

**THE CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 5210-20**

A BY-LAW TO AUTHORIZE THE LORD MAYOR AND TOWN CLERK TO EXECUTE THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND THE REGIONAL MUNICIPALITY OF NIAGARA

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the Traffic Signal Maintenance Agreement between The Corporation of the Town of Niagara-on-the-Lake and the Regional Municipality of Niagara, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
4. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 24th DAY OF FEBRUARY 2020

LORD MAYOR BETTY DISERO

DEPUTY CLERK COLLEEN HUTT

THIS AGREEMENT made in duplicate this _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF the Town of Niagara-on-the-Lake,

Hereinafter referred to as the "MUNICIPALITY"

OF THE FIRST PART

- and -

THE REGIONAL MUNICIPALITY OF NIAGARA

Hereinafter referred to as the "NIAGARA REGION"

OF THE SECOND PART

WHEREAS there are traffic control signals on various municipal roadways within the Region, and under the jurisdiction of the Municipality are listed in Schedule "A";

AND WHEREAS for the purpose of regulating traffic, the Parties of this Agreement desire to permit the Niagara Region, on behalf of and at the cost and expense of the Municipality, to operate and maintain the Traffic Control Signals, Illumination, and Flashers, owned by the Municipality at the locations listed in Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained the Parties of this Agreement hereto for themselves and their respective successors and assigns agree as follows:

PART 1

DEFINITION

1. In this Agreement,

"A Flasher" means a single section of a signal head or a similar device which is illuminated by rapid flashes having an amber or red lens operating at an intersection or along a roadway as a supplementary warning device unless otherwise indicated in this Agreement;

"Advanced Traffic Management System (ATMS)" means a combination of traffic control devices connected through a communication network to a centrally located computer and is part of an Intelligent Transportation System (ITS)

"Communications System" means any system which communicates and that transfers data from one location to another or to a centralized location, through various media including, but not limited to, fibre optics, wire, or wireless systems unless otherwise indicated in this Agreement;

"Illumination" means roadway lighting systems designed to provide a specific level and uniformity of illumination on the roadway and systems' circuit passes through the disconnect box or hydro-electric service provider demarcation point for a Traffic Control Signal, including all above ground and below ground plant;

"Modifications" and **"Modify"** means as the context requires, a change to the physical plant, installation or removal of a traffic signs and/or modifications to pavement marking if such change require modification or updating an approved Traffic Signal Legal Approval Drawing

"Parties" means the Municipality and the Region and **"Party"** means either of them;

"Traffic Control Signal" means any power operated traffic control device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed and refers to the complete installation including signal heads, wiring, controller, poles and other appurtenances;

Traffic Control Signals means the aggregate of all Traffic Control Signal owned by the Municipality;

Traffic Signal Legal Approval Drawing means a scaled drawing accurately representing the layout and design of a signalized intersection, prepared and signed to act as the legal authority to operate a traffic signal.

PART 2

GENERAL

2. The Region, on behalf of the Municipality, shall carry out the maintenance and operation of the Traffic Control Signals, Illumination, and Flashers at the locations set out in Schedule "A" attached hereto, including, but not limited to, providing all necessary repairs, replacements, locates, inspections, cleaning, and re-lamping but excluding any responsibility for the maintenance of any Communications System owned by the Municipality. Traffic Control Signals shall be operated and maintained to meet the standards, specifications and requirements outlined in Schedule "B" of this Agreement and in the document entitled "Design and Operation of Traffic Signals" prepared by the Niagara Region, unless otherwise agreed to in writing. All costs associated with these activities shall be borne directly by the Municipality.

3. The Municipality agrees that new and rebuilt Traffic Control Signals shall conform as close as practicable to the standards and specifications contained in the document entitled "Design and Operation of Traffic Signals" prepared by the Niagara Region. In instances where a new or rebuilt Traffic Control Signal does not conform to the prescribed standards and specifications, the Niagara Region reserves the right to refuse any responsibility associated with maintaining said Traffic Control Signal.
4. The Municipality agrees to permit the Niagara Region to connect to Municipality owned Traffic Control Signals, using the Municipally owned Communications System for operational and maintenance purposes. Except in cases of emergency, changes in signal timing plans or ATMS programming changes must be mutually agreed to by both parties prior to implementation.
5. When the Municipality desires to have a Traffic Signal added to the Advanced Traffic Management System, the Municipality shall request the Niagara Region to install and maintain various communications equipment and/or devices required for that connection. All costs for this Municipality owned equipment related to the design, purchase, installation and maintenance shall be borne by the Municipality.
6. At the written request of either Party, a copy of the most recent Traffic Signal Legal Approval Drawings for locations listed in Schedule "A", shall be provided by the other Party at the cost of the requester.
7. The Municipality has the right to inspect all equipment that the Region maintains on behalf of the Municipality. The Municipality shall request in writing any Modifications to their equipment that they believe are necessary for the Municipality's operational benefit, provided said Modifications conform to the standards and specifications contained in the document entitled "Design and Operation of Traffic Signals" prepared by the Niagara Region.
8. The Niagara Region shall not carry out Modifications to any signalized intersection owned by the Municipality unless prior approval has been obtained from the Municipality. The Niagara Region reserves the right to Modify signal timings in cases of emergency. The Niagara Region shall notify the Municipality of any such Modifications promptly and return the signal timing to the original setting as agreed to by both parties.
9. Notwithstanding the termination of this Agreement, the Niagara Region shall ensure that it maintains and keeps all maintenance and timing records created as a result of the operation and maintenance of the Municipality's Traffic Control Signals for a period of not less than seven (7) years from when the maintenance and timing records are created. One copy of these records shall be provided to the Municipality at any time following termination upon request.
10. The Niagara Region agrees to maintain the web site containing signal timings for all municipal traffic signals. Information will be updated within five working days of changes being implemented.

11. The Niagara Region shall invoice the Municipality every thirty (30) days, or as incurred, for all costs and expenses incurred by the Niagara Region which are authorized by and within the context of this Agreement and deemed to be regular operation, and maintenance. The Municipality shall pay all invoices within 30 days of receipt. All costs associated with labour and equipment shall be invoiced as per the actual costs incurred by the Niagara Region. All costs associated with materials shall be invoiced as the actual cost incurred by the Niagara Region through their normal purchasing practices.
12. The Municipality shall reimburse the Niagara Region for any additional costs that may be incurred to conduct Traffic Engineering Services as requested by the Municipality as outlined in Schedule C of this agreement. All costs will be invoiced separately as the actual cost incurred by the Niagara Region.
13. All electrical power costs associated with the operation and functioning of all Traffic Control Signals and Illumination or specialized computer traffic control systems shall be the responsibility of the Municipality. The Municipality shall make payment for all electrical power services directly to the hydro-electric service provider.
14. In the event that a signalized intersection or other traffic control device is transferred from one road authority to another, Schedule "A" of this Agreement shall be amended to reflect this change.
15. The Niagara Region shall indemnify and save harmless the Municipality from and against any claim, action, course of action or liability for loss, damage, accident or injury including death, in any manner arising due to, out of, from or in connection with the negligent completion of the maintenance and operation (or negligent failure to complete the maintenance and operation) to be performed by the Niagara Region or its agents pursuant to this Agreement. The Municipality remains responsible and liable for all other risks related to its ownership and operation of the Traffic Control Signals in question and shall indemnify and save harmless the Niagara Region from and against any claim, action, course of action or liability for loss, damage, accident or injury including death, in any manner arising due to, out of, from or in connection with the ownership and operations of its Traffic Control Signals.
16. This Agreement may be amended or modified only by mutual agreement executed in writing by each of the Parties.
17. Either party may terminate this agreement at anytime by serving a minimum of twelve (12) months written notice of its intent to do so on the other party.

18. The obligations of the Parties in this agreement with respect to claims, actions, causes of action or liabilities which arose under this agreement prior to the termination date shall not expire upon termination of this agreement.

THIS AGREEMENT shall ensure to the benefit of and be binding on the successors and assigns of each Party hereto.

IN WITNESS WHEREOF the Parties have executed this Agreement by the signature of their proper signing officers below.

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

By: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF NIAGARA

By: _____

Name: Ron Tripp _____

Title: Commissioner of Public Works _____

Date: _____

I have authority to bind the Corporation.

SCHEDULE "A"

**LIST OF MUNICIPALLY OWNED TRAFFIC SIGNALS AND FLASHERS
TO BE MAINTAINED BY THE REGION**

SIGNALS

- 1) King Street at Picton Street/Queen Street
- 2) Line 1 at Concession 2
- 3) Line 8 at Concession 2

SCHEDULE "B"

TRAFFIC SIGNAL ROUTINE MAINTENANCE

Traffic signal "Routine Maintenance" is completed on Traffic Signals, related Roadway Lighting, and Warning Flashers on an annual or semi-annual basis as noted below and consists of the following:

Traffic Controller Cabinet Maintenance (Semi-annually)

1. Replace Malfunction Management Unit (MMU) with tested and certified unit.
2. Lubricate Traffic Control Cabinet (TCC) hinges and locking mechanism.
3. Inspect the electrical connections and grounding in TCC.
4. Verify proper vehicle/pedestrian detection and signal cabinet operation.
5. Ensure correct operation of thermostat, heater and fan.
6. Install baffle plate and/or replace filter as required.

Traffic Signal/Roadway Lighting/Flasher Inspection (Annually)

1. Test all pedestrian push buttons for proper operation.
2. Inspect condition and operation of traffic signal vehicle detection loops.
3. Locate and inspect all Junction Boxes for damage or tripping hazards.
4. Inspect for proper seating of all traffic signal arms.
5. Inspect all traffic poles and pole bases for damage and secure pole hatches.
6. Verify proper signal alignment and visibility.
7. Ensure signal backboards and brackets are in good condition.
8. Check electrical connections and grounding in traffic poles.
9. Inspect Power Distribution Panel (PDP)
10. Energize and verify all roadway lighting associated with signal plant (where installed).
11. Change incandescent bulbs in pedestrian signals and clean lenses (where not LED).
12. Remove posters, unauthorized signs, and graffiti from traffic signal plant.
13. Replace damaged, worn, or missing decals.
14. Perform Stray Voltage Test (SVT) on traffic poles and TCC.
15. Clean, inspect, and verify proper operation of video vehicle detection systems when installed.
16. Clean, inspect, and verify proper operation of Uninterruptable Power Supply (UPS) system (where installed).

17. Inspect and verify proper operation of Accessible Pedestrian System (APS) (where installed).

SCHEDULE "C"

ADDED VALUE ITEMS TO THE MUNICIPAL MAINTENANCE AGREEMENT

1. Complete traffic signal warrant analysis for new signal installations and provide guidance and recommendations for functional layout and operational parameters.
2. Complete traffic signal designs, produce legal signal drawings and recommend for signature and legal approval by signing authority on LAM behalf.
3. Audit legal traffic signal design drawings
4. Prepare necessary RFQ documents and drawings necessary for tender documents for new and revised traffic signal installations.
5. Meet with municipal staff and their consultant for municipal projects which affect operation or modification of existing traffic signals or construction of new signal installations.
6. Complete signal timing and capacity analysis calculations.
7. Complete coordination and network optimization calculations, and system programming for signal networks and corridors.
8. Perform advance green warrant analysis.
9. Calculate and implement temporary timing and programming changes for detour routes, planned road closures or events, and unplanned emergency road closures affecting traffic signal operation.
10. Investigate and respond to inquiries and requests regarding traffic signal operation.
11. Maintain and update web site containing signal timing information for all signals owned by the municipality.
12. Provide signal timing information to outside agencies upon request from consultants, developers, lawyers etc.

13. Recommend improvements and modifications at signalized intersections including phasing, timing changes, signing and pavement marking layouts to improve level of service and operation.
14. Update and modify legal signal drawings as required.
15. Appear as expert witness on city's behalf providing information on traffic signal operation.

November 29, 2018

Mr. Jeff Vyse
Manager of Public Works
Town of Niagara-on-the-lake
Box 100
Virgil, Ontario
L0S 1T0

Dear Mr. Vyse:

Traffic Signals Agreement

The Niagara Region is looking to update our traffic signal maintenance agreement with the Town of Niagara-on-the-Lake. After a lengthy process I am pleased to inform you, Niagara Region Council has given their approval to proceed and update these documents.

Attached is a copy of the new agreement, could you please review and send back three (3) signed copies. Once received back we will obtain sign off from Mr. Tripp, Commissioner of Public Works, and return a copy back to you for your records. If you have any questions please direct them to me.

Thanks, we look forward to our continued working relationship with the Town of Niagara-on-the-Lake.

Yours truly,



Shawn McCauley
Associate Director Transportation & Fleet Operations

/jh
Attach.