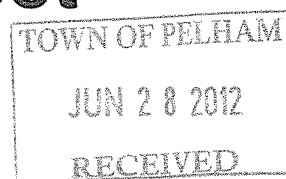


# Township of Wainfleet

*"Wainfleet - find your country side!"*



June 26, 2012

Township of West Lincoln  
318 Canborough St. P.O. Box 400  
Smithville ON L0R 2A0

Dear Ms. Thrower,

**RE: Memorandum of Understanding Between Town of Pelham, Township  
of Wainfleet and Township of West Lincoln**

---

Please find enclosed two copies of the Memorandum of Understanding between the Town of Pelham, Township of Wainfleet and the Township of West Lincoln which have been executed by the Mayor, April Jeffs and the Clerk, Tanya Lamb. A third copy of the document has been forwarded to the Town of Pelham.

Sincerely,

Irene McDonald  
Administrative Assistant – Council and Planning

16-012

Encls.

cc: Town of Pelham

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF PELHAM**

hereinafter referred to as

**"PELHAM"**

**- and -**

**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

**- and -**

**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

hereinafter referred to as

**"THE MUNICIPALITIES"**

**WHEREAS** the municipalities of Pelham, West Lincoln and Wainfleet recognize that possible improvements in service delivery to the public for parking enforcement matters could best be achieved in partnership agreements;

**WHEREAS** the Municipalities are opted-in in accordance with agreements with the Ministry of the Attorney General pursuant to the provisions of legislation known as Bill 25, An Act to Amend the Provincial Offences Act and the Highway Traffic Act in relation to parking infractions;

**WHEREAS** Pelham's parking enforcement systems and procedures are in place and operational;

**WHEREAS** the municipalities deem it necessary to enter into a partnership with Pelham for the provisions of parking enforcement services;

**AND WHEREAS** Pelham agrees to provide such parking enforcement services upon the terms and conditions as set out below;

**NOW THEREFORE** in consideration of the mutual covenants set forth below, Pelham and the Municipalities agree as follows:

1. Pelham hereby agrees to provide the following to the municipalities:
  - (a) use of Pelham's existing infrastructure of personnel and equipment to provide the administration and processing of parking tickets;
  - (b) use of Pelham's parking enforcement officer to provide patrols within the municipal boundaries in accordance with the scheduling as agreed upon between Pelham and the municipalities, provided that Pelham shall have the final determination as to scheduling;
  - (c) parking enforcement services of parking related municipal by-laws including, and limited to, the Regional Municipality of Niagara's (the "Region") parking by-law and the parking by-laws, fire route by-laws and handicapped parking by-laws of the municipalities;
  - (d) prosecution of parking tickets, as required from time to time, when defendants have requested a trial to dispute a particular ticket(s);
  - (e) all forms, and associated accessories necessary to provide the parking enforcement service for the fees as more specifically described below ***except for the printing of tickets.***
2. The Municipalities agree to do the following:
  - (a) pass the necessary by-laws to ensure that uniform parking regulations will apply throughout the Municipalities;
  - (b) appoint, by Council approval, the parking enforcement officer(s) designated by Pelham for the purposes of parking enforcement within the Municipalities;
  - (c) maintain, in good standing, an Authorized Requestor Agreement with the Ministry of Transportation;
  - (d) provide all necessary information to Pelham required for efficient enforcement of the by-laws including, but not limited to, clearly labelled maps of the municipal road systems in the Municipalities, certified copies of the applicable by-laws and routes indicating problem parking areas;

- (e) maintain approval from the Ministry of the Attorney General for set fines for parking offences in the applicable by-laws;
  - (f) pay Pelham an hourly fee as set out in Appendix A attached hereto for all services that are rendered by the parking enforcement officer;
  - (g) pay Pelham for their share of the Annual Overhead Costs as set out in Appendix A attached hereto. Such costs will be invoiced by Pelham on a quarterly basis.
  - (h) pay all required fees as set out in the Authorized Requestor Agreement;
  - (i) the fees and charges outlined in this agreement will be subject to annual review and adjustments to reflect actual costs to the Town of Pelham as reported to the Municipalities by the Town of Pelham in an annual statement showing such real costs to the Town of Pelham; and,
  - (l) pay for the printing of parking tickets based on the percentage of tickets issued in each municipality.
3. The Municipalities shall be entitled to receive one hundred percent (100%) of all revenues from all fines collected for offences within each respective municipal boundary.
4. This Memorandum of Understanding shall take effect from the date by which each of the municipal partners have approved it and shall remain in effect unless suspended, terminated or revoked regardless of whether there is a change in the persons of the parties.
5. Any party may terminate the participation of another party (the "Other Party") in this Memorandum of Understanding immediately upon any breach by the Other Party of its obligations and covenants contained herein; provided, however, that said party before terminating this agreement has given the Other Party notice of such breach and fifteen (15) days to correct such breach.
6. Any party may terminate its participation in this Memorandum of Understanding for any reason upon giving ninety (90) days written notice to the other parties.
7. Any notice or other writing required or permitted to be given under this agreement to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by facsimile or other form of recorded communication tested prior to transmission to the other party. Any mailed notice shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by facsimile or other form of recorded communication shall be deemed given and received on the first business

day after its transmission. For the purpose of this agreement "business day" shall mean a day other than Saturdays, Sundays, holidays and all other days when the municipal offices are not open for the transaction of business with the public. For the purpose of this, notice shall be given:

To Pelham at:                   20 Pelham Town Square  
P.O. Box 400  
Fonthill ON L0S 1E0  
Facsimile No. (905) 892-5055

To West Lincoln at:       Box 400  
318 Canborough Street  
Smithville ON L0R 1A0  
Facsimile No. (905) 957-3219

To Wainfleet at:           P.O. Box 40  
31940 Highway 3  
Wainfleet ON L0S 1V0  
Facsimile No. (905) 899-2340

8. The provisions of this Memorandum of Understanding shall receive such fair, large and liberal construction and interpretation as will best ensure the attainment of the objectives of the partnership.
9. If any term, clause or provision of this Memorandum of Understanding shall be judged to be invalid, the validity of any other term, clause or provision shall not be affected and any such invalid term, clause or provision shall be deleted from this agreement;

**IN WITNESS WHEREOF** the parties hereto have executed this Memorandum of Understanding.

DATED AT Pelham THIS 8 DAY OF March 2012.

**THE CORPORATION OF THE TOWN OF PELHAM**

March 8/12  
Witness

March 8, 2012  
Date

Per: [Signature]  
MAYOR D AUGUSTYN

Per: [Signature]  
TOWN CLERK NANCY J. BOZZATO

**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Per: [Signature]  
Mayor

Per: [Signature]  
Clerk

**THE CORPORATION OF THE TOWNSHIP OF WAINFLEET**

[Signature]  
Witness  
[Signature]  
Date

Per: [Signature]  
Mayor

Per: [Signature]  
Clerk

**PARKING ENFORCEMENT  
SHARED SERVICES AGREEMENT  
2012 CALCULATION OF SHARED EXPENDITURES (2.5% Increase)**

**Annual Overhead Costs directly related to Processing parking tickets (Charged on % of tickets issued)**

***Administrative Costs***

**Administrative Assistant Costs**

Hours worked per day	1.25	
Wage rate per hour (\$26.11 X 29% benefit allocation)	\$ 33.68	
Annual Administrative Assistant allocation to Parking Enforcement (1.25 hours X \$33.86 rate X 260 average working days)		\$ 10,946.62

***Shared Overhead Costs***

Town of Pelham overhead costs (utilities, telephone, photocopy, etc.)	\$ 1,500.00	
By-law enforcement annual expenditures (office supplies, uniforms etc.)	1,000.00	
Annual Shared Overhead allocation to Parking Enforcement		\$ 2,500.00

---

<b>Total Annual Overhead Costs allocation to Parking Enforcement</b>	<b>\$ 13,446.62 *</b>
--	-----------------------

---

**Calculation of Per hour Parking Enforcement Rate**

**By-law Supervisor Costs**

Percentage of time spent on Parking Enforcement per hour cost	0.05	
Wage rate per hour (\$29.60 X 29% benefit allocation)	38.18	
Hourly rate for By-law Supervisor (\$38.18 X .05%)		\$ 1.91

**Parking Enforcement Officer**

Hourly rate for Parking Enforcement Officer (\$13.84 X 10% benefits)	\$ 15.22
--	----------

<b>Total Cost per hour for Parking Enforcement</b>	<b>17.13 **</b>
--	-----------------

\* Total annual costs are distributed annually to each Municipality based on % of tickets processed for that Municipality.

\*\* Parking Enforcement Costs are charged directly to Municipality per hour enforcement occurs.

**PARKING ENFORCEMENT  
SHARED SERVICES AGREEMENT  
2013 CALCULATION OF SHARED EXPENDITURES (2.5% increase)**

**Annual Overhead Costs directly related to Processing parking tickets (Charged on % of tickets issued)**

***Administrative Costs***

**Administrative Assistant Costs**

Hours worked per day	1.25	
Wage rate per hour (\$26.76 X 29% benefit allocation)	\$ 34.52	
Annual Administrative Assistant allocation to Parking Enforcement (1.25 hours X \$34.52 rate X 260 average working days)		\$ 11,219.13

***Shared Overhead Costs***

Town of Pelham overhead costs (utilities, telephone, photocopy, etc.)	\$ 1,500.00	
By-law enforcement annual expenditures (office supplies, uniforms etc.)	1,000.00	
Annual Shared Overhead allocation to Parking Enforcement		\$ 2,500.00

---

<b>Total Annual Overhead Costs allocation to Parking Enforcement</b>	<b>\$ 13,719.13 *</b>
--	-----------------------

---

**Calculation of Per hour Parking Enforcement Rate**

**By-law Supervisor Costs**

Percentage of time spent on Parking Enforcement per hour cost	0.05	
Wage rate per hour (\$30.34 X 29% benefit allocation)	39.14	
Hourly rate for By-law Supervisor (\$37.00 X .05%)		\$ 1.96

**Parking Enforcement Officer**

Hourly rate for Parking Enforcement Officer (\$14.19 X 10% benefits)	\$ 15.61
--	----------

<b>Total Cost per hour for Parking Enforcement</b>	<b>17.57 **</b>
--	-----------------

\* Total annual costs are distributed annually to each Municipality based on % of tickets processed for that Municipality.

\*\* Parking Enforcement Costs are charged directly to Municipality per hour enforcement occurs.