

THIS AGREEMENT made in duplicate this _____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF the Town of Pelham,

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, as listed in Schedule “A”;

AND WHEREAS for the purpose of regulating traffic, the Parties to 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 promises and covenants herein contained the Parties to 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 traffic signage and/or modifications to pavement markings if such change requires modification or updating of an approved Traffic Signal Legal Approval Drawing;

“Parties” means the Municipality and the Niagara 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 Control Signal.

PART 2

GENERAL

2. The Niagara 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 Municipality 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 Control 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 Niagara Region maintains on behalf of the Municipality. The Municipality shall request in writing any Modifications to its equipment that it believes 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 written request of the Municipality and at no cost to the Municipality.

10. The Niagara Region agrees to maintain the web site containing signal timings for all municipal Traffic Control Signals. Information will be updated within five (5) 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 its 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, other than operations that are carried out by Niagara Region or its agents pursuant to this Agreement.
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 any time 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 PELHAM

By: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF NIAGARA

By: _____

Name: Bruce Zvaniga _____

Title: Commissioner of Public Works _____

Date: _____

I have authority to bind the Corporation.

