

**The Municipal Corporation of the  
Town of Fort Erie**

**BY-LAW NO. 230-04**



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**BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO AND  
EXECUTION OF AGREEMENT WITH REGION OF NIAGARA FOR  
TRAFFIC CONTROL SIGNALS**

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**WHEREAS** Section 11(2).3, Table 1, Item (1) of the *Municipal Act, 2001* provides for a non-exclusive sphere of jurisdiction for highways, including parking and traffic on highways, and

**WHEREAS** Section 144(31) of the *Highway Traffic Act*, R.S.O. 1990, Chapter 8 as amended provides no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or the intersection, and

**WHEREAS** By-law No. 243-01 was passed by the Municipal Council of the Town of Fort Erie on the 17<sup>th</sup> day of December, 2001 designating the Director of Public Works of the Town of Fort Erie as the approving authority for traffic signal devices and systems, and

**WHEREAS** in May of 2000, the Regional Municipality of Niagara transferred certain highways to the Town of Fort Erie including two associated traffic control signals and two flasher units as follows:

Traffic Signals

- Bertie Street at Concession Road; and
- Ridgeway Road at Rebstock Road.

Flasher Units

- Bernard Avenue and Nigh Road; and
- Farr Road and Ridge Road, and

**WHEREAS** the Regional Municipality of Niagara has maintained the aforesaid traffic control signals and flasher units since the transfer of certain highways to the Town of Fort Erie, and

**WHEREAS** subsequent to the Crossroads Development, traffic signals have been installed at the intersection of Bertie Street and Prince of Wales Drive and all other traffic signals within the Town of Fort Erie are owned and maintained by the Regional Municipality of Niagara, and

**WHEREAS** such maintenance by the Regional Municipality of Niagara has been undertaken on an informal basis charging the Town for its services on a cost recovery basis, and

**WHEREAS** at the Council-in-Committee meeting of December 6, 2004 Report No. IS-65-04 was approved to authorize the entry into an agreement with the Regional Municipality of Niagara for the maintenance of traffic signal and flasher unit installations in the Town of Fort Erie, and

**WHEREAS** it is deemed desirable to formalize the arrangement through the entry into an agreement by the parties for the maintenance of traffic control signals in the Town of Fort Erie by the Regional Municipality of Niagara in the form of Schedule "A" annexed hereto to this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. THAT the entry into an agreement with the Regional Municipality of Niagara for the maintenance of traffic signal and flasher unit installations in the form of Schedule "A" annexed hereto to this by-law be and it is hereby authorized and approved.
2. THAT the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" to this by-law and to affix the corporate seal thereto.
3. THAT pursuant to the provisions of Section 227 of the *Municipal Act, 2001*, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 13<sup>th</sup> DAY OF DECEMBER, 2004.

  
MAYOR

  
CLERK

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 230-04 of the said Town. Given under my hand and the seal of the said Corporation this day of \_\_\_\_\_, 200 .

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF FORT ERIE,**

Hereinafter referred to as the "MUNICIPALITY"

OF THE FIRST PART

- and -

**THE REGIONAL MUNICIPALITY OF NIAGARA**

Hereinafter referred to as the "REGION"

OF THE SECOND PART

**WHEREAS** there are traffic control signals on various municipal roadways within the Region, which are under the jurisdiction of the Municipality and which are listed in Schedule "A", which is attached hereto and forms part of and is subject to the terms of this agreement;

**AND WHEREAS** for the purpose of regulating traffic, it has been agreed between the Parties of this Agreement that the Region, on behalf of the Municipality, shall at the cost and expense to the Municipality, operate and maintain the traffic control signals (both isolated and interconnected by a computerized traffic control operating system), illumination, flashers, and traffic signs 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;

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

**“Illumination”** means roadway lighting systems whose circuit passes through the disconnect box or hydro-electric service provider demarcation point for the traffic control signal, including all above ground and below ground plant, strategically located at decision/critical areas designed to provide a specific level and uniformity of illumination on the roadway;

**“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 Sign”** means any static sign, whether regulatory or warning in nature, which is placed at, or in advance of, a traffic control signal and provides important information to motorists approaching or entering an intersection controlled by said traffic control signal. These may include, but are not limited to, lane designation signs, yield signs and turn restriction signs.

## PART 2

### GENERAL

2. The Region, on behalf of the Municipality, shall carry out the maintenance and operation of the Traffic Control Signals, Illumination, Flashers, and Traffic Signs at the locations set out in Schedule "A" attached hereto, including, but not limited to, providing all necessary repairs, replacements, inspections, cleaning, and re-lamping. The 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; Standards and Specifications" prepared by the Region. All costs associated with these activities shall be borne directly by the Municipality.
3. The Municipality agrees that all new and rebuilt Traffic Control Signals shall conform to the standards and specifications contained in the document entitled "Design and Operation of Traffic Signals; Standards and Specifications" prepared by the Region. All new technology materials shall be approved by the Municipal Traffic Committee for inclusion on the Regional Approved Equipment (RAE) listing prior to implementation. In instances where a new or rebuilt Traffic Control Signal does not conform to the prescribed standards and specifications, the Region reserves the right to refuse any responsibility associated with maintaining said Traffic Control Signal.
4. Item 3 does not apply to any Traffic Control Signal that has been maintained by the Region prior to July 1, 2004.
5. Both Parties are agreeable to and shall permit the connection of any Traffic Control Signals to an interconnected cable or wireless Communications System that is owned by the other Party, where possible. Changes in signal timing and system plans must be mutually agreed to by both parties prior to implementation for signals connected to the other Party's system. Such connection efforts are encouraged to synchronize the flow of traffic. The connecting Party must obtain written approval from the Party owning the Communications System prior to this connection service being implemented.
6. At the Municipality's request, the Region shall provide the Municipality with the most recent copy of all legal drawings/current signal drawings (PHM-125) for all Traffic Control Signal locations listed in Schedule "A".
7. The Municipality has the right to inspect all Traffic Control Signals, Flashers, and Traffic Signs at any location that the Region maintains on behalf of the Municipality. This includes any municipally owned computerized traffic control systems. The Municipality has the right to specify any modifications to this system that they believe 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; Standards and Specifications" prepared by the Region.

8. The Region shall not carry out physical or similar modifications to any signalized intersection owned by the Municipality (e.g. modification to physical plant, installation or removal of Traffic Signs and/or modifications to pavement markings) that may entail changing approved legal drawings unless prior written approval has been obtained from the Municipality. The Region reserves the right to modify signal timings in cases of emergency. The Region shall notify the Municipality of any such modifications promptly and return the signal timing to the original setting as soon as possible.
9. Notwithstanding the termination or expiration of this Agreement, the 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. These records shall be provided to the Municipality at any time upon request.
10. The Region shall invoice the Municipality every thirty (30) days for all costs and expenses incurred by the 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 rates and fees contained in Schedule "C" of this Agreement as amended from time to time. All costs associated with materials shall be invoiced as the actual cost incurred by the Region through their normal purchasing practices.
11. The Municipality shall reimburse the Region for any additional costs that may be incurred to conduct turning moving counts of vehicular and pedestrian traffic at signalized intersections. Such technical counts shall only be carried out at the written request of the Municipality.
12. 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.
13. In the event that a signalized intersection is transferred from one road authority to another, this Agreement and Schedule "A" shall be amended to reflect this change.
14. The 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 work undertaken, performed or failed to be performed by the Region or its agents pursuant to this Agreement.

15. This Agreement may be amended or modified only by mutual agreement executed in writing by each of the Parties.
16. This Agreement shall remain in force for a period of six (6) months, commencing July 1, 2004 to December 31, 2004, or until such time as this Agreement is terminated, whichever is the earliest date.
17. Either Party may terminate this Agreement at any time by serving ninety (90) days written notice of the intention to do so on the other Party. The obligations of the Parties herein shall not expire upon the termination of this agreement in respect to claims, actions, and causes of action or liabilities that arise hereunder prior to the termination date.

**THIS AGREEMENT** shall ensue to and be binding on the successors and assigns of each party hereto.

**IN WITNESS WHEREOF** the Corporate Seals of each of the Parties hereto are hereunder affixed and attested by the proper signing officer thereof.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

CORPORATION OF THE TOWN OF FORT ERIE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

THE REGIONAL MUNICIPALITY OF NIAGARA

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
CLERK

**SCHEDULE A**  
**LIST OF MUNICIPALLY OWNED PLANT TO BE MAINTAINED BY THE REGION**

Intersection Code	Location	Type	Municipality
BRTCNC	Bertie St. & Concession Rd.	Traffic Signal	Fort Erie
BRTPRN	Bertie St. & Prince of Wales Dr.	Traffic Signal	Fort Erie
RDGRBS	Ridgeway Rd. & Rebstock Rd.	Traffic Signal	Fort Erie
BRNNGH	Bernard Ave. & Nigh Rd.	Flasher	Fort Erie
FRRRDG	Farr Ave. & Ridge Rd.	Flasher	Fort Erie

## **SCHEDULE B**

### **TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS**

The tasks included in the following sections outline both scheduled and non-scheduled maintenance works that is completed on behalf of the Municipality by the Regional Municipality of Niagara. The Region may identify areas or tasks that require additional work as necessary. However, it is the responsibility of the Municipality to direct and/or initiate any additional work in writing. While the individual tasks outlined in this section do not specifically state the remedy that is to be used by Regional Staff when a problem is encountered, the situation will be corrected as directed by the Municipality. Payment for the following maintenance activities shall be based on the actual labour, equipment and materials expended by the Region.

#### **1.0 SCHEDULED MAINTENANCE**

##### ***Task: Relamping of Traffic and Pedestrian Signal Indications***

***Frequency: Every 12 Months***

- Replace bulbs in all red, green, walk and don't walk incandescent traffic signal indications.
- Replace bulbs in all flashing beacons.
- Replace bulbs in all school zone flashers.
- Replace bulbs in all amber and arrow incandescent traffic signal indications *every 24 months*.
- Clean lenses and reflectors – including LED lenses.
- Replace damaged lenses and reflectors.
- Inspect gasket for water infiltration and deterioration.
- Inspect that all connections are tight, corrosion free and in good condition.
- Lubricate door hinges and latches.
- Inspect backboard and clean if necessary.
- Log the location of all damaged or missing backboards for future replacement.
- Inspect wear on signal wire and mechanical hardware.
- Check alignment of signal heads and adjust if necessary.
- Clean any video detection devices.

##### ***Task: Traffic Signal Cabinet Maintenance***

***Frequency: Every 6 Months***

- Lubricate hinges and locks.
- Clean or replace filter.
- Vacuum cabinet.
- Inspect weatherproof seals and replace if necessary.
- Inspect anchor bolts.
- Check operation of fan and heater.
- Inspect and test grounding system.

**SCHEDULE B**  
**TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS**

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- Check and record ampere meter reading for electricity consumption.
- Refer to Controller Maintenance Procedure and Hanta Virus Control Program.

***Task: Traffic Signal Controller Maintenance***

***Frequency: Every 6 Months***

- Ensure installed timings match the master time sheet.
- Monitor vehicle detection and report all failures.
- Retune vehicle detectors if necessary.
- Inspect all connections and ensure that they are tight, corrosion free and in good condition.
- Replace Malfunction Management Unit (MMU) with bench tested unit.
- Visually inspect and replace if damaged all load switch packs, relays and flasher units.

***Task: Vehicle and Pedestrian Detection Maintenance***

***Frequency: Every 6 Months***

- Inspect the condition of all loop detectors and report all failures.
- Check alignment of sonic, video and radar type detectors.
- Verify that all special functions are performing as intended (i.e. delay, extension).
- Check push buttons on each end of actuated crosswalks and visually verify pedestrian signal operation.
- Inspect push button signs. Clean and replace if necessary.

***Task: Physical Plant Inspection***

***Frequency: Every 12 Months***

- Check alignment and condition of mast arms and double arm brackets.
- Inspect poles, pole bases, and mast arms for damage caused by vehicles.
- Inspect poles, base plates, anchor bolts etc., for rust and wear.
- Inspect horizontal and vertical angle/position of poles and mast arms.
- Inspect all junction boxes for wear and level (i.e. trip hazards).
- Inspect the grounding and bonding system at each junction box.
- Inspect each junction box for abnormal amount of water.
- Inspect all conduit and wiring (including splices) in junction boxes.
- Ensure that controller cabinet, junction boxes, hand holes etc., are locked and secured.
- Inspect disconnect box.

***Task: Fire Pre-emption System Test***

***Frequency: Every 12 Months***

- Ensure that all detectors are clear of obstructions and are properly aligned for the intended direction,

## SCHEDULE B TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS

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- Ensure that the discriminator or phase selector is turned on and all adjustments for timings and ranges are set,
- Ensure that the required detection ranges are being satisfied.

### *Task: Flashing Beacon and School Flasher Maintenance*

#### *Frequency: Every 12 Months*

- Inspect all flashing beacons for proper flash rate and alignment.
- Ensure that all flashing beacons are visible from at least a distance equal to the minimum stopping sight distance of traffic using the road.
- Inspect and lubricate all key operated switches for school zone flashers.
- Ensure that the times in all automatic school zone flashers match the on/off times supplied by the Municipality.

## 2.0 RESPONSE AND EMERGENCY MAINTENANCE

In addition to the regularly scheduled maintenance programs that are undertaken on a semi-annual or annual basis, Regional Signal Staff will respond to all reported equipment or system malfunctions in a timely fashion. On behalf of the Municipality the Region will perform the following activities:

- Receive and log the notification of a system malfunction.
- Respond to the request and secure the site.
- Diagnose the problem.
- Perform interim repairs if the traffic signal is heavily damaged, otherwise correct the problem.
- Log the activities undertaken and, if the traffic signal is heavily damaged, consult the Municipality with a recommended course of action.
- Record and inform the Electrical Safety Authority of all reportable electrical repairs.
- Perform final repairs with the Municipality's endorsement.

## 3.0 PREPLANNED WORKS

In addition to routine and response/emergency maintenance activities, the Region may be requested, from time to time, to rebuild existing traffic signal plants or install new traffic signal plants for the Municipality. The Region will be responsible for the supply of all

materials, equipment and labour necessary to undertake the required works. The Region may use subcontractors to perform part of this work.

The Region is responsible for the field layout, installation (including traffic signing and pavement markings), and turn-on of all new and rebuilt traffic signal installations. As part of this work the Region will liaise with the necessary agencies (i.e. Hydro, Niagara Regional

**SCHEDULE B**  
**TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS**

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Police, Electrical Safety Authority) to ensure that all necessary approvals and arrangements have been made. The Municipality may request the Region to complete the traffic signal design as well.

The Region will arrange a predetermined "Turn On" date and time with the Municipality thereby ensuring that a valid legal drawing has been signed by the Municipality.

As all new and rebuilt traffic signal plants will vary in complexity and cost, the Region will provide the Municipality with a detailed cost estimate for all of the works required to achieve a fully functional, approved and legal traffic signal installation.

**4.0 LOCATE SERVICES**

The Region provides, on behalf of the Municipality, the locate service of traffic control signal equipment to contractors and utilities. The Region utilises current standard locating equipment to perform this service and provides all necessary information and documentation to satisfactorily complete this function

**5.0 VEHICLE LOOP DETECTION**

The Region will report to the Municipality as soon as practicable all failed vehicle traffic detection. The Municipality will then direct the Region on the course of action to reinstate the failed vehicle detector. Upon receipt of this direction the Region will schedule the reinstatement work to be completed as soon as practicable.

**6.0 ROADWAY ILLUMINATION**

Roadway illumination is warranted at all traffic signal locations. When illumination is powered by the same power disconnect location as traffic control signals the Region will maintain this roadway lighting for the Municipality.

After becoming aware of malfunctioning roadway illumination, the Region will repair/replace the malfunctioning luminaire as soon as practicable or within 7 days, whichever is shorter.

**SCHEDULE C  
RATES AND FEES FOR LABOUR AND EQUIPMENT**

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**TABLE 1 – LABOUR RATES**

<b>CLASSIFICATION</b>	<b>2004*</b>
STORES	\$28.91
SIGN INSTALLER	\$28.91
LOCATOR	\$28.91
ELECTRICIAN	\$34.25
SIGNAL TECHNICIAN	\$34.25
SERVICEMAN 1	\$31.05
MATERIAL HANDLER	\$32.12
SERVICEMAN 2	\$26.78
LEAD HAND PREMIUM	\$1.47

\* rates include benefit burden

**TABLE 2 – EQUIPMENT RATES**

<b>ITEM</b>	<b>RATE</b>
Small Bucket Truck	\$26.50
Medium Bucket Truck	\$43.05
Large Bucket Truck	\$53.75
Locate Van	\$8.00
Technical Van	\$8.55
Paint Truck	\$13.30
Pickup Truck	\$13.30
Service Van	\$18.80
Sign Truck	\$21.85
Paint Machine	\$10.90
Generator	\$6.45
Auger	\$5.95