recover the Program Implementation and Operating Costs (as defined in the Amending Agreement) from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues.

As part of the 2020 Regional Operating Budget, Regional Council approved a business case for the Program (Appendix B). That business case outlined costs to be incurred for both Court Services and the Niagara Region (in the transportation and business licensing divisions), in the first full year of operations, of approximately \$4M annually with a break-even ticket volume of approximately 32,500 tickets. It is anticipated that the tickets generated from the Program will allow for enough funds to cover both the increased costs in Court Services as well as to cover the costs to implement and operate the program in the first 1 – 3 years. The Program has been included in the Court Services 2022 operating budget with an estimated start date of Q2 2022 and revenues equal to expenditures. There is no anticipated net revenue available for distribution in relation to the Program in 2022.

Table 1 – Three Year Operating Expense Budget Impacts (in millions)

	2021	2022	2023
Niagara Region*	\$ 1.75	\$ 2.32	\$ 2.27
Court Services	1.07	1.69	2.05
Total	\$ 2.82	\$ 4.00	\$ 4.31

*Transportation and Business Licensing

According to Provincial Guidelines, any municipal revenue collected under a Municipal ASE program that exceeds the costs of delivering the Municipal ASE program is required to be used to support local public safety and educational initiatives. Based on this guideline, all revenue that exceeds the costs of delivering the Program would be used for future reinvestment into the Program. Reinvestment includes such things as strategically expanding technology, intersection improvements, geometrics, street lighting, signage, pavement markings and pedestrian crossovers, communications and education platforms.

Therefore, the Region Transportation Services Division shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Amending Agreement similarly provided that the local area municipalities agree to use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region's operation and enhancement of the Vision Zero Program to be in alignment with Provincial requirements. Further recognizing the Provincial reporting required to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Amending Agreement specifies that the local area municipalities will also provide reporting as necessary to achieve alignment with Provincial reporting requirements established from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.

The goal of the Program is to change driver behavior and to reduce overall speeding on roads within the region. The financial impact of reduced speeding tickets on the LAM revenue distribution is difficult to estimate until trends from the Program are available. Staff believe that the worst-case scenario is if no speeding tickets were issued by NRPS annually, the lost revenue available for distribution is estimated at \$80,000 for all 12 LAMs. In relation to RLC tickets, there are very few red-light tickets issued annually by the NRPS. The worst-case impact to the distribution to the LAMs if no red-light tickets were issued is estimated at \$6,000 for all 12 LAMs.

It is anticipated that the Niagara Regional Police Service will continue to allocate similar resources to policing roads throughout the region and would be able to shift their focus to areas outside of the ASE and RLC areas.

Staffing:

This is a Regional led program with representation and collaboration from City of Port Colborne Public Works staff

Public Engagement:

Niagara Region strives to achieve a prosperous, safe and inclusive community that embraces natural spaces and promotes holistic wellbeing and quality of life. This project will address Niagara Region's commitment to the safe system approach, by recommending extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Niagara Regional roads.

Once the Region receives unanimous approvals from all 12 LAMs and Regional Council, the Region plans to launch a communication and education campaign throughout Niagara Region to inform the residents of the Vision Zero Road Safety Program

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
 - Value: Financial Management to Achieve Financial Sustainability
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Staff believe that the Region's Vision Zero Program is critical to enhancing road safety for Port Colborne's residents and as such recommend that Council approve the Niagara Region Courts Inter-Municipal Agreement in order to initiate the program.

Appendices:

- Appendix A Amending Agreement to Niagara Region Court Intermunicipal Agreement for Vision Zero
- Appendix B Vision Zero 2020 Business Case
- Appendix C PW 36-2019 Red Light Camera
- Appendix D PW 38-2019 Community Safety Zones
- Appendix E PW 64-2019 Vision Zero Road Safety Program
- Appendix F PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
- Appendix G Regional Report PW 2-2020 Implementation
- Appendix H Niagara Region Transportation Services Division Vision Zero Road Safety Update Presentation

Respectfully submitted,

Christopher Kalimootoo, BA, P.Eng, PMP, MPA, MBA
Director of Public Works
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Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 20_____.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s implementation of the Vision Zero Program to be financially sustainable, the initial capital and ongoing operating costs to establish and operate the Vision Zero Program would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement (ASE), Red Light Camera (RLC) enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program; and,

“Vision Zero Program Implementation and Operating Costs” means the costs incurred by the Region related to initial establishment of the Vision Zero Program approved by the Council of the Region as part of the 2020 Regional budget approval process, being comprised of (a) the capital costs of the installation of 10 RLC units and 4 ASE units; and, (b) the ongoing operating costs and expenses to administer the Vision Zero Program, subject to annual adjustments as may required pursuant to applicable agreements, including but not limited to:

- i. all staffing and training;
- ii. consulting services;
- iii. equipment fees, operation and maintenance;
- iv. fees and charges imposed pursuant to agreements required to be entered into by the Region to implement the Vision Zero Program, including by the Ministry of Transportation and the Joint Processing Centre;
- v. communication and public education; and
- vi. related infrastructure maintenance such as signage, pavement markings and intersection improvements.

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment and ongoing operating costs and as such agree that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
3. The Region shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Municipalities shall use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region’s operation and enhancement of the Vision Zero Program. Recognizing the Provincial reporting to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Municipalities shall report to the Region in such form and with such frequency as necessary to achieve alignment with Provincial reporting requirements from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding: Vision Zero Program Implementation and Operating Costs; the use of the Region’s share of the net Vision Zero Program revenues; and the technical performance of, and any proposed enhancements to, the Vision Zero Program.

5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs and revenues separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the gross Vision Zero Program revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.
9. The term of this Amending Agreement will be three (3) years from the Effective Date. The parties agree that on or about two (2) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.

12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Name:
Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF THOROLD

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF WELLAND

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF WEST
LINCOLN**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

Name:
Title:

Name:
Title:

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Public Works-Levy - Transportation Planning; Business Licensing; Court Services

Initiative Start Date: January 01, 2020

Reason for Business Case: Operating Project

Description of program change:

Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic. The Vision Zero Road Safety Program strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users.

The implementation of the Vision Zero Road Safety Program will impact the Regional Transportation, Business Licensing and Court Services Operating Budgets, at an estimated annual gross cost, including the mandatory Victim Fine Surcharge paid to the Ministry of the Attorney General, of approximately \$5 – \$5.8 million (\$3.5 million in 2020 for a partial year of operation, dependent upon timing and duration of implementation).

Transportation Services will be responsible for the operation of the Vision Zero program, including monitoring, evaluation and expansion. Budgeted costs include equipment-related costs, ticket processing charges through a Joint Processing Centre (JPC), MTO charges, staffing and other and are estimated at approximately \$2.28 million on an annual basis (\$1.725 million in 2020 for partial year of operation).

Business Licensing will act as the Provincial Offences Officer and will be responsible for the processing the delivery of the tickets between the JPC and Court Services. Annual costs are estimated at approximately \$34,000.

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Costs are estimated at \$2.7 – \$3.5 million annually and include the Victim Fine Surcharge, as well as adjudication and court-related costs, ticket processing and staffing costs (\$1.8 million in 2020 for partial year of operation). Costs are expected to increase if ticket volumes increase over time.

The operating costs for the program are conservatively estimated to be fully recovered from fine infraction revenue. However, this is dependant upon the ability of Niagara Region to recover its full operating costs, which would require an amendment to the Niagara Region Courts Inter-municipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required and have been authorized by Council. Staff will engage the LAMs to review the Niagara Region Courts Inter-Municipal Agreement as it pertains to net revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region.

It is important to note that the Vision Zero program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the sharing of revenues and operational costs, and therefore no net revenue has been included in the 2020 budget.

Niagara Region experiences a high collision fatality rate when compared to other jurisdictions in Southern Ontario. Deployment of Automated Speed Enforcement (ASE) cameras at school zones and community safety zones, reference to the Province of Ontario Safer School Zones Act - 2017, will facilitate the municipal adoption of this technology on roads with speed limits under 80 km/h in school and community safety zones.

Vision Zero Road Safety Program - 2020 Operating Budget Business Case

Red Light Cameras (RLCs) have been operating in the Province since November 2000 and have so far been installed in 7 Ontario municipalities. The RLC program and processes are well established and respected for their consistency and quality. For legal and practical reasons, all components of the program, from the equipment used through to the processing of the violations, are identical for all participating municipalities within Ontario.

RLCs are an effective safety tool since they reduce the incidence of motorists running red lights. Red light running is one of the causes of angle or "t-bone" collisions, the most severe type of collision that often results in serious injuries. A review of Niagara Region's collision database indicated that there are an average of 60 right-angle collisions at signalized intersections per year. The most reliable statistics currently available suggest that RLCs can reduce the frequency of right-angle collisions by 25%.

Business Reasons for Program Change:

For many years, Niagara Region Staff have been dealing with concerns raised by residents regarding speeding on regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes. A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads.

A step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding by enhancing a safe systems approach, and drawing solutions from engineering, enforcement, education, engagement and evaluation. Those solutions focus on 6 emphasis areas of pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving.

Supports Council's Strategic Priorities: Businesses and Economic Growth, Healthy and Vibrant Community, Responsible Growth and Infrastructure Planning, Sustainable and Engaging Government

Niagara Region HOW WE GO Transportation Master Plan defined programs and infrastructure improvements required to address transportation and growth needs from today through to 2041. One of the main goals is to provide integrated network of roads and highways for the safe movement of people and goods.

The proposed Vision Zero Road Safety Program is a critical part in building a safe and inclusive community. It is an important mechanism to remove barriers for equity seeking groups by prioritizing vulnerable road users. Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Staffing Impact:

14 Permanent, Full Time, 1 Student - Non-Union and CUPE 1287

Total Cost of Staffing Position: - 2020 \$933,303, 2021 - \$1,177,839

Staffing Implementation Date: January 01, 2020

The implementation of the Vision Zero program will require additional staffing complement in both Transportation Services and Court Services as detailed below:

Transportation Services - 2 permanent, full-time non-union project manager FTE's and 1 non-union student will be required to implement, monitor and expand the Vision Zero program in future.

Court Services - 12 permanent, full-time FTE's, 1 non-union and 11 unionized CUPE 1287, will be required to manage the significant increase in ticket volumes that will be processed through the Court system with the implementation of the Vision Zero program. The non-union position will be a Prosecution Coordinator position. The unionized positions will consist of 9 Court Clerks and 2 Trial Coordinators.

Vison Zero Road Safety Program - 2020 Operating Budget Business Case

Financial Impact Summary	Current Year Impact		Multi Year Impact	
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Beyond</u>
Gross Expenditures	3,546,591	5,058,960	5,759,125	-
Gross Revenues	(3,546,591)	(5,058,960)	(5,759,125)	-
Net Impact to levy	-	-	-	-
% Change over prior year	0.000%			

Prepared by Division Manager:
Reviewed by Program Financial Specialist:
Approved by Director / Commissioner:

Sulaf Al Karawi/ Jackie Foley
Brian McMahon/ Sara Mota
Carolyn Ryall/ Donna Gibbs/Angelo Apfelbaum

VISION ZERO ROAD SAFETY PROGRAM

		Total Vision Zero			Red Light Camera (RLC)			Automated Speed Enforcement (ASE)		
		2020	2021	2022	2020	2021	2022	2020	2021	2022
Revenue:										
	Gross Ticket Revenue	\$ 3,546,591	\$ 5,058,960	\$ 5,759,125	\$ 878,977	\$ 1,444,309	\$ 1,052,475	\$ 2,667,615	\$ 3,614,651	\$ 4,706,650
	less: Victim Fine Surcharge expense	(723,710)	(1,057,160)	(1,447,420)	(138,320)	(276,640)	(276,640)	(585,390)	(780,520)	(1,170,780)
	Net Ticket Revenue	\$ 2,822,881	\$ 4,001,800	\$ 4,311,705	\$ 740,657	\$ 1,167,669	\$ 775,835	\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
Expenses:										
Transportation Services	Equipment Costs	\$ 388,292	\$ 714,356	\$ 319,390	\$ 290,978	\$ 581,956	\$ 186,990	\$ 97,314	\$ 132,400	\$ 132,400
	Ticket Processing Costs	601,625	804,250	1,143,250	93,125	126,250	126,250	508,500	678,000	1,017,000
	Staffing	282,899	288,557	294,328	115,098	117,400	119,748	167,801	171,157	174,580
	Other	452,500	475,000	475,000	72,500	95,000	95,000	380,000	380,000	380,000
		1,725,316	2,282,163	2,231,968	571,701	920,606	527,988	1,153,615	1,361,557	1,703,980
Business Licensing	Processing and Delivery Costs	\$ 26,528	\$ 34,089	\$ 34,092	\$ 3,626	\$ 6,193	\$ 6,197	\$ 22,902	\$ 27,896	\$ 27,896
Court Services	Staffing	\$ 650,404	\$ 889,282	\$ 1,178,678	\$ 124,213	\$ 168,637	\$ 169,161	\$ 526,191	\$ 720,645	\$ 1,009,517
	Courtroom Costs	240,300	529,600	532,800	19,700	39,400	39,656	220,600	490,200	493,144
	Ticket Processing Costs	108,000	148,500	216,000	6,750	13,500	13,500	101,250	135,000	202,500
	Other	72,333	118,167	118,167	14,667	19,333	19,333	57,667	98,833	98,833
		1,071,037	1,685,548	2,045,645	165,330	240,870	241,650	905,708	1,444,678	1,803,994
	Total Expenses (excluding Victim Fine Surcharge)	\$ 2,822,881	\$ 4,001,800	\$ 4,311,705	\$ 740,657	\$ 1,167,669	\$ 775,835	\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
Net Revenue (Cost)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Expenses per above (excluding Victim Fine Surcharge)	\$ 2,822,881	\$ 4,001,800	\$ 4,311,705
add: Victim Fine Surcharge Costs	723,710	1,057,160	1,447,420
Total Expenses including Victim Fine Surcharge	\$ 3,546,591	\$ 5,058,960	\$ 5,759,125

\$ 740,657	\$ 1,167,669	\$ 775,835
138,320	276,640	276,640
\$ 878,977	\$ 1,444,309	\$ 1,052,475

\$ 2,082,225	\$ 2,834,131	\$ 3,535,870
585,390	780,520	1,170,780
\$ 2,667,615	\$ 3,614,651	\$ 4,706,650

Subject: Red Light Camera

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Report PW 36-2019 **BE RECEIVED** for information.

Key Facts

- Niagara Region Staff are developing a business case to study the feasibility of operating a Red Light Camera (RLC) program throughout Niagara Region.
- Niagara Region Staff will report to Public Works Committee as a component of the Road Safety Plan for Niagara Region on the business case results and final recommendations to operate a RLC system by the end of the 2019 calendar year.
- Collisions involving pedestrians, cyclists or vehicles occur at signalized intersections with a high chance of causing serious injury or death.
- Approximately 20% of reportable collisions on Niagara Regional roads in 2016 and 2017 were angle collisions, with a 1.2% increase in 2018.
- In total, there were 947 collisions at Niagara Regional intersections from 2008 to 2017.
- The Province of Ontario legislated that Municipalities can operate a "Red Light Camera" system since November 2000. The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users. Appendix 1 provides further details on red light camera operations and those Municipalities already implementing the program.
- Since the introduction of RLCs, the number of angle collisions have been decreased within those Municipalities that have adopted RLCs (fatality collisions by 40%, Injury collisions by 37%), and the numbers of serious injury for rear-end collisions have decreased by 14% (no record of fatality collisions in rear-end collisions). These benefits also transfer to driver behavior at other intersections that do not have RLCs (a recent study showed a 10.7% reduction in overall collisions and a 22.7% reduction in severe collisions at none-RLC intersections).

Financial Considerations

Funding for this business case will be provided from the 2019 Transportation Services Operating Budget. An RFP will be issued to engage a Consultant to develop a business case for Niagara Region. This will include the associated cost-benefit analysis and setting out the targets, policies, and action plans that will guide Niagara Region in creating safer roads by reducing the number and severity of motor vehicle collisions at intersections.

Future capital and operating costs associated with this program will be considered as part of future budget deliberations by Council.

Analysis

The Province of Ontario introduced the RLC enforcement pilot project for prosecuting red light offenders using photo evidence in 2000. The resulting evaluation study indicated the program was a success and in August 2004, legislation became permanent. Currently, the program is running under Phase 3 which started in 2017 and will be operational through 2021, with an option to join a five (5) year period from 2022 to 2026. Niagara Region will be investigating potential start dates to join the red light camera program and will be bringing this back for consideration in a future report to Council.

Collisions resulting from red light running tend to be more severe than other intersection collisions because they usually involve at least one vehicle travelling at higher speeds. In the most severe collisions, the vehicles hit each other at right angles. The resulting side-impact collisions cause severe injuries, sometimes leading to death.

It can be a challenge, time-consuming and expensive for police enforcement of red light infractions at intersections which add high operational costs to policing and the overall municipal tax burden on residents.

RLCs are a well-established safety enforcement tool in Ontario. The enforcement, along with an education component, have proven to reduce the number of right-angle collisions at intersections.

Based on the business case recommendation, coordination with the Ministry of Transportation and Joint Processing Center, Niagara Regional Staff will report back to the Public Works Committee on options to join, that include safety effectiveness measures, a financial update and cost and revenue potential.

What is Red Light Camera Enforcement?

As a vehicle approaches a red light at or above a set speed, loops immediately in front of the intersection stop bar trigger the red light camera system. Two photographs are

taken; the first photograph shows the red signal and the vehicle positioned at the stop bar before entering an intersection while the second photograph shows the red signal and usually the vehicle positioned in the intersection. Both of the photos are taken of the rear of the vehicle and must clearly show a licence plate.

If the images clearly show a red light violation, then an infraction notice is mailed to the registered owner of the vehicle. Similar to parking tickets, RLC infraction notices are the responsibility of the vehicle owner, no demerit points are involved. It should be noted that vehicles that are in the intersection when the red light comes on are not photographed and are not subject to a RLC violation.

Superimposed on the photograph is identifying information related to the offence to clearly show that the vehicle was moving at the time (i.e., location, time, speed).

The effectiveness of red light cameras can be viewed in terms of reductions in crash frequency, crash severity, and frequency of red light running violations.

Joint Processing Centre (JPC):

Operated by the City of Toronto, the JPC views the photos and requests vehicle plate ownership information from MTO to match the ownership information with photos and form the belief that an offence was committed and issues a ticket. Accordingly, Provincial Offences Officers file charges (certificate of offence with the Court at the designated Municipality).

The City of Toronto chairs the RLC Program Steering Committee that manages and updates agreements between Municipalities; whereas the JPC obtains approval from existing Municipalities for 'new' partners and provides approval in principle to the Municipality and MTO.

Role of the Ministry of Transportation

The Province provides plate registrant information to Municipalities via the JPC and monitors contractual obligations between the Province and participating Municipalities. Operational Agreements include provisions for:

- Site-specific signage advising of camera enforcement;
- Municipally-led public awareness campaigns on red light running;
- Monitoring of safety effectiveness; and,
- Funding all aspects of the program, including reimbursement of Provincial costs.

Role of Municipality

The Municipalities lead and fund the Red Light Camera Program. The program is a partnership between the Provincial Government and Municipalities.

Municipalities must enter into three (3) agreements to operate RLC in their jurisdiction. The Vendor Agreement is to supply, install, operate and maintain camera equipment, and will pay for all equipment, technical and installation costs for the cameras.

The second agreement is the Processing Agreement with the City of Toronto Joint Processing Centre for the operation and cost-sharing of the Processing Centre, which issues offence notices. The last agreement is the Operational Agreement with MTO to provide plate registrant information to the JPC for distribution to Municipalities for prosecution purposes, including certified documents when required at trial.

Over the years, this approach ensures unified and consistent prosecution of offences protecting the overall integrity of the legislative regime.

Financial Implication

The cost to implement a RLC includes the operating cost of the RLC contract, RLC processing fees (City of Toronto), vehicle license information (Province), as well as an education/awareness program. The RLC contract is a fixed fee per location.

A red light camera costs approximately \$30,000 annually which includes the lease, installation and operational costs of each camera (the Vendor cost). There are also additional costs associated with the program such as supporting the Toronto Joint Processing Centre (approximately \$6,000 annually per camera), costs associated with retrieving data from the Ministry of Transportation (approximately \$30,000 per Municipality annually), and other related costs.

Over time, the number of right-angle collisions at the intersections will decrease, which has an associated social cost; however, the fine revenue will also decrease as there is improved compliance with the red lights.

Alternatives For Consideration

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara's position globally by ensuring the road network is safe.

This is a critical step forward to adopting Vision Zero Road Safety Plan in Niagara Region, by ensuring safe speed limits, conflict-free street design, and up-to-date driver enforcement to prioritize the safe passage of our most vulnerable populations.

Other Pertinent Reports

None.

Prepared by:

Sulaf Alkarawi, P.Eng.
Associate Director
Transportation Planning
Public Works Department

Recommended by:

Catherine Habermebl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

Appendix 1	Check sheet: Additional Information and Facts	6-7
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Appendix 1

Check sheet: Additional Information and Facts

1. What is red light running and how do cameras work?

"Red light running" is when a driver enters an intersection after the light has turned red.

Red Light Cameras (RLC) are installed to photograph vehicles that run red lights.

The cameras are in operation 24 hours a day, seven (7) days a week. They are connected to the traffic light (signal) and to sensors that are installed just before the stop bar. The system constantly monitors the traffic light (signal), and the camera takes a picture of any vehicle that does not stop at the red light.

The camera records the:

- Date
- Time of day
- The exact time the car crossed the stop line and the length of time that the red was active
- Vehicle speed
- License plate

The Provincial Offence Officers review these photos, and mail tickets to owners of the vehicles within three (3) weeks from the time of the violation.

2. How do red light cameras increase safety?

Red light cameras are adopted as a safety initiative at intersections to prevent motorists from running red lights.

Red light cameras cause people to slow down as drivers know that a camera is there; which cause a change in driver behavior. This awareness helps to reduce the accidents and injuries at intersections and changes driver behaviour over time.

Red light cameras have demonstrated a reduction of right-angle collisions at intersections.

3. Is red light running a safety problem in Ontario?

- Based on Ontario data, red light running accounts for:
- Approximately 0.80% of all HTA convictions. (2015 Ontario data)
- In 2014, approximately 24% of fatal collisions at municipal intersections with traffic signals (13 of 55 such collisions) were due to red light running. (2014 Ontario collision data).

- The participating RLC municipalities issued a total of 974,276 red light camera offence notices to Ontario plate holders between January 1, 2001, and December 31, 2017.
- The most serious type of collision at a municipal intersection is an angle collision. Results from the Red Light Camera pilot evaluation showed cameras successfully reduced this type of collision by 25%.

4. Which municipalities currently participate in the Red Light Camera Enforcement Program?

- Toronto, Hamilton, Ottawa, London, Peel Region, Waterloo Region, Halton Region, and York Region currently participate in the Red Light Camera Enforcement Program.
- The participating municipalities by the end of 2018 will be utilizing 336 cameras at 331 high-risk intersections:
 - Toronto (149 cameras; 144 intersections),
 - Ottawa (52 cameras; 51 intersections),
 - Hamilton (24 cameras; 24 intersections),
 - Regional Municipality of Peel (28 cameras; 28 intersections),
 - Regional Municipality of Waterloo (16 cameras; 16 intersections),
 - Regional Municipality of Halton (17 cameras; 17 intersections),
 - Regional Municipality of York (40 cameras; 40 intersections),
 - City of London (8 cameras; 8 intersections).

Subject: Community Safety Zones

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That the designation of Community Safety Zones (CSZs) **BE APPROVED** for:
 - a. Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, length of 1.10 km; and
 - b. Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, length of 1.20 km
2. That the necessary By-law **BE PREPARED** and **PRESENTED** to Regional Council for consideration; and
3. That Regional Staff **REPORT BACK** with potential future CSZ locations by the end of 2019.

Key Facts

- The purpose of this report is to seek Council approval to implement Community Safety Zones (CSZs) at the locations listed above.
- CSZs are sections of roadways where public safety is of a special concern and traffic offences are subject to double the fines.
- The goal of the CSZ programme is to modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors.
- Among the last five years from 2013 - 2017, 2016 was the highest in the number of pedestrian and cyclist fatalities and injuries on Niagara Regional roads.
- The maximum collision frequency in 2017 was during peak hours, in the weekdays of schools months.
- Recent traffic studies in the proposed school zones show the following percentage of vehicular traffic that exceeds the posted speed limit:

- Regional Road 81, York Road: 56% and 35% during the weekdays, and 74% and 57% during the school hours for east and westbound traffic respectively, and;
- Regional Road 24, Victoria Avenue: 73% and 76% during the weekdays, and 88% and 73% during the school hours for north and southbound traffic respectively.

Financial Considerations

The cost to establish a Community Safety Zone is minimal in terms of signage installation within the limits of each zone. The costs are covered under the approved 2019 Transportation Services Operating budget.

The community education programs and police enforcement resources have already been discussed with the Niagara Regional Police, Strategic Communications and Public Affairs, Legal & Court Services and Public Health Staff.

Analysis

Background

In June 1998, the Province of Ontario passed Bill 26 - to promote public safety through the creation of community safety zones (CSZs). This Bill, and its regulatory changes, are targeted at improving road safety in Ontario. The proposed amendments to the Highway Traffic Act (RSA 1990) allow Municipal Councils to designate CSZs by Municipal by-law along sections of roadway where public safety is of special concern (i.e., around schools, retirement facilities, parks, etc.). Within CSZs, traffic fines will be increased for violations committed at the CSZs (i.e. speeding).

With the passing of Bill 26, Niagara Regional Council has the authority, under section 214.1 of the Highway Traffic Act, to pass by-laws where deemed necessary to ensure the safety of Niagara residents. In establishing CSZs, this will aid in safe communities.

Objective

The objectives of the CSZs are:

- Traffic safety measures to reduce the number or severity of collisions and/or speeding within designated CSZs;
- A traffic management tool to reduce the rate of Highway Traffic Act (HTA) offences committed within CSZs; and,
- To maintain an enforcement program that is achievable within the current financial and human resources available to Niagara Regional Police.

Enforcement

Niagara Regional Police enforcement and their partnership are required for CSZs to be successful. Regional Staff are working with Niagara Regional Police on enforcing the CSZs in the two locations outlined in the report. Niagara Regional Police resourcing will have to be taken into account as the program grows.

Public will be made aware that a traffic violation occurring within a designated CSZ will have consequences. The intent is to ensure that a CSZ is not just another signed regulation that is sporadically enforced. Therefore, Regional Staff will continue to work with Niagara Regional Police on this safety initiative with enforcement strategies throughout Niagara region.

Criteria

No Provincially recommended technical criteria for the establishment of CSZs currently exists, other than locations where public safety is of special concern, such as in the vicinity of schools, day care centres, retirement homes or areas with high collision rates.

Regional Staff continue to review and evaluate strategically potential high priority locations of CSZs with coordination of enforcement with Niagara Regional Police.

Education and enforcement are key factors in the success of this initiative. Therefore, Transportation Services Staff recommended two (2) locations of CSZs to gain first-hand experience, and then based on that experience, future recommendations for additional CSZs will be formulated and brought back to Committee for further consideration.

Site Selection

Site selection includes locations that have safety concerns or complaints near sensitive areas such as schools, retirement homes and daycares.

Staff considered as part of the site selection the following to prioritize locations:

- Number of safety and speeding complaints at location.
- Percentage of students/families walking to/from school.
- Speeding study results and number of violations.

Area Municipalities share Staff's concern about public safety and also wish to implement CSZs on their roads. The Corporation of the Town of Niagara-on-the-Lake requested Niagara Region to implement a Community Safety Plan in St. Davids, specifically the intersection of Four Mile Creek Road and York Road, to address traffic and pedestrian safety issues around St. Davids Public School. Similarly, concerns have been raised over the last few years for the speeding in the neighbourhood of 20 Valley

School, from Niagara Student Transportation Services, residents and Niagara Region Public Health Staff. This area is also a preferred truck route in the Town of Lincoln.

Staff are targeting that the two (2) CSZs, outlined in Table 1, to commence Monday, September 16, 2019, (after school returns) to ensure the required communication material and education programs are in place during the first week of the school term.

Staff will conduct studies to evaluate CSZs to determine their effectiveness through data collection. Data collection studies consist of “before” and “after” speed and general regulation compliance surveys.

Table 1
Community Safety Zone locations on Regional Roads

Road	Section	Municipality	School
RR 81 (York Rd)	Queenston Rd to Concession 3 Rd	Town of Niagara-on-the-Lake	St. Davids Public School
RR 24 (Victoria Ave)	Frederick Ave to RR 81 (King St)	Town of Lincoln	Twenty Valley Public School

All Community Safety Zone designations are in effect 24 hours a day, seven (7) days per week. Location plans showing each location are attached to this report (See Appendices 1 and 2).

Education

To maximize the effectiveness of CSZs, being an unfamiliar new traffic safety management tool in Niagara region, it will be necessary to educate the public on their meaning, what it means to contravene a traffic regulation within such a zone, and how to identify a zone. Research has demonstrated that changes in traffic control and regulations require an extensive public education campaign in order to be effective.

Part of the overall review process, Regional Staff will coordinate with the District School Board of Niagara through Niagara Student Transportation Services and Public Health. Staff to identify potential routes to school and opportunities for safety improvements in an effort to encourage active and safe route to school.

The recommendations gathered from the ongoing public consultations will be taken into consideration as part of the overall school zone safety review process. Each time a CSZ is approved, Niagara Region will undertake the following education efforts:

- Have CSZ information brochures distributed, at least two weeks in advance of implementation, to places of public gathering within the newly designated CSZ.

- Prepare a media release explaining the size and location of the CSZ, the consequences associated with committing a violation in the CSZ, and the Niagara Regional Police's commitment to providing strict enforcement in these areas.
- The Community Relations Branch of the Niagara Regional Police will include CSZs in their presentations and appearances at local functions and assemblies.
- The Strategic Communications and Public Affairs Branch of the Niagara Region will ensure all communications and awareness programs are in place with the residents, and local Councillors to provide appropriate notice in advance of implementation.

Stakeholders Engagement

To establish a consistent uniform, set of designation criteria and a co-ordinated approach to the design and implementation of CSZs within Niagara Region, Staff in Transportation Services will establish a Cross-Niagara CSZ Working Group (CNCSZWG). Invitations will include all the local area Municipalities, Niagara Regional Police, Legal and Court Services, Public Health and District School Board of Niagara.

Relevant Consultation

This report has been written in consultation with Regional Staff from Legal and Court Services, Niagara Regional Police, Strategic Communications and Public Affairs, Public Health and the members of the Niagara Student Transportation Services.

Alternatives Reviewed

The Region has implemented various measures to address safety concerns within school zones, including the use of flashing lights, decreasing speed limits during school hours, monitoring, education and awareness.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

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Associate Director
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Public Works Department

Recommended by:

Catherine Habermehl
Acting Commissioner
Public Works Department

Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Appendices

Appendix 1	Details of Signage and Fines	7
Appendix 2	Map of Location 1 – Regional Road 81 (York Road)	9
Appendix 3	Map of Location 2 – Regional Road 24 (Victoria Avenue)	10

Subject: Vision Zero Road Safety Program

Report to: Public Works Committee

Report date: Tuesday, November 5, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to implement initiatives under the Vision Zero Road Safety Program; including Automated Speed Enforcement (ASE), Red Light Cameras (RLCs), and Community Safety Zones; subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Intermunicipal Agreement
2. That Regional Staff **BE AUTHORIZED** to initiate discussions with the Local Area Municipalities (LAMs) and amend the Niagara Region Courts Intermunicipal Agreement related to the Vision Zero Road Safety Program; and **DIRECTED** to report back to Council on the outcome of those discussions.
3. That the Vision Zero Road Safety Program **BE REFERRED** for consideration as part of the 2020 Budget Process.

Key Facts

- The purpose of the report is to seek Regional Council approval to adopt the Vision Zero Road Safety Program that strives to eliminate traffic fatalities and serious injuries on Niagara regional roads; while increasing safe, healthy, equitable mobility for all road users. An upcoming Niagara Road Safety Annual Report from 2013 – 2018 will be forthcoming in Q1 2020 which supports the need for the Vision Zero Road Safety Program.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding on Regional roads. Speeding is a primary crash factor and a leading road safety problem, often contributing to fatal crashes and serving as an aggravating factor in most crashes.
- A review of Niagara Region's collision data to-date shows that the total number of collisions are continuously increasing on Niagara regional roads. On average, collisions are increasing by 9 –10% per year.
- Vision Zero is a multi-national road traffic safety project that aims to achieve a road network with no fatalities or serious injuries involving road traffic.

- The implementation of the Vision Zero Road Safety Program will impact Regional Transportation, Business Licensing and Court Services Operating Budgets, which have been estimated at a gross cost of approximately \$5 – \$5.8 million per year dependant upon timing and duration of implementation. The costs are conservatively estimated to be fully recovered from fine infraction revenue, however this is dependant upon the ability of Niagara Region to recover its costs which would require an amendment to the Niagara Region Courts Intermunicipal Agreement net revenue sharing formula which is currently based on a 50/50 sharing between the Region and the LAMs. Therefore, negotiations with the LAMs are required.

Financial Considerations

Infractions issued under the Vision Zero Road Safety Program will be processed through Niagara Region Provincial Offences Court which is administered by Court Services. Under the current revenue sharing arrangement prescribed by the Niagara Region Courts Intermunicipal Agreement between the Region and the 12 local area municipalities (LAMs), 50% of net revenues are retained by Niagara Region and 50% of net revenues are shared with the LAMs.

Subject to Council approval, Staff will engage the LAMs to review the Niagara Region Courts Intermunicipal Agreement as it pertains to revenues from the Vision Zero Road Safety Program to ensure the program is fiscally sustainable to the Region. Currently, the revenue sharing formula provided in the Agreement would result in a negative cash flow unless significant increases in the number of tickets issued above the breakeven point noted below are realized.

Staff will report back to Committee/Council after consultation with the LAMs on the Niagara Region Courts Intermunicipal Agreement to ensure the program has long term financial sustainability to Niagara Region. It should be noted that the Vision Zero Road Safety Program will not proceed without an agreed upon formula that provides a positive cash flow to Niagara Region. It would be staff's recommendation that all infraction revenue in excess of all operating costs (Regional and Court Services) be to the benefit of the Region for potential reinvestment in the program, including consideration for local/municipal program elements.

Costs associated with administering the Vision Zero Road Safety Program will be incurred by other Regional departments in addition to Court Services. To obtain an annual break even (cost neutral) point before Intermunicipal cost sharing is considered, the following number of tickets will need to be issued under the program in the next three years:

Table 1 – Break-even Ticket Issuance

	2020	2021	2022
Number of Tickets Issued	31,000	32,500	27,000

This assumes a partial year operation in 2020 of the Vision Zero Road Safety Program (RLCs - six (6) months and ASE - nine (9) months). Subsequent years assume a full year operation of both RLCs and ASE. The field studies conducted in Q3 2019 indicated a number of speeding infractions within School Zones on Regional Roads in excess of 50,000 in support of a net positive cash flow for the Vision Zero Road Safety Program.

Transportation and Business Licensing Costs

Costs associated with administering the Vision Zero Road Safety Program include: equipment, ticket processing (Joint Processing Centre), MTO charges, consulting, staffing (2 FTEs) and administration estimated at approximately \$2.3 million per year. The anticipated cost for the partial 2020 year of operation of the program for Transportation and Business Licensing is \$1.7 million.

Court Services Costs

Costs associated with court administration, including processing tickets, prosecution, adjudication, and collection services associated with the Vision Zero Road Safety Program include: additional staffing (12 FTEs), call in (per diem) prosecutors, ticket processing charges, victim fine surcharges, and adjudication costs estimated at approximately \$2.7 – \$3.5 million per year. The anticipated cost of the partial 2020 year of operation of the program for Court Services is \$1.8 million. Note that the Court Services anticipated costs include a victim fine surcharge, which is a mandatory cost imposed for every ticket issued that is payable to the Province. This expense is anticipated to be between \$1 – \$1.4 million annualized.

The anticipated gross operating expenditure costs of the program from 2020 – 2022 are noted in Table 2 below (including victim fine surcharges). As mentioned previously, 2020 assumes six months of operation for RLCs and nine months of operation for ASE.

Table 2 – Three Year Operating Expense Budget Impacts (in millions)

	2020	2021	2022
Transportation and business licensing	\$ 1.7	\$ 2.3	\$ 2.3
Niagara Region Court Services	1.8	2.7	3.5
Total	\$ 3.5	\$ 5.0	\$ 5.8

Business cases will be included for consideration as part of the 2020 Operating Budget deliberations for Court Services as well as the Transportation and Business Licensing Divisions of Niagara Region on the Vision Zero Road Safety Program initiative.

Once the Region generates a positive cash flow from the Vision Zero Road Safety Program, the intent is to reinvest the Region's surplus, if any, in the expansion of the

program and/or investment in the infrastructure deficit subject to the annual budget decision of council.

Analysis

With the implementation of the objectives outlined in the approved the Transportation Master Plan (TMP) and in support of Council's 2019 – 2022 Strategic Priorities, this report presents Transportation Services' implementation strategy for the Vision Zero Road Safety Program through the recommendation of a set of extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Regional roads.

On average, approximately 2,650 collisions are reported annually on Niagara Regional roads between years 2013 – 2018, resulting in approximately 405 collisions annually categorized in fatal (personal and/or property damage). These injuries and deaths affect not only the victims and their families, but also impact healthcare, community, and social services. Many of these collisions can be prevented through strategic and effective road safety initiatives (Vision Zero Road Safety Program) that include: infrastructure planning and design changes; enforcement; and public education.

However, no loss of life as a result of traffic collisions is acceptable under the Vision Zero philosophy. The Vision Zero philosophy is a significant departure from the traditional approach to road safety. This transformative change will take several years to fully establish itself.

The Vision Zero Road Safety Program will draw solutions from the 5Es of engineering, enforcement, education, engagement and evaluation. The plan will focus the solutions on six (6) emphasis areas: pedestrians, cyclists, motorcyclists, school-aged children, older adults and aggressive and distracted driving. The Vision Zero Road Safety Program will focus on a set of the most effective actions including:

Speed management strategy: Higher speeds contribute to higher risk of serious injuries and fatalities by reducing driver reaction time, increasing the vehicle stopping distance, and inflicting more severe blunt force trauma on victims upon impact. The proposed speed management strategy is comprised of six integrated speed reduction tools aimed at mitigating risks associated with high speeds. These include: road design improvements, police partnership, deployment of speed signs, speed limit reductions, automated speed enforcement and public education.

Road design improvements: Geometric modifications to the design of the road are known to be one of the most effective ways of achieving the intended target speed for the context and improving road user behaviour. There will be a greater focus on this safety countermeasure, including integration of safety improvements, road realignments and enhanced road illumination.

Proactively addressing high-risk mid-block crossings: Mid-block crossings are prevalent with pedestrian collisions. Recommendations will be brought forward in staff reports on new traffic signals, pedestrian crossovers (PXOs) and enhanced signage.

Proactively addressing collisions at signalized intersection: angle collisions are high in Niagara Region. The implementation of Red Light Camera as a default safety feature will mitigate traffic fatalities and serious injuries.

Education and engagement plan: The overarching goals of the education and engagement component of the Vision Zero Road Safety Program are to inform and consult with the public, building support for infrastructure improvements, and instituting a shift in social norms and road user behaviour.

Next steps to initiate the work of the Vision Zero Road Safety Program will include: an analysis of statistic data collected on Regional Roads (collision data, speeds, volumes, classifications of vehicles); Regional Council priorities; and input from key road safety stakeholders and partner agencies including, local municipalities, Niagara Region Public Health, Niagara Regional Police, District School Board of Niagara (DSBN), Niagara Catholic District School Board (NCDSB) and Niagara Student Transportation Services.

Strategic Priorities

Alignment to Niagara Region Transportation Master Plan and Council's 2019-2022 Strategic Priorities

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

PW 35-2019 Automated Speed Enforcement – Safer School Zones Act
PW 36-2019 Red Light Camera
PW 38-2019 Community Safety Zones

Prepared by:

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Director, Transportation Services
Public Works Department

Recommended and Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer /
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This report was prepared in consultation with Brian McMahon, Program Financial Specialist, Sara Mota, Program Financial Specialist, Dan Ane, Manager Program Financial Support, Sulaf Alkarawi, Associate Director Transportation Planning and reviewed by Donna Gibbs, Director Legal Court Services and Helen Chamberlain, Director Financial Management and Planning / Deputy Treasurer.

Appendices

None.

Subject: Automated Speed Enforcement – Safer School Zones Act

Report to: Public Works Committee

Report date: Tuesday, July 9, 2019

Recommendations

1. That Regional Staff **BE AUTHORIZED** to partner with the Ministry of Transportation, the Ministry of the Attorney General, and other partnering Municipalities in the Ontario Traffic Council's (OTC) Automated Speed Enforcement (ASE) Working Group (WG) to set-up a consistent program for all Municipalities in which to operate ASE technology in Ontario, with a target date of Fall 2019 for Legislative Approval.
2. That Regional Staff **REPORT BACK** to Public Works Committee upon completion of the OTC working group review and RFP findings, on the award terms and conditions for the Province approved Vendor to supply, install, operate and maintain the ASE System throughout Niagara Regional roads, for a five-year period from 2019 to 2023 with the option to extend up to five additional years; including Transportation operating costs.

Key Facts

- Speeding is a primary crash factor and a leading road safety problem, often contributing to one-third of fatal crashes and serving as an aggravating factor in most crashes.
- In 2016, fatal and serious injury collisions on Niagara Regional roads increased by 9.31% over 2015 recorded statistics.
- The statistical analysis of 2016 ranked Niagara Region 20% higher in the number of collisions than similar jurisdictions within Ontario.
- There were approximately 2,648 traffic collisions on Niagara Regional roads in 2017, of which, approximately 17 collisions resulted in traffic fatalities and 324 in serious injuries.
- For many years, Niagara Regional Staff have been dealing with concerns raised by residents regarding speeding; in particular in school zones.
- Bill 65 – Safer School Zones Act, 2017 allows Municipalities, through by-law, to implement and operate technology-based enforcement in community safety zones and school zones on roads under their jurisdiction.

- Automated speed enforcement is complementary to traditional enforcement, focusing on school safety zones and community safety zones.
- The OTC has formed a multi-Municipal working group consisting of Municipalities across Ontario, the Ministry of Transportation Ontario and the Ministry of the Attorney General to develop and cost-share an ASE program for Municipalities throughout the Province.
- By participating in the Working Group Committee, Niagara Regional Staff will have the opportunity to ensure that the needs of Niagara Region will be incorporated in the ASE program and Staff will understand the requirements associated with implementing this new safety tool.

Financial Considerations

Initial funding of this safety initiative will be covered under the approved 2019 Transportation Services Operating Budget for the cost of partnership with the other Municipalities and OTC resources to discuss threshold speeds, site selection criteria, prosecuting issues, legal agreement, communications, joint processing centre requirements, RFP evaluation and other important program details.

Regional Staff will be finalizing and reporting back to the Public Works Committee details of implementation, operation and cost for further consideration. This will be jointly discussed and finalized with Legal and Court Services Staff and introduced as part of that upcoming report.

Analysis

On May 30, 2017, the Ontario Legislature passed Bill 65, the Safer School Zones Act that amended the Ontario Highway Traffic Act (HTA) to, among other things, authorize Municipalities to use ASE technology (known as photo radar) as a tool to address vehicle speed concerns and collision patterns involving speeding.

The Ministry of Transportation is currently preparing the necessary regulations to allow for the implementation of Bill 65. It is anticipated that these changes will be brought forward in Fall 2019, following which municipalities will be able to employ the use of the ASE in community safety and schools zones.

Bill 65 – Safer School Zones Act

Bill 65 amendments to the HTA permits Municipalities to utilize ASE in school zones and in community safety zones where the prescribed rate of speed is less than 80 km/h, and to reduce speed limits on roads with statutory speed limit of 50 km/h by designating areas (by by-law) where speed limits may be lower.

The Ministry of Transportation, in coordination with Ontario Traffic Council, the City of Toronto and 15 other Municipalities is currently developing the necessary regulatory changes to allow for the above.

Ontario Traffic Council (OTC)

The OTC mission statement is “OTC is the voice for enhancing the engineering, education and enforcement sectors of the traffic management sector in Ontario”. As part of their mandate, OTC organized the ASE Working Group that includes to date 15 Municipalities, the Ministry of Transportation and the Ministry of the Attorney General to discuss the development and implementation of ASE. Niagara Regional Staff aim to work in partnership with all parties in the working group to set-up a consistent program for Municipalities in which to operate ASE in Ontario.

A RFP for the supply, installation, operation and maintenance of ASE equipment was issued by the City of Toronto in April 2019. All participating Municipalities will be able to partake in the execution of the ASE contract. This process ensures the same equipment is used throughout the Province with cost savings associated with group purchasing. Similar to the red light camera program, the Ontario Highway Traffic Act would have to be amended to include the specific model of ASE equipment. Municipalities will only use the equipment specified in the Highway Traffic Act.

The ASE WG is also drafting guidelines for the use of temporary and permanent ASE equipment. The guidelines will include recommendations for where ASE should be used, not used and suggestions to help Municipalities optimize the use of the ASE. At this stage, the proposed ASE will be restricted to school zones and community safety zones only. ASE outside those areas are not anticipated at this time.

Provincial Offences Act Court Implications

Speeding infractions are handled by the Municipal Provincial Offences Act Courts pursuant to a Memorandum of Understanding with the Province. In some municipalities there is a concern that Automated Speed Enforcement may overwhelm the court system and that the Province will not be able to supply enough Justices of Peace for trials. This is not anticipated to be the case in Niagara Region.

To facilitate the prosecution of offences, a Joint Processing Centre will be introduced as the best model to ensure consistency and integrity in the operations of ASE. This process would allow Municipalities to share and reduce Municipal operating costs associated with processing infractions. The City of Toronto will establish the Joint Processing Centre for ASE infractions in the Province for all Municipal partners.

Details of Fall 2019 Report to Public Work Committee

To date, nine Municipalities are designated to introduce automated speed enforcement by December 1, 2019, namely, City of Toronto, City of Mississauga, City of Burlington, City of London, City of Brampton, City of Ottawa, Town of Ajax, Regional Municipality of Peel, Regional Municipality of Waterloo, and Regional Municipality of Durham to place 189 automated speed cameras. In total, sixty (60) cameras will be fully operational by December 2019.

With the approval of the Public Works Committee, this will also allow Niagara Region to be a partner of this program.

The Staff report will be prepared to provide an update to the Public Works Committee on:

- Information on how the automated speed enforcement program will be administered and operated throughout the Province
- Financial impact of the program for the proposed 2020 budget
- Results of the Request for Proposal (RFP) 9148-19-0048 for the provision of Automated Speed Enforcement Services in the Province issued by City of Toronto
- Request authority to award the contract to the recommended bidder
- Request authority to enter into operational agreements with Joint Processing Center and Ontario Ministry of Transportation
- Details of communication and education plan

Relevant Consultation

This report has been written in consultation with Staff from Legal and Court Services, Public Health, and the members of the Niagara Student Transportation Services, the Ontario Traffic Council and Steering Committee Automated Speed Enforcement Working Groups.

Alternatives Reviewed

Potential alternatives will be provided in a future report to the Public Works Committee once costs and implications are defined through the finalization of the evaluation and administration process.

Relationship to Council Strategic Priorities

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This

recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

Also, this is a step forward to adopting a Vision Zero Road Safety Plan in Niagara Region; helping to reduce aggressive driving and speeding in areas within Niagara Region that have higher concentrations of school children and families.

Other Pertinent Reports

None.

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Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, Brian McMahon, Program Financial Specialist and Donna Gibbs, Director Legal and Court Services.

Subject: Implementation of Automated Speed Enforcement

Report to: Public Works Committee

Report date: Tuesday, March 10, 2020

Recommendations

1. That Regional Council **AUTHORIZE** the use of automated speed enforcement (ASE) technology on Regional roads for a five-year contract term with an option to extend for an additional five (5) years;
2. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Transportation (the "MTO") of Ontario for the use of ASE technology by Niagara Region including the access and use of license plate registration information subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
3. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute an operating agreement with Redflex Traffic Systems (Canada) Limited to provide ASE service for five (5) years from date of award during the second quarter of 2020 to 2024 in the amount of an upset limit of \$950,000 (including 13% HST) with an option to renew on the sole discretion of the Commissioner of Public Works, and subject to budget approval, for one additional term of five (5) years subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement;
4. That the Commissioner of Public Works **BE AUTHORIZED** to negotiate, enter into and execute a partnering agreement with the City of Toronto for processing automated speed infractions at the Joint Processing Center subject to successful negotiations with the LAMs with respect to the Niagara Region Courts Inter-Municipal Agreement; and
5. That following implementation of recommendations 1-4, Regional Staff will review the implementation strategy, including technology assessment, safety and educational evaluation, impacts on the Region's Provincial Offences Courts, countermeasures, and budget and revenue to cover the five (5) year period of 2020-2024 and **REPORT BACK** to Council with an update late 2020.

Key Facts

- The Province enacted ASE Regulation #398/19 under the Highway Traffic Act on December 1, 2019, to enable Ontario Municipalities to administer an ASE program in their jurisdictions. Provincial Guidelines are provided to ensure transparency and for the purpose of promoting road safety while maintaining public trust.
- In July 2019, Regional Council authorized Staff to pursue the potential use of ASE 2019 to improve road safety and influence driver behaviour; please refer to PW 35-2019.
- ASE is the methodology which falls under Vision Zero Road Safety Program that was approved by Regional Council on November 14, 2019; please refer to PW 64-2019.
- The costs associated with the implementation of initiatives under the Vision Safety Program, including ASE, was referred for consideration as part of the 2020 Budget Process in accordance with the recommendations in PW 64-2019. Regional Council approved the associated budget, subject to successful negotiations with the LAMs of the Niagara Region Courts Inter-Municipal Agreement to ensure the program is financially sustainable.
- Niagara Region has one of the highest ratios of fatal collisions per 100,000 population among jurisdictions in Southern Ontario based on the latest Provincial statistics.
- Speeding has a direct impact on the consequences of any crash. Speeding also increases the frequency of crashes as the decision stopping distance increases proportionately with the travel speed.
- ASE systems are an important element in speed management and can be a very effective countermeasure to prevent speeding-related crashes.
- Regional staff propose to operate a combination of mobile and semi-fixed ASE units (quantity of four (4)) in school and community safety zones that were determined with maximum speeding violations during 2019.
- Regional staff will communicate the philosophy and strategy behind the ASE program with Niagara residents and tourists through a communication strategy. ASE is a tool which will enhance the capabilities of traffic law enforcement throughout Niagara region and will supplement, rather than replace, traffic stops by law enforcement officers.

- In order to operate ASE, Niagara Region must execute agreements with the Ministry of Transportation of Ontario (MTO), Redflex Traffic Systems (Canada) Limited and City of Toronto to use automated speed enforcement technology.
- Regional staff have been participating in an inter-municipal working group that was initiated by the Ontario Traffic Council (OTC) in an effort to establish common operating principles for ASE across the Province. Some of the issues under discussion include: i) criteria for site selection; ii) fixed location vs. mobile enforcement; iii) days and hours of operations iv) common definitions of school and community safety zone; v) evaluation of the regime; vi) operating guidelines; and vii) expected impacts to court services.
- Niagara Region designated two Community Safety Zones in September 2019 at:
 - Regional Road 81 (York Road) from Queenston Road to Concession 3 Road in the Town of Niagara-on-the-Lake, St. Davids Public School; and
 - Regional Road 24 (Victoria Avenue) from Frederick Avenue to Regional Road 81 (King Street) in the Town of Lincoln, Twenty Valley Public Schools.
- A staff report is coming forward in Q2 2020 to assign additional community safety zones on Regional roads that can receive ASE deployment.
- Staff have begun discussions with the Local Area Municipalities regarding the Niagara Region Court Inter Municipal Agreement with the first meeting taking place on February 21, 2020 with the Local Area Treasurers. At this meeting a combined presentation with Transportation, Public Works and Finance, Corporate Services did receive general support around the Vision Zero Safety program related to the amendments regarding cost sharing between the Region and Municipalities.

Financial Considerations

In order to successfully implement the ASE program, Transportation and Court Services will require increased capacity and resources based on the projected number of charges expected to be issued with the proposed recommendation of four (4) cameras initially. These cameras will be distributed across Regional schools and Community Safety Zones during 2020. Fine revenue is expected to make the ASE program fully cost recoverable, subject to successful amendment of the Niagara Region Courts Inter-Municipal Agreement with the LAMs.

The most significant costs to operate an Automated Speed Enforcement program include:

1. Cost to design, supply, install, operate and maintain the equipment payable to Redflex Traffic Systems (Canada) Limited: The total estimated Vendor cost for an initial five-year contract term is \$856,000 including 1.76% non-refundable HST to operate four (4) ASE units, a combination of mobile and semi-fixed, that will be rotated in school and Community Safety Zones. The annual operating cost associated with the supply of each ASE unit is estimated to be \$33,100 (including 1.76% non-refundable HST), or \$132,400 total for four units. Costs also include one-time capital costs for camera set-up included in the 2020 capital budget.
2. Cost to access MTO vehicle ownership database, payable to MTO: The Province charges a per-transaction fee every time that their vehicle ownership database is accessed by the Joint Processing Centre. These fees are invoiced directly to the municipality on a quarterly basis. The MTO fee will be approximately \$1.06 per transaction; with the total cost varying depending on the number of charges that are issued.
3. Cost to manage the Joint Processing Centre, payable to the City of Toronto: The City of Toronto will operate an Automated Speed Enforcement – Joint Processing Centre on behalf of all participating municipalities. City of Toronto Processing Centre Staff will review the images from each site and determine whether or not a charge can be laid. The City of Toronto will chargeback each municipality on a cost-recovery basis. The chargeback will include both a portion of fixed costs (for the facility, equipment etc.) and a per-transaction cost. The estimated charge per unit fee will be \$12.50.
4. Niagara Region Court costs: To process, prosecute and collect the fines resulting from charges issued pursuant to ASE. The registered owner of the vehicle can choose one of two options on how to proceed with the ASE ticket:
 - In most cases, the registered owner pays the fine with no contest
 - In other cases, the vehicle owner can choose an “early resolution” dispute process or can also request a trial

Records from other Municipalities operating a Red Light Camera (RLC) program prove that 80% of issued tickets will be paid without contest.

To manage the increased ticket volumes for Court Services when the initiatives are fully operational, 12 permanent, full-time FTEs will be required for the Vision Zero Program as a whole (including both RLC and ASE). This includes one prosecution co-ordinator, nine court clerks, and two trial co-ordinators. The costs associated with additional staffing for the Vision Zero Program have been allocated between both RLC and ASE and are dependent on ticket volume for both initiatives. It is anticipated that more staffing support will be required for ASE due to a higher estimated ticket volume than RLC. For the purposes of the approved business case included in the 2020 budget (see Appendix 4), the cost of nine court clerks and one trial co-ordinator have been allocated to the ASE program. The cost of one trial co-ordinator and one prosecution co-ordinator have been allocated to the RLC program.

5. Transportation Services Division: The Division leads the planning and delivery of the program throughout Niagara Region; including the costs associated with program administration responsibilities, implementation, planning, communications, guidelines, consultant evaluation, coordination, and management with all parties and stakeholders. Staffing costs to manage the program include two permanent full-time project managers and one student for the Vision Zero program as a whole. This would include one project manager and one student to oversee the ASE program and one project manager overseeing the RLC program.
6. Business Licensing Unit: Accepting the delivery of Provincial Offences Tickets from the Toronto Joint Processing Center, verifying that the ticket matches the certificate of control and personal delivery of the package to Niagara Region Court.

A detailed breakdown of the program budget was included in the 2020 Operating Budget and endorsed by Regional Council on December 12, 2019.

See Appendix 4 for the program budget breakdown for the Vision Zero Program (including both the RLC and ASE initiatives) as presented and approved in the 2020 Operating Budget.

It is important to note that the Vision Zero Program will not proceed and no costs will be incurred under this program unless an agreement can be reached with the LAMs and the Inter-Municipal Agreement is successfully amended with respect to the share of revenues and operational costs, and therefore, no net revenue from this program has been included in the 2020 operating budget. The business case was prepared on the assumptions the RLC program would be operational for six months in 2020 and the ASE program would be operational for nine months in 2020. Timing of actual operation

of both the RLC and ASE initiatives is dependent on the timing of the successful negotiation of the Intermunicipal Agreement with the LAMs.

Fines Breakdown

The in court fines for speeding in Ontario are prescribed in Section 128(14) of the Highway Traffic Act are as follows:

Every person who contravenes this section or any by-law or regulation made under this section is guilty of an offence and on conviction is liable, where the rate of speed at which the motor vehicle was driven,

- a) is less than 20 kilometres per hour over the speed limit, to a fine of \$3 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- b) is 20 kilometres per hour or more but less than 30 kilometres per hour over the speed limit, to a fine of \$4.50 for each kilometre per hour that the motor vehicle was driven over the speed limit;
- c) is 30 kilometres per hour or more but less than 50 kilometres per hour over the speed limit, to a fine of \$7 for each kilometre per hour that the motor vehicle was driven over the speed limit; and,

Please note that fines in Community Safety Zones and Construction Zones are doubled.

Analysis

The City of Toronto, on behalf of participating municipalities, awarded Redflex Traffic Systems to provide the service of automated speed enforcement to the province of Ontario

In May 2019, the City of Toronto issued a Request for Proposal No. 9148-19-0048 on behalf of all municipalities for the provision of ASE services. The vendor is required to supply, install, operate, maintain and test new ASE systems at various sites identified by the municipalities.

The City of Toronto awarded the contract to Redflex Traffic Systems (Canada) Limited, the highest scoring proponent identified in the evaluation process that met the requirements as set out in the Request for Proposal. Redflex Traffic Systems will be responsible for the supply, installation, operation, maintenance and decommissioning of

an automated speed enforcement system and maintenance of ASE image processing services.

This process ensures the same equipment is used throughout the Province and provides cost savings associated with group purchasing. Award of this Request for Proposal is a crucial step as the specific model of ASE equipment selected is prescribed in the Highway Traffic Act regulation. Niagara Region's participation aligns with co-operative purchasing provisions set out in Niagara Region's Purchasing Bylaw.

To promote safety in high-risk areas along Regional roads and assess impacts on Court system, Regional Staff propose to operate a combination of mobile and semi-fixed units with specified hours of operations to adhere to Niagara Regional Court capacity

Regional staff propose to operate a combination of mobile and semi-fixed units (quantity of four (4)) on Regional roads, during the second quarter of 2020. This will allow staff to quantify the number of charges and rate at which these charges are disputed. This opportunity will also allow Staff to evaluate the technology and service provided by the Vendor. Staff will report preliminary findings to Council late 2020.

Regional staff will rotate the units among school and community safety zones throughout proposed locations during 2020 with additional locations to be identified for 2021. This scenario allows for maximizing coverage across Niagara region and will help create broader awareness of ASE to familiarize motorists with the technology and the system.

Agreements with Ministry of Transportation Ontario, Redflex Traffic Systems and City of Toronto are required to operate an automated speed enforcement program

To operate an ASE program, Niagara Region is required to enter into necessary agreements with the following:

- Ministry of Transportation Ontario - an operational agreement for the use of automated speed enforcement on Regional roads and access to license plate registry information.
- Redflex Traffic Systems (Canada) Limited - for the supply, installation, operation and maintenance of the ASE units within Niagara Region.

- City of Toronto - for the operation and cost-sharing of the joint processing centre, which issues the Certificate of Offence. The City of Toronto will operate an ASE joint processing centre on behalf of partnering municipalities. The ASE joint processing centre will employ Provincial Offences Officers, designated by the province, to issue charges captured by the cameras, as well as additional support staff for site selection, investigation, contract management and record management. Operating costs for the ASE joint processing centre will be cost-shared by partnering municipalities.

As authorized by Regional Council pursuant to PW 64-2019, and the subsequent budget approval for the Vision Zero Road Safety Initiatives (including ASE), staff are in the process of initiating discussions with the LAMs to pursue an amendment to the Niagara Region Courts Inter-Municipal Agreement, which is a necessary first step in order for the program to be financially sustainable. The implementation of the ASE program, as indicated in the recommendations of this report and PW 64-2019, is subject to the successful completion of negotiations with the LAMs with respect to Niagara Region Courts Inter-Municipal Agreement (which will be the subject of a future report to Council to advise as to the outcome of the discussions and seek approval to execute an amendment to the Inter-Municipal Agreement as necessary).

Site Selection Process

The selection of the specific sites is determined using a data-driven approach which involves a thorough analysis of different components including speed, school type, daily volume, percent of sidewalk, boulevard, playground, parks and recreational centres, the number of students walking or crossing Regional roads, and collision data. The criteria for prioritizing and selecting sites was developed through the ASE Municipal Working Group and incorporated best practices as outlined by the National Highway Traffic Safety Administration's (NHTSA) operational guidelines for Speed Enforcement Camera Systems, and lessons learned from other jurisdictions in North America.

Niagara Region site selection methodology was developed using the above criteria in conjunction with Niagara Region's geographic information system (GIS) data, traffic data, and on-site visits by Regional Staff members. Traffic data such as annual average daily traffic (AADT) counts and proposed infractions of speeding violations were provided by a consultant, Pyramid Traffic Incorporation. The Niagara Student Transportation Services provided an approximate number of students travelling to schools from neighbouring area walking or crossing Regional roads.

Appendix 3 includes site locations for the launch and implementation of Automated Speed Enforcement during 2020 based on the criteria outlined above.

An education campaign will be launched to create safety awareness of automated speed enforcement throughout Niagara Region on Regional roads

Regional staff will create a communication plan utilizing different methods to advertise the use of ASE in school and community safety zones on Regional roads. The communication plan will include the following tactics to effectively reach residents and motorists:

- Ontario Traffic Council- Automated Speed Enforcement communications campaign: that includes a site that will act as a “hub” for individuals looking for more information on ASE in Ontario.
- A 90-day warning period in advance of ASE system activation and each new municipal ASE camera deployment that includes advance warning sign as per below detail.
- Social media posts (Facebook, Twitter, Instagram).
- Website content about the program (niagararegion.ca) supported by Local Area Municipalities websites.
- On-Street Regulatory Signage as per below detail.
- Other tactics to be determined as the plan is developed.

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(60 x 75) cm

Local Impact

Regional staff have been in dialogue with a number of the LAMs to understand how they can participate in road safety initiatives including ASE and RLC in their jurisdictions. Niagara Region will launch and lead different road safety regimes as part of Vision Zero Road Safety initiatives and consult with the LAMs on possible future implementation of ASE equipments once the program has been operational and evaluated for performance.

Staff report PW 46-2019 recommended that Staff initiate discussions with the LAMs to pursue an amendment to the Intermunicipal Agreement to ensure financial sustainability for the successful operation and durability of the overall Vision Zero Road Safety Program. This operational model will benefit Niagara Region and Local Area Municipalities by ensuring a holistic approach, minimizing cost and allowing for the collection of revenue to offset operating costs.

More recently, the Province has issued guidelines that provide that Municipal revenue, collected under any Municipal ASE program, that exceeds the cost of delivering ASE program is to be used to support local public safety and educational initiatives. Accordingly, Parliamentary Assistant to the Minister of Transportation will be conducting a 180-day review to ensure the ASE program is operating as intended by meeting the objective of transparently improving road safety while maintaining public trust.

The review will be conducted by a specialized consultant on behalf of participating municipalities. The Hospital for Sick Children has been selected jointly to provide:

1. Feedback on the ASE site selection process across the province;
2. Short and long term ASE effectiveness in reducing vehicle speed and improving road safety; and
3. Feedback throughout two years post implementation and program evaluation as requested by the province.

Relevant Consultation

This report has been written in consultation with staff from Legal and Court Services, and Finance.

In addition, Public Health, School Board and Niagara Regional Police Services all are supportive of moving forward with this initiative and all share the same concerns around road safety as presented in this report.

Alternatives Reviewed

In addition, Regional staff have implemented a number of other supporting safety initiatives throughout Niagara Region:

- Installation of flashing beacons and decreasing speed limits in school zones.
- Enhanced pavement markings and signage.
- "Speed Display Trailer" mobile unit that is prioritized among Regional roads to educate motorist on their speed.
- Implementation of PXOs at different Regional road locations.
- In-service road safety reviews to reduce collision frequency and severity.

Relationship to Council Strategic Priorities

Implementing automated speed enforcement supports the 2019 to 2022 Strategic Plan and aligns with Transportation Master Plan TMP Vision 2041

Regional Council adopted Niagara Region Strategic Plan 2019-2022 with the vision statement of striving to achieve a prosperous, safe and inclusive community that embraces our natural spaces and promotes holistic wellbeing and quality of life. This project will address Niagara Region's commitment to the safe system approach, by recommending extensive, proactive and targeted initiatives, informed by data and aimed at eliminating serious injury and fatalities on Niagara Regional roads.

Alignment to Niagara Region Transportation Master Plan

Niagara Region is undergoing significant change and by 2041 will have grown and evolved on economic, demographic, social and technological fronts. This recommendation will support growth and enhance Niagara globally by promoting an integrated network of roads and highways for the safe movement of people and goods.

This recommendation is part of Transportation's Vision Zero Road Safety Program that is critical in building a safe and inclusive community. It is a philosophy of significant

departure from the traditional approach of road safety by providing a transportation network with safer walking, cycling, and motor vehicle routes.

Automated Speed Enforcement (ASE) is a modern system designed to work in tandem with other road safety measures, like engineering and education initiatives, to help improve safety for people of all ages by increasing speed compliance, altering driver behaviour and increasing public awareness about the critical need to slow down. The system is applied evenly and consistently to all motorists and is not biased towards or against any sector of the population to ensure equity and prioritizing vulnerable road users.

Other Pertinent Reports

PW 64-2019, Vision Zero Road Safety Program, November 5, 2019

PW 35-2019, Automated Speed Enforcement – Safer School Zones, July 9, 2019

Prepared by:

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Associate Director, Transportation Planning
Public Works Department

Recommended and Submitted by:

Ron Tripp, P.Eng.
Acting Chief Administrative Officer /
Commissioner Public Works Department

This report was prepared in consultation with Carolyn Ryall, Director Transportation Services, and reviewed by Donna Gibbs, Director Legal and Court Services and Dan Ane, Manager Program Financial Support.

Appendices

Appendix 1 Provincial Guidelines provided by Ministry of Transportation

Appendix 2	Ontario Regulation 398/19 under Highway Traffic Act Automated Speed Enforcement
Appendix 3	Site locations for the launch and implementation of Automated Speed Enforcement during 2020
Appendix 4	Vision Zero Road Safety Program Costing

Vision Zero Road Safety Update

Carolyn Ryall, Director, Transportation Services Division

Beth Brens, Acting Associate Director, Financial Reporting and Analysis

Agenda

- Vision Zero Road Safety Program Overview
- Courts Inter-municipal Agreement (IMA)
 - Vision Zero Terms
 - Financial Overview
- Next Steps for Launch

Vision Zero Road Safety Program Overview

Community Safety Zones (CSZs)



- To modify driver behaviour and improve safety on certain sections of road, particularly vulnerable road users like children and seniors
- Implemented at thirteen (13) locations in Niagara Region since September 2019, under Bill 26 - An Act to promote public safety

Automated Speed Enforcement (ASE)

- ASE Launched in December 2019 by the Province
- Four (4) ASE units will be rotated among the thirteen (13) Approved Community Safety Zones
- Revenues collected under any Municipal ASE program are to be used to support local public safety and educational initiatives



Benefits of ASE:

- Increase safety
- Reduce speed
- Positive change in driver behaviour
- Free up police resources
- Increase driver awareness



ASE in Ontario Municipalities

Currently

Municipality	Cameras	Charge Volumes
Toronto	50	280,000
Ottawa	8	90,000
Durham	4	50,000
Brampton	50	30,000
Peel	1	5,000
Hamilton	2	21,000
York	1	15,000
Mississauga	2	15,000
Waterloo	1	5,000
Pickering	2	5,000
London	2	6,000
Total	123	522,000

In process

Municipality	Cameras ordered
Mississauga	15
Ottawa	20
Oakville	14
Hamilton	8

Red Light Camera (RLCs)

- Introduced in the Province in 2000, since then the cameras are proven to reduce right angle collisions by 25%
- The cameras are proven to be an effective means to reduce the incidences of red light infractions making streets safer for all users
- Ten (10) RLCs will be implemented across Niagara Region



Other Vision Zero Initiatives

- Extension of Program:
 - Strategically expanding automated enforcement (ASE & RLC)
 - Intersection Improvements
 - Geometrics/Roads
 - Signage and Pavement Markings
 - Mid-block Crossings (PXOs)
 - Street Lighting
 - Complete Street
 - Traffic Calming
 - Public outreach/education platforms



Proposed Revisions to the Niagara Region Courts Inter-Municipal Agreement (IMA)

Why We are Here Today

- Seeking unanimous support from all 12 LAM Councils for changes to the Niagara Region Courts Inter-Municipal Agreement to:
 - Recognize the Vision Zero Road Safety Initiative
 - To include that the Region will lead the implementation, operation, oversight and ensure legislative compliance of the Vision Zero Initiative as a traffic safety initiative in the Region
 - Allow for funds, net of court program costs, related to the Vision Zero Initiative to cover the upfront and annual investment by the Region for the implementation, operation, oversight, legislative compliance
 - Any revenue above this to be split 50/50 among the Region & LAMs targeting road safety initiatives

Why We are Here Today Cont'd

- Current agreement does not identify Vision Zero
- Current agreement does not contemplate the Province's guidelines for Automated Enforcement
- Risk of Implementation assumed by Region
- Opportunities Underway by Region

Financial Overview

- Total Cost of the Program
- Impact on the Tax Levy
- Risks/Opportunities

Financial Costs – 2020 Operating Business Case

Based on First Full Year of Operation

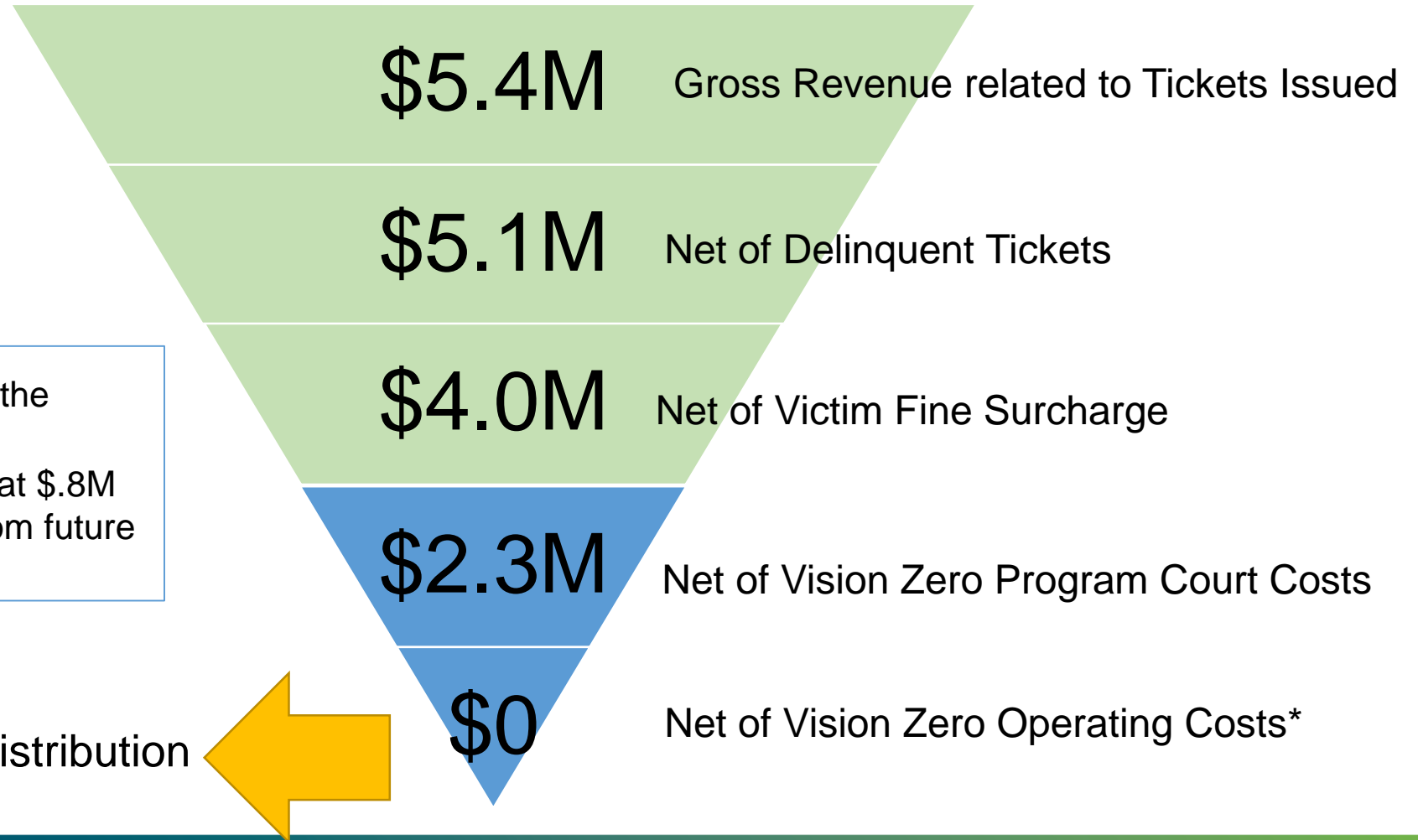
	Estimated Revenue (Expense)
<i>in millions</i>	
Revenue	5.40
Less: Delinquent Fines	(0.30)
Less: VFS	(1.10)
VZ Revenue	4.00
Less: Courts VZ Program Costs	(1.70)
Net Revenue after Courts VZ Program Costs	2.30
Less: Regional VZ Costs*	(2.30)
Net Revenue	-

*Includes Transportation & Business Licensing

Assumptions	Red Light Cameras	Automated Speed Enforcement	Total
# of Cameras	10	4	14
# of Charges annually to breakeven	5,000	27,507	32,507

Total Costs estimated to be \$4M in the First Full Year of Operations

First Full Year – Operating Breakeven of 32,500 Tickets Issued



*in addition to operating costs the Region estimates Vision Zero implementation (capital) costs at \$.8M which will need to be repaid from future years VZ revenue

No funds remaining for distribution

Risks & Opportunities

- Risks

- Unknowns around number of tickets that will be issued, challenged and/or not paid (requiring collection efforts)
- Court trial time capacity
- If less ticket revenue collected than expenditures incurred
 - Regional funding to be used to offset in year and repaid from future years VZ net revenue prior to future years VZ revenue distribution
 - No impact to LAM non-VZ revenue distribution

- Opportunities

- Improves Road Safety
- Regional staff will phase court services staffing levels based on ticket volume experience
- If more ticket revenue collected than expenditures incurred
 - Net VZ revenue will be distributed based on assessment - 50% to Region/50% to LAMs

Next Steps

- LAM Council Approvals for revisions to Amending IMA
 - December 2021 – January 2022
- Regional Council update on finalized amending IMA (pending approval by all LAMS) – February 2022
- Regional Council update on execution of vendor agreements (pending approval and execution of amending IMA by all LAMS) – February / March 2022
- Go Live – Q2 2022

Questions?

Subject: Friendship Trail Standard Crossing & Signage

To: Council

From: Public Works Department

Report Number: 2022-16

Meeting Date: January 25, 2022

Recommendation:

That Public Works Department Report 2022-16 be received;

That Council approve the new crossing standard as shown in Exhibit-A, in Appendix A to Public Works Department Report 2022-16;

That Council approve the new configuration for existing wigwag trail crossing as shown in Exhibit-B, in Appendix A to Public Works Department Report 2022-16; and

That Council approve the installation of a new signage board and wayfinding at each crossing of the Friendship Trail as shown in Exhibit-C, in Appendix A to Public Works Department Report 2022-16.

Purpose:

The purpose of this report is to investigate and recommend safety requirements, wayfinding, and improved esthetics on the Friendship Trail crossings according to current design guidelines and best practices, including:

- Providing measures to improve the sight distance visibility of approaching vehicles, pedestrians, and cyclist,
- Providing better accessibility in compliance with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA),
- Providing new signage that reinforces attention to “Stop-Look-Listen” before crossing street crossings.
- Incorporate new Great Lakes Waterfront Trail and Trans Canada Trail logos into proposed signage for wayfinding capability
- Deter motorized vehicles from using the trail including ATV and other motorized vehicles

- Review parking availability and provide recommendations for Trail access
 - Review Emergency Management Services (EMS) requirements of installing mile markers.
-

Background:

The Friendship Trail is part of the Greater Niagara Circle Route. This Trails System has over 140 kilometres of off-road, paved, multi-use trail suitable for walking, cycling or rollerblading. The City designated the Friendship Trail as part of the provincially significant 3600 km Great Lakes Waterfront Trail and as part of the national Trans Canada Trail.

The Port Colborne Friendship Trail rural portion begins at Holloway Bay Road running parallel to the north shore of Lake Erie for 10 kilometres. The picturesque trail is 3 metres wide and passes through lush farmland, quaint villages, pristine watersheds, and quiet residential areas.

Port Colborne Friendship Trail receives many varied users from leisurely riders to groups and tours of up to 60 bikers. Various groups and clubs organize tours to showcase the trail and surrounding community such as Ontario By Bike and the Niagara Freewheelers. The Friendship trail serves as an important link, bringing many riders to Port Colborne while connecting them to the Town of Fort Erie to the east and Wainfleet to the west.

In May 2021, staff were directed to investigate a standard crossing design to be applied where rural roads meet the Friendship Trail. The extent of the review included 13 crossings from rural trail crossings of Lorraine Road to Holloway Bay Road, as well as the urban area including Mitchell Street to Fares Street.

Discussion:

The proposed design emphasises the need for consistency, accessibility, wayfinding and emergency access throughout the rural trail system. Many of the ideas presented and shared in this report are derived from visiting and understanding other local trail systems in neighbouring municipalities, including the Town of Fort Erie. The purpose of capturing the similarities along the Friendship Trail was to provide emphasis on a continuous system, with a focus on the 'Port Colborne' identity.

The standard trail crossing design involved several stakeholders including local cycling groups, the Transportation Advisory Committee, Joint Accessibility Advisory Committee and City of Port Colborne staff including the Parks, Operations and Engineering divisions. The proposed standard crossing design features are summarized in Appendix B to this report.

Appendix B includes a listing of both newly proposed features and existing features. Current features include metal bollards, painted piano keys and stop signs. The proposed standard trail crossing design provides reference for level of service to support annual operational maintenance on the trail and enhance safety and efficiency.

The new features focus on standardization of the trail crossings and include painted directional arrows, visual diamond and lane setback approaching the crossing. See Exhibit A – Proposed Configuration for Standard Trail Crossing.

According to the Traffic Association of Canada Manual, Bicycle Integrated Design, where pathways experience high bidirectional volumes or operational challenges such as sight distance constraints, directional dividing line pavement markings can help clarify the operating space allocated to users travelling in opposite directions.

As a result of consulting with stakeholders, the inclusion and placement of mile markers was of significant importance. Thus, the proposed design would install mile marker tags, directing users to the nearest east and west crossing with a distance for wayfinding and emergency reporting.

Standard Crossing - Signage

This standard emphasizes the consistency of placement and height for the regulatory and information signs. During the crossing review, Staff identified a lack of consistency for signage type and placement. Currently, the Friendship Trail contains a variance of signs including clusters of signs, differing in placement and size, as well as inconsistency in pavement marking, stop sign placement and pole height. This finding was consistent with the Niagara Freewheelers, who noted a lack of signage, especially for identifying an area when emergency services are needed.

As a result, the proposed standard design proposes new signage at each crossing along the rural portion of the Friendship Trail. The signage will incorporate most or all of the existing information on individual signs currently in place into one larger all-encompassing sign.

Branding and Sign Features

With the installation of a sign located at each rural road crossing, all users will be informed of the requirements while using the Friendship Trail within Port Colborne, no matter the location where users access the trail. The areas of focus for the new sign will include Trail Etiquette, Regulations, Discover Port Colborne, map area and, Stop Sign with “Stop at all Road Crossings”. One double sided sign would be placed at each crossing. The signage would be installed as part of the Port Colborne Trail Standard. See Exhibit C – Proposed New Signage.

The new signs would also encompass QR codes for scanning, which can be updated or changed based on the requirements or suggestions from City staff. Some considerations could be local music, parking and washroom facilities, local restaurant specials, native plant identification along the trail or City of Port Colborne history.

In addition, wayfinding trail markers will be added to the remote trail sections to inform riders of their location. This will be an important feature should an emergency arise. It is anticipated that the proposed standard crossing and specific measures proposed, including new signage, will increase accessibility, safety, and emergency access for all users of the trail.

In December 2021, staff were contacted by the Waterfront Regeneration Trust to inform the City of a grant in the amount of \$5,000. The purpose of the grant is to put towards covering the cost of revising the artwork for the Great Lakes Waterfront Trail to include new logos for the Trans Canada Trail and Greater Niagara Circle Route.

City Staff are also working with a design team to re-design all City signage to incorporate the City's new branding that was adopted in January 2020. This re-design will also include all trail signage, including the Friendship Trail. Once the concept of the Proposed New Signage in [Exhibit C](#) is approved, it will be provided to the design team to design the final sign ensuring brand guidelines are adhered to, including accessibility (AODA) guidelines. The concept approved for the Friendship Trail would also be applied to all trails across the City to ensure consistency for both branding purposes and trail users.

Sight Distance at Trail Crossings

Staff and stakeholders also cited the issue of visibility at trail crossings. The Transportation Association of Canada, Bicycle Integrated Design identifies a minimum sight distance for multi-use path crossing at the following distances.

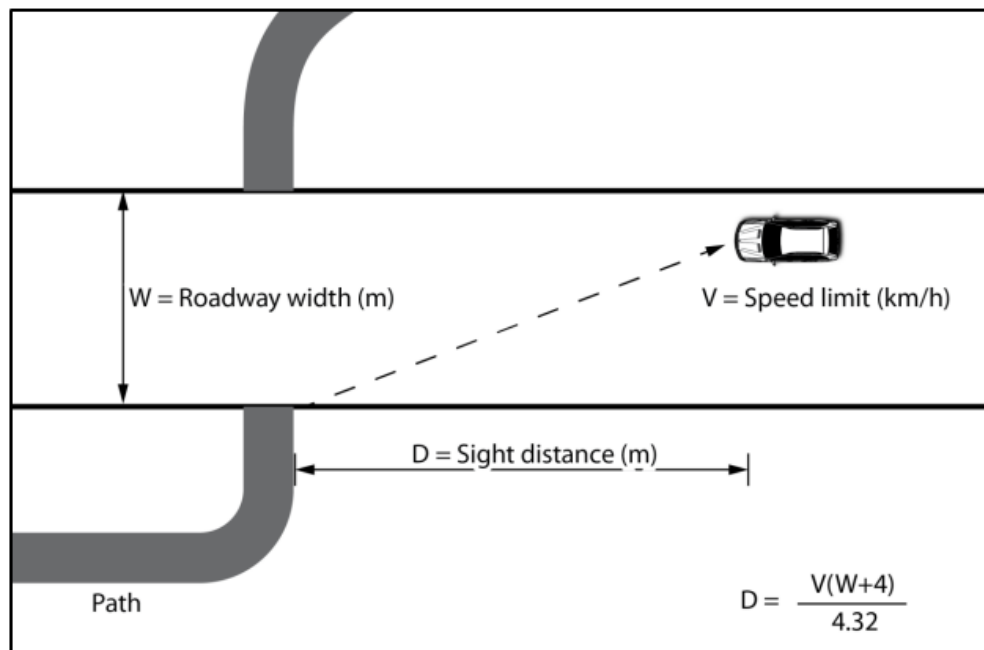


Figure 5.6.12 Minimum Sight Distance for Multi-Use Path Crossing

Table 5.6.1 Minimum Sight Distance for Multi-Use Path Crossing

Minimum Sight Distance (D) to Approaching Vehicle (m)				
Width of Roadway – W (m)	Roadway Design Speed (km/h)			
	50	60	70	80
7.0	130	150	180	200
10.5	170	200	230	270
14.0	210	250	290	330
17.5	250	300	350	400
21.0	290	350	410	460

Notes: Values for other roadway widths and/or design speeds may be derived from the formula in Figure 5.6.1

The Friendship Trail crosses 14 rural roads that are posted at a maximum of 60 km/hr. Field investigation confirmed that the sight distance requirements were met at 150 metres.

Staff recommends a maintenance standard 2-metre clear of bush and vegetation from the edge of pavement to maintain the sight distance requirement.

Proposed Standard Crossing - Wigwags

The wigwag gates are currently found at three locations along the rural Friendship Trail, including Pinecrest Road, Empire Road and Lorraine Road. The initial intention of the wigwags, according to Staff understanding, was to be able to slow riders through the crossing, but this presents challenges for users with accessibility needs, non-experienced cyclists, and the elderly.

The wigwag gate structures have received numerous criticisms from a variety of bicycle users. In August 2021, a group of 38 cyclists known as the Niagara Freewheelers offered to share their experience as they passed through the Port Colborne Friendship Trail. The group describes the trail as having significant safety concerns, primarily in relation to the various types of barriers. The mechanisms that caused most of the frustration are the swing gates that cross two thirds of the trail leaving cyclists about two feet of space to pass.

The Ontario By Bike Tour guides also shared feedback about their dissatisfaction of these gate structures where cyclists were required to dismount to safely get through. The wigwags at Empire and Lorraine Road crossing are far too close together to meet user safety and accessibility requirements. This similar feedback was echoed by local cyclists including Linda Hamilton.

Ms. Hamilton has a custom-made tricycle where the turning radius is much less than a typical bicycle, see image on the right. As a result, Ms. Hamilton is unable to maintain a course on the paved portion of the path as she maneuvers through the wigwag.



Staff have raised concerns about these structures as it relates to the Accessibility for Ontarians with Disabilities Act. In addition, according to the Ontario Traffic Manual (2016), pedestrian crossings shall provide a continuous and clear path across the vehicular route. An accessible path must be barrier-free and designed to address a range of capabilities as exhibited by the individuals that might use them.

It is challenging for staff to understand proper installation requirements, as wigwags are not a manufactured device for slowing down cyclists or trail users. The metal design of the wigwag gates is dangerous for those who collide with the barrier. These devices are not found in other areas throughout the Greater Niagara Circle Route and appear to be unique to Port Colborne.

Staff rode through the wigwags and felt the proximity of the wigwags near the road causes riders to shift their focus on maneuvering through the barrier instead of focusing on the traffic at the intersection.

If Council directs staff to keep the existing wigwags at the current crossings (Option 2 below), staff are recommending a shift in the distance of the wigwag on Empire Road and Lorraine Road to a minimum of 3 metres apart. *See Exhibit B – Proposed Configuration for Wigwag Trail Crossing.*

The 3-metre distance was determined based on a trial and error from staff riding through with a bicycle pulling a bicycle trailer. This distance appeared to safely allow users to successfully maneuver through. However, this distance may not encompass all trail riders with accessibility issues, such as custom bicycles, tricycles, or tandem bicycles.

Staff are also recommending that visual reflectors be installed on all wigwags. Staff have proposed to adjust the setback distance of the wigwags further from the road.

Wigwag History on Friendship Trail

In 2021, Council approved a budget item for the installation of wigwags in the amount of \$82,360. This amount was for each road crossing to assist with the implementation to slow down biking traffic crossing the roads at each crossing.

After consultations with stakeholders and technical analysis, staff have concluded that there are other means of slowing down bicycle traffic, as outlined in the proposed standard crossing design.

Staff are proposing the following options regarding the wigwags:

Option 1 – Bollard without wigwag gates (Remove wigwags at 3 locations)

Option 2 – Bollard with modified wigwag gates (Adjust existing wigwags)
(Adjust spacing to 3 metres apart with 11 metre setbacks from edge of road. Shown in Exhibit B of Appendix A)

Option 3 – Bollard with wigwag gates (Install additional wigwags at crossings)

All options can be revisited on an annual basis by staff and report back if necessary. If Council directs staff to install additional wigwags, the proposed standard will encompass all the same elements of the proposed crossing, as well as the wigwags setback.

Friendship Trail Parking

Staff reviewed parking requirements for the Friendship Trail from Holloway Bay Road to Welland Street. Based on the existing availability of parking. Staff propose to encourage the use of designated parking areas.

For example, along Fraser and Durham Street there are approximately 129 existing parking spaces available with direct access to the Friendship Trail. In the rural area, the Sherkston Community Centre has the capacity for 49 parking spaces and already contains an existing bicycle pump with tools.

Staff reviewed other areas for parking considerations at each of the Friendship Trail crossings. Although the Trail property has the same width as a road allowance, there are many challenges regarding the trail width. The Trail is a former railway right of way and the area surrounding the trail is reserved for ditching and drainage.

Staff considered creating parking at the rural crossings, but each location would require a pre-cast box culvert as well as extensive grading. A potential alternative is Cedar Bay Road, but there is minimal spacing available for a proper full-sized parking lot. The concerns with the configuration of the parking lot include minimal area for cars to properly turn around to exit onto the road, thus, having to back out onto the road.

Based on this analysis, staff recommend promoting the existing available spaces in the rural areas within a proximity of the Friendship Trail through advertising via signage and QR codes, which would be linked to the City website.

ATVs/Snowmobiles/Golf Carts

The Friendship Trail usage does not allow ATVs, snowmobiles or golf carts as an acceptable use of the trail. Staff understand the intent to keep these vehicles off the trail but are limited with options for ensuring compliance.

At all Trail entrances, the proposed signage will include messaging indicating that motorized vehicles are prohibited on the trail. Together with these signs, the bollards, and boulders placed on the sides of the trail, should help deter these user groups. Niagara Regional Police can also be called if there are serious and emergency health and safety matters.

Internal Consultations:

On September 7, 2021, staff reached out to Human Resources at the City and the Herrington Group for further comments relating to AODA compliance. They indicated that the font size of the signage should be at minimum 16 points and the minimum width required by Ontario Building Code in an external path is 1100 mm.

Staff consulted with the Active Transportation Advisory Committee. The Committee indicated the standard and signage would be a great asset for users of the trail. Some amenities such as garbage cans and benches can be placed along the trail for users. The Active Transportation Advisory Committee endorses the proposed standard outlined in this report.

On November 5, 2021, Public Works and Communications staff met to further discuss the proposed suggestions. Staff discussed each of the elements including the proposal of the new metal arches, signage, paint markings, bollards, wigwags, and parking.

Operations staff identified urban areas of the trail system where wigwag gates can be found. If this report is approved, the crossing standard could be applied to other sections of this trail through a separate budget item to Council.

Parking was also discussed internally. It was identified the Sherkston Community Centre could be used for Friendship Trail parking. At this location, there are 48 existing parking spaces. If the Community Centre is ever reconfigured in the future, Council could utilize the land in the South-East corner to keep as a parking lot adjacent to the Friendship Trail for users.

On November 15, 2021, staff met with the Fire Department to obtain viewpoints from an emergency access perspective. Fire Department staff indicated a preference for flexible posts as it would allow staff to drive over the barriers during and emergency event. Mile

Markers along the trail were discussed and favoured to install for additional location tracking.

The Fire Department also indicated if wigwags were going to be used, perhaps a different type of locking system could be used that is not at ground level. These locks are typically covered in debris creating issues for unlocking as they are located near the ground. All recommendations have been implemented into the proposed standards.

Financial Implications:

Under the original 2021 Capital Project there is a remaining available budget of \$72,672.45.

Council has also approved a 2022 Capital Project budget in the amount of \$25,000 for a continuation of the recommendations.

The Waterfront Regeneration Trust has approved a grant in the amount of \$5,000 to be put toward covering the cost of updating the artwork.

Thus, the total available budget for the proposed works is currently \$102,672.45. If the recommendations within this Report are approved, staff will move forward with the implementation in 2022.

Public Engagement:

Staff have engaged with focus groups during this project including Niagara Freewheelers and specialty groups including persons with accessibility requirements to understand their needs.

City staff hosted an engagement session via Zoom with relevant stakeholders including the Niagara Freewheelers Bicycle Touring Club, Ontario By Bike Tour and other cyclists who frequent the trail.

Lastly on October 14, 2021, staff met with Linda Hamilton, a local cyclist who wanted to share her concerns regarding the wigwags from an accessibility perspective. Ms. Hamilton indicated there is hope in capturing the existing conditions in making positive change to the Friendship Trail.

Strategic Plan Alignment:

The initiative contained within this report supports the following strategic community pillar(s) of the strategic plan:

- City-Wide Investment in Infrastructure and Recreational/Cultural Spaces

Conclusion:

Council approval of this report will provide a safer accessibility to Friendship Trail users and promote recreational and cultural experience within the City of Port Colborne.

Appendices:

Appendix A - Exhibits A to C

Appendix B - Friendship Trail Standard, Crossing, Signage and Parking

Respectfully submitted,

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Civil Technologist

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Report Approval:

All reports reviewed and approved by the Department Director and the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Exhibit A – Proposed Configuration for Standard Trail Crossing

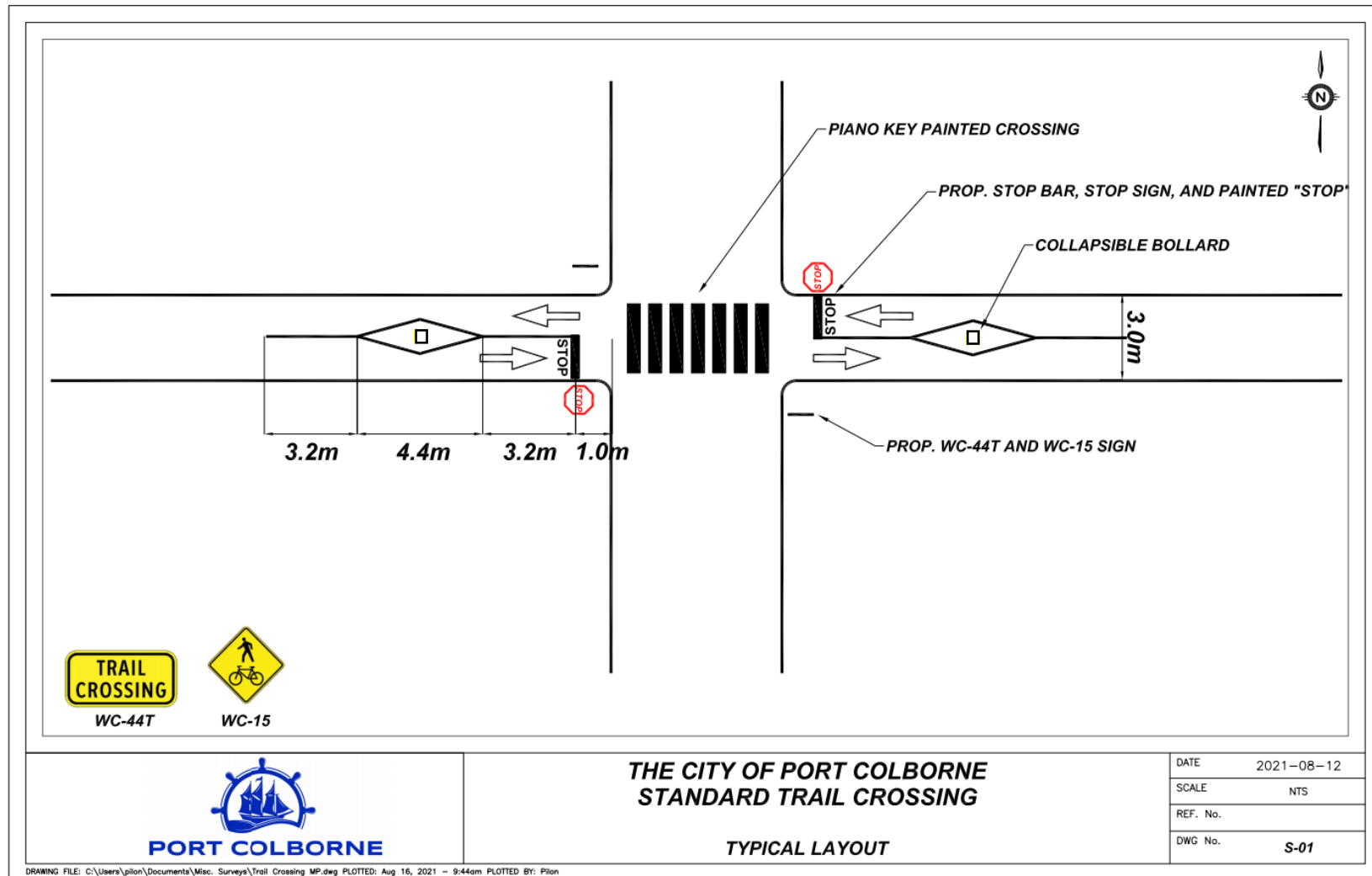


Exhibit B – Proposed Configuration for Wigwag Trail Crossing

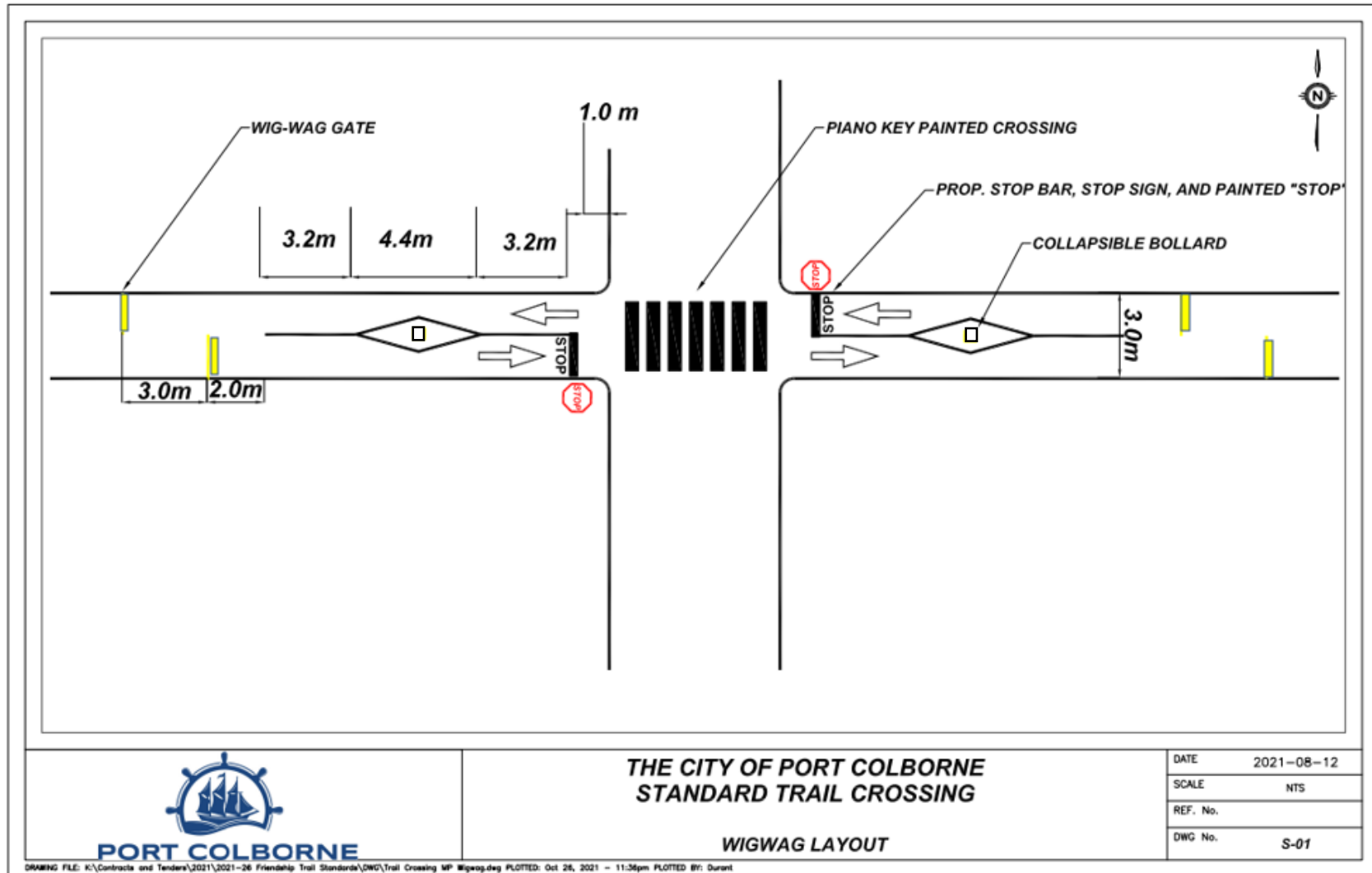


Exhibit C – Proposed New Signage

Feature	Description	Placement	Status/Location
Signage	Stop Sign	1 metre from edge of road on trail (consistency placed directly beside stop bar)	Stop signs at all road crossings. Adjust all stop signs to 2.5 metre height
	WC-44T "Trail Crossing" Sign	Two WC-44T signs to be placed each direction on road	21 signs total (1) 2 metres from trail crossing on road "Trail Crossing" (1) setback 50 metres from crossing on road "Crossing Ahead"
	WC-15 Sign (Yellow diamond with bicycle image and person walking)	Two WC-15 signs to be placed each direction on road	21 signs total (1) 2 metres from trail crossing on road (1) setback 50 metres from crossing Holloway Bay Road Pleasant Beach Road Sherkston Road Empire Road Michael Road Wyldeewood Road Silver Bay Road Cedar Bay Road Pinecrest Road Weaver Road Lorraine Road Mitchell Street Fares Street
	New Trail Signage	(1) per crossing with new City Logo, Trail etiquette section, STOP reminder, QR codes, Street Name, Updated Map to be placed in open clearing area near crossing	Holloway Bay Road – New Logo, Arch Painting Pleasant Beach Road – Signage Proposed set back 5 metres from Edge of Pavement (West Side of Street) Sherkston Road – Signage Proposed Empire Road – Signage Proposed where Trail meets proposed pathway to the parking Wyldeewood Road – Signage Proposed

Appendix B - Friendship Trail Standard, Crossing, Signage and Parking

			Silverbay Road – Signage Proposed Cedar Bay Road – Existing Arch requiring new Logo and new sign Pinecrest Road – Signage Proposed Weaver Road – Signage Proposed Lorraine Road – Signage Proposed Elizabeth Street – Updated Logo Needed
	Mile Marker (Example – Pinecrest Road 200 metres east	Street Names with Distances to be placed midway on the Friendship Trail between road intersections for wayfinding capability and emergency reporting	(1) 330 metres west from Holloway Bay Road toward Pleasant Beach Road (1) 250 metres west from Pleasant Beach Road toward Sherkston Road (1) 150 metres west from Sherkston Road toward Empire Road (1) 380 metres west from Empire Road toward Michael Road (1) 400 metres west from Michael Road toward Wyldewood Road (1) 400 metres west from Wyldewood Road toward Silver Bay Road (1) 400 metres west from Silver Bay Road toward Cedar Bay Road (1) 400 metres west from Cedar Bay Road toward Pinecrest Road (1) 400 metres west from Pinecrest Road toward Miller Road (1) 400 metres west from Miller Road toward Weaver Road (1) 370 metres west from Weaver Road toward Lorraine Road (1) 400 metres west from Lorraine Road toward Snider Road (1) 430 metres west from Snider Road toward Reuter Road

			(1) 300 metres west from Elizabeth Street toward Mitchell Street
Paint (White)	Rectangular Stop Bar	1.0 metre from edge of road on trail in line beside stop sign	All road crossings
	"STOP" painted	Behind stop bar	All road crossings
	Piano key	Across the road	All road crossings
	Directional Arrows	Right side designated as east travel and left side designated at west travel for crossing	All road crossings
	Diamond Shape with extension tail	To be placed around bollard for lane reduction visual	All road crossings
	"ROAD AHEAD" painted	20 metres setback from edge of road	All road crossings
Bollards	High Visual, Reflective, Plastic	Add high vis reflector to existing metal bollards	All road crossings
Vegetation Setback	To be maintained by City Staff	To be kept clear of vegetation from the stop bar position, 1 metre back from the edge of pavement and north/south 75 metres both directions from the trail within the Right-of-way.	All road crossings
Parking	Asphalt Trail from Sherkston Community Centre	From Sherkston Community Centre parking lot to the Trail 2 metres in width	



Subject: Municipal Drain Appointment Extensions

To: Council

From: Public Works Department

Report Number: 2022-04

Meeting Date: January 25, 2022

Recommendation:

That Public Works Department Report 2022-04 be received;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Wignell, Port Colborne and Beaver Dam Drains situated in the City of Port Colborne, previously approved under By-Law No. 6602/57/18;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Oil Mill Creek Drain situated in the City of Port Colborne, previously approved under By-Law No. 6728/92/19;

That Council extend the appointment of Paul Marsh, P.Eng. of EWA Engineering Inc. to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Point Abino Drain situated in the City of Port Colborne and the Town of Fort Erie, previously approved under By-Law No. 6729/93/19;

That Council extend the appointment of Brandon Widner, P.Eng. of Spriet Associates Engineers and Architects to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Biederman Drain situated in the City of Port Colborne and the Township of Wainfleet, previously approved under By-Law No. 6730/94/19;

That Council extend the appointment of Brandon Widner, P.Eng. of Spriet Associates Engineers and Architects to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Eagle Marsh Drain situated in the City of Port Colborne and the Township of Wainfleet, previously approved under By-Law No. 6736/100/19; and

That Council extend the appointment of Neil Morris, P.Eng. of K. Smart Associates Limited to January 25, 2023 for the completion of a new Engineer's Report for the repair and improvement of the Peter Storm Drain situated in the City of Port Colborne and the Town of Fort Erie, previously approved under By-Law No. 6750/01/20.

Purpose:

This report has been initiated in accordance with the requirements of the *Drainage Act* Section 39(1) Timing for Filing Report, which states:

“The engineer shall file the report with the clerk of the initiating municipality as soon as it is completed or, in any event, within one year after the appointment of the engineer or within such further time as may be extended before or after the expiry of the one-year period by resolution of the council of the municipality.”

It is recognized that this may be difficult to complete on some reports due to the complexity of the Drain and the implementation of environmental aspects of the work.

The purpose of this report is to request an extension to January 25, 2023 for the currently appointed Engineers.

Background:

Over the last several years, the City has hired three engineering firms to complete new reports for several Municipal Drains in Port Colborne as well as the surrounding municipalities of Fort Erie, Wainfleet and Welland. These firms and appointed engineers along with the drains they have been assigned to are as follows:

- EWA Engineering Inc. - Paul Marsh, P. Eng
 - Port Colborne Drain (2018)
 - Wignell Drain (2018)
 - Beaver Dam Drain (2018)
 - Oil Mill Creek Drain (2019)
 - Point Abino Drain (2019)
 - K. Smart Associates Limited - Neal Morris, P. Eng
 - Peter Storm Drain (2020)
 - Spriet Associates Engineers & Architects - Brandon Widner, P. Eng
 - Biederman Drain (2019)
 - Eagle Marsh Drain (2019)
-

Discussion:

In reviewing the status of these Municipal Drain reports, staff realized that due to report complexity, changing scopes of work during report preparation plus the added global effects of the COVID-19 pandemic which has made it difficult to hold public meetings, all are past the Section 39(1) timing requirements, and that an extension should be sought to remain in compliance with the *Drainage Act*.

While these reports are overdue, this does not mean that nothing has been done on the reports. Some of the work completed to date includes, but is not limited to:

- Public meetings,
- Field survey of the drain and tributaries,
- Field investigations,
- Field studies for prospective changes,
- Meetings with environmental agencies,
- Meetings with affected landowners,
- Preparation and execution of baseline reports,
- Preparation and execution of hydrology and hydraulics reports.

Staff believe, given the current status of each report, that extending the timing for filing of the Reports to January 25, 2023 will provide adequate time for each of the appointed engineers to complete the respective reports. Not all reports are anticipated to require the full length of the extension however, some of the reports are anticipated to be brought forward in 2022. Therefore, staff are recommending that an extension to January 25, 2023 be approved by Council to provide for flexibility of future unknown variables.

Alternatively, Council could choose to reject the proposed extension. However, funds have already been spent on these new engineer's reports for the works completed to date. This would result in a financial loss and in turn would create more work for staff and Council to find, and then reappoint another Engineer who would be willing to take on the findings thus far on each report. This would cause additional delay to the delivery of a final reports. Staff do not recommend that the extension be rejected.

Financial Implications:

Through the appointment of an engineer to complete a new report on a municipal drain, it is the understanding of the municipality that the finances will be carried until the completion of the report and the subsequent construction detailed in the report.

The Finance department most recently imposed an interest charge for the costs associated with carrying not only the current engineer's reports, but also future engineer's reports. This action complies with the *Drainage Act*. This interest charge will

be calculated within the construction costs of the project and included in the grant to OMAFRA (Ontario Ministry of Agriculture, Food and Rural Affairs) upon completion of the project.

Public Engagement:

The *Drainage Act* requires public meetings to be held at specific intervals for each report to inform the members of the watershed of the changes that are proposed and/or will be made to the associated drain. Additionally, it is of benefit to the engineer of record to speak with the affected members to see if any additional concerns need to be addressed.

To date, public meetings for some drainage watershed have already occurred; however the COVID-19 restrictions which have been in place since March 2020 have affected the ability to have public meetings and has hindered the ability to communicate with the owners of land within the watersheds.

Although virtual meetings provide an alternative venue for public meetings, they are not always an option for all members of the watershed due to limited technology. While the public meeting process has been delayed, there are plans to meet in person in the near future.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

The City staff and Council are bound by the *Drainage Act* to comply and proceed accordingly with either granting extensions for filing of Reports or seeking a new engineer. Staff have been working with the appointed engineers and managing the changes to the scope of work for each project when applicable. Staff will continue to work with these engineers to press forward for completion of outstanding reports.

Respectfully submitted,

Alana Vander Veen
Drainage Superintendent
905-835-2901 ext 291
alana.vanderveen@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Subject: Administrative Municipal Penalty System (AMPS) Sharing of Hearing Officer

To: Council

From: Community Safety & Enforcement Department

Report Number: 2022-02

Meeting Date: January 25, 2022

Recommendation:

That Community Safety & Enforcement Department Report 2022-02 be received;

That the Mayor and Clerk be authorized to execute the Administrative Municipal Penalty System Shared Service Agreement for the Appeal Hearing Officer, attached as Appendix A to Community Safety & Enforcement Department Report 2022-02; and

That a by-law to enter into an Administrative Municipal Penalty System Shared Service agreement with the Town of Pelham, The Town of Grimsby, the Town of Lincoln, the Town of Niagara-on-the-Lake, the City of St. Catharines, the City of Thorold, and the Township of Wainfleet, be brought forward.

Purpose:

To enter into a shared services agreement for the services of a Hearing Officer with area municipal partners.

Background:

The Hearing Officer is appointed to conduct hearings and to maintain independence and impartiality as set out in By-law No. 6902/50/21, as amended. By-law No. 6902/50/21, as amended, also requires a municipality to develop standards relating to the administration of the system of parking administrative penalties, including policies and procedures to prevent political interference in the administration of the system and guidelines to define what constitutes a conflict of interest in relation to the administration of the system, to prevent such conflicts of interest should they occur.

Independence: By-law No. 6902/50/21, as amended, creates an offence to prevent others from interfering with the Hearing Officer in the exercise of their powers. Specifically, it is an offence for a person who attempts, directly or indirectly, to communicate with or

influence a Hearing Officer respecting the determination of an issue respecting a Delegated Power of Decision in a proceeding that is or will be pending before the Hearing Officer, except a person who is entitled to be heard in the proceeding or the person's lawyer or licensed paralegal and only by that person or the person's lawyer or licensed paralegal during the hearing of the proceeding in which the issue arises. A Hearing Officer is not precluded from seeking or receiving legal advice including a lawyer in the City's employ.

The Appeal Hearing Officer charges a minimum half-day rate regardless of how many appeals are being heard. The current half-day rate is approximately \$275 and allows up to four appeals to be heard. This is considered a standard practice and a reasonable half-day fee.

Discussion:

The proposed Shared Service Agreement would be scheduled for 3 years (2022 – 2024), with each municipality taking turns to host the Hearings. Each municipality that is party to the agreement will host two or three times within the 3-year term.

Previously, the City of Port Colborne had an informal agreement with Fort Erie, Wainfleet and Pelham wherein the municipalities shared the Hearing Officer for Administrative Monetary Penalty System (AMPS) parking. With most municipalities adding Non-Parking AMPS to the mix, a formal agreement and additional partners were considered. The Town of Pelham has been the lead on this project and has presented a draft Shared Services Agreement to the eight municipalities wishing to partake in such an arrangement (attached as Appendix A). The proposed arrangement will allow the partner municipalities to group multiple appeals to be heard on designated hearing dates, therefore maximizing the number of matters heard by the Appeal Officer.

The Town of Pelham, Township of Wainfleet, Town of Grimsby, Town of Niagara-on-the-Lake, Town of Lincoln, City of Port Colborne, City of St. Catharines and City of Thorold are supportive of the Shared Services Agreement and are currently seeking execution of the agreement. Staff deem it desirable to enter into a Shared Services Agreement for Hearing Appeal Officer Services with the partner municipalities as the arrangement will allow coordination with the other municipalities to ensure that appeals are conducted in a timely and consistent manner, while saving staff resources and money on fees.

The Agreement calls for each party to appoint the same Appeal Hearing Officer. All municipalities within the Niagara Region currently engage Ms. Janet Rutherford of Rutherford Prosecution Services as their Appeal Hearing Officer. Each municipal partner wishes to continue using Ms. Rutherford as their Appeal Hearing Officer; therefore, staff recommend the City of Port Colborne continue to utilize and appoint Ms. Janet Rutherford of Rutherford Prosecution Services as the City's Appeal Hearing Officer for the Shared Service Agreement.

The Shared Services Agreement further calls for the option of allowing residents to participate in a hearing virtually, in addition to the in-person option. Staff support this approach as many residents have become familiar with and prefer participating virtually. Staff are of the view that a virtual option will encourage residents to attend at a scheduled hearing and will minimize the number of “no-shows” and/or requests to change the date of a hearing. It is important to note that the in-person option will remain available for residents who prefer to proceed in that manner for any reason.

Financial Implications:

Pursuant to the Shared Services Agreement, all municipal partners, will be required to pay an annual fee to cover all expenses of the program at an approximate annual fee of \$750. Annual fees collected from all municipal partners will be allocated to a general ledger account and any surplus at the end of the year will be equally deducted against the next year’s annual fee. Therefore, it is possible that each municipal partner will pay less than \$750 in years two and three of the Shared Services Agreement.

The proposed Shared Services Agreement will allow the City of Port Colborne to partake in six bi-monthly appeal hearing dates. If the City of Port Colborne does not partake in this Agreement, it will be required to pay the Appeal Hearing Officer separately for any appeals that are heard. As stated, the minimum fee to arrange a hearing is approximately \$275. If the City of Port Colborne arranges, on its own, three separate hearing dates it will pay \$825. This assumes that (i) the City of Port Colborne requires no more than a half-day hearing on any occasion; and (ii) the Appeal Hearing Officer does not increase rates. In order for the City of Port Colborne to recover the annual fee and save money, it would need to partake in at least three hearings annually. Currently, the City participates in 2 to 4 hearings per year. Over the three-year term, the City of Port Colborne will be able to better evaluate the potential savings of this Shared Services Agreement.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
 - Value: Financial Management to Achieve Financial Sustainability
-

Conclusion:

The Department of Community Safety and Enforcement recommend the shared service to provide hearings at minimal cost.

Appendices:

- a. Appendix A - Shared Service Agreement 2022- 2024

Respectfully submitted,

Sherry Hanson
Manager of By-law Services
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Sherry.Hanson@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

THE CORPORATION OF THE TOWN OF PELHAM

("Pelham")

- and -

THE CORPORATION OF THE TOWN OF GRIMSBY

("Grimsby")

- and -

THE CORPORATION OF THE TOWN OF LINCOLN

("Lincoln")

- and -

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

("Niagara-on-the-Lake")

- and -

THE CORPORATION OF THE CITY OF PORT COLBORNE

("Port Colborne")

- and -

THE CORPORATION OF THE CITY OF ST. CATHARINES

("St. Catharines")

- and -

THE CORPORATION OF THE CITY OF THOROLD

("Thorold")

- and -

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

("Wainfleet")

SHARED SERVICES AGREEMENT

WHEREAS section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that a municipality may enter into an agreement with one or more other municipalities to jointly provide, for their joint benefit, any matter which all of the municipalities have the power to provide within their own boundaries; and

WHEREAS section 102.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles; and

WHEREAS Ontario Regulation 333/07 under the *Municipal Act, 2001* (“the Regulation”) provides that a municipality shall not require a person to pay an administrative penalty under section 102.1 of the *Municipal Act, 2001* unless the municipality has met the requirements of the Regulation; and

WHEREAS the Regulation provides that a person who receives a penalty notice shall be given the right to request a review of the administrative penalty by a screening officer appointed by the municipality for that purpose; and

WHEREAS the Regulation provides that a person who receives notice of the decision of the screening officer shall be given the right to a review of the screening officer’s decision by a hearing officer appointed by the municipality for that purpose; and

WHEREAS the municipalities of Pelham, Grimsby, Lincoln, Niagara-on-the-Lake, Port Colborne, St. Catharines, Thorold and Wainfleet (each “a party” and collectively “the parties”) have each established a system of administrative penalties in accordance with section 102.1 of the *Municipal Act, 2001* and the Regulation; and

WHEREAS section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act, 2001*; and

WHEREAS the parties have each established a system of administrative penalties in accordance with section 434.1 of the *Municipal Act, 2001* that provide a person who receives a penalty notice with a right to request a review of an administrative penalty by a screening officer appointed by the municipality for that purpose and a right to a review of the screening officer’s decision by a hearing officer appointed by the municipality for that purpose; and

WHEREAS the parties wish to enter into an agreement to jointly provide the services of a hearing officer within their respective municipalities as required by the Regulation and by their respective administrative penalty systems established pursuant to section 434.1 of the *Municipal Act, 2001* and to share the costs incurred in so doing;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM

- 1.1. This Agreement comes into effect on the date it is signed by all parties or, in the event that the parties sign this Agreement on different dates in accordance with paragraph 11.8, on the latest date on which it is signed by a party (“the Effective Date”), and shall continue for a period of three (3) years unless it is renewed or amended or terminated in accordance with the provisions herein (“the Term”).
- 1.2. Not less than six (6) months prior to the expiration of the Term, the parties shall each provide written notice to all other parties of their intention to renew this Agreement or to conclude this Agreement at the end of the Term.

- 1.3. Unless a party has given notice of its intention to conclude the Agreement, the parties shall use best efforts in the final six (6) months of the Term to negotiate in good faith and to enter into (i) a renewal of this Agreement for a further period of three (3) years; or (ii) a new Shared Services Agreement on such terms and conditions as may be negotiated at that time.
- 1.4. In the event that one or more parties provides written notice of its intention to conclude the Agreement, the remaining parties shall determine, within sixty (60) days after the notice is delivered, if any or all of them wish to enter into negotiations for a new Shared Services Agreement and shall advise all other remaining parties accordingly.

2. SELECTION OF HEARING OFFICER

- 2.1. The parties shall jointly select a hearing officer to conduct all requested reviews of the decisions of the screening officer(s) appointed by each party ("Appeals").
- 2.2. Upon their mutual agreement, the parties may select the existing hearing officer of a party or may select a new hearing officer. Once the parties have selected the hearing officer, each party shall pass a by-law to appoint that person as the hearing officer for that party during the Term.

3. ADMINISTRATION OF SHARED SERVICES AGREEMENT

- 3.1. During the Term, Pelham shall provide the following administrative services in relation to this Agreement:
 - i. Coordinate with all parties to ensure the selection and appointment of a hearing officer in accordance with section 2 of this Agreement;
 - ii. Develop and provide to all parties and the hearing officer a schedule for Appeals in accordance with section 5 of this Agreement;
 - iii. Receive and deposit the annual financial contributions of each party pursuant to section 4 of this Agreement;
 - iv. Maintain a record of the number of Appeals received by each party;
 - v. Receive and remit payment for all invoices rendered by the hearing officer;
 - vi. Render invoices to the parties in accordance with section 4 of this Agreement;
 - vii. Provide the parties with an annual accounting of the annual financial contributions of the parties and the invoices rendered by the hearing officer; and
 - viii. Provide information about the administration of this Agreement to any party or parties upon request, provided that the number and/or content of such requests do not exceed what Pelham, in its sole discretion, considers to be reasonable.
- 3.2. Pelham shall provide the services in paragraph 3.1 at no cost to the other parties. For greater certainty, Pelham shall not impose any administrative charge or other fee in relation to delivering the services in paragraph 3.1.

4. ANNUAL FINANCIAL CONTRIBUTIONS

- 4.1. Subject to paragraphs 4.4 and 4.5, each of the parties shall make an annual financial contribution during the Term in the amount of seven hundred and fifty dollars (\$750.00), which funds shall be used solely for the payment of invoices rendered by the hearing officer.
- 4.2. Pelham shall render an invoice to each party for the initial financial contribution within thirty (30) days of the Effective Date, which shall be payable within fifteen (15) days. Subject to paragraph 4.4, Pelham shall render an invoice to each party for subsequent annual financial contributions on the anniversary of the Effective Date, which shall be payable within fifteen (15) days.
- 4.3. The parties shall pay all annual financial contributions to Pelham by way of cheque. Pelham shall deposit and retain all annual financial contributions received from the parties in a separate general ledger account designated for that purpose and shall pay all invoices rendered by the hearing officer from that account.
- 4.4. Notwithstanding any other term of this Agreement, the annual financial contribution of each party shall be limited to the amount set out in paragraph 4.1 provided that the party receives no more than twenty (20) Appeals in that year. In the event that a party receives more than twenty (20) Appeals in any year of the Term, it shall make a further financial contribution in the amount of fifty dollars (\$50.00) for each additional Appeal. Pelham shall render an invoice for each additional Appeal received by a party, which shall be payable in accordance with paragraphs 4.2 and 4.3 of this Agreement.
- 4.5. Notwithstanding any other term of this Agreement, if the total amount of the annual financial contributions of the parties exceeds the total amount of the invoices rendered by the hearing officer in any year of the Term, the excess shall be used to reduce, on an equal basis, the amount of subsequent annual financial contributions payable by each party pursuant to paragraph 4.1. Any excess funds remaining at the conclusion or termination of this Agreement shall be refunded to the parties on an equal basis.

5. APPEAL HEARINGS

- 5.1. Subject to paragraphs 5.3 and 6.4, Appeals shall be heard on a bi-monthly basis and shall be hosted by each of the parties ("the Host") in accordance with the following rotation:
 - i. Grimsby;
 - ii. Lincoln;
 - iii. Niagara-on-the-Lake;
 - iv. Pelham;
 - v. Port Colborne;
 - vi. St. Catharines;
 - vii. Thorold; and
 - viii. Wainfleet.
- 5.2. Subject to paragraph 5.3 and section 6, Appeals shall be heard during the bi-monthly period in which they are received by a party.

- 5.3. Appeals shall be scheduled for hearing on the third Wednesday of every other month (“the Primary Hearing Date”). A second hearing date shall be scheduled for one (1) week following the Primary Hearing Date (“the Secondary Hearing Date”), other than in the month of December in each year of the Term, when no Secondary Hearing Date shall be scheduled. Where a Secondary Hearing Date is scheduled, it shall be used only where the number of Appeals scheduled for hearing in that bi-monthly period exceeds the number that can be heard on the Primary Hearing Date. In the event that the number of Appeals scheduled for hearing in the month of December in any year of the Term exceeds the number that can be heard on the Primary Hearing Date, the Appeals shall be scheduled for hearing in the order in which they were received by the Host and any Appeals that cannot be heard on the Primary Hearing Date shall be scheduled for hearing in the next bi-monthly period in accordance with section 6.
- 5.4. Subject to such other arrangements as may be made by the parties and/or the hearing officer, which may differ from but shall not be inconsistent with this Agreement, Appeal hearings shall commence at 9:00 a.m. on the Primary Hearing Date and, if applicable, the Secondary Hearing Date. Appeal hearings may be held in person or via Zoom, at the option of the person making the Appeal. All hearings that proceed by Zoom shall be recorded by the Host.
- 5.5. The Host shall provide the following facilities and services for Appeal hearings:
- i. One (1) room of a suitable size and configuration for conducting Appeal hearings, which is equipped with all furniture, equipment and amenities required for Appeal hearings to proceed in person or via Zoom in accordance with this Agreement;
 - ii. One (1) waiting room or breakout room for persons awaiting an Appeal hearing;
 - iii. Such other equipment or supplies as may be requested or required by the hearing officer in relation to the Appeal hearings; and
 - iv. One (1) employee of the Host to assist with Appeal hearings, including but not limited to preparing minutes of the proceedings.
- 5.6. The Host shall provide the facilities and services in paragraph 5.5 at no cost to the other parties. For greater certainty, the Host shall not request, and is not entitled to receive, any payment, reimbursement or compensation for the facilities and services provided in accordance with paragraph 5.5.
- 5.7. The parties acknowledge and agree that any administrative penalties and/or fees that are payable by a person making an Appeal in relation to the Appeal or pursuant to a decision of the hearing officer shall be payable solely to the party to which the Appeal pertains and not to the Host or any other party.

6. PROCEDURE UPON RECEIPT OF AN APPEAL

- 6.1. Subject to paragraph 6.2, a party that receives an Appeal shall immediately notify the Host for the bi-monthly period in which the Appeal was received and shall submit the Appeal to the Host by providing all pertinent materials as soon as possible. The receiving party shall also notify Pelham of the Appeal for the purposes of paragraphs 3.1 and 4.4.

- 6.2. Despite paragraphs 5.2 and 6.1, in the event that a party receives an Appeal less than ten (10) days prior to the Primary Hearing Date for the bi-monthly period in which it was received, the Appeal shall be scheduled for hearing in the next bi-monthly period and shall be submitted to the Host for that bi-monthly period in accordance with paragraph 6.3.
- 6.3. Appeals must be submitted to the Host no less than ten (10) days prior to the Primary Hearing Date. Where an Appeal is submitted to the Host less than ten (10) days prior to the Primary Hearing Date, the Host shall determine if the Secondary Hearing Date was required prior to late submission of the Appeal and, if so, the Host shall schedule the Appeal to be heard on that date. If the Secondary Hearing Date was not otherwise required, the Appeal shall be scheduled for hearing in the next bi-monthly period.
- 6.4. Ten (10) days prior to the Primary Hearing Date, the Host shall review the number of Appeals that have been submitted and shall proceed as follows:
- i. If no Appeals have been submitted, the Host shall take all necessary steps to cancel the Primary Hearing Date and the Secondary Hearing Date and to ensure that no cancellation fees are incurred.
 - ii. If Appeals have been submitted, the Host shall determine whether the Secondary Hearing Date is required. If the Secondary Hearing Date is not required, the Host shall take all necessary steps to cancel it and to ensure that no cancellation fees are incurred. If the Secondary Hearing Date is required, the Host shall prepare a schedule of Appeals to be heard on the Primary Hearing Date and the Secondary Hearing Date and shall provide it to all parties that have submitted Appeals.
 - iii. The Host shall provide all submitted Appeals to the hearing officer.
- 6.5. The party that receives an Appeal shall be responsible for notifying the person making the Appeal of the date on which it will be heard and shall provide the requisite amount of notice in accordance with any applicable by-law(s) of that party.
- 6.6. The Host shall receive Appeals from the parties and shall undertake the activities in paragraphs 6.3 and 6.4 at no cost to the other parties. For greater certainty, the Host shall not request, and is not entitled to receive, any payment or compensation for any activities undertaken in accordance with paragraphs 6.1, 6.3 and 6.4.
- 6.7. Notwithstanding paragraph 6.1, all records and information received by the Host in the course of its activities as the Host shall remain the property of the party providing them and shall not be divulged or produced to any entity other than the hearing officer. At the end of the bi-monthly period in which a party is the Host, it shall return all such records and information to the parties that provided them.
- 6.8. The parties acknowledge that persons making Appeals provide personal and other information as part of the Appeal. The parties agree to obtain such authorizations and/or consents as may be required by law to disclose and provide such information to the Host and the hearing officer, including any authorizations or consents required under applicable privacy legislation.

7. ADMINISTRATIVE MATTERS

- 7.1. Notwithstanding any other term of this Agreement, none of the parties' employees, including those described in paragraph 5.5, shall be employees of any other party and no party or employee shall make representations to the contrary.
- 7.2. Each party undertakes to review the provisions of this Agreement with any appropriate local bargaining units for the purpose of seeking any necessary amendments to any applicable collective agreements to facilitate participation in this Agreement. Each party further undertakes to advise all other parties as soon as practicable if it becomes aware of any impediments or obstacles imposed by applicable collective agreements to the party meeting its obligations under this Agreement.
- 7.3. None of the parties shall be liable for any obligation incurred by any other party except as specified in this Agreement. The parties acknowledge and agree that each party's operations shall remain separate and further acknowledge and agree that each party is solely responsible for its own conduct and for the conduct of its employees.

8. INSURANCE AND INDEMNITY

- 8.1. During the Term, each party shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance with limits of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury and/or property damage and a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policies shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name all other parties as additional insureds but only with respect to this Agreement.
- 8.2. Each of the parties will indemnify and save harmless all other parties and their officers, employees, contractors, agents and officials from any and all claims, actions, causes of action, demands, liabilities, costs or expenses arising from, occasioned by or caused wholly or in part by any failure of that party to comply with the provisions of this Agreement or by any wilful or negligent act or omission of that party or anyone for whom it is in law responsible.

9. AMENDMENT AND TERMINATION

- 9.1. The parties may revise, alter or amend this Agreement only by mutual agreement. If at any time during the Term, the parties deem it necessary or expedient to make any revision, alteration or amendment, they may do so only by way of a written document, signed by the parties, which shall be appended to and form part of this Agreement.
- 9.2. This Agreement shall conclude at the end of the Term unless it is renewed pursuant to paragraph 1.3 or terminated earlier in accordance with paragraphs 9.3 or 9.4.
- 9.3. At any time during the Term, the parties may jointly agree in writing to terminate this Agreement on such terms and conditions as the parties consider appropriate.
- 9.4. Subject to section 10, any party may terminate this Agreement by written notice to all parties where one or more parties commits a material breach of its obligations under this Agreement and fails to remedy the default within thirty (30) days of being required by any non-defaulting party to do so.

- 9.5. Termination of this Agreement is without prejudice to the rights of a party against any other party or parties that may have accrued up to the date of termination.

10. DISPUTE RESOLUTION

- 10.1. In the event that a dispute arises as to the interpretation, application and/or execution of this Agreement, including but not limited to any party's rights or obligations under the Agreement, an allegation of default and/or an allegation of material breach, the party that disputes another party's position or conduct shall immediately provide written notice of the dispute to all parties.
- 10.2. Where a notice of dispute is received in accordance with paragraph 10.1, the parties' Chief Administrative Officers shall attempt to resolve the dispute through negotiation for a period of thirty (30) days from the date on which the notice is delivered. The parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 10.3. If a dispute cannot be resolved by the parties through negotiation, the parties shall refer the matter to arbitration by an arbitrator agreed on by the parties. The arbitrator shall direct the arbitration process and determine the dispute. The determination of the arbitrator is final and is binding upon the parties and their respective successors and permitted assigns.
- 10.4. Each party shall bear its own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal costs and arbitration costs.

11. GENERAL

- 11.1. This Agreement constitutes the entire agreement between the parties relating to the matters set out herein. There are no representations, promises, covenants or other terms relating to the subject matter of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the parties in relation to its subject matter.
- 11.2. The invalidity or unenforceability of any particular term of this Agreement shall not limit the validity or enforceability of the remaining terms, each of which is distinct and severable from all other terms of this Agreement.
- 11.3. Waiver by a party of any provision of this Agreement in one instance shall not constitute a waiver in any other instance and any such waiver must be made in writing.
- 11.4. Any delay or failure on the part of any party to exercise or enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver of same and shall not operate as a bar to that party exercising or enforcing said right, power or remedy at any subsequent time.
- 11.5. No party shall be considered in default of its obligations under this Agreement to the extent that a delay or failure to perform those obligations is due to an event beyond the control of the parties, including but not limited to fires, floods, acts of God, strikes, riots, war or hostilities, terrorism, lawful acts of public authorities and other events that cannot be reasonably foreseen or provided against.

- 11.6. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns; however, this Agreement and the parties' associated rights and obligations are not assignable by any party without the prior written consent of all other parties.
- 11.7. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and laws of Canada applicable therein.
- 11.8. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email or facsimile transmission.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representatives and agree to be bound thereby as of the latest date set out below.

**THE CORPORATION OF THE TOWN OF
PELHAM**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
GRIMSBY**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
LINCOLN**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF ST.
CATHARINES**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF
THOROLD**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

Subject: Ontario Water/Wastewater Agency Response Network (OnWARN) Mutual Aid and Assistance Agreement

To: Council

From: Public Works Department

Report Number: 2022-14

Meeting Date: January 25, 2022

Recommendation:

That Public Works Department Report 2022-14 be received;

That the Mayor and Clerk be authorized to execute the Agreement attached as Appendix B to Public Works Department Report 2022-14 with the Ontario Water/Wastewater Agency Response Network (OnWARN) for the purpose of coordinating response activities and sharing resources during emergencies; and

That a by-law to enter into an agreement with OnWARN be brought forward.

Purpose:

The purpose of this report is to inform Council of OnWARN and gain Council approval to participate in the mutual aid and assistance program for sharing emergency resources among water and wastewater agencies across the Province.

Background:

The Water/Wastewater Agency Response Network (WARN) is a program that allows utilities to cross jurisdictional boundaries to provide aid and assistance (personnel, equipment, and other resources) in preparing for, responding to, or recovering from an emergency.

WARNs were first developed in the United States in response to major emergency events such as 9/11 and Hurricane Katrina. It was recognized that water and wastewater utilities require specialized resources and specially trained staff, and that other critical infrastructure, such as fire services, rely on a functioning water system.

The purpose of a WARN system is to enable municipalities to provide mutual aid and assistance during or after a natural or man-made disaster or emergency. Such events that may require assistance include flooding events, watermain breaks or water contamination.

The WARN program has been established in 49 of 50 states in America and has expanded into Canada with a network in both Alberta and Ontario. WARN is supported by the Environmental Protection Agency and other major environmental and water agencies such as the American Water Works Association, Canadian Water and Wastewater Association, and Ontario Public Works Association. The Ontario version, “OnWARN” was developed in 2011. Participation is voluntary and there is no obligation to respond to events. There are 63 current members, including the Niagara Region. The name and location of the current members are included in Appendix A.

Discussion:

Some of the benefits of joining OnWARN include utilizing a streamlined approach to emergency response, creating a network of support in the event of an emergency, and the primary benefit is that it establishes a framework of agreements and protocols in advance of an event.

OnWARN members can make assistance requests for additional staffing resources or specialized equipment even without formally declaring an emergency. Assistance can then be provided during minor and major events in a timely manner. OnWARN not only facilitates access to equipment, but also resources, such as templates and guides, and knowledgeable personnel.

In the event of an emergency where the required response exceeds the City’s resources, participation in OnWARN would allow the water and wastewater systems to recover as quickly as possible by using external resources as needed. Members also have access to assistance from all participating members across the entire province, which can be helpful when responding to events which impact large geographic areas (e.g. severe weather events) and when response from adjacent municipalities is not possible.

The OnWARN agreement would also allow for support to be requested during staffing vacancies due to illness or isolation associated with the ongoing COVID-19 pandemic.

The OnWARN Agreement describes the procedures and standards for the administration of the OnWARN Program and is provided in Appendix B. The Agreement is periodically reviewed and updated by the OnWARN committee.

Internal Consultations:

This report was circulated and endorsed by the Emergency Control Group (ECG) and the Senior Management Team.

Financial Implications:

There is no cost to join or maintain participation in OnWARN. As a member of OnWARN, there is no obligation to provide assistance at any time; however, should assistance be provided, all costs associated with the response are borne by the municipality requesting the assistance. The members who provide aid must be reimbursed for the services provided.

As per the Agreement, each Member shall maintain an insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

Public Engagement:

There was no formal public engagement initiatives related to this report.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
-

Conclusion:

As evidenced by its successful implementation and use in other parts of North America, as well as Ontario, participation in the OnWARN program is seen as a significant benefit to the City in the event of an emergency situation, building on the City's robust emergency preparedness. Emergency Management is a required part of the City's Drinking Water Quality Management System (DWQMS) and being an OnWARN member will help the City be better prepared for drinking water system emergencies.

Becoming an OnWARN member will allow the City to have access to a large network of contacts and would expedite deployment of assistance and resources in the event of an emergency. With the extra tools that are provided by this network, any water related disaster can be mitigated more effectively without having to declare a state of

emergency. The mutual aid and assistance agreement is an important tool that the City can use to improve preparedness and response capabilities to emergency events.

Appendices:

- a. Current OnWARN Members
- b. OnWARN Agreement

Respectfully submitted,

Cassandra Banting
Environmental Compliance Supervisor
905-835-2900 Ext. 250
Cassandra.Banting@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Current OnWARN Members

Member	Location
Asphodel Norwood (Township of)	Norwood, ON
Aurora (Town of)	Aurora, ON
Aylmer (Town of)	Aylmer, ON
Bayham (Municipality)	Straffordville, ON
Blue Mountains (Town of)	Thornbury, ON
Brockville (City)	Brockville, ON
Carleton Place (Town of)	Carleton Place, ON
Casselman (Village)	Casselman, ON
Centre Wellington (Township of)	Elora, ON
Chatham-Kent Public Utilities Commission	Chatham, ON
Clearview (Township of)	Stayner, ON
Deseronto (Town of)	Deseronto, ON
Dryden (City of)	Dryden, ON
Durham (Regional Municipality)	Whitby, ON
Dutton Dunwich (Municipality)	Dutton, ON
East Gwillimbury (Town of)	East Gwillimbury, ON
Edwardsburgh/Cardinal (Township)	Cardinal, ON
Elgin Area Primary Water Supply System	Greater London Region, ON
Erin (Town of)	Erin, ON
Gananoque Public Utilities	Gananoque, ON
Greater Napanee (Town of)	Greater Napanee, ON
Greater Sudbury (City)	Sudbury, ON
Grey Highlands (Municipality of)	Markdale, ON
Guelph (City)	Guelph, ON
Guelph/Eramosa (Township)	Rockwood, ON

Kawartha Lakes (City)	Kawartha Lakes, ON
Kincardine (Municipality)	Kincardine, ON
King (Township)	King, ON
Kingston (Utilities Kingston)	Kingston, ON
Kitchener (City)	Kitchener, ON
Lake Huron Primary Water Supply System	Greater London Region, ON
Lakefront Utilities Services Inc.	Cobourg, ON
London (City)	London, ON
Malahide (Township)	Aylmer, ON
Marmora and Lake (Municipality)	Marmora, ON
Midland (Town)	Midland, ON
Minto (Town)	Minto, ON
Mississippi Mills (Town)	Almonte, ON
Muskoka (District of)	Bracebridge, ON
Niagara (Regional Municipality)	Thorold, ON
North Glengary (Township)	Alexandria, ON
North Grenville (Municipality)	Kemptville, ON
North Perth (Municipality)	North Perth, ON
Oro-Medonte (Township)	Oro-Medonte, ON
Ontario First Nations Technical Services Corporation	22 Unaffiliated First Nations, ON
Oxford (County)	Woodstock, ON
Perth (Municipality of the Town of)	Perth, ON
Peterborough Utilities Services Inc	Peterborough, ON
Prescott (Town of)	Prescott, ON
Quinte West (City)	Quinte West, ON
Renfrew (Town of)	Renfrew, ON
Russell Public Utilities (Township)	Emburn, ON

Severn (Township)	Orillia, ON
Smiths Falls (Town)	Smiths Falls, ON
Southgate (Township)(Dundalk Drinking Water & Wastewater Services)	Casselman, ON
Southwold (Municipality)	Fingal, ON
St. Thomas (City)	St. Thomas, ON
Stirling-Rawdon (Township)	Stirling-Rawdon, ON
Stratford (City of)	Stratford, ON
Strathroy-Caradoc (Municipality)	Strathroy, ON
Trent Hills (Municipality)	Campbellford, ON
Waterloo (City)	Waterloo, ON
Whitchurch-Stouffville (Town of)	Stouffville, ON

Mutual Aid and Assistance Agreement for an Ontario Water/Wastewater Agency Response Network (OnWARN)

Memorandum of Understanding

This Memorandum of Understanding (“Agreement”) is made and entered into by public and private water and wastewater utilities, owners, and operating authorities in the Province of Ontario (“Utilities”) that have, by executing this Agreement, manifested their intent to participate in an Ontario program for water/wastewater mutual aid and assistance (“Mutual Aid and Assistance Program”).

Statutory Authority for Municipal Utilities: This Agreement is authorized under Section 20 of the Ontario Municipal Act, 2001 which provides that Municipal Utilities may contract with each other to provide services.

ARTICLE I

PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies, the signatory Members hereby establish the Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II

DEFINITIONS

- A. Authorized Official – An employee or officer of a Member who under this Agreement is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Decline to offer assistance; or
 - 4. Withdraw assistance.
- B. Emergency - A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally.

- C. Member – Any public or private water or wastewater utility, owner, or operating authority in Ontario (“Utility”) that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
1. Requesting Member – A Member who requests aid or assistance from another Member or Members under the Mutual Aid and Assistance Program.
 2. Responding Member – A Member that provides aid or assistance during a Period of Assistance in response to a request for aid or assistance under the Mutual Aid and Assistance Program.
 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Associate Member – Any participant, approved by the OnWARN Steering Committee, which provides a support role or service for the Mutual Aid and Assistance Program. (For example: any agency, or an association that does not sign this Agreement). An Associate Member is not entitled to vote on any matter as outlined and identified in this Agreement.
- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, note, paper, opinion, letter or e-mail which relates to the system security and vulnerabilities of a Member or Associate Member, and any document that is protected under the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act, and Personal Health Information Protection Act, 2004.
- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, and/or supplies depart from Responding Member’s facility and ends when the resources return to their facility. This period also includes the utilization of Responding Member personnel that provide a direct support role or service to the Requesting Member as mutually agreed upon, and the period commences when the support personnel are assigned to the Requesting Member’s emergency. All protections identified in this Agreement, including but not limited to indemnification and hold-harmless clauses, apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined.
- G. Incident Management System – A system, consistent with internationally recommended practices that provides standardized organizational structures, functions, processes and terminology for use at all levels of emergency response in Ontario.

ARTICLE III
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through the OnWARN Steering Committee. In addition to representing the interests of the Members, the OnWARN Steering Committee may include Associate Members as non-voting participants. Under the leadership of the OnWARN Steering Committee Chair, the OnWARN Steering Committee shall coordinate emergency planning and response activities for the Mutual Aid and Assistance Program, and provide administrative oversight and coordination of the Agreement and the associated policies and procedures.

ARTICLE IV
PROCEDURES

The OnWARN Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program, which may be undertaken in cooperation with Associate Members, at the sole discretion of the OnWARN Steering Committee. These procedures shall be reviewed at least annually and updated as needed by the OnWARN Steering Committee.

The OnWARN Steering Committee shall distribute copies of the policies and procedures to the Members when they are developed or amended.

ARTICLE V
REQUESTS FOR ASSISTANCE

- A. Member Responsibility: Members shall identify an Authorized Official and alternate contacts, related contact information including 24-hour access (e.g. an after-hours number), and maintain information on resources that may be available from the Member for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and copies provided to the OnWARN Steering Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from participating Members. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as reasonably practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

For further clarity, an Emergency under this agreement does not require the Member to declare a state of emergency in accordance with the Emergency Management and Civil Protection Act.

- B. Response to a Request for Assistance – Members are not obligated to respond to a request for assistance from a Requesting Member. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Responding Member shall inform the Requesting Member about the type of available resources and the approximate time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance from a Requesting Member. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

- A. Incident Management System – When providing assistance under this Agreement, the Requesting Member and Responding Member may be organized and may function under the Incident Management System.
- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel shall be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to reasonably meet the needs of its personnel.

Except as provided below, the cost for such resources shall not exceed the Responding Member's per diem rates or related expense policy for that area. To the extent food and shelter costs exceed the Responding Member's per diem rates for the area, the Responding Member shall demonstrate that the additional costs were reasonable and necessary under the circumstances.

Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and personnel. In lieu of radio equipment, the Requesting Member may make alternative communications arrangements with the Responding Member in order to adequately facilitate coordinated communications during the Period of Assistance.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licences and Permits – To the extent permitted by law, Responding Member personnel who hold licences, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw shall be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances

ARTICLE VII

COST – REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance. The Responding Member may assume, in whole or in part, any such loss, damage, expense, or other cost incurred, or may loan such equipment or donate such services to the Requesting Member without charge or cost to the Requesting Member.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. At a minimum, rates for equipment use shall be based on the “Ontario Provincial Standard 127 Schedule of Equipment Rates”. If a Responding Member uses rates different from those in the “Ontario Provincial Standard 127 Schedule of Equipment Rates”, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used shall be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the “Ontario Provincial Standard 127 Schedule of Equipment Rates” shall be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member actual replacement cost, plus handling charges, for use of expendable, consumable, or non-returnable supplies. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – The Responding Member shall provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member shall send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years after the Period of Assistance, or longer where required by law.

ARTICLE VIII
DISPUTES

If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the rules of the Ontario Arbitration Act. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI
WORKPLACE SAFETY AND INSURANCE

- A. Workplace Safety and Insurance - The Workplace Safety and Insurance Act provides that if an Emergency is declared by the Premier of Ontario or the head of council of a municipality, and a person is sent to assist, the Crown (Government of Ontario) or the municipality, whichever declared the Emergency is considered the employer of that person for the purposes of assessing any accident costs. However, the worker's regular employer (Responding Member) continues to be responsible for:
- Maintaining employment benefits as required by section 25 of the Workplace Safety and Insurance Act,
 - Complying with the obligation to co-operate in the early and safe return to work of the worker (section 40), and,
 - Complying with the obligation to re-employ the worker (section 41) if it applies.

Any costs incurred by the worker's regular employer (Responding Member) in meeting these obligations are reimbursed by the Crown or the municipality, whichever is applicable.

The Responding Member is responsible for providing Workplace Safety and Insurance Board (WSIB) benefits and administering WSIB for its employees. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with WSIB and other employee claims that arise from or are related to providing assistance under this Agreement.

- B. Hold Harmless - The Requesting Member shall indemnify and hold the Responding Member harmless from and against any and all liability for loss, including, but not limited to, damage, cost or expense which the Responding Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of the Responding Member.

Where payments are made to Responding Member's employees under WSIB or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Member shall make reimbursement to Responding Member to the extent such payment increases the Responding Member's WSIB or disability benefits costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against the Responding Member alleging liability for which Requesting Member shall indemnify and hold harmless the Responding Member under the above paragraphs, the Responding Member shall promptly notify the Requesting Member thereof, and the Requesting Member, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

ARTICLE XII

NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members in respect of this Agreement, shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII

INSURANCE

Each Member shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

- A. Members shall maintain at minimum the following insurance policies;
- a. Commercial General Liability (CGL) insurance for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (\$5,000,000.00). This CGL insurance shall be written to a minimum of the current IBC 2100 form or the most recent version and such policy shall include:
 - i. the Responding Member as an additional insured;
 - ii. a cross liability clause;
 - iii. products and completed operations coverage;
 - iv. broad form contractual liability coverage;
 - v. non-owned automobile liability coverage; and
 - vi. operation of attached machinery;
 - b. Automobile third party liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00); and
 - c. All Risk Property insurance that covers any property on loan from a Responding Member
- B. In the event of a claim requiring the Responding Member to incur costs as a result of providing assistance under this Agreement, the Requesting Member shall be responsible for reimbursing the Responding Member for the payment of every deductible amount provided in the insurance described in Article XIII (A), above.
- C. The Requesting Member covenants and agrees that the insurance obligations mentioned above will not be construed to and will in no manner limit or restrict the liability of the Requesting Member or its responsibility under Article IX.

ARTICLE XIV

CONFIDENTIAL INFORMATION

Subject to the terms and conditions of the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act and Personal Health Information Protection Act, 2004, as appropriate, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information under this Agreement. Except when compelled by this agreement to provide information to a Member, if any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV
EFFECTIVE DATE

This Agreement shall be effective on the Member once the Member's authorized representative executes this Agreement and the OnWARN Steering Committee Chair receives the executed Agreement. The OnWARN Steering Committee Chair shall maintain a list of all Members and Associate Members, and make the list available to all Members and Associate Members.

ARTICLE XVI
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the OnWARN Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support this Agreement, legislative action, creation of a mutual aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members. The OnWARN Steering Committee Chair shall provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between Members to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XX
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and shall be without effect.

ARTICLE XXI
COUNTERPARTS

This Agreement may be executed and delivered by the parties in counterparts, each of which shall constitute an original and may be delivered by facsimile, email or other functionally equivalent electronic means of communication, and those counterparts taken together shall constitute one and the same instrument.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Utility listed here manifests its intent to be a Member of the Ontario Water/Wastewater Agency Response Network by executing this Mutual Aid and Assistance Agreement on this _____ day of _____ 20____.

Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name



Subject: City Real Estate – Phase 1 – Net Proceeds

To: Council

From: Chief Administrative Office

Report Number: 2022-13

Meeting Date: January 25, 2022

Recommendation:

That Chief Administrative Office Report 2022-13 be received for information.

Purpose:

The purpose of this staff report is to update Council on the net proceeds from Phase 1 of the City Real Estate initiative.

Background:

In the fall of 2020, the Economic Development and Tourism Services Division created a City Real Estate initiative focused on identifying property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the City Real Estate initiative is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of the project, which included one commercial lot and five residential lots, was implemented on Monday November 23, 2020 with a news release, property information added to the City's website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent at Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complied with Council's Sale and Disposition of Land By-law.

Discussion:

This project delivers on a commitment in the City's 2020-2023 Strategic Plan "Attracting Business Investment and Tourists" pillar and implementing a City Real Estate initiative is an action item.

The chart below lists the City properties that were sold, the costs of completing the sales, and the net proceeds. The costs include legal and real estate commission.

Property Address	Listing Price	Sale Price	Costs	Net Proceeds
142 Fraser St.	\$59,900	\$50,000	\$3,586.90	\$46,413.10
133 Durham St.	\$64,900	\$67,000	\$4,269.75	\$62,730.25
Lot - Catherine St.	\$229,900	\$230,000	\$7,988.29	\$222,011.71
130 Rodney St.	\$64,900	\$45,000	\$2,978.78	\$42,021.22
80 Nickel St.	\$95,000	\$150,000	\$8,064.30	\$141,935.70
90 Fraser St.	\$104,900	\$90,000	\$2,826.56	\$87,173.44
Total				\$602,285.42

The financial legacy from the sale of these properties is not necessarily in the net proceeds of sale but rather the future contribution to the tax, water, wastewater and storm sewer base.

- Prior to development, staff estimate the municipal value to be \$9,500 annually. The net present value of this contribution over 50 years is approximately \$467,000.
- Following development, staff estimate the municipal value to be \$38,900 annually. The net present value of this contribution over 50 years is approximately \$1,400,000 plus contributions to the water and wastewater budget in the form of usage and fixed charges.

The calculations above were made using the following key assumptions:

- All properties were considered residential with a $\frac{3}{4}$ " water meter for the purpose of the calculations above. Staff identify not all properties are residential and/or will be fully residential once developed. The approach of assessing all as residential was done for purposes of conservatism, recognizing the split is currently unknown. For the purpose of the storm sewer, once developed, the properties have been assessed as single-family properties for the purpose of this illustrative calculation only.
- The taxes grow by 2%, water/wastewater by 5% and storm sewer by 5%. These figures will vary based on factors such as inflation, defined service levels, growth and density of growth.
- A 4.45% discount rate (2.45% Bank Rate + 2% Risk)

Once developed, these properties will be re-assessed by the Municipal Property Assessment Corporation (MPAC). Staff will recalibrate the economic value of these sales at that time.

It is also noteworthy that these developments will create eighteen new dwelling units in the City as well as new users on the City's water and wastewater systems.

A second phase of the City Real Estate initiative is underway and includes the redevelopment of 235-241 Welland Street and two infill development opportunities on Borden Avenue that will be marketed through MLS sometime in Q1/2022. Staff are continuing to review other development opportunities that will be brought forward to Council in 2022.

Staff are also working on Phase 3 that focuses on reviewing small irregular shaped parcels owned by the City that are surplus to operational needs but may have value to adjoining landowners. There are several that will be brought to Council in 2022 for review.

Internal Consultations:

Economic Development and Tourism Services consult with Clerks, Planning and Development, Fire Department, Public Works/Engineering, Parks, Corporate Services, and Office of the CAO on the disposition of City Real Estate.

Financial Implications:

The net proceeds from Phase 1 of the City Real Estate initiative were \$602,285.42. These funds were directed to the Economic Development Land Reserve which provides a source of non-tax levy funds to be used for studies, assessments and pre-development work related to the disposition and acquisition of City real estate.

As identified above, once these properties are developed, the net present value of future contributions from these properties over 50 years is estimated at approximately \$1,400,000 based on the assumptions highlighted above.

Public Engagement:

City land for sale is posted on the City's website, promoted on MLS, and shared with a database of investors maintained and updated regularly by the Economic Development and Tourism Services Division.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne
 - Value: Financial Management to Achieve Financial Sustainability
 - Governance: Communications, Engagement, and Decision-Making
-

Conclusion:

Phase 1 of the City Real Estate initiative generated \$602,285.42 in net proceeds. Economic Development and Tourism Services staff, with support from other City departments, are moving forward with Phase 2 and Phase 3 of the project. Staff will report to Council in 2022 with information for further direction.

This project delivers on a commitment in the City's 2020-2023 Strategic Plan "Attracting Business Investment and Tourists" pillar and implementing a City Real Estate initiative is an action item.

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
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Economic Development Officer
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Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.



Subject: Update on Digital Main Street

To: Council

From: Chief Administrative Office

Report Number: 2022-12

Meeting Date: January 25, 2022

Recommendation:

That Chief Administrative Office Report 2022-12 be received for information.

Purpose:

The purpose of this report is to update Council on the performance of the Digital Main Street program.

Background:

Digital Main Street (DMS) was officially launched in Toronto by the Toronto Association of Business Improvement Areas (TABIA), with the support of the City of Toronto, in June 2016 and proved to be successful. In 2018, the Government of Ontario invested \$12 million into expanding the DMS program, which continued into 2020 when the COVID-19 pandemic started to severely impact brick-and-mortar small businesses. On July 1, 2021, the provincial government (through the Ministry for Economic Development, Job Creation and Trade) once again extended funding for the Ontario Grants Program (OGP) to provide Digital Transformation Grants to small businesses and Digital Service Squad grants to municipalities, BIAs, Chambers of Commerce, and Small Business Enterprise Centres.

Having never applied to DMS before, City staff identified the opportunity and decided it was prudent to apply. An email from the Ontario Business Improvement Area Association (OBIAA), which is the administrator of the grants on behalf of the provincial and federal governments, confirmed on July 22, 2021, that the City of Port Colborne was successful with its application. It is important to note that the City of St. Catharines ran the DMS program in Port Colborne in 2019. Out of the 16 small businesses that

their Digital Service Squad served, four applied for the Digital Transformation Grant and ended up receiving one each. Businesses that receive the grant once are not eligible to receive it again.

Discussion:

The \$18,862 Digital Service Squad grant has allowed the City to employ a coordinator to execute the DMS program over five and a half months. An announcement about this news was shared in a media release issued on September 21, 2021, the week when the program officially launched in Port Colborne. The main objective of the DMS program is to provide small business owners with digital assessments of their online presence and an opportunity to apply for a one-time \$2,500 Digital Transformation Grant (DTG). The deadline to apply for the grant was November 30, 2021.

A total of three businesses submitted applications and will receive a non-repayable DTG. The injection of \$7,500 into these businesses is beneficial from the standpoint of transforming the way they conduct business and supporting their continued recovery from the financial impacts of the COVID-19 pandemic. The City's Digital Service Squad looks forward to working one-on-one with the three businesses on gaining a basic online presence or enhancing their existing web presence, activating easy-to-use tools such as Google My Business and social media, setting up a free trial of an e-commerce shop (through Shopify), and connecting them to local vendors with expertise in web design, digital marketing (and advertising), and information and communications technology (ICT).

Since the passing of the application deadline, the Digital Service Squad has also been offering no-cost assistance to all Port Colborne small businesses and guidance for accessing free resources to increase their online visibility. Overall, the DMS program has been shown to bring value to the local small business community and support the Economic Development & Tourism Services Division's goal of rejuvenating this vital business sector. The program will conclude by the third week of February.

Internal Consultations:

Staff provided regular updates on the progress of the DMS program to the Manager of Strategic Initiatives.

Financial Implications:

There are no financial implications associated with executing the DMS program besides the workspace, Internet access, and basic office supplies provided to the program coordinator over the five-and-a-half-month employment term.

Public Engagement:

In the funding application, City staff projected to serve 75 small businesses from all over Port Colborne. From September 21 to November 30, 2021, staff contacted a total of 89 small businesses about starting a Digital Transformation Grant application. Contact methods included emails, phone calls, meetings on Microsoft Teams, and in-person visits. A list of contacted businesses is included in the appendix of this report. Of these 89 businesses, 66 either declined the opportunity or did not respond.

Marketing tactics employed included targeted advertising on Facebook, posts on the City's social media channels, mentions in the Downtown Port Colborne BIA's newsletter, an ad in Niagara This Week, print posters and postcards, and personalized letters to business owners. Efforts to promote the DMS program continued through to the November 30th grant application deadline.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar of the strategic plan:

- Attracting Business Investment and Tourists to Port Colborne
-

Conclusion:

This report gives an update on the performance of the Digital Main Street (DMS) program. A successful application provided the City with an \$18,862 Digital Service Squad grant to execute the program over approximately five months (September 2021 through February 2022). By way of its \$2,500 Digital Transformation Grants, three small businesses in Port Colborne now have the opportunity to adopt tools and technology to transform their operations and marketing efforts. Combined with the four businesses that received grants in 2019, the DMS program has injected a total of \$17,500 into Port Colborne's small business sector.

Appendices:

- a. Digital Main Street – Contact List

Respectfully submitted,

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Digital Service Squad Program Coordinator
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Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

Contact List – As of Nov. 30, 2021

Digital Main Street & City of Port Colborne

Business Name	Email	Phone	Mail	In-Person Visit	Number of Times Contacted
Allinson's Department Store	x			x	2
Hamilton Music Magic Group	x				1
Super Service Rubber Stamp & Sign Ltd.	x				1
Brad Wood Photography	x				1
Stolk Construction Ltd.	x	x			2
Port Motel	x				1
Cash4Phones	x	x			2
Malus Cider House	x	x			2
J & B Pro Music	x	x			2
The Water's Edge Day Spa	x	x	x	x	7
Books by Jessica	x	x			2
Archie's Subs & Eatery	x	x			3
Sudz Homemade	x	x			2
ClipsnMoreShop	x	x			2
Dragon's Eye Consulting Inc.	x	x			2
Absolute Niagara Falls Inc.	x	x			5
Phil's Auto Service	x	x	x		4
Good Night Inn	x	x			3
Spellbound Candles	x	x			2
Spiritual Bookstore	x				1
Breakwall Brewing Company	x				2
Arlie's Florist and Gift Shop	x			x	3
Crew's Quarters	x				1
Glam Girl	x			x	3
Grant's Gifts	x			x	3
Harmony on West	x			x	3
JB Fashions	x				1
270 Degrees West	x			x	3
The Honey Bee Store	x	x	x	x	5
Serendipities Boutique	x			x	3
SupplemaX	x		x	x	5
Alphabet Bookshop	x			x	3
G&M Fitness	x				2
Minor Fisheries Restaurant	x				2
The Healthy Cupboard	x	x	x	x	5

Absa-fashion-lutely	x				2
The Breakfast Barn	x				2
The Smokin' Buddha	x				2
The Lock Wood Fired Pizza	x		x	x	5
Tender Cuts	x				2
Lemayzzz Meats	x				2
Don Cherry's Sports Grill	x				2
Trinity Care Services	x				2
Pink Magnolia Medical Clinic	x				2
Bodner's Market	x				2
Bridgeview Motors	x	x	x	x	7
Dayboll Jiu-Jitsu & Fitness Academy	x				1
Hands on Health	x				2
PEDAL...Bicycle Shop	x				2
Wellness on the Water Massage	x				1
The Cheers Store	x				1
Pampered Paws	x				2
Newport Signs				x	1
La Dolce Vita Bakery	x		x	x	3
Auto Know Parts	x		x	x	3
Melina's Family Restaurant	x		x		2
C. M. Steele Insurance Brokers	x				1
Steele and Clover Public House			x	x	2
Ming's Kitchen				x	1
Market Café	x			x	2
Mom Dukes Authentic Jamaican Cuisine				x	1
Port Optical	x	x	x	x	4
Port Colborne Speech and Language Therapy	x				1
West Side Dental	x				1
The Clinic on Elm	x				1
Dr. Mario Ventresca	x				1
Genius Fitness & MMA	x	x	x		5
JD Spa Services	x				1
Dance Expressions Inc.	x				1
San Marco's Ristorante	x				1
Arbor Automotive				x	1
Tiretrackers				x	1
Rick's Auto Sales & Service	x	x	x	x	6
Moe's Taps & Wings				x	1

Weedy Point	x	x	x	x	3
Classi-Cuts		x	x	x	3
Shapes Hair Salon			x	x	2
Bremfield's	x	x	x	x	6
Hair & There				x	1
Davidson Funeral Home	x				1
Carnivore's Cupboard	x	x	x		3
Ken Begg Nursery Sales	x				1
Murdoch's Tire & Automotive	x				1
Port Colborne Animal Hospital	x				1
Port Medical Pharmacy	x				1
Backroad Barbecue Company	x		x		3
Niagara Insurance Brokers	x				1
Carnival of Kitsch	x				1
First Wave	x				1
Total	79	24	20	31	200

Subject: COVID Update – January 2022

To: Council

From: Chief Administrative Office

Report Number: 2022-19

Meeting Date: January 25, 2022

Recommendation:

That Chief Administrative Office Report 2022-19 be received for information.

Purpose:

This CAO generated report is provided as a follow up to the COVID-19 pandemic update that was provided to City Council on December 13, 2021.

Background:

The City's Emergency Operations Centre (EOC) was activated in response to the COVID-19 pandemic on March 13, 2020 by bringing together the City's Emergency Control Group (ECG). The COVID-19 pandemic continues to affect the nation and the City continues to prepare, respond, and plan recovery from the impacts of the pandemic to the municipality. As described in a previous staff report, the City's response is based on four principles:

- Maintaining essential City services to the community throughout the emergency;
- Continuing to ensure the safety and security of the public and City staff;
- Ensuring the organization remains financially stable throughout COVID-19; and
- Continuing to remain consistent in the City's actions with the actions of other agencies.

In order to respond appropriately to the impacts of the pandemic and adhere to these principles, the City's response has been divided into three phases:

- First phase – initial response and precautions for users and staff
- Second phase – maintaining essential services
- Third phase – recovery and reopening

Recently, the City is in the third phase, recovery and reopening, as staff continued to execute plans that were developed for reopening the City's programs, services, and facilities. More recently, the City has moved back to the second phase – maintaining essential services – as the emergence of the Omicron variant and the associated increase in case numbers has required the City to institute further precautions designed to ensure that there are adequate numbers of City workers to maintain services to the community.

Discussion:

In recent months, the COVID update to Council has detailed the City's planned re-connection with residents and other stakeholders to provide services that were provided on an appointment-only basis. Nearly every City service was maintained during the pandemic and available to users, although some services were modified to be offered on a virtual platform or on an appointment-only basis. Some facilities were closed to the public – that is the public could not 'walk-in', however the services were still available by pre-arranging to meet staff.

The last report to Council in December described the emergence of the Omicron variant of the coronavirus and the fact that the City might have to monitor the case numbers in Niagara and Ontario and make a determination to reverse course with the safe, gradual reopening of City services. In the time since that report, case numbers in Niagara and in Port Colborne have increased dramatically – in some cases to levels not previously seen during the pandemic. The Province has instituted new safety measures that apply to the hospitality sector, indoor gatherings, and public facilities. The City is fully compliant with these measures for facilities that the City administers.

As mentioned in the November COVID Update to Council, the City is employing a colour-coded system of measures designed to protect the workplace from the spread of COVID so that essential services that the City provides can be maintained. A large number of City workers absent from work due to illness would create a disruption in essential services and management feels it is critical to avoid this possibility. The colour-coded system is a workplace measure and is not intended for business or individual use in the broader community.

The ECG and senior management have been monitoring the pandemic conditions and determined that it was prudent to move from the 'yellow' level to the 'orange' level of COVID precautions. As conditions continued to require further protection for City staff and the community, the decision was made for a further move from 'orange' to 'red' on the spectrum. Under the red level, the City has instituted a number of precautions that govern staff activities such as meetings, meals, capacity limits in various indoor facilities, and processes and procedures related to service delivery to name a few. A summary of the various colour levels was provided to Council at the November 22, 2021 Council Meeting.

The City's ECG will continue to monitor the spread of COVID in the Province and all announcements from health authorities to determine the ideal timing to move from 'red' back to 'orange' or some other level of the framework.

The City is compliant with all regulatory and public health advice from Regional Public Health and the Province of Ontario.

Internal Consultations:

The City's Emergency Control Group continues to meet on a regular basis during the pandemic. From time to time, staff from other departments are present at these meetings to discuss reopening of City programs and amenities including recreation facilities and programming, cultural services, and access to City buildings.

Financial Implications:

While the pandemic has had financial impacts on the City in 2020 and 2021, there are no new financial impacts since the most recent report to Council. City staff project a balanced budget for 2021, a financial report for the fiscal year ended on December 31, 2021 will be presented at a future Council meeting.

The 2022 Budget has been approved by Council and staff expect to end the year in a surplus position despite the continued financial impacts of the COVID pandemic.

Public Engagement:

The City continues to provide high-quality communication to the community by giving frequent updates of City initiatives and sharing information from other agencies such as the Federal government, the Provincial government, and the Region of Niagara and Niagara Region Public Health.

Strategic Plan Alignment:

The initiative contained within this report supports the following pillar(s) of the strategic plan:

- Service and Simplicity - Quality and Innovative Delivery of Customer Services
- City-Wide Investments in Infrastructure and Recreational/Cultural Spaces
- Value: Financial Management to Achieve Financial Sustainability
- People: Supporting and Investing in Human Capital

Conclusion:

The City's Emergency Control Group continues to meet during the pandemic to make operational decisions for the City's programs and services in order to maintain essential operations within the community. Staff will continue to report to Council for the duration of the pandemic.

Respectfully submitted,

Scott Luey
Chief Administrative Officer
905-835-2900 ext. 306
Scott.Luey@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final review and approval by the Chief Administrative Officer.

December 1, 2021

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

**Re: National Childcare Program
Our Files:**

Dear Premier Ford,

At its meeting held on November 15, 2021, St. Catharines City Council approved the following motion:

“WHEREAS the province of Ontario has the most expensive childcare in the country, presenting a financial hardship for many families and a barrier for women’s full economic participation; and

WHEREAS the \$34 billion early learning and childcare spending commitment announced this year by the federal government will bring transformative change to childcare by lowering parent fees and expanding the supply of regulated not-for-profit and public childcare in this country; and

WHEREAS the federal government has already reached childcare agreements with BC, Nova Scotia, Manitoba, Saskatchewan, Yukon Territory, PEI, Newfoundland and Labrador and Quebec; and

WHEREAS the provisions of each agreement vary to some degree, but the majority of the jurisdictions have agreed to use the federal funds to:

- (a) lower parent fees by 50 per cent by the end of 2022 and to \$10 a day by 2025-26 or sooner;
- (b) improve the wages and working conditions of early childhood educators, and
- (c) publicly fund the expansion of not-profit and public childcare;

THEREFORE BE IT RESOLVED that the City of St. Catharines request that the provincial government take the necessary steps to work with the federal government on

a bilateral agreement to ensure the new national child care program be made available to Ontarians, and that it focuses on increased access, affordability, quality and responsiveness, all of which are essential to the COVID-19 pandemic response; and

BE IT FURTHER RESOLVED that staff actively monitor federal developments and engage in provincial and regional discussions; and

BE IT FURTHER RESOLVED that City Council request the City Clerk circulate Council's decision to other municipalities in Ontario, the Ontario Municipal Social Services Association and the Association of Municipalities of Ontario.”

If you have any questions, please contact the Office of the City Clerk at extension 1524.



Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:mb

cc: Niagara Area MPPs
Ontario Municipal Social Services Association
Ontario Municipalities
Association of Municipalities of Ontario, amo@amo.on.ca

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

December 17, 2021

CL 25-2021, December 16, 2021

CSC 12-2021, December 8, 2021

CSD 75-2021, December 8, 2021

LOCAL AREA MUNICIPALITIES

SENT ELECTRONICALLY

Approval of 2022 Interim Levy Dates and Amounts

CSD 75-2021

Regional Council, at its meeting held on December 16, 2021, passed the following recommendation of its Corporate Services Committee:

That Report CSD 75-2021, dated December 8, 2021, respecting Approval of 2022 Interim Levy Dates and Amounts, **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That the interim Regional levy amounts and dates **BE APPROVED** in accordance with Appendix 1 to Report CSD 75-2021;
2. That the appropriate by-law **BE PREPARED** for presentation to Regional Council for consideration and approval; and
3. That Report CSD 75-2021 **BE CIRCULATED** to the Local Area Municipalities for information.

A copy of Report CSD 75-2021 and By-law 2021-113 are enclosed for your reference.

Yours truly,



Ann-Marie Norio
Regional Clerk

:kl

CLK-C 2021-187

cc:

R. Fleming, Senior Tx & Revenue Analyst
M. Murphy, Associate Director, Budget Planning & Strategy
H. Chamberlain, Director, Financial Planning & Management/Deputy Treasurer
T. Harrison, Commissioner, Corporate Services/Treasurer
K. Beach, Executive Assistant to the Commissioner of Corporate Services

Subject: Approval of 2022 Interim Levy Dates and Amounts

Report to: Corporate Services Committee

Report date: Wednesday, December 8, 2021

Recommendations

1. That the interim Regional levy amounts and dates **BE APPROVED** in accordance with Appendix 1 to Report CSD 75-2021.
2. That the appropriate by-law **BE PREPARED** for presentation to Regional Council for consideration and approval.
3. That Report CSD 75-2021 **BE CIRCULATED** to the Local Area Municipalities for information.

Key Facts

- The purpose of this report is to approve the interim levy amounts and due dates.
- Section 316 of the *Municipal Act, 2001*, provides that the council of an upper-tier municipality may requisition an amount equivalent to 50% of the prior year's approved levy from each area municipality in order to continue core services prior to the adoption of budget estimates for the year.
- The Region's Budget Control Bylaw (2017-63, section 6.3 paragraph a.) provides that prior to Council's approval of the Operating Budget bylaw, a current year's expenditures may be incurred if a budget for a similar item existed in the previous year's operating budget and the expenditures is at the same service level as the prior year and does not exceed 50% of the amount appropriated in the previous year's operating budget. The interim levy ensures sufficient funds are available to sustain operations.
- Interim levy dates are consistent with the prior years. The local area municipalities were consulted and no alternative dates are considered.

Financial Considerations

The interim levy amounts to be requisitioned from the local area municipalities total \$202,650,307 for the General Levy and \$20,283,382 for the Waste Management special levy for a total of \$222,933,689 or 50% of the 2021 levied amounts. The interim levy will

provide sufficient cash flows for current year Region operations until approval of the 2022 operating budget and final levy amounts.

Analysis

The authority to incur expenditures by Regional departments, boards and agencies is granted by Regional Council through the annual approved operating budget as prescribed by the *Municipal Act, 2001*. Prior to the annual budget being adopted by Regional Council, bylaw 2017-63 as approved by Regional Council provides that Regional departments, boards and agencies may incur expenses up to 50% of their prior year's operating budget in order to maintain business as usual for Regional services.

Further to this, Section 316 of the *Municipal Act, 2001*, authorizes Council through a by-law to provide an interim levy equivalent to 50% of the prior year's approved estimates (subject to certain adjustments) before the adoption of budget estimates for the year. It has been the Region's past practice to levy an interim amount in order to fund Regional services prior to the approval of the annual budget and final levy amounts. As such, Appendix 1 to Report CSD 75-2021 includes the proposed interim levy dates and amounts by Local Area Municipality.

Alternatives Reviewed

Alternative thresholds were not considered as the interim levy of 50% permitted by the *Municipal Act, 2001* will generally ensure cash inflows in the shorter term are able to accommodate the level of expenditures. The *Municipal Act, 2001* does not have a requirement to approve a spending limit in advance of the budget approval however the practice has been adopted by the Region through bylaw 2017-63

Relationship to Council Strategic Priorities

The recommendations in this report align with Council's Strategic Priority of Sustainable and Engaging Government.

Other Pertinent Reports

None.

Prepared by:

Rob Fleming, MBA
Senior Tax & Revenue Analyst
Corporate Services

Recommended by:

Todd Harrison, CPA, CMA
Commissioner/Treasurer
Corporate Services

Submitted by:

Ron Tripp, P.Eng.
Chief Administrative Officer

This report was prepared in consultation with Margaret Murphy, Associate Director, Budget Planning & Strategy, and reviewed by Helen Chamberlain, Director, Financial Management & Planning/Deputy Treasurer.

Appendices

Appendix 1 Interim Levy Payments and Dates

Appendix 1 - Interim Levy Payments and Dates

Table 1 - Interim General Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	6,295,227	6,295,227	12,590,454
Grimsby	7,727,795	7,727,795	15,455,589
Lincoln	6,114,347	6,114,347	12,228,694
Niagara Falls	21,363,065	21,363,065	42,726,129
Niagara-on-the-Lake	8,772,817	8,772,817	17,545,634
Pelham	4,287,289	4,287,289	8,574,579
Port Colborne	3,252,185	3,252,185	6,504,369
St. Catharines	26,184,956	26,184,956	52,369,912
Thorold	4,187,699	4,187,699	8,375,397
Wainfleet	1,531,526	1,531,526	3,063,051
Welland	8,396,817	8,396,817	16,793,633
West Lincoln	3,211,431	3,211,431	6,422,862
Total	101,325,151	101,325,151	202,650,303

Table 2 - Waste Management Interim Special Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	770,721	770,721	1,541,442
Grimsby	557,873	557,873	1,115,745
Lincoln	463,521	463,521	927,043
Niagara Falls	1,988,145	1,988,145	3,976,290
Niagara-on-the-Lake	439,618	439,618	879,235
Pelham	351,829	351,829	703,657
Port Colborne	510,435	510,435	1,020,869
St. Catharines	3,077,998	3,077,998	6,155,996
Thorold	434,000	434,000	867,999
Wainfleet	156,374	156,374	312,747
Welland	1,133,355	1,133,355	2,266,710
West Lincoln	257,863	257,863	515,725
Total	10,141,729	10,141,729	20,283,458

Table 3 - Total General & Waste Management Interim Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total Interim Levy
Fort Erie	7,065,948	7,065,948	14,131,896
Grimsby	8,285,667	8,285,667	16,571,334
Lincoln	6,577,868	6,577,868	13,155,737
Niagara Falls	23,351,210	23,351,210	46,702,419
Niagara-on-the-Lake	9,212,435	9,212,435	18,424,869
Pelham	4,639,118	4,639,118	9,278,236
Port Colborne	3,762,619	3,762,619	7,525,238
St. Catharines	29,262,954	29,262,954	58,525,908
Thorold	4,621,698	4,621,698	9,243,396
Wainfleet	1,687,899	1,687,899	3,375,798
Welland	9,530,172	9,530,172	19,060,343
West Lincoln	3,469,294	3,469,294	6,938,587
Total	111,466,880	111,466,880	222,933,760

THE REGIONAL MUNICIPALITY OF NIAGARA

BY-LAW NO. 2021-113

A BY-LAW TO AUTHORIZE A 2022 INTERIM TAX AND
WASTE MANAGEMENT SPECIAL UPPER-TIER LEVY
FOR THE REGIONAL MUNICIPALITY OF NIAGARA

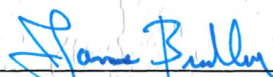
WHEREAS subsection 316 (1) and (2) of the Municipal Act S.O., 2001, Chapter 25, as amended, authorizes the Council of an upper-tier municipality to requisition an amount not exceeding 50% of the prior year's levy from each lower-tier municipality prior to Niagara Regional Council's adoption of its final levy for the year; and

WHEREAS in order for the Niagara Region to continue providing services and pay the related costs, it is necessary to request, as an interim measure, a levy from the Area Municipalities to bridge the period until the tax rate by-law is approved.

NOW THEREFORE the Council of The Regional Municipality of Niagara enacts as follows:

1. That a 2022 interim general levy in the amount of \$202,650,303 which represents 50% of the Niagara Region's 2021 general taxation levy, be requested from the Area Municipalities.
2. That a 2022 interim special levy in the amount of \$20,283,458 which represents 50% of the Region's special upper-tier levy for 2021 Waste Management purposes, be requested from the Area Municipalities.
3. That the respective Area Municipalities be required to remit the interim levies in two equal installments on the dates, and in the amounts, as outlined in Schedule A attached hereto (from Report CSD 75-2021).
4. That this by-law shall come into force and effect on January 1, 2022.

THE REGIONAL MUNICIPALITY OF NIAGARA


James Bradley, Regional Chair


Ann-Marie Norio, Regional Clerk

Passed: December 16, 2021

Schedule A

Table 1 – Interim General Levy (\$)

Municipality	March 9, 2022	May 11, 2022	Total
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Schedule A

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West Lincoln	3,469,294	3,469,294	6,938,587
Total	111,466,880	111,466,880	222,933,760

Note: Difference may exist due to rounding.



Ontario

December 23, 2021

Jean-Jacques Ruest
President and CEO
CN Rail
jeanjacques.ruest@cn.ca

Dear Mr. Ruest:

I am writing to you with regards to drainage in Ontario.

Drainage infrastructure is critical to support agriculture and food production in rural Ontario. Ontario's Drainage Act is a very important piece of legislation to meet the drainage needs of a variety of stakeholders including individual farmers, landowners, municipalities and, of course, railways. As resolving drainage issues can be complex and represent a significant financial impact for ratepayers, the Drainage Act was enacted to promote a fair and efficient process.

Historically, there has been infrequent and minimal conflict between municipalities and the railways around drainage. Railways have generally complied with their obligations under the Drainage Act. However, recently I have received a significant amount of correspondence from stakeholders and municipalities in Ontario – including by delegations at both the Rural Ontario Municipal Association and the Association of Municipalities of Ontario conferences – expressing concerns about difficulties they are having in their dealings with CN Rail on drainage issues and projects under the Drainage Act. It appears that CN Rail is now of the view that, as it is federally regulated, it is not required to comply with this provincial legislation.

Consequently, a variety of issues have emerged, including:

- non-payment by CN Rail of statutory cost assessments and/or advising municipalities that all costs are the responsibility of the municipality;
- project delays related to administrative barriers created by CN;
- insistence that the municipalities enter into crossing agreements that shift costs to the municipalities, contrary to the provisions of Ontario's Drainage Act.

.../2

To give you an indication of the severity of the issue at hand, there are at least 55 municipal drain projects currently being impacted by CN Rail's actions with more anticipated. If these works do not proceed and CN Rail uses the municipalities to carry its costs, it will take an unnecessary and unfair toll on those communities. This is a concern to our government as landowners within these drain watersheds count on a reliable, functional drainage system to support their businesses and agricultural operations thereby supporting their families, neighbours, and thriving communities.

Given that federally regulated railways are indeed subject to the Drainage Act, we expect CN Rail to pay its costs as assessed under the Drainage Act and not to hinder the progress of these projects or others in the future. To that end, I have recently written to my federal colleagues, the Honourable Omar Alghabra, Minister of Transport and the Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-food about the issue and I have asked for their support to resolve this issue.

I am sure that you would agree with me that having a multitude of projects brought forward for adjudication does not represent an effective use of CN time or money. I welcome an opportunity to meet with you to discuss this matter further as finding a resolution is critical.

I look forward to your response.

Sincerely,



Lisa M. Thompson
Minister of Agriculture, Food and Rural Affairs

c: Mayor Jamie McGarvey, AMO President, Mayor of the Town of Bracebridge
Mayor Robin Jones, ROMA Chair, Village of Westport
Fiona Murray, CN, Vice-President, Public and Government Affairs
Daniel Salvatore, CN, Manager Public Affairs Ontario
Hon. Omar Alghabra, Minister of Transport
Hon. Marie-Claude Bibeau, Minister of Agriculture and Agri-Food Canada
Hon. Caroline Mulroney, Minister of Transportation
Hon. Steve Clark, Minister of Municipal Affairs and Housing

COVID-19 Reminders

- For vaccination booking details visit: <https://covid-19.ontario.ca/book-vaccine/>
- Follow your local public health/safety measures: <https://covid-19.ontario.ca/zones-and-restrictions>
- Practice physical distancing – stay 2 metres away from others in public
Get the facts - www.ontario.ca/page/covid-19-stop-spread



DRAINAGE SUPERINTENDENTS ASSOCIATION OF ONTARIO

President – Lu-Ann Marentette
Municipality of Leamington
Phone: 519-326-5761 Ext 1309
Email: lmarentette@leamington.ca

Past President – Greg Nancekivell
R.J. Burnside & Associates, Woodstock
Phone: 519-340-2000
Email: greg.nancekivell@rjburnside.com

Vice-President – Elizabeth Cummings
Town of Plympton-Wyoming
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Director – Ryan Moore
City of Hamilton
Phone: 905-546-2424 Ext 6471
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Director – Frank Jonkman
Town of Bradford, West Gwillimbury
Phone: 905-778-4321
Email: fjonkman@townofbwg.com

Director – Lorne Franklin
Robinson Consultants Inc.
Phone: 613-592-6060 Ext 123
Email: lfranklin@rcii.com

Director-at-large – David Moores
R. Dobbin Engineering, Petrolia
Phone: 519-882-0032
Email: david@dobbineng.com

Director - Paul MacIntyre, L.E.L. C.E.T.
R. J. Burnside & Associates, Woodstock
Phone: 519-340-2009
Email: pmacintyre@rjburnside.com

Secretary
Wray Wilson
P.O. Box 167
Fordwich, ON N0G 1V0
Email: dsao@dsao.net

January 8, 2022

To: All Drainage Superintendents Association Members

From: DSAO Board of Directors

Just in, great news!!

Dear members,

Please see attached AMO Call to Action – CN Rail and Drainage

DSAO applauds AMO and Minister Lisa M. Thompson for taking a stand and defending the Drainage Act with regards to railroads and drainage in Ontario.

Please read the article below and we encourage all municipalities to send letters as AMO suggests. They have even provided a template letter for ease of use.

This is a positive step in the ongoing railroad issue that has impacted so many of our members.

Sincerely,

Your DSAO Executive

If anyone has any comments or suggestions, please advise asap to your chapter director or to the DSAO secretary.

Call to Action – CN Rail and Drainage

AMO has prepared a [template letter](#) (also available for download in [.docx](#) format) for municipal Councils that are experiencing issues with drainage maintenance work, construction of new drains, and the collection of assessed costs to Railways for the *Drainage Act*. The template letter, which can be modified by each municipal Council, is intended to amplify support of the Ontario Minister of Agriculture, Food and Rural Affairs (OMAFRA)'s [letter](#) dated December 23, 2021. As the Minister states in her letter, “Given that federally regulated railways are indeed subject to the *Drainage Act*, we expect CN Rail to pay its costs as assessed under the *Drainage Act* and not to hinder the progress of these projects or others in the future.”

Municipal Councils are encouraged to send the letter to each of the recipients copied in the letter and forward a copy to policy@amo.on.ca.

Template Letter for Municipal Councils

Sent via email to: jeanjacques.ruest@cn.ca

[Date]

Jean-Jacques Ruest
President and Chief Executive Officer
CN Rail
935 de la Gauchetière Street West
Montreal, Quebec, Canada
H3B 2M9

Dear Mr. Ruest,

The framework through Ontario's *Drainage Act* supports agricultural productivity by reducing nutrient loss and soil on farmlands. It also provides environmental and economic benefits such as reducing flooding and increasing crop productivity and enhances natural habitats.

More than 45,000 km of municipal drains service nearly 2 million hectares of cropland in Ontario. As a result, drainage of agricultural land is critical as it removes excess water collected by roadside ditches, residential lots, schools, industrial and commercial lands, and any other properties in the surrounding areas.

The Ontario's *Drainage Act* establishes the process of how public utilities, including railways, participate in drainage. Railways along with other landowners benefit from and have participated in the *Drainage Act* process for decades.

That is why we are writing to amplify our support of the Ontario Minister of Agriculture, Food and Rural Affairs (OMAFRA)'s [letter](#) dated December 23, 2021. As Minister Thompson states in her letter, "Given that federally regulated railways are indeed subject to the *Drainage Act*, we expect CN Rail to pay its costs as assessed under the *Drainage Act* and not to hinder the progress of these projects or others in the future."

Municipal governments across Ontario are experiencing significant issues with drainage maintenance work, construction of new drains, and the collection of assessed costs to Railways for the *Drainage Act*. It is our hope that CN Rail will comply with the *Drainage Act* so that municipalities and our taxpayers are not left carrying the costs of these works that should be borne by railways.

Sincerely,

[Head of Council]

- cc. [Mayor Jamie McGarvey](#), President of the Association of Municipalities of Ontario (AMO), Mayor of the Town of Parry Sound
[Mayor Robin Jones](#), Rural Ontario Municipal Association (ROMA) Chair, Village of Westport
[Hon. Omar Alghabra](#), Minister of Transport
[Hon. Marie-Claude Bibeau](#), Minister of Agriculture and Agri-Food Canada
[Hon. Lisa Thompson](#), Minister of Agriculture, Food and Rural Affairs
[Hon. Caroline Mulroney](#), Minister of Transportation
[Hon. Steve Clark](#), Minister of Municipal Affairs and Housing

[Local MPP]

[Local MP]

Charlotte Madden

From: SPB / DGPS (HC/SC) <spb-dgps@hc-sc.gc.ca>
Sent: December 9, 2021 1:29 PM
To: Charlotte Madden
Subject: Mental Health

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Ms. Madden,

Thank you for your correspondence of June 25, 2021, which was forwarded to the Honourable Patty Hajdu, former Minister of Health on June 28, 2021. The Honourable Carolyn Bennett was appointed federal minister of Mental Health and Addictions on October 26, 2021. You wrote regarding the recent resolution adopted by the City of Port Colborne to endorse Petition E-3351, which calls upon the House of Commons to launch a federal study in the Standing Committee on Health (HESA) on the merits of declaring a national mental health emergency. We apologize for the delay in responding.

Thank you for taking the time to share your concerns on the importance of mental health for individuals living in Canada, especially in light of the ongoing pandemic. We commend the City of Port Colborne for taking the initiative to propose the declaration of a national mental health emergency. The Government of Canada recognizes that the COVID-19 pandemic has resulted in increased mental health concerns for many individuals living in Canada. Mental health has been a topic of discussion at HESA, especially in the context of COVID-19.

The Government of Canada is committed to increasing the availability of high-quality mental health services for all individuals in Canada. In 2017, the Government of Canada invested \$5 billion over 10 years in targeted funding for provinces and territories to improve access to mental health and substance use services. We are also investing in the area of virtual mental health care, which will help individuals stay connected to their practitioners, therapists and other supports digitally, particularly for those in rural and remote communities.

Wellness Together Canada (WTC), the online mental health and substance use resource portal, received \$62 million in additional funding in Budget 2021. WTC portal provides free access 24/7 for mild to moderate mental health and substance use issues. It offers resources with confidential counselling sessions with social workers, psychologists and other professionals.

Other Budget 2021 investments included:

- \$45 million toward the development of national mental health service standards, in collaboration with provinces and territories, health organizations, and key stakeholders, so that Canadians can access timely care, treatment, and support.
- \$50 million to support a trauma and post-traumatic stress disorder (PTSD) stream of mental health programming for populations at high risk of experiencing COVID-19 trauma, and those exposed to various trauma brought about by COVID-19.

- \$100 million to support projects for innovative mental health interventions for populations disproportionately impacted by COVID-19, including health care workers, front-line workers, youth, seniors, Indigenous people, and racialized and Black Canadians.

The portal provides free, credible information and supports available 24/7 to individuals across Canada in both official languages to help address their mental health and substance use issues. It is led by a consortium of established leaders in mental health and substance use care, including Stepped Care Solutions, Homewood Health and Kids Help Phone. As of November 29, over 1.9 million individuals across all provinces and territories have accessed the Wellness Together Canada portal in over 5.52 million web sessions. To learn more about Wellness Together Canada, please visit: wellnesstogether.ca.

Depending on their needs, individuals can access different levels of support, ranging from information and self-assessment tools, to connecting with peer support, social workers, psychologists and other professionals for confidential text sessions or phone calls. It also provides individuals the opportunity to assess their mental health and monitor their progress as they engage in their chosen care option. Instantaneous translation is available over the phone in over 200 languages and dialects. To access support workers, social workers, psychologists and other professionals for free, confidential text sessions or phone calls, individuals can simply text the word WELLNESS to 686868 (Youth) and 741741 (Adults), or call 1-888-668-6810 (Youth) and 1-866-585-0445 (Adults). For services that are personalized for frontline workers, they can text FRONTLINE to 741741.

As you may know, provincial and territorial governments have primary responsibility for the administration and delivery of health care services, including mental health services, which is why we are working closely together to ensure that individuals living in Canada have access to the services they need.

If you have not done so already, you may also wish to contact the Minister of Health of Ontario at christine.elliott@ontario.ca and/or the Associate Minister of Mental Health and Addictions at michael.tibollo@ontario.ca to share your work.

Please be assured that mental health is a priority for the federal government, and we will continue to work with our partners to make improvements in this area. The challenge of addressing mental health issues requires the combined efforts of all levels of government and many stakeholders. We are optimistic that this collaboration will lead to improvements in the availability and quality of mental health services.

Thank you for writing on this important issue. Should you require further clarification or have any questions, please contact Carole Beauvais, Director, Mental Health Division, Health Programs and Strategic Initiatives Directorate, Strategic Policy Branch, Health Canada.

Yours sincerely,

Strategic Policy Branch
Health Canada



PORT COLBORNE

Meeting Environmental Advisory Committee October 13, 2021 6:00 p.m.

The following were in attendance:

Staff: Cassandra Banting
Janice Peyton

Council: Councillor Mark Bagu
Councillor Harry Wells

Public Members: George McKibbon
Jack Hellinga
Katherine Klauck
Norbert Gieger
Tim Hoyle

Guest: Rod Tennyson, Resident, City of Port Colborne

As a COVID-19 precaution, city staff and the chair met in person at the Engineering and Operations Centre. The rest of the committee joined on Microsoft Teams.

1. Call to Order

George called the meeting to order at 6:00 p.m.

Introductions were made for new member Katherine Klauck and guest Rod Tennyson. Members introduced themselves and briefly gave their expectations for the committee moving forward.

Expectations were identified as follows:

1. Be more conscious of climate change, address more climate change topics and provide comments to council & staff.
2. The committee needs more recognition, we are rarely asked to do things.
3. Public education and community development where environmental issues like climate warming and electrification are concerned.
4. Review of the terms of reference.

5. Many interesting topics taking place, for example the Rankin Quarry application and the concerns about the groundwater aquifer and Lake Erie water quality.
6. Expand the committee.
7. How do we make a difference?

2. Adoption of the Agenda

Moved by Jack Hellinga
Seconded by Harry Wells

That the agenda dated October 13, 2021 be accepted as circulated.
CARRIED.

3. Disclosures of Interest

Nil.

4. Approval / Review of Previous Meeting Minutes

Moved by Tim Hoyle
Seconded by Norbert Gieger

That the minutes of August 11, 2021 be accepted as written.
CARRIED.

5. Items Arising from Previous Minutes

a) Land Use Compatibility Subcommittee Recommendations

A copy of the Land Use Compatibility recommendations is attached to the minutes.

Moved by Norbert Geiger
Seconded by Jack Hellinga

That Councillor Wells and Councillor Bagu make a motion at Council on October 25th to ask members of the Planning Department to meet with the EAC to discuss the compatibility file.
CARRIED.

b) Update on Community Gardens

This item was deferred as there currently is no new information.

c) Electric Vehicles

George provided a link to a summary of useful information on EV Charging Stations. George and Norbert will provide more information at the next EAC meeting.

Norbert advised that EV charging stations was a 2017 initiative and has come a long way since 2017. Norway is already at 80% EV. In England, every new home construction must have an EV charging station. In Oakville, EV chargers are available at parking meters. Councillor Wells advised that the City has approved the installation of a Level 3 EV charging station at the Market Square for 2022. Members want to be sure that the charging station that is installed is adequate for future requirements. Also, educating the community about this initiative is important. Even though there may not be many electric vehicles in town, it is important for tourism. We can promote this on the City's communications devices, City Social, Website etc.

6. Report on Great Lakes Water Quality

Rod Tennyson gave a report on Port Colborne Water Quality Issues. A copy is attached to the minutes.

Rod expressed concern of ballast water and algae affecting water quality and the fishing industry and our beaches. All this is related to climate change. What options are available to try to tackle the long-term effects of ballasts and dredging? How can the committee promote awareness of this?

Katherine, Jack, Rod and George will meet virtually to further discuss the issues raised by Rod, along with the long standing concerns the committee has regarding agricultural land and other discharges to the lake where algae are concerned. The issues raised by Rod will be broken down into smaller tasks.

All agreed to proceed.

7. Active Transportation RFP

This item was deferred.

8. Other Business

Cassandra forwarded an invitation to members to attend a Regional Transportation Transit Authority webinar on Regional Public Transportation. Norbert, Steve, and George attended and provided comments supporting the effort. Various environmental committees within the Region were invited to attend and are receiving emails on the topic.

9. Next Meeting /Adjournment

Moved by Jack Hellinga
Seconded by Harry Wells

That with no further business to discuss, the meeting be adjourned at 7:20 p.m.
CARRIED.

The next EAC meeting will be on Wednesday December 8th at 6 p.m.

EAC Business Arising from the minutes;**Land Use compatibility:**

The Province amended the Planning Act and the Provincial Policy Statement (2020) to better protect employment areas and sensitive land uses (e.g., housing) that may be affected by adverse effects from noise, air, vibration and odour. Last spring, the Province also released a new draft set of land use compatibility guidelines which included an enhanced classification of industrial uses together with recommended minimum setbacks between industrial and sensitive uses. The procedures for calculating setbacks are much enhanced and greater than those used in the past for a host of industrial uses.

Both Port Colborne's official plan and zoning bylaw provide limited setback provisions where industrial uses are established. Both planning instruments do not provide setback requirements where new sensitive uses are proposed close to industrial activity. The practical effect is the Environmental Protection Act requirements become more substantial and under some instances, compliance may not be possible. In the longer term, where land use incompatibility is the cause of complaints arising from noise, air, dust, vibration and odour, MECP may refer investigation and enforcement to municipalities who will need to create and enforce regulations under the Municipal Act to address nuisances.

We took in JBL's presentation at our last EAC meeting to see how a major industrial use was addressing this issue through the purchase of surrounding properties so as to distance its operations from sensitive uses. Plant expansion is being considered now, City assistance would help.

We recommend the listed permitted uses for the Gateway Industrial Centre be reconsidered and sensitive uses be scrubbed from the permitted uses, particularly the official plan. Further before the designation and zoning are expanded southwards, the permitted uses need to be examined and every effort should be made to preclude provision for sensitive uses that would limit the expansion of medium and heavy industrial uses like JBL on the other side of the canal.

Sensitive use setbacks need to be provided by policy and overlay designation around the various categories of industrial uses west and east of the Canal so as to minimize encroachment of sensitive uses close to industrially designated and zoned areas. Further where industrially zoned lands exist, more restrictive policy is required to address rezoning applications where industrial zoned lands are proposed to be used for sensitive uses.

The listed permitted uses for the Gateway Industrial Centre need to be reconsidered and sensitive uses that may impede medium and heavy industry need to be scrubbed from the permitted uses. Further before the designation and zoning are expanded southwards, the permitted uses need to be examined and every effort should be made to preclude provision for sensitive uses around industrially designed and zoned lands that would limit the expansion of medium and heavy industrial uses like JBL.

Sensitive use setbacks need to be provided by policy and overlay designation around the various categories of industrial uses so as to minimize encroachment of sensitive uses close to industrially designated and zoned areas. Further where industrially zoned lands exist, more restrictive policy is required to address rezoning applications where industrial zoned lands are proposed to be used for sensitive uses.

Recommendation:

The that Council ask the planning department to meet with the Environmentally Advisory Committee at its next scheduled meeting to review measures and seek consensus on steps to be taken to implement these recommendations.

Seaway Authority:

Provincial statutes generally do not apply on Federal lands such as those lands under the Seaway Authority. As a rule of thumb, Provincial statutes of general application like the Building code do apply where building exists. Municipal planning instruments do not because planning instruments regulate use. Generally Federal authorities try to meet the requirements of both. Some discussion of recreational trails and industrial uses is needed to sort out land use compatibility concerns where these matters overlap jurisdictions.

Recommendation:

When EAC meets planning staff, this matter will also be discussed to develop an approach suitable to employment designations and City planning concerns.

Provincially Significant Employment Areas:

The Province has identified Provincially significant employment areas in the Growth Plan. In addition to the effort to get regional recognition of the Gateway Industrial Centre, please consider seeking Provincial designation as well.

Recommendation:

Has the City considered making a request to add significant employment areas to the Provincially significant employment areas of the Growth Plan?

Recreation Trails

Municipal help provided to JBL could take the form of two actions: update the municipal planning documents to comply with the land use compatibility requirements of the Provincial Policy Statement 2020 and address recreational trail locations close to the plant on Seaway Authority in order to remove that important trail from consideration as a sensitive use where the Environmental Protections Act's regulations and compliance documents are concerned.

The Active Transportation Committee is considering a draft RFP for an active transportation master plan for Port Colborne. An EAC member sits on that committee and has commented on the draft RFP. Among other things he has suggested the RFP should seek advice on how to declassify recreational trails as sensitive uses where Environmental Protection Act approvals are concerned.

Recommendation:

Monitor the progress and drafting of the active transportation rfp.

PORT COLBORNE WATER QUALITY ISSUES

by

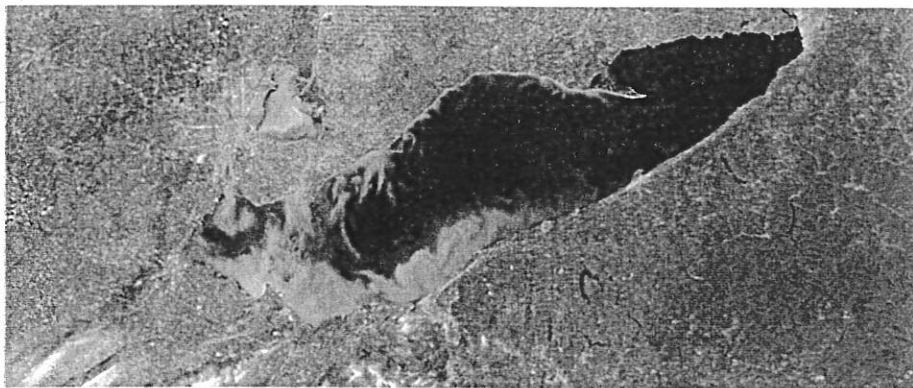
Dr Roderick Tennyson, P.Eng.

Resident, City of Port Colborne

April 2021

Ship Ballast Issues

- Ballast water is taken into or discharged from a ship as it loads or unloads its cargo, to accommodate the ship's weight changes. Thirty percent of invasive species in the Great Lakes have been introduced through ship ballast water. "Studies show that all vessels – including "lakers," or commercial vessels that don't leave the Great Lakes — contribute to moving invasive species around the region."
- *Treatment of Ballast: is there any plan to proscribe ballast dumping at the Port Colborne harbour or treat it before dumping?*
A recent test project on a ship's ballast load using a combination of lye and carbon dioxide to neutralize the water mixture was shown to be effective in ridding the ballast of contaminants. At present the EPA's proposed new rules will exempt all lakers from having to treat ballast water.
- *What plans are in place to prevent the release of algae from ballast dumping?*
When ships dock at the western end of Lake Erie (such as Cleveland) to load/unload cargo, they are floating in a sea of algae, as shown in the satellite photo below. When taking on ballast, the algae will cling to the ballast tanks and mix with the water. Clearly when discharging the ballast, the algae blooms will enter the local water area and drift according to winds and currents. In this case, into Gravelly Bay, an ideal spawning place for algae blooms!



Algae blooms at western end of Lake Erie

Algae blooms contain the *Microcystis* cyanobacteria which produces the toxin microcystin, which can cause "liver damage, numbness, dizziness, vomiting and acute liver failure". The Centers for Disease Control says long-term inhalation of toxic algae fumes can produce neurological disorders like Parkinson's and Lou Gehrig's diseases.

Algae blooms grow best in shallow warm waters such as Gravelly Bay, adjacent to the harbour entrance. If the ballast discharge gets into Gravelly Bay, the photo below shows a preview of what could happen. This of course would be catastrophic for the residents bordering along Gravelly Bay.



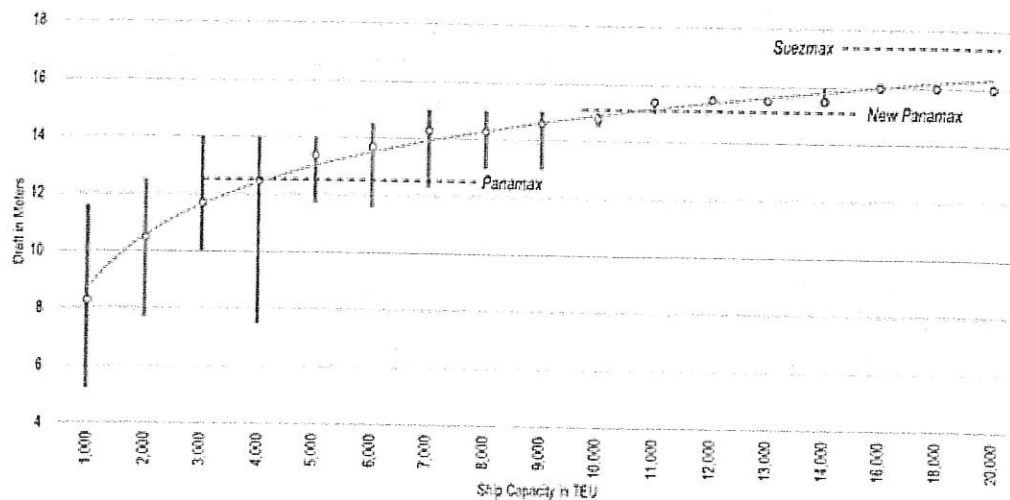
Could Gravelly Bay become this quagmire of algae due to ballast contamination?

Shipping Operations

- It is assumed that the Port Colborne dock and cargo handling facilities are used to offload cargo ships, warehouse storage, and trans ship these commodities via rail to various ports around the Great Lakes. It is also assumed that to run this port on a commercial basis, that cargo (such as wheat) will also be loaded on these same ships for delivery around the Great Lakes. Are larger ships being considered for docking at Port Colborne?
- *If so, what changes to the harbour need to be made to accommodate them, such as dredging?* The nominal water depth at Port Colborne harbour is about 7.7 m (about 25 ft), although the World Port Source states that the water levels at the dock facility vary between 7.1 and 9.1 m (26 to 30 ft). However, a 1000ft ship with cargo capacity close to 70,000 tons has a TEU* of about 5600, similar to a Panamax that plies the ocean sea routes. From the graph below, we see that such a ship requires a water depth of about 13 m (42 ft), with an additional requirement of 1m of draft because of hydrodynamic factors. "The average depth of Lake Erie is 19m (62 ft). Thus, it warms rapidly in the spring and summer and frequently freezes in the winter."

*a measure of ship capacity called "twenty-foot equivalent units".

Dredging can disrupt the lake bottom, releasing toxic chemical compounds into the water that have accumulated over many decades due to sewage runoff, and commercial dumping of contaminants into the lake in the past. This can affect human health and the aquatic life in this eastern region of Lake Erie. For example, recent studies on fish in this area show large quantities of PCBs in the fish (Industrial pollutants isolated in eastern Lake Erie fish). Lake Erie is well known for its fishing industry. Dumping of contaminated sediments out into the open lake is illegal.



Effect on Tourism

The long-term plan for the City of Port Colborne emphasises the need to increase tourism to the region. This of course will benefit the local service industry and the tax base for the city.

It is assumed that most tourists come to Port Colborne for its renowned beaches, warm water and boating. Fishing has always been a major attractor due to the variety of fish in the lake, especially the perch. Local arts and community festivals play a role as well, and the opportunity to dive on the ship wrecks in Lake Erie is another activity of note since the lake is relatively shallow, being deeper at the eastern end of the lake around Port Colborne. Obviously, the Welland Canal is a very popular location to visit and see the large ships travelling down the canal with just a few feet of clearance to the canal walls. The current plan is to construct a welcome center for tourist boats on the west side of the canal. Courting cruise ships to dock in Port Colborne is an economic avenue the city plans to pursue aggressively in the coming years.

To enhance the tourist base and protect the region's most precious assets, the beaches, any form of pollution emanating from the dock facilities and ships will inevitably affect the quality of the nearby waters and beaches, such as Nickel Beach. Water pollution and algae growth will doom that area as well as Gravelly Bay. Clearly this will have adverse effects on the tourism industry and local business community. There will be little incentive for tourists coming to the Niagara region to make Port Colborne a destination spot. The trade-off is tourism versus an industrial complex that generates taxes and jobs.

There is another factor to consider and that is the increasing migration of city people to the Port city and its surrounds. Property values have increased and this region is growing for the reasons cited above. Any

attempt to convert the city to an industrial complex will mitigate this influx of new residents, the business they bring and of course the tax base. Again, this is a trade-off that needs to be considered.

The Economy and Tax Base

The current city tax base is predicated on many factors such as resident population, tourism, business growth and industry, to name a few.

If in fact tourism were to decline due to polluted water, local businesses to close (not all of course) and there was a decline in population growth, what effect would that have on the city tax base? This is a study that needs to be undertaken soon. Preservation of water quality is critical to the survival of Port Colborne as a destination port.

CONTACT

Dr. Roderick Tennyson, P.Eng.

rctennyson@aol.com

416 562 5202

Port Colborne Public Library Board

MINUTES of the Ninth Regular Meeting of 2021

Date: Tuesday, November 2, 2021
Time: 6:15 p.m.
Location: Virtual Meeting held via Microsoft Teams

Members Present: M. Cooper, Chair
B. Ingram, Vice-Chair
M. Bagu, Councillor
B. Beck
H. Cooper
J. Frenette
A. Kennerly
C. MacMillan

Regrets: V. Catton
B. Boles, Board Treasurer

Staff Present: S. Luey, Chief Executive Officer
S. Therrien, Director of Library Services (Board Secretary)

1. Call to Order

The Chair called the meeting to order at approximately 6:19 p.m.

2. Declaration of Conflict of Interest

2.1. Councillor M. Bagu – Year 4 of the Board Cycle: Municipal Election Campaign

As an elected member of City Council, Councillor Bagu will not participate in discussion related to the board's Elections in the Library Policy and the library's proposed Voter Education program for the upcoming municipal election.

3. Adoption of the Agenda

Port Colborne Public Library Board

Moved by J. Frenette
Seconded by H. Cooper

That the agenda dated November 2, 2021 be adopted, as circulated.

Carried

4. Approval of Minutes

Moved by B. Ingram
Seconded by A. Kennerly

That the minutes of the regular meeting, dated October 5, 2021 be approved, as circulated.

Carried

5. Business Arising from the Minutes

6. Consent Items

6.1. Circulation Reports

- 6.1.1.** August 2021 Circulation Report
- 6.1.2.** August 2021 Programming Report
- 6.1.3.** August 2021 Transits Report
- 6.1.4.** September 2021 Circulation Report
- 6.1.5.** September 2021 Programming Report
- 6.1.6.** September 2021 Transits Report
- 6.1.7.** 3rd Quarter 2021 Circulation Report
- 6.1.8.** 3rd Quarter 2021 Transits Report

6.2. Public Relations Report

Report submitted by Librarian R. Tkachuk on library programming, e-resources, and social media during September 2021.

Port Colborne Public Library Board

6.3. Media Items

- 6.3.1.** Port Colborne Public Library Digital Newsletter, October 2021
- 6.3.2.** Port Colborne Public Library Digital Newsletter, November 2021
- 6.3.3.** City Hall News, October 2021

Moved by C. MacMillan

Seconded by B. Beck

That consent items 6.3.1 to 6.3.3 be received for information purposes.

Carried

7. Discussion Items

7.1. Director's Report (S. Therrien)

7.1.1. COVID-19 Update

The library remains open to the public providing contactless curbside pick-up, in-person browsing, public computer access, print services, and take-and-make crafts. All visitors are actively screened.

7.1.2. Facilities Update

- OTF Resilient Communities Fund projects to improve capacity in public workspaces and service stations are being completed.
- Preliminary work and site visits have been completed for the NRBN Connectivity and Voice Solutions project.
- The Window Seal Remediation capital project has been approved for 2022.

7.1.3. Current Projects and Initiatives

The Director reported on upcoming projects and initiatives including: enhanced communications strategies, marketing and project management plans, tactical plan, job description updates, and enhanced programming.

Port Colborne Public Library Board

7.2. The Library's Response to the Truth and Reconciliation Calls to Action (S. Therrien)

The Board reviewed the library's response to the Truth and Reconciliation Commission of Canada's 94 Calls to Action for advancing reconciliation. The Director presented an update on local actions taken in the areas of collection development, steps toward decolonization of the library's classification system, programming, and plans for the creation of a web page dedicated to Indigenous resources.

7.3. Board Self-Evaluation (M. Cooper)

M. Cooper, Board Chair, introduced the Board's new Self-Evaluation Form. The form is to be completed by each individual board member and submitted to the Chair for review. The results will be discussed at a following meeting.

7.4. Year 4: Legacy and Transition Readiness (S. Therrien)

The Board reviewed the status of the Strategic Plan and goals met to date. Discussion focused on expectations for Year 4 of the Board Cycle as the board enters the final year of its term. Topics included relationship audits, the municipal election campaign, and the board appointment process.

8. Decision Items

8.1. Policy Review

- 8.1.1.** GOV-05: Planning
- 8.1.2.** GOV-10: Succession Planning
- 8.1.3.** VOL-01: Volunteers in the Library
- 8.1.4.** OP-01: Privacy, Access to Information and Electronic Messages under CASL

Moved by A. Kennerly
Seconded by C. MacMillan

That the Board approves policies 8.1.1 to 8.1.4 as presented.

Carried

Port Colborne Public Library Board

9. Board Members' Items

10. Notices of Motion

11. Date of the Next Meeting

Tuesday, December 7, 2021 at 6:15 p.m. via Microsoft Teams

12. Adjournment

Moved by B. Ingram

Seconded by J. Frenette

That the meeting be adjourned at approximately 6:58 p.m.

Carried.

Michael Cooper
Board Chair
December 7, 2021

Susan Therrien
Director of Library Services
Board Secretary
December 7, 2021

Port Colborne Public Library Board

MINUTES of the Tenth Regular Meeting of 2021

Date: Tuesday, December 7, 2021
Time: 6:15 p.m.
Location: Virtual Meeting held via Microsoft Teams

Members Present: M. Cooper, Chair
B. Ingram, Vice-Chair
M. Bagu, Councillor
V. Catton
J. Frenette
A. Kennerly
C. MacMillan

Regrets: B. Beck
H. Cooper
B. Boles, Board Treasurer

Staff Present: S. Luey, Chief Executive Officer
S. Therrien, Director of Library Services (Board Secretary)

1. Call to Order

The Chair called the meeting to order at approximately 6:20 p.m.

2. Declaration of Conflict of Interest

3. Adoption of the Agenda

Moved by C. MacMillan
Seconded by A. Kennerly

That the agenda dated December 7, 2021 be adopted, as circulated.

Carried

4. Approval of Minutes

Moved by J. Frenette
Seconded by B. Ingram

That the minutes of the regular meeting dated November 2, 2021 be approved, as circulated.

Carried

5. Business Arising from the Minutes

6. Consent Items

6.1. Circulation Reports

6.1.1. October 2021 Circulation Report

6.1.2. October and November 2021 Circulation Reports

6.2. Financial Statement

- December 2, 2021

6.3. Public Relations Report

Report submitted by Librarian R. Tkachuk on library programming, e-resources, and social media during November 2021.

6.4. Media Items

6.4.1. Port Colborne Public Library Digital Newsletter, December 2021

6.4.2. City Hall News, December 2021

Moved by B. Ingram
Seconded by A. Kennerly

That consent items 6.1 to 6.4 be received for information purposes.

Carried

7. Discussion Items

7.1. Director's Report (S. Therrien)

7.1.1. COVID-19 Update

The library remains open to the public providing contactless curbside pick-up, in-person browsing, public computer access, print services, and take-and-make crafts. All visitors are actively screened.

7.1.2. Facilities Update

- OTF Resilient Communities Fund projects to improve capacity in public workspaces and service areas are in progress. All work will be completed by the March 31, 2022 deadline.
- Preliminary work and site visits have been completed for the NRBN Connectivity and Voice Solutions project. No further updates to report.

7.1.3. Community Partners

The Director reported on the library's partnership activities with the Port Colborne Optimists Club, Community Living Port-Colborne Wainfleet, and local schools.

7.1.4. Recreate A Book Cover Contest

The contest is open to the community and the library has received many excellent entries. The Board will assist in judging the submissions. Winners will be announced in late December 2021.

7.2. Challenged Items (S. Therrien)

The Board reviewed *OP-04: Collection Development* to ensure that the policy and the accompanying "Statement of Concern about Library Materials" form adequately covers potential book challenges.

Port Colborne Public Library Board

8. Decision Items

8.1. Policy Review

- 8.1.1. BL-01: Statement of Authority of the Board
- 8.1.2. BL-02: Composition of the Board and Terms of Reference for Officers
- 8.1.3. GOV-08: Board-CEO Relationship (includes Appendix A: CEO Performance Evaluation)

Moved by B. Ingram
Seconded by A. Kennerly

That the Board approves policies 8.1.1 to 8.1.3 as presented.

Carried

9. Confidential Items

Motion to go into closed session (1 item)

Moved by A. Kennerly
Seconded by C. MacMillan

That the Board do now proceed into closed session in order to address the following matter:

Board-CEO Relationship, concerning the performance review of the Chief Executive Officer, pursuant to reasons permitted under the Public Libraries Act and the Municipal Act, 2001, Subsection 239(2)(b) personal matters about an identifiable individual, including municipal and local board employees at approximately 6:43 p.m.

Carried

Moved by B. Ingram
Seconded by C. MacMillan

That the Board do now rise from closed session with report at approximately 7:53 p.m.

Carried

Port Colborne Public Library Board

10. Board Members' Items

11. Notices of Motion

12. Date of the Next Meeting

Tuesday, January 11, 2022 at 6:15 p.m. via Microsoft Teams

13. Adjournment

Moved by C. MacMillan

Seconded by B. Ingram

That the meeting be adjourned at approximately 7:58 p.m.

Carried.

Michael Cooper
Board Chair
January 11, 2022

Susan Therrien
Director of Library Services
Board Secretary
January 11, 2022

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Amending Agreement to the
Niagara Region Courts Inter-Municipal Agreement

Whereas at its meeting of January 25, 2022 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department Report No. 2022-05, Subject: Vision Zero Road Safety Program – Niagara Region Courts Inter-Municipal Amending Agreement; and

Whereas Council is desirous of entering into an Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement with the local area municipalities; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enters into an Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement with the local area municipalities.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule “A”, together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT- AMENDMENT 2

This Agreement dated the _____ day of _____, 20_____.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

OF THE THIRD PART

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

OF THE FOURTH PART

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

OF THE FIFTH PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

OF THE SIXTH PART

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

OF THE SEVENTH PART

-and-

THE CORPORATION OF THE CITY OF ST. CATHARINES
(hereinafter called "St. Catharines")

OF THE EIGHTH PART

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

OF THE NINTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

OF THE TENTH PART

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland")

OF THE ELEVENTH PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE TWELFTH PART

-and-

THE REGIONAL MUNICIPALITY OF NIAGARA
(hereinafter called "the Region")

OF THE THIRTEENTH PART

WHEREAS, by the Niagara Regional Court Intermunicipal Agreement dated April 26, 2000 (the “Intermunicipal Agreement”), all parties agreed, among other thing things, to appoint the Region as Agent to undertake the court administration, support and prosecution program for the operation of the Provincial Offences Court on behalf of all municipalities;

AND WHEREAS effective November 22, 2005, the Parties amended the Intermunicipal Agreement to update Schedule A entitled “Reporting Relationships”;

AND WHEREAS the Region wishes to proceed with the implementation of the Vision Zero Program, which among other things would include enforcement of the *Highway Traffic Act* through Automated Speed Enforcement and Red Light Camera enforcement for purposes of enhancing traffic safety for the benefit of all visitors to and residents of the region of Niagara;

AND WHEREAS in order for the Region’s implementation of the Vision Zero Program to be financially sustainable, the initial capital and ongoing operating costs to establish and operate the Vision Zero Program would need to be fully supported by the fines received through charges issued under the Vision Zero Program that will be processed through the Court;

AND WHEREAS the Council of the Region have approved the Vision Zero Program subject to an amendment to the Intermunicipal Agreement regarding the apportionment of costs and revenue to ensure that the Vision Zero Program is financially sustainable in the long term;

NOW THEREFORE in consideration of the promises, mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

In this Amending Agreement:

“Effective Date” means the date upon which the first Certificate of Offence issued pursuant to the *Provincial Offences Act* for a charge under the Vision Zero Program is filed with the Court;

“Vision Zero Program” means the Vision Zero Road Safety Program to be administered by the Region that includes without limitation: enforcement of the *Highway Traffic Act* through Automated Speed Enforcement (ASE), Red Light Camera (RLC) enforcement and such other automated technology-based traffic enforcement tools that may be approved for use by the Province from time to time; infrastructure upgrades such as street lighting, signage and intersection improvements; and, communication and educational programs; all for purposes of enhancing traffic safety for all road users;

“Vision Zero Program Court Costs” means the Court costs and expenses related to administration, prosecution, adjudication of Vision Zero Program charges, including all staffing costs, fees and collection costs incurred by the Agent in processing charges issued under the Vision Zero Program; and,

“Vision Zero Program Implementation and Operating Costs” means the costs incurred by the Region related to initial establishment of the Vision Zero Program approved by the Council of the Region as part of the 2020 Regional budget approval process, being comprised of (a) the capital costs of the installation of 10 RLC units and 4 ASE units; and, (b) the ongoing operating costs and expenses to administer the Vision Zero Program, subject to annual adjustments as may required pursuant to applicable agreements, including but not limited to:

- i. all staffing and training;
- ii. consulting services;
- iii. equipment fees, operation and maintenance;
- iv. fees and charges imposed pursuant to agreements required to be entered into by the Region to implement the Vision Zero Program, including by the Ministry of Transportation and the Joint Processing Centre;
- v. communication and public education; and
- vi. related infrastructure maintenance such as signage, pavement markings and intersection improvements.

2. The parties acknowledge that implementation of the Vision Zero Program by the Region requires significant upfront investment and ongoing operating costs and as such agree that the Region shall be permitted to recover its Vision Zero Program Implementation and Operating Costs from the gross Vision Zero Program revenues, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
3. The Region shall use its share of the net Vision Zero Program revenues exclusively for the operation and enhancement of the Vision Zero Program. The Municipalities shall use their share of the net Vision Zero Program revenues exclusively either: (a) for vision zero road safety projects and initiatives in their own municipality; or (b) to support the Region’s operation and enhancement of the Vision Zero Program. Recognizing the Provincial reporting to be undertaken by the Region regarding the Vision Zero Program and revenue use; the Municipalities shall report to the Region in such form and with such frequency as necessary to achieve alignment with Provincial reporting requirements from time to time, and in any case at least annually, as to their use of their share of the net Vision Zero Program revenues.
4. Regional Staff shall report to the Council of the Region on an annual basis regarding: Vision Zero Program Implementation and Operating Costs; the use of the Region’s share of the net Vision Zero Program revenues; and the technical performance of, and any proposed enhancements to, the Vision Zero Program.

5. The costs of the Program, as defined in the Intermunicipal Agreement, will be adjusted as a part of the annual budget process in accordance with section 7.1 of the Intermunicipal Agreement as necessary to address any change in Vision Zero Program Court Costs required to accommodate the volume of charges processed pursuant to the Vision Zero Program and shall be recovered by the Agent from gross revenues in accordance with section 8.1 of the Intermunicipal Agreement.
6. The Agent will track the Vision Zero Program Court Costs and revenues separately to the extent reasonably possible for inclusion in the annual budget and financial reporting submitted to the Board from time to time, and the report provided to the Council of the Region pursuant to section 4 of this Amending Agreement.
7. In the event that the gross Vision Zero Program revenues are less than the Vision Zero Program Court Costs at the end of any fiscal year, the Region will provide funding to cover the deficit from the Region's share of the net revenue distribution pursuant to section 8.2 of the Intermunicipal Agreement, so that the net revenues distributed to all Municipalities, with the exception of the Region, pursuant to section 8.3 of the Intermunicipal Agreement are not negatively impacted by the Vision Zero Program. In subsequent years, any net Vision Zero Program revenues will first be used to repay the Region for previous years' deficit, prior to distribution of the net Vision Zero Program revenues pursuant to sections 8.2 and 8.3 of the Intermunicipal Agreement.
8. The Region agrees to notify the parties in writing of the date that the first Certificate of Offence issued for a charge under the Vision Zero Program is filed with the Court for purposes of confirming the Effective Date of this Amending Agreement.
9. The term of this Amending Agreement will be three (3) years from the Effective Date. The parties agree that on or about two (2) years from the Effective Date they will engage in discussions to collectively review available data related to the Vision Zero Program compiled as of that date, including but not limited to Vision Zero Program Court Costs, charges, gross revenues, technical performance and trends for purposes of considering long-term projections and plans for the Vision Zero Program including possible sites for future capital investment in the Vision Zero Program and any potential future amendments that may be required to the Intermunicipal Agreement.
10. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. The acceptance of this Amending Agreement may be communicated by facsimile or email transmission reproduction between the Parties, and such reproduction will be binding upon the Parties with the same effect as an executed original of the Amending Agreement.

12. Save and except as modified herein, the provisions of the Intermunicipal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF FORT ERIE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20____.

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Name:
Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF ST. CATHARINES

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF THOROLD

Per:

Name:

Title:

Name:

Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE CORPORATION OF THE CITY OF WELLAND

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

**THE CORPORATION OF THE TOWNSHIP OF WEST
LINCOLN**

Per:

Name:
Title:

Name:
Title:

Dated at _____, this _____ day of _____, 20_____.

THE REGIONAL MUNICIPALITY OF NIAGARA
Per:

Name:
Title:

Name:
Title:

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Administrative Municipal Penalty System Shared Service Agreement with the Town of Pelham, The Town of Grimsby, the Town of Lincoln, the Town of Niagara-on-the-Lake, the City of St. Catharines, the City of Thorold, and the Township of Wainfleet

Whereas at its meeting of January 25, 2022 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Community Safety and Enforcement Department Report No. 2022-02, Subject: Administrative Municipal Penalty System (AMPS) Sharing of Hearing Officer; and

Whereas Council is desirous of entering into an Administrative Municipal Penalty System Shared Service Agreement with the Town of Pelham, The Town of Grimsby, the Town of Lincoln, the Town of Niagara-on-the-Lake, the City of St. Catharines, the City of Thorold, and the Township of Wainfleet, for the Appeal Hearing Officer; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enters into an Administrative Municipal Penalty System Shared Service Agreement with Town of Pelham, The Town of Grimsby, the Town of Lincoln, the Town of Niagara-on-the-Lake, the City of St. Catharines, the City of Thorold, and the Township of Wainfleet, for the Appeal Hearing Officer.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

THE CORPORATION OF THE TOWN OF PELHAM

("Pelham")

- and -

THE CORPORATION OF THE TOWN OF GRIMSBY

("Grimsby")

- and -

THE CORPORATION OF THE TOWN OF LINCOLN

("Lincoln")

- and -

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

("Niagara-on-the-Lake")

- and -

THE CORPORATION OF THE CITY OF PORT COLBORNE

("Port Colborne")

- and -

THE CORPORATION OF THE CITY OF ST. CATHARINES

("St. Catharines")

- and -

THE CORPORATION OF THE CITY OF THOROLD

("Thorold")

- and -

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

("Wainfleet")

SHARED SERVICES AGREEMENT

WHEREAS section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*") provides that a municipality may enter into an agreement with one or more other municipalities to jointly provide, for their joint benefit, any matter which all of the municipalities have the power to provide within their own boundaries; and

WHEREAS section 102.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles; and

WHEREAS Ontario Regulation 333/07 under the *Municipal Act, 2001* (“the Regulation”) provides that a municipality shall not require a person to pay an administrative penalty under section 102.1 of the *Municipal Act, 2001* unless the municipality has met the requirements of the Regulation; and

WHEREAS the Regulation provides that a person who receives a penalty notice shall be given the right to request a review of the administrative penalty by a screening officer appointed by the municipality for that purpose; and

WHEREAS the Regulation provides that a person who receives notice of the decision of the screening officer shall be given the right to a review of the screening officer’s decision by a hearing officer appointed by the municipality for that purpose; and

WHEREAS the municipalities of Pelham, Grimsby, Lincoln, Niagara-on-the-Lake, Port Colborne, St. Catharines, Thorold and Wainfleet (each “a party” and collectively “the parties”) have each established a system of administrative penalties in accordance with section 102.1 of the *Municipal Act, 2001* and the Regulation; and

WHEREAS section 434.1 of the *Municipal Act, 2001* provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act, 2001*; and

WHEREAS the parties have each established a system of administrative penalties in accordance with section 434.1 of the *Municipal Act, 2001* that provide a person who receives a penalty notice with a right to request a review of an administrative penalty by a screening officer appointed by the municipality for that purpose and a right to a review of the screening officer’s decision by a hearing officer appointed by the municipality for that purpose; and

WHEREAS the parties wish to enter into an agreement to jointly provide the services of a hearing officer within their respective municipalities as required by the Regulation and by their respective administrative penalty systems established pursuant to section 434.1 of the *Municipal Act, 2001* and to share the costs incurred in so doing;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM

- 1.1. This Agreement comes into effect on the date it is signed by all parties or, in the event that the parties sign this Agreement on different dates in accordance with paragraph 11.8, on the latest date on which it is signed by a party (“the Effective Date”), and shall continue for a period of three (3) years unless it is renewed or amended or terminated in accordance with the provisions herein (“the Term”).
- 1.2. Not less than six (6) months prior to the expiration of the Term, the parties shall each provide written notice to all other parties of their intention to renew this Agreement or to conclude this Agreement at the end of the Term.

- 1.3. Unless a party has given notice of its intention to conclude the Agreement, the parties shall use best efforts in the final six (6) months of the Term to negotiate in good faith and to enter into (i) a renewal of this Agreement for a further period of three (3) years; or (ii) a new Shared Services Agreement on such terms and conditions as may be negotiated at that time.
- 1.4. In the event that one or more parties provides written notice of its intention to conclude the Agreement, the remaining parties shall determine, within sixty (60) days after the notice is delivered, if any or all of them wish to enter into negotiations for a new Shared Services Agreement and shall advise all other remaining parties accordingly.

2. SELECTION OF HEARING OFFICER

- 2.1. The parties shall jointly select a hearing officer to conduct all requested reviews of the decisions of the screening officer(s) appointed by each party ("Appeals").
- 2.2. Upon their mutual agreement, the parties may select the existing hearing officer of a party or may select a new hearing officer. Once the parties have selected the hearing officer, each party shall pass a by-law to appoint that person as the hearing officer for that party during the Term.

3. ADMINISTRATION OF SHARED SERVICES AGREEMENT

- 3.1. During the Term, Pelham shall provide the following administrative services in relation to this Agreement:
 - i. Coordinate with all parties to ensure the selection and appointment of a hearing officer in accordance with section 2 of this Agreement;
 - ii. Develop and provide to all parties and the hearing officer a schedule for Appeals in accordance with section 5 of this Agreement;
 - iii. Receive and deposit the annual financial contributions of each party pursuant to section 4 of this Agreement;
 - iv. Maintain a record of the number of Appeals received by each party;
 - v. Receive and remit payment for all invoices rendered by the hearing officer;
 - vi. Render invoices to the parties in accordance with section 4 of this Agreement;
 - vii. Provide the parties with an annual accounting of the annual financial contributions of the parties and the invoices rendered by the hearing officer; and
 - viii. Provide information about the administration of this Agreement to any party or parties upon request, provided that the number and/or content of such requests do not exceed what Pelham, in its sole discretion, considers to be reasonable.
- 3.2. Pelham shall provide the services in paragraph 3.1 at no cost to the other parties. For greater certainty, Pelham shall not impose any administrative charge or other fee in relation to delivering the services in paragraph 3.1.

4. ANNUAL FINANCIAL CONTRIBUTIONS

- 4.1. Subject to paragraphs 4.4 and 4.5, each of the parties shall make an annual financial contribution during the Term in the amount of seven hundred and fifty dollars (\$750.00), which funds shall be used solely for the payment of invoices rendered by the hearing officer.
- 4.2. Pelham shall render an invoice to each party for the initial financial contribution within thirty (30) days of the Effective Date, which shall be payable within fifteen (15) days. Subject to paragraph 4.4, Pelham shall render an invoice to each party for subsequent annual financial contributions on the anniversary of the Effective Date, which shall be payable within fifteen (15) days.
- 4.3. The parties shall pay all annual financial contributions to Pelham by way of cheque. Pelham shall deposit and retain all annual financial contributions received from the parties in a separate general ledger account designated for that purpose and shall pay all invoices rendered by the hearing officer from that account.
- 4.4. Notwithstanding any other term of this Agreement, the annual financial contribution of each party shall be limited to the amount set out in paragraph 4.1 provided that the party receives no more than twenty (20) Appeals in that year. In the event that a party receives more than twenty (20) Appeals in any year of the Term, it shall make a further financial contribution in the amount of fifty dollars (\$50.00) for each additional Appeal. Pelham shall render an invoice for each additional Appeal received by a party, which shall be payable in accordance with paragraphs 4.2 and 4.3 of this Agreement.
- 4.5. Notwithstanding any other term of this Agreement, if the total amount of the annual financial contributions of the parties exceeds the total amount of the invoices rendered by the hearing officer in any year of the Term, the excess shall be used to reduce, on an equal basis, the amount of subsequent annual financial contributions payable by each party pursuant to paragraph 4.1. Any excess funds remaining at the conclusion or termination of this Agreement shall be refunded to the parties on an equal basis.

5. APPEAL HEARINGS

- 5.1. Subject to paragraphs 5.3 and 6.4, Appeals shall be heard on a bi-monthly basis and shall be hosted by each of the parties ("the Host") in accordance with the following rotation:
 - i. Grimsby;
 - ii. Lincoln;
 - iii. Niagara-on-the-Lake;
 - iv. Pelham;
 - v. Port Colborne;
 - vi. St. Catharines;
 - vii. Thorold; and
 - viii. Wainfleet.
- 5.2. Subject to paragraph 5.3 and section 6, Appeals shall be heard during the bi-monthly period in which they are received by a party.

- 5.3. Appeals shall be scheduled for hearing on the third Wednesday of every other month (“the Primary Hearing Date”). A second hearing date shall be scheduled for one (1) week following the Primary Hearing Date (“the Secondary Hearing Date”), other than in the month of December in each year of the Term, when no Secondary Hearing Date shall be scheduled. Where a Secondary Hearing Date is scheduled, it shall be used only where the number of Appeals scheduled for hearing in that bi-monthly period exceeds the number that can be heard on the Primary Hearing Date. In the event that the number of Appeals scheduled for hearing in the month of December in any year of the Term exceeds the number that can be heard on the Primary Hearing Date, the Appeals shall be scheduled for hearing in the order in which they were received by the Host and any Appeals that cannot be heard on the Primary Hearing Date shall be scheduled for hearing in the next bi-monthly period in accordance with section 6.
- 5.4. Subject to such other arrangements as may be made by the parties and/or the hearing officer, which may differ from but shall not be inconsistent with this Agreement, Appeal hearings shall commence at 9:00 a.m. on the Primary Hearing Date and, if applicable, the Secondary Hearing Date. Appeal hearings may be held in person or via Zoom, at the option of the person making the Appeal. All hearings that proceed by Zoom shall be recorded by the Host.
- 5.5. The Host shall provide the following facilities and services for Appeal hearings:
- i. One (1) room of a suitable size and configuration for conducting Appeal hearings, which is equipped with all furniture, equipment and amenities required for Appeal hearings to proceed in person or via Zoom in accordance with this Agreement;
 - ii. One (1) waiting room or breakout room for persons awaiting an Appeal hearing;
 - iii. Such other equipment or supplies as may be requested or required by the hearing officer in relation to the Appeal hearings; and
 - iv. One (1) employee of the Host to assist with Appeal hearings, including but not limited to preparing minutes of the proceedings.
- 5.6. The Host shall provide the facilities and services in paragraph 5.5 at no cost to the other parties. For greater certainty, the Host shall not request, and is not entitled to receive, any payment, reimbursement or compensation for the facilities and services provided in accordance with paragraph 5.5.
- 5.7. The parties acknowledge and agree that any administrative penalties and/or fees that are payable by a person making an Appeal in relation to the Appeal or pursuant to a decision of the hearing officer shall be payable solely to the party to which the Appeal pertains and not to the Host or any other party.

6. PROCEDURE UPON RECEIPT OF AN APPEAL

- 6.1. Subject to paragraph 6.2, a party that receives an Appeal shall immediately notify the Host for the bi-monthly period in which the Appeal was received and shall submit the Appeal to the Host by providing all pertinent materials as soon as possible. The receiving party shall also notify Pelham of the Appeal for the purposes of paragraphs 3.1 and 4.4.

- 6.2. Despite paragraphs 5.2 and 6.1, in the event that a party receives an Appeal less than ten (10) days prior to the Primary Hearing Date for the bi-monthly period in which it was received, the Appeal shall be scheduled for hearing in the next bi-monthly period and shall be submitted to the Host for that bi-monthly period in accordance with paragraph 6.3.
- 6.3. Appeals must be submitted to the Host no less than ten (10) days prior to the Primary Hearing Date. Where an Appeal is submitted to the Host less than ten (10) days prior to the Primary Hearing Date, the Host shall determine if the Secondary Hearing Date was required prior to late submission of the Appeal and, if so, the Host shall schedule the Appeal to be heard on that date. If the Secondary Hearing Date was not otherwise required, the Appeal shall be scheduled for hearing in the next bi-monthly period.
- 6.4. Ten (10) days prior to the Primary Hearing Date, the Host shall review the number of Appeals that have been submitted and shall proceed as follows:
- i. If no Appeals have been submitted, the Host shall take all necessary steps to cancel the Primary Hearing Date and the Secondary Hearing Date and to ensure that no cancellation fees are incurred.
 - ii. If Appeals have been submitted, the Host shall determine whether the Secondary Hearing Date is required. If the Secondary Hearing Date is not required, the Host shall take all necessary steps to cancel it and to ensure that no cancellation fees are incurred. If the Secondary Hearing Date is required, the Host shall prepare a schedule of Appeals to be heard on the Primary Hearing Date and the Secondary Hearing Date and shall provide it to all parties that have submitted Appeals.
 - iii. The Host shall provide all submitted Appeals to the hearing officer.
- 6.5. The party that receives an Appeal shall be responsible for notifying the person making the Appeal of the date on which it will be heard and shall provide the requisite amount of notice in accordance with any applicable by-law(s) of that party.
- 6.6. The Host shall receive Appeals from the parties and shall undertake the activities in paragraphs 6.3 and 6.4 at no cost to the other parties. For greater certainty, the Host shall not request, and is not entitled to receive, any payment or compensation for any activities undertaken in accordance with paragraphs 6.1, 6.3 and 6.4.
- 6.7. Notwithstanding paragraph 6.1, all records and information received by the Host in the course of its activities as the Host shall remain the property of the party providing them and shall not be divulged or produced to any entity other than the hearing officer. At the end of the bi-monthly period in which a party is the Host, it shall return all such records and information to the parties that provided them.
- 6.8. The parties acknowledge that persons making Appeals provide personal and other information as part of the Appeal. The parties agree to obtain such authorizations and/or consents as may be required by law to disclose and provide such information to the Host and the hearing officer, including any authorizations or consents required under applicable privacy legislation.

7. ADMINISTRATIVE MATTERS

- 7.1. Notwithstanding any other term of this Agreement, none of the parties' employees, including those described in paragraph 5.5, shall be employees of any other party and no party or employee shall make representations to the contrary.
- 7.2. Each party undertakes to review the provisions of this Agreement with any appropriate local bargaining units for the purpose of seeking any necessary amendments to any applicable collective agreements to facilitate participation in this Agreement. Each party further undertakes to advise all other parties as soon as practicable if it becomes aware of any impediments or obstacles imposed by applicable collective agreements to the party meeting its obligations under this Agreement.
- 7.3. None of the parties shall be liable for any obligation incurred by any other party except as specified in this Agreement. The parties acknowledge and agree that each party's operations shall remain separate and further acknowledge and agree that each party is solely responsible for its own conduct and for the conduct of its employees.

8. INSURANCE AND INDEMNITY

- 8.1. During the Term, each party shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance with limits of not less than five million dollars (\$5,000,000.00) per occurrence for bodily injury and/or property damage and a policy of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). The policies shall provide for no less than thirty (30) days' notice of cancellation or non-renewal and shall name all other parties as additional insureds but only with respect to this Agreement.
- 8.2. Each of the parties will indemnify and save harmless all other parties and their officers, employees, contractors, agents and officials from any and all claims, actions, causes of action, demands, liabilities, costs or expenses arising from, occasioned by or caused wholly or in part by any failure of that party to comply with the provisions of this Agreement or by any wilful or negligent act or omission of that party or anyone for whom it is in law responsible.

9. AMENDMENT AND TERMINATION

- 9.1. The parties may revise, alter or amend this Agreement only by mutual agreement. If at any time during the Term, the parties deem it necessary or expedient to make any revision, alteration or amendment, they may do so only by way of a written document, signed by the parties, which shall be appended to and form part of this Agreement.
- 9.2. This Agreement shall conclude at the end of the Term unless it is renewed pursuant to paragraph 1.3 or terminated earlier in accordance with paragraphs 9.3 or 9.4.
- 9.3. At any time during the Term, the parties may jointly agree in writing to terminate this Agreement on such terms and conditions as the parties consider appropriate.
- 9.4. Subject to section 10, any party may terminate this Agreement by written notice to all parties where one or more parties commits a material breach of its obligations under this Agreement and fails to remedy the default within thirty (30) days of being required by any non-defaulting party to do so.

- 9.5. Termination of this Agreement is without prejudice to the rights of a party against any other party or parties that may have accrued up to the date of termination.

10. DISPUTE RESOLUTION

- 10.1. In the event that a dispute arises as to the interpretation, application and/or execution of this Agreement, including but not limited to any party's rights or obligations under the Agreement, an allegation of default and/or an allegation of material breach, the party that disputes another party's position or conduct shall immediately provide written notice of the dispute to all parties.
- 10.2. Where a notice of dispute is received in accordance with paragraph 10.1, the parties' Chief Administrative Officers shall attempt to resolve the dispute through negotiation for a period of thirty (30) days from the date on which the notice is delivered. The parties may extend the negotiation period if they agree that a reasonable extension is likely to resolve the dispute.
- 10.3. If a dispute cannot be resolved by the parties through negotiation, the parties shall refer the matter to arbitration by an arbitrator agreed on by the parties. The arbitrator shall direct the arbitration process and determine the dispute. The determination of the arbitrator is final and is binding upon the parties and their respective successors and permitted assigns.
- 10.4. Each party shall bear its own costs associated with the determination of disputes arising under this Agreement, including but not limited to legal costs and arbitration costs.

11. GENERAL

- 11.1. This Agreement constitutes the entire agreement between the parties relating to the matters set out herein. There are no representations, promises, covenants or other terms relating to the subject matter of this Agreement and this Agreement supersedes any prior discussions, understandings or agreements between the parties in relation to its subject matter.
- 11.2. The invalidity or unenforceability of any particular term of this Agreement shall not limit the validity or enforceability of the remaining terms, each of which is distinct and severable from all other terms of this Agreement.
- 11.3. Waiver by a party of any provision of this Agreement in one instance shall not constitute a waiver in any other instance and any such waiver must be made in writing.
- 11.4. Any delay or failure on the part of any party to exercise or enforce any right, power or remedy conferred by this Agreement shall not constitute a waiver of same and shall not operate as a bar to that party exercising or enforcing said right, power or remedy at any subsequent time.
- 11.5. No party shall be considered in default of its obligations under this Agreement to the extent that a delay or failure to perform those obligations is due to an event beyond the control of the parties, including but not limited to fires, floods, acts of God, strikes, riots, war or hostilities, terrorism, lawful acts of public authorities and other events that cannot be reasonably foreseen or provided against.

- 11.6. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns; however, this Agreement and the parties' associated rights and obligations are not assignable by any party without the prior written consent of all other parties.
- 11.7. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and laws of Canada applicable therein.
- 11.8. This Agreement may be signed in counterpart, each of which is an original and all of which together constitute a single document. Counterparts may be executed in original or electronic form and may be exchanged by way of mail or PDF file delivered by email or facsimile transmission.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representatives and agree to be bound thereby as of the latest date set out below.

**THE CORPORATION OF THE TOWN OF
PELHAM**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
GRIMSBY**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
LINCOLN**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF ST.
CATHARINES**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE CITY OF
THOROLD**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Agreement with
Ontario Water/Wastewater Agency Response Network regarding the
coordination of response activities and sharing resources during emergencies

Whereas at its meeting of January 25, 2022, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Public Works Department Report No. 2022-14, Subject: Ontario Water/Wastewater Agency Response Network (OnWARN) Mutual Aid and Assistance Agreement; and

Whereas Council is desirous of entering into an agreement with Ontario Water/Wastewater Agency Response Network regarding the coordination of response activities and sharing resources during emergencies;

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enters into an agreement with Ontario Water/Wastewater Agency Response Network regarding the coordination of response activities and sharing resources during emergencies.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Mutual Aid and Assistance Agreement for an Ontario Water/Wastewater Agency Response Network (OnWARN)

Memorandum of Understanding

This Memorandum of Understanding (“Agreement”) is made and entered into by public and private water and wastewater utilities, owners, and operating authorities in the Province of Ontario (“Utilities”) that have, by executing this Agreement, manifested their intent to participate in an Ontario program for water/wastewater mutual aid and assistance (“Mutual Aid and Assistance Program”).

Statutory Authority for Municipal Utilities: This Agreement is authorized under Section 20 of the Ontario Municipal Act, 2001 which provides that Municipal Utilities may contract with each other to provide services.

ARTICLE I

PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies, the signatory Members hereby establish the Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II

DEFINITIONS

- A. Authorized Official – An employee or officer of a Member who under this Agreement is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Decline to offer assistance; or
 - 4. Withdraw assistance.
- B. Emergency - A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally.

- C. Member – Any public or private water or wastewater utility, owner, or operating authority in Ontario (“Utility”) that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
1. Requesting Member – A Member who requests aid or assistance from another Member or Members under the Mutual Aid and Assistance Program.
 2. Responding Member – A Member that provides aid or assistance during a Period of Assistance in response to a request for aid or assistance under the Mutual Aid and Assistance Program.
 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Associate Member – Any participant, approved by the OnWARN Steering Committee, which provides a support role or service for the Mutual Aid and Assistance Program. (For example: any agency, or an association that does not sign this Agreement). An Associate Member is not entitled to vote on any matter as outlined and identified in this Agreement.
- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, note, paper, opinion, letter or e-mail which relates to the system security and vulnerabilities of a Member or Associate Member, and any document that is protected under the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act, and Personal Health Information Protection Act, 2004.
- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, and/or supplies depart from Responding Member’s facility and ends when the resources return to their facility. This period also includes the utilization of Responding Member personnel that provide a direct support role or service to the Requesting Member as mutually agreed upon, and the period commences when the support personnel are assigned to the Requesting Member’s emergency. All protections identified in this Agreement, including but not limited to indemnification and hold-harmless clauses, apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined.
- G. Incident Management System – A system, consistent with internationally recommended practices that provides standardized organizational structures, functions, processes and terminology for use at all levels of emergency response in Ontario.

ARTICLE III
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through the OnWARN Steering Committee. In addition to representing the interests of the Members, the OnWARN Steering Committee may include Associate Members as non-voting participants. Under the leadership of the OnWARN Steering Committee Chair, the OnWARN Steering Committee shall coordinate emergency planning and response activities for the Mutual Aid and Assistance Program, and provide administrative oversight and coordination of the Agreement and the associated policies and procedures.

ARTICLE IV
PROCEDURES

The OnWARN Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program, which may be undertaken in cooperation with Associate Members, at the sole discretion of the OnWARN Steering Committee. These procedures shall be reviewed at least annually and updated as needed by the OnWARN Steering Committee.

The OnWARN Steering Committee shall distribute copies of the policies and procedures to the Members when they are developed or amended.

ARTICLE V
REQUESTS FOR ASSISTANCE

- A. Member Responsibility: Members shall identify an Authorized Official and alternate contacts, related contact information including 24-hour access (e.g. an after-hours number), and maintain information on resources that may be available from the Member for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and copies provided to the OnWARN Steering Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from participating Members. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as reasonably practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

For further clarity, an Emergency under this agreement does not require the Member to declare a state of emergency in accordance with the Emergency Management and Civil Protection Act.

- B. Response to a Request for Assistance – Members are not obligated to respond to a request for assistance from a Requesting Member. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Responding Member shall inform the Requesting Member about the type of available resources and the approximate time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance from a Requesting Member. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI

RESPONDING MEMBER PERSONNEL

- A. Incident Management System – When providing assistance under this Agreement, the Requesting Member and Responding Member may be organized and may function under the Incident Management System.
- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel shall be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to reasonably meet the needs of its personnel.

Except as provided below, the cost for such resources shall not exceed the Responding Member's per diem rates or related expense policy for that area. To the extent food and shelter costs exceed the Responding Member's per diem rates for the area, the Responding Member shall demonstrate that the additional costs were reasonable and necessary under the circumstances.

Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and personnel. In lieu of radio equipment, the Requesting Member may make alternative communications arrangements with the Responding Member in order to adequately facilitate coordinated communications during the Period of Assistance.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licences and Permits – To the extent permitted by law, Responding Member personnel who hold licences, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw shall be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances

ARTICLE VII

COST – REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance. The Responding Member may assume, in whole or in part, any such loss, damage, expense, or other cost incurred, or may loan such equipment or donate such services to the Requesting Member without charge or cost to the Requesting Member.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. At a minimum, rates for equipment use shall be based on the “Ontario Provincial Standard 127 Schedule of Equipment Rates”. If a Responding Member uses rates different from those in the “Ontario Provincial Standard 127 Schedule of Equipment Rates”, the Responding Member shall provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used shall be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the “Ontario Provincial Standard 127 Schedule of Equipment Rates” shall be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member shall reimburse the Responding Member actual replacement cost, plus handling charges, for use of expendable, consumable, or non-returnable supplies. The Responding Member shall not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – The Responding Member shall provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member shall send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years after the Period of Assistance, or longer where required by law.

ARTICLE VIII

DISPUTES

If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the rules of the Ontario Arbitration Act. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX

REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X

SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI

WORKPLACE SAFETY AND INSURANCE

A. Workplace Safety and Insurance - The Workplace Safety and Insurance Act provides that if an Emergency is declared by the Premier of Ontario or the head of council of a municipality, and a person is sent to assist, the Crown (Government of Ontario) or the municipality, whichever declared the Emergency is considered the employer of that person for the purposes of assessing any accident costs. However, the worker's regular employer (Responding Member) continues to be responsible for:

- Maintaining employment benefits as required by section 25 of the Workplace Safety and Insurance Act,
- Complying with the obligation to co-operate in the early and safe return to work of the worker (section 40), and,
- Complying with the obligation to re-employ the worker (section 41) if it applies.

Any costs incurred by the worker's regular employer (Responding Member) in meeting these obligations are reimbursed by the Crown or the municipality, whichever is applicable.

The Responding Member is responsible for providing Workplace Safety and Insurance Board (WSIB) benefits and administering WSIB for its employees. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with WSIB and other employee claims that arise from or are related to providing assistance under this Agreement.

- B. Hold Harmless - The Requesting Member shall indemnify and hold the Responding Member harmless from and against any and all liability for loss, including, but not limited to, damage, cost or expense which the Responding Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of the Responding Member.

Where payments are made to Responding Member's employees under WSIB or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Member shall make reimbursement to Responding Member to the extent such payment increases the Responding Member's WSIB or disability benefits costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against the Responding Member alleging liability for which Requesting Member shall indemnify and hold harmless the Responding Member under the above paragraphs, the Responding Member shall promptly notify the Requesting Member thereof, and the Requesting Member, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

ARTICLE XII

NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members in respect of this Agreement, shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII

INSURANCE

Each Member shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

- A. Members shall maintain at minimum the following insurance policies;
- a. Commercial General Liability (CGL) insurance for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (\$5,000,000.00). This CGL insurance shall be written to a minimum of the current IBC 2100 form or the most recent version and such policy shall include:
 - i. the Responding Member as an additional insured;
 - ii. a cross liability clause;
 - iii. products and completed operations coverage;
 - iv. broad form contractual liability coverage;
 - v. non-owned automobile liability coverage; and
 - vi. operation of attached machinery;
 - b. Automobile third party liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00); and
 - c. All Risk Property insurance that covers any property on loan from a Responding Member
- B. In the event of a claim requiring the Responding Member to incur costs as a result of providing assistance under this Agreement, the Requesting Member shall be responsible for reimbursing the Responding Member for the payment of every deductible amount provided in the insurance described in Article XIII (A), above.
- C. The Requesting Member covenants and agrees that the insurance obligations mentioned above will not be construed to and will in no manner limit or restrict the liability of the Requesting Member or its responsibility under Article IX.

ARTICLE XIV

CONFIDENTIAL INFORMATION

Subject to the terms and conditions of the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act and Personal Health Information Protection Act, 2004, as appropriate, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information under this Agreement. Except when compelled by this agreement to provide information to a Member, if any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV
EFFECTIVE DATE

This Agreement shall be effective on the Member once the Member's authorized representative executes this Agreement and the OnWARN Steering Committee Chair receives the executed Agreement. The OnWARN Steering Committee Chair shall maintain a list of all Members and Associate Members, and make the list available to all Members and Associate Members.

ARTICLE XVI
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the OnWARN Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support this Agreement, legislative action, creation of a mutual aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members. The OnWARN Steering Committee Chair shall provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between Members to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XX
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and shall be without effect.

ARTICLE XXI
COUNTERPARTS

This Agreement may be executed and delivered by the parties in counterparts, each of which shall constitute an original and may be delivered by facsimile, email or other functionally equivalent electronic means of communication, and those counterparts taken together shall constitute one and the same instrument.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Utility listed here manifests its intent to be a Member of the Ontario Water/Wastewater Agency Response Network by executing this Mutual Aid and Assistance Agreement on this _____ day of _____ 20____.

Utility: _____

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize Entering into an Automatic Aid Agreement with
The Corporation of the Township of Wainfleet

Whereas at its meeting of November 22, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of the Community Safety & Enforcement Department Report No. 2021-286, Subject: Automatic Aid Agreement between Port Colborne and Wainfleet; and

Whereas Council is desirous of entering into an automatic aid agreement with The Corporation of the Township of Wainfleet to provide and receive fire and emergency services; and

Whereas the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, confers broad authority on municipalities to enter into such agreements;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enters into an automatic aid agreement with The Corporation of the Township of Wainfleet to provide and receive fire and emergency services.
2. That the Mayor and City Clerk be and they are hereby authorized and directed to sign the said agreement, attached hereto as Schedule "A", together with any documents necessary to complete the conditions of the said agreement, and the City Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

AUTOMATIC AID AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2000,

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Hereinafter called the "Township of Wainfleet" OF THE FIRST PART

AND

THE CORPORATION OF THE CITY OF PORT COLBORNE

Hereinafter called the "City of Port Colborne" OF THE SECOND PART

WHEREAS Section 2 (6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Township of Wainfleet and the City of Port Colborne operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection Act, through a fire department situated within the their respective municipal boundaries;

AND WHEREAS the Township of Wainfleet and the City of Port Colborne are prepared to make available fire protection services to each other, are agreeable and requests each other to provide fire protection services to a defined area of the within each municipality;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Township of Wainfleet and the City of Port Colborne mutually agree as follows:

1. DEFINITIONS:

In this agreement, unless the context otherwise requires,

- a) **designate** means a person who, in the absence of the **fire chief**, has the same powers and authority as the fire chief.
- b) **fire area** means the area of the Township of Wainfleet and the City of Port Colborne defined in **Schedule "A, B, C, D, E"** attached to and forming part of this agreement.
- c) **fire chief** means the chief of the fire department.
- d) **fire department** means either Wainfleet Fire & Emergency Services or Port Colborne Fire & Emergency Services.

Automatic Aid Agreement for the Delivery of Fire Protection Services between the Township of Wainfleet and the City of Port Colborne

- e) **fire protection** means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of those services".

2. FIRE AREA

- a) The Township of Wainfleet will supply limited (Pumper & Tanker) **fire protection services** to all the rural properties and residents situated within the geographical areas of Port Colborne as shown in **Schedule "A"**.
- b) The Township of Wainfleet will supply limited (Pumper) **fire protection services** to all the urban properties and residents situated within the geographical areas as shown in **Schedule "B"**.
- c) The City of Port Colborne will supply limited (Pumper & Tanker) **fire protection services** to all the properties and residents situated within the geographical areas of Wainfleet as shown in **Schedule "C"**.
- d) The City of Port Colborne will supply limited (Tanker) **fire protection services** to all the properties and residents situated within the geographical areas of Wainfleet as shown in **Schedule "D"**.
- e) The City of Port Colborne will supply limited full **fire protection services** to all the properties and residents situated within the geographical areas of Wainfleet as shown in **Schedule "E"**.

3. FIRE PROTECTION SERVICES

- a) The fire apparatus and personnel of each **fire department** will respond to occurrences in the **fire area** in a like manner as if the response were in each respective municipality.
- b) Should either **fire chief** or **designate** require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, at an occurrence in the **fire area**, such assistance shall be summoned.

4. FIRE DEPARTMENT AUTHORITY

- a) Either **fire chief** or **designate** may refuse to supply responses if response personnel, apparatus or equipment are required in the respective municipality or elsewhere, under the provisions of the County, District or Regional Mutual Aid Plan.
- b) Either **fire chief** or **delegate** may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the **fire area**. In such cases the **fire chief** or **designate** may summon assistance in accordance with provisions in Section 3. (b)

**Automatic Aid Agreement for the Delivery of Fire Protection Services between the
Township of Wainfleet and the City of Port Colborne**

5. *RESPONSIBILITY*

- a) Each Fire Department shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the ***fire area***, of procedures for reporting an emergency and of the services provided by the ***fire department***.

6. *PAYMENT*

- a) For the term of this agreement, The Township of Wainfleet and The City Port Colborne will not receive payment for automatic aid services provided to the ***fire areas***.

7. *TERMINATION and AMENDMENTS*

- a) This agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination.
- b) This agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

8. *DISPUTES*

- a) If any dispute arises between the parties to this agreement, respecting any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provision of the Municipal Arbitrations Act, R.S.O. c. 304, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.
- b) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, R.S.O. c.25 or pursuant to any successor legislation.

9. *LIABILITIES*

- a) Notwithstanding anything herein contained, no liability shall attach to accrue to either Fire Department for failing to supply each other services on any occasion, or occasions, any of the ***fire protection services*** provided for in this agreement.
- b) No liability shall attach or accrue to either Fire Department by reason of any injury or damage sustained by personnel, apparatus or equipment of the ***fire department*** while engaged in the provision of ***fire protection services*** in the ***fire area***.

**Automatic Aid Agreement for the Delivery of Fire Protection Services between the
Township of Wainfleet and the City of Port Colborne**

10. SEVERABILITY

- a) In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in force and effect *mutatis mutandis*.
- b) The parties hereto agree that they shall pass all necessary by-laws to give full force and effect to this agreement.

11. TERM

- a) This agreement shall expire on December 31, 2023
- b) Parties may agree to extend this agreement in its entirety for a period of no more than 12 months.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

The Corporation of the Township of Wainfleet

(seal)

Mayor

Clerk

The Corporation of the City of Port Colborne

(seal)

Mayor

Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to appoint a Building Inspector

Whereas Section 3(2) of *The Building Code Act, 1992, S.O. 1992, c.23* (the Act) provides that the council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Act in the areas in which the municipality has jurisdiction; and

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That Prakash Vchatram Ganapathy be appointed as a Building Inspector for the City of Port Colborne effective January 10, 2022;
2. That this by-law shall be repealed on the date that the appointee ceases to be an employee of the City of Port Colborne;
3. That By-law 6695/59/19, Being a by-law to appoint Municipal Law Enforcement Officers, a Property Standards Officer, and a Building Inspector be repealed.
4. This by-law shall come into force and take effect on the date of passing.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of January 25, 2022

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of January 25, 2022 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 25th day of January, 2022.

William C. Steele
Mayor

Amber LaPointe
City Clerk