



The Corporation of the Town of Fort Erie By-law 26-2026

Being a By-law to Authorize the Entry into an Amending Agreement to the Niagara Region Courts Inter-Municipal Agreement - Amendment 3 - Vision Zero Road Safety Program

Whereas By-law 161-2000 was passed by the Municipal Council of the Town of Fort Erie on August 21, 2000, authorizing the execution of an Inter-Municipal Agreement for the administration, support, and prosecution of matters under the *Provincial Offences Act* through a Joint Board of Management of Niagara Region Courts composed of the twelve local area municipalities of The Regional Municipality of Niagara (the "Region") (collectively, the "Parties"), and engaging the Region as Agent to administer such functions; and

Whereas the Inter-Municipal Agreement has been amended from time to time, including by Amending Agreement (Amendment 2) authorized by By-law 16-2022 to support implementation of the Vision Zero Safety Program, including Automated Speed Enforcement and Red-Light Camera Enforcement; and

Whereas under Amending Agreement (Amendment 2), the Vision Zero Program, including the Red Light Camera program, was established for a defined term ending September 27, 2026; and

Whereas the Region has approved a further amending agreement (Amendment 3) to extend the term of the Vision Zero Program, specifically the Red Light Camera program, for an additional three (3) year period to September 27, 2029, on the same terms, conditions, and revenue-sharing structure as set out in Amending Agreement (Amendment 2); and

Whereas Amending Agreement (Amendment 3) also includes administrative updates to reflect the conclusion of the Automated Speed Enforcement program in accordance with provincial legislation, while ensuring continued processing and revenue distribution for charges issued prior to its termination; and

Whereas it is deemed desirable to enter into the said Amending Agreement (Amendment 3);

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

- 1. That** the entry into an Amending Agreement (Amendment 3) to the Niagara Region Courts Inter-Municipal Agreement, to extend the term of the Vision Zero Program, including the continued operation of the Red Light Camera program, to September 27, 2029, in the form attached hereto as Schedule "A", is authorized and approved.
- 2. That** the Mayor and Clerk are authorized and directed to execute the said Amending Agreement (Amendment 3) and to affix the corporate seal thereto.
- 3. That** all other provisions of the Niagara Region Courts Inter-Municipal Agreement, as previously amended, shall continue in full force and effect unless amended by Amending Agreement (Amendment 3).

- 4. That** the Clerk of the Town is authorized to affect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 27th day of April 2026.

Mayor

Clerk

NIAGARA REGION COURTS INTERMUNICIPAL AGREEMENT – AMENDMENT 3

THIS THIRD AMENDING AGREEMENT (this “**Third Amendment**”) is made as of the ____ day of _____, 2026 (the “**Effective Date**”).

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 the Parties entered into an Intermunicipal Agreement dated April 26, 2000 (the "Intermunicipal Agreement"), all parties agreed, among other 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 entered into a First Amendment (the “First Amendment”) which amended the Intermunicipal Agreement by updating Schedule “A” entitled “Reporting Relationships”;

AND WHEREAS effective September 27, 2023, the Parties entered into a second amending agreement (the “Second Amendment”) which established the Vision Zero Program pursuant to which the Region implemented the use of Red Light Cameras (“RLC”) and Automated Speed Enforcement (“ASE”) cameras, including the processing of offences and the allocation of revenues derived therefrom;

AND WHEREAS the Second Amendment is set to expire on September 27, 2026;

AND WHEREAS pursuant to Bill 56, the “Building a More Competitive Economy Act”, the Province of Ontario has eliminated the authority of municipalities to operate ASE effective November 14, 2025;

AND WHEREAS the Parties wish to further amend the Intermunicipal Agreement to extend the term of the Second Amendment supporting the continued use of RLC and to include transitional provisions reflecting the termination of ASE as of November 14, 2025 pursuant to Bill 56, and the continued processing and revenue-sharing of ASE charges issued prior to November 14, 2025, in accordance with the terms of the Second Amendment.

AND WHEREAS the Parties wish to extend the term of the Second Amendment for an additional three (3) years on the terms set out in the Second Amendment, as amended by this Third Amendment;

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

1. EXTENSION OF RLC ENFORCEMENT UNDER THE VISION ZERO PROGRAM

1.1 Section 9 of the Second Amendment is hereby deleted and replaced with the following:

The Term of this Amending Agreement shall commence on the Effective Date and shall continue for a period of six (6) years, concluding on September 27, 2029. The Parties acknowledge that the financial sustainability and potential expansion of RLC enforcement depend on various factors, including enforcement volumes, operational and processing costs, and applicable Provincial requirements. Regional Staff will actively monitor the use of RLCs and provide updates, including available data, as part of the annual report to Council required pursuant to Section 4 of this Amending Agreement. The Parties further agree to engage in

discussions to collectively review available data and consider any further modifications or extension to this Amending Agreement.

2. TERMINATION OF ASE ENFORCEMENT UNDER THE VISION ZERO PROGRAM

2.1 Termination of ASE Enforcement. The parties acknowledge that effective November 14, 2025, and pursuant to Bill 56, the legal authority for municipalities to operate ASE was eliminated by the Province of Ontario. As a result, ASE enforcement under the Vision Zero Program concluded on that date.

2.2 Continuation of Existing ASE Matters. Notwithstanding Section 2.1, all ASE charges arising from alleged offences occurring on or before November 14, 2025 (“**Existing ASE Matters**”) may continue to be processed, administered, prosecuted, resolved, and enforced in accordance with the terms of the Second Amendment.

3. GENERAL

3.1 No Further Amendments. Except as expressly amended by this Third Amendment, all terms, conditions, obligations, and provisions of the Intermunicipal Agreement, as amended by the First Amendment and the Second Amendment, shall remain unchanged and in full force and effect. For greater certainty, this Third Amendment amends and modifies certain provisions of the Second Amendment only to the extent expressly set out herein.

3.2 Confirmation. 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.

3.3 Counterparts. 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.

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: