



**City of Hamilton
PUBLIC WORKS COMMITTEE
AGENDA**

Meeting #: 23-008
Date: May 29, 2023
Time: 1:30 p.m.
Location: Council Chambers
Hamilton City Hall
71 Main Street West

Carrie McIntosh, Legislative Coordinator (905) 546-2424 ext. 2729

	Pages
1. CEREMONIAL ACTIVITIES	
2. APPROVAL OF AGENDA (Added Items, if applicable, will be noted with *)	
3. DECLARATIONS OF INTEREST	
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5. COMMUNICATIONS	
6. DELEGATION REQUESTS	
7. DELEGATIONS	
8. STAFF PRESENTATIONS	
9. CONSENT ITEMS	

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13.	NOTICES OF MOTION	
14.	GENERAL INFORMATION / OTHER BUSINESS	
14.1	Amendments to the Outstanding Business List	
	a. Items Considered Complete and Needing to be Removed:	
	a. Main Street East and King Street East (Delta) In-Service Road Safety Review	
	Addressed as Item 9.1 (PW23033) (today's agenda)	
	Item on OBL: ACR	

- b. Main Street West at Dundurn Street South and King Street West at Dundurn Street South Intersection Road Safety Plan

Addressed as Item 9.1 (PW23033) (today's agenda)
Item on OBL: ACS

- c. Improving Truck Route Detouring during Construction Closures

Addressed as Item 9.2 (PW23035) (today's agenda)
Item on OBL: ABY

- b. Items Requiring a New Due Date:

- a. Free-Floating Carshare Pilot Program

Item on OBL: ABW

Current Due Date: June 12, 2023

Proposed New Due Date: August 16, 2023

- b. Impact of On-Site and Excess Soils Management Regulation (O. Reg 406/19) and other pressures on Capital Program Costs

Item on OBL: ACZ

Current Due Date: June 12, 2023

Proposed New Due Date: July 12, 2023

- c. Items to be Referred to the General Issues Committee:

- a. Redevelopment / Reuse of the former King George School Site, at 77 Gage Avenue North

Item on OBL: V

- d. Items to be Removed:

- a. Correspondence from the Town of Fort Erie requesting support for their resolution in support of the Township of The Archipelago respecting Road Management Action on Invasive Phragmites

Item on OBL: ABU

16. ADJOURNMENT

4.1



**PUBLIC WORKS COMMITTEE
MINUTES 23-007**

1:30 p.m.

Monday, May 15, 2023

Council Chambers

Hamilton City Hall

71 Main Street West

Present: Councillors E. Pauls (Acting Chair), J. Beattie, C. Cassar, M. Francis, T. Jackson, C. Kroetsch, M. Spadafora, M. Tadeson and M. Wilson

Absent with Regrets: Councillor N. Nann (Chair) – City Business
Councillor A. Wilson – City Business
Councillor J.P. Danko – Personal
Councillor T. McMeekin – Personal

THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:

1. Support for Large Scale Volunteer Clean-up events Update (PW23032) (City Wide) (Item 9.1)

(Kroetsch/Tadeson)

That Report PW23032, respecting Support for Large Scale Volunteer Clean-up events Update, be received.

Result: MOTION, CARRIED by a vote of 8 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Not Present – Ward 14 Councillor Mike Spadafora

Not Present – Ward 15 Councillor Ted McMeekin

2. 2022 Wastewater Quality Management System Annual Summary Report (PW23030) (City Wide) (Item 9.2)

(Kroetsch/Francis)

That Report PW23030, respecting 2022 Wastewater Quality Management System Annual Summary Report, be received.

Result: MOTION, CARRIED by a vote of 8 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Not Present – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

3. 2022 Annual Wastewater Treatment Bypass Report (PW23031) (City Wide) (Item 9.3)

(Tadeson/Jackson)

That Report PW23031, respecting 2022 Annual Wastewater Treatment Bypass Report, be received.

Result: MOTION, CARRIED by a vote of 8 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Not Present – Ward 14 Councillor Mike Spadafora

Not Present – Ward 15 Councillor Ted McMeekin

4. Standardization of Equipment, Supplies and Support Services (PW13027(b)) (City Wide) (Item 11.1)

(M. Wilson/Tadeson)

- (a) Pursuant to Procurement Policy #14 – Standardization, that Council approve the continued standardization of field equipment, supplies and office related systems identified in Appendix “A” to Report PW13027(b) until May 31, 2027 and that the General Manager, Public Works Department, or designate, be authorized to negotiate, enter into and execute any required Contract and any ancillary documents required to give effect thereto with the suppliers identified in Appendix “A” with content acceptable to the General Manager of Public Works, and in a form satisfactory to the City Solicitor and Procurement; and
- (b) That the General Manager, Public Works, or designate, be authorized to amend any Contracts executed and any ancillary documents as required in the event that suppliers identified in Appendix “A” to Report PW13027(b) undergoes a name change in a form satisfactory to the City Solicitor.

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Yes – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

5. Increased Service Levels for Litter Collection (City Wide) (Item 12.1)

(Kroetsch/M. Wilson)

WHEREAS, the City has many different work areas that provide litter collection across the city, including litter pick up from roadside, sidewalks, and parks, on both a proactive and reactive basis;

WHEREAS, some areas of the City seem to have more requirement for litter pick up due to population density, activities such as events, wind tunnel conditions that

result in areas of concentration of litter, and other reasons;

WHEREAS, currently the litter pick up service delivery standard does not necessarily consider those specific conditions when establishing the standard; and

WHEREAS, the City would benefit from a review of prone areas and service delivery standards in order to establish litter pick up standards that align level of resources to the conditions across the City.

THEREFORE, BE IT RESOLVED:

- (a) That staff be directed to conduct a service level review across all divisions in the Public Works Department that are responsible for proactive and reactive litter collection in the public realm;
- (b) That the service level review respecting litter collection include but not be limited to parks, cemeteries, right of ways inclusive of roadways, sidewalks, alleys, streams and municipal properties; and
- (c) That staff report back prior to the 2024 Budget deliberations to the Public Works Committee on any operational and budgetary changes that may be required to address the service levels respecting litter collection.

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Yes – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

6. Accessible Portable Toilets at Inch Park, 400 Queensdale Avenue East, Hamilton (Ward 7) (Item 12.2)

(Pauls/Jackson)

WHEREAS, Inch Park, 400 Queensdale Avenue East, Hamilton, is home to Hamilton Challenger Baseball, an organization that provides sports for players with special needs;

WHEREAS, Hamilton Challenger Baseball consists of more than 190 players and 60 dedicated volunteers and offers the opportunity for those with developmental and physical disabilities to be empowered and assert their independence through sport;

WHEREAS, Challenger Baseball has funded improvements to Inch Park over the years; and

WHEREAS, additional funding for the rental and cleaning of accessible portable toilet(s) for the 2023 season is required.

THEREFORE, BE IT RESOLVED:

- (a) That a maximum of \$1,250 of funding to be allocated from the Ward 7 Special Capital Re-Investment Discretionary Fund (#3302109700), for the provision of accessible portable toilet(s) at Inch Park, 400 Queensdale Avenue East, Hamilton, to support Hamilton Challenger Baseball 2023 season, be approved; and
- (b) That the Mayor and City Clerk be authorized and directed to approve and execute all required agreements and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor related to the provision of accessible portable toilet(s) at Inch Park, 400 Queensdale Avenue East, Hamilton.

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson

Yes – Ward 12 Councillor Craig Cassar
Not Present – Ward 13 Councillor Alex Wilson
Yes – Ward 14 Councillor Mike Spadafora
Not Present – Ward 15 Councillor Ted McMeekin

FOR INFORMATION:**(a) CEREMONIAL ACTIVITIES (Item 1)****(i) City of Recognized as a 2022 Leader in Sustainability by Call2Recycle Canada Inc. (Item 1.1)**

Acting Chair Pauls advised that The City of Hamilton has been named as a 2022 Leader in Sustainability by Call2Recycle Canada Inc. The Leader in Sustainability Award is granted each year to organizations that display exceptional commitment to battery recycling. The City of Hamilton collected 64,385 kilograms of household batteries through the Call2Recycle® program during 2022, making it one of the program's top-performing partners. The battery recycling program is part of the City's comprehensive waste management system to maximize waste diversion, which in turn protects the environment and our community.

(ii) Provincial Day of Action on Litter (Item 1.2)

Acting Chair Pauls advised that Tuesday May 9th was the Provincial Day of Action on Litter and that the City recognizes, encourages, and commends the many individuals that work together to do their part in picking up litter along our shorelines, in our parks, and on our streets.

The City is thankful for initiatives such as our Community Clean-up Programs, which includes the Team Up to Clean Up program. This program supports groups and individuals that want to help make our City cleaner and greener. There have already been 100 events in 2023 and registrations are consistently coming in.

The City also thanks our Waste Management, Environmental Services and Transportation Divisions, who oversee the collection and disposal of litter in parks, along roadways, the disposal of litter and illegally dumped materials, as well as Hamilton Water for managing the bi-annual shoreline cleanups.

Together, we all play a part in reducing the effects of litter in our City when we 'act on litter' to keep Hamilton clean and green.

(b) APPROVAL OF AGENDA (Item 2)

The Committee Clerk advised of the following changes to the agenda:

1. CEREMONIAL ACTIVITIES

1.2 Provincial Day of Action on Litter

12. MOTIONS

12.3 Expansion of Pollinator Beds and Addition of Murals at York Boulevard Parkette 2, Hamilton (Ward 1) - WITHDRAWN

(Francis/Cassar)

That the Agenda for the May 15, 2023 Public Works Committee meeting be approved, as amended.

Result: MOTION, CARRIED by a vote of 8 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Not Present – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

(c) DECLARATIONS OF INTEREST (Item 3)

There were no declarations of interest.

(d) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)**(i) May 1, 2023 (Item 4.1)****(Jackson/Beattie)**

That the Minutes of the May 1, 2023 meeting of the Public Works Committee be approved, as presented.

Result: MOTION, CARRIED by a vote of 8 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Not Present – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

(e) CONSENT ITEMS (Item 9)

(i) Hamilton Cycling Committee Minutes (Item 9.4)

(Kroetsch/Beattie)

That the following Hamilton Cycling Committee Minutes, be received:

- (a) Minutes – March 1, 2023 (Item 9.4(a))
- (b) No Quorum Report – April 5, 2023 (Item 9.4(b))

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Yes – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

(f) MOTIONS (Item 12)

Acting Chair Pauls relinquished the Chair to Councillor Jackson in order to introduce the following Motion:

(i) Accessible Portable Toilets at Inch Park, 400 Queensdale Avenue East, Hamilton (Ward 7) (Item 12.2)

For disposition of this matter, refer to Item 6.

Acting Chair Pauls assumed the Chair.

(g) GENERAL INFORMATION / OTHER BUSINESS (Item 14)

(i) Amendments to the Outstanding Business List (Item 14.1)

(Cassar/Beattie)

That the following amendments to the Public Works Committee's Outstanding Business List, be approved:

- (1) Items Considered Complete and Needing to be Removed (Item 14.1(a))
 - (i) Waste Pickup for Large Community Cleanups (Item 14.1(a)(a))
Addressed as Item 9.1 (PW23032) (today's agenda)
Item on OBL: ADQ

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
 Yes – Ward 2 Councillor Cameron Kroetsch
 Not Present – Ward 3 Councillor Nrinder Nann
 Yes – Ward 5 Councillor Matt Francis
 Yes – Ward 6 Councillor Tom Jackson
 Yes – Ward 7 Councillor Esther Pauls
 Not Present – Ward 8 Councillor J. P. Danko
 Yes – Ward 10 Councillor Jeff Beattie
 Yes – Ward 11 Councillor M. Tadeson
 Yes – Ward 12 Councillor Craig Cassar
 Not Present – Ward 13 Councillor Alex Wilson
 Yes – Ward 14 Councillor Mike Spadafora
 Not Present – Ward 15 Councillor Ted McMeekin

(h) ADJOURNMENT (Item 16)

(Tadeson/Francis)

That there being no further business, the meeting adjourned at 2:14 p.m.

Result: MOTION, CARRIED by a vote of 9 to 0, as follows:

Yes – Ward 1 Councillor Maureen Wilson
Yes – Ward 2 Councillor Cameron Kroetsch
Not Present – Ward 3 Councillor Nrinder Nann
Yes – Ward 5 Councillor Matt Francis
Yes – Ward 6 Councillor Tom Jackson
Yes – Ward 7 Councillor Esther Pauls
Not Present – Ward 8 Councillor J. P. Danko
Yes – Ward 10 Councillor Jeff Beattie
Yes – Ward 11 Councillor M. Tadeson
Yes – Ward 12 Councillor Craig Cassar
Not Present – Ward 13 Councillor Alex Wilson
Yes – Ward 14 Councillor Mike Spadafora
Not Present – Ward 15 Councillor Ted McMeekin


Respectfully submitted,

Councillor Pauls, Acting Chair,
Public Works Committee

Carrie McIntosh
Legislative Coordinator
Office of the City Clerk



INFORMATION REPORT

TO:	Chair and Members Public Works Committee
COMMITTEE DATE:	May 29, 2023
SUBJECT/REPORT NO:	In-Service Road Safety Review of the Intersections of Main Street West and King Street West at Dundurn Street South and Main Street East at King Street East (Delta) (PW23033) (Wards 1 and 3) (Outstanding Business List Item)
WARD(S) AFFECTED:	Wards 1 and 3
PREPARED BY:	Chris Day (905) 546-2424 Ext. 2433 Khaled Hawash (905) 546-2424 Ext. 2064
SUBMITTED BY:	Mike Field Acting Director, Transportation Division Public Works Department
SIGNATURE:	

COUNCIL DIRECTION

Public Works Committee at its meeting on April 4, 2022 provided the following direction via two motions:

Main Street West at Dundurn Street South and King Street West at Dundurn Street South Intersection Roadway Safety Plan

- (a) That upon the conclusion of the Main Street West at Dundurn Street South and King Street West at Dundurn Street South intersection road safety review that the Transportation Operations & Maintenance Division report back to Public Works Committee with the review's findings inclusive of costs and a proposed implementation plan; and
- (b) That the Main Street West at Dundurn Street South and King Street West at Dundurn Street South intersection road safety review findings be shared with the City's LRT office for consideration and to identify if any of the proposed safety

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OUR Culture: Collective Ownership, Steadfast Integrity, Courageous Change, Sensational Service, Engaged Empowered Employees.

SUBJECT: In-Service Road Safety Review of the Intersections of Main Street West and King Street West at Dundurn Street South and Main Street East at King Street East (Delta) (PW23033) (Wards 1 and 3) – Page 2 of 4

enhancements could be incorporated into the design of the LRT corridor, if applicable.

Main Street East and King Street East (Delta) In-Service Road Safety Review

- (a) That upon the conclusion of the Main Street East and King Street East in-service road safety review that the Transportation Operations & Maintenance Division report back to the Public Works Committee with the review's findings inclusive of costs and a proposed implementation plan; and
- (b) That the Main Street East and King Street East in-service road safety review findings be shared with the City's LRT office for consideration and to identify if any of the proposed safety enhancements could be incorporated into the redesign of the intersection.

INFORMATION

On March 19, 2022 four people lost their lives, including three pedestrians in a motor vehicle collision on King Street East near the Delta intersection. On March 30, 2022 a teenage pedestrian was struck and critically injured in a collision at the intersection of Main Street West and Dundurn Street South. The intersections of Main Street West and King Street West at Dundurn Street South are identified as intersections with a high frequency of collisions in the 2020 and 2021 Annual Collision Reports.

The City of Hamilton approved the Vision Zero Action Plan in February 2019, which is a comprehensive road safety plan to eliminate collisions that involve serious injuries or fatalities. As part of this program, roadway safety improvements should be considered particularly in areas where there is a high volume of vulnerable road users.

Roster consulting services from True North Safety Group was acquired to undertake In-Service Road Safety Reviews at the intersections of Main Street West and King Street West at Dundurn Street South, and Main Street East at King Street East ("the intersections") to identify roadway safety measures to improve the overall safety for all modes of travel per direction received by Council.

Further to the motions above, on May 11, 2022, Council approved provided direction for the conversion of Main Street from one-way to two-way operation, as well as the implementation of immediate safety measures on both Main Street and King Street. As the in-service road safety reviews were already underway, some of the noted existing conditions have changed and some of the recommendations have been completed. The Transportation Division will be reporting back to Public Works Committee on Main Street two-way conversion in Q2/Q3 of 2023.

SUBJECT: In-Service Road Safety Review of the Intersections of Main Street West and King Street West at Dundurn Street South and Main Street East at King Street East (Delta) (PW23033) (Wards 1 and 3) – Page 3 of 4

True North Safety Group reviewed traffic operations and collision statistics for all three intersections as well conducting comprehensive field investigations to assist in determining potential roadway safety measures that could be implemented to enhance safety. A detailed summary of existing conditions is included in Appendix “B” to Report PW23033.

The intersection of Main Street West at Dundurn Street South and the intersection of King Street West at Dundurn Street South are ranked in the top 10 intersections with the highest frequency of pedestrian fatal and injury collisions in the City, as noted most recently in the Annual Collision Report (Report PW22061) which took into consideration collisions between 2017 and 2021.

The True North Safety Group Summary of Findings and Recommendations within the in-service road safety reviews is attached to Report PW23033 as Appendix “A”. The identified measures are categorized into three categories: Short-term actions, medium-term and long-term recommendations. The status, action, implementation timing and financing details of all recommendations are outlined in Appendix “C” of Report PW23033.

Short-term actions include relatively inexpensive measures that can be implemented in the short-term without major physical changes to the layout of the intersection, targeted to be completed between 0-3 years. Medium-term recommendations include countermeasures that involve minor physical changes to the layout of intersections, targeted to be completed between 3 to 5 years. Long-term recommendations are more costly and significant in scope which require long-term planning, targeted for completed in 5+ years.

The short-term actions for the intersections have either already been completed or are scheduled to be completed. Short-term actions have/will be funded through existing capital and operating budgets.

With respect to the medium and long-term recommendations, the planned conversion of Main Street to two-way and the King Street Light Rail Transit project influences actions. The in-service road safety review findings outlined in this staff report have been shared with the City’s Light Rail Transit office and Main Street two-way conversion project staff for consideration and inclusion where applicable.

Combined, the safety enhancements identified in Report PW23033 will serve to better protect all road users and are in alignment with the City of Hamilton’s Vision Zero principles. The results of which are monitored through the annual review of the collision history for intersections and road segments, as summarized in Annual Collision Reports. While there are immediate benefits to implementing safety enhancements it

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SUBJECT: In-Service Road Safety Review of the Intersections of Main Street West and King Street West at Dundurn Street South and Main Street East at King Street East (Delta) (PW23033) (Wards 1 and 3) – Page 4 of 4

will take a number of years after the implementation to statistically gauge the effect as meaningful analysis takes into account a minimum of three to five years of collision history to determine reliable intersection and road segment collision frequency.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” to Report PW23033 – In-Service Roadway Safety Review Summary of Findings & Recommendations

Appendix “B” to Report PW23033 – Intersection of Main Street West and King Street West at Dundurn Street South / Main Street East at King Street East (Delta): Existing Conditions

Appendix “C” to Report PW23033 – Intersection of Main Street West and King Street West at Dundurn Street South / Main Street East at King Street East (Delta): Implementation Summary

6.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

The identified remedial measures are grouped into the following three categories:

- ▶ Short-term actions include relatively inexpensive measures that could be implemented in the short-term without physical changes to the layout of the intersection;
- ▶ Medium-term recommendations include countermeasures that involve minor physical changes to the layout of the intersection; and
- ▶ Long-term recommendations are more costly and significant in scope, which require long-term planning, design, and property acquisition.

Short-term Actions

- ▶ Implement an LPI at the intersection
- ▶ Resurface the eastbound lanes
- ▶ Paint left turn guide lines on the southbound approach
- ▶ Trim the vegetation obstructing the view of the RLC sign

Medium-term Recommendations

- ▶ Improve lighting at the southwest corner
- ▶ Reduce weaving near intersection by implementing the following changes:
 - Reduce the number of lanes on the eastbound approach of the intersection
 - Implement designated turn lanes
 - Modify the lane configuration and weaving area to reduce the amount of weaving activity upstream of the intersection
- ▶ Reduce the speed of eastbound left turning movement using the following options:
 - Move the stop bar and extend the median island closer to the intersection
 - Eliminate shared left turn/through curb lane and convert the adjacent through lane to an exclusive left turn lane
 - Convert Main Street West to a two-way street
- ▶ Improved visibility of pedestrians approaching the intersection and minimize the risk of collision under dark lighting conditions
- ▶ Introduce smart channels on right turn lanes to minimize pedestrian safety risk
- ▶ Upgrade crossings to AODA standards

Long-term Recommendations

- ▶ Promote active transportation on the road through extension or construction of bicycle lanes (protected bike lanes may be appropriate on major arterial streets)

Planned Safety Enhancements

The City has already planned multiple safety enhancements along Main Street. **Table 3** provides a summary of the planned safety enhancements and a description as to whether they were recommended as part of this safety review.

Table 3: Evaluation of the City planned safety enhancements.

Safety Enhancements	Recommended as part of this review	Potential safety benefits but would require further analysis	Limited safety benefits expected	Not applicable
NRTOR on the Eastbound approach				X (Presence of a right-turn channel)
NRTOR on the northbound approach			X	
Install bump outs	Northwest corner			
Implement designated turning lanes	Eastbound left			
Reduce the number of lanes on Main Street	Removal of the eastbound shared left-turn/through lane			
Implement LPIs	X			
Install Pedestrian Countdown Signals				X
Implement parking restrictions		X		

6.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

The identified remedial measures are categorized into the following three categories:

- ▶ Short-term actions include relatively inexpensive measures that could be implemented in the short-term without physical changes to the layout of the intersection;
- ▶ Medium-term recommendations include countermeasures that involve minor physical changes to the layout of the intersection; and
- ▶ Long-term recommendations are more costly and significant in scope, which require long-term planning, design, and property acquisition.

Short-term Actions

- ▶ Implement a leading pedestrian interval (LPI) at the intersection
- ▶ Remove the lagging westbound left turn phase
- ▶ Paint the stop bar installed on the northbound approach perpendicular to the roadway and extend the median island closer to the intersection. As a temporary measure, a mountable median could be installed on the south leg.
- ▶ Provide protected-only northbound left-turn phases
- ▶ Paint left turn guide lines on the northbound approach
- ▶ Spread the guide and information signs
- ▶ Trim the vegetation obstructing guide signs and truck route signs
- ▶ Resurface the southbound curb lane
- ▶ Change the lane configuration on the westbound approach by implementing one the following option:
 - Option 1: Convert the westbound curb lane to an exclusive left turn lane to minimize the confusion for pedestrians as to whether motorists on the curb lane and turning or travelling straight at the intersection.

Medium-term Recommendations

- ▶ Change the lane configuration on the westbound approach by implementing the following option:
 - Option 2: Install a curb extension on the southeast corner reducing the number of lanes on King Street West. This would require the removal of a travel lane on King Street West.
- ▶ Improving lighting conditions on the southwest corner of the intersection
- ▶ Upgrade crossings to AODA standards

Long-term Recommendations

- ▶ Assess the installation of bicycle facilities

Planned Safety Enhancements

The City has already planned multiple safety enhancements along King Street. **Table 3** provides a summary of the planned safety enhancements and a description as to whether they were recommended as part of this safety review.

Table 3: Evaluation of the City planned safety enhancements

Safety Enhancements	Recommended as part of this review	Potential safety benefits but would require further analysis	Limited safety benefits expected	Not applicable
NRTOR on the Eastbound approach				X
NRTOR on the northbound approach				X
Install bump outs	X			
Implement designated turning lanes	X			
Reduce the number of lanes on Main Street				X
Implement LPIs	X			
Install Pedestrian Countdown Signals				X
Implement parking restrictions		X		

6.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

The identified remedial measures are categorized into the following three categories:

- ▶ Short-term actions include relatively inexpensive measures that could be implemented in the short-term without physical changes to the layout of the intersection;
- ▶ Medium-term recommendations include countermeasures that involve minor physical changes to the layout of the intersection; and
- ▶ Long-term recommendations are more costly and significant in scope, which require long-term planning, design, and property acquisition.

Short-term Actions

- ▶ Improve the lane delineation and designation of receiving lanes on the north leg.
- ▶ Address the tripping hazard on the north sidewalk east of King Street East.
- ▶ Resurface the westbound curb lane east of King Street East.

Medium-term Recommendations

- ▶ Eliminate the eastbound left turn lane and realign the crosswalk on the west leg perpendicular to the roadway. Eastbound left turning motorists will need to be diverted. However, there is a signalized intersection at Gage Avenue, which is located less than 500 m in advance of King Street East that could provide a suitable alternative route for most eastbound left turning motorists.
- ▶ Relocate the pole present on the south side of the east crosswalk outside of the clear zone. As a temporary measure, OBJECT MARKER signs should be installed to warn motorists about the proximity of the fixed hazards to the roadway.
- ▶ Upgrade pedestrian crossing facilities to AODA standards.

Long-term Recommendations

- ▶ Remove the eastbound "bypass lane and convert the existing bus-bay to an exclusive right turn lane. The change to the right turn lane will require the removal of the median concrete island present on the southwest corner of the intersection and allow the City to improve the active transportation facilities along the south side of Main Street East.

Intersection of Main Street West and King Street West at Dundurn Street South / Main Street East at King Street East (Delta): Existing Conditions Summary

Intersection of Main Street West at Dundurn Street South:

Main Street West is a one-way, eastbound major arterial road with a posted speed of 50 kilometers/h (km/h).

Dundurn Street South is a two-way, minor arterial road running north-south, with a posted speed of 40 km/h.

The intersection of Main Street West and Dundurn Street South is a four-leg signalized intersection. The lane configuration at the intersection consists of the following:

- Eastbound approach: three through lanes, one shared through/left-turn lane and one shared through/right turn lane
- Southbound approach: two exclusive left turn lanes and one through lane marked with bicycling "sharrows". South of the intersection, there is one lane and a painted bicycle lane
- Northbound approach: two through lanes and one exclusive right turn lane. A painted bicycle lane ends approximately 30 metres (m) south of the intersection

The historical collision data (January 1, 2016, to December 31, 2021) identified the following main patterns in the collision history:

- Eight collisions involving pedestrians were recorded:
 - Seven collisions occurred on the eastbound approach with a vehicle making a left turn - Six of the collisions occurred under dark/dusk lighting conditions
 - Six of the collisions occurred with motorists who failed to yield the right-of-way
- One cyclist collision was recorded during the study period. It occurred in the southbound direction with a vehicle travelling straight at the intersection
- The predominant collision type was sideswipe with 117 collisions (53%). 95 (81%) of these collisions involved vehicles travelling eastbound
- The second most-predominant collision type was rear end with 72 collisions (32%). 54 (75%) of these collisions involved vehicles travelling eastbound
- 75% of all recorded collisions occurred in the eastbound direction

Intersection of King Street West at Dundurn Street South:

King Street West is a one-way, westbound five-lane major arterial road with a posted speed of 50 km/h.

Dundurn Street South is a two-way minor arterial road with a posted speed of 40 km/h. Dundurn Street is a two-lane roadway north of King Street West and a four-lane roadway south of King Street West.

The intersection of King Street West and Dundurn Street South is a four-leg signalized intersection. The lane configuration at the intersection consists of the following:

- Westbound approach: five through lanes, one shared through/left-turn lane and one shared through/right turn lane
- Southbound approach: one shared through/right-turn lane, and one through lane
- Northbound approach: two exclusive left turn lanes and one through lane

The historical collision data (January 1, 2016, to December 31, 2021) identified the following main patterns in the collision history:

- Eleven collisions involving pedestrians were recorded:
 - Six collisions involved motorists travelling westbound. Four collisions occurred with a motorist making a left-turn, and two occurred with vehicles travelling straight at the intersection
 - Two occurred on the northbound approach including one with a motorist making a left-turn, and one with a motorist travelling straight through the intersection
- One cyclist collision was recorded during the study period. It occurred in the southbound direction with a motorist travelling straight through the intersection
- The predominant collision type was sideswipe with 100 collisions (43%). 63 (63%) of these collisions involved vehicles travelling westbound. 26 (26%) collisions involved vehicles travelling northbound
- The second most-predominant collision type was rear-end with 64 collisions (28%). 43 (67%) of these collisions involved vehicles travelling westbound
- 56% of all recorded collisions occurred in the westbound direction

Intersection of Main Street East at King Street East (Delta):

West of the intersection, Main Street East is a one-way, eastbound four-lane major arterial road with a posted speed of 50 km/h. East of the intersection, Main Street East is a two-way, four lane major arterial road with a posted speed of 50 km/h.

North of the intersection, King Street East is a one-way, westbound three lane expanding to four lane major arterial road with a posted speed of 50 km/h. South of the intersection, King Street East is a two-way, four lane major arterial road with a posted speed of 50 km/h.

The intersection of Main Street East and King Street East is a four-leg signalized intersection. The lane configuration at the intersection consists of the following:

- Westbound approach: two right turn lanes
- Eastbound approach: one exclusive left turn lane, one bypass right turn lane and two through lane
- Northbound approach: two through lanes

The historical collision data (January 1, 2016, to December 31, 2021) identified the following main patterns in the collision history:

- Two collisions involving pedestrians were recorded:
 - Both collisions involved a vehicle making a northbound left turn
 - One fatal collision occurred in March 2022. A westbound vehicle lost control, mounted the sidewalk, struck a pole, and killed three pedestrians. The collision occurred under dark lighting and wet road surface conditions
- No cyclist collisions were recorded during the study period
- The predominant collision type was rear end with 27 collisions (59%). Nineteen (70%) of these collisions involved vehicles travelling eastbound


1.0 - Main Street West at Dundurn Street South				
1.1 - Short-term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
1.1.1	Implement a leading pedestrian interval at the intersection	Completed as part of Main/King Street immediate safety enhancements	Completed in 2022	Additional funding not required, existing capital budget utilized
1.1.2	Resurface the eastbound lanes	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.1.3	Paint left turn guide lines on the southbound approach; to be completed in Q2 2023	Programmed to be completed	Q2/Q3 2023	Additional funding not required, existing operation budget to be utilized
1.1.4	Trim the vegetation obstructing the view of the Red-Light Camera sign	Completed	Completed in 2022	Additional funding not required, existing operation budget utilized
1.2 - Medium Term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
1.2.1	Improve lighting at the southwest corner	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.2.2	Reduce weaving near intersection by implementing lane configuration modifications	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.2.3	Reduce the speed of eastbound left turning movement	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.2.4	Improved visibility of pedestrians approaching the intersection and minimize the risk of collision under dark lighting conditions	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.2.5	Introduce smart channels on right turn lanes to minimize pedestrian safety risk	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.2.6	Upgrade crossings to Accessibility for Ontarians with Disabilities Act standards	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
1.3 - Long-Term Recommendations				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
1.3.1	Promote active transportation on the road through extension or construction of bicycle lane (protected bike lanes may be appropriate on major arterial streets)	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget

2.0 - King Street West at Dundurn Street South				
2.1 - Short-term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
2.1.1	Implement a leading pedestrian interval at the intersection	Completed as part of Main/King Street immediate safety enhancements	Completed in 2022	Additional funding not required, existing capital budget utilized
2.1.2	Remove the lagging westbound left turn phase	Completed	Completed in 2022	Additional funding not required, existing operation budget utilized
2.1.3	Paint the stop bar installed on the northbound approach perpendicular to the roadway and extend the median island closer to the intersection	Completed	Completed in 2023	Additional funding not required, existing operation budget utilized
2.1.4	Provide protected-only northbound left-turn phases	Programmed to be completed	Q2 2023	Additional funding not required, existing operation budget to be utilized
2.1.5	Paint left turn guidelines on the northbound approach	Completed	Completed in 2023	Additional funding not required, existing operation budget utilized
2.1.6	Spread the guide and information signs	Programmed to be completed	Q2/Q3 2023	Additional funding not required, existing operation budget to be utilized
2.1.7	Trim the vegetation obstructing guide signs and truck route signs	Completed	Completed in 2022	Additional funding not required, existing operation budget utilized
2.1.8	Resurface the southbound curb lane	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
2.1.9	Change the lane configuration on the westbound approach	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
2.2 - Medium Term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
2.2.1	Change the lane configuration on the westbound approach	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
2.2.2	Improving lighting conditions on the southwest corner of the intersection	Programmed to be reviewed and upgraded. Also, to be considered as part of future Light Rail Transit works.	Q3 2023	Additional funding not required, existing operation budget to be utilized
2.2.3	Upgrade crossings to Accessibility for Ontarians with Disabilities Act standards	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
2.3 - Long-Term Recommendations				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
2.3.1	Assess the installation of bicycle facilities	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget

3.0 - Main Street East at King Street East (Delta)				
3.1 - Short-term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
3.1.1	Improve the lane delineation and designation of receiving lanes on the north leg	Completed	Completed in 2023	Additional funding not required, existing operation budget utilized
3.1.2	Address the tripping hazard on the north sidewalk east of King Street East	Programmed to be completed	Q2 2023	Additional funding not required, existing operation budget to be utilized
3.1.3	Resurface the westbound curb lane east of King Street East	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
3.2 - Medium Term Actions				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
3.2.1	Eliminate the eastbound left turn lane and realign the crosswalk on the west leg perpendicular to the roadway	Considered in Main Street two-way conversion project scope	2023/2024 (Tentative)	Pending Project budget
3.2.2	Relocate the pole present on the south side of the east crosswalk outside of the clear zone. As a temporary measure, object marker signs should be installed to warn motorists about the proximity of the fixed hazards to the roadway	Object marker installed in 2023, pole relocation considered as part of future Light Rail Transit works	Partially completed in 2023	Additional funding not required, existing operation budget to be utilized / Light Rail Transit budget
3.2.3	Upgrade pedestrian crossing facilities to Accessibility for Ontarians with Disabilities Act standards	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget
3.3 - Long-Term Recommendations				
Item:	Safety Enhancement:	Action / Status:	Timeline:	Funding:
3.3.1	Remove the eastbound bypass lane and convert the existing bus-bay to an exclusive right turn lane.	Considered as part of future Light Rail Transit works	TBD	Light Rail Transit Project budget



INFORMATION REPORT

TO:	Chair and Members Public Works Committee
COMMITTEE DATE:	May 29, 2023
SUBJECT/REPORT NO:	Improving Truck Route Detouring During Construction Closures (PW23035) (City Wide) (Outstanding Business List Item)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Mike Field (905) 546-2424 Ext. 4576
SUBMITTED BY:	Mike Field Acting Director, Transportation Division Public Works Department
SIGNATURE:	

COUNCIL DIRECTION

Public Works Committee at its meeting on June 14, 2021 provided the following direction:

- (a) That the appropriate City of Hamilton staff from Public Works be requested to investigate and report back to Public Works Committee on how the detour plan failed the residents of the north end neighbourhood during the weekdays of June 7 through the 11 and related to the CN Rail Repairs that closed Wellington Street North; and
- (b) That the appropriate City of Hamilton staff from Public Works be requested to report back on measures to enhance the detour process thus ensuring proactive public safety and that for future, no trucks ever have an option to illegally cut through a residential neighbourhood during a construction detour period; as is the rule at any other time.

INFORMATION

OUR Vision: To be the best place to raise a child and age successfully.

OUR Mission: To provide high quality cost conscious public services that contribute to a healthy, safe and prosperous community, in a sustainable manner.

OUR Culture: Collective Ownership, Steadfast Integrity, Courageous Change, Sensational Service, Engaged Empowered Employees.

**SUBJECT: Improving Truck Route Detouring During Construction (PW23035)
(City Wide) - Page 2 of 3**

On May 11, 2021 Canadian National Rail engaged the Transportation Division to aid in and implement a road closure on Wellington Street North required for them to perform rail track maintenance. Due to the timing and complexity of the closure the Transportation Division determined that the City could not facilitate the road closure and that Canadian National Rail should utilize a sub-contractor to manage this component of their project. Subsequently Canadian National Rail hired Direct Traffic to design a detour plan and implement the closure via signage and traffic control devices. The Canadian National Rail rail track repairs, including the closure, occurred June 7-11, 2021 on Wellington Street North between Picton Street East and Ferrie Street East.

In advance of the scheduled work, the Transportation Division reviewed and approved the Canadian National Rail detour plan which included consideration to prevent trucks from detouring onto neighbourhood streets as this was an issue previously in 2015 when Wellington Street North was closed for Canadian National Rail track maintenance.

On the first day of the road closure trucks ignored the detour signage/traffic control devices and infiltrated neighbourhood streets. Trucks, unable to navigate the narrow streets, blocked street access and caused damage to utility infrastructure such as overhead wires. The streets which were impacted the greatest were Wood Street East, MacAulay Street East, Picton Street East, Ferguson Avenue North and Mary Street. The City and Canadian National Rail did not expect trucks to disobey the posted detour route and traffic control to the scale that occurred.

The Transportation Division and Canadian National Rail prioritized a review of the detour plan and implemented additional measures the following day on June 8, 2021. This included additional signage, barriers to close road access to trucks and support from Hamilton Police Services on Wellington Street North to direct trucks to maintain the detour route. The additional measures were effective as truck traffic complied with the detour route and no longer infiltrating neighbourhood streets.

The task implementing detours can be challenging depending on the location and the volume/type of vehicles that is re-routed. Specific to the 2021 Wellington Street North closure, there were many challenges with implementing a detour in this area due to the residential neighbourhood bordering on industrial land combined with the limitation of one-way streets.

In reviewing the circumstances of the closure, it was identified that notification was critical, particularly on-street signage. In areas of the City where residential neighbourhood border on industrial land the use of additional traffic control, such as barricades, was shown to be an effective tool to reduce the ability of trucks to enter onto streets that they shouldn't. Finally, support from Hamilton Police Services coupled with other measures help to control trucks who disobeyed the detour route.

**SUBJECT: Improving Truck Route Detouring During Construction (PW23035)
(City Wide) - Page 3 of 3**

The updated Truck Route Network and Truck Route Master Plan Study Report was ratified by Council on April 13, 2022 and the revised routes were implemented in Q2 of 2023. The revised truck route network works to recognize and minimize the impacts of truck traffic on the interests of the greater community, particularly since trucks with more than four axles are prohibited from travelling within the downtown area as well as other parts of the lower city. These changes will assist in detour routing and control.

The Transportation Division has applied lessons learned from the 2021 Wellington Street North experience on other closures in the City, specifically enhanced signage and the use of physical barriers to close roadways to large vehicles were deemed applicable. A key take-away is that while it is difficult to predict how traffic will react to detour plans, it is critical that there is internal agility and a prompt response to adjust detour plans as soon as possible when issues are identified.

APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report PW23035 – Approved Traffic Control Plan

Traffic Control Plan
Full Closure of
Wellington Street North
City of Hamilton

Plan prepared for:
CANADIAN NATIONAL RAILWAY

Plan prepared by:
Direct Traffic Management

Location and General Notes



General Notes:

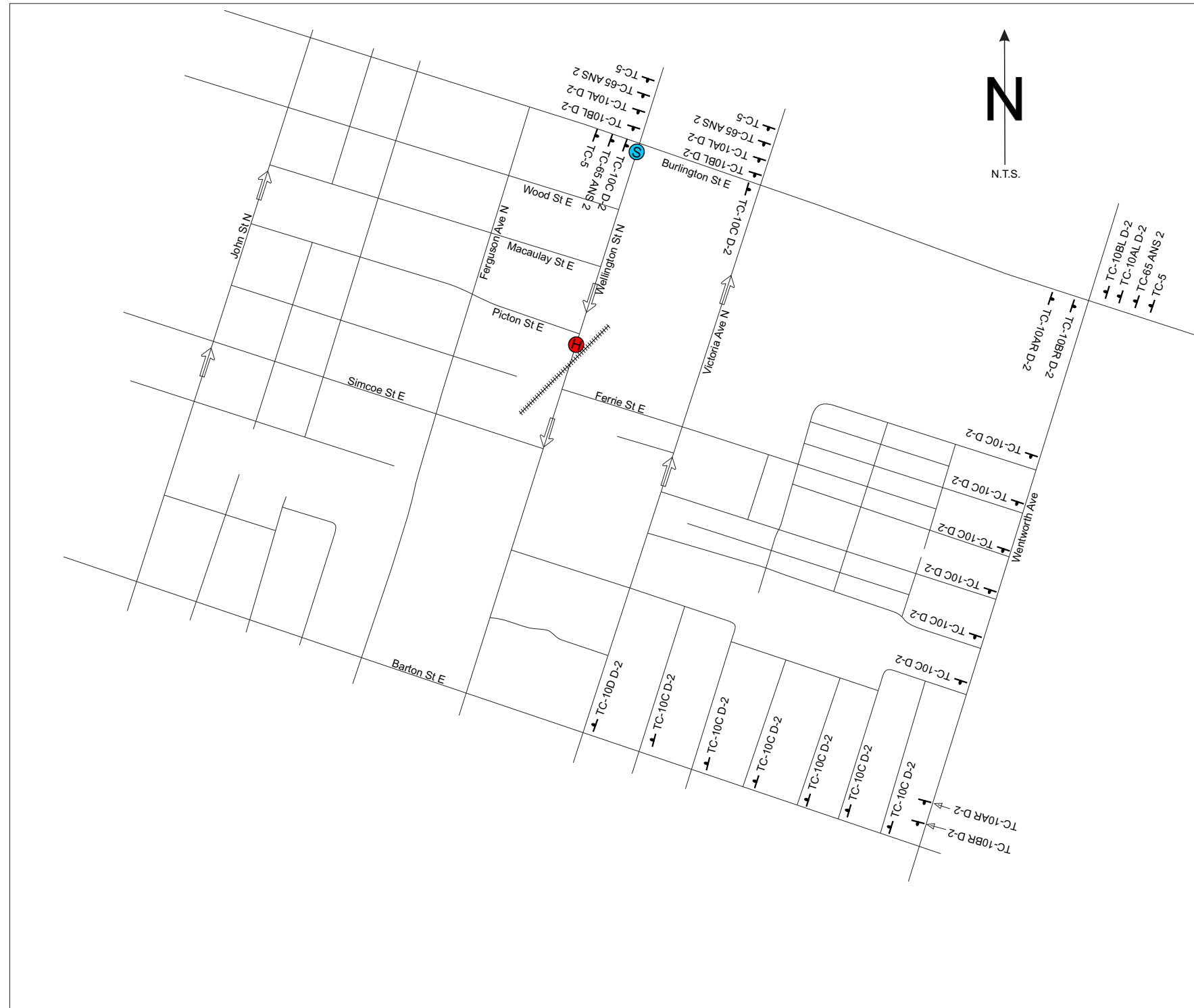
1. Traffic control plan for CN Track work in Brampton, ON. The full closure of Wellington St. N. at CN Tracks from June 7, 2021 at 7:00am until June 11, 2021 at 7:00pm. Closures to take place during allowable closure times.
2. Traffic control to be set up as per accompanying drawings. Distance between signs and channelizers as per Ontario Traffic Manual Book 7 (Book 7) Table A for Short Duration Closures. Sign retroreflectivity to meet or exceed minimum guidelines as set out in Book 7.

Legend

● Work Area

Owner	Hamilton	
Project Name	Wellington St. N.	Project Number
Prime Contractor	CNR	Traffic Control Contractor Direct Traffic Management Inc.
Phone	Sheet Number 1	Date June 01, 2021
Prepared By	Direct Traffic Management	

Closure Details



Legend

- Hard Closure
- Soft Closure
- ⚡ Temporary Traffic Sign

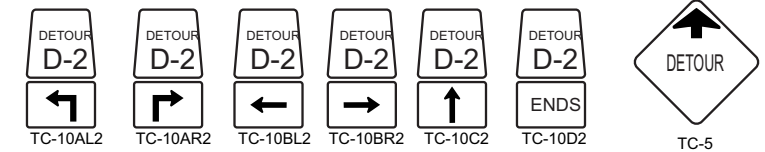
TC-65 (2)

Wellington St. N
CLOSED
at Tracks
June 7 at 7:00am to
June 11 at 7:00pm
Follow D-2

TRUCK SIGN

NO THROUGH
TRUCK TRAFFIC
ON BURLINGTON ST E
ALL TRUCKS
MUST USE
WENTWORTH AVE

- S/B WENTWORTH ST
- W/B BURLINGTON ST @ BIRCH AVE
- W/B BURLINGTON ST/INDUSTRIAL DR @ GAGE N
- W/B BURLINGTON ST/INDUSTRIAL DR @ OTTAWA ST N

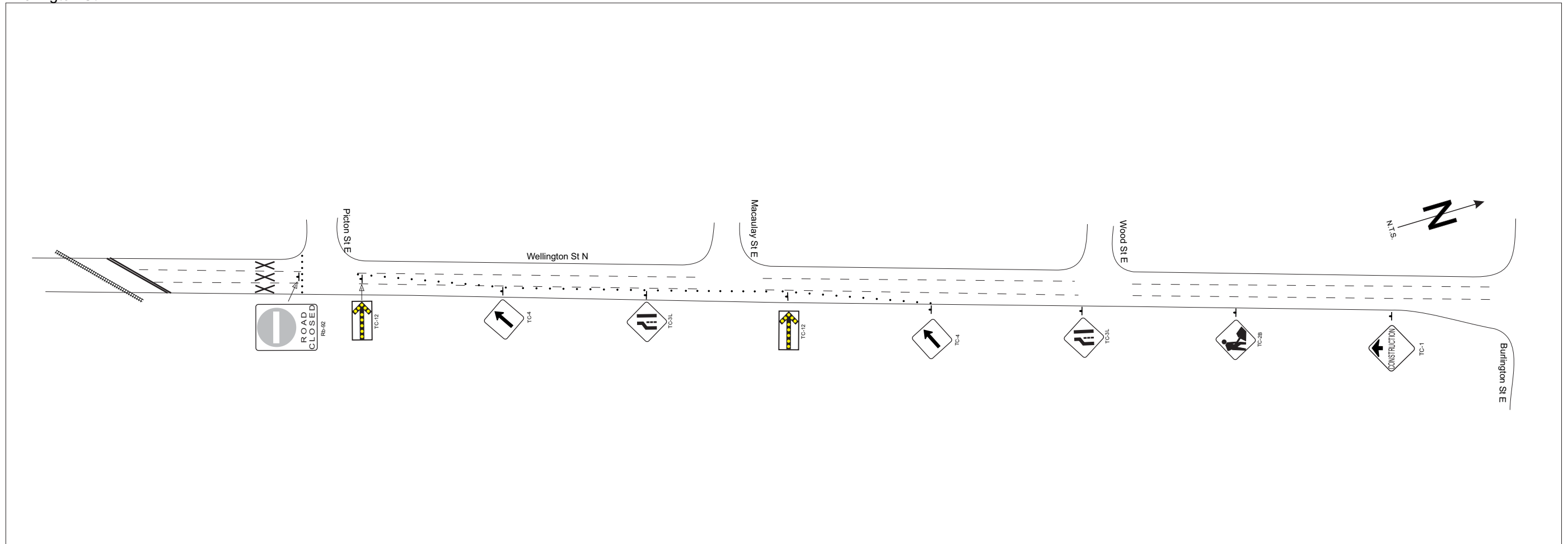


Closures Typical

Owner	Hamilton	
Project Name	Wellington St. N.	Project Number
Prime Contractor	CNR	Traffic Control Contractor Direct Traffic Management Inc.
Phone	Sheet Number 1	Date June 01, 2021
Prepared By	Direct Traffic Management	

Closure Details

Wellington St N



Legend	
	Hard Closure
	Soft Closure
	Temporary Traffic Sign

Owner	Hamilton	
Project Name	Wellington St. N.	Project Number
Prime Contractor	CNR	Traffic Control Contractor Direct Traffic Management Inc.
Phone	Sheet Number 1	Date June 01, 2021
Prepared By	Direct Traffic Management	

Closure Details and Table

Appendix "A" to Report PW23035
Page 5 of 5

Table B Work Zone Component Dimensions: Long Duration Work (Non-freeways)

	Dimension	Normal Posted Regulatory Speed Limit**				
		50 km/h or lower	60 km/h	70 km/h	80 km/h	90 km/h
1a	Taper length for full lane closure (m)	LV: 15 – 25 HV: 30 – 50	40 – 60	60 – 80	100 – 120	140 – 160
1b	Taper length for roadside work (m)	LV: 5 – 8 HV: 9 – 15	10 – 15	15 – 20	20 – 25	30 – 40
2	Longitudinal buffer area (LBA) (m)	(30)	(40)	50	60	75
3	Maximum distance between markers (m)	6 – 8	8 – 10	8 – 10	10 – 12	12 – 14
	Minimum number of markers for taper	at least 5 markers	at least 7 markers	at least 9 markers	at least 11 markers	at least 13 markers
4	Minimum tangent between tapers (m)	55	100	120	140	160
5	Distance between construction signs (m)	40 – 50	90 – 100	110 – 120	130 – 140	150

Table B distances are based on good visibility, and should be increased if visibility is poor.

The regulatory maximum speed posted on a highway applies under normal conditions, that is, when no construction zone or work activity is present. Guideline provisions required in OTM Book 7 are based on normal posted regulatory speed, and not on temporarily reduced construction zone regulatory or advisory speeds.

Roadside work includes shoulder work and roadway edge work.

LBAs are not a requirement at speeds of 60 km/h or lower, but should be used for closed lanes on multi-lane roads if space permits.

Markers are channelizing devices. Application guidelines are shown in Table F. Cones with reflective collars may be used for daytime or night-time operations on non-freeways.

5 also refers to the required distance for the placement of a TC Warning Sign ahead of the hazard where referenced in section 6.3.5 for the individual signs.

LV = Low Volume

HV = High Volume


LV is defined as the average daily traffic volume with less than 3000 vehicles per day (combined traffic for both directions). This figure can be obtained from the local road authority or estimated by counting the number of vehicles that pass the work site in 3 minutes and multiplying this figure by 300. The count may be taken in off-peak or peak traffic periods, corresponding to the period during which the work operations will be carried out.

Example: 20 cars in 3 minutes x 300 = 6000 vehicles per day (this would be an HV road).

Owner	Hamilton	
Project Name	Wellington St. N.	Project Number
Prime Contractor	CNR	Traffic Control Contractor Direct Traffic Management Inc.
Phone	Sheet Number 1	Date June 01, 2021
Prepared By	Direct Traffic Management	



CITY OF HAMILTON
PUBLIC WORKS DEPARTMENT
Transportation Division

TO:	Chair and Members Public Works Committee
COMMITTEE DATE:	May 29, 2023
SUBJECT/REPORT NO:	Construction Agreement with Town of Milton for the Rehabilitation of Milborough Line (PW23034) (Ward 15)
WARD(S) AFFECTED:	Ward 15
PREPARED BY:	Alan Jazvac (905) 546-2424 Ext. 6268
SUBMITTED BY:	Mike Field Acting Director, Transportation Public Works Department
SIGNATURE:	

RECOMMENDATION

That Council provide approval for the General Manager of Public Works, or designate, to execute the Construction Agreement between the City of Hamilton and the Corporation of the Town of Milton (hereinafter referred to as the “Town of Milton”), attached as Appendix “A” to Report PW23034, and all amendments and ancillary documents, respecting the cost shared Milborough Line capital road improvement project.

EXECUTIVE SUMMARY

The section of Milborough Line, between Regional Road 7/Derry Road and Concession 10 East, is a boundary road which is shared by the City of Hamilton and the Town of Milton. Maintenance of this section of Milborough Line is executed according to the “Joint Jurisdiction Highway Routine Maintenance and Repair Agreement” (hereinafter referred to as the “Boundary Road Agreement”) between the City of Hamilton and the Town of Milton, attached as Appendix “B” to Report PW23034.

The Town of Milton approached the City of Hamilton’s Public Works Department in February 2022 with a proposal for the Town of Milton to lead a capital road improvement project along Milborough Line, between Regional Road 7/Derry Road and Concession 10 East.

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SUBJECT: Construction Agreement with Town of Milton for the Rehabilitation of Milborough Line (PW23034) (Ward 15) – Page 2 of 5

Section 8.4 of the Boundary Road Agreement with the Town of Milton, states:

“Notwithstanding any other provision in this Agreement, Capital Improvement work of any kind and/or Road Reconstruction relating to any Highway outlined in Schedules “A” and “B” of this Agreement shall not be undertaken by either party without the prior approval of both municipalities. The parties agree that in the event a project is agreed to be a Capital Improvement, or constitutes Road Construction, the parties shall agree in writing upon the basis of cost-sharing for that project prior to the implementation of said project.”.

As per section 8.4 above, the Town of Milton has provided the City of Hamilton with a Construction Agreement, and requests that the City of Hamilton enters into this agreement to proceed with the aforementioned capital road improvement project. For this project, the role of the City of Hamilton’s Engineering Services Division will be to coordinate scope, budget and schedule for the project.

Alternatives for Consideration – See Page 4

FINANCIAL – STAFFING – LEGAL IMPLICATIONS

Financial: There are no immediate financial implications associated with the recommendation in this report. Signing of the Construction Agreement will allow the project to proceed.

There will be approximately \$800,000 in future costs to the City of Hamilton. These costs will be for Hamilton’s 50% cost-share for design and construction of the project. \$100,000 of the \$800,000 will be for design in 2023 and was already approved through the 2023 capital budget process. The remaining \$700,000 was also approved through the 2023 capital budget process for construction in year 2024, however the Town of Milton recently advised that the construction year has been deferred to 2025. The \$700,000 will be proposed again through the 2024 capital budget process, but in year 2025 instead of 2024. All funds remain unspent currently. The estimated cost of \$700,000 for construction will be reviewed again through the detailed design stage, however it is anticipated that the estimated cost will remain approximately the same. All costs above include a contingency, for inflation and unanticipated cost overruns.

Staffing: There are no staffing implications associated with the recommendation in this report. There will be future minor staffing implications associated with project design review, construction inspection and invoice processing.

SUBJECT: Construction Agreement with Town of Milton for the Rehabilitation of Milborough Line (PW23034) (Ward 15) – Page 3 of 5

Legal: The Construction Agreement was reviewed by Legal Services and all amendments made to the Construction Agreement by Legal Services were presented to and accepted by the Town of Milton.

HISTORICAL BACKGROUND

The Municipal Act, 2001, S.O. 2001, c.25, s.29 establishes that local municipalities have joint jurisdiction over the highways that form the boundary line between them (commonly referred to as “boundary roads”) and that adjoining municipalities may enter into agreements regarding the maintenance and repair of these shared highways (commonly referred to as “Boundary Road Agreements”).

The City of Hamilton currently has Boundary Road Agreements in place with six out of eight of our neighbouring municipalities and is currently negotiating the remaining two agreements. The current Boundary Road Agreement with the Town of Milton has been in place since 2019.

In February 2022, the Town of Milton approached the City of Hamilton’s Public Works Department with a proposal for the Town of Milton to lead a capital road improvement project along Milborough Line, between Regional Road 7/Derry Rd and Concession 10 East.

This project was proposed and approved through the 2023 capital budget process for design (only) in 2023, with a budget of \$100,000 (i.e. Hamilton’s 50% cost-share amount plus contingency). An additional \$700,000 was also proposed for construction in 2024 (i.e., Hamilton’s 50% cost-share amount plus contingency), however the Town of Milton recently advised that the construction of the project has been deferred to 2025. The \$700,000 for construction will now be proposed in year 2025 for Council-approval through the 2024 capital budget process.

Typically, Council-approval to proceed with a shared boundary road capital road improvement project is sought solely through the capital budget process. Once the capital budget is approved, agreement and approval to proceed with the project is provided to the neighbouring municipality in the form of a written email.

However, in this case, the Town of Milton has provided the City of Hamilton with an additional Construction Agreement document, and requests that the City of Hamilton enters into this agreement to proceed with the capital road improvement project.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Negotiations were carried out in accordance with By-law 07-199 and the “Joint

SUBJECT: Construction Agreement with Town of Milton for the Rehabilitation of Milborough Line (PW23034) (Ward 15) – Page 4 of 5

Jurisdiction Highway Routine Maintenance and Repair Agreement” between the City of Hamilton and The Corporation of the Town of Milton.

RELEVANT CONSULTATION

Corporate Services Department – Legal and Risk Management Services Division – Legal Services Section

ANALYSIS AND RATIONALE FOR RECOMMENDATION

Milborough Line pavement, between Regional Road 7/Derry Road and Concession 10 East, is exhibiting signs of surface cracking, particularly edge cracking, which will further deteriorate at a rapid pace. Failed pavement edges force motorists to veer towards the centre of the roadway increasing the risk of head-on collisions. Asphalt patching along areas of failed road edges has been performed by Roadway Maintenance staff as a holding strategy. Milborough Line now requires resurfacing in order to eliminate repeat maintenance-type asphalt patching repairs, to improve safety, and to increase the level-of-service to the public.

ALTERNATIVES FOR CONSIDERATION

Alternatively, if Council wishes to not approve the signing of the Construction Agreement, City of Hamilton staff cannot provide the Town of Milton with approval to proceed with the capital road improvement project. Milborough Line pavement will continue to be monitored by Road Patrol and maintained by Roadway Maintenance staff but will continue to deteriorate at a rapid rate.

Financial: The cost of annual roadway maintenance activities will increase.

Staffing: N/A

Legal: Continued deterioration of Milborough Line would result in greater risk to the public which could result in personal injury or property damage claims.

ALIGNMENT TO THE 2016 – 2025 STRATEGIC PLAN

Built Environment and Infrastructure

Hamilton is supported by state-of-the-art infrastructure, transportation options, buildings and public spaces that create a dynamic City.

Healthy and Safe Communities

Hamilton is a safe and supportive City where people are active, healthy, and have a high quality of life.

**SUBJECT: Construction Agreement with Town of Milton for the Rehabilitation of
Milborough Line (PW23034) (Ward 15) – Page 5 of 5**

Our People and Performance

Hamiltonians have a high level of trust and confidence in their City government.

APPENDICES AND SCHEDULES ATTACHED

Appendix “A” attached to Report PW23034 - Construction Agreement

Appendix “B” attached to Report PW23034 - Joint Jurisdiction Highway Routine
Maintenance and Repair Agreement
between the City of Hamilton and The
Corporation of the Town of Milton

This Agreement effective as of the ____ day of _____ 2023.

BETWEEN:

THE CORPORATION OF THE TOWN OF MILTON
(hereinafter called "Milton")

-and-

CITY OF HAMILTON
(hereinafter called "Participant")

WHEREAS Milton and the Participant share Joint Jurisdiction of certain lands more particularly described as *Milborough Line (Regional Road 7-Derry Road to Concession Road 10 East (Hamilton))* (the "Lands");

AND WHEREAS Milton and the Participant are desirous of constructing certain works over the Lands subject to Milton's specifications, design and construction detail for the road (the "Works"), more particularly described in Schedule "B" attached hereto and as agreed to by the Participant;

AND WHEREAS Milton and the Participant are adjoining jurisdictions that have entered into a Boundary Highway Maintenance and Repair Agreement ("Boundary Road Agreement") related to the Lands;

AND WHEREAS the Works constitute a Capital Improvement as contemplated in the Boundary Road Agreement;

AND WHEREAS Milton and the Participant are desirous of entering into this further agreement for cost sharing and project management of the Works as contemplated by Section 5.2 of the Boundary Road Agreement;

AND WHEREAS the Participant and Milton have mutually agreed that Milton will arrange on the Parties' behalf, the installation of the Works by Milton's Contractor pursuant to the terms and conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions - Capitalized terms used herein shall have the meanings set forth in Schedule "A".

ARTICLE 2 - THE WORK

2.1 Scope of Work – Milton shall, through its Contractor, and only as in accordance with the Tender, cause to be performed the foregoing:

- (i) all procurement, oversight, coordination, inspection and construction activities and services necessary to perform and complete the Works, including without limitation preparation, excavation and grading of the Lands, and proper disposal of all excavated materials if and as required in connection with performance of the Works;
- (ii) providing or procuring all materials necessary to perform and complete the Works; and
- (iii) all work forces necessary to perform and complete the Works, including without limitation all skilled and unskilled labour, supervisory, quality assurance and support service personnel.

2.2 Cost of Work

- (i) Subject to sections 2.3 and 2.4, the Participant shall be solely liable and responsible for 50% of any and all costs or expenses of any kind relating to the Works (the "Participant Costs"), as estimated in Schedule E attached hereto, and to be updated as necessary as information becomes available regarding actual costs. It is understood and agreed that the costs outlined in Schedule E are estimates only and that Participant Costs will be based on 50% of the actual costs to complete the Works and that those actual costs will be determined at the time of Tender. It is furthermore understood and agreed that Milton will provide the Participant with written notification of actual project costs once they are determined and that Milton will obtain the Participant's written approval of actual costs before Tender award.

2.3 Approval of the Participant

- (i) Prior to commencing any of the Works, Milton shall provide the Participant with a schedule (the "Works Installation Schedule") and the Tender for the work related to the Works. Milton shall not commence any of the Works without obtaining the Participant's prior written approval of the Works Installation Schedule and the Tender, which approval will not be unreasonably withheld. The Participant shall provide its written approval or rejection of the Works Installation Schedule and the Tender to Milton within five (5) Construction Days of receiving the Works Installation Schedule and the Tender from Milton. Any dispute arising from this Section 2.3(i), including

but not limited to, the rejection of the Works Installation Schedule and Tender, shall be subject to the dispute resolution procedures in Article 9.

2.4 Changes to the Work

- (i) The Participant may request additions, deletions or other revisions to the Works by written notice to Milton requesting such change (the "Participant Change Request"). Milton shall within one (1) Construction Day of receipt of the Participant Change Request acknowledge to the Participant receipt of the Participant Change Request, and within two (2) Construction Days of the receipt of the Participant Change Request, provide a written acceptance or rejection of the Participant Change Request to the Participant. Milton shall not unreasonably withhold its approval to a Participant Change Request. In the event the Participant Change Request is accepted by Milton, the Parties will share the cost of the Participant Change Request according to the cost share formula of this Agreement (50% Participant /50% Milton).

Milton may, without invalidating this Agreement, make additions, deletions or other revisions to the Works, and Works Installation Schedule, provided that such additions, deletions or other revisions shall be by way of written change order or change directive issued and agreed upon in writing by both Parties. Milton shall submit a notice to the Participant requesting such change (the "Change Request") and the Participant shall within one (1) Construction Day of receipt of the Change Request acknowledge to Milton receipt of the Change Request, and within two (2) Construction Days of the receipt of the Change Request, provide a written acceptance or rejection of the Change Request to Milton. If the Participant rejects any Change Request, the Participant shall provide written notice of the reason for rejecting the Change Request and any dispute arising from the rejection of a Change Request shall be subject to the dispute resolution procedures in Article 9.

- (ii) Milton may, without invalidating this Agreement, make additions, deletions or other revisions to the Works without the prior approval of the Participant in the event of an emergency, where the failure to make such change would cause a material delay in the Works, or where the delay in obtaining consent would result in significant damages to the Works, whether physical or financial, each as determined by Milton (the "Proposed Change"). Milton shall submit any Proposed Change to the Participant as soon as possible and will use best efforts to obtain the Participant's prior approval for the Proposed Change, however Milton shall not be required to obtain the Participant's prior approval for a Proposed Change if any delay in obtaining such approval would result in such significant physical or financial damage to the Works.

2.5 Acceptance of Completed Work – When, in the opinion of Milton, one or more of items of the Works has been satisfactorily completed, Milton shall, in writing, notify the Participant to inspect the Works within one (1) Construction Day or as

otherwise agreed, of the notice ("Completion Notice). The Participant shall advise Milton in writing within two (2) Construction Days of the Construction Notice that the Work has been satisfactorily completed in accordance with the contract drawings and documents or that there are deficiencies. In the event that deficiencies are identified by the Participant, Milton will cause Milton's Contractor to rectify the deficiencies. Following notification from Milton's Contractor to Milton that the deficiencies have been rectified, Milton will again provide the Completion Notice as set out earlier in this paragraph.

When in the opinion of Milton, the Works is ready for final acceptance, Milton shall notify the Participant of same. The Participant shall advise Milton within five (5) Construction Days if the Participant has an objection to final acceptance of the Works, acting reasonably. If the Participant does not advise Milton within said period, the Participant shall be deemed to have no objection to final acceptance of the Works.

ARTICLE 3 - RESPONSIBILITIES

Milton Responsibilities

- 3.1 Engagement of Milton – Milton shall be responsible for the overall oversight and coordination of the work and the construction of the Works in accordance with: (a) the Authorizations for the Works; (b) the terms of this Agreement; and (c) all applicable Laws.

Participant Responsibilities

- 3.2 No Other Work – The Participant shall not, without the prior approval written approval of Milton, undertake or cause to be undertaken, any work on the Lands during the term of this Agreement, except in accordance with this Agreement, and as approved by Milton, acting reasonably.

Joint Responsibilities

- 3.3 Health and Safety – Milton and the Participant acknowledge that the Contractor shall act as "constructor" within the meaning of the *Occupational Health and Safety Act* ("OHSA"), and the Contractor shall be solely responsible for all of the duties, liabilities, obligations, and responsibilities of the "constructor" under the OHSA with respect to the Works and Site.
- 3.4 Insurance - During the term of this Agreement, Milton and the Participant shall obtain and maintain insurance as set forth in Schedule "C".

ARTICLE 4 - OWNERSHIP OF ASSETS

- 4.1 Ownership of the Works – The Parties acknowledge and agree that Milton and the Participant shall have joint ownership of the Works, and of each item of material, equipment, machinery, supplies and other items incorporated therein and shall have all rights, title and interests arising from the Works, in accordance with the Boundary Road Agreement.
- 4.2 Assignment of Warranty – Milton shall use reasonable efforts to assign all warranties for the Works to the Participant.

ARTICLE 5 – PAYMENT

- 5.1 Payment Certificates – Milton will provide the Participant with monthly payment certificates for work related to the Works. Payment certificates will itemize all costs. The Participant will make payment to Milton within thirty (30) days after receiving a payment certificate (the “Due Date”).
- 5.2 The Participant may inspect Milton’s records relating to the Works and observe Milton’s practices in carrying out its responsibilities hereunder. Milton shall provide the Participant with all information and access to all facilities necessary for this purpose, as well as copies of any records as requested by the Participant. Milton shall cause all records relating to its responsibilities hereunder to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of two (2) years from the date of termination or expiration of this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the Participant.

ARTICLE 6 - COMMENCEMENT AND COMPLETION OF WORK

- 6.1 Commencement – Milton shall commence performance of the Works in accordance with the Works Installation Schedule and Section 2.3.
- 6.2 Full Completion – “Full Completion” shall occur when all of the Works have been fully completed including, without limitation when all materials, documentation (warranty, manuals, specifications) and equipment for the Works have been installed and provided. Milton shall provide the Participant notice of Full Completion. If the Participant disputes that Full Completion has occurred, it shall provide written notice to that effect to Milton, specifying the basis for disputing Full Completion. In the event of dispute regarding Full Completion, the Parties shall utilize the dispute resolution procedures in Article 9 to resolve the dispute.

ARTICLE 7 - WARRANTIES; LIMITATION OF LIABILITY

- 7.1 Limitation of Liability – The Parties agree that, in no event or circumstance shall either Party be liable for any loss of business, lost profits or indirect, consequential, special, multiple, or punitive damages of the other Party or those for whom in law the other Party is responsible. Except to the extent directly caused by either Party or otherwise set out in this Agreement, neither Party shall be responsible in any way for any injury to any person (including death).
- 7.2 Delay – If there is additional work for the benefit of a sole party and such work is added, and which has been agreed to by the Parties, the Party making such additional work would assume the costs associated with that work (delay time, construction costs etc) as the sole beneficiary of this work.

ARTICLE 8 - INDEMNIFICATION

- 8.1 Indemnification of Milton – Except to the extent caused by Milton, given its role and responsibilities providing the specifications, design and construction detail for the Works as well as the responsibility for the overall oversight, and coordination of the Work and the construction of the Works, and subject to Article 7, the Participant shall indemnify Milton, its elected officials, officers, directors, employees, agents, contractors, servants, and those for whom Milton is in law responsible, and save Milton harmless from any and all losses, costs, claims, actions, demands, liabilities, damages and expenses (including, without limitation, legal expenses) of every kind and description, including without limitation in connection with loss of life, personal injury and/or damage to or loss of property, arising out of or in any way related to, the construction of the Works, or any default, non-performance, or breach by the Participant of any of its obligations under this Agreement.
- 8.2 Indemnification of Participant – Except to the extent caused by the Participant, and subject to Article 7, Milton shall indemnify the Participant, its elected officials, officers, directors, employees, agents, contractors, servants, and those for whom the Participant is in law responsible, and save the Participant harmless from any and all losses, costs, claims, actions, demands, liabilities, damages and expenses (including, without limitation, legal expenses) of every kind and description, including without limitation in connection with loss of life, personal injury and/or damage to or loss of property, arising out of or in any way related to, the construction of the Works, any default, non-performance, or breach by Milton of any of its obligations under this Agreement.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 General – If any difference of opinion or dispute (“Dispute”) shall arise between the parties hereto in the interpretation, or carrying out, of this Agreement, or any

- of its provisions, the Parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. Any Party may initiate this dispute resolution process by providing the other party written notice of the Dispute (the "Dispute Notice").
- (i) Mutual Discussions – If any Dispute arises between the Parties in connection with, or arising out of, this Agreement, the Parties, within ten (10) Construction Days of receipt of the Dispute Notice shall attempt to settle such Dispute in the first instance by mutual discussions between the project managers for Milton and the Participant. In the event, the Dispute is not settled within twenty (20) Construction Days of receipt of the Dispute Notice, the Parties shall attempt to settle the Dispute by mutual discussion between the chief administrative officers for Milton and the Participant.

- 9.2 Arbitration – Subject as hereinafter provided, any Dispute arising out of or in connection with, this Agreement and not settled by Subsection 9.1(i) of this Agreement within thirty (30) Construction Days of receipt of the Dispute Notice shall (regardless of the nature of the Dispute), at the option of either Party, be submitted and resolved by binding arbitration pursuant to the provisions of the *Arbitration Act*, 1991, S.O. 1991, c. 17 (the "Arbitration Act"), as amended or any successor legislation thereto, and in accordance with the following provisions: (i) the reference to arbitration shall be to one (1) arbitrator if the Parties are able to agree to the appointment of same, failing which the reference to arbitration shall be to three (3) arbitrators, one of whom shall be chosen by each of the Parties, and the third shall be chosen by the two (2) so chosen, and the third so chosen shall be the chairman of the arbitration and any decision or award shall be made by a majority of the arbitrators. In the absence of an agreement between the two arbitrators chosen by the Parties regarding the third arbitrator, within ten (10) Construction Days after the appointment of an arbitrator by each of the Parties, the third arbitrator shall be appointed in accordance with the provisions of the *Arbitration Act*; (ii) the arbitrator or arbitrators, as the case may be, shall resolve the dispute by majority vote which shall be binding upon the Parties; (iii) there shall be no appeal from any award or decision of the arbitrator(s) and the costs of any such arbitration shall be shared equally between the Parties hereto, or as otherwise determined by arbitration agree that the dispute resolution provisions in section 12 of the Boundary Road Agreement shall apply to the resolution of such Dispute.

ARTICLE 10 - INTERPRETATION

- 10.1 Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 10.2 Interpretation – The Schedules form a part of this Agreement. This Agreement includes the attached Schedules "A" through "E".

- 10.3 Entire Agreement – This Agreement, together with the Schedules attached hereto, constitutes the entire agreement and complete understanding between the Participant and Milton with respect to the subject matter described herein. Nothing in this Agreement shall be deemed to amend, modify or otherwise alter the Boundary Road Agreement and the Boundary Road Agreement shall continue to apply in respect of the subject matter therein in accordance with the terms of that agreement.
- 10.4 Headings and References – The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The article, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words “hereto”, “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular section or portion of it. References to an article, section, subsection or schedule refer to the applicable article, section, subsection or schedule of this Agreement unless otherwise specifically provided.
- 10.5 Drafting Ambiguities – Each Party to the Agreement and its counsel have reviewed and revised the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of the Agreement, or any amendment thereto.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Invalidity of Provisions – Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the Parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.
- 11.2 Survival – Notwithstanding anything in this Agreement to the contrary, any provisions of this Agreement which are intended to survive termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.
- 11.3 Technical or Trade Usage – When words that have a well-known technical or trade meaning are used to describe materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to such standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any governmental authority, whether such references

be specific or by implication, shall mean the latest standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents). Performance shall conform to the standards in effect at the time of performance and may change the duties and responsibilities of the Participant or Milton, or any of their agents, consultants, or employees from those set forth in the Agreement.

11.4 Amendments and Waivers – This Agreement may be amended only by a written instrument signed by a duly authorized representative of each Party. The failure of any Party to insist on one or more occasions upon strict performance of the obligations owed it by the other Party shall not waive or release such Party's right to insist on strict performance of such obligation or any other obligation in the future. No waiver of any rights or recourses shall be inferred from or implied by anything done or omitted to be done by either Party unless such waiver is expressed in writing.

11.5 Notices – Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid mail, by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by prepaid mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth Construction Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Construction Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

If to the Participant: Corporation of the City of Hamilton
77 James Street
Hamilton, Ontario L8R 2K3
Attention: Greg Wuisman
E-mail: Greg.Wuisman@hamilton.ca

If to Milton: Corporation of the Town of Milton
150 Mary Street, Milton, Ontario, L9T 6Z5
Attention: Diana Betancour
E-mail : diana.betancour@milton.ca

- 11.6 Successors; Assignment – This Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall make any sale, assignment, mortgage, pledge or other transfer of all or any portion of its rights or obligations under this Agreement, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Party.
- 11.7 Counterparts – This Agreement may be executed in any number of counterparts (including counterparts by facsimile and PDF) and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- 11.8 Further Assurances – Each Party agrees to execute and deliver any such instruments and to perform any such acts as may be necessary or reasonably requested by the other Party in order to give full effect to the terms of this Agreement.
- 11.9 No Partnership – The Parties hereby expressly disclaim any intention to create a joint venture or partnership relation between the Parties.
- 11.10 Time is of the Essence – Time is of the essence in this agreement.

- Signature page follows -

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

**THE CORPORATION OF THE TOWN
OF MILTON**

Name:
Title:

Name:
Title:

We have authority to bind the Corporation.

CITY OF HAMILTON

Name:
Title:

Name:
Title:

We have authority to bind the Corporation.

Schedule "A"
Definitions

"Agreement" shall mean this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time.

"Authorization" shall mean any license, permit, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization, whether from any Governmental Authority, corporate or otherwise.

"Construction Day" shall mean any day, other than Sunday or any statutory holiday in the Province of Ontario.

"CA" shall mean the Construction Act, R.S.O. 1990, c. C.30

"Claim for Lien" shall mean a lien, notice of lien or claim for lien under the CA.

"Contractor" shall mean the contractor retained to perform the construction work within the scope of the Participant Works.

"Dispute" shall have the meaning given it in Section 9.1.

"Dispute Notice" shall have the meaning given it in Section 9.1.

"Full Completion" shall have the meaning given it in Section 6.2.

"Governmental Authority" shall mean any: (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above; or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable Party, asset, obligation or other matter, or the Site, whether acting under actual or assumed authority. Permits, orders or other approvals given by such bodies are **"Governmental Authorizations"**.

"Hazardous Substances" shall mean, collectively, any petroleum or petroleum product, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), hazardous waste, hazardous material, hazardous substance, toxic substance, contaminant or pollutant, as defined or regulated under any federal, provincial or local law relating to the protection of the environment.

"Indemnified Party" shall have the meaning given it in Section 8.1.

“**Indemnifying Party**” shall have the meaning given it in Section 8.1.

“**Lands**” shall have the meaning given it in the recitals of this Agreement.

“**Law**” shall mean (i) any law, by-law, legislation, statute, act, rule, ordinance, decree, treaty, regulation, order, judgment, or other similar legal requirement, or (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any Governmental Authority.

“**Milton**” shall mean the Corporation of the Town of Milton.

“**Participant**” shall mean the City of Hamilton

“**Participant Costs**” shall have the meaning given it in Section 2.2.

“**Parties**” shall mean the Participant and Milton when referred to collectively and

“**Party**” shall mean any one of the Parties referred to singly.

“**Person**” shall mean any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Entity, however designated or constituted.

“**Project**” shall mean the construction of the Works.

“**Proposed Change**” shall have the meaning given it in Section 2.4.

“**Site**” shall mean a portion of the parcel of land as shown on Schedule “D”, the description of which is:

Description *Milborough Line (Regional Road 7-Derry Road to Concession Road 10 East -Hamilton)*

“**Tender**” shall mean a bid / tender which Milton is prepared to accept.

“**Works**” shall have the meaning given it in the recitals of this Agreement.

“**Works Installation Schedule**” shall have the meaning given it in Section 2.3

Schedule "B" Works

Rehabilitation of Milborough Line (Regional Road 7-Derry Road to Concession Road 10 East -Hamilton). The scope of this work includes:

Milborough Line was identified in the 2018 State Infrastructure of Roads for Reconstruction (REC). It is proposed to implement the Expanded Asphalt (EAP) for this road segment. The exact method of rehabilitation although initially assumed to be full depth reclamation with expanded asphalt stabilization (pulverize and resurface) will be determined based on an in-depth Geotechnical investigation.

The expanded asphalt has typically included the following within the scope of the work: Culvert replacements where required (and associated Conservation Authority permits/approvals as required), road works as per recommendations in the Geotechnical investigation (with the initial that cold-in-place recycled expanded asphalt will be implemented) and associated shouldering (if existing property allows it, ideally a 1m paved shoulder on both sides of the road) and driveway transitions. All work to remain within existing property limits.

Final rehabilitation method to be agreed to with participant, and will be determined through detailed design

Schedule "C"
Insurance

1. Milton shall take out or cause to be taken out and maintain during the construction of the Works and until Full Completion:
 - (a) Commercial General Liability (C.G.L) insurance with a limit of not less than Five Million Dollars (\$5,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:
 - (i) "cross liability" or "severability of interest" clause;
 - (ii) blanket contractual liability;
 - (iii) non-owned auto liability.
 - (b) Environmental impairment policy covering sudden and accidental pollution liability arising out of the construction operations under this Agreement.
 - (c) Automobile Liability insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$5,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by Milton and used in regards to this Agreement.
 - (d) Professional Liability Insurance in the amount of not less than \$1,000,000 per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Work described herein.

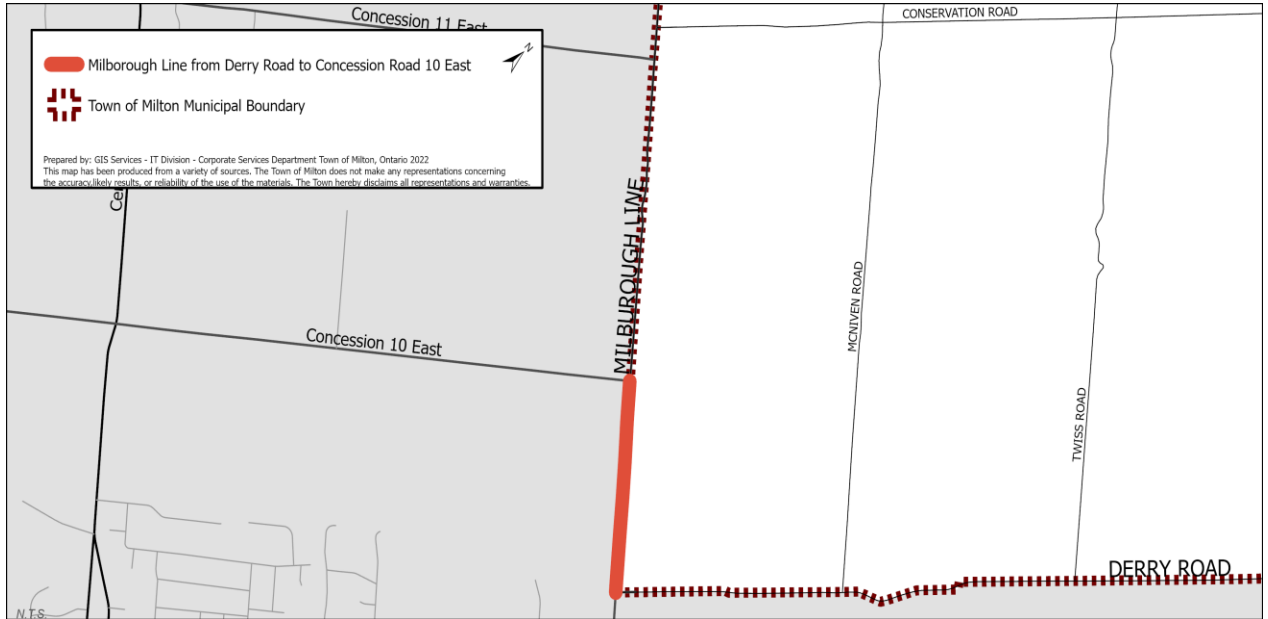
The policies shall be endorsed to provide the Participant with not less than thirty (30) days written notice in advance of cancellation, material change or amendments restricting coverage.

- 2 The Participant shall take out or cause to be taken out and maintain during the construction of the Works and until Full Completion:
 - (a) Commercial General Liability (C.G.L) insurance with a limit of not less than Five Million Dollars (\$5,000,000) any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or by endorsement include but not be limited to the following:
 - (i) "cross liability" or "severability of interest" clause;

- (ii) blanket contractual liability;
 - (iii) non-owned auto liability.
- (b) Environmental impairment policy covering sudden and accidental pollution liability arising out of the construction operations under this Agreement.
- (c) Automobile Liability insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by Milton and used in regards to this Agreement.
- (d) Professional Liability Insurance in the amount of not less than \$1,000,000 per claim covering losses arising out of an insurable error or omission in the rendering of, or failure to render, professional services in connection with the Work described herein.

The policies shall be endorsed to provide Milton with not less than thirty (30) days written notice in advance of cancellation, material change or amendments restricting coverage.

Schedule "D" Site



Schedule E
 Participant Costs

High Level Estimate - Cost Sharing
 Hamilton

Expanded Asphalt Program			
Milborough Line from Regional Road 7-Derry Road to Concession Road 10 East (Hamilton)			
Item	Cost	Hamilton Share (50%)	Notes
Design	\$71,500.00	\$35,750.00	Estimate. 50% of actual fees will be invoiced
Permits	\$10,000.00	\$5,000.00	Estimate. 50% of actual fees will be invoiced
Estimate Contract Administration	\$49,500.00	\$24,750.00	Estimate. 50% of actual fees will be invoiced
Estimate Construction	\$1,192,000.00	\$596,000.00	Based on 2022 EAP tender prices plus 15% per year . 50% of actual values will be invoiced
Subtotal:		\$661,500.00	
1.76% Non-Refundable HST		\$11,642.40	
Subtotal:		\$673,142.40	
2% Administration Fee		\$13,462.85	
Total Estimated Cost to Hamilton		\$686,605.25	Exclusive of HST

**note* above costs are estimates only; Participant will be responsible for 50% of project costs, to be reviewed and confirmed with Participant.*

JOINT JURISDICTION
HIGHWAY ROUTINE MAINTENANCE AND REPAIR
AGREEMENT ("Agreement")

This Agreement is made effective as of the 1st day of May, 2019.

BETWEEN

CITY OF HAMILTON

(hereinafter referred to as "City of Hamilton")

-and-

THE CORPORATION OF THE TOWN OF MILTON

(hereinafter referred to as "Town of Milton")

WHEREAS pursuant to section 20(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "*Municipal Act, 2001*"), a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the *Municipal Act, 2001*, or a combination of both to jointly provide, for their benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS pursuant to the *Municipal Act, 2001*, the Town of Milton and the City of Hamilton have the power to provide maintenance and repair services to Highways (as herein defined) within their respective boundaries;

AND WHEREAS the City of Hamilton and the Town of Milton are desirous of entering into an agreement to maintain and repair the Highways for which they share Joint Jurisdiction (as herein defined);

AND WHEREAS the City of Hamilton passed By-law 07-199 and the Town of Milton passed By-law 079-2016 in accordance with s.27(2) of the *Municipal Act, 2001* with respect to Highways under their Joint Jurisdiction;

AND WHEREAS pursuant to subsection 29.1(2) of the *Municipal Act, 2001*, each municipality has jurisdiction over that part of the Highway that it has agreed to keep in repair and is liable for any damages that arise from the failure to keep the Highway in repair and the other municipality is relieved from all liability in respect of the repair of that part, in accordance with the terms of this Agreement;

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

1.0 DEFINITIONS

1.1 "Agreement" means this Joint Jurisdiction Highway Maintenance and Repair Agreement, including the following Schedules:

- (a) Schedule "A"- "City of Hamilton Schedule of Highways";
- (b) Schedule "B" – "Town of Milton Schedule of Highways";
- (c) Schedule "C" – "City of Hamilton – Town of Milton Joint Boundary Map"; and

(c) Schedule "D" – "Routine Maintenance and Repair Cost Schedule".

- 1.2 "Business Day" means any day other than a Saturday, Sunday, statutory holidays or other day on which banks in Ontario are authorized or required by law to be closed, or a day on which the administrative offices of the City of Hamilton or the Town of Milton are closed.
- 1.3 "Capital Improvement" means any work or improvements that are not included within the definition of Routine Maintenance and Repair as required by this Agreement and which materially improves and enhances any part of a Highway, including Road Construction.
- 1.4 "Contract Administrator" means an individual appointed by a municipality, or his/her designate, to oversee the administration of the Agreement, specifically the Director of Transportation Operations & Maintenance for the City of Hamilton and the Director of Operations for the Town of Milton, or as otherwise identified by the parties.
- 1.5 "Emergency Works" means work performed on a reactionary or emergency basis to ensure that the cause of the concern does not unduly affect public safety.
- 1.6 "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 1.7 "Joint Jurisdiction" has the meaning described in s.29 of the *Municipal Act, 2001*.
- 1.8 "OSIM" means the "Ontario Structure Inspection Manual (OSIM)", by the Ministry of Transportation, Policy Planning & Standards Division, Engineering Standards Branch, Bridge Office (October, 2000), as amended from time to time.
- 1.9 "Road Construction" means the building and rebuilding of Highways or parts of Highways, including Highway resurfacing. Road Construction does not mean or include Routine Maintenance and Repair.
- 1.10 "Roadway" means that part of the Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the boulevard or sidewalk.
- 1.11 "Routine Maintenance and Repair" means those activities completed in the routine maintenance and repair of a Highway, as provided for in the *Minimum Maintenance Standards for Municipal Highways Regulation, O.Reg. 239/02*, as amended and as it exists from time to time, or any successor regulation(s) or statute(s) (collectively referred to as the "*Maintenance Regulation*"), and which shall be conducted in accordance with the specifications contained in the *Maintenance Regulation* and in this Agreement. Routine Maintenance and Repair includes maintenance and repair activities as set out in the *Maintenance Regulation*, except as amended by the Level of Service Standards, as approved from time to time, by the municipality undertaking the maintenance and repair activities under this Agreement. In addition, Routine Maintenance and Repair includes minor Roadway and roadside drainage (e.g. ditching and minor road-crossing culvert maintenance), and guard rail maintenance, but notwithstanding the foregoing, does not include road-crossing culvert installation or replacement, pavement preservation activities such as surface treatment or crack sealing, and for clarity, Routine Maintenance and Repair does not include Capital Improvements or Road Construction.

1.12 "Structure" means a bridge, culvert, tunnel, retaining wall or sign support, as those terms are defined in the OSIM.

2.0 JOINT JURISDICTION

2.1 City of Hamilton agrees to carry out Routine Maintenance and Repair in respect of all the Highways or parts thereof described in Schedule "A" and as designated as a City of Hamilton part of the Highway on Schedule "C" of this Agreement.

2.2 Town of Milton agrees to carry out Routine Maintenance and Repair in respect of all the Highways or parts thereof described in Schedule "B" and as designated as a Town of Milton part of the Highway on Schedule "C" of this Agreement.

3.0 ROUTINE MAINTENANCE AND REPAIR STANDARDS - HIGHWAYS

3.1 City of Hamilton and Town of Milton shall carry out all Routine Maintenance and Repair in respect of all Highways within their respective jurisdictions, as outlined in s.2.0 of this Agreement, in accordance with the requirements set out in the of the *Maintenance Regulation* and this Agreement. Higher standards for Routine Maintenance and Repair may be agreed to in writing between the parties and in such event, such revisions shall amend this Agreement accordingly.

4.0 WINTER CONTROL STANDARDS - HIGHWAYS

4.1 City of Hamilton and Town of Milton shall perform all Winter Control Routine Maintenance and Repair for their respective jurisdictions, as outlined in s. 2.0 of this Agreement, in accordance with the requirements of the *Maintenance Regulation* and this Agreement. Higher standards for Winter Control Routine Maintenance and Repair may be agreed to in writing between the parties and in such event, such revisions shall amend this Agreement accordingly.

5.0 ROUTINE MAINTENANCE AND REPAIR STANDARDS - STRUCTURES

5.1 City of Hamilton agrees to carry out all Routine Maintenance and Repair to all Structures in accordance with the applicable Winter Control Routine Maintenance and Repair Standards and Routine Maintenance and Repair Standards as outlined in sections 3.0 and 4.0, respectively, and otherwise in this Agreement, including, without limitation, biennial structure inspections as required by the OSIM on all Structures, situated in or along the Highways or parts thereof described in Schedules "A" and "C" of this Agreement. Biennial OSIM Structure inspection reports will be provided to Town of Milton upon completion by City of Hamilton.

5.2 Town of Milton agrees to carry out all Routine Maintenance and Repair to all Structures in accordance with the applicable Winter Control Routine Maintenance and Repair Standards and Routine Maintenance and Repair Standards, as outlined in sections 3.0 and 4.0, respectively, and otherwise in this Agreement, including biennial structure inspections as required by the OSIM on all Structures, situated in or along the Highways or parts thereof described in Schedules "B" and "C" of this Agreement. Biennial OSIM structure inspection reports will be provided to the City of Hamilton upon completion by Town of Milton.

5.3 Both parties agree that if there is a variance between the number of Structures, irrespective of the physical location of the Structures situated in or along the Highways or parts thereof described in

Schedules "A" and "B" of this Agreement, then the party inspecting the fewer number of Structures shall pay the other party on a "per inspection" basis for fifty percent (50%) of the direct cost of performing each additional inspection, plus a ten percent (10%) administrative charge on the cost of the additional inspections.

6.0 EMERGENCY WORKS

- 6.1 When either party becomes aware through day-to-day operations and observation of a condition on a Joint Jurisdiction Highway that unduly affects public safety, that party shall perform Emergency Works on the Joint Jurisdiction Roadway, even if the other party has responsibility for Routine Maintenance and Repair on that Roadway under this Agreement or even if the Emergency Works required to be completed do not constitute Routine Maintenance and Repair. Emergency Works may be temporary in nature to alleviate the immediate risk to public safety. Upon completing Emergency Works, that party shall contact the other party to notify it that Emergency Works have been performed. If the Emergency Works constitute Routine Maintenance and Repair, but it is not Routine Maintenance and Repair for which the party is responsible under this Agreement, that party will be reimbursed by the other party for the costs incurred to perform the Emergency Works. If the Emergency Works do not constitute Routine Maintenance and Repair, that party will be reimbursed by the other party for an equal share of the costs incurred to perform such Emergency Works. If the Emergency Works constitute Routine Maintenance and Repair and it is Routine Maintenance and Repair for which the party is responsible under this Agreement, the cost of that work will be treated in the normal course under this Agreement as provided in section 8 hereto. Should the other party wish to have permanent repairs performed by that party who completed the Emergency Works, then such work will be performed as a Capital Improvement.

7.0 TREES

- 7.1 Notwithstanding anything to the contrary in this Agreement, the City of Hamilton shall be responsible for all non-scheduled tree trimming, tree removal and storm damage response on a reactive basis as per City of Hamilton Municipal By-Law No. 06-151 with respect to the Highways or parts thereof described in Schedule "A" and as designated as a City of Hamilton part of the Highway on Schedule "C" of this Agreement.
- 7.2 Notwithstanding anything to the contrary in this Agreement, the Town of Milton shall be responsible for all non-scheduled tree trimming, tree removal and storm damage response on a reactive basis with respect to the Highways or parts thereof described in Schedule "B" and as designated as a Town of Milton part of the Highway on Schedule "C" of this Agreement.
- 7.3 Notwithstanding anything to the contrary contained in this Agreement, in the event that a tree, or any part thereof, falls onto, or is otherwise situated on, any Highway or part thereof that is the responsibility of the other party in accordance with sections 7.1 and 7.2, such that the tree is blocking, or otherwise causing an obstruction, or potential hazard, the other party may immediately remove said tree and invoice the other party for the costs associated with said removal. The party performing the removal in accordance with this section 7.3 shall not be responsible for, or liable for, anything related to said tree and/or its removal simply by virtue of performing said removal.

8.0 COST OF WORK REQUIRED BY THIS AGREEMENT

- 8.1 Except as otherwise provided in this Agreement, the City of Hamilton agrees to

bear the entirety of the cost of Routine Maintenance and Repair for the Highways listed on Schedule "A" and as designated as a City of Hamilton part of the Highway on Schedule "C".

- 8.2 Except as otherwise provided in this Agreement, the Town of Milton agrees to bear the entirety of the cost of Routine Maintenance and Repair for the Highways listed on Schedule "B" and as designated as a Town of Milton part of the Highway on Schedule "C".
- 8.3 Notwithstanding sections 8.1 and 8.2 of this Agreement, it is the intention of the parties that there should be equal sharing of the cost of the Routine Maintenance and Repair to the Joint Jurisdiction Highway workload undertaken pursuant to this Agreement. There is a variance between the number of kilometers of Routine Maintenance and Repair, outlined in Schedule "A" and Schedule "B", and therefore the party undertaking the greater share of the Routine Maintenance and Repair shall invoice the other party on an annual basis with respect to each kilometre of Highway in excess of fifty percent (50%) of the total Routine Maintenance and Repair, such that each party shall pay an equal share of the cost of such variance in the Routine Maintenance and Repair. The party undertaking the greater share of the Routine Maintenance and Repair shall be entitled to invoice a ten percent (10%) administrative charge on that cost invoiced to the other party. The amount of such proportionate share of the cost shall be as set out in Schedule "D" to this Agreement. The cost per lane kilometre specified in Schedule "D" shall be subject to an annual increase in rate, commencing in year two of the Agreement, based on the 12 month rolling Statistics Canada consumer price index for Ontario.
- 8.4 Notwithstanding any other provision in this Agreement, Capital Improvement work of any kind and/or Road Construction relating to any Highway outlined in Schedules "A" and "B" of this Agreement shall not be undertaken by either party without the prior approval of both municipalities. The parties agree that in the event a project is agreed to be a Capital Improvement, or constitutes Road Construction, the parties shall agree in writing upon the basis of cost-sharing for that project prior to the implementation of said project.
- 8.5 The parties agree to pay all invoices within net thirty (30) calendar days of receipt of said invoices.
- 9.0 INDEMNIFICATION
- 9.1 City of Hamilton covenants and agrees that it shall indemnify, defend and save harmless Town of Milton from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the City of Hamilton to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or wilful misconduct of Town of Milton. This indemnity shall survive the early termination or expiry of this Agreement.
- 9.2 Town of Milton covenants and agrees that it shall indemnify, defend and save harmless the City of Hamilton from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the Town of Milton to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or wilful misconduct of the City of Hamilton. This indemnity shall survive the early termination or expiry of this Agreement.
- 9.3 Notwithstanding anything to the contrary contained in this Agreement, and

subject to any applicable legislation and the ability of a party to protect its own rights in the face of litigation against that party, each party agrees to assist the other party in a timely manner in terms of the provision of information relevant to any claims that are made against the other party with respect to either party's obligations assumed under this Agreement, unless such exchange of information is precluded by law or the terms of the party's insurance coverage.

10.0 RECIPROCAL INSURANCE

- 10.1 Not less than ten (10) calendar days prior to the commencement of this Agreement, each party shall provide the other with proof of insurance, on the terms set out below. Proof of insurance shall be in a form of Certificate of Insurance, signed by an authorized representative of the insurer.
- 10.2 General Liability insurance shall insure all services, operations, products and work, as described in the Agreement. The policy will be extended to include bodily injury and property damage, personal liability, contractor's protective and contractual liability, to a limit of no less than ten million dollars (\$10,000,000) per occurrence.
- 10.3 The policy shall include a cross liability clause and be endorsed to include the other party as an additional insured.
- 10.4 Non-owned automobile insurance shall be to a limit of no less than five million dollars (\$5,000,000).
- 10.5 Automobile Insurance (OAP1), for both owned and leased vehicles, shall be with inclusive limits of not less than ten million dollars (\$10,000,000).
- 10.6 All policies of insurance shall: (a) be written with an insurer licensed to do business in Ontario, (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to each respective party, and (c) contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) calendar days before any material change in coverage or cancellation of coverage.
- 10.7 Each party shall be responsible for their respective deductible.
- 10.8 Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to each party within fifteen (15) calendar days prior to the expiration or replacement of the current policies, without demand by the other party.
- 10.9 The insurance coverage shall in no manner discharge, restrict or limit the liabilities and obligations assumed by the parties under this Agreement

11.0 CONTRACT ADMINISTRATION AND AMENDMENT

- 11.1 Each party has appointed the following to act as Contract Administrator for that party:

For City of Hamilton

77 James Street North
Suite 320
Hamilton, ON L8R 2K3
Attention: Director of Transportation Operations & Maintenance

Facsimile: (905) 546-4473
Email Address: PW.TOM@hamilton.ca

For Town of Milton

150 Mary Street
Milton, ON L9T 6Z5
Attention: Director, Operations
Facsimile: (905) 876-5035
Email Address: Incoming-Operations-Email@milton.ca

- 11.2 Any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile or email, or if mailed by prepaid registered mail to the addresses above, or at such other address, email address or facsimile number as the party to whom such notice is to be given otherwise directs in writing. Any notice delivered aforesaid shall be effective on the date of the personal delivery, or on the date of facsimile or email transmission, unless transmitted outside of the regular business hours of the receiving party, in which case it shall be deemed delivered on the next Business Day, and any notice mailed as aforesaid shall be effective three (3) Business Days after the mailing thereof, provided that where interruption of mail services is likely by reason of any strike or other labour dispute, notice shall be given by personal delivery, email or facsimile transmission.
- 11.3 Each Contract Administrator shall ensure that detailed maintenance and communications logs and other records relevant to the Routine Maintenance and Repair requirements of this Agreement ("Maintenance Records") are maintained with respect to the respective parties' obligations under this Agreement. These Maintenance Records shall be available for review and/or copying by the other municipality upon request and during regular business hours, unless the exchange of such Records would be contrary to law or the terms of the party's insurance coverage. Any records reviewed and /or copied pursuant to this provision shall be kept in strict confidence, subject only to the requirements of applicable privacy and freedom of information law and any other provisions of this Agreement.
- 11.4 The Contract Administrators shall meet on a regular basis and in any event, no less than once every six (6) months, in order to discuss issues arising due to the obligations contained in this Agreement.
- 11.5 Each Contract Administrator shall be responsible for providing the other party with written notice as soon as reasonably possible after he or she becomes aware of the following:
- i. The amalgamation of one party's jurisdiction with another jurisdiction;
 - ii. Any proposed change of name or reorganization of one party's jurisdiction;
 - iii. Any proposed change of name of any Highway listed in Schedules "A" or "B"; or
 - iv. Any proposed change of classification of any Highway as listed in Schedules "A" or "B".
- 11.6 In the event of any changes to Schedules "A" or "B" identified in sections 11.5(iii) and (iv), the party proposing to make the change shall not make said change without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11.7 In the event of any authorized changes identified in sections 11.5(i), (ii) and

(iii), this Agreement shall be amended accordingly.

11.8 For greater certainty, the changes identified in sections 11.5 (iv) shall not require an amendment to this Agreement.

12.0 DISPUTE RESOLUTION

12.1 In the event of a dispute between the parties arising pursuant to this Agreement the Contract Administrators agree to engage in good faith negotiations with a view to resolving the dispute.

12.2 In the event the Contract Administrators are unable to resolve a dispute within twenty (20) calendar days after the date the dispute arose, the parties agree to appoint a Committee comprised of three (3) members per party ("Dispute Committee") in order to attempt to resolve the dispute.

12.3 In the event the Dispute Committee is unable to resolve the dispute within thirty (30) calendar days as of the date the dispute was brought before the Dispute Committee, the parties agree to submit the dispute to arbitration under the rules of the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended and as it exists from time to time.

12.4 Nothing contained herein shall be construed as waiving any additional rights in law or in equity of either party with respect to this Agreement.

13.0 INTERPRETATION

13.1 This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. All other responsibilities, duties, liabilities or other rights and/or powers of the respective jurisdictions, statutory or otherwise, remain unaffected unless specifically addressed herein.

14.0 GENERAL PROVISIONS

14.1 This Agreement comes into force on the date first above written and shall continue in force for a period of five (5) years therefrom. Unless terminated in accordance with s.14.3, this Agreement shall automatically renew for another term of five (5) years.

14.2 No amendment or variation to this Agreement or of any of the terms hereof shall be binding upon the parties hereto, unless the same is in writing and properly authorized and executed by both parties to this Agreement.

14.3 This Agreement may be terminated by either party for any reason whatsoever upon sixty (60) calendar days prior written notice to the Contract Administrator of the other party.

14.4 This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14.5 Neither party shall assign or transfer any or all of its rights or duties or obligations under this Agreement without the prior written consent of the other party.

14.6 It is understood and agreed by the parties hereto that they are and shall be independent contractors and that nothing herein is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, fiduciary, employee, or servant of the other for any purpose.

14.7 Time shall be of the essence of this Agreement and of every part hereof and no

extension or variation of this Agreement shall operate as a waiver of this provision.

- 14.8 If any provision of this Agreement is held to be invalid, void or unenforceable, then the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 14.9 The insertion of headings in this Agreement is for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 14.10 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and shall be read with all changes in number and gender as may be required by the context.
- 14.11 This Amendment may be executed in any number of counterparts and delivered by electronic means, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

15.0 DEFAULT

- 15.1 Notwithstanding any of the foregoing, in addition to any other remedies available at law or in equity, in the event that one party defaults in the performance of its obligations under this Agreement, the other party has the option of performing said obligations to the extent of the deficiency and charging the defaulting party for said services, including without limitation, all personnel, administrative and/or other related costs thereto.
- 15.2 No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed to or construed to be a consent to or waiver of, any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights hereunder.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF the Corporate Seals of each of the parties hereto have been affixed and duly attested by the respective authorized signing officers:

Approved as to Content:
E.S.
Director of Transportation
Operations & Maintenance,
City of Hamilton

Approved as to Form:
A. Dam
Amanda Dam, Solicitor
Legal Services – City of
Hamilton

CITY OF HAMILTON

Per: [Signature]
Fred Eisenberger, Mayor

Per: [Signature]
Janet Pilon, Acting City Clerk

Date: May 23, 2019

We have authority to bind the corporation

THE CORPORATION OF THE TOWN OF MILTON

Per: [Signature]
Paul Cripps –
Commissioner, Engineering Services

Date: April 30/19

I have authority to bind the corporation

OFFICE OF THE CLERK
APPROVED BY COUNCIL
DATE: June 27, 2007
AUTHORITY PW 07-010, Item 14
INTL CW YEAR/FILE 2019-13980

Schedule "A"

CITY OF HAMILTON SCHEDULE OF HIGHWAYS

HIGHWAY NAME	SECTION LIMIT (FROM)	ROAD SURFACE TYPE	# OF STRUCTURES	ROAD CLASS	Routine M&R* Lane KM
	SECTION LIMIT (TO)				
Milborough Town Line	Derry Road	Hardtop	0	4	2.302
	Concession 10 East				
Milborough Town Line	Campbellville Road	Hardtop	0	4	4.531
	The Boundary				
Total Length of Highway (Lane km)					6.833km

* M&R = Maintenance and Repair

Schedule "B"

TOWN OF MILTON SCHEDULE OF HIGHWAYS

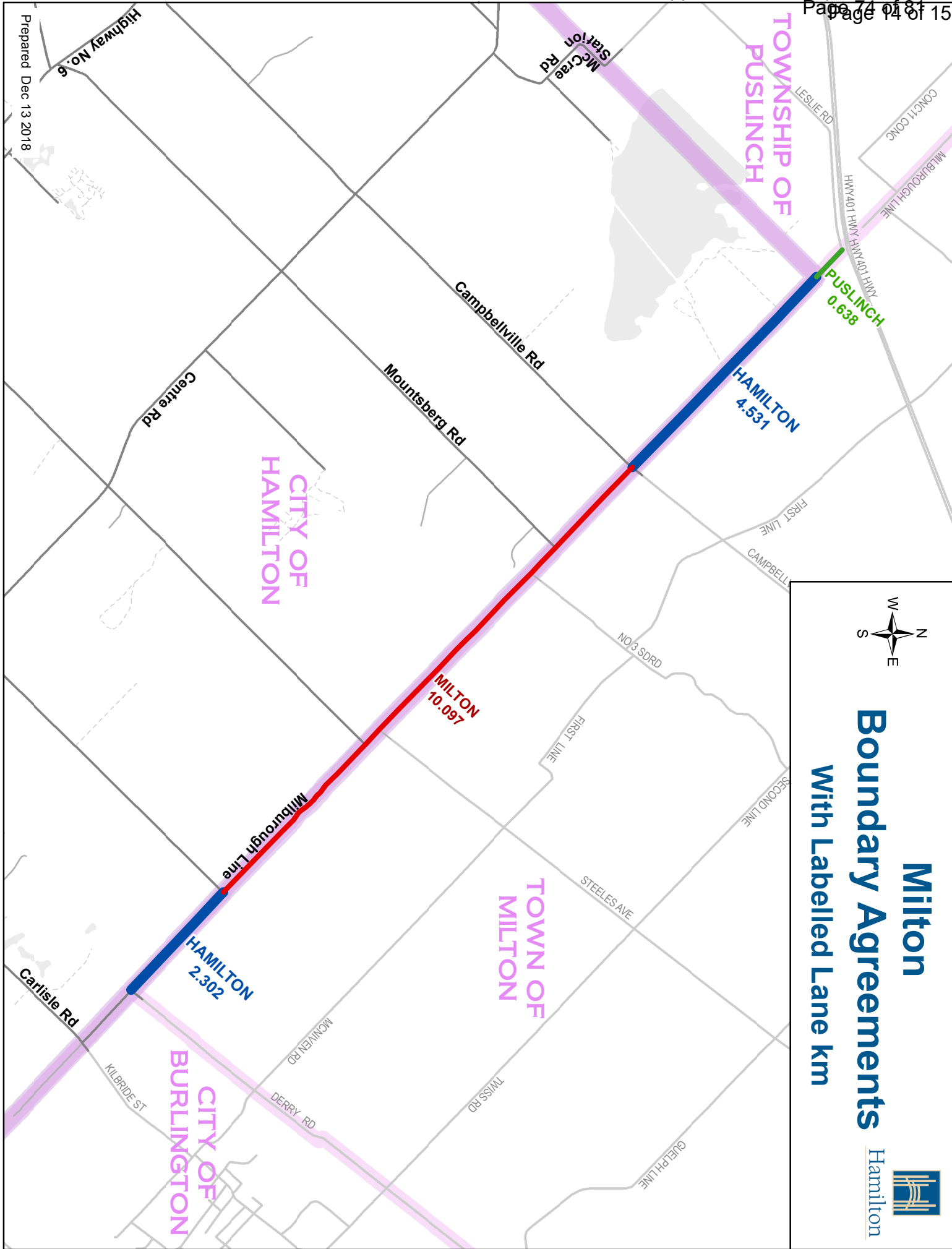
HIGHWAY NAME	SECTION LIMIT (FROM)	ROAD SURFACE TYPE	# OF STRUCTURES	ROAD CLASS	Routine M&R* Lane KM
	SECTION LIMIT (TO)				
Milborough Town Line	Concession 10 East	Hardtop	0	4	10.118
	Campbellville Road				
Total Length of Highway (Lane km)					10.118km

* M&R = Maintenance and Repair

Schedule "C"

CITY OF HAMILTON – TOWN OF MILTON JOINT BOUNDARY MAP

See next page



Milton

Boundary Agreements

With Labelled Lane km



Prepared Dec 13 2018

Schedule "D"

ROUTINE MAINTENANCE AND REPAIR COST SCHEDULE

Annual Routine Maintenance and Repair Cost Variance: City of Hamilton to pay Town of Milton for the Town of Milton's undertaking of a greater share of the Routine Maintenance and Repair as outlined in the table below. Annual rate is subject to change pursuant to section 8.3 of the Agreement.

Town of Milton – Lane KM	City of Hamilton – Lane KM	Variance KM (Milton – Hamilton Lane KM)	Cost Per Lane KM	Allocation (50%)	Administration Fee (10%)	Total Paid by City of Hamilton
10.12	6.83	3.29	\$5,958.00	=(3.29km x \$5,958.00)/2 =\$9,800.91	\$980.09	\$10,781.00

12.1

CITY OF HAMILTON

MOTION

Public Works Committee: May 29, 2023

MOVED BY COUNCILLOR M. WILSON

SECONDED BY COUNCILLOR.....

Expansion of Pollinator Beds and Addition of Murals at York Boulevard Parkette 2, Hamilton (Ward 1)

WHEREAS, York Boulevard is a gateway into the City of Hamilton and currently includes several pollinator patches in the parkettes and medians;

WHEREAS, the Hamilton Naturalist’s club has been actively creating and maintaining garden beds and promoting pollinator education at York Boulevard Parkette 2;

WHEREAS, the City of Hamilton has achieved Bee City status and is committed to upkeep the Bee City Vision through the protection and support of pollinators and habitat creation; and

WHEREAS, the planting of perennials and native plants contributes to biodiversity across the City and community murals help to celebrate and inform residents about nature and pollinator habitat.

THEREFORE, BE IT RESOLVED:

- (a) That funding in the amount of \$30,000 to the Hamilton Naturalist’s club for the expansion of garden beds and addition of murals at York Boulevard Parkette 2 in order to contribute to pollinator habitat and community education, to be funded from the Ward 1 Special Capital Re- Investment Discretionary Fund (#3302109100) be approved;
- (b) That the Mayor and City Clerk be authorized and directed to approve and execute all required agreements and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.

CITY OF HAMILTON

MOTION

Public Works Committee: May 29, 2023

MOVED BY COUNCILLOR J. BEATTIE.....

SECONDED BY COUNCILLOR M. FRANCIS.....

Active and Sustainable School Travel Project (Ward 9)

WHEREAS, the Active and Sustainable School Travel (ASST) program has been operating in Hamilton schools for 20 years and throughout this time, Transportation Planning – Sustainable Mobility and Public Health have been the partners in leading this work for the City in partnership with School Boards as guided by the Active and Safe School Travel Charter;

WHEREAS, many partners have participated in the ASST initiative including McMaster University, Mohawk College, Civic Plan, LURA, Hamilton Police Services, Bike for Mike and the Daily School Route (DSR), and each has contributed to implementation, research and partnerships that have evolved the program over time;

WHEREAS, the City and its partners are at a point where it is appropriate to re-confirm and extend partnerships and programs to better serve our school communities and have full alignment in meeting future goals and milestones, while further testing the school travel approach on a larger scale;

WHEREAS, the DSR, a part of the Bike for Mike not-for-profit organization, has developed a structured and robust approach to school travel that creates active transportation systems for kids with the aspiration of 100% of students walking/wheeling to/from school daily, which has been tested in multiple schools and has involved the City, School Boards and Civic Plan as partners;

WHEREAS, Ward 9 has ten elementary schools located in areas with a variety of land-use and transportation network characteristics, with many experiencing safety, traffic and parking challenges that could be addressed through active and safe school travel initiatives; and

WHEREAS, the DSR approach to active and safe school travel involving a comprehensive route strategy and safety review, has strong potential to address the school travel challenges in Ward 9 with a high potential for sustainable change.

THEREFORE, BE IT RESOLVED:

- (a) That the General Manager of Planning and Economic Development be given the delegated authority to establish an agreement with Daily School Route (DSR), a part of the Bike For Mike not-for-profit organization, to deliver school engagement and behaviour change programs on behalf of the Active and Sustainable School Travel (ASST) program in partnership with Transportation Planning - Sustainable Mobility, the lead coordinating group, Public Health Services - Chronic Disease Prevention and Transportation Operations - Road Safety, in a form satisfactory to the City Solicitor;
- (b) That Ward 9 be selected as an initial test case for the application of the Daily School Route (DSR) approach under the proposed agreement outlined in recommendation (a) between the City and the DSR;
- (c) That the estimated cost of \$85,000 to fund the Daily School Route (DSR) work to provide school travel planning services and tools for schools in Ward 9 be funded through S.C. Compensation Royalties (Terrapure Landfill) Reserve 117036; and
- (d) That staff report back to Public Works Committee on the outcomes of the Ward 9 school travel planning initiatives undertaken by the City and the Daily School Route (DSR) following implementation.

12.3

CITY OF HAMILTON

MOTION

Public Works Committee: May 29, 2023

MOVED BY COUNCILLOR M. WILSON.....

SECONDED BY COUNCILLOR

Non-Verbal Communication Panels in Parks (Ward 1)

WHEREAS, a non-verbal communication panel is a board with images that assists non-verbal individuals to communicate more easily;

WHEREAS, these types of panels are being more widely integrated into playgrounds in the City and beyond;

WHEREAS, there are several community parks in Ward 1 that would benefit from this type of panel as part of the playground; and

WHEREAS, the addition of the panels supports enhanced inclusivity at playgrounds.

THEREFORE, BE IT RESOLVED:

- (a) That the purchase and installation of Non-Verbal Communication Panels for Parks in Ward 1, to be funded from the Ward 1 Capital Discretionary Account #3302109100 at an upset limit, including contingency, not to exceed \$21,000, be approved;
- (b) That the Mayor and City Clerk be authorized and directed to execute any required agreement(s) and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.

CITY OF HAMILTON

MOTION

Public Works Committee: May 29, 2023

MOVED BY COUNCILLOR T. JACKSON.....

SECONDED BY COUNCILLOR

Dedication of the Sun Shelter in Honour of Dona Campbell and a Park Bench in Honour of Glen Campbell at Templemead Park, 30 Independence Drive (Ward 6)

WHEREAS, the Environmental Services Division of Public Works offers a Commemorative Park Bench & Tree Program;

WHEREAS, the Commemorative Park Bench & Tree Program provides options to honour an individual or group by donating a bench or tree to a City park which allows for improvements to our parks and inspires community pride and a sense of place;

WHEREAS, the Commemorative Park Bench & Tree Program is operated at full cost recovery through the donations provided;

WHEREAS, Dona Campbell was the first Chairperson of the Templemead Community Council and in 1990 fulfilled the goal of a neighbourhood park in the Templemead Community complete with a play structure for children of all physical abilities and a sun shelter to protect families from the hot sun while at the park;

WHEREAS, Glen Campbell was the behind-the-scenes member of the building of the park, always at Dona’s side and helping at all the fundraisers for Templemead Park;

WHEREAS, Glen Campbell passed away on February 2, 2019, and Dona Campbell passed away on January 23, 2021.

WHEREAS, a memorial will be dedicated to Dona Campbell and to Glen Campbell at Templemead Park in remembrance of their love of community and family; and

WHEREAS, a donation to the Commemorative Park Bench & Tree Program in Ward 6 requires funding approval.

THEREFORE, BE IT RESOLVED:

- (a) That a contribution to the Commemorative Park Bench & Tree Program be funded from the Ward 6 Special Capital Re-Investment Discretionary Fund (# 3302109300) for the purchase of a Plaque at the Sun Shelter in honour of Dona Campbell and a Park Bench and Plaque in honour of Glen Campbell and Dona Campbell at Templemead Park, 30 Independence Drive, with an upset limit of \$5,000, be approved; and
- (b) That the Mayor and City Clerk be authorized and directed to approve and execute any and all required agreements and ancillary documents, with such terms and conditions in a form satisfactory to the City Solicitor.