



THE COROPORATION OF THE TOWNSHIP OF WAINFLEET
REGULAR MEETING OF COUNCIL AGENDA **AS AMENDED**

APRIL 20, 2021 – 7:00 P.M.

ELECTRONIC PARTICIPATION

*Please be advised that due to the Provincial Stay-At-Home Order,
Council meetings will be held by electronic participation only.
The proceedings of the meeting will streamed live.*

C10/21

- 1. Call to Order**
- 2. Land Acknowledgement Statement**
- 3. Disclosures of Interest and the General Nature Thereof**
- 4. Mayor's Announcements & Remarks**
 - a) National Day of Mourning Proclamation
- 5. Councillor's Announcements & Remarks**
- 6. Adoption of Previous Council Minutes**
 - a) Minutes of the regular meeting held March 30, 2021
- 7. Public Meeting**
- 8. Delegations**
- 9. Staff Reports & Recommendations**
 - a) Administrative Staff Reports
 - i. ASR-008/2021 Re: Cancellation, Reduction and Refund of Property Tax
 - ii. ASR-009/2021 Re: COVID-19 Impact Report
 - iii. ASR-010/2021 Re: Short Term Rentals
 - iv. ASR-011/2021 Re: 2021 Summer Lakeshore Area Management Strategy
 - b) By-law Enforcement Staff Reports
 - i. BESR-005/2021 Re: Review of Parking and Traffic By-law No. 010-2018

c) Drainage Staff Reports

- i. DSR-008/2021 Re: Agreement on Share of Assessment

d) Fire Staff Reports

- i. MEMORANDUM Re: Apparatus Update
- ii. MEMORANDUM Re: Central Fire Station Project Update
- iii. FSR-005/2021 Re: Award of Tender for Rescue-Pumper Apparatus

e) Public Works Staff Reports

- i. PWSR-005/2021 Re: Award for Engineering Services for Gents Road Bridge
- ii. PWSR-006/2021 Re: Award for Waterproofing and Resurfacing of Misener and Buliung Bridges
- iii. PWSR-007/2021 Re: Award for Tender for Calcium Chloride for 2021-2023
- iv. PWSR-008/2021 Re: Contracting Out Services
- v. PWSR-009/2021 Re: Site Alteration By-law

f) Administrative Memorandum

- i. MEMORANDUM Re: Clean Yards By-law & Noise By-law

10. Review of Correspondence

a) C-0123-2021

Avondale Stores Limited requesting a letter of approval for the sale of alcohol on Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Family Day

11. By-laws

- a) By-law No. 012-2021 being a by-law to amend By-law No. 010-2018 being a By-law to regulate traffic and parking in the Township

- b) By-law No. 013-2021 being a by-law to amend By-law No. 020-2014 being a By-law to establish a system for administrative penalties respecting the stopping, standing and parking of vehicles

- c) By-law No. 014-2021 being a by-law to appoint a Municipal By-law Enforcement Officer for the Township of Wainfleet

12. Notices of Motion

13. Closed Meeting

14. Rise & Report

15. By-law to Confirm the Proceedings of Council

- a) By-law No. 015-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 20th day of April, 2021

16. Adjournment



THE CORPORATION OF THE TOWNSHIP OF WAINFLEET REGULAR MEETING OF COUNCIL MINUTES

C09/2021

Date: March 30, 2021

6:00 p.m.

Council Chambers

PRESENT:	K. Gibson	Mayor
	D. Cridland	Councillor (Electronic Participation)
	T. Gilmore	Councillor
	J. MacLellan	Councillor
	S. Van Vliet	Councillor
STAFF PRESENT:	W. Kolasa	Chief Administrative Officer
	M. Alcock	Fire Chief
	M. Ciuffetelli	Deputy Clerk
	A. Dashwood	Administrative Assistant
	L. Gudgeon	Manager of Human Resources
	S. Ivins	Planner
	M. Jemison	Drainage Superintendent
	M. Luey	Treasurer/Mgr of Corporate Services
	R. Nan	Manager of Operations
	M. Tardif	By-law Enforcement Officer

C09/21

- 1. Call to Order**
Mayor Gibson called the meeting to order at 6:00 p.m.
- 2. Disclosures of Interest and the General Nature Thereof**
- 3. Closed Meeting**

Resolution No. C-2021-071

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT Council now move into closed session to discuss:

- a) Item under Section 239(2)(b)(d) of the Municipal Act, 2001, personal matters about an identifiable individual, including municipal or local board employees; labour relations of employee negotiations – 1 item (an administrative review matter)

b) Item under Section 239(2)(c) of the Municipal Act, 2001, a proposed or pending acquisition or disposition of land by the municipality or local board – 1 item (a potential disposition of land matter)

c) Minutes of the closed meetings held January 26 & February 16, 2021

CARRIED

4. Rise & Report

The meeting was called to order at 6:00 p.m. in open session, with a motion presented and passed to move into closed session to receive information regarding an administrative review matter and provided staff direction on a potential disposition of land matter.

A procedural vote was taken to ratify previous closed meeting minutes.

5. Land Acknowledgement Statement

Mayor Gibson acknowledged that the land on which we gather is the traditional territory of Anishinaabeg and Haudenosaunee Peoples, acknowledging the One Bowl and Spoon Treaty.

6. Mayor's Announcements & Remarks

Mayor Gibson announced the following:

- The Township office will be closed Friday April 2 and Monday April 5 for the holiday weekend
- The Wainfleet Volunteer Firefighters Association is holding their COVID-safe fish fry Friday April 2 at the Community Hall starting at 4:30pm.
- We received correspondence today from the Office of the Fire Marshal and Emergency Management confirming that once again the Township is compliant with the Emergency Management and Civil Protection Act. Kudos to our Fire Chief and Community Emergency Management Coordinator, Morgan Alcock and our leadership team for their hard work.
- Our next regular meeting of Council will be held Tuesday, April 20 at 7:00 p.m.

7. Councillor's Announcements & Remarks

None.

8. Adoption of Previous Council Minutes

Resolution No. C-2021-072

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

"THAT the minutes of the regular meeting of Council held March 9 2021 be adopted as circulated."

CARRIED

9. Public Meeting

None.

10. Delegations

a) William Miles, Wainfleet Resident

Seeking Council approval for the use of the arena parking lot for a series of drive-in concerts

Resolution No. C-2021-073

Moved by Councillor Cridland

Seconded by Councillor Van Vliet

“THAT the delegation presentation by William Miles respecting a request for the use of the Wainfleet Arena parking lot for a series of drive-in concerts be received; and

THAT the Manager of Operations be directed to work with Mr. Miles to discuss further details about the events and any potential impact/cost to the Township; and

THAT an information report be provided to Council at an upcoming meeting with the findings.”

CARRIED

11. Staff Reports & Recommendations

a) Administrative Staff Reports

i. ASR-006/2021 Re: COVID-19 Impact Report

Resolution No. C-2021-074

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT Administrative Staff Report ASR-006/2021 respecting COVID-19 Impact Report be received as information.”

CARRIED

- ii. ASR-007/2021 Re: Municipal Act, 2020 Remuneration Reporting

Resolution No. C-2021-075

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT Administrative Staff Report ASR-007/2021 respecting Municipal Act, 2020 Remuneration Reporting be received as information.”

CARRIED

b) Drainage Staff Reports

- i. Memorandum Re: Bridgewater Municipal Drain Court of Revision

Resolution No. C-2021-076

Moved by Councillor MacLellan

Seconded by Councillor Cridland

“THAT the Memorandum from the Drainage Superintendent respecting the Indian Creek Municipal Drain Court of Revision be received for information.”

CARRIED

- ii. DSR-005/2021 Re: Final Reading of the Indian Creek Drain Report

Resolution No. C-2021-077

Moved by Councillor MacLellan

Seconded by Councillor Cridland

“THAT Drainage Staff Report DSR-005-2021 respecting the Final Reading of the Indian Creek Drain Report be received; and

THAT By-law 002-2021 be given a third and final reading and passed.”

CARRIED

- iii. DSR-006/2021 Re: Drainage Program Update

Resolution No. C-2021-078

Moved by Councillor MacLellan

Seconded by Councillor Gilmore

“THAT Drainage Staff Report DSR-006/2021 respecting the Township’s 2020-2021 Drainage Program Update be received;

AND THAT the 2021 municipal drain maintenance program be approved.”

CARRIED

- iv. DSR-007/2021 Re: Casey Drain and Casey Drain North Extension

Resolution No. C-2021-079

Moved by Councillor MacLellan

Seconded by Councillor Van Vliet

“THAT Drainage Staff Report DSR-007/2021 respecting the Casey Drain and Casey Drain North Extension be received;

AND THAT Council direct staff to discuss improvement options for the Casey Drain and Casey Drain North with qualified Drainage Engineer’s.”

CARRIED

c) Fire Staff Reports

- i. Memorandum Re: Fire Safety Grant

Resolution No. C-2021-080

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“WHEREAS the Province of Ontario has announced a one-time grant to municipal fire services to assist in challenges associated with training and virtual inspections due to the COVID-19 pandemic;

AND WHEREAS the Township has identified a need to provide for improved virtual training infrastructure within each Fire Station for the benefit of its volunteer firefighters;

NOW THEREFORE, be it resolved that the Council of the Township of Wainfleet does support and endorse an application to the Office of the Fire Marshall under the 2020/2021 Fire Safety Grant Application Program for computer hardware and software to facilitate virtual training in each of the Township's Fire Stations."

CARRIED

d) Planning Staff Reports

- i. PSR-006/2021 Re: Removal of Holding (H) Symbol – File No. Z05/2021W Vacant Lot Lambert Road

Resolution No. C-2021-081

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

"THAT Planning Staff Report PSR-006/2021 respecting Removal of Holding (H) Symbol – File No. Z05/2021W Vacant Lot Lambert Road be received; and

THAT Council enact an amending by-law to remove the Holding (H) Symbol for the development of lands described as Concession 5 Part Lot 6 RP 59R-515 Part 3 in the Township of Wainfleet, attached as Appendix "B"; and

THAT Council authorize the Mayor and Clerk to execute the development agreement attached as Appendix "C".

CARRIED

e) Public Works Staff Reports

- i. PWSR-003/2021 Re: Award of Tender for Loader/Backhoe

Resolution No. C-2021-082

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

"THAT Public Works Staff Report PWSR-003/2021 respecting Award of Tender for Loader/Backhoe be received;

AND THAT Council authorize the Manager of Operations to purchase a 2021 580SN Case Loader/Backhoe from Strongco Corporation, being the lowest bid submitted."

CARRIED

- ii. PWSR-004/2021 Re: Award of Tender for Pick-up Truck

Resolution No. C-2021-083

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT Public Works Staff Report respecting PWSR-004/2021 respecting the award of a tender for a pick-up truck be received;

AND THAT Council authorize the Manager of Operations to award the tender for the purchase of one (1) 2021 GMC Sierra, Regular Cab, 2 Door, 2-Wheel Drive, Full Size Pick-Up Truck to Niagara Motors in the amount of \$32,500 plus HST”

CARRIED

12. Review of Correspondence

- a) Correspondence Item No. C-091-2021

Invitation to participate in World Autism Awareness Day by raising an autism awareness flag on Thursday, April 6, 2021

Resolution No. C-2021-084

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT Correspondence item No. C-091-2021 respecting an invitation to participate in World Autism Awareness Day by raising the Autism Awareness flag on April 6, 2021 be received and supported.”

CARRIED

13. By-laws

Resolution No. C-2021-084

Moved by Councillor Cridland

Seconded by Councillor MacLellan

- a) By-law No. 002-2021 being a by-law to provide for drainage works in the Township of Wainfleet in the Region of Niagara (Indian Creek Drain) – Third and Final Reading

- b) By-law No. 010-2021 being a by-law to amend the Corporation of the Township of Wainfleet Zoning By-law 034-2014 pursuant to Section 36 of the Planning Act, R.S.O. 1990.

CARRIED

14. Notices of Motion

- a) Councillor Van Vliet Re: No Parking Signs on Tunnacliffe Road North (Notice was provided at the March 3 2021, regular meeting of Council)

Resolution No. C-2021-086

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT the Township establish “no parking” zones on both sides of Tunnacliffe Road North, from Regional Road 27 to a point just south of the first driveway, south of Regional Road 27.”

CARRIED

Councillor Gilmore provided notice that he would be bringing forth a motion at the next regular meeting of Council respecting Niagara Regional Governance.

At this point in the meeting Councillor Gilmore requested that Council waive the procedure by-law to allow for 2 motions to be introduced and considered at this meeting.

Resolution No. C-2021-087

Moved by Councillor Van Vliet

Seconded by Councillor MacLellan

“THAT the provisions set out in section 14.10 (Notice of Motion) of Council’s Procedure By-law No. 058-2019 be waived to allow for a motion to be introduced and considered at its meeting held March 30, 2021.”

CARRIED

Resolution No. C-2021-088

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT the following By-laws be brought back to Council for review at the next regular meeting of Council scheduled for April 20, 2021:

- i. Clean Yards By-law No. 073-2019
- ii. Noise By-law No. 042-2018.”

CARRIED

15. Closed Meeting

None.

16. Rise & Report

None.

17. By-law to Confirm the Proceedings of Council

Resolution No. C-2021-089

Moved by Councillor Gilmore

Seconded by Councillor MacLellan

“THAT By-law No. 011-2021 being a by-law to adopt, ratify and confirm the actions of the Council at its meeting held on the 30th day of March, 2021 be read and passed this 30th day of March, 2021.”

CARRIED

18. Adjournment

There being no further business, the meeting was adjourned at 8:42 p.m.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

TO: Mayor Gibson & Members of Council

FROM: Sherry Mayne, Deputy Treasurer

DATE OF MEETING: April 20, 2021

SUBJECT: **Cancellation, reduction or refund of Property Tax for the 2020 Taxation Year (November 15 - December 31)**

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-008/2021 respecting cancellation, reduction and refund of property tax be received;

AND THAT Council approve the attached application pursuant to Section 357 of the Municipal Act, 2001, numbered 2020-02 to write off taxes in the amount of \$99.15

EXECUTIVE SUMMARY:

The purpose of this report is to seek Council approval in order to cancel, reduce or refund property tax of the applicant in accordance with the recommendations of the Municipal Property Assessment Corporation (MPAC) Assessor.

BACKGROUND:

Under section 357/358 of the Municipal Act, 2001, as amended, an application to the Council may be made by a taxpayer for the cancellation, reduction or refund of tax levied in the current year for specific purposes.

Once received and processed by staff, the application is forwarded to the Municipal Property Assessment Corporation (MPAC) for their recommendation. These applications are then returned to the municipality for calculation of monetary value of tax reduction.

Section 357 Application Number 2020-02 was received and submitted to MPAC for a valuation of the damages as related to the property's assessment.

OPTIONS/DISCUSSION:

Staff has prepared the attached summary report encompassing the application received to date and submit such report to council for approval. It is a rarity that any recommendation is challenged by the taxpayer, however, if such did occur, staff would request MPAC to attend the council meeting to defend or amend the recommendation.

FINANCIAL CONSIDERATIONS:

Application Number 2020-02 under Section 357/358 has been received and requires Council's approval. The total amount of reduction or cancellation of taxes is \$99.15, of which \$44.25 is the municipal portion.

OTHERS CONSULTED:

- 1) MPAC

ATTACHMENTS:

- 1) Appendix "A" –MPAC Response
- 2) Appendix "B" – Tax Reduction Worksheet.

Prepared by,

Maryann Sheets
Tax Clerk

Respectfully submitted by,

Approved by,

Sherry Mayne,
Deputy Treasurer

William Kolasa,
Chief Administrative Officer/Clerk

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) [REDACTED]
 [REDACTED]
 Roll number 2714-000-006-13200-0000
 Property location 12887 OLD LAKESHORE RD W
 Property description WAINFLEET CON 1 PT LOT 28 AND RP 59R13831 PART 4
 Municipality/Local taxing authority WAINFLEET TOWNSHIP
 Application number 2020-02
 Application reason Damaged and Substantially Unusable
 Received date February 05, 2021
 Claim relief period From: November 15, 2020 - To: December 31, 2020
 Taxation year 2020

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed 2017 Value	2018	2019	2020/2021	
OWNR RU R T	361,000	350,000	350,000	350,000	350,000	
Total	361,000	350,000	350,000	350,000	350,000	

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020/2021
OWNR RU R T 305,303	305,303	296,000	296,000	296,000	296,000	296,000
Total	305,303	296,000	296,000	296,000	296,000	296,000

MPAC Remarks

2020 Tax App - property rendered unsafe due to damage to foundation caused by Lake Erie storm of Nov 15, 2020 - confirmed with Building Inspector - Town of Wainfleet, that an order to comply due to home being unsafe - foundation issues.

MPAC Representative:

John Cole

Date:

March 29, 2021

Summary Report - Tax Liability Calculations

Appendix 'B'

<i>Tax Reduction</i>	Section Reason	Application No.	Effective Date	Roll # Address	Tax Class	Assessment Change	Total Adj	Municipality	Region	Waste Mgmt	School Board
	357	2020-02	Nov. 15/20- Dec. 31/20	271400000613200 12887 Old Lakeshore Rd	RT	54,000	99.15	44.25	40.19	4.06	10.64
<i>Tax Year</i>	2020	No. of Days: 47				Total Adj.	99.15	44.25	40.19	4.06	10.64

ADMINISTRATIVE STAFF REPORT

ASR-009/2021

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, Chief Administrative Officer

DATE OF MEETING: April 20, 2021

SUBJECT: COVID-19 Impact Report

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-0XX/2021 respecting COVID-19 Impact Report be received as information.

EXECUTIVE SUMMARY:

The Township of Wainfleet continues to operate under a formally declared state of emergency (declared on April 3, 2020, in collaboration with Niagara Region and its constituent lower tier municipalities) due to the worldwide COVID-19 Pandemic.

The Township continues to monitor the COVID-19 situation and guide appropriate responses to ensure the safety of the community and staff while providing for continuity of municipal services.

DISCUSSION:

Current COVID-19 Status

Effective Saturday April 3, 2021, a series of time-limited public health and workplace safety measures were implemented by the Province of Ontario to help to stop the rapid transmission of COVID-19 variants in communities, protect hospital capacity and save lives. Those “Emergency Brake” provisions were originally intended to remain in place for at least four weeks.

However, on April 7, 2021, the Ontario government, in consultation with the Chief Medical Officer of Health and other health experts, declared a third provincial emergency under s 7.0.1 (1) of the Emergency Management and Civil Protection Act (EMPCA) and an escalation of the “Emergency Brake” measures. More specifically, accompanying the provincial emergency declaration was a [province-wide Stay-at-Home order](#) requiring everyone to remain at home except for essential purposes.

The newly amended [O.Reg. 82/20](#) under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, S.O. 2020, c. 17, provides full details of the current Stay-at-Home restrictions.

During the stay-at-home order, the Township of Wainfleet continues to operate and provide services to our residents remotely. Although the physical doors to Town hall will be closed to the public; staff will continue to offer residents, businesses and visitors services by phone, email, website and social media channels. If alternative arrangements need to be made, in-person appointments may be scheduled for critically essential and time sensitive matters only, while ensuring the health and safety of both residents and staff.

The Township's Water Quality Testing Program continues to operate and residents can pick up water sampling kits and drop off completed water samples during normal business hours (Monday-Thursday from 8:30 am – 4:30 pm, and Fridays from 8:30 am to 9:00 am) using our non-contact pickup/drop off procedures.

On April 12, 2021, the Province also [announced](#) that elementary and secondary schools would move to remote learning following this year's spring (April) break. The decision was made in response to the rapid increase in COVID-19 cases, the increasing risks posed to the public by COVID-19 variants and the massive spike in hospital admissions.

The Township's Emergency Control Group continues to meet weekly (or more frequently, if required) to monitor the status of the local and provincial emergency declarations and ensure that Township operations and responses continue to be undertaken appropriately.

COVID-19 Vaccinations

Niagara continues to follow [the Province of Ontario's three-phase vaccine distribution plan](#).

Phase 1 High-risk populations (approximately 1.8 million people)	Phase 2 Mass deliveries of vaccines (approximately 9 million people)	Phase 3 Steady state
December 2020 – March 2021	April 2021 – July 2021	July 2021 onwards
<ul style="list-style-type: none"> • Congregate living for seniors • Health care workers • Adults in First Nations, Métis and Inuit populations • Adult chronic home care recipients • Adults over 80 years old 	<ul style="list-style-type: none"> • Adults aged 60 to 79, in 5-year increments • High-risk congregate settings (such as shelters, community living) • Individuals with high-risk chronic conditions and their caregivers • Those who cannot work from home • At-risk populations 	<ul style="list-style-type: none"> • Adults 59 years and younger
Distribution through: hospital site clinics, mobile teams, site-specific clinics, mass vaccination clinics (late March)	Distribution through: mass vaccination clinics, pharmacies, primary care, site-specific clinics, mobile teams, mobile sites, public health units	Distribution through: mass vaccination clinics, pharmacies, primary care, site-specific clinics, mobile teams, mobile sites, public health units

Wainfleet's first clinic occurred on March 31, 2021 and was successfully attended by in excess of 450 residents.

Clinics continue to operate on a rotating basis and will increase in frequency as Niagara transitions from Phase I to Phase II of the vaccine distribution plan. Most recently, Niagara Region has announced its next round of local clinics. Upcoming clinics include:

Date	City / Town	Location
April 13 - 14	Port Colborne	Vale Health and Wellness Centre
April 15 - 16	Grimsby	Niagara West YMCA
April 17 - 18	Welland	Niagara Centre YMCA
April 19 - 20	Pelham	Meridian Community Centre
April 23 - 27	Niagara Falls	MacBain Community Centre
April 29 - 30	Niagara Falls	MacBain Community Centre
May 3 - 8	West Lincoln	West Lincoln Community Centre
May 10 - 15	Port Colborne	Vale Health and Wellness Centre

Additional dates and locations will be announced as Niagara Region is able to confirm the supply of additional vaccine doses from the Province of Ontario. [Niagara Region's COVID-19 Vaccination webpage](#) details the most current information about vaccines and vaccination processes in the region – including how residents can book their vaccination appointments through the Province of Ontario's booking system.

HISTORY:

On April 3, 2020, the Township of Wainfleet along with Niagara Region and its 11 other local area municipalities jointly declared a State of Emergency under the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E9. The declaration provides the municipality with all options available under the Act to protect the health and safety of its residents.

Prior to the emergency declaration, the Township's Emergency Operations Centre (EOC) had been in partial activation since March 13, 2020. The Emergency Control

Group (ECG) has been meeting regularly since March (daily at first, then on a 48-hour cycle, then a twice-weekly cycle and now a weekly cycle) to monitor the evolving COVID-19 situation at the federal, provincial and regional levels and the related impacts on the municipality. Most recently, the ECG has further scaled back its operations as we continue through this recovery phase – with only key command staff and section chiefs attending the regular weekly meetings, instead of the full ECG complement.

By early June, the Province entered Stage 1 of Phase 2 of the Province's framework for reopening (restart). On June 15, 2020, the Province announced that Niagara Region would be eligible to advance to Stage 2 of Phase 2. And, on July 20, 2020, the Province announced that it would allow Niagara Region to advance into Stage 3 of Phase 2 of the Ontario's Action Plan towards recovery effective July 24, 2020.



In keeping with the gradual approach to reopening Ontario, the Province continues to monitor key public health indicators and as a result of a continuing spike in confirmed COVID cases the Province has initiated a roll back of certain regulations in order to address the current “second wave” facing the Province.

To that end, on November 3, 2020, the Province instituted a 5 phase framework as part of a comprehensive response to a second wave of the coronavirus in an effort to keep Ontario safe and open.

Framework: Adjusting and Tightening Public Health Measures








While the goal of the framework is to have every public health union region in the Province at the Green/Prevent level, the framework is designed to “stack” or “ladder up

or down” depending upon how indicators and trends are occurring locally. If trends are improving, control measures are dropped cautiously, level by level, to attempt to ensure there are no significant community or public health impacts with the rollback of measures.

Throughout the pandemic, the Township’s ECG has continued meeting on a regular basis and has undertaken planning and decision-making guided by four key objectives:

1. To ensure the health, safety and security of the public and staff during the pandemic and through the recovery process.
2. To continue to be able to support Niagara Health, Public Health, Niagara Region and our other partners.
3. To focus on recovery, while continuing to provide essential municipal services.
4. To ensure the Township remains in a financially sustainable condition during this pandemic emergency.

The Township’s Emergency Control Group has developed a corresponding framework demonstrating the Township’s own response to the various provincially established phases.

Township of Wainfleet COVID-19 Response Framework				
 PREVENT	 PROTECT	 RESTRICT	 CONTROL	 LOCKDOWN
<ul style="list-style-type: none"> • Masks required in public areas per O. Reg. • No masks required in communal office spaces • Office open to the public • Office fully staffed (no split shifts) • No office staffing restrictions 	<ul style="list-style-type: none"> • Masks required in public facing areas • No masks required in communal office spaces (Where physical distancing can be maintained) • Office open by appointment only • Office operating on split shifts • No office staffing restrictions 	<ul style="list-style-type: none"> • Masks required in public facing areas • Masks required in communal office spaces • Essential office appointments only • Office operating split shifts • Office staffing restricted (Staff may enter if required after hours during remote week) 	<ul style="list-style-type: none"> • Masks required in public facing areas • Masks required in communal office spaces • Office closed to the public • Office operating split shifts • Office staffing restricted (Staff may enter if required after hours during remote week with CAO consent) 	<ul style="list-style-type: none"> • Masks required in public facing areas • Masks required in communal office spaces • Office closed to the public • Office operating split shifts • Office staffing restricted (Staff may NOT enter office during remote week)

The most current Niagara Region COVID-19 statistical information is updated daily on Niagara Region’s website: <https://www.niagararegion.ca/health/covid-19/statistics/statistics.aspx>

Conclusion

The COVID-19 pandemic continues to pose a real threat to the community as well as the Township's ability to provide services in the same manner as historically delivered. Although the levels of cases of COVID-19 have continued to decrease regionally (with occasional spikes), the threat remains serious and the Township must remain vigilant throughout the recovery phases so that we are able to continue to provide essential services that our residents expect.

The Emergency Control Group continues to meet weekly to monitor and respond to the pandemic with prepared business continuity plans and has been diligently planning for potential future developments. The ECG continues to be dedicated to the safety of staff and the community, while ensuring essential services continue to be delivered without interruption and focusing on business continuity and re-opening the Township in the safest manner possible.

FINANCIAL CONSIDERATIONS:

None.

OTHERS CONSULTED:

- 1) Emergency Control Group

ATTACHMENTS:

None.

Respectfully submitted and approved by,

William J. Kolasa
Chief Administrative Officer

TO: Mayor Gibson & Members of Council

FROM: William Kolasa, CAO

DATE OF MEETING: April 20, 2021

SUBJECT: Short Term Rentals

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-010/2021 respecting Short Term Rentals be received; and

THAT staff be directed to draft a licensing by-law regulating short term rentals in the Township of Wainfleet for review by Council at the next available meeting.

EXECUTIVE SUMMARY:

In Ontario, prior to the COVID-19 pandemic, short-term rentals or “home-sharing” was one of the fastest growing sectors in the economy. While somewhat tempered by the pandemic, interest and growth continues, being driven by various online platforms that host listings and facilitate bookings and payments, including Airbnb and VRBO. According to the provincial guide on home sharing (copy attached), these online platforms are present in over 190 countries across the globe. This growth has resulted in a number of jurisdictions investigating the need for further regulation and/or licensing systems to address short-term rentals and the direct effects that they have on the communities that host such rentals.

This report serves to provide Council with background information regarding the issue of short-term rental accommodations and the various options available to assist Council in making a decision on how such uses should be addressed in the Township.

BACKGROUND:

At its meeting of August 4, 2020, the Council of the Township of Wainfleet enacted the following motion:

Resolution No. C-2020-148

Moved by Councillor Cridland

Seconded by Councillor MacLellan

“WHEREAS the growth of an unregulated sharing economy has required municipalities across Ontario and beyond to look at ways to address the challenges of short term housing rentals, including attempting to balance and maintain affordable housing while protecting communities;

NOW THEREFORE BE IT RESOLVED that staff be directed to investigate and report on the policy considerations of regulating short-term housing uses in the Township, including impacts on affordable housing, tourism, public safety and challenges to existing regulations.”

CARRIED

At its meeting of March 9, 2021; Council directed that staff return the requested report by early May, 2021.

OPTIONS/DISCUSSION:

Short-term Rentals

The term “short-term rentals” is generally used to describe a wide range of rentals that occur over a short period of time; typically from one to three days or a week, but less than a month, within residential dwelling units that fall outside of traditional commercial accommodations such as hotels, motels, tourist establishments and bed and breakfasts. Worldwide, short-term rentals occur in various forms of residential units such as single-detached dwellings, semi-detached dwellings, duplexes, townhouses and apartments, but in the Township of Wainfleet, short-term rentals are most frequently associated with cottage rentals.

Short-term rentals typically occur in one of three different formats:

- Operator’s Residence with Operator Present: A property owner rents one or more bedrooms in the dwelling and is also present in the dwelling. This is similar to a traditional bed and breakfast operations.
- Operator’s Residence with Operator Not Present: A property owner rents the entire dwelling while the dwelling is not being used by the owner, but the owner does continue to use the dwelling themselves the majority of the time. This is similar to a “traditional cottage rental” where the cottage owner may rent their cottage for a few weeks of the year when they are not using it to assist in paying the carrying costs of the cottage.
- Not Operator’s Residence and Operator Not Present: A property owner may purchase a property with no intention of residing or using the property themselves and instead rents it out for short periods of time to generate income. Such uses has been referred to as “ghost hotels” as there can be significant turnover of guests and extended durations of time when the property is unoccupied.

The exact number of short-term rental accommodations in the Township is unknown, however a review of the various online rental platforms identifies well in excess of one hundred short-term rental opportunities at any given time (depending upon search parameters), with a majority of the accommodations along the Lake Erie shoreline. In addition to online rental platforms, other units may be rented through other means (ex. privately via “word of mouth”, through real estate agents, property brokers, etc.).

Existing Township Regulations

Official Plan

The Township of Wainfleet's Official Plan does not contain any specific policies related to short-term rental accommodations.

The Official Plan does, however, contain policies related to Bed and Breakfast Establishments which it defines as follows:

Bed and breakfast means the use of a single family dwelling for the rental of rooms to the traveling public for overnight accommodation on a temporary basis.

The Official Plan permits Bed and Breakfast establishments in all of the Township's residential area designations as well as within the rural and agricultural area provided that:

- a) The use is clearly secondary to the residential use of the property,
- b) It is operated by residents of the household on the lot;
- c) It contains no more than three guest rooms;
- d) The use shall not have a negative impact on the enjoyment and privacy of neighbouring properties;
- e) The proposed use meets the provisions of the zoning by-law with regard to such matters as parking facilities, signage; and,
- f) Any additions to the building or parking area to accommodate the bed and breakfast use shall be compatible with the character and image of the surrounding neighbourhood and shall be subject to Site Plan Control.

Zoning By-law

Like the Official Plan, the Township's Comprehensive Zoning By-law does not contain any specific provisions related to short-term rental accommodations.

Also as in the Official Plan, Bed and Breakfast uses are permitted in residential zones (Residential Hamlet [RH] and Residential Lakeshore [RLS]) and are also permitted as an Accessory Use in Agricultural Zones (Agricultural Transition [A1], Agricultural [A2], Specialty Crop [A3]) and Rural Zones [A4]).

Application of Current Regulations

Generally, Zoning By-laws function by prohibiting all uses of land within a defined area unless the uses are specifically authorized in the Zoning By-law. As a short-term rental accommodations are not specifically identified as a permitted use within the Township's Zoning By-law, it would suggest such a use is not allowed. However, a recent court decision has the effect of countering this interpretation, province-wide.

The ruling by the Ontario Superior Court of Justice in 2015 relates to a case involving the short-term rental of a cottage property in the Township of Puslinch. In that case, an

individual owned a cottage property, which they used themselves but also rented it out when they were not using it. The Township argued that the renting of the cottage was not a residential use but rather represented a tourist establishment use which was not permitted in the zone applicable to the property. The owner in turn argued the use of the cottage was the same, no matter who was using it – be it the owner or the renters. Although recognizing there was a difference in the use, the Court concluded the Township's Zoning By-law did not regulate short-term rentals and was too vague, uncertain and insufficiently specific with respect to the regulation of short-term rentals and was never intended to prohibit short-term rentals. As a result of this decision, in order for a Municipality's Zoning By-law to regulate short-term rentals, the Zoning By-law needs to clearly address the issue of short-term rentals.

In keeping with this court decision, the rental of a dwelling unit on either a short-term or a long-term basis is currently permitted throughout the Township under the existing Official Plan and Zoning By-law framework, and no special approvals or licensing is presently required. Conversely, the rental of a room or a portion of a dwelling would be considered a Bed and Breakfast Establishment under the Township's Zoning By-law and would only be permitted as an accessory use to a single detached dwelling within Residential and Agricultural zones.

Other Township Regulations

The Township's various regulatory by-laws (ex. Clean Yards By-law, Fireworks By-law, Noise Control By-law, Open Air Burning By-law, Public Nuisance By-law, etc.) do also serve to regulate short-term rental uses in the same way that they regulate other land uses in the Township. It is understood some concerns have been raised with respect to short term rentals and activities associated with their use, however Township staff have received very few formal written complaints to date with respect to short term rentals in the Township (outside of concerns that can be addressed via the Township's existing regulatory by-laws).

Impacts of Short -Term Rentals

Short-term rentals can have both positive and negative effects on adjacent properties, neighbourhoods and the local economy. While a specific assessment of community views and identification of specific Wainfleet issues related to short-term rentals has not been fully undertaken; in general the following impacts associated with short-term rentals is known to commonly occur:

Potential Negative Impacts:

- Environmental: issues primarily related to the overloading of sewage disposal systems beyond their intended capacities. This has been addressed in some municipalities by incorporating limits on the number of guests permitted within units through the use of licensing by-laws.
- Parking: it is often reported that the number of vehicles parking at short-term rental units exceed the number of vehicles normally accommodated on a strictly residential property. This can be addressed by requiring short-term rental units

to provide a greater number of parking spaces than may be required for a single detached residential unit.

- **Noise:** noise complaints are frequently cited as concerns associated with short-term rental units. The Township does already have a by-law to regulate noise in the Township which is generally applicable to all properties within the Township.
- **Building Code and Safety:** concerns that short-term rentals may not fully comply with the requirements of the Building Code and the Fire Code. This could be an issue when a dwelling or portion of a dwelling is being rented for gain. Similarly, given the Township's long-standing boil water advisory for all properties along the Lake Erie Shoreline, health concerns regarding drinking water provided within short-term rental units. These are issues that could be addressed via a municipal licensing program via appropriate inspections, notices to renters as well as regular water quality testing requirements for property owners.
- **Housing Affordability:** larger centres have noted that there are instances where the purchase of housing for short-term rental use detracts from the available housing supply; reducing the supply of house and raising housing prices. Similarly, the removal of units from the long-term housing market may negatively impact the supply and affordability of the rental market. As short-term rentals in the Township are primarily associated with recreational dwellings, this does not have the same impact as it does in larger urban centres.
- **Compatibility with Neighbouring Uses:** concerns have been raised about short-term rentals changing the character of neighbourhoods by increasing the number of short-term guests and decreasing the number of long-term residents. This is often more likely in dwellings that are not the owner/operators primary residence (or when the owner/operator is not present) which can exacerbate the potential for neighbourhood issues.
- **Unfair Competition with Traditional Accommodation Providers:** traditional accommodation providers such as tourist establishments may feel that they are not on a level playing field with short-term rentals as the regulations and controls applicable to short-term rentals may be less onerous than those applicable to traditional accommodation providers. Additionally, most traditional tourist accommodation providers pay commercial property taxes while short-term rentals are paying basic residential taxes.

Potential Positive Impacts:

- **Increased Accommodation Options for Visitors:** short-term rentals provide an alternate form of accommodation for visitors from more traditional accommodations such as resorts, hotels, motels, etc.
- **Additional Income for Property Owners:** the ability to obtain rental income from a property has provided some property owners with additional income to offset the carrying costs of the properties.
- **Benefits to the Tourism Sector:** increasing the opportunity for visitors to the Township benefits the entire tourism sector and local commercial operations.

Options for Consideration:

The attached “Guide to Home Sharing” prepared by the Province of Ontario provides a good jurisdictional scan demonstrating what approaches other jurisdictions are using to regulate short-term rentals in their municipalities. The following represents the best options and alternatives considered by staff for possible implementation in the Township of Wainfleet.

Option 1 – Status Quo

Maintain the status quo and have the Township’s Official Plan and Zoning By-law continue to be silent on the issue of short-term rentals. Although not explicitly identified in the Township’s Zoning By-law, court decisions in other municipalities have determined that short-term rentals can be considered to be residential uses and are thus permitted where residential uses are permitted in the municipality. Given the continued expansion of the short-term rentals industry, there is a potential for the number of short-term rentals in the Township to continue to increase (although there may be a temporary lull or reduction due to ongoing COVID-19 restrictions). As short-term rentals would be permitted and not subject to any Township regulatory provisions, there would be little direct cost involved in administration and enforcements (aside from enforcement associated with the Township’s existing regulatory by-laws).

Option 2 – Prohibit Short-Term Rentals in the Township

This option would entail defining short-term rentals in the Township’s Zoning By-law and specifically prohibiting such uses (as a right) within the Township. If this option was chosen, it could not prohibit short-term rentals that currently exist within the Township as such existing units would be considered legal non-conforming uses and would be permitted to continue to operate. Additionally, there would be the potential for new short-term rental units to be created via zoning by-law amendment processes under the Planning Act. There would likely be administrative and enforcement costs with this option associated with the investigation of complaints regarding new short-term rental uses as well as the investigation of short-term rentals that may enjoy legal non-conforming status. Enforcement would need to be conducted via Provincial Offences Act court proceedings.

Option 3 – Regulate via Official Plan and/or Zoning By-law Amendments

This option would involve drafting Official Plan and/or Zoning By-law Amendments to establish areas within the Township where short-term rental uses would be permitted and to establish provisions applicable to short-term rentals such as occupancy, parking, etc. As with Option 2, existing short-term rental units would not be subject to such amendments and would be permitted to continue as legal non-conforming uses. Enforcement options would be similar to Option 2.

Option 4 – Regulate via Licensing Framework (recommended)

This option would involve the establishment of a regulatory licensing framework under the Municipal Act. Such a Municipal Act licensing framework would provide the Township with broader authority than Planning Act (Official Plan/Zoning By-law) controls to address and regulate issues such as Building Code and Fire Code compliance, environmental compliance, neighbourhood nuisance issues, and so on. Also, unlike approaches under the Planning Act, all existing and future short-term rental operations would be subject to Municipal Act licensing (i.e. no units would be exempted as being legal non-conforming). Licensing also allows for the collection of fees to offset the costs of administration of any licensing program and the establishment of set fines/administrative monetary penalties for infractions. A licensing system will, however, significantly increase administrative time and costs, which even with the collection of a fee, may not fully offset additional costs to the Township. Experience from other municipalities suggests that one licensing officer is required to effectively administer a comprehensive licensing program for each 100 short-term rentals (approximately).

FINANCIAL CONSIDERATIONS:

Each option, above, includes general identification of costs associated with each alternative. More specific costing implications can be developed should Council elect to proceed with Options 2, 3 or 4 (or any combination of the options).

OTHERS CONSULTED:

- a) Strategic Leadership Team

ATTACHMENTS:

- a) Appendix "A" - Province of Ontario: Guide to Home Sharing

Respectfully submitted by

William J. Kolasa
Chief Administrative Officer/Clerk

APPENDIX “A” TO ASR-010/2021



**THE HOME-SHARING
GUIDE FOR ONTARIO
MUNICIPALITIES**



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INTRODUCTION

In Ontario, home-sharing is one of the fastest growing sectors in the sharing economy. The growth of home-sharing in Ontario and around the world has been driven by consumers looking for greater choices, flexibility and lower costs, and the opportunity to earn extra income for hosts.

There is no consensus definition of home-sharing, but it is generally understood to refer to individuals renting out their residence, or part of their residence, for short periods of time through internet-based platforms such as Airbnb, HomeAway and VRBO.

Through consultations in 2016 and 2017, the Government of Ontario heard that home-sharing is a priority sector in the sharing economy for municipalities. The province also heard that local flexibility is key to address home-sharing in ways that allow municipalities to achieve local objectives (e.g., protecting long-term housing stock, attracting tourism, etc.).

Reflecting this feedback, the province has developed these home-sharing guidance materials as an informative resource that municipalities may wish to consult if they are considering regulating home-sharing locally.

The province also recommends that municipalities consult the sharing economy guide developed by the City of Guelph and the Guelph Lab for the Large Urban Mayors' Caucus of Ontario (LUMCO), entitled [Navigating the sharing economy: A 6-decision guide for municipalities](#). The province provided

funding for this handbook to help municipalities respond to the sharing economy in a way that is thoughtful, adaptable and innovative. The LUMCO guide identifies six decision points for municipalities to consider when addressing a sector of the sharing economy such as home-sharing.

Ontario's Home-sharing Guide for Ontario Municipalities has been carefully prepared and is intended to provide a summary of complex matters. It does not include all details and cannot take into account all local facts and circumstances. The guide refers to or reflects laws and practices which are subject to change.

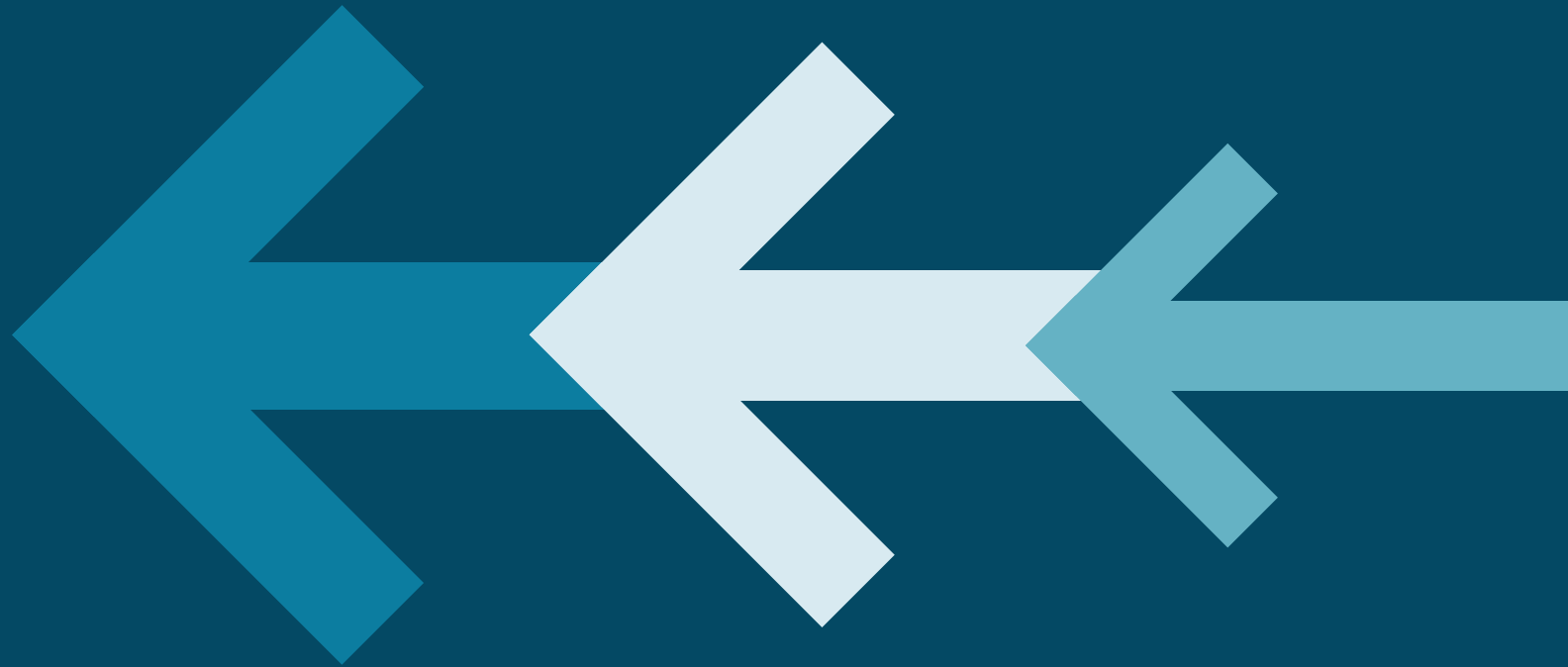
Municipalities are responsible for making local decisions, including decisions in compliance with law such as applicable statutes and regulations. For these reasons, the guide, as well as any links or information from other sources referred to in it, should not be relied upon as a substitute for specialized legal or professional advice in connection with any particular matter. The user is solely responsible for any use or application of this guide. The inclusion of municipal examples in this guide does not imply an endorsement by the Province.

IN THIS GUIDE

This guide is meant to provide municipalities with resources to help them begin their research about addressing home-sharing in their communities. The guide focusses on five questions municipalities may have about regulating home-sharing. These questions and some highlights are below.

Policy Considerations	Regulatory Levers	Stakeholders	Provincial Legislation	Jurisdictional Scan
1. Why might municipalities consider addressing home-sharing?	2. How might municipalities wish to regulate home-sharing?	3. Who might municipalities wish to consult before taking action?	4. What legislation* may be of interest to municipalities considering taking action?	5. What are other municipalities doing?
Issues: <ul style="list-style-type: none"> • Impact on affordable housing • Increased opportunities for tourism • Challenges to existing regulations • Public safety concerns • Economic opportunity • Competitive advantages 	Regulatory levers: <ul style="list-style-type: none"> • License platforms • License/register hosts/operators • Limit rentals to principal residences • Limit maximum number of consecutive days • Limit maximum number of days per year • Limit number of guests • Zoning • Prohibited/Ineligible Building List 	Stakeholders: <ul style="list-style-type: none"> • Advocacy Coalitions • Housing Advocates and Local Residents • Community Groups • Home-owners and Landlords • Platforms • Hosts/Operators • Province of Ontario • Bed & Breakfast and Hotel Industry • Tourism organizations 	Legislation: <ul style="list-style-type: none"> • Accessibility For Ontarians With Disabilities Act • Condominium Act • Fire Protection And Prevention Act • Hotel Registration Of Guests Act • Municipal Act • City Of Toronto Act • Planning Act • Residential Tenancies Act <p>*There is also other law, such as federal legislation and “judge-made law” (“case law”), which may be of interest to municipalities.</p>	Municipalities: <ul style="list-style-type: none"> • Blue Mountains • Niagara-on- the- Lake • Toronto • Vancouver • New Orleans (USA) • Chicago (USA)

At the end of the guide there is a list of other resources municipalities can consult to learn more about home-sharing, its impact on local communities and what other municipalities are doing to address it.



POLICY CONSIDERATIONS

POLICY CONSIDERATIONS

Why might municipalities consider addressing home-sharing in their communities?

Home-sharing platforms are present in over 190 countries across the globe and many municipalities are taking action to regulate this activity. As municipalities address home-sharing, they often seek to find a balance between encouraging its growth to promote economic development and placing limits on the scope of activity to preserve the character of local communities. Findings from literature on home-sharing and public opinion research from Ontario in 2016 show support for home-sharing while also acknowledging there is a role for governments to play in regulating this sector.

Part of the research municipalities may wish to undertake when considering regulating home-sharing is to review concerns raised about short-term rental activity, or potential short-term rental activity, across the entire municipality to help verify the scope of issues that may be raised by various stakeholders. Municipalities may hold public consultations and may also wish to consult their legal counsel during policy development.

For more information about home-sharing policy options and considerations, visit the City of Guelph's [Compendium of Resources](#) for information including case studies, policy primers and proposals, and law and regulation resources.

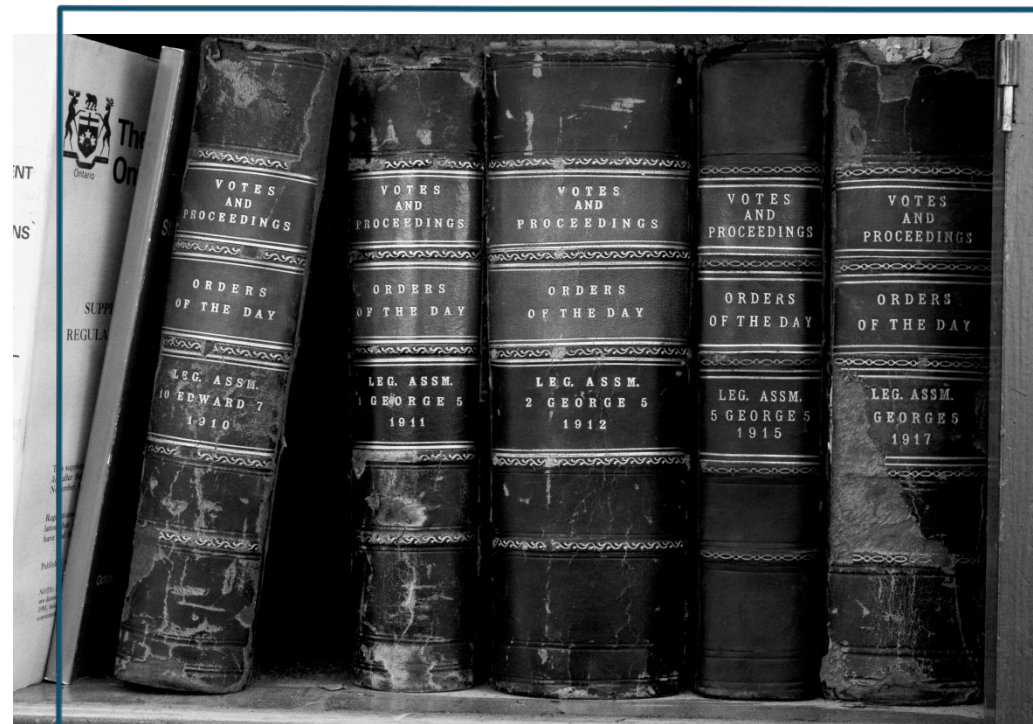


TABLE 1 – POLICY CONSIDERATIONS

Municipalities may seek to address some of the key issues noted below through home-sharing regulations or policies.

Issue	Description	Potential Responses <i>See Table 2 for more information about regulatory levers</i>
Impact on affordable housing	Home-sharing platforms may allow individuals to make more money renting on the short-term market than on the long-term market, which can deplete available stock of long-term rentals and raise market rents.	Limit home-sharing to principal residences. Limit the number of days a unit can be rented so that long-term rentals are more profitable than short-term rentals.
Tourism	Home-sharing has the potential to increase the number of visitors to Ontario, provide a wider selection of accommodations, allow a visitor to live like a local and can make travel more affordable for Ontarians. Short-term vacation rentals already provide an important source of tourism activity in communities across Ontario. Smaller communities that lack sufficient tourist lodging can increase short-term vacation accommodations through home-sharing. Commercial operators may make use of home-sharing platforms to attract visitors.	Consider how new regulations could increase the costs to both guests and hosts/operators or create barriers to new entrants, and aim to limit those costs or barriers. Allow home-sharing in some parts of the community but not others through zoning.
Challenges to existing regulations	People involved in home-sharing may be currently subject to local by-laws (e.g., property tax, zoning and licensing by-laws, and the governing documents of a condo corporation (e.g. declarations, by-laws or rules). Home-sharing hosts may be knowingly or unknowingly violating municipal rules, and/or condominium corporation rules.	Educate residents about existing by-laws and policies, and how they relate to home-sharing. Advise potential hosts to check their condominium corporation governing rules. Explore partnerships with platforms to share information about by-laws. Collect data from platforms to facilitate enforcement.
Public safety concerns	Residents in some jurisdictions have raised concerns about having an influx of short-term renters in their communities who may:	Limit home-sharing to principal residences. Require licenses or registration for

Issue	Description	Potential Responses <i>See Table 2 for more information about regulatory levers</i>
	<ul style="list-style-type: none"> not respect communal property (e.g., litter the neighbourhood); bring a party atmosphere to the community; or be involved in criminal behaviour. <p>Concerns have also been raised about safety issues such as fire safety in condominiums (renters may not be aware of exit plan) and water safety in beachfront communities (renters may not be aware of proper precautions for water activities).</p>	<p>hosts/operators (include documents to ensure that the unit meets the municipality's health and safety requirements).</p> <p>Partner with platforms to communicate relevant by-laws to hosts/operators.</p>
Economic opportunity	<p>People can generate additional income by renting out their homes or rooms in their homes, making it more affordable to live in their own residence.</p> <p>Short-term vacation rentals allow individuals to supplement their income, and thereby offset the cost of their vacation property.</p>	<p>Consider how new by-laws could increase the costs to guests and reduce opportunity for hosts/operators or create barriers to new entrants. Aim to limit those costs or barriers.</p>
Competitive advantages	<p>The traditional accommodation industry may raise concerns that individuals, businesses, or platforms involved in home-sharing may be taking advantage of different rules to operate in the accommodations sector with a lower operating cost.</p> <p>Displacing the existing hospitality and accommodation industry may result in job losses, lower wages and lost tax revenues.</p>	<p>Consider ways to harmonize new by-laws with by-laws for traditional accommodations, such as including B&Bs in the home-sharing by-laws or vice versa.</p>



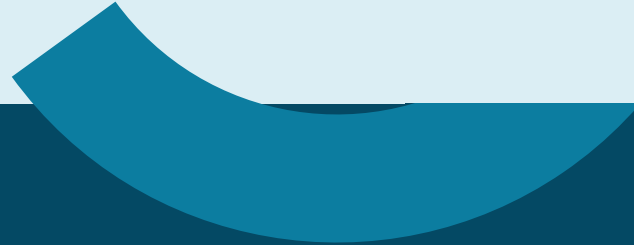
REGULATORY LEVERS



REGULATORY LEVERS

How might municipalities wish to address home-sharing?

The province recognizes municipalities as responsible and accountable governments that are in the best position to address matters within their jurisdiction. Through the Municipal Act and the City of Toronto Act, municipalities have broad powers respecting certain matters (subject to certain limits), which they may wish to consider using to regulate certain aspects of home-sharing platforms and hosts/operators. Under the Planning Act, municipalities have the authority to make local planning decisions that determine the future of communities, including whether and where home-sharing is allowed through their municipal official plan policies and zoning by-laws.



REGULATORY MODERNIZATION:

The Province has adopted regulatory modernization principles when designing regulations to reduce burden on business. Municipalities could consider these principles when designing home-sharing regulations. The seven regulatory modernization principles adopted by the Province are:

1. Focus on the user by writing regulations in plain language and creating a single point of contact for business to access information or government services.



2. Use international industry standards (e.g. ISO) where available/appropriate to eliminate redundant reporting requirements.



3. Move to risk-based inspections: reduce the enforcement burden on businesses with a strong safety and compliance record, using accreditation to distinguish good actors from high-risk targets; better coordinate inspections among ministries and agencies.



4. Create a “Tell Us Once” culture where all ministries that interact with business use the Business Number so businesses do not provide the same information to government repeatedly.



5. Apply a small business lens by setting different compliance paths to achieve desired outcomes, rather than using a one-size-fits-all approach.



6. Go digital by delivering simple and straightforward digital services and products that will modernize public service delivery and make government work better for businesses.



7. Facilitate equivalent means of regulatory compliance where a business can demonstrate an alternative approach that meets or exceeds the requirement of the regulation.

SELF-REGULATION

One common impetus for regulation is to protect the public interest. Self-regulation pursues this goal but places the burden on the participants in the transaction.

Governments may conclude that internal feedback mechanisms on sharing economy platforms are sufficient to enable markets to regulate themselves.



TAXATION

In the 2017 Budget, the government announced that it would provide the City of Toronto and all single-tier and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation (often referred to as a “hotel tax”). Legislative amendments to the Municipal Act, 2001 and the City of Toronto Act, 2006 that provide the City of Toronto and all single and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation came into force on December 1, 2017.

Under these amendments, municipalities have the flexibility to decide whether or not to implement a hotel tax, and also have the ability to determine the types of transient accommodation to which the tax would apply, the rate that would be charged, and other details about the tax.

A municipality would be responsible for setting out the application of the tax in a municipal by-law.

A municipality could choose to apply a municipal hotel tax to home-sharing arrangements, and may determine the applicable tax rate.

Regulations prescribing required revenue sharing with not-for-profit tourism organizations by municipalities that choose to implement a hotel tax also came into force on December 1, 2017.

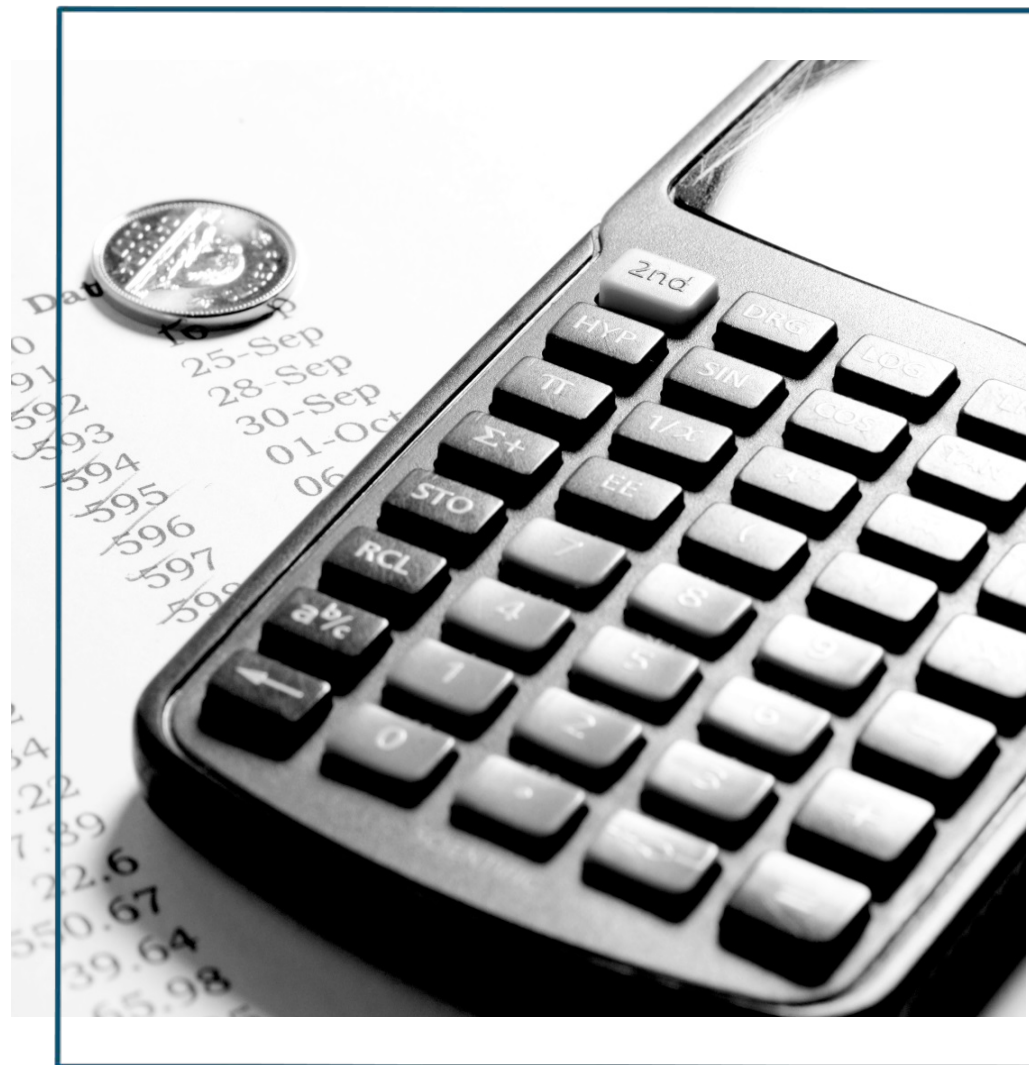


TABLE 2 – REGULATORY LEVERS

Regulating home-sharing in the context of home-sharing platforms, such as Airbnb, HomeAway and VRBO, is a relatively new practice. There are no proven best-practices established at this time, but the following are regulatory levers that municipalities have implemented to address home-sharing in their communities.

Regulatory levers

License platforms

Municipalities may license platforms (subject to certain limits). Municipalities may wish to consider the feasibility of obtaining information (e.g. from platforms) and sharing information to assist with enforcement or future policy development.

Considerations

Very few jurisdictions around the world currently license home-sharing platforms; many only license the hosts/operators.

License/Register hosts/operators

Municipalities may wish to consider the feasibility of licensing or registering hosts/operators, creating databases of short-term rentals in their municipalities, and collecting other data relevant to enforcing home-sharing by-laws. Municipalities may wish to consider how licensing/registration systems might help address compliance with the municipality's health and safety requirements.

Incorporating traditional short-term rentals (e.g., Bed & Breakfasts) into one licensing/registration regime along with home-sharing could provide the municipality with an opportunity to update current short-term rental licensing/registration regimes if they already exist.

Creating different types of licenses based on zoning or types of accommodations could be explored to help achieve desired policy outcomes, such as limiting home-sharing in residential areas to maintain the character of neighbourhoods while encouraging it in tourist areas.

Considerations

Municipalities may wish to consider other options, such as permits to track short-term rentals and may wish to consider the regulatory burden on hosts/operators and the municipal resources required to enforce these options.

Limit rentals to principal residences

Several jurisdictions have imposed restrictions on second units to curb commercial activity (the use of investment properties for short-term rentals), to protect the availability of long-term rental stock.

While limiting home-sharing to principal residences may curb commercial activity, it may also interfere with individuals who want to rent out vacation properties for part of the year.

Regulatory levers

Definitions of principal residence

Toronto: A principal residence is a dwelling unit owned or rented by an individual person, alone or jointly with another person, where he or she is ordinarily resident.

Vancouver: The dwelling where an individual lives, makes their home and conducts their daily affairs, including, without limitation, paying bills and receiving mail, and is generally the dwelling unit with the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills.

Chicago: A dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption.¹

Canada Revenue Agency:

A property qualifies as your principal residence for any year if it meets **all** of the following **four** conditions:

- It is a housing unit, a leasehold interest in a housing unit, or a share of the capital stock of a co-operative housing corporation you acquire only to get the right to inhabit a housing unit owned by that corporation.
- You own the property alone or jointly with another person.
- You, your current or former spouse or common-law partner, or any of your children lived in it at some time during the year.
- You designate the property as your principal residence.

Considerations

If a municipality limits rentals to principal residences, it will need to determine what proof of residence it will require and how that proof will be submitted (e.g., through a registration process, only when asked, etc.).

Municipalities will also need to consider whether secondary suites are included in the definition of primary residence, or if they will be excluded from home-sharing.

¹ A program administered by the Cook County Assessor's Office that allows taxpayers whose single-family home, townhouse, condominium, co-op or apartment building (up to six units) is their primary residence to save \$250 to \$2,000 per year, depending on local tax rates and assessment increases. The Homeowner Exemption is available to people who own or have a lease or contract which makes them responsible for the real estate taxes of the residential property. It must also be used as their principal place of residence for the year in question.

Regulatory levers	
Maximum number of consecutive days	<p>Municipalities may wish to explore the option of establishing a cap on the number of consecutive days a unit can be rented in order to distinguish short-term rentals from long-term rentals. For example, many municipalities define short-term rentals as rentals that last fewer than 30 days.</p> <p>Considerations</p> <p>Municipalities may wish to consider the feasibility of proactively monitoring and enforcing this option. For example, in the City of Vancouver’s policy licensing report, Regulating Short Term Rentals in Vancouver (July 5, 2017), it is stated that even though renting units for less than 30 days is prohibited, short-term rentals supply approximately 29 per cent of Vancouver’s accommodations for tourists and other transient guests.</p>
Maximum number of days per year	<p>Municipalities may wish to consider the option of restricting the number of days per year a unit can be rented out on a short term basis, in order to encourage homes to retain a ‘private use’ component. Municipalities adopting this approach may wish to explore arrangements with home-sharing platforms to remove listings in violation of local restrictions.</p> <p>Considerations</p> <p>Municipalities may wish to consider the feasibility of enforcing restrictions on the maximum number of days. For example, this could require tracking individuals/addresses over several different platforms.</p>
Number of guests	<p>Municipalities may wish to consider restricting the number of guests allowed in a unit (e.g., two per bedroom). For example, this may help address home-sharing units being used as “party houses”.</p> <p>Considerations</p> <p>Municipalities may wish to consider the feasibility of enforcing limits on the number of guests and how complaints about activity in the rental unit would be addressed.</p>
Zoning	<p>Where a municipality has determined that home-sharing is a discrete land use, the municipality may wish to consider limiting the use to certain areas (e.g., residential or mixed-use zones), or certain building types (e.g., six units or less) to achieve the desired policy goals, such as encouraging tourism, preserving the character of neighbourhoods, protecting housing stock, etc.</p>
Ineligible and Prohibited Building Lists	<p>Municipalities may wish to consider creating lists of buildings that are ineligible to participate in home-sharing for various reasons, e.g., repeated by-law infractions, repeated fire code violations, by request of a condo corporation, etc.</p> <p>Municipalities could explore the possibility of working with home-sharing platforms to help enforce these rules.</p>



STAKEHOLDER CONSULTATIONS

STAKEHOLDER CONSULTATIONS

Who might municipalities wish to consult before taking action?

Photo looking down at two women and two men seated at a circular table. As noted in the Large Urban Mayors' Caucus of Ontario's sharing economy guidebook, *Navigating the sharing economy: A 6-decision guide for municipalities*, consulting with stakeholders is a crucial part of municipal decision-making.

The following is a list of potential stakeholders municipalities may want to consult when addressing home-sharing. This list provides examples and is not meant to be exhaustive.



TABLE 3 – POTENTIAL STAKEHOLDERS

Group	Description/Interest (highlights based on the groups' websites linked below)
Advocacy Coalitions	<p>Fairbnb.ca: Fairbnb.ca</p> <ul style="list-style-type: none"> • A national coalition of homeowners, tenants, tourism businesses and labour organizations bringing together groups from the regulated hotel and B&B industry with property owners, property renters and other concerned citizens. • Calling for a robust, nationally-consistent policy framework to ensure home-sharing complies with fair, safe and respectful legislation – drawing on the experience of other countries and other cities. • Released a report about Airbnb in Toronto, entitled <i><u>Squeezed Out: Airbnb's Commercialization of Home-Sharing in Toronto.</u></i>
Bed & Breakfast and Hotel Industry	<p>Federation of Ontario Bed & Breakfast Accommodation: https://www.fobba.com/</p> <ul style="list-style-type: none"> • The professional association representing the Bed & Breakfast industry in Ontario. • Members voluntarily agree to adhere to a high set of consistent standards defining cleanliness, comfort, quality, safety and hospitality. • Represents approximately 280 B&Bs, and has approximately 100 direct B&B members and three local association members (Fergus/Elora, Stratford and Niagara-on-the-Lake). <p>The Hotel Association of Canada: http://www.hotelassociation.ca/home.asp</p> <ul style="list-style-type: none"> • Represents more than 8,178 hotels, motels and resorts that encompass the \$18.4 billion Canadian hotel industry which employs 304,000 people across Canada. <p>The Ontario Restaurant Hotel & Motel Association: http://www.orhma.com/home.aspx</p> <ul style="list-style-type: none"> • Has over 4,000 members, representing more than 11,000 establishments across the province. <p>UNITE HERE: http://unitehere.org/industry/hotels/</p> <ul style="list-style-type: none"> • Labour union that represents 270,000 working people across Canada and the United States, including workers in the hotel industry. <p>Unifor: https://www.unifor.org/en</p>

Group	Description/Interest (highlights based on the groups' websites linked below)
Housing and Tenant Advocates and Local Resident/Community Groups	<ul style="list-style-type: none"> • Unifor represents 17,600 members working in the diverse hospitality and gaming sector. One-third of their membership work in hotels - including major chains (like Fairmont, Radisson and Delta) and stand-alone facilities. <p>Housing Help Association of Ontario: https://findhousinghelp.ca/</p> <ul style="list-style-type: none"> • Provides a list of coalitions, advocacy groups and organizations across Canada that are working on housing and homelessness issues. <p>Federation of Metro Tenants' Associations (FMTA): https://www.torontotenants.org/</p> <ul style="list-style-type: none"> • A non-profit organization which advocates for better rights for tenants. • FMTA has over 3,000 members, including affiliated tenant associations and individuals. <p>Advocacy Centre for Tenants Ontario (ACTO): http://www.acto.ca/</p> <ul style="list-style-type: none"> • Works to better the housing situation of Ontario residents who have low incomes including tenants, co-op members and people who are homeless. • ACTO works with legal clinics, tenant associations and other groups and individuals concerned about housing issues.
Landlords	<p>Federation of Rental Housing Providers of Ontario (FRPO): https://www.frpo.org/</p> <ul style="list-style-type: none"> • Represents those who own, manage, build and finance, service and supply residential rental homes. • FRPO represents over 2,200 members who own or manage over 350,000 household across Ontario. <p>Landlord's Self-Help Centre (LSHC): https://landlordselfhelp.com/</p> <ul style="list-style-type: none"> • A non-profit community legal clinic funded by Legal Aid Ontario and mandated to support Ontario's small-scale landlord community exclusively. <p>Greater Toronto Apartments Association (GTAA): https://www.gtaaonline.com/</p> <ul style="list-style-type: none"> • Represents the interests of Toronto firms participating in the multifamily rental housing industry. • The GTAA represents over 240 property management companies that own and operate 160,000 apartment units. <p>Ontario Landlords Association: http://ontariolandlords.org/</p>

Group	Description/Interest (highlights based on the groups' websites linked below)
	<ul style="list-style-type: none"> • A network of landlords who promote and protect the interests of landlords and help landlords succeed through education, news and networking. <p>Canadian Apartment Properties Real Estate Investment Trust: https://www.caprent.com/</p> <ul style="list-style-type: none"> • One of Canada's largest residential landlords
Hosts/Operators	<p>If home-sharing is already taking place in your municipality, there may be a community of hosts/operators you can engage with to understand their experiences and how potential regulations may impact them. Municipalities could target hosts/operators through events such as town halls that are advertised for people involved in the short-term rental market.</p>
Platforms	<p>There are several home-sharing platforms operating in Ontario. Some have a larger presence in certain municipalities than others. The following are some of the major platforms in Ontario.</p> <p>Airbnb</p> <ul style="list-style-type: none"> • Has listings in more than 65,000 cities and 191 countries. • The most popular home-sharing platform in Ontario. • Partnered with the Ontario Government and the Canada Revenue Agency to educate Ontarians who engage in home-sharing about their rights and responsibilities. • Has engaged with municipalities and the Province of Ontario to address home-sharing. <p>HomeAway</p> <ul style="list-style-type: none"> • Has more than 2 million unique places to stay in 190 countries. • Part of the Expedia, Inc. family of brands, including VRBO and travel mob. <p>Flipkey</p> <ul style="list-style-type: none"> • Has more than 830,000 properties in 190 countries. • Part of TripAdvisor Rentals
Province of Ontario	<p>In October 2015, the Province established the Sharing Economy Advisory Committee (SEAC) with representation from key ministries to oversee Ontario's approach and to harness the opportunities presented by the sharing economy, including home-sharing. In 2016 and 2017, SEAC has been researching the sharing economy, has consulted a wide range of industry, community and municipal stakeholders, and conducted public polling of Ontarians about their use and perception of the sharing economy. If you have questions for SEAC, please send an email</p>

Group

Description/Interest (highlights based on the groups' websites linked below)

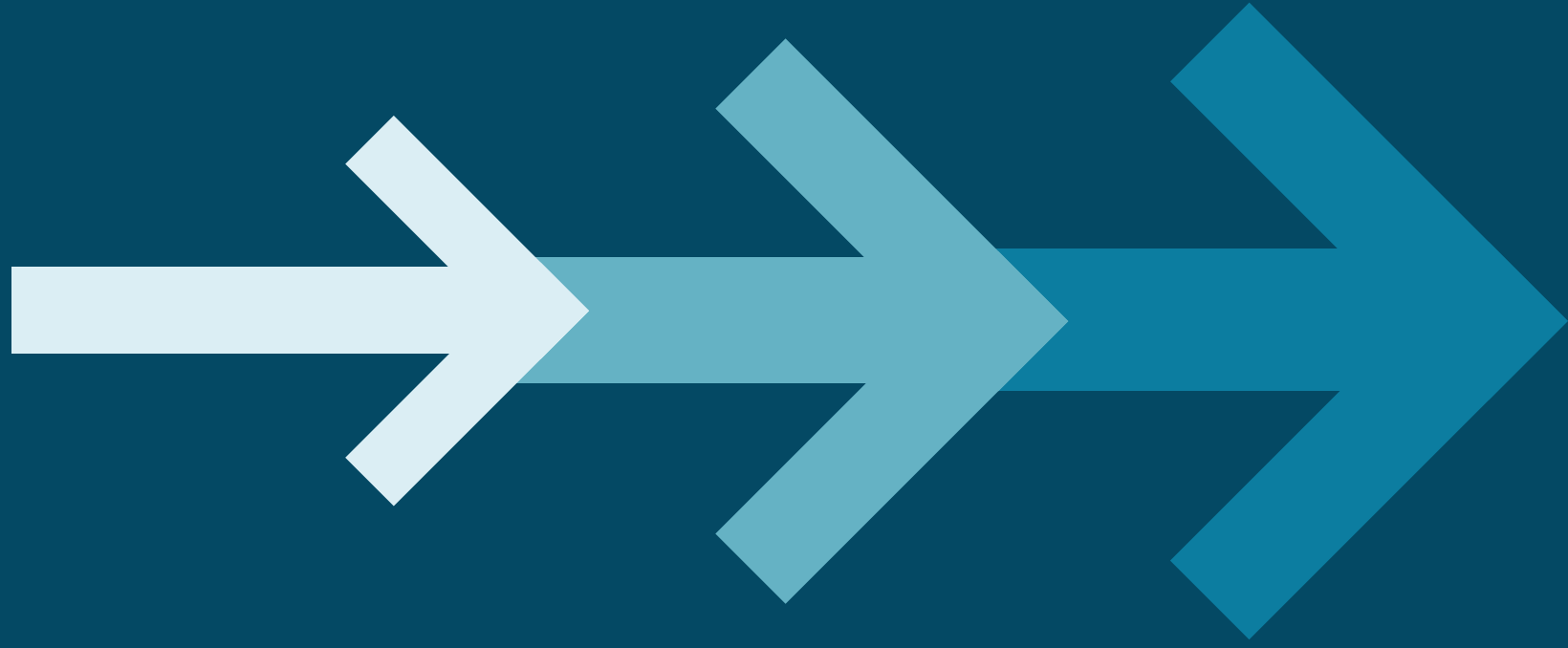
to: sharingeconomy@ontario.ca.

Tourism Industry

Tourism Association of Ontario: <http://www.tiaontario.ca/cpages/home>

- Advocates for the importance of tourism as an economic driver and job creator in order to serve the interests of Ontario's diverse tourism industry and business community.
- Recognized as the umbrella government advocacy organization serving Ontario's diverse tourism industry and facilitating conversations between industry and government to affirm the economic value of tourism.





PROVINCIAL LEGISLATION

PROVINCIAL LEGISLATION

What provincial legislation may be of interest to municipalities considering taking action?

The Municipal Act provides municipalities with broad powers to introduce by-laws and govern activities within their jurisdiction, which may include some aspects of home-sharing. The Planning Act provides municipalities with the authority to regulate the use of land, buildings and structures through zoning. A municipality can regulate the locations and development standards that could apply to a specific use of land based on the planning impacts. The

following table describes some provincial legislation that may be of interest to municipalities considering regulating home-sharing.

The law is complex and municipalities should consult their solicitors whenever any legal issue is in question. This list provides examples and is not meant to be exhaustive. There is also other law, such as federal legislation and “judge-made law” (“case law”), which may be of interest to municipalities.



TABLE 4 PROVINCIAL LEGISLATION

Provincial Act

[ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 \(AODA\)](#)

[INTEGRATED ACCESSIBILITY STANDARDS REGULATION \(IASR\), O. Reg. 191/11](#)

Ontario has laws to improve accessibility for people with disabilities. The Accessibility for Ontarians with Disabilities Act (AODA) is a law that sets out a process for developing and enforcing accessibility standards.

Accessibility standards are laws under the Integrated Accessibility Standards Regulation that government, businesses, non-profits and public sector organizations must follow to become more accessible. They help organizations identify and remove barriers to improve accessibility for people with disabilities in 5 areas of daily life in the areas of transportation, customer service, employment, information and communications and in the design of public spaces.

Application

The AODA and its related accessibility standards applies to every person or organization that provides goods, services or facilities to the public or other third parties and that has **at least one employee in Ontario**. Accessibility requirements and deadlines depend on the type and size of your organization.

If an organization has one or more employees, the organization must adhere to the accessibility requirements under the AODA and its standards. Sole proprietors or self-employed individuals who do not have employees are exempt from having to comply with the AODA and its accessibility standards.

Accessibility requirements for organizations can be found at the government's accessibility website at:

<https://www.ontario.ca/page/accessibility-laws>.

CONDOMINIUM ACT

The Condo Act provides for the registration and creation of condominiums and gives owners the tools to run their condominium corporations with minimal government involvement.

Hierarchy of a condominium's governing documents

Governing document	What it does	Threshold for change	Other limitations
1. Declaration	Considered to be like the "constitution" of the condo – can include restrictions on the use and occupation of the units and common elements, etc.	Currently, the owners of 80 per cent or 90 per cent of units must consent to a change	Need not be reasonable; must be consistent with the Condo Act and the declaration would be subject to any other act (such as the Human Rights Code) that has primacy over the Condo Act or the declaration.
2. By-laws	Condo by-laws can set occupancy standards that are either: 1) the same as municipal by-laws where the condominium is located or, 2) subject to the regulations, not more restrictive than the standards that are in accordance with the maximum occupancy for which the condo building is designed (based on the Building Code).	Currently, owners of a majority of units must vote to approve a change	Must be reasonable and consistent with the declaration and the Condo Act
3. Rules	Govern the use of units and common elements to: <ul style="list-style-type: none">• promote safety, security and welfare, or• prevent unreasonable interference with use and enjoyment of the property	Made by the board Can be overturned by a majority vote at a meeting of owners	Must be reasonable and consistent with the by-laws, the declaration, and the Condo Act

- The declaration may contain conditions or restrictions with respect to the occupation and use of the units or common elements.
- The content of a condo corporation's governing documents is ultimately up to the board and owners. The Condominium Act does not specifically address short-term rentals.
The planning authority can require that the description contain certain conditions, before the developer registers the description to create the condo corporation.
- Generally, if a condo's governing documents are more restrictive than the municipality's by-laws, owners and occupiers of the condo must still comply with the condo's governing documents. For example, if a municipality permits short-term rentals but a condo corporation's governing documents prohibit or restrict short-term rentals, the restriction or prohibition of the condo corporation's governing documents would still apply.

Provincial Act

FIRE PROTECTION AND PREVENTION ACT (FPPA)

The FPPA reflects the principle that municipalities are in the best position to determine their own needs and circumstances.

One of the intents of the FPPA is to establish municipal responsibility for fire protection and makes fire prevention and public education mandatory. It serves to clarify the role of municipalities in providing fire services and establish the minimum level of fire protection without imposing significant costs on municipalities.

Municipalities are responsible for conducting a risk assessment of their jurisdiction, and identifying what fire protection services are necessary to mitigate those risks to an acceptable level. This would include assessing risks related to home-sharing in their community and home-sharing regulations they may be contemplating. While municipalities are responsible to ensure that this is done, they may request assistance from the Office of the Fire Marshal, or contract the necessary consulting services to actually conduct the assessment.

When regulating home-sharing, municipalities should consider fire and life safety criteria for compliance with the Ontario Fire Code.

HOTEL REGISTRATION OF GUESTS ACT

This act is not directly relevant to regulating home-sharing at a municipal level; however, the definition of hotel may be useful for distinguishing between hotels and short-term accommodations. The act requires every hotel to keep a register of guests and it contains a number of offences relating to the keeping of a register. In addition, the room rates are to be posted in each room, failure of which is also an offence.

“Hotel” means a separate building or two or more connected buildings used mainly for the purpose of catering to the needs of the travelling public by the supply of food and also by the furnishing of sleeping accommodation of not fewer than six bedrooms as distinguished from any other building or connected buildings used mainly for the purpose of supplying food and lodging by the week or otherwise commonly known as “boarding houses” or of furnishing living quarters for families and having a dining room or restaurant commonly known as “apartment houses” or “private hotels”.

MUNICIPAL ACT

CITY OF TORONTO ACT

Under the Municipal Act and the City of Toronto Act municipalities have broad powers (subject to certain limits) that allow them to make decisions in a number of areas to address local circumstances and interests. Some of these broad powers include:

- Economic, social and environmental well-being of the municipality, including respecting climate change;
- Health, safety and well-being of persons; and
- Protection of persons and property, including consumer protection.

It is up to municipalities to make local decisions, such as providing local programs and services, and interpreting their powers.

Generally, municipalities are under no obligation to inform the province about local decisions. Interested persons often raise their concerns with the municipality.

PLANNING ACT

Municipal councils, landowners, developers, planners and the public play an important role in shaping a community. Community planning is aimed at identifying common community goals and balancing competing interests of the various parties. The central activity in the planning of a community is the making of an official plan, a document which guides future development of an area in the best interest of the community as a whole. The Planning Act sets out the ground rules for land use planning in Ontario and describes how land uses may be controlled, and who may control them. It provides for a land use planning system led by provincial policy, promotes sustainable economic development, and recognizes the decision-making authority and accountability of municipal councils in land use planning.

Under the Planning Act, municipalities:

- make local planning decisions that will determine the future of communities
- prepare planning documents, such as:
 - an official plan, which sets out the municipality's general planning goals and policies that will guide future land use
 - zoning by-laws, which set the rules and regulations that control development as it occurs. The Planning Act also gives planning boards in northern Ontario the power to adopt official plans and pass zoning by-laws for unorganized territory within their planning areas
- ensure planning decisions and planning documents are consistent with the Provincial Policy Statement which sets the policy foundation for regulating the development and use of land, and conform or do not conflict with provincial plans such as the Growth Plan for the Greater Golden Horseshoe and the Greenbelt Plan.

The Planning Act does not explicitly address home-sharing or the sharing of land between individuals. It would be up to the municipality through its zoning by-laws to determine if sharing a residential dwelling constitutes a use of land, whether it changes the use of land from residential to another use (e.g. commercial), and whether the change in use is permitted by municipal zoning by-laws. Alternatively, municipalities could consider home-sharing as a home business which is regularly permitted in residential zones in many municipal zoning by-laws.

RESIDENTIAL TENANCIES ACT

The Residential Tenancies Act, 2006 (RTA) sets out the rights and responsibilities of landlords and tenants for most residential rental properties in Ontario.

“The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish the framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants and to provide for the adjudication of disputes and for other processes to informally resolve disputes.” 2006, c. 17, s. 1.

Application of the Act

While the RTA applies to residential rental units despite any other legislation, agreement or waiver to the contrary, certain types of accommodation are exempt. For example, the RTA does not apply to accommodation intended to be provided to the travelling or vacationing public or occupied for a seasonal or temporary period in a hotel, motel, bed and breakfast vacation establishment, or certain other types of facilities. As well, the RTA does not apply where the occupant is required to share a bathroom or kitchen with the owner.

In situations where it may be unclear, a landlord or tenant can make an application to have the Landlord and Tenant Board (LTB) determine whether all or part of the RTA applies to a rental unit or residential complex. It is up to the Member to determine whether or not the RTA applies in any situation, depending on the facts of the case.

Tenancy Agreement

Where a rental unit is subject to the RTA, a landlord and tenant enter into a tenancy agreement. A tenancy agreement is a written, oral or implied agreement between a landlord and a tenant for occupancy of a rental unit. In the contract, the tenant agrees to pay rent to live in a rental unit provided by the landlord.

The landlord and tenant can agree to a fixed term tenancy which lasts for a specific period of time. Most fixed term tenancies are for one year, but the RTA does not mandate minimum rental periods. When a tenancy agreement expires, the tenancy does not end – it continues under the same terms and conditions as before, because landlords and tenants have to give each other proper notice to end a tenancy.

Subletting

A sublet occurs when a tenant moves out of the rental unit, lets another person live there for a period of time, but returns to live in the unit before the tenancy ends.

A tenant must have the landlord’s consent to sublet the unit, but the landlord must have a good reason to refuse. If a tenant sublets without the landlord’s consent, the landlord can apply to the Landlord and Tenant Board (LTB) for an eviction order to terminate the original tenancy and evict the unauthorized occupant. If the tenant thinks that the landlord is being unreasonable in withholding their consent to sublet to a specific person, the tenant can file an application with the LTB.

A tenant who sublets a rental unit cannot:

charge a rent that is greater than the rent that is lawfully charged by the landlord for the rental unit;

collect any additional fee for subletting a rental unit; or

require an individual to pay for goods or services as a condition for the subletting in addition to the rent the person is lawfully required to pay to the tenant or landlord.

In a sublet, all of the terms of the original tenancy agreement stay the same. The tenant is liable to the landlord for any breaches in their lawful obligations under the tenancy agreement, while the sub-tenant is liable to the tenant.

Eviction

Under the Act, in certain cases a tenant can be evicted if the tenant, tenant's guest or someone else who lives in the rental unit does something they shouldn't do. Grounds for eviction include, but are not limited to:

- wilfully or negligently causing damage to the rental property
- substantially interfering with the reasonable enjoyment or another lawful right of other tenants or the landlord
- seriously impairing the safety of others
- allowing too many people to live in the rental unit in contravention of health, safety or housing standards ("overcrowding")

A landlord can end a tenancy only for the reasons allowed by the Act.

The first step is for the landlord to give the tenant notice in writing that they want the tenant to move out. The proper forms a landlord must use for giving a notice to end the tenancy are available from the LTB.

If the tenant does not move out after receiving the notice, the landlord can ask the LTB to end the tenancy by filing an application. The LTB will decide if the tenancy should end after holding a hearing. Both the landlord and the tenant can come to the hearing and explain their side to a member of the LTB.

Landlord and Tenant Board

The LTB resolves disputes between residential landlords and tenants and provides information/brochures about the RTA.

Contact the LTB: Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Website: <http://www.sjto.gov.on.ca/ltb/>





JURISDICTIONAL SCAN

JURISDICTIONAL SCAN

What are other municipalities doing?

The following is a high-level scan of how municipalities in Ontario and the United States are, or are not, utilizing some common home-sharing regulatory levers.

The chart below is a summary for reference purposes.

For further details, refer directly to the links below in Table 6 – Jurisdictional Scan Narrative.

The inclusion of municipal examples in this guide does not imply an endorsement by the Province.



TABLE 5 JURISDICTIONAL SCAN

Regulation	The Blue Mountains	Niagara-on-the-Lake	Toronto	Vancouver	New Orleans (USA)	Chicago (USA)
License home-sharing platform			✓			✓
License/Register hosts/operators	✓	✓	✓	✓	✓	✓
Limit rentals to principal residences			✓	✓		✓
Maximum number of consecutive days	✓	✓	✓	✓	✓	
Maximum number of days per year					✓	
Number of guests	✓				✓	
Zoning	Certain areas of the Town are zoned to allow for Commercial Resorts Units; these do not need to be licenced for short term rentals.	Zoning restrictions are based on the type of short-term rental, e.g., cottage rental, vacation apartment, etc.	Short-term rentals to be added as a permitted use for all zones where dwelling units are permitted	Short-term rentals to be allowed in all residential dwelling units across certain zoning districts.	The Comprehensive Zoning Ordinance allows specific short-term rental types in specific zoning districts.	Zoning used to restrict home-sharing in some residential areas.
Ineligible or Prohibited Building List						✓
Tax on transient accommodation			Under review	Under review	✓	✓

TABLE 6 JURISDICTIONAL SCAN NARRATIVE

The following table provides a more detailed look at the approaches to regulating home-sharing in several municipalities in Ontario and the United States. For further details, please refer to the links below.

JURISDICTIONAL APPROACHES

TOWN OF THE BLUE MOUNTAINS

<http://www.thebluemountains.ca/sta-consult.cfm>

Goal

The Town of Blue Mountains is aiming to balance the needs of property owners with those of residents looking for safe, adequate and properly maintained short-term accommodation (STA) premises.

The accommodation of recreational visitors is critical to the economy of the Town and to employment in the many recreational businesses and activities located there. Short-term accommodations, including the rental of private houses, chalets and condominium units, are important to tourism in the area.

Definition

[BY-LAW NO. 2009-04](#)

"SHORT TERM ACCOMMODATION (STA)" means a dwelling or structure of any part thereof that operates or offers a place of temporary residence, lodging or occupancy by way of concession, permit, lease, license, rental agreement or similar commercial arrangement for any period less than thirty (30) consecutive calendar days, throughout all or any part of a calendar year. Short term accommodation shall not mean or include a motel, hotel, bed and breakfast establishment, tourist cabin or cottage, hospital, commercial resort unit or similar commercial or institutional use.

Key Points

- Generally, a newly established STA is not permitted in a low density residential zone.
- Short term (less than 30 days) accommodation uses are NOT permitted in any traditionally single-family-dwelling neighbourhoods, zoned R1, R2 and R3.
- The maximum number of occupants within a dwelling that is being operated as a short term accommodation shall not exceed a total number based upon 2 persons per bedroom plus an additional 2 persons.

- The number of non-occupying guests permitted at a short term accommodation premises must not be such that it may conflict with the residential neighbourhood or amenity.
- Short term accommodation renters are not to host commercial functions.
- So called "party houses" conflict with residential amenity and are not permitted.
- Any gathering, celebration or entertainment at a short term rental accommodation premise must not conflict with residential amenity and must comply with all the other requirements of this Code and the Town of The Blue Mountains by-laws.
- An STA Licence is only required if you rent for periods of less than 30 days.
- There are certain areas of the Town where owners do not require a license to rent for short term periods but they must meet other requirements. Certain areas of the Town are zoned to allow for Commercial Resorts Units (CRU) and these do not need to be licensed for short term rental periods at this time.
- Consequences can include fines if an owner is found to be in violation of the bylaw.
- A license is valid for a period of 2 years from date of issuance.

NIAGARA-ON-THE-LAKE

Definition

[BY-LAW NO. 4634-13](#)

SHORT TERM RENTALS means the use of a building for overnight guest lodging for a period of not more than 28 days and includes Bed and Breakfast Establishment, Cottage Rentals, Villas, County Inns and Vacation Apartments.

Key Points:

- Short-term rentals include:
 - Bed and Breakfasts – no more than three guestrooms
 - Villas – four or more bedrooms
 - Cottages – up to three bedrooms
 - County Inns – more than three rented rooms.
- Only the registered owner or the lessee of a residential building, who has explicit permission from the owner, may apply for and hold a license to operate a short-term rental.
- In the case of a corporation, any of the largest shareholders can apply.
- The lessee of a commercially zoned property may apply.

- No person shall use or operate a short-term rental unless they hold a valid license.
- Only buildings that have been occupied as a single detached dwelling for a minimum of 4 years shall be eligible for a license. Any additions placed on the building that expand the number of rooms will not be available to rent until that portion of the addition/extension has been occupied for 4 years.
- All municipal taxes, building permits, water and hydro accounts for the property must be current and not outstanding before a license will be issued.
- Short term rentals must front a public road, have parking, be fully serviced by water and sewage, in compliance with all by-laws, zoning, official plan, proof of liability insurance, fire and health and safety codes.
- All guests must leave registration information with the licensee and the licensee is required to keep daily records for inspection.
- A Municipal Law Enforcement Officer may require access to the licensed premises to inspect and verify compliance.
- A Special Occasion permit is required if a licensee wishes to hold a more commercial gathering or wedding or large reception.
- License infringements will get 72 hours to correct an issue. If the Town must correct the violation it will be at the expense of the Owner. License may also be revoked.
- License fee is \$108 per licensed guest room per year.
- Fine for operating a short term rental without a current license is \$500.

TORONTO

<https://www.toronto.ca/city-government/public-notices-bylaws/public-notices/proposal-to-establish-a-new-municipal-code-chapter-for-short-term-rentals/>

Goal

The City of Toronto's regulations are intended to maximize the benefits of short-term rentals and contain their negative impacts in a manner that is also consistent with the principles in the City's official plan and the overall objectives to promote consumer protection, public safety, and the economic, social and environmental health of the City.

Definition

A short-term rental is all or part of a dwelling unit in the City of Toronto used to provide sleeping accommodations for any rental period that is less than 28 consecutive days in exchange for payment. This includes existing bed and breakfasts and excludes hotels and motels and accommodations where there is no payment.

Key Points

- Short-term rentals are permitted across the city in all housing types
- People can host short-term rentals in their principal residence only – both homeowners and tenants can participate
- People can rent up to three bedrooms or entire residence
- People who live in secondary suites can also participate, as long as the secondary suite is their principal residence
- An entire home can be rented as a short-term rental if owner/tenant is away - to a maximum of 180 nights per year
- People who rent their homes short term must register with the City and pay \$50
- Companies such as Airbnb must become licensed and pay a fee of \$5,000, plus \$1/night booked through the platform

VANCOUVER

<http://vancouver.ca/doing-business/short-term-rentals.aspx>

Definition

“A short-term rental (STR) is a home, or a room in a home, that is rented for less than 30 days at a time.”

Goal

Through its short term rental regulations, the City of Vancouver is seeking to accomplish the following:

- **Long Term Rental Supply:** Protect the supply and affordability of long term rental housing for Vancouver residents.
- **Health and Safety:** ensure residential space rented as tourist accommodation meets Building Bylaw and Property Use standards.
- **Neighbourhood Fit:** Maintain quality of life and safety in residential neighbourhoods and buildings.
- **Tax and Regulatory Equity:** Treat accommodation providers equitably from a tax and regulatory perspective.
- **Supplemental Income:** allow residents to earn income from renting their home occasionally.
- **Tourism:** Support growth in tourism and Vancouver’s ability to support peak tourism season and to host major events.
- **Compliance:** design a regulatory, licensing and enforcement system that is easy to understand, inspires high levels of voluntary compliance and has effective means of preventing unlawful behaviour.

Key Points

- Short-term rentals are allowed starting April 2018 – but not before.
- Homeowners and renters will only be allowed to list their principal residences, defined as where you live most of the year, pay

your bills, cook your meals, and receive government mail.

- Vancouver residents will not be permitted to apply for licences to list secondary suites like basement apartments or laneway homes, or second homes (unless they are the person's principal residence).
- Annual licensing fee of \$49 each year; anyone operating a short-term rental must list the licence number in online advertisements.

NEW ORLEANS (USA)

<https://www.nola.gov/short-term-rentals/>

Definition

“‘Short term residential rental’ means a dwelling unit located within the city that is rented as, or held out as being used as, a shared housing unit, bed-and-breakfast establishment or vacation rental.”

Key Points

- There are three license categories:
 - Accessory – rooms in principle residence or secondary unit; no limit on number of days it can be rented in a year; maximum of three guests per bedroom, with a maximum of six guests in total.
 - Temporary – entire residence; can be rented for a maximum of 90 days per year; maximum of two people per bedroom, with a maximum of ten guests in total.
 - Commercial – entire unit in non-residential district; no limit on the number of days it can be rented in a year; maximum of ten guests.
- The license placard provided by Safety and Permits must be prominently displayed on the front facade of the structure in a location clearly visible from the street during all periods of occupancy.
- Airbnb must collect taxes from their hosts.
- Short-term rentals are banned in the tourism centric French Quarter.
- Short-term rentals are not permitted outdoors, in an accessory structure (e.g. shed, garage, etc.), or in a recreational vehicle.
- Only one party of guests are permitted per short-term rental
- Use of the short-term rental for any commercial or social events is prohibited.

- The short-term rental shall outwardly appear as a residential dwelling.
- Short-term rentals shall not adversely affect the residential character of the neighborhood nor shall the use generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of his or her residence.

Chicago (USA)

Shared Housing Ordinance:

<https://www.cityofchicago.org/content/dam/city/depts/bacp/ordinances/sharedhousingordinanceversionfinal.pdf>

Definitions

“Shared housing host” means an owner or tenant of a shared housing unit who rents such unit to guests.

“Shared housing unit” means a dwelling unit containing 6 or fewer sleeping rooms that is rented, or any portion therein is rented, for transient occupancy by guests. The term “shared housing unit” shall not include: (1) single-room occupancy buildings; (2) hotels; (3) corporate housing; (4) bed-and-breakfast establishments, (5) guest suites; or (6) vacation rentals.

Goal

To strengthen protections for consumers and quality of life while generating new revenue to invest in supportive services and housing for the homeless.

Key Points

- Chicago has created two categories of platforms and has different requirements for each:
 - “intermediaries” (e.g., Airbnb) that primarily list shared housing units registered with the City on the company’s platform; and
 - “advertising platforms” (e.g., HomeAway) that primarily list licensed vacation rentals or bed-and-breakfasts on the company’s platform, and do not receive rental or revenue data from hosts.
- Chicago limits short-term rentals in the different types of units as follows, though hosts can seek exemptions from these rules from the city:
 - **single-family homes**: only primary residences can be rented;
 - **multi-family homes** (i.e. 2-4 units): only primary residences can be rented and a limit of one rental unit per building will apply; and
 - **multi-unit buildings** (i.e. 5+ units): a limit of one-quarter of the total number of dwelling units in the building or 6 rental units, whichever is less, will apply.

- Primary residence is defined as a dwelling unit: (1) that is occupied by its owner on a daily basis at least 245 days in the applicable calendar year; and (2) for which the owner has claimed a Cook County homeowner exemption
- There is a “one-strike-and-you’re-out” rule for certain “egregious conditions” (e.g. violent acts, drug trafficking, gang-related activity, improper commercial activity including large parties) and a “three-strikes-and-you’re out” rule for units that cause a disturbance due to certain incidents (e.g. noise, public drunkenness, harassment of passersby, loitering, overcrowding).
- The City will establish an “**ineligible list**” and ensure that these units are not allowed to operate. This list will prohibit the properties of problem landlords, building code scofflaws, and units that are subject to an order to vacate or that have been deemed a public nuisance from being listed on the site.
- Cooperative buildings, condominium buildings, and buildings governed by a homeowner’s association, regardless of size, along with owners of buildings with five or more units are able to request to be added to a “**prohibited buildings**” list to establish short-term rental activity as illegal in their buildings. The City screens unit registrations to determine if any are located in these buildings and, if so, take enforcement action to remove the units from the registry.
- The legal voters of any precinct within the City that contains residentially zoned property may petition their local alderman to introduce an ordinance establishing that precinct as a restricted residential zone, with different levels of restriction available.

RESOURCES

Ontario by-laws

Town of The Blue Mountains: [BY-LAW NO. 2009-04](#)

Town of Niagara-on-the-Lake: [BY-LAW NO. 4634-13](#)

Other jurisdictions

New Orleans, USA: [Short Term Rentals](#); [Licensing Ordinance](#); [Zoning Ordinance](#)

Chicago, USA: [Ordinance](#), [Summary](#)

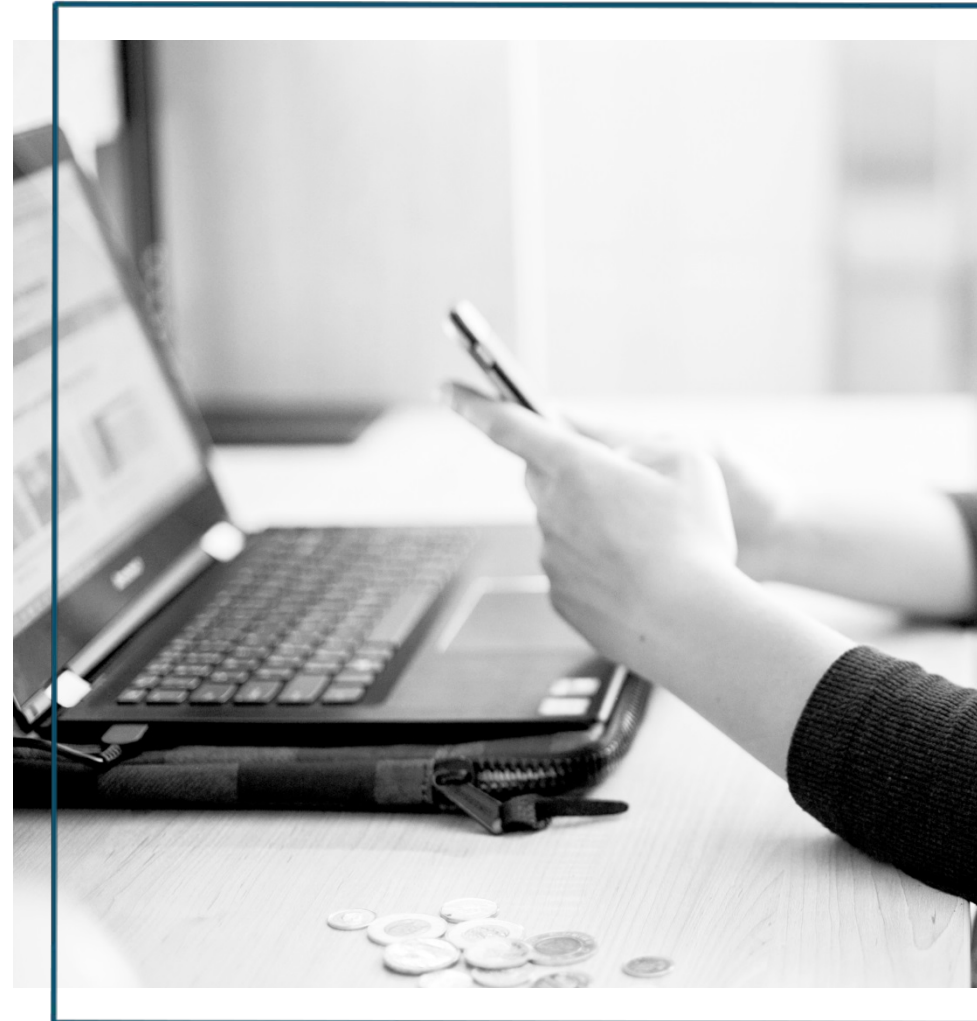
Mowat Centre Research

[What to do about Airbnb? Four things Ontario should consider in the move to regulate home-sharing](#)

[Regulating Disruption: Governing in an era of rapid technological change](#)

Canadian Centre for Policy Alternatives

[Regulating Airbnb and the Short-Term Rental Market](#)



THE HOME-SHARING GUIDE FOR MUNICIPALITIES



Ministry of Finance
2018

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TO: Mayor Gibson & Members of Council

FROM: William Kolasa, CAO

DATE OF MEETING: April 20, 2021

SUBJECT: 2021 Summer Lakeshore Area Management Strategy

RECOMMENDATION(S):

THAT Administrative Staff Report ASR-011/2021 respecting a strategy for the management of issues along the lakeshore areas of the Township for the summer of 2021 be received as information; and

THAT staff continue to liaise and work cooperatively with the Niagara Peninsula Conservation Authority, Niagara Region and Niagara Regional Police to plan for and address any issues that may present on NPCA or Regional lands as well as on other private property along the lakeshore; and

THAT Council consider amendments to the Township's Parking By-law in response to comments received from the public regarding lakeshore area on-street parking opportunities; and

THAT staff be directed a draft return a by-law to regulate Township beaches and road allowance lake accesses at the next available meeting of Council; and

THAT staff be authorized to relocate the Township's accessible public washroom facility at Long Beach to the Augustine Road Lake Access as outlined in the report.

EXECUTIVE SUMMARY:

This report serves to provide Council with background information and options for consideration in relation to a management strategy for issues associated with the lakeshore area of the Township, first realized in the summer of 2020 and exacerbated by the COVID-19 pandemic.

BACKGROUND:

The Township of Wainfleet is home to 5 publicly-owned Lake Erie beaches with just over 2 kilometres of publicly-owned shoreline as outlined in Table 1.

Table 1 – Publicly-Owned Beaches in Wainfleet

	Public Beaches	Address	Owner	Shoreline	
				Metres	Feet
1	Long Beach Conservation Area	12965 Lakeshore Road	NPCA	690	2,264
2	Niagara Regional Beach	12463 Lakeshore Road	Niagara Region	130	426
3	Lakewood Conservation Area	11705 / 11629 Lakeshore Rd	NPCA	169	554
4	Morgan's Point Conservation Area	11420 Morgan's Point Road	NPCA	560	1,837
5	Reebs Bay Beach	10599 - 10703 Lakeshore Rd	Township of Wainfleet	550	1,804
			Total	2,099	6,885

As depicted in Table 1, only one of the five public beaches is owned by, and is under the jurisdiction of, the Township of Wainfleet: Reebs Bay Beach (located near the intersection of Quarry Road and Lakeshore Road).

In addition to the above-noted public beaches, the Township is also presently the owner of 17 unopened road allowances, originally laid out by crown surveyors in the 1800s, that can serve as access points to Lake Erie. Each of these unopened road allowances is 20 metres (66 feet in width), with the two outlying road allowances located at the Haldimand and Port Colborne borders being jointly owned with our neighbouring municipalities (i.e. split down the middle).

Aside from the above and for all intents and purposes, all other shoreline/beachfront lands in the Township are, in fact, privately owned property and access to such property is subject to the will of individual property owners.

In addition to shoreline lands, Wainfleet is also home to the several public conservation areas owned by the Niagara Peninsula Conservation Authority that provide recreation opportunities:

- [Wainfleet Wetlands Conservation Area](#) which is a passive, designated natural area to further the NPCA's objectives of conservation, restoration and the development and management of natural resources;
- [Wainfleet Bog](#) which is provincially, regionally and locally significant and the largest remaining bog within southern Ontario, providing habitat to a variety of unique plants and animals.
- [Chippewa Creek Conservation Area](#) which includes Dils Lake, a 10 hectare manmade reservoir that offers a variety of outdoor activities including non-motorized boating, swimming, fishing and camping.

Summer of 2020

A worldwide COVID-19 pandemic struck in the spring of 2020. The Province of Ontario declared its first state of emergency of March 17, 2020 and the Township of Wainfleet formally declared a state of emergency on April 3, 2020 (along with Niagara Region and its 11 other local area municipalities). Although Wainfleet (and Niagara Region) remain

in a formal state of emergency to this date, by June of 2020, the Province began rolling back certain regulations to facilitate Ontario's action plan towards recovery. The Province ended its first emergency declaration by the end of July 2020 (and has since declared two additional states of emergency: on January 13, 2021 and on April 7, 2021; each accompanied by province-wide stay-at-home orders).

The summer of 2020 saw a massive influx of visitors seeking to escape COVID-19 restrictions and take advantage of both inviting weather and local recreational amenities. While 2020 could be considered to be somewhat of an anomaly year, the situation was not unique to Wainfleet: municipalities across Niagara Region and the entire Province of Ontario experienced an influx of persons seeking to enjoy outdoor recreational activities. By July of 2020, the Township was attempting to deal with a variety of complaints regarding the summer activities:

- Overcrowding and beachgoers failing to adhere to recommended COVID-19 safety protocols (physical distancing, mask use, etc.);
- Illegal and unsafe parking;
- Operation of businesses from beaches without proper municipal approvals;
- Littering and improper disposal of garbage;
- Beachgoers using alcohol, tents, barbeques and bonfires - impacting other beach users and neighbouring property owners;
- Beachgoers bringing pets to the beach;
- Trespassing onto private beaches and nearby private properties;
- Various public nuisances (including public urinating, defecating, etc.) and a general lack of consideration for neighbourhoods.

While many municipalities faced similar unwelcome behaviours during the summer of 2020, Wainfleet differed from many such municipalities as a majority of the complaints received by the Township were related to lakeshore properties that were either privately owned or were publicly owned but not under the control or jurisdiction of the Township of Wainfleet.

In response to the complaints and during the course of the summer, the Township implemented a number of incremental measures to address those unwelcome activities that it had jurisdiction over. This included:

- Enhanced municipal law enforcement efforts (including both enforcement and public education efforts utilizing Township By-law Enforcement Officers (one regular, full time enforcement officer plus one seasonal parking enforcement officer), Township Fire Enforcement personnel (including the Fire Chief and Deputy Fire Chief), Niagara Regional Police [paid duty by the Township] and private security personnel [paid by the Township]);

- Incremental amendments to the Township's parking regulations to address reported parking issues and to attempt to control the influx of visitors by limiting the supply and availability of parking spaces;
- Increased maintenance and COVID-related cleaning of Township-provided amenities (including garbage receptacles public washroom facilities).

On September 23, 2020, the Township hosted a hybrid Public Open House (including members of the public attending both in person and via remote telecommunications channels due to ongoing COVID-19 health and safety protocols). The meeting included a brief history and review of facts associated with the Wainfleet lakeshore situation followed by an opportunity for the public to provide comments regarding addressing the circumstances faced by the Township over the course of the summer.

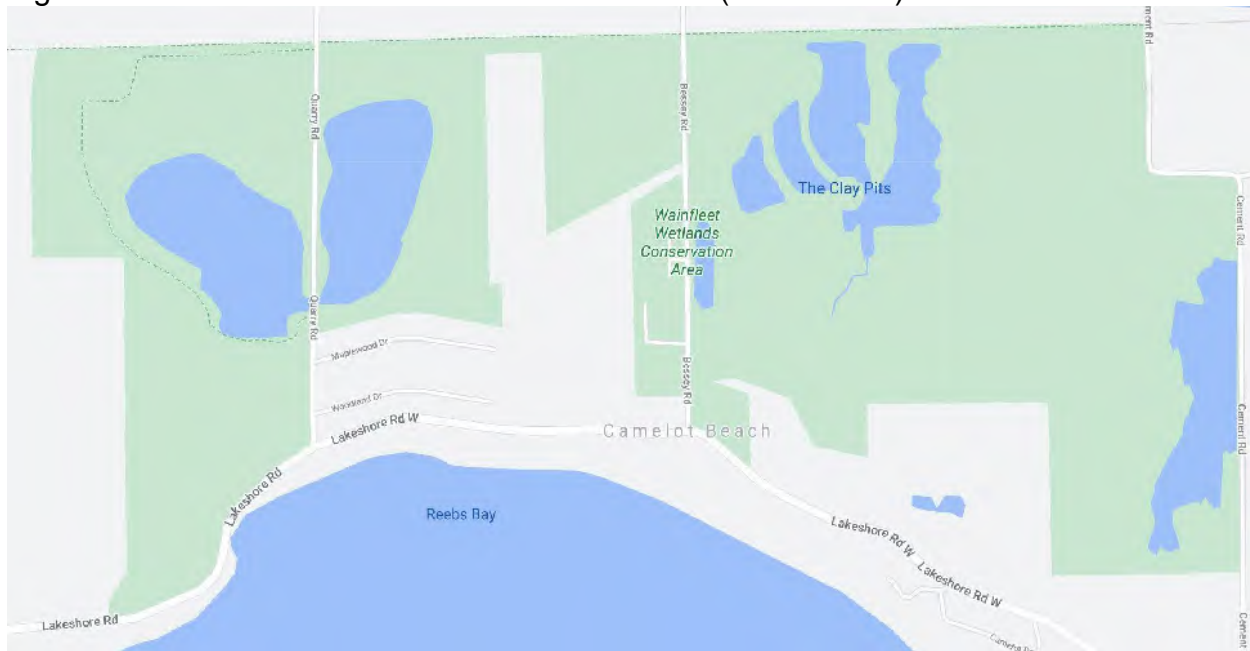
Far and away, the bulk of comment and complaints received by the Township related to activities reported as occurring at Long Beach (i.e. Augustine Road Lake Access and more particularly, the two privately owned beaches to the west and east of the Augustine Road Lake Access) and, to a lesser extent, the Wainfleet Wetlands Conservation Area (see Figure 1 and Figure 2).

Figure 1 – Augustine Road Lake Access (Yellow Area)



Note: the yellow area is the unopened road allowance owned by the Township of Wainfleet and offering lake access; with beach areas to west and east of the road allowance being privately-owned property.

Figure 2 – Wainfleet Wetlands Conservation Area (Green Area)



Note: although the conservation area stretches eastward towards the Port Colborne boundary, the primary area of complaints stem from the Quarry Road “ponds” and southwards to Lakeshore Road (where the Township’s Rees Bay Beach and Township-supplied amenities [washrooms, parking, etc.] are located).

OPTIONS/DISCUSSION:

In the intervening months since the September, 2020 Public Open House, the Township has embarked on a multi-prong approach to develop a flexible plan in anticipation of the summer of 2021. The Township recognizes that issues in 2020 were amplified by the pandemic, and we have every expectation that issues will continue to be amplified through 2021 and until the pandemic is deemed over.

A. Engaging with Public Sector and Enforcement Partners

As part of efforts to prepare for the summer of 2021, the Township has attempted to work cooperatively with our public sector partners owning and operating beach and recreation facilities within the Township of Wainfleet:

Niagara Peninsula Conservation Authority

Through a series of meetings, staff at the Township and the NPCA met to review 2020 experiences and identify options and alternatives to improve experiences for 2021 and beyond. One result of this engagement process included a public consultation exercise/survey spearheaded by the NPCA and seeking input directly from the community regarding NPCA amenities within the Township. The results of that survey will assist the NPCA in formulating plans for consideration by the Conservation Authority’s Board of Directors with a goal of alleviating some of the issues experienced in 2020, primarily (though not exclusively) at the Wainfleet Wetlands Conservation Area.

Those plans which are currently under development are anticipated to include both short-term and longer-term options to address the variety of concerns and recommendations received from the public. Once considered by the NPCA Board of Directors, the information and plans will also be shared with the Township.

Niagara Region

Each year, the Township works cooperatively with Niagara Region to facilitate the operations of the Niagara Regional Beach located at 12463 Lakeshore Road in Wainfleet. This year, in addition to the coordination of routine beach operating arrangements between the Region and the Township, staff have also been exploring prospects to enhance public beach access opportunities to potentially relieve pressure on the more central (and privately-owned) Long Beach location. Staff have also been working with Niagara Region to secure additional enforcement tools to address issues known to occur at the Regional Beach location (primarily with respect to the illegal and unsafe parking). These details are still being processed through Regional channels, and further information will be shared with the Township when it becomes available.

In addition to administration of the Niagara Regional Beach, staff have been in constant and ongoing communication with Niagara Region regarding enforcement of COVID-19 health and safety protocols established by the Province and applicable health professionals. Staff anticipate ongoing cooperation between the Township and the Region as the summer progresses.

Niagara Regional Police Service

Township staff have also engaged the Niagara Regional Police Service (6 District – Port Colborne/Wainfleet) to review 2020 experiences and opportunities for 2021. In response to concerns raised by the Township (as well as similar concerns being raised by other South Niagara Municipalities) and the Township's own 2020 initiative of hiring paid duty police officers to attempt to address community concerns; the Police Service has budgeted for, and is exploring the potential of instituting, additional manpower and resources to offer a special community patrol to monitor and respond to seasonal beach areas. It is hoped that this new initiative will be operational in time for the rapidly approaching beach season and will assist in addressing all variety of unwelcome behaviours that were observed in 2020.

B. Reviewing Township Lakeshore Management Strategies

Given the nature of privately-owned beach properties and limitations associated with the Township attempting to regulate activities on those private properties; staff have attempted to focus attention on matters that are within the jurisdiction of the Township.

Regulation of Parking

Throughout the course of 2020, the Township continually monitored and attempted to adjust parking regulations in response to the overwhelming influx of lakeshore visitors, particularly in key problem areas in the vicinity of Long Beach (i.e. Augustine Road Lake

Access) and the Wainfleet Wetlands Conservation Area. Changes implemented by the Township included reducing the supply of public on-street parking in an effort to de-incentivize attendance as well as adjusting the Township's parking fine structure to be more representative of fine structures present in larger municipalities.

These initiatives did yield some positive results, however, during the Township's fall public consultation effort: the Township did receive concerns from the community about the unavailability of parking for local residents to access lakeshore areas. In response to the community concerns, staff are at this time recommending the initiation of a trial program that would see the re-establishment of a limited amount of on-street permit parking spaces that would be available for residents in prime focus areas. Full details of these proposed parking by-law amendments are contained in a separate By-law Enforcement Services Report to be considered at the April 20, 2021, meeting of Council.

Augustine Road Lake Access

As previously noted, the Township of Wainfleet's situation differs from its Niagara Region neighbours in regard to addressing unwelcome beach behaviours. More specifically: unlike our municipal neighbours, the Township of Wainfleet does not own, maintain or have jurisdiction or control over the beaches that are the primary focus of complaints (namely Long Beach). Instead, the Township has jurisdiction over only a narrow lake access (i.e. an unopened road allowance) which, by law, is a parcel of land that members of the public have a right to freely pass over.

Over the years, the Township has attempted to make the best of the limited assets that it has in the area, while at the same time, attempting to respect and accommodate neighbouring property owners. This has resulted in the present configuration of waste receptacles and public washrooms in the vicinity of Long Beach (including the Township providing waste receptacles at the Township's Augustine Road Lake Access and an accessible public washroom located at the Hungry Putter commercial operation at the intersection of Lakeshore and Brawn Roads).

There have been suggestions regarding the placement of additional waste receptacles and public washrooms at Long Beach. Based on the current state of property ownership and historical discussions regarding waste receptacles and public washrooms in the area, staff are hesitant to recommend this option due to the potential impacts on adjacent property owners.

That said, it is certainly possible to accommodate additional amenities on the limited Township-owned property at the Augustine Road Lake Access and such amenities could have the potential of reducing some of the more disconcerting complaints that the Township has received regarding inappropriate behaviour of beachgoers. Reducing the incidence of these inappropriate behaviours may warrant the potential negative impacts of having a public washroom facility located in the residential area of Long Beach. To that end, staff are recommending that the Township relocate the current, screened and accessible public washroom from its present location at the commercial Hungry Putter property location to the Augustine Road Lake Access on a trial basis for 2021.

As in 2020 and in keeping with COVID-19 health and safety protocols, the Township will also be maintaining enhanced cleaning and maintenance procedures for all public washroom and waste receptacle amenities provided by the municipality throughout the Township (including the two public washrooms provided by the Township at its Reeb's Bay Public Beach).

Regulation of Township-Owned Beach and Lake Accesses

In response to concerns raised during 2020, comments received from the public regarding the Township's Reeb's Bay Public Beach and the Township's numerous road allowance lake accesses and following a review of best practices in place in other Ontario municipalities, staff have also been researching the development of a new by-law to regulate the use of the Township's beach and road allowance lake accesses. The by-law is currently undergoing final legal review and will be presented for the consideration of Council at its next available meeting.

Other Initiatives and Options

Staff have also been exploring other initiatives and options to address the extraordinary situation experienced in 2020. These alternatives have included

- Undertaking a comprehensive and ongoing educational campaign regarding permitted beach uses and acceptable activities – with a focus on creating a safe, respectful and enjoyable environment for all;
- Revisiting the free-for-all, open public beach model offered by the Township;
- Retaining an external consultant to undertake a Master Plan to assess the totality of municipal assets in the Lakeshore Area of the Township and develop a long term vision and action plan to implement a new strategic direction for the area;
- Taking a step back and temporarily closing the Township's Reeb's Bay Beach and Road Allowance Lake Accesses (particularly in the event that this third wave of the COVID-19 pandemic continues to escalate).

Staff would welcome discussion and direction from Council regarding next steps in dealing with these matters.

FINANCIAL CONSIDERATIONS:

Implementation of the options recommended in this report can be accommodated within the Township's approved 2021 operating budget.

OTHERS CONSULTED:

- a) Strategic Leadership Team

ATTACHMENTS:

None.

Respectfully submitted by

William J. Kolasa
Chief Administrative Officer/Clerk

TO: Mayor Gibson & Members of Council

FROM: Mark Tardif, By-law Enforcement Officer

DATE OF MEETING: April 20, 2021

SUBJECT: Review of Parking and Traffic By-law No. 010-2018

RECOMMENDATION(S):

THAT By-law Enforcement Staff Report BESR-005/2021 respecting the Review of Parking and Traffic By-law No. 010-2018 be received; and

THAT Council consider proposed amendments to Parking and Traffic By-law attached to this report as Appendix "A"

EXECUTIVE SUMMARY:

The 2020 parking season revealed parking issues that have never previously been encountered in the Township, primarily arising from an influx of visitors to the area associated with public desire to escape mandatory shut down restrictions originally issued under an Emergency Order due to the Covid-19 Pandemic.

Our beaches and roads were overrun with new visitors which caused many traffic issues as well as nuisance issues for our residents. The Parking By-law No. 010-2018 took on a few amendments to address these issues and this report, along with the new proposed amendments, will put the Township in a good position for this summer season should the summer of 2021 be like the summer of 2020.

BACKGROUND:

The summer of 2020, being the first summer of the Province of Ontario being in a State of Emergency due to the Covid-19 pandemic, and many people out of work due to shut downs under Provincial Emergency Orders caused an influx of issues that have not been seen before as it relates to beaches and parking.

With Council's support in 2020, a number of amendments were made to the Parking By-law to address issues that arose within the Township. After the 2020 summer season, staff reviewed the parking by-law and outstanding issues that had not been addressed and developed further amendments to the parking by-law in the hope that this will resolve more issues in advance of the 2021 summer season.

OPTIONS/DISCUSSION:

Most of the recommended changes to the by-law are to provide clarification; the main amendment being the separation of "Stop", "Stand" and "Park" restrictions, which currently

are all regulated under one section of the by-law. It has been realized that these sections are better applied separately, so definitions for each have been added and although they are remain under the same section of the by-law, each offence now has a separate schedule for signage which will help during enforcement procedures.

Proposed amendments also serve to implement Resident Parking Permits (a section that was included in the original by-law, but that was left blank for future use). That section will now be utilized with requirements for Residential Parking Permits, along with a schedule which will outline where this type of parking is permitted. There is a recommended fee of \$10.00 per property application per year (with up to four vehicles per property included for the set fee). This purpose of the fee is to recover the costs associated with the resident parking permit program (administration expenses and costs of vehicle permit stickers). If supported by Council, the Township Fees and Charges By-law will need to be amended to reflect this new program.

In addition, the section for Emergency Route parking has been changed from “No Parking” to “No Stopping” as not stopping by Highway Traffic Act definition is a stricter regulation. Along with this, Schedule A1 has been amended to include additional Emergency Routes in locations where the Fire Department draws water for fire fighting purposes in emergency situations. The additional emergency routes will ensure the areas are always be clear so our Fire Department has access to water at all times, this is also for the safety of Wainfleet residents.

FINANCIAL CONSIDERATIONS:

Due to these recommended changes, new Parking Ticket Books will need to be printed to reflect the section changes. This has been accounted for and approved in the 2021 Operating Budget.

OTHERS CONSULTED:

- 1) Strategic Leadership Team

ATTACHMENTS:

- 1) Appendix “A” – Amendment to Parking By-law

Respectfully submitted by,

Reviewed by,

Mark Tardif
By-law Enforcement Officer

Lee Gudgeon
Manager of Protective Services

Approved by,

William Kolasa
Chief Administrative Officer/Clerk

APPENDIX “A” TO BESR-005/2021

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 012-2021

Being a By-law to amend By-law No. 010-2018,
being a By-law to Regulate Traffic and Parking
in the Township.

WHEREAS the Council of the Township of Wainfleet enacted By-law No.010-2018 on the 27th day of March, 2018, to regulate traffic and parking in the Township;

AND WHEREAS the said By-law No.010-2018 has been amended from time to time;

AND WHEREAS the Council of the Township of Wainfleet deems it necessary and appropriate to further amend By-law No.010-2018;

NOW THEREFORE the Council of the the Township of Wainfleet
HEREBY ENACTS AS FOLLOWS:

- 1) **THAT** the definitions of “The Highway Traffic Act”, “Park”, “Parking”, “Stand”, “Standing”, “Stop” and “Stopping” in section 2 of By-law No. 010-2018 be deleted and the following be substituted therefor:

“Highway Traffic Act” or **“HTA”** means the *Highway Traffic Act*, R.S.O. 1990, c. H.8.

“Park” or **“Parking”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

“Stand” or **“Standing”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the halting of a vehicle, whether occupied or not, except for the purpose of while actually engaged in receiving or discharging passengers.

“Stop” or **“Stopping”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or a traffic control sign or signal.

- 2) **THAT** section 2 of By-law No. 010-2018 be amended by adding the following definition:

“Residential Parking Permit” means a permit issued under section 4.15.2.2.

- 3) **THAT** section 4.8 of By-law No. 010-2018 be amended by adding the following:

4.8.2. No person shall Stop a vehicle in an Emergency Route at any time or for any purpose.

- 4) **THAT** section 4.9 of By-law No. 010-2018 be deleted and the following substituted therefor:

4.9 Stopping and Standing – Schedules “AA”, “AB” and “A1”

4.9.1. Where official signs are on display, no person shall Stop or Stand a vehicle or permit a vehicle to remain Stopped or Standing on any portion of a highway in contravention of Schedule “AA” (Stopping Prohibitions), Schedule “AB” (Standing Prohibitions) or Schedule “A1” (Stopping Prohibitions – Emergency Routes).

- 5) **THAT** section 4.10.1 of By-law No. 010-2018 be amended to read as follows:

4.10.1 For the purposes of this by-law, Stopping prohibitions, Standing prohibitions and Parking prohibitions, shall be regulated under Schedules “AA” “AB” “AC”, “A1” “A2” “A3” “A4” and “A5” and shall be enforced by one or more official signs identifying the applicable prohibition or prohibitions.

- 6) **THAT** Section 4.12.1.12 of By-law No. 010-2018 be repealed.

- 7) **THAT** section 4.13 of By-Law No. 010-2018 be deleted and the following substituted therefor:

4.13 Parking Prohibited – Schedules “AC”, “A2”, “A3”, “A4” and “A5”

4.13.1. Where official signs are on display, no person shall Park a vehicle or permit a vehicle to remain Parked on any portion of a highway in contravention of Schedule “AC” (Parking Prohibitions), Schedule “A2” (Parking Prohibitions – Municipally Owned Lands), Schedule “A3” (Parking Prohibitions – Designated Accessible Parking Area), Schedule “A4” (Parking Prohibitions – Angular Parking) or Schedule “A5” (Parking Prohibitions – Parking by Residential Parking Permit Only).

- 8) **THAT** section 4.15.2 of By-law No. 010-2018 be amended to read as follows:

- 4.15.2.1. No person shall Park a vehicle in an area designated for Permit Parking Only upon the highways or parts of the highways set out in Schedule “A5” without a Residential Parking Permit.
- 4.15.2.2. Residents of the Township are eligible to apply for and obtain up to four (4) Residential Parking Permits per municipal address.
- 4.15.2.3. All applications for a Residential Parking Permit shall be submitted to the Township using the prescribed form that is available from the Township and shall be accompanied by the application fee as set out in the Township’s Fees and Charges By-law and such other materials as may be required by the Township to confirm (i) that the applicant is a resident of the Township; and (ii) the municipal address to which the application relates.
- 4.15.2.4. A Residential Parking Permit shall be valid for use in all vehicles that are registered to persons who own or reside at the municipal address in

relation to which the Residential Parking Permit is issued and shall not be valid for use in any other vehicles.

- 4.15.2.5. A Residential Parking Permit shall expire on December 31st of the year in which it was issued.
- 4.15.2.6. Where a vehicle is parked pursuant to a Residential Parking Permit issued in accordance with this section, the Residential Parking Permit shall be displayed in the vehicle in a manner that is clearly visible from outside the vehicle.
- 4.15.2.7. Where a vehicle is parked in an area designated for Permit Parking Only without a Residential Parking Permit and/or without a Residential Parking Permit displayed in a manner that is clearly visible from outside the vehicle, the registered owner of the vehicle is guilty of an offence and is subject to penalty as set out in section 11 of this by-law.

9) **THAT** the Schedules to By-law No. 010-2018 be amended as follows:

- a. That Schedule "A" be deleted and Schedule "AA" (Stopping Prohibitions), Schedule "AB" (Standing Prohibitions) and Schedule "AC" (Parking Prohibitions), as attached to this by-law, be substituted therefor;
- b. That Schedule "A1" be deleted and Schedule "A1" (Parking Prohibitions Emergency Route) be substituted therefor; and
- c. That Schedule "A5" (Parking by Residential Parking Permit Only), as attached to this by-law, be added.

10) **THAT** this by-law shall come into force and take effect on the date of final passage thereof.

BY-LAW READ AND PASSED THIS 20TH DAY OF APRIL, 2021

K. Gibson, MAYOR

W. Kolasa, CLERK

SCHEDULE “AA of By-law 010-2018”

Schedule “AA” Stopping Prohibitions

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Augustine Road	Both Sides	From Lakeshore Road to Lakeshore Road	All Times / Everyday
Quarry Road	West Side	From Lakeshore Road to a point 235 metres North of Lakeshore Road.	All Times / Everyday
Quarry Road	West Side	From a point 280 metres North of Lakeshore Road to Highway 3.	All Times / Everyday
Quarry Road	East Side	From Lakeshore Road to a point of 240 metres North of Lakeshore Road.	All Times / Everyday
Quarry Road	East Side	From Lakeshore Road to a point of 275 metres North of Lakeshore Road to Highway 3.	All Times / Everyday

SCHEDULE "AB" of By-law 010-2018

Schedule "AB"
Standing Prohibitions

Column 1
Highway

Column 2
Side

Column 3
From / To

Column 4
Times / Days

SCHEDULE "AC" of By-law 010-2018

Schedule "AC"
Parking Prohibitions

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Lakeshore Road	South Side	Cement Rd to Side Rd #32	All Times / Everyday
Lakeshore Road	North Side	Cement Rd to a point 30 metres past Quarry Road.	All Times / Everyday
Lakeshore Road	North Side	From a point 50 metres past Quarry Road to Side Road #32.	All Times / Everyday
Bellevue Beach Rd	Both Sides	From Lakeshore Rd to its Southerly limits	All Times / Everyday
Walnut Hill Road	Both Sides	From Regional Road 3 to Augustine Road	All Times / Everyday
Slater Boulevard	Both Sides	From Walnut Hill Road to Augustine Road	All Times / Everyday
Hock Road	Both Sides	From Walnut Hill Road to Sandel Road	All Times / Everyday
Sandel Road	Both Sides	From Hock Road to Regional Road 3	All Times / Everyday
Erie Street	Both Sides	From Regional Road 3 to Gallinger Road	All Times / Everyday
Gallinger Road	Both Sides	From Brawn Rd to Dead End	All Times / Everyday
Tunnacliffe Road N	Both Sides	From Regional Road 27 to a point 70 metres South of Regional Road 27.	All Times / Everyday
Brawn Road	East Side	Regional Road 3 Road to Gord Harry Trail	All Times / Everyday
Brawn Road	West Side	Regional Road 3 to a point of 180 metres North of Regional Road 3.	All Times / Everyday

SCHEDULE “A5” of By-law 010-2018

Schedule “A5”

Parking Prohibitions – Parking by Residential Parking Permit Only

<u>Column 1</u> Highway / Location	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Brawn Road	West Side	From a point of 180 metres North of Regional Road 3 to Gord Harry Trail.	All Times / Everyday
Lakeshore Road	North Side	From a point 30 metres West of Quarry Road To a point 50 metres West of Quarry Road.	All Times / Everyday

SCHEDULE “A1” of By-law 010-2018

Schedule "A1"**Stopping Prohibitions – Emergency Routes**

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times /Day
Quarry Rd	West Side	From a point of 240 metres North of Lakeshore Road to a point 275 metres North of Lakeshore Road.	All Times / Everyday
Side Road 18	Both Sides	Lakeshore Rd to Lake Erie	All Times/Every Day
Bellevue Beach Rd	Both Sides	Beach Rd E to Lake Erie	All times/Every Day
Minor Rd	Both Sides	Lakeshore Rd to Lake Erie	All times/Every Day
Daley Ditch Rd	Both Sides	Lakeshore Rd to Lake Erie	All times/Every Day
Park St	South Side	From a point 147 metres West of Sugarloaf Street to a point of 174 metres west of Sugarloaf Street.	All times/Every Day

TO: Mayor Gibson & Members of Council

FROM: M. Jemison, Drainage Superintendent

DATE OF MEETING: April 20, 2021

SUBJECT: Apportionment Agreement – (MacLellan)

RECOMMENDATION(S):

THAT Drainage Staff Report DSR-008/2020 respecting Apportionment Agreement (MacLellan) be received;

AND THAT the Agreement on Share of Assessment attached hereto as Appendix “A” be approved.

EXECUTIVE SUMMARY:

Applications B04/2021W, B05/2021W and B06/2021W were made by H. MacLellan to the Township for consent to sever and adjust the boundaries of portions of their property, and was subsequently approved. This severance affects the Drain Assessment Schedule for the Lambert Road Municipal Drain and as such, staff have prepared Agreements on Share of Assessment (Apportionment Agreement) as per Section 65 (2) of the Drainage Act, R.S.O. 1990. Upon resolution by Council, these agreements will form part of the Drain Assessment Schedule of the affected drain.

BACKGROUND:

It is the practice of the Township of Wainfleet to provide Apportionment Agreements for property severances on lands assessed to a municipal drain. In order to maintain fair and equitable billing for drain maintenance activities, up-to-date property ownership records must be maintained by the Township. Changes in ownership and lots sizes affect the amount of benefit derived from drainage works and the amount of obligation for maintenance charges.

OPTIONS/DISCUSSION:

Section 65 (2) of the Drainage Act reads:

Agreement on share of assessment

(2) If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1). 2010, c. 16, Sched. 1, s. 2 (26).

To satisfy the requirements of the Drainage Act and continue legal and fair billing practices for drain maintenance, Council is requested to:

- Approve this agreement by resolution.

FINANCIAL CONSIDERATIONS:

There are no financial impacts on the Township of Wainfleet. The approval of apportionment agreements ensures that invoices for the maintenance of municipal drains to individual property owners continues to be legal and equitable based on the amount of benefit provided by the drainage works.

OTHERS CONSULTED:

- 1) Sarah Ivins - Planner, Assistant Secretary-Treasurer - Committee of Adjustment

ATTACHMENTS:

- 1) Appendix "A" – Apportionment Agreement (MacLellan)

Respectfully submitted by,

Approved by,

Mark Jemison
Drainage Superintendent

William J. Kolasa
Chief Administrative Officer/Clerk

APPENDIX “A”

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Township of Wainfleet

"Wainfleet - find your country side!"

Agreement Between Property Owners for Municipal Drain Assessment Apportionment Due to Land Severance or Sale

This Apportionment Agreement has been calculated by the Drainage Superintendent for the Township of Wainfleet, on behalf of the landowner(s) indicated below. Calculations on the property sizes and shares of assessment have been made using the numbers provided in the latest Engineer's Report for the Municipal Drain to which the properties are assessed, as well as any additional information contained with the drainage files of the Township. Property sizes indicate the area of the subject properties that are assessed to a particular drain and may not be indicative of the total size of property owned. Property sizes also may NOT be the same as calculated or shown on property tax related assessments.

Original Parcel Information as per the Engineer's Report on the Lambert Road Drain by K. Smart (2018).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
271400001002202	H. MacLellan	17.23	N/A	0.51
	TOTALS	17.23		0.51

New or Current Parcel Information (calculated).

Roll No. or Lot & Conc.	Landowner	Hectares Affected	Acres Affected	% Main. Costs
Unknown (Part 1)	H. MacLellan	1.09	N/A	0.032
Unknown (Part 2)	H. MacLellan	1.09	N/A	0.032
Unknown (Part 3)	H. MacLellan	1.09	N/A	0.032
271400001002202 (Part 4)	H. MacLellan	13.96	N/A	0.413
	TOTALS	17.23	N/A	0.51

I/We, the undersigned, agree on the share of assessment of costs as detailed above.

Landowner 1: H. MacLellan

Date: APRIL 13 2021

Signature: 

THIS AGREEMENT ON SHARE OF ASSESSMENT IS ADOPTED BY THE TOWNSHIP OF WAINFLEET COUNCIL BY RESOLUTION.

Resolution #: _____ Date: _____

Signature of the Township Clerk: _____



Memo

To: Mayor Gibson & Members of Council
From: Morgan Alcock, Fire Chief/CEMC
Date: April 20, 2021
Re: Apparatus Update

On Saturday April 3, 2021 while operating at a grass/rubbish fire, Squad 1 (2005 Chevrolet C5500 Medium Duty, 4x4 Initial Attack Apparatus) experienced another pump/compressor failure. Thankfully, this was a low priority, low hazard incident and no threat to public or personnel occurred.

Staff contacted a repair firm that specializes in Emergency Vehicles to inspect and diagnose the issues and provide options for the repair. Given the history of failures and the unavailability of parts, the firm would not provide an estimate for the repairs as they were uncertain how extensive the damage is without removing the apparatus from service for an extended period of time.

As previously reported, Squad 1 cannot have its pump repaired as there is no supporting manufacturer or parts available. Since September of 2019, Squad 1 has been removed from the roster as a NFPA 1901 Chapter 5 compliant Pumper Fire Apparatus. Without a certified pump, fire personnel have been directed to not conduct interior firefighting operations with Squad 1, which has resulted in a reduced level of service and lowered insurance grading with Fire Underwriters Survey (FUS) for the area served by Station 1.

In early 2019, the repair firm did provide an estimate for a complete pump replacement, re-plumbing and whole new ULC test of the apparatus of \$15,000.00 - \$25,000.00. It is expected that these costs are now much higher than previously estimated.

This particular apparatus has undergone a series of extensive repairs, including full frame replacement (2018), attempted pump rebuild (2019), full suspension replacement (2020), for a combined cost in excess of \$60,000, since 2018.

As previously reported, due to a suspension system failure, Squad 1, was removed from service for an extended period while repairs were completed. Once repairs were completed, it was noted by the repairer that they felt the apparatus may have been overweight which may have been a contributing factor to the failure. Staff investigated the chassis manufacturers weight rating and found that the apparatus manufacturer had re-engineered and increased the weight rating. Staff then had the truck weighed at a local scale and found the truck to be grossly overweight. The Fire Service Leadership Team met to determine the priorities for the apparatus to perform resulting in the removal of all “non-essential” equipment from the apparatus in an attempt to reduce the weight load.



In addition, Engine 2 (1999 International) is now 22 years in service. FUS does not recognize apparatus that are over 20 years old for “Front-line” service and as such has lowered the insurance grading for the area served by Station 2 (Wainfleet). However, FUS does recognize apparatus beyond 20 years old for Reserve Status.

It should be noted that WFES operates with no reserve apparatus and that the Operational Review conducted by Dillon Consulting (2016) recommendations states:

#39. Consideration be given to creating major apparatus reserve capacity including a minimum of one pumper.

Having reserve apparatus ensures continuity of services and provides options during long term service disruptions as well as provides training equipment while maintaining services.

During budget deliberations, staff provided Council with an asset forecast. This forecast assumes apparatus usability for the entire estimated service life and does not take into consideration catastrophic failures, breakdowns or parts obsolescence.

Staff have developed various options for consideration with the understanding that Squad 1 was scheduled to be replaced in approximately 4 years:

- 1- Upon delivery of the new Engine, remove Squad 1 from service and place Engine 2 at Station 1 (Winger). This will not change the FUS grading, but will hopefully provide Station 1 a usable truck until the completion of the central fire station.
- 2- Repair/replace the pump on Squad 1 at an estimated cost of \$15,000.00-\$30,000.00 with the understanding that it is still over weight and cannot carry the required equipment for recognition of a Triple Combination Pumper (TCP).
- 3- Remove the PTO Pump from Squad 1 and repurpose as a wildland/rescue apparatus. This will remove the Initial Attack Apparatus title that is currently placed on the apparatus and reduces the FUS grading of Station 1.
- 4- Remove Squad 1 from service and attempt to locate a suitable apparatus (ex. Mini pumper) that will fit within Station 1. A 4x4 mini-pumper will provide some recognition for FUS grading and can also be used in wildland or off road responses in conjunction with the UTV that can be carried over to the central fire station.

Staff will prepare and provide Council a more fulsome and detailed report on the impacts of the above options at a future meeting. This memo is to ensure Council is kept abreast of the issues and risks that impact Wainfleet Fire & Emergency Services ability to provide Fire Protection and Life Safety services as prescribed by Council.





Memo

To: Mayor Gibson & Members of Council
From: Morgan Alcock, Fire Chief/CEMC
Date: April 20, 2021
Re: Central Fire Station Project Update

On January 26, 2021, Council directed staff to proceed with the Architectural Design, Engineering and Contract Administration for the Central Fire Station Project with Raimondo & Associates Architects Inc.

Since that date, the internal project team has been working with the firm to review all previous reports, concepts, directions from Council and requirements from the various approval agencies. The following table outlines what has been completed to date.

Date	Description
January 26, 2021	Council Award of contract for Architect, Engineering & Contract Admin.
February 2, 2021	Submission of Agreement for Architect, Engineering & Contract Admin. to firm
February 15, 2021	Legal Review of Agreement for Architect, Engineering & Contract Admin.
March 15, 2021	Project Kick Off – Team Introductions, Review of whole project history and Project Scope & Responsibilities defined.
March 29, 2021	Confirmation of previous studies (Survey, Geotechnical, Traffic) and land use planning requirements
April 12, 2021	Site Plan Pre-Consultation with Township Planner Site Plan Application process to begin. (Storm Water management and photometric lighting studies required)
April 13, 2021	Review of concept design, outline of mechanical and electrical engineering needs. Preliminary review of fixtures, finishes and equipment (FFE)

The project team has outlined the following target dates for the project:

Date	Description
April 26, 2021	Review of Concept design, Mechanical, Electrical and IT design Prepare updated cost estimate
May 11, 2021	Report to Council on Concept Design, Updated Cost Estimate and direction to proceed
May 31, 2021	Sign Plan Application Submitted

Staff will continue to diligently work with the firm, following the direction of Council and anticipate a report returning to the next available meeting of Council.



FIRE STAFF REPORT

FSR-005/2021

TO: Mayor Gibson & Members of Council
FROM: M. Alcock, Fire Chief/CEMC
DATE OF MEETING: April 20, 2021
SUBJECT: Award of Tender for one (1) Rescue-Pumper Fire Apparatus

RECOMMENDATION(S):

THAT Fire Staff Report FSR-005/2021 respecting the award of tender for one (1) Rescue-Pumper Fire Apparatus be received for information.

AND THAT Council approve the purchase for the supply and delivery of a Rescue-Pumper Fire Apparatus, from Dependable Emergency Vehicles at a cost of \$584,000.00 (not including HST).

AND THAT the Fire Chief be delegated the authority to proceed with the completion of the Capital Project, provided it falls within the remaining approved Capital Budget amount..

EXECUTIVE SUMMARY:

This report includes a summary of process and recommendation to purchase a Rescue-Pumper Fire Apparatus, and all required accessories in accordance with the approved 2021 Capital Budget for the Rescue-Pumper Fire Apparatus Project.

BACKGROUND:

As part of the asset review and long term planning for the replacement of apparatus and equipment, an inventory was taken of all assets currently being operated by the Fire Service. A risk assessment was then completed of the apparatus inventory to identify priorities, and develop a replacement plan that complies with governing standards and Fire Underwriters Survey (FUS) requirements.

The replacement plan called for the replacement of Engine 2 (1999 International) by the end of 2019. Given the size restrictions of the existing stations, the purchase was deferred pending the completion of the new fire station. This deferral triggered a review of the Fire Stations by FUS, who in-turn, dropped the grading of Station 2 (Winger) to the lowest rate.

The completion of the new station is now targeted for Q3/Q4 of 2022 and deferring the purchase of the new truck any further would push the Township into a position where it would have to purchase several trucks at the same time. To offset the financial impacts of this occurring, the Fire & Emergency Services Leadership Team reviewed the replacement plan and determined that Station 3 (Burnaby) is going to continue to operate in its existing facility for at least the next 5-10 years. Specifying and purchasing a truck that will fit into the existing station provides the opportunity to move the current Engine 3 (2003 Kenworth) to either Station 1 (Winger) or Station 2 (Wainfleet). Which would act as a stop gap measure and boost the FUS rating.

Beginning in 2019 Council has placed funds into reserves for the replacement of Fire Apparatus, and during the 2021 budget deliberations approved \$600,000.00 for the purchase of a new Fire Apparatus as a Capital Project.

The Fire & Emergency Services Leadership Team reviewed the recommendations regarding fire apparatus that was outlined in the Master Fire Plan (Rec. 40, 42, 43, 44) and the Operational Review (Rec. 37, 38, 39). They also took into consideration the area that the truck would serve and the operational needs of the fire service. Given Station 3's response area being the most densely developed, with narrow laneways, and the need to fit in the existing station, the apparatus had to meet the following criteria:

Basic Fire Apparatus Requirements	
Detail	Requirement
Apparatus Type	Combination Rescue/Pump Body
Seating	Crew Cab with seating for 5-6
Maximum Overall Vehicle Length	30' (360" / 914.4cm)
Maximum Overall Vehicle Height	10' (120" / 304.8cm)
Maximum Overall Vehicle Width	10'2" (122" / 309.9cm)
Maximum Wheelbase	190" (482.6cm)
Minimum Water Tank Capacity	1000 US Gal. (3785L / 832.7 Imp. Gal.)
Minimum Pump Flow Capacity	1250 GPM (5000LPM)

Staff prepared an RFP for the Supply and Delivery of One (1) Rescue Pumper Fire Apparatus (Appendix A), and published it on the Township's Website on March 29, 2021 until April 13, 2021. Following the Provincial Stay at Home order, Electronic Proposal Submissions were permitted. Staff received questions from the various proponents and published Addenda #001 on April 8, 2021 (Appendix B)

An evaluation committee was established to conduct a thorough evaluation of the proposals, based on the following criteria:

1. Proposal

Overall Clarity / Understanding of project requirements
Clear, and concise with complete information provided.

2. Specifications

Proposed Equipment to be provided
All specifications met or exceeded will receive maximum points. Minus one point for every specification not met.
Proven Equivalents will be considered as "Specification Met"

3. Work Plan and Schedule

Detailed work plan outlining the following dates:
Pre-Delivery Inspection (PDI)
Final Certifications & Licensing
Delivery and In-service Preparation
Operational Training

4. Expertise/relevant experience & Service

The ability to service in an extreme timely fashion as the Apparatus is integral to emergency responses

5. Options & Warranties

All options and warranty specifications met or exceeded receives maximum points. Minus one point for every specification not met

6. Price

Fees are evaluated for completeness and efficiencies.

Lowest cost proposal receives full points. Remaining proposals will be divided by the lowest proposal being evaluated x 30% weight

Staff received two (2) proposals, each proposal was reviewed and graded following the Evaluation Form (Appendix C). The results of the grading is listed in the table below.

Name of Proponent	Evaluation Score (Max 1000 points)	Total Bid (excluding HST)
Dependable Emergency Vehicles (HME)	848.8	\$584,000.00
Fort Garry Fire Trucks	799.7	\$629,450.00

OPTIONS/DISCUSSION:

- 1) (Recommended) That Council direct staff to proceed with the purchase, supply and delivery of Rescue Pump Fire Apparatus by way of a purchase agreement with Dependable Emergency Vehicles, based on the highest scoring of the proposal evaluation for \$584,000.00 + HST, PLUS the Fire Chief be delegated the authority to proceed with the completion of the Capital Project (tool mounts, graphics, etc.), provided it falls within the remaining approved Capital Budget amount.
- 2) That Council direct staff to proceed with the purchase, supply and delivery of Rescue Pump Fire Apparatus by way of a purchase agreement with Dependable Emergency Vehicles, based on the highest scoring of the proposal evaluation for \$584,000.00 + HST,
- 3) Council may consider the alternate proponent that scored lower.
- 4) Council may defer the purchase of the Rescue Pump Fire Apparatus.

FINANCIAL CONSIDERATIONS:

The approved 2021 Capital project budget was \$600,000.00 for the replacement of the Fire Apparatus. This was to be funded by utilizing \$160,000 of reserves, and \$50,000.00 of the Modernization Fund with the remaining balance (Est. \$390,000.00) to be debentured via a short-term instrument. This is consistent with the communicated financial priority of favouring short term borrowing versus long term debt.

OTHERS CONSULTED:

- 1) Wainfleet Fire & Emergency Services Leadership Team
- 2) Deputy Fire Chief – Shawn Schutten
- 3) Strategic Leadership Team

ATTACHMENTS:

- 1) Appendix “A” – Request for Proposal
- 2) Appendix “B” – Addenda # 001
- 3) Appendix “C” – Evaluation Form

Respectfully submitted by,

Approved by,

Morgan Alcock
Fire Chief/CEMC

William Kolasa
Chief Administrative Officer

APPENDIX “A” TO FSR-005/2021



**The Corporation of the
Township of Wainfleet
Fire & Emergency Services**

**REQUEST FOR PROPOSAL (RFP)
Of ONE (1)**

2021 RESCUE/PUMPER FIRE APPARATUS

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
Proposal Submission Deadline:	2:00pm - Tuesday, April 13, 2021 Local Time in Wainfleet, Ontario

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

TABLE OF CONTENTS	
SECTION	DESCRIPTION
1	INSTRUCTIONS TO BIDDERS
2	PROPOSAL SUBMISSION
3	PROPOSAL REQUIREMENTS
4	EVALUATION & AWARD
APPENDICES	
A	STANDARD FORM OF AGREEMENT
B	FORM OF OFFER
C	SPECIFICATIONS
D	PROPOSAL EVALUATION

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

1. INSTRUCTIONS TO PROPONENT

Proposal submissions are invited for the Supply and Delivery of a Rescue-Pumper Fire Apparatus to be delivered F.O.B. Municipal Office, 31940 Highway 3, Wainfleet, ON, L0S 1V0, all in accordance with this Request for Proposal - Supply. This RFP is posted on the Township of Wainfleet web site at <https://www.wainfleet.ca/en/town-hall/Proposals-and-rfps.aspx>.

Questions Regarding this RFP

Questions regarding this RFP must be submitted in writing only to Morgan Alcock, Fire Chief/CEMC or e-mail: firechief@wainfleet.ca no later than **Wed., Apr. 8, 2021, at 2:00 p.m. local time**. Questions received later than this stated time and date may not be acknowledged or answered.

Addenda

All addenda to this RFP will be posted on the Township's Bid Opportunities Web Page: <https://www.wainfleet.ca/en/town-hall/Proposals-and-rfps.aspx>. Addenda will not be posted until after the date for questions has closed. It is the proponent's sole responsibility to check this Web Page to avail themselves of any posted addenda. Proposals submitted that do not include the first page, completed and signed, of all posted addenda will be rejected.

1.1 Proposal Submission Requirements

Only electronic proposal documents, in PDF format, are to be accepted by email to firechief@wainfleet.ca

The electronic submission filenames should include the proposal name and the firm's name as shown in the following example:

• **FS-RP-2021-001_YourFirmName-ENV1-RFP.pdf**

The proposal should include items listed hereunder, but also include other considerations based on the Firm's understanding of the project. The Firm is also requested to propose a work plan which addresses the tasks outlined in these Terms of Reference. All submissions shall include insurance as set out in the terms of this document.

All proponents are requested to strictly adhere to the following instructions regarding the submission of proposals:

All proposals must be submitted to:

- firechief@wainfleet.ca
- By April 13, 2021 at 2 PM EST
- File Name:
 - **FS-RP-2021-001_YourFirmName-ENV1-RFP.pdf**

One original copy of the Proposal, must be submitted by email to firechief@wainfleet.ca, **NO LATER THAN 2:00:00 O'CLOCK P.M. LOCAL TIME Tuesday, April 13, 2021** all in accordance with the attached Proposal Document.

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official, and emailed to firechief@wainfleet.ca

Time will be determined in accordance with the time clock on the Fire Chief's computer at 31940 Highway 4, Wainfleet, Ontario.

Proposals received later than the time specified will not be accepted. Please note that the Proponents are solely responsible to ensure that their submissions are received to the email address firechief@wainfleet.ca on or before the deadline. The Township will not accept any submission after this deadline, notwithstanding the reason for its late receipt.

Please also note that in the event of any question regarding the timely receipt of any submission, the time on Fire Chief's computer will absolutely prevail over any other time piece, regardless of any discrepancies between the time on the computer and the actual time.

Request for proposal documents received after the specified closing time will not be considered.

1.2 Definitions

Throughout this Request for Proposal - Supply, unless inconsistent with the subject matter or context:

"Township" and ***"Owner"*** shall mean The Corporation of Wainfleet.

"RFP" and ***"Request for Proposal"*** shall mean the Request for Proposal inclusive of all appendices, attachments and any addenda that may be issued by the Township of Niagara Falls.

"Proposal" and ***"Proposal submission"*** shall mean the Proposal submission received from the Proponent by the Township, in response to the RFP.

"Contract" means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in this Request for Proposal per the Agreement issued by the Township which shall include this RFP, the Proposal submission, and all Addenda and represents the entire agreement between the parties.

"Supplier" means the company to whom the Township has issued an Agreement.

1.3 Named Parties

For the purposes of this Contract the following parties are identified:

Owner: The Corporation of the Township of Wainfleet, the "Township"
Contact for Inquiries: Morgan Alcock, Fire Chief/CEMC,
e-mail: firechief@wainfleet.ca

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

2. PROPOSAL SUBMISSION

- 2.1 The following policy regarding the submission of Proposals and the Proposal opening procedures will be applicable. Proponent must adhere strictly to the instructions concerning submission.
- 2.1.1 Proposals should include all required pages and must be signed by the Proponent, in ink, where stated on Appendix B: Form of Proposal page(s) and on any other pages so stated.
- 2.1.2 Proposals received without the signed Appendix A: Form of Proposal completed and all signed Addenda as issued by the Township may be rejected. The signed Appendix A: Form of Proposal and any posted addenda to this RFP must be included in the Proposal envelope.
- 2.1.3 Proposals will be opened after 2:00 p.m. the same day the Proposal closes in a Proposal opening meeting to be held in Committee Room #2, Lower Level, Township Hall or an alternate room, location to be confirmed by Township Clerk's Department staff. Due to Covid-19, the opening may not be open to the public or proponents. The Total Proposal Price only (including HST) will be announced for each Proposal opened.
- 2.1.4 Any erasures, alterations or cross-outs must be initialed in ink by the Proposal. Failure to do so may result in the rejection of the Proposal's Proposal submission by the Township.
- 2.2 **Proposal Submission Sequence**
- Submissions must be in the following sequence:
- a) Appendix A: Form of Proposal
 - b) Signed Addendum page if applicable
 - c) Optional Supplementary Proposal information (i.e. product information)

3. PROPOSAL REQUIREMENTS

3.1 Notification of Potential Proponent Not Guaranteed

The Township posts notification of all RFP and other opportunities on its Internet Web Page

(www.niagarafalls.ca/bids). Proponent are to review this Web Page to inform themselves of any requests for Proposals, etc. The Township shall not guarantee that previous successful

Proponent or any potential Proponent shall be notified by any means electronic or otherwise of any RFP or other opportunity. It is the responsibility of any potential Proponent to check this Web Page to avail themselves of any RFP or other opportunity.

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

3.2 Questions Regarding Possible Discrepancies

If a Proponent finds discrepancies, ambiguities or omissions in the Contract Documents, or should be in doubt as to their meaning, they shall notify the Owner at once, who will have prepared and posted on the website a written addendum to all Proponent. All addenda are to be incorporated in the Proposal and will become part of the Contract. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

3.3 Proposal Submission and Correspondence in English

Proposal submissions and all subsequent documents, invoices, reports, schedules and correspondence of any kind must be prepared in English and Proponent must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the Proponent.

3.4 Form of Proposal - Appendix B

- a) Proponent must complete all required spaces and sign where indicated on the Appendix A: Form of Proposal.
- b) Proponent must attach all required documents to the Appendix A: Form of Proposal pages.
- c) The Appendix A: Form of Proposal pages must be signed by an Officer of the Proponent's Company who has authority to bind the Company.
- d) All taxes to be extra to the unit prices stated on the price schedule.
- e) By submitting a Proposal in response to this RFP, the Proponent thereby acknowledges that offers contained within its Proposal shall be irrevocable and remain open for acceptance by the Township for a period of not less than ninety (90) days from the closing date and time specified in this RFP.

3.5 Adherence to Requirements

The Proponent is requested to adhere strictly to all requirements and complete all sections of this RFP including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the Proposal submission.

3.6 Liability for Errors

While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guide for Proponent. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

**The Corporation of the Township of Wainfleet
Fire & Emergency Services
Request for Proposal for One (1)
2021 Rescue Pumper Fire Apparatus**

- 3.7 Collusion By submitting a Proposal, a Proponent certifies that the Proposal has been prepared independently and without collusion with any other Proponent.

3.8 Conflicts of Interest

- a) In its Proposal, the Proponent must disclose to the Township any potential conflict of interest that might compromise the performance of the service. If such a conflict of interest does exist, the Township may, at its discretion, refuse to consider the said Proposal.
- b) The Proponent must also disclose whether it is aware of any Township employee, Township Council member or member of a Township agency, or commission thereof, having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the Township may, as its discretion, refuse to consider the Proponent's submission or withhold the award of any Contract to the Proponent until the matter is resolved to the Township's sole satisfaction

3.9 Anti-Lobbying Restrictions and Required Disclosure

- a) Proponent, their company staff members, or anyone involved in preparing their Proposal submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the RFP and subsequent procurement process. This anti-lobbying restriction extends to all Township Staff and elected Council members of the Township.
- b) In the event of any such lobbying, the Township shall reject any Proposal submission by that Proponent without further consideration and terminate that Proponent's right to continue in the RFP and any subsequent procurement process. All correspondence or contact by interested parties with the Township must be directly and only with the Contact for Inquiries identified in this RFP. It should be duly noted by all Proponent that this anti-lobbying restriction extends from the release date of this RFP through to the date and time when the Township formally awards the Contract. Any lobbying undertaken during this time frame by any Proponent or the Proponent's company staff members, or anyone involved with their Proposal submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the Township, its Staff and the elected Council of the Township that may necessarily include contact with potential Proponent to this RFP regarding other business.
- c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the Township, its authorized Staff, the Township's representative for this work or their authorized designates

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3.10 Proponent Expenses

Proponent are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Township, if any. If the Township elects to reject all Proposals received, the Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by any Proponent in preparing their Proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

3.11 Erasures and Alterations

Any erasures, alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so shall result in the rejection of Proponent's Proposal submission by the Township.

3.12 Public Comment or Promotion of Proposal Submission

Except for Proponent's interviews, meetings or presentations specifically authorized or arranged by the Township contact person or authorized designate, neither Proponent nor their representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their submission, or their interest or participation in the Proposal and subsequent procurement processes (if any) without the Township's prior written consent, which consent may be arbitrarily withheld or delayed.

3.13 Adjustments to Proposal Submissions after Closing Date

No adjustments by any Proponent to their Proposal submissions will be permitted after the stated closing date for this RFP, except as otherwise provided herein.

3.14 Withdrawal of Proposal

Proponent shall be permitted to withdraw their unopened Proposal after the Proposal has been delivered to the Township Clerk at any time up to the official closing time by submitting a written request from the Proponent to the Township Clerk, prior to the time specified for the Proposal closing. The Township reserves the right to withdraw, at its discretion, this RFP at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent as a result of such withdrawal.

3.15 Conditional Proposals

Proposals which are incomplete, conditional, obscure, contain additions not called for, or contain agreements, contracts or obligations from the Proposal's company or parent company, erasures, or contain alterations irregularities of any kind, shall be rejected.

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3.16 Irrevocability and Firm Prices

Proposal submissions received from Proponent are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the closing date stated in this RFP. The prices stated on the Form of Proposal shall remain firm for the duration of the Contract period.

3.17 Escalation Clauses

Proposals containing an escalation clause of any kind shall be rejected.

3.18 Harmonized Sales

Tax The Harmonized Sales Tax shall be shown as a separate item on the Form of Proposal and be included in the total proposed price. The Harmonized Sales Tax registration number must also be shown on the Form of Proposal, at the designated location, below the Proponent's signature. The Supplier will be required to pay Harmonized Sales Tax on purchases which he/she makes under any Contract resulting from this RFP. Proponent are instructed to include this tax in the prices proposed herein.

3.19 New Goods and Materials Only

Unless otherwise stated all goods supplied as a result of this RFP shall be new only, never used, of the latest manufacture and not re-manufactured.

3.20 Goods and Materials Suitable for Use

The Proponent warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any Contract resulting from this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

3.21 Origin of Goods and Materials

Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this RFP shall be of Canadian origin and manufacture.

3.22 Warranties and Covenants

The Contractor will represent, warrant and covenant to the Township, and acknowledge that any service or supply, as a result of this RFP, will be strict accordance with the functional and technical requirements set out in this RFP.

3.23 W.H.M.I.S. Requirements

As applicable the Supplier must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this RFP. Any controlled good supplied without appropriate data sheet and proper labeling will not be accepted and will be returned at the sole cost to the Supplier.

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3.24 Third Party Software

Where the Township is in possession of software containing or constituting confidential proprietary information belonging to third parties, the successful Proponent shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the Township;

- a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.
- c) The successful Proponent shall fully defend, save harmless and indemnify the Township from and against any loss or damages suffered by the Township as a result of any failure by the successful Proponent, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.
- d) Should the successful Proponent include third party components within the documents, expertise, design and any other aspect of the Proposal submitted to the Township, the successful Proponent must secure the rights to use and repackage third party components and pass on those rights to the Township without additional charges.
- e) The Township will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the successful Proponent and its sub-consultants.

3.25 Patents, Intellectual Property Rights, Copyright, Trademarks, Technology Rights

By submitting a Proposal, the Proponent warrants that the information contained in its Proposal does not infringe any Patents, intellectual property rights, Copyright, Trademarks, Technology Rights of any third party and agrees to defend The Corporation of the Township of Wainfleet at the Proponent's own expense, in all suits, actions or proceedings in which the Township of Wainfleet is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above resulting from the Township of Niagara Fall's contractual relationship with the Proponent and the Proponent's use of any or all technologies, methodologies, strategies in providing the services required herein. The Proponent further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the Township of Wainfleet. The Proponent agrees to indemnify and hold harmless the Township of Wainfleet from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the Township of Niagara Fall's contractual relationship with the Proponent and the Proponent's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by the Proponent that these covenants are irrevocable and perpetual.

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3.26 Compliance with Laws and Acts

The Supplier shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and bylaws, relevant to this RFP including but not limited to:

- The Construction Lien Act, R.S.O. 1990, c. C.30
- The Occupational Health and Safety Act, R.S.O. 1990, c. 0.1, as amended
- Workplace Safety and Insurance Act, effective January 1, 1998, as amended
- The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.
- Accessibility for Ontarians with Disabilities Act (AODA) 2005. Third party suppliers who deliver goods and services on behalf of the Township are required to ensure they meet the legislative requirements of the AODA's Integrated Accessibility Standard, as per Ontario Regulation 191/11, Section 7.

3.27 Freedom of Information

Any information including all work as described in this RFP, service or product details, prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details regarding this Proposal document stated in a Report to the Council of the Township, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended.

3.28 Omission & Mis-statements

- a) All pages of this RFP and the Contract, shall be taken together to explain each other, and to make the whole consistent; and if it is found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the Supplier shall, at the Supplier's own expense, and without making any extra claim, therefore, execute the same as if it has been properly described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the works hereby contracted for; nor shall such decision or correction entitle the Supplier to any extension of time for the completion of the Contract.
- b) It is to be understood that the complete RFP containing all documents and drawings as posted on the Township's Bid Opportunities Web Page (www.niagarafalls.ca/bids) shall constitute the RFP. Any Proposals received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by The Corporation of the Township of Wainfleet.

3.29 Agreement with Terms

By submitting a Proposal the Proponent agrees to all the terms and conditions of this RFP. Proponent who have obtained this RFP and any addenda electronically must not alter any portion of this RFP. To do so will invalidate the Proposal and the Proponent's delivered Proposal submission will be rejected.

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3.30 Waiver of Rights in Proposal Submission and Indemnity

- a) Each Proponent acknowledges and agrees that the Township is likely to receive, and be required to deal with, multiple Proposal submissions, all of which may contain or disclose information considered by their Proponent to be of special, unique, secret or proprietary nature, and that such information and the manner in which the Township may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, Municipal Freedom of Information and Privacy Protection Act or the common law relating to unfair competition.
- b) The Township will not accept any Proposal submission that is subject to a reservation by the Proponent of any such rights, and each Proponent, by virtue of submitting a Proposal submission pursuant to this RFP, expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal submission under all of the foregoing laws, and expressly releases the Township and its staff, as well as the qualified Proponent from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the Township in that Proposal submission.
- c) Each Proponent shall indemnify and save harmless The Corporation of the Township of Wainfleet and its staff, against all claims, actions, suits and proceedings brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their Proposal submission, including any and all costs incurred by the Township

3.31 Rights of the Township

- a) The Township reserves the right, in its absolute discretion to accept a Proposal which it deems most advantageous to itself and the right to reject any Proposals, in each case without giving any notice. The lowest or any Proposal will not be accepted. In no event will the Township be responsible for the costs of the preparation of the submission of a Proposal.
- b) Proposals which contain conditions or otherwise fail to conform to the Instructions to Proponent may be disqualified or rejected. The Township may, however, in its sole discretion, reject or retain for its consideration Proposals, which are non-conforming because they do not contain the content or form required by the Instructions to Proponent or for the failure to comply with the process for submission set out in these instructions to the Proponent.
- c) Except as expressly and specifically permitted in the Instructions to Proponent, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP process and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- d) The awarding of an Agreement to a Supplier shall not be a guarantee of exclusivity. The Township of Wainfleet reserves the right to issue an Agreement to one Supplier, or to two or more Suppliers or to cancel this RFP for reasons that are in the best interest of and provide the Township the best value for the Township. The

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Proponent by submitting a Proposal in response to this RFP acknowledges that the Township has these rights.

- e) The Township reserves the sole and unfettered right to enter into negotiations with any Proponent who has submitted a Proposal in response to this RFP for any terms, conditions or any other matters the Township deems necessary. The receipt of any Proposal in response to this RFP shall not be understood as a process directly leading to the issuance of an Agreement by the Township.

3.32 Rights to Proposal Submission

Upon receipt of the Proponent's Proposal submission, the Township shall retain the right to determine the use of the said submission for its own purposes. Proponent shall not use their Proposal submission for any other purposes whatsoever, including revealing any content of their Proposal submission or making copies for other agencies, firms or companies not being a legal part or division of the Proponent's company, unless permission for any such use is received in writing by the Proponent from the Corporation of the Township of Wainfleet. Proponent must make a request in writing to the Township for the intended use of their Proposal submission for any other purposes than as stated herein.

3.33 Ownership and Disclosure of Proposal Submission

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Township by any Proponent in connection with, or arising out of this RFP, once received by the Township:

- a) Shall become the sole and unfettered property of the Township and may be appended to the Agreement with the Successful Proponent;
- b) Shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponent are advised to identify in their Proposal submission any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

3.34 Limitation and Waiver of Damages

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, relating to the RFP or any resulting Contract or in respect of the competitive process. The Proponent, by submitting a Proposal, also waives any claim for loss of profits if no Agreement is made between the Proponent and the Township.

3.35 Confidentiality of Information

Except as noted, all communications between the Proponent and the Township regarding this Request for Proposal shall be treated as confidential, commencing the date of issuance of the Request for Proposal to and after the receipt and opening of Proposals. The Township, in its sole and unfettered discretion, may at any time reject

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any Proposal from a Proponent without further consideration and terminate that Proponent's right to continue in the Request for Proposal process in the event of any breach of confidentiality by the Proponent.

3.36 Protection of the Township

The successful Supplier shall at all times well and truly save, defend, keep harmless and fully indemnify the Township and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Township, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to this RFP, or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

4. EVALUATION AND AWARD

4.1 Order of Precedence

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:

1. Agreement as issued by the Township including all attachments thereto.
2. Addenda to the RFP (if any)
3. The RFP including all appendices and attachments.
4. The Proposal's submission.

4.2 Reasons for Rejection of the Proponent Submission:

- a) All Form of Proposal pages not completed and not signed by the Proponent in the stated place.
- b) All required pricing and information not stated on the Form of Proposal pages and any other pages of this RFP.
- c) Any erasures, alterations or cross-outs must be initialed in ink by the Proponent.
- d) All Addenda requirements not included.
- e) The first page of all Addenda, completed and signed by the Proponent, not included.
- f) All other reasons as stated in this Request for Proposal – Supply.

4.3 Vendor Performance

The Corporation may, in its sole discretion, reject a Proposal submission if a Proponent:

- a) has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;
- b) is involved in a claim or litigation initiated by the Corporation;

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- c) previously provided goods or services to the Corporation in an unsatisfactory manner;
- d) has failed to satisfy an outstanding debt to the Corporation;
- e) has a history of illegitimate, frivolous, unreasonable or invalid claims;
- f) provides incomplete, unrepresentative or unsatisfactory references; or
- g) has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation/s best interests to accept the Proposal submission.

4.4 Suspension of Activity

- a. All Proponent are advised and put on notice that notwithstanding anything else contained in this RFP that all Proponent are forewarned and advised that if the Township chooses not to proceed with the RFP process or any subsequent procurement process or any stage including, without limitation, the completion of the RFP process, the commencement, implementation or completion of any Proposal process or other procurement process and/or the award, negotiation or the finalization of any Agreement or Contract and that accordingly, all Proponent acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFP or subsequent procurement process (if any) by the Township, then the Proponent shall have no claim against the Township for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.
- b. The Township reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFP and any subsequent procurement process, the assessment and evaluation of Proposal submissions, including the determination of criteria and the selection, if any, of a successful Proponent, without incurring any liability whatsoever to any Proponent, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.
- c. Without limiting the generality of the foregoing, the Township, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFP, or to change the scope of the project, or to cancel the RFP or the project, without stating reasons therefore and, accordingly, the Township also reserves the right to accept or to reject any or all of the Proposal submissions and the Township reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Proposal submissions, including, without limitation, issuing a second or more, or a modified RFP for the project or entering into contract negotiations with any Proponent.
- d. The lowest priced Proposal submission received will not necessarily be accepted.
- e. The issuance of this RFP and the receipt of any Proposal submission by any Proponent do not commit the Township to award a Contract or to pay any costs incurred in the preparation of any Proposal by any Proponent, or in any Proponent's attendance at any meetings with the Township.

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4.5 Proposal Opening & Results

Proponents are advised that the purchaser will schedule an opening shortly after the Proposal Submission Deadline, however due to Covid-19, the opening may not be open to the public or proponents.

No Proposal contract information will be provided prior to the issuance of a Township staff report to the elected Council of the Township recommending an award (if any) for the work stated in this RFP.

4.6 Inducements

Any Proponent who offers any kind of a reward to any person having influence over the administration of this Proposal during the administration of the Proposal shall have their Proposal disqualified.

4.7 Proposal Award

The award of this Proposal is subject to the Owner obtaining approval from the Township of Wainfleet Township Council. If approved by Township of Wainfleet Township Council, an Agreement will be issued by the Township to the awarded supplier.

4.8 Announcement by the Township

No announcement concerning information about any Proposal submission received by the Township or about the evaluation process of the Township in determining a successful Proponent (if any) will be made until a Report is issued to Township Council recommending an award. Any notification of award shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M.56 as amended.

4.9 Agreement in Writing Only

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this RFP, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by Contact for Enquiries.

4.10 Time is of the Essence

The Township shall have the right to cancel at any time any Agreement or any part of any Agreement resulting from this RFP in respect to the SUPPLY covered thereby, not delivered or performed by the specified time in this RFP, without incurring any liability whatsoever in respect hereto.

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4.11 Decision by Township

The Proponent agrees by submitting a Proposal submission in response to this RFP that the Township has no obligation to reveal its decision in selecting a successful Proponent.

4.12 Delivery Information

- a. The prices stated in this RFP cover the goods, materials, work, services, articles or equipment, referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receiver's receipt shall not bind the Township to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefor.
- b. In the event that goods, materials, articles or equipment, specified or called for herein, are to be furnished from a point outside Canada at a price which is expressly not to include importation charges into Canada or delivery in the Wainfleet area, the Canada Customs Invoice in quadruplicate, with Bill of Lading, Export Entry form, Express receipt of advice of shipment by Parcel Post, shall be delivered to the Finance Department, P.O. Box 1023, Wainfleet, Ontario, Canada, L2E 6X5.
- c. Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this RFP, subsequent to its submission by the Proponent and before the delivery of the goods, materials, articles or equipment, or the completion of the work or services covered thereby, pursuant to an official order issued by the Township the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.
- d. Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this condition shall be subject to inspection by the Township at the point of unloading or the site of the work or services. No extra charge shall be made by the Supplier for packaging, packing or containers, unless otherwise indicated herein.
- e. The Proponent agrees that the goods, materials, articles, equipment, work or services, specified or called for in or under this RFP, will be delivered or completed within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefor.

4.13 Payment Schedule

- a. The normal payment term offered by the Township of Wainfleet is net 30 days. Payment term shall only be modified at the sole discretion of the Township to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Township.
- b. Invoices must be submitted to the Accounts Payable Department, Township Office 31904 Hwy 3, Wainfleet, ON L0S1V0.

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- c. The Proponent agrees that the Township shall be entitled to the discounts stated herein if the payment of invoices for the goods, materials, articles or equipment specified or called for in or under this RFP, is made with the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the Township of the invoice therefor.
- d. The Township shall not pay the final invoice to the supplier for the goods, materials, articles or equipment stated in this RFP until the Township is fully satisfied that all terms and conditions stated in this RFP are delivered to the complete satisfaction of the Township.

4.14 Additional Requirements

The Corporation of the Township of Wainfleet reserves the right to add or delete items listed herein following award of any Contract resulting from this RFP. Unit prices stated by the Proponent shall apply.

4.15 Standards and Legislation: Failure to Comply

The successful Proponent may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Proponent must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Proponent to comply with these laws, legislation, regulations and provisions shall be just cause for the Township, at its discretion, to stop performance of the Contract resulting from this RFP, until such time as the successful Supplier complies with these laws etc. Also, the Township may, at its discretion, award the Contract to any other supplier or may reissue the RFP. The Township may assess against the Supplier any damages whatsoever as a result of failure to comply.

4.16 Warranties and Covenants

The Proponent will represent, warrant and covenant to the Township, and acknowledge that any supply as a result of this RFP with the Township will be in strict accordance with the functional and technical requirements set out in this RFP.

4.17 Extension of Contract

The time period duration of any Contract resulting from this RFP may be extended for a specific period, provided that both the Township and the successful Supplier agree to such extension. The Township may notify the successful Supplier at any time to seek an extension.

4.18 Failure to comply with all Proposal Terms

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this RFP, to the satisfaction of the Township, shall be just cause for the cancellation of the Contract award. The Township shall then have the right to award this contract to any other supplier or to re-issue the RFP. The Township shall assess

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against the Supplier any damages whatsoever as a result of failure to perform. In addition, the Township may, at its discretion, stop the performance of this Contract until such time as the Supplier complies with all the provisions of this Contract.

4.19 Termination for Convenience of the Township

The Township of Wainfleet, upon giving thirty (30) days written notice (unless a longer period is given) may terminate the Agreement, in whole or in part, when it is in the best interest of the Township of Wainfleet.

4.20 Removal from Proponent List

The Township reserves the right to remove from its list of Proponent, for an indeterminate period, the name of any Proponent who fails to execute a Contract or for unsatisfactory performance on any previous or current contract held with the Township or if the Proponent is currently involved in or responsible for litigation of any kind against the Township.



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REQUEST FOR PROPOSAL (RFP)
2021 RESCUE/PUMPER
FIRE APPARATUS

APPENDIX 'A'
STANDARD FORM OF
AGREEMENT

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
Proposal Submission Deadline:	2:00pm - Tuesday, April 13, 2021 Local Time in Wainfleet, Ontario

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix A – Standard Form of Agreement**

This PURCHASE AGREEMENT MADE as of the ____ Day of _____, 2021
(the “Effective Date”) BETWEEN:

The Corporation of the Township of Wainfleet (“the Proponent”)
31940 Highway 3
Wainfleet, Ontario, L0S1V0

- and -
(the “**Supplier**”).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this agreement, the following terms have the corresponding meanings:

“**Acceptance Date**” means the date after forty-five (45) days of continuous, uninterrupted operation, following inspection and testing of the Equipment by the Town that the Town advises the Supplier there are no observable Defects in the Equipment;

“**Agreement Date**” means the date this agreement is signed by the last party to sign it, as determined by the dates indicated with the parties’ signatures;

“**Confidential Information**” includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;

“**Defect**” or “**Defective**” means non-conformity to the quantity, quality, specifications, and/or other requirements set out in the Contract Documents;

“**Delivery Date**” means the date for the delivery of the Equipment as set out in the Contract Documents;

“**Disclosing Party**” means the party disclosing Confidential Information;

“**Equipment**” means the all supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications) and Schedule B (Supplier’s Tender);

“**Insider**” of a party includes every partner, associate, officer, director, employee, consultant, sub-consultant, Supplier, Subcontractor and agent of the party;

“**Intellectual Property Rights**” includes all industrial and intellectual property rights whether protected by statute, at common law or in equity, including all copyright and similar rights, trade secrets and know-how, rights in relation to designs (whether or not registerable), rights in relation to registered and unregistered trademarks, circuit layout designs and rights in relation to circuit layouts;

“**Loss**” includes loss, liability, damage, cost, expense, legal cost and disbursement;

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“Notice” includes notification or communication required or permitted to be given by one party to the other party under this agreement;

“Receiving Party” means the party receiving Confidential Information, and includes all Insiders of that party;

“Subcontractor” means a person who contracts with the Supplier or another Subcontractor for the performance of any part of the Supplier’s obligations under the agreement.

2. SPECIFICS OF THIS PARTICULAR AGREEMENT

2.1 Description of the Equipment

The Supplier shall provide the Equipment described in Schedule A (Specifications for Equipment) as modified by Schedule B (Supplier’s Tender).

2.2 Contract Price

The Town shall pay the Supplier for the Equipment to be supplied under this agreement, the following amounts: XXX (the “Contract Price”).

2.3 Duration of this Agreement

This agreement becomes effective on the Effective Date, and, unless terminated earlier in accordance with this agreement, lasts until final completion or expiry of the Supplier’s obligations under this agreement.

2.4 Contract Documents

The contract documents consist of the following:

- a) This Agreement;
- b) Specifications for Equipment (Schedule A);
- c) Supplier’s Tender (Schedule B);
- d) Preproduction Meeting Minutes (Schedule C); and,
- e) Any other documents incorporated by reference in any of the foregoing (the “Contract Documents”).

2.5 Precedence

Subject to any contrary intention elsewhere in this agreement, in case of any inconsistency or conflict between the parts of the Contract Documents, such parts shall prevail in the following order, but only to the extent necessary to resolve the conflict or inconsistency:

- a) Schedule C (Preproduction Meeting Minutes);
- b) Schedule B (Supplier’s Tender);
- c) Schedule A (Specifications); and,

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- d) Any other documents incorporated by reference in any of the foregoing.

3. PROVISION OF THE EQUIPMENT BY THE SUPPLIER

3.1 Prior to Provision of the Equipment

Immediately after the Effective Date, and prior to production of any of the Equipment, the Supplier shall provide to the Town proofs of insurance and other proofs of compliance required under this agreement.

3.2 Standard of Care

3.21 The Supplier shall:

- a) provide the Equipment in accordance with all applicable laws and the Contract Documents;
- b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Equipment of a similar nature to the Equipment; and,
- c) ensure any equipment used by the Supplier or by its Subcontractors at the Town's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties, (collectively, the "**Standard of Care**").

3.22 The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such Standard of Care in respect of any products, personnel or procedures which it may provide to the Town.

3.3 Production of the Equipment

3.3.1 The parties shall have a preproduction meeting in Wainfleet prior to production to review drawings and designs. The Supplier shall provide the Town with design drawings for the Equipment for the approval of the Town prior to commencement of the production of the Equipment. The Equipment shall not go into production until the Town has approved the final drawings for the Equipment.

3.3.2 The Town shall be entitled to inspect the Equipment during production at such other times as requested by the Town.

3.3.3 Any Defects disclosed during the inspection shall be remedied by the Supplier without any additional cost to the Town.

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3.4 Changes

- 3.4.1 Changes of any kind to the design or specifications for the Equipment shall only be made by the Supplier, upon receipt of a written change order signed by an authorized member of each Party (each, a “Change Order”). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change and any agreed adjustment to the production schedule, whether an increase or reduction. A Change Order shall represent the full amount payable for all costs and any adjustment to the schedule associated with the change or changes for which it was issued.
- 3.4.2 The Town shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorized in advance by the Town by way of a Change Order.

3.5 Defective Work

- 3.5.1 The Supplier shall promptly correct Defective work that has been rejected by the Town as failing to conform to the Contract Documents whether or not the Defective work has been incorporated in the Equipment and whether or not the Defect is the result of poor design, poor workmanship, use of Defective products or damage through carelessness or other act or omission of the Supplier.
- 3.5.2 All or part of any payment under an invoice or any holdback may be withheld by the Town or set-off against the payments owing to the Supplier until the Supplier has remedied any Defects at the Supplier’s sole expense.

3.6 Delivery and Acceptance

- 3.6.1 The Delivery Date for the Equipment shall be: XX. The Supplier shall be responsible for delivery of the Equipment to the location specified by the Town on or before the Delivery Date. The Supplier shall pay all costs incurred in connection with the shipping and delivery of the Equipment including all duties, excise taxes and brokerage fees. The risk of loss or damage to the Equipment during delivery and prior to the Acceptance Date shall be with the Supplier.
- 3.6.2 The Town shall inspect and test the Equipment within 30 days of delivery. Within one business day following the inspection and testing, the Town shall either accept the Equipment or advise the Supplier of any Defects discovered in the Equipment and may:
- a) Require the Supplier to remedy the Defect at the Town’s location within a specified number of days; or
 - b) If the Defect is unable to be remedied at the Town’s location, require the Supplier to retrieve the Equipment and remedy the Defect at the Supplier’s location within a specified number of days.

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- 3.6.3 Following the remediation of a Defect pursuant to section 20, the Town shall re-inspect and test the Equipment to determine if the Defect has been remediated. If the Defect has not been remediated, the procedures in section 3.6.4 shall be repeated. When all the Defects have been remediated, the Town shall accept the Equipment and advise the Supplier of such acceptance.
- 3.6.4 Notwithstanding sections 3.6.2 and 3.6.3, if, following inspection and testing, the Town determines, in its sole discretion, that the Defects are unable to be remediated, the Town may reject the Equipment and the Supplier shall retrieve the Equipment from the Town's location at its sole expense and the Town shall pursue its remedies under this Agreement and applicable law.

3.7 Title and Risk

- 3.7.1 Subject to any contrary intention in the Contract Documents, title to all Equipment and all risk of damage or loss thereof shall pass to the Town on the Acceptance Date.

3.8 Time of the Essence

- 3.8.1 The parties agree that time is of the essence in this agreement and the Equipment must be delivered to the Town on the Delivery Date specified in Schedule A, as amended by a Change Order, if any.
- 3.8.2 The Supplier acknowledges that the Town will suffer damages if the Equipment is not delivered to the Town on the Delivery Date for reasons other than Force Majeure or if the Equipment has Defects that delay the Acceptance Date. The Supplier shall be responsible for all damages suffered by the Town as a result of failure to deliver on the Delivery Date or a delay in the Acceptance Date due to Defects. Notwithstanding any other provision of the Contract Documents, these damages shall include, but not be limited to, the cost to the Town, including the cost of internal resources, to obtain alternate equipment, any losses to the Town due to a delay in obtaining alternate equipment, and any other incidental, consequential or other indirect damages.

3.9 Intellectual Property

- 3.9.1 The Supplier is responsible for obtaining all approvals and licenses with regard to any Intellectual Property Rights associated with the Equipment.
- 3.9.2 The Supplier shall be liable for and fully indemnify and hold harmless the Town against any liability, whether direct or indirect, arising out of a claim by any third party against the Town alleging that the Equipment and its use by the Town, infringes any Intellectual Property Rights. In the event that an injunction is obtained against the Town's use of the Equipment because of patent or copyright infringement, in addition to any other remedy available to the Town, the Supplier shall replace the Equipment to the satisfaction of the Town so that they become non-infringing.

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3.10 Warranty

- 3.10.1 The warranty for the Equipment provided by the Supplier is described in Schedule A (Specifications).
- 3.10.2 At the Delivery Date and for the duration of the warranty period, the Supplier warrants that it has the full right and legal authority to sell the Equipment to the Town.
- 3.10.3 The Town shall benefit from all legal and manufacturer's warranties available in connection with the Equipment, equipment, machinery, tools and consumables incorporated in the Equipment and the Supplier shall assign all such warranties to the Town on the same terms in which these warranties have been provided to the Supplier, to the extent such warranties permit assignment. The Supplier shall cooperate with the Town in the enforcement of the assignment and the warranties against the manufacturers.

4 PAYMENT BY THE TOWN

4.1 Amounts Chargeable in Respect of the Equipment

The Supplier may charge the Town, for the provision of the Equipment amounts not greater than the Contract Price and any Change Orders.

4.2 Payment

- 4.2.1 The Town shall pay the Supplier the Contract Price for the Equipment, less a ten percent holdback, on the Delivery Date. The holdback shall be released on the Acceptance Date, less any amounts owing to the Town by the Supplier.
- 4.2.2 Whenever any amount is recoverable from or payable by the Supplier to the Town pursuant to the Contract Documents, the Town may deduct this amount from any amount due to the Supplier.

4.3 Final Invoice

As of the date of submission of the final invoice, the Supplier expressly waives and releases the Town from any further claims against the Town related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

5 EXTENSION AND EARLY TERMINATION OF THIS AGREEMENT

5.1 Force Majeure

- 5.1.1 Neither party shall be liable to the other for any delay in or failure to perform its obligation under this agreement (other than non-payment of money by the Town to the Supplier) if any such delay or failure is due to Force Majeure.

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“Force Majeure” means an event or a cause beyond the reasonable control of the party affected, which may include acts of God, acts or policies of any federal, provincial, civil or military authority, governmental priorities and mandates, civil commotion, war, fire, flood, earthquake, storm, epidemic, labour slowdown, strike, lockout, other labour dispute, labour shortage, or shortage of material but does not include lack of funds or events caused by any extent to an act or omission by the affected party or its Insiders or failure to exercise reasonable diligence. If a party becomes aware of an event of Force Majeure affecting its ability to perform its obligations under this Agreement, it shall give the other party oral notice within two business days of the event of Force Majeure, and, in addition, Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.

5.1.2 If there is an event of Force Majeure, the party claiming such event shall:

- a) complete the performance of its obligations as soon as possible after the event of Force Majeure is removed;
- b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other party; and
- c) not treat other parties with whom it contracts more favourably where its obligations to such other parties are affected by the same event of Force Majeure.

5.1.3 For each full day of Force Majeure in which substantially all of the production work is stopped or suspended, the Delivery Date shall be extended by a full day.

5.1.4 If an event of Force Majeure continues for a period in excess of 60 continuous days and results in substantially all of the work being stopped or suspended during that period, either party may terminate this agreement effective upon Notice to the other party and the Town shall pay the Supplier for the prorated value of the work performed to the date of termination, less the resale value of the equipment under production. This amount shall be the sole remedy of the Supplier for the termination of the agreement pursuant to this section.

5.2 Early Termination

5.2.1 The Town may, for cause, terminate this agreement if the Supplier defaults in the performance of any of the terms and conditions of this agreement or with any proper order or request of the Town, upon providing written notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within seven days from the date of delivery of the Notice, the Town shall have the right, at its sole option, to terminate this agreement forthwith by providing Notice to the Supplier.

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- 5.2.2 The Supplier may terminate this agreement upon at least seven days' Notice if the Town fails to make payment that is due and payable within the payment period in accordance with the agreement and the Town failing to remedy such breach within seven days of receiving Notice of the breach.
- 5.2.3 The parties may, by agreement, terminate this agreement at any time.
- 5.2.4 This agreement will terminate immediately upon:
- a) The dissolution of the Supplier; or
 - b) Subject to the provisions of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.
- 5.2.5 If this agreement is terminated early in accordance with sections 5.2.1 or 5.2.4, then:
- a) the Town is excused from further performance under this agreement;
 - b) any money payable by the Supplier to the Town is immediately due and payable;
 - c) the Town shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Supplier, cannot reasonably be discontinued until such later date, less the value of the work completed to date which can be resold to another customer of the Supplier; and,
 - d) the Town shall retain any rights, powers and remedies it has or may have against the Supplier.

6 CONFIDENTIAL INFORMATION

6.1 General Confidentiality Requirements

- 6.1.1 The Receiving Party shall ensure that all Insiders of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Insider of the Receiving Party to do so.
- 6.1.2 The Receiving Party shall use Confidential Information only for the purposes of this agreement.
- 6.1.3 The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
- 6.1.4 Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as

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directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

6.2 Keeping Confidential Information Confidential

- 6.2.1 Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
- 6.2.2 The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- 6.2.3 The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

6.3 Disclosing Confidential Information

- 6.3.1 The Receiving Party may disclose Confidential Information if:
 - a) The Disclosing Party approves;
 - b) The Receiving Party is required by law to disclose it; or
 - c) The Confidential Information is generally and publicly available.
- 6.3.2 If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
- 6.3.3 The Supplier specifically acknowledges that the Town is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that the Town may be compelled by law to disclose certain Confidential Information.

6.4 Breach of Confidentiality

- 6.4.1 If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
- 6.4.2 If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

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7.0 INDEMNIFICATION, INSURANCE and SECURITY

7.1 Representations, Waiver and Indemnification

- 7.1.1 The Supplier shall indemnify the Town and the Town Insiders and save them harmless from and against any and all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or its Insiders, including all legal costs and expenses reasonably incurred by the Town in connection with the defence or settlement of any such claim, unless such claim or damage is caused by the negligent act or omission of the Town or its Insiders. The Supplier shall, at the Town's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with the Town in the defence, including providing the Town with prompt Notice of any possible Loss and providing the Town with all information and material relevant to the possible Loss. For the purpose of enforcement of this indemnity, the Town is acting as agent and trustee for the Town Insiders.
- 7.1.2 The Supplier shall not be liable for any Loss arising from errors or omissions in any of the information which is supplied to the Supplier by the Town.
- 7.1.3 The Supplier shall make full and complete compensation for any bodily injury or death to any person and for any damage caused to the Town's physical property by the Supplier's act or omission or that of any of its Insiders or those for whom it is at law responsible.
- 7.1.4 The Supplier waives against the Town and the Town Insiders any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Supplier or its employees, servants, agents, invitees, licensees, contractors or visitors and for any loss or damage of the Supplier unless caused by the negligent act or omission of the Town or its Insiders.
- 7.1.5 Notwithstanding any other provision of this Agreement, the Town shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss or revenue or profit or damages resulting from interruption of service or transmission. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether the Town has been advised of the possibility of such damages.
- 7.1.6 Sections 7.1.1 to 7.1.5 shall survive the expiry or termination of this Agreement.

7.2 Insurance

- 7.2.1 Without restricting the generality of the provisions related to indemnification, the Supplier shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by the Town from time to time, provide evidence of the following

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insurance coverage, taken out with insurers with an AM Best rating of no less than A+:

- a) Commercial General Liability Insurance:
 - i. Including “The Corporation of the Township of Wainfleet” as an additional insured;
 - ii. To a limit of not less than five million dollars (\$5,000,000) inclusive per occurrence;
 - iii. Including product liability, bodily injury, personal injury, death and damage to property and the loss of use of such property; and,
 - iv. Endorsed to provide the Town with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage.

7.2.2 If any of the foregoing policies expires while this agreement is in effect, the Supplier shall immediately renew or replace it, and, within sixty (60) days after such expiry, provide to the Town evidence of the renewed/replaced policy.

7.2.3 The Supplier shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to the Town. The Supplier shall not do or omit to do anything which would impair or invalidate the insurance policies.

8. GENERAL

8.1 Notices:

A party giving Notice shall give it in writing and shall send it by personal delivery, email, facsimile, courier or prepaid regular mail to the other party’s contact person at an address of the other party provided for in this agreement.

8.2 Contact

The initial contact person and contact address for the parties are:

The Corporation of the Township of Wainfleet
Attention: Morgan Alcock, Fire Chief/CEMC
31940 Highway 3
Wainfleet, ON L0S 1V0
Tel: 905-899-3463 ext. 274
Email: firechief@wainfleet.ca

8.3 A Notice sent by:

- a) Personal delivery is deemed to be delivered on the date it is personally delivered;
- b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt;
- c) Facsimile is deemed to be delivered one day after the date it is sent;
- d) Courier is deemed to be delivered two days after the date it is sent; and

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- e) Prepaid regular mail is deemed to be delivered three days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered three days after the resumption of postal service.

8.4 Outside Communications:

Neither party will communicate with the media or anyone else about the Equipment except with the prior written approval of the other party, except as such communication may be required by law.

8.5 No Waiver:

No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.

8.6 Relationship:

The Supplier is an independent contractor of the Town. The Supplier shall not, except as the Town may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the Town, or bind the Town in any respect whatsoever. The Supplier is not a partner, joint venturer, agent or employee of the Town.

8.7 Governing Law:

This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

8.8 Severability:

Should any section or part or parts of an section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the Town and the Supplier as though such section or part or parts thereof had never been included in this Agreement.

8.9 Survival:

In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.

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8.10 Entire Agreement:

The Contract Documents constitute the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous commitments, representations, warranties, arrangements, understandings agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.

8.11 Counterparts and Electronic Delivery:

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature Page follows]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

In the presence of:

(Proponent's Name)

Per: _____

Name:

Position:

Per: _____

Name:

Position:

I/We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

Mayor:

Clerk:

Schedule A - Specifications for the Equipment

Schedule B - Supplier's Proposal

Schedule C - Preproduction Meeting Minutes



The Corporation of the
Township of Wainfleet
Fire & Emergency Services

REQUEST FOR PROPOSAL (RFP)

2021 RESCUE/PUMPER FIRE APPARATUS

APPENDIX 'B'

FORM OF OFFER

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
Proposal Submission Deadline:	2:00pm - Tuesday, April 13, 2021 Local Time in Wainfleet, Ontario

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Each Proposal must include this form completed and signed by the Proponent.

To: The Corporation of the Township of Wainfleet

1. PROPONENT INFORMATION

The full legal name of the Proponent is (Company Name):	
Any other relevant name under which the Proponent carries on business is:	
The jurisdiction under which the Proponent is governed is:	
The name, address, telephone and fax numbers, and email address of the contact person for the Proponent is:	
Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:	
If the Proponent is an incorporated consortium or a consortium that is a partnership or other legally recognize entity, the Proponent must: <ul style="list-style-type: none">• Identify the single legal entity, which is solely liable and responsible to the Purchaser for the provision of the Deliverables (as required by Section 1.9 of this RFP).• Describe the consortium members.• Describe the contingency plan if a consortium member is no longer part of the consortium.	
H.S.T. Registration #	
W.S.I.B. Registration #:	

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2. OFFER

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, except as otherwise noted, and offers to provide the Services in accordance therewith at the Rates set out in the Rated Bid Form.

3. PRICING

The Proponent has submitted its Pricing in accordance with the instructions in the RFP and within this Form of Offer as set out below.

Where a Deliverable is not available, insert N/A (denoting not applicable) in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

Price complete for the supply and delivery of the item(s) indicated below. Item(s) to be delivered F.O.B., the Municipal Offices, 31904 Hwy 3, Wainfleet, ON L0S 1V0. Price to include warranty and all other costs. Price to be quoted in Canadian Funds excluding taxes.

SUMMARY PRICING SCHEDULE

EQUIPMENT & INSTALLATION				
QTY	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	Supply & Delivery of one (1) Rescue Pumper Fire Apparatus as per all requirements of FSRP-21-001. Price to be quoted in CAD funds excluding taxes.	Ea.	\$	\$
Equipment and Installation Sub-Total				\$

Lowest Price Tender Not Guaranteed Award

1	Pricing Terms (Days)	90 Calendar days following Submission Deadline
2	Estimate Delivery Period	_____ Calendar days after completion of Purchase Order

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4. ADDENDA AND QUESTIONS/ANSWERS

The Proponent is deemed to have read and accepted all addenda and question/answer documents issued by the Purchaser prior to the Deadline for Issuing Final Addenda.

The Proponent confirms that all changes specified in the Addendum/Addenda have been included in the prices submitted and further agree to complete all the work and services as specified in this RFP at the prices stated to the satisfaction of the Township of Wainfleet.

The onus remains on Proponents to make any necessary amendments to its Proposals based on this information.

The Proponent is requested to confirm that it has received all addenda and question/answer documents, if any, by completing the applicable column in the below table:

Addenda and Question/Answers	Complete this column by inserting the number/quantity received:
The number of addenda received =	
The number of question/answer documents received =	

5. PROPOSAL IRREVOCABLE

The Proponent agrees that the proposal is to continue open to acceptance and irrevocable until a Purchase Order and/or Contract has been issued by the Township for the said supply and that within 90 (ninety) calendar days of the closing date, the Township may accept the proposal without notice, whether any Proposal has been previously accepted or not and, therefore, submit the proposal for the price stated within the proposal.

6. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Purchaser's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

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7. PROOF OF INSURANCE AND GOOD STANDING UNDER THE WORKPLACE SAFETY AND INSURANCE ACT (Ontario)

By signing this Form of Offer, the Proponent agrees, if selected, that it has verified its capability to do so and will provide proof of insurance coverage and a Certificate of Good Standing under the Workplace Safety and Insurance Act (Ontario) as set out in the Form of Agreement.

8. UNFAIR ADVANTAGE AND CONFLICT OF INTEREST STATEMENT

Prior to completing this Form of Offer, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 1.9 of this RFP.

Conflict of Interest	Conflict of Interest (Yes or no)	If yes, please set out the details of the actual or potential Conflict of Interest below:
Is there an actual or potential Unfair Advantage or Conflict of Interest, relating to the preparation of its Proposal, or if the Proponent foresees an actual or potential Unfair Advantage or Conflict of Interest in performing the contractual obligations contemplated in the RFP?		

The Proponent agrees to provide any additional information, which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator.

Where, in its sole discretion, the Purchaser concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

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9. EXECUTION OF AGREEMENT

If its Proposal is selected by the Purchaser, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement in accordance with the terms of the RFP.

The signing officer testifies that he/she has the authority to bind the Company.

I have authority to bind the Corporation	Date (dd/mm/yyyy):
Signature of Witness	Signature of Proponent Representative
Name of Witness	Name & Title of Proponent Representative



The Corporation of the
Township of Wainfleet
Fire & Emergency Services

REQUEST FOR PROPOSAL (RFP)

**2021 RESCUE/PUMPER
FIRE APPARATUS**

APPENDIX 'C'

SPECIFICATIONS

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
Proposal Submission Deadline:	2:00pm - Tuesday, April 13, 2021 Local Time in Wainfleet, Ontario

Name of Company (Supplier): _____

**Township of Wainfleet Fire & Emergency Services
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Appendix C – Specifications**

Name of Company (Supplier):

PART A - GENERAL		
#	Requirement	Comply Yes/Alt.
1	SPECIFICATIONS FOR ONE (1) RESCUE-PUMPER FIRE FIGHTING APPARATUS. Sealed bids will be received by Wainfleet Fire & Emergency Services for the furnishing of all necessary labor, equipment and material for the supply of one (1) ULC compliant "Triple Combination Pumper" with a Rescue/Pumper style body, complete with cab, chassis and other equipment as outlined in the following specifications.	
2	The purchaser's standards for bidding automotive fire apparatus must be strictly adhered to, and all bid forms and questions must be complete and submitted with the bid. Omissions and variations shall result in immediate rejection of the bid.	
3	Exceptions shall be allowed if they are equal to, or superior to, that specified and provided they are listed and fully explained on a separate page. All deviations, no matter how slight, shall be clearly explained on a separate sheet, in the bid sequence, citing the page and paragraph number(s) of the specifications, how the proposal deviation is different, how the deviation meets or exceeds the specifications and why it is necessary, and entitled "EXCEPTIONS TO SPECIFICATIONS". The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer shall be the sole judge in determination of acceptable substitutes.	
4	Proposals that are found to have deviations without listing them or bids taking TOTAL exceptions to these advertised specifications will be rejected.	
5	If a product brand name is specified and is commercially available to all bidders, an exception to such items is not acceptable and such bid may be rejected.	
6	Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business <u>under single ownership</u> for a minimum of twenty (20) years. Furthermore, in order to insure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market (No exception).	
7	Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified.	
8	Each bid shall be accompanied by a set of manufacturer's set of detailed specifications consisting of a description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all components parts and equipment, providing proof of compliance with each and every item in the departments advertised specifications. A letter only, even though written on company letterhead, shall not be sufficient	

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PART B – BIDDER QUALIFICATIONS

#	Requirement	Comply Yes/Alt.
1	<p><u>BUSINESS CONTINUITY</u> The bidder must have been manufacturing fire apparatus continuously, without interruption for a minimum of twenty (20) years. Furthermore, in order to insure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market (No exception).</p>	
2	<p><u>VEHICLE/MODEL CONTINUITY</u> The vehicle proposed must not be a prototype. How long has the proposed vehicle been in production? # Years _____</p>	
3	<p><u>REFERENCES</u> Provide a list of five (5) customers with in service vehicles of similar body styles. This listing shall including the customer name, address, contact name, phone number and email.</p> <p>1. _____ 2. _____ 3. _____ 4. _____ 5. _____</p>	
4	<p><u>FINANCIAL STABILITY</u> The bidder shall have an audited financial statement available that indicates stability and the ability to manufacture the vehicle along with providing warranty and service in the long term.</p>	
5	<p><u>LIABILITY COVERAGE</u> The manufacturer of the apparatus must supply a Certificate of Insurance proving that they carry a minimum of \$25,000,000.00 in product liability insurance.</p>	
6	<p><u>PRIMARY/SOLE ABILITY</u> The bidder must indicate that they are the prime contractor for this bid, and that all non-purchased components are not subcontracted.</p>	

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#	Requirement	Comply Yes/Alt.
7	<p><u>ISO ACCREDITATION</u> Manufacturer's Quality System is registered to ISO 9001 by QMI-SAI Canada Limited. ISO 9001, titled Quality Systems - Model for Quality Assurance in Production and Installation, is awarded to companies meeting and maintaining a strict series of quality-assurance guidelines. Receiving ISO 9001 certification means that a company has committed itself to maintaining a consistent level of quality across all areas of operation, from customer service and training to equipment calibration and maintenance. This certification is difficult to obtain and represents an organization's dedication to providing its customers with the best products and services possible.</p> <p>A copy of the current year Certificate shall be attached to submission package.</p> <p>The bidder shall have in place, a documented and certified ISO 9001 or equal quality program.</p> <p>A. ISO 9001 or equal quality program in place: B. ISO Certification included in bid package:</p>	
8	<p><u>ENGINEERING CAPABILITIES</u> Due to the complex nature of fire apparatus, proper engineering of the apparatus is mandatory. To insure the capabilities of the manufacturer, the bidder shall provide evidence of the qualifications of their engineering capabilities. The manufacturer shall have an In-house Engineering Department with at minimum two Professional Engineers and one Certified Engineering Technologist on staff.</p> <p>The bidder shall make accurate statements as to the apparatus weight and dimensions and provide detailed analysis of the engineered requirements to insure the apparatus has been suitably designed; including recommended equipment weight load distribution by compartment. Failure to provide this information shall render the bid unresponsive and will be cause for disqualification.</p> <p>The apparatus manufacturer must provide documentation of having a certified engineer on staff.</p>	
9	<p><u>TRANSPORT CANADA</u> The manufacturer of the apparatus must be registered with Transport Canada to the National Safety Mark Standard, Copies of certificates must be attached.</p>	

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PART B – BIDDER QUALIFICATIONS

#	Requirement	Comply Yes/Alt.
10	<p><u>WELDING CERTIFICATION</u></p> <p>Welding shall only be undertaken by a company certified by the Canadian Welding Bureau to the requirements of CSA Standard W47.2-M1987, Certification of Companies for Fusion Welding of Aluminum, as required.</p> <p>The company shall employ full-time one or more welding supervisors responsible to the company for the supervision of welding. Each supervisor shall have five years of fabricating experience pertinent to the company's type of operation (Division 3).</p> <p>The Canadian Welding Bureau is accredited by the Standards Council of Canada as a Certification Organization for the administration of CSA Standard W47.2.</p> <p>The Manufacturer shall maintain certification under a recognized welding bureau standard such as the Canadian Welding Bureau to CSA W47.2 (Certification of Companies for Fusion Welding of Aluminum).</p> <p>A copy of the certification shall be provided with the bid.</p> <p>All welding must be performed by certified welders. Copies must be attached.</p>	
11	<p><u>FAMA MEMBERSHIP</u></p> <p>The Manufacturer shall be a member in good standing of the Fire Apparatus Manufacturers' Association and shall be listed on the FAMA website.</p> <p>While FAMA does not directly determine any standards, members serve on many committees of the National Fire Protection Association, or (NFPA), and actively participate in the development of NFPA standards that apply to fire apparatus and equipment. By working with the NFPA, FAMA members assist in the research and development of performance-based minimum standards related to the manufacture of fire apparatus and equipment. Throughout its history, FAMA has supported the research required for the development of safer, better products.</p> <p>The apparatus manufacturer must be certified by the Fire Apparatus Manufacturers</p> <p>Current year of Certificate to be attached to submission package</p>	
12	<p><u>WORKERS COMPENSATION BOARD CERTIFICATION</u></p> <p>The successful bidder must be certified and in good standing with the Workers Compensation Board. Proof of certification must be supplied with the bid. A manufacturer that is not certified or not in good standing with their local W.C.B. will be disqualified</p>	

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PART B – BIDDER QUALIFICATIONS		
#	Requirement	Comply Yes/Alt.
13	<p><u>OMVIC MEMBERSHIP</u></p> <p>In accordance with the Ontario Motor Vehicle Dealers Act, the Bidder shall be a member in good standing of OMVIC.</p> <p>In accordance with the requirements of the Ontario Motor Vehicles Industry Council, (OMVIC) the sales representative who will conduct the transaction shall be a member in good standing of OMVIC.</p> <p>A copy of the current year certificate for the dealership shall be included in the submission package.</p> <p>A copy of the current year certificate for the sales representative shall be included in the submission package.</p>	
14	<p><u>CAN/ULC CERTIFICATION</u></p> <p>A. The completed vehicle shall be tested and labeled to CAN/ULC-S515-13 by Underwriters Laboratories Inc./Underwriters Laboratories of Canada.</p> <p>B. The certification organization shall not be owned or controlled by manufacturers or vendors of the apparatus being tested. The certification organization shall be primarily engaged in certification work and shall not have a monetary interest in the product's ultimate profitability.</p> <p>C. The certification organization shall witness all test and shall refuse to certify any test result for a system if the components do not pass the testing required by this system.</p> <p>D. There shall be no conditional, temporary, or partial certification of test results.</p> <p>E. Manufacturer's certification is not acceptable. (No exceptions)</p> <p>F. The completed vehicle shall undergo, prior to delivery, a two (2) hour road test with all applicable emergency equipment activated. A certification shall be provided to the purchaser outlining the results of this road test.</p> <p>G. This certification shall be completed by ULC inspectors. <u>Third party certification shall not be permitted.</u></p> <p>H. The apparatus shall be certified as a "Triple Combination Fire/Rescue Pumper Apparatus".</p>	

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PART B – BIDDER QUALIFICATIONS

#	Requirement	Comply Yes/Alt.
15	<p><u>SERVICE REQUIREMENTS</u></p> <p>A. The bidder shall provide a "24 Hour", "7-Day a Week" emergency parts and service telephone number. This phone number must be listed on a separate statement included in the bid package, along with the contact name, business name, address, and phone number of the local service agency, which will service the vehicle after being placed into service.</p> <p>B. The service agency shall be capable to perform all required service work, and shall also have at their disposal the ability to have any required subcontracting work, such as engine, transmission, etc. work performed on behalf of the apparatus manufacturer.</p> <p>C. The bidder/dealership shall show that the company is in position to render prompt service and to furnish replacement parts.</p> <p>D. Each bidder/dealership must be able to display that they are actively in the fire apparatus service business by operating a factory authorized service center and parts repository capable of satisfying the warranty service requirements and parts requirements of the vehicle(s) being purchased.</p> <p>E. The bidder/dealership must state the location of this authorized service center. In compliance to the requirements of NFPA, this service center must have a staff of Emergency Vehicle Technician (EVT), licensed Truck and Coach technicians and factory-trained mechanics, well versed in all aspects of service for all major components of the apparatus. The service center must also be equipped to provide mobile apparatus repairs and service at the Municipal repair facility or required location as designated by the fire department.</p> <p>F. Bidders who rely on third party resources to provide warranty repairs or who require the Purchaser to complete repairs and invoice back to the manufacturer shall not be considered compliant with the SERVICE and WARRANTY REQUIREMENTS. Bids of this nature shall be disqualified.</p> <p>G. Bidders who require the apparatus be returned to the point of manufacture for warranty repairs shall be disqualified.</p> <p>H. Bidders shall fully describe the service capabilities and provide proof of the qualifications of the staff who will be maintaining the apparatus.</p>	

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PART C – BIDDING & DELIVERY REQUIREMENTS		
#	Requirement	Comply Yes/Alt.
1	<p><u>BID SPECIFICATIONS</u></p> <p>Each bid shall be accompanied by a set of manufacturer's set of detailed specifications consisting of a description of the apparatus, construction methods, and equipment proposed to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all components parts and equipment, providing proof of compliance with each and every item in the departments advertised specifications. A letter only, even though written on company letterhead, shall not be sufficient.</p>	
2	<p><u>PRE-CONSTRUCTION MEETING – CUSTOMER LOCATION</u></p> <p>A pre-construction meeting shall be held at a mutually agreeable time at the required location of Wainfleet Fire & Emergency Services. Preceding the meeting, fully detailed specifications and drawings of the proposed apparatus shall be provided to the management team to allow for the review of design prior to the preconstruction meeting</p>	
3	<p><u>DRAWINGS</u></p> <p>A. Engineering drawings shall be submitted to the purchaser prior to commencement of the manufacturing process.</p> <p>B. These drawings shall show at a minimum the left, right, rear, and top views of the vehicle, as it will look at the time of completion. As well as dimensions the drawings shall show angle of approach and departure and clearances.</p> <p>C. A copy of these drawings shall be signed and returned to the apparatus manufacturer and become part of the vehicle contract.</p> <p>D. A calculated center of gravity that is no greater than 80% of the vehicles height.</p> <p>E. PROPOSAL: A fully detailed drawing shall be submitted with the proposal. The drawing will be of sufficient detail so as to provide a proposed location of the specified requirements. The drawing shall include overall length and height measurements as well as cab to axle and compartment dimensions.</p> <p>F. PRE-CONSTRUCTION: A drawing of the proposed apparatus shall be provided for approval before construction begins. The sales representative shall also have a copy of the same drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.</p> <p>G. FINAL: A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing.</p>	

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PART C – BIDDING & DELIVERY REQUIREMENTS		
#	Requirement	Comply Yes/Alt.
4	<p><u>FINAL INSPECTION – PLANT / DEALER</u> The bidder shall include the costs for a final inspection of the completed apparatus to be completed at the either the manufacturing facility or dealership, for two (2) members of the Fire Department. All costs such as travel, lodging and meals shall be the responsibility of the bidder.</p>	
5	<p><u>DELIVERY</u></p> <p>A. To ensure proper break in of all components, while still under warranty, an authorized representative of the manufacturer shall deliver the completed vehicle, under its own power, (rail or truck freight shall not be acceptable) to the purchaser.</p> <p>B. The completed apparatus will have undergone a comprehensive pre-delivery inspection prior to shipment to the Municipality.</p> <p>C. The completed apparatus shall have undergone the required PMCV inspection as per the requirements of the Province of Ontario and be suitably labelled (yellow sticker).</p> <p>D. The completed apparatus shall be provided with a fire service perpetual license plate on delivery.</p> <p>E. The completed apparatus shall remain the property of bidder until delivery is complete and the ownership is transferred. Responsibility for insuring the apparatus shall remain with the bidder until the ownership transfer is completed.</p>	
6	<p><u>ORIENTATION & TRAINING</u></p> <p>A. Upon delivery of the completed vehicle, one (1) day of orientation shall be provided.</p> <p>B. The training shall take place at the Purchaser's designated location. This training shall be provided in accordance with the requirements of ULC S515.</p> <p>C. This orientation shall be performed by a qualified delivery representative of the manufacturer instruct personnel in proper operation, care and maintenance of the equipment delivered.</p> <p>D. The term "qualified" shall refer to a person who has been specifically trained and certified for the purpose of new apparatus delivery. Use of a third party trainer will not be accepted.</p>	

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PART C – BIDDING & DELIVERY REQUIREMENTS		
#	Requirement	Comply Yes/Alt.
7	<u>PAYMENT TERMS</u>	
	A. The proposal price shall remain valid for thirty (30) days.	
	B. The contract price shall remain in effect for the term of the contract.	
	C. The Municipality will <u>not</u> consider any proposals that require; <ul style="list-style-type: none"> - Any form of deposit with the order - Requirement for payment of the chassis on delivery - Requirement for any progress payments. 	
	D. Payment for the apparatus shall be made upon receipt of an invoice for a duly inspected and accepted apparatus delivered to the specified address.	
	E. Eighty percent (80%) of the quoted price shall be paid upon completion and delivery acceptance.	
	F. A twenty percent (20%) hold back will remain in place until the truck performs, as intended, without disruption for sixty (60) continuous days.	
8	<u>STANDARDS & INSPECTIONS</u>	
	A. Yellow PMCVI sticker supplied for Ontario prior to delivery	
	B. Yellow PMCVI inspection/sticker at end of first year and end of second year; warranty items to be automatically replaced, non-warranty chassis items to be quoted and replaced with written approval	
	C. Pump test/inspection at end of first year and end of second year; warranty items to be automatically replaced	
	D. Undercoating prior to delivery, with undercoating at the end of the first year warranty and end of the second year warranty	
	E. All warranty visits to be in Wainfleet, or dealer to pick-up and drop-off truck (no additional charges)	
	F. Ontario license plates (permanent for fire trucks)	
	G. NFPA 1901 - The National Fire Protection Association "Standard for Automotive Fire Apparatus, current Edition, is hereby adopted and made a part of these specifications, the same as if it were written out in full detail, with the exception of the section dealing with "Equipment Recommended for Various Types of Apparatus". Bidders shall provide the equipment specifically requested herein and the buyer shall supply the rest before the apparatus is put into service	

**Township of Wainfleet Fire & Emergency Services
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PART D – APPARATUS SPECIFICATIONS		
Item/Category	Requirement	Comply Yes/Alt.
YEAR	Apparatus and VIN to be listed as a 2021 model year	
DIMENSIONS	Maximum Overall Length: 30' (360" / 914.4cm) Maximum Height: 10' (120" / 304.8cm) Maximum Width: 10'2" (122" / 309.9cm) Maximum Wheelbase: 194" (492.75cm)	
ENGINE	The chassis shall be powered by a Cummins diesel engine as described below: MODEL: L9-370 NUMBER OF CYLINDERS: Six (6) BORE AND STROKE: 4.49 in (114 mm) x 5.69 in (145mm) DISPLACEMENT: 543 cu. in. (8.9L) MIN. RATED BHP: 370hp (276kW) @ 2000 RPM MIN. TORQUE: 1250 lb-ft (1695 N-m) @ 1400 RPM COMPRESSION RATIO: 16.6:1 GOVERNED RPM: 2100	
ENGINE EQUIPMENT	Standard Equipment on the engine to include the following: OIL FILTER: A full flow / by-pass combination LUBE OIL COOLER: High efficiency non-drain back full flow cooling FUEL FILTER: One fuel filter providing 10 micron absolute filtration STARTER: 12 volt AIR COMPRESSOR: A min. 18.7 cfm compressor shall be provided	

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Item/Category	Requirement	Comply Yes/Alt.
ENGINE COOLANT RADIATOR	<p>The engine coolant radiator shall have sufficient capacity to perform under the engine manufacturer installation requirements. The chassis manufacturer shall demonstrate the ability to meet this requirement with the submittal of an approved IQA to the fire department for the apparatus.</p> <p>The engine coolant radiator shall have a minimum core area of 989 square inches.</p> <p>This radiator shall have drawn steel top and bottom tanks. These tanks shall have a material thickness of 16 gauge. The tanks shall be bolted to the radiator header assemblies.</p> <p>The header plates shall be made of 16 gauge brass.</p> <p>The radiator tubes shall be constructed of .0068 inch thick brass and have a dimensional size of .076 inch x .625 inch. These radiator tubes shall have welded tube seams.</p> <p>The radiator shall contain four (4) rows of tubes arranged in an inline profile across the radiator core. The entire radiator shall contain (184) tubes. These tubes shall have a smooth bore to allow for radiator cleaning.</p> <p>In the critically stressed area, where the radiator tubes are attached to the header plates, this joint shall be accomplished with a welding process on the coolant side. In addition to the welded joint a solder fillet joint shall occur on the air side of the core creating a continuous dual bond.</p> <p>The radiator shall have a louvered serpentine type core that contains fins constructed of .003 inch thick copper.</p> <p>These fins shall be spaced to a maximum density of 14 fins per inch of radiator tube. Each fin shall have a louvered surface for high cooling efficiency.</p> <p>The radiator shall contain an <u>integral</u> coolant de-aeration tank. This tank shall be designed to remove entrapped air or gas from the coolant side of the radiator.</p> <p>The bottom tank of the radiator shall have a drain valve for coolant removal.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
ENGINE COOLANT RADIATOR Cont'd	<p>The bottom tank of the radiator shall have a transmission cooler with a plate-type design. The plates shall have internal turbulators to break up laminar oil flow across the surface. The cooler shall have 1175 square inches of surface area for water surface contact and heat transfer.</p> <p>All radiator hoses shall be attached to the cooling system with stainless steel worm drive clamps</p> <p>The radiator system shall be pressurized with a cap rated per the cooling system requirements of the specific engine manufacturer.</p> <p>The high efficiency engine fan shall be encompassed with a radiator shroud to provide the proper air flow from the fan blade to the radiator.</p> <p>The radiator shall have recirculation baffles to eliminate the possibility of recirculation of "hot" air to the face of the radiator core. The bottom of the radiator shall have a recirculation baffle from the radiator to the frame rails.</p>	
COOLANT RECOVERY SYSTEM	<p>A coolant recovery system shall be installed on the chassis. This tank is designed to capture coolant overflow when the engine coolant warms and expands. As the engine cools the overflow is then pulled out of the tank and back into the radiator, thus maintaining proper coolant levels.</p>	
CHARGE AIR COOLER RADIATOR	<p>The engine charge-air cooler shall have sufficient capacity to perform under the engine manufacturers installation requirements. The chassis manufacturer shall demonstrate the ability to meet this requirement with the submittal of an approved IQA to the fire department for the apparatus.</p> <p>This radiator shall have cast aluminum side tanks. These tanks shall have a material thickness of .200. These tanks shall be attached to the charge-air core with the ALBRAZE construction technique.</p> <p>The external air fins shall be louvered serpentine and constructed of .006 inch thick aluminum.</p> <p>The internal air fins shall be of the lance-and-offset design for greater air turbulence and higher efficiency. The internal fins are to be constructed of .010 inch thick aluminum.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
CHARGE AIR COOLER RADIATOR <i>Cont'd</i>	<p>The charge-air cooler shall be mounted directly in front of the engine coolant radiator. To reduce vibration rubber "iso" mounts shall be used for mounting of the charge-air cooler to the engine radiator.</p> <p>The charge-air cooler shall contain thermal expansion slots to allow the expansion and contraction of the charge-air core over the wide range of temperatures that are expected in operation.</p> <p>The charge air piping between the engine and charge-air cooler shall be aluminum tubing with a wall thickness of .065 inch. The system shall utilize four (4) ply silicone rubber woven Nomex hoses with stainless steel pressure bands. These bands are designed to maintain the hose shape under the pressure of the turbocharger boost air. All clamps used on the charge air piping are to be stainless steel constant torque and shall be installed at each joint.</p>	
COOLANT	<p>The coolant system shall contain an ethylene glycol and water mixture to keep the coolant from freezing to a temperature of -34 degrees F</p>	
COOLANT HOSES	<p>The entire chassis cooling system shall have premium rubber hoses. All clamps to be stainless steel worm drive type clamps</p>	
COOLANT SYSTEM CLAMPS	<p>Single wire constant torque clamps shall be used for all cooling system hoses</p>	
HEATER LINE SHUT OFF VALVES	<p>The heater circuit shall have quarter turn shut off valves installed on both the supply and return lines to allow a complete shut off of coolant flow to the cab heaters in hot seasons of the year. These valves shall be installed in addition to the valves in the heater unit(s).</p>	
ENGINE AIR INTAKE FILTER	<p>The engine shall be equipped with a K&N heavy duty washable intake air filter. The filter shall utilize a media that does not require oil.</p>	
ENGINE OIL	<p>The engine shall have the initial factory fill made with a non-synthetic engine oil meeting the engine manufacturer's recommendations</p>	

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Item/Category	Requirement	Comply Yes/Alt.
ENGINE BRAKE	<p>A "JACOBS" Engine Brake shall be supplied.</p> <p>The Driver shall have an engine brake control switch.</p> <p>Activation of the engine brake shall occur at zero throttle position. The transmission ECU shall be programmed to operate in the pre-select downshift mode to maximize the retarding power of the engine brake.</p> <p>The brake lights shall illuminate when the Jacobs Brake is in operation. The Jacobs Brake shall be inoperative when the chassis is in pump mode.</p> <p>The "JACOBS" engine brake shall be covered under the standard five year Cummins engine warranty.</p>	
ENGINE FAST (HIGH) IDLE	<p>The chassis shall be equipped with an Electronic Idle Control (EIC) for the electronic engine. Preset speed is factory adjustable.</p> <p>The fast idle provision shall only function when the parking brake is set and the transmission is in neutral. Manual selection of the fast idle shall be controlled by a driver's momentary switch.</p> <p>Automatic activation of the fast idle shall occur when a low voltage condition exists, the truck is in neutral and the parking brakes are applied.</p> <p>Cancellation of the fast idle shall be achieved by resetting the manual switch or by depressing the service brake pedal.</p>	
CORROSION INHIBITOR	<p>Corrosion inhibitor shall be provided as an additive to the chassis cooling system</p>	
AUXILIARY ENGINE COOLER	<p>The cooling system shall have one (1) SENDURE auxiliary engine cooler mounted in the upper radiator water pipe. The apparatus shall have the fire pump water circulated to the cooler from a valve located on the apparatus pump panel</p>	
SPARK ARRESTOR	<p>A spark arrestor shall be installed in the chassis air intake system. This arrestor shall be mounted behind the intake grille to filter out airborne embers.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
FAN DRIVE	A fully variable fan drive system shall be installed on the engine. Variable operation is required to reduce fan noise and improve response time and lower off-speed for maximum efficiency. Control of the fan operation is entirely from the engine and fan ECM with no manual override controls.	
EXHAUST SYSTEM	A single exhaust pipe shall be provided for the engine. The exhaust pipe shall be supplied with a heat wrap. The wrap shall extend from the engine turbo charger to just below the frame rail. The exhaust tubing from the turbocharger to the exhaust after treatment device shall be stainless steel.	
CUMMINS AFTERTREATMENT SYSTEM	The chassis shall be equipped with a Cummins exhaust after treatment system in compliance with MY 18	
TAILPIPE	The tailpipe shall extend from the exhaust muffler/after-treatment device to the rear of the vehicle making a 90° bend to exit the vehicle ahead of the rear tires on the curbside of the vehicle. The end of the pipe shall be cut square or perpendicular to the exhaust pipe centerline. The pipe shall be unpolished stainless steel. An exhaust gas diffuser shall be furnished on the end of the tailpipe	
DIESEL EXHAUST FLUID SYSTEM	The chassis shall be equipped with a 5 gallon Shaw Development Diesel Exhaust Fluid (DEF) reservoir system. The reservoir shall contain an Multifunctional Head Unit (MFHU) that contains integrated level and temperature sensors. The MFHU also shall contain a coolant powered heater to thaw DEF in conditions below 12°F (-11°C) to meet governmental regulations. The reservoir shall be located on the left frame rail behind the front axle beneath the cab. The mounting system shall use stainless steel mounting brackets to reduce the possibility of corrosion	
TRANSMISSION	The transmission shall be an Allison 3000EVS automatic transmission with electronic controls. The transmission shall be equipped with a lock-up control circuit that shall automatically shift the transmission into 4th gear lock-up when the pump is shifted into gear.	

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TRANSMISSION COOLER	An automatic transmission cooler shall be provided as an integral part located in the bottom tank of the radiator. It shall be designed to withstand 165 psi working pressure and an intermittent pressure of 250 psi. The cooler shall be of sufficient size to maintain the operating temperature within the recommended limits of the transmission manufacturer.	
TRANSMISSION FLUID	The transmission shall be provided with heavy-duty transmission fluid meeting Allison specification TES-389	
FIVE SPEED PROGRAMMING	<p>The transmission shall be programmed for five speeds.</p> <p>First - 3.49 Second - 1.86 Third - 1.41 Fourth - 1.00 Fifth - 0.75 Reverse - 5.03</p> <p>The transmission shall be able to shift from first through fifth gear without operator intervention. The chassis shall be geared for the top speed in 5th gear.</p>	
AUTOMATIC NEUTRAL	<p>The transmission shall be provided with circuitry to provide automatic neutral. Setting the parking brake commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. Requires re-selecting drive range to shift out of neutral.</p> <p>After the transmission has been activated with the automatic neutral feature the shift lever must be returned to neutral and back to drive for midship pump operations</p>	
REMOTE FLUID LEVEL SENSING	<p>The chassis shall be equipped with an electronic low fluid level indicator system for the engine oil, transmission oil, engine coolant and power steering fluid as part of the instrumentation package. This system eliminates the need for daily checking of fluid levels with manual dipsticks.</p> <p>Coolant over temperature sensors are only capable of sensing excessive coolant temperature caused by clogged radiators, malfunctioning thermostats, failed water pumps or any other “circulation” problem.</p>	

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<p>REMOTE FLUID LEVEL SENSING <i>Cont'd</i></p>	<p>Upon loss of coolant, however, these temperature sensors must try to respond to hot air which, being a poor thermal conductor, results in signals that arrive only after the engine is severely damaged.</p> <p>In a like manner, under leaking oil conditions low oil pressure signals are not obtained until the oil pump is starved for oil. Since the oil pump draws liquid from the very bottom of the crankcase pan, these signals arrive only after virtually all oil has been lost. Again, the damage has already occurred.</p> <p>The liquid level sensor provides an early warning that fluid is being lost and allows corrective action to be taken before damage can occur. By using a sensor to turn on an indicator light, the low fluid level condition is communicated immediately to the operator.</p> <p>ENGINE COOLANT The coolant level sensor is located in the upper radiator reservoir. The corresponding LED indicator light is included in the display module.</p> <p>ENGINE OIL The engine oil sensor is in the engine oil sump. It monitors the oil level at approximately the 50% level. The corresponding LED indicator light is located to the right of the instrument panel on the doghouse in clear view of the driver.</p> <p>POWER STEERING FLUID The power steering fluid sensor is located in the power steering fluid reservoir at the same level as the "Add" indicator on the dip stick. The corresponding LED indicator light is located to the right of the instrument panel on the doghouse in clear view of the driver.</p> <p>FUNCTION The LED indicator lights will illuminate when the ignition is placed in the ON position as a test to insure that the warning circuits are working. They will go out when the starter button is pressed if normal fluid levels are detected. One or more of the lights staying on indicates a low fluid level in the corresponding system(s). Any time the engine is ON and a low fluid level is detected, the appropriate light will illuminate. The sensor output will reset when the ignition is turned off.</p>	

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REMOTE FLUID LEVEL SENSING <i>Cont'd</i>	<p>TRANSMISSION OIL</p> <p>The transmission oil sensor is in the transmission oil sump. The fluid level indicator is integrated into the shift selector. Accessing the fluid level status is dependent upon the style of shift selector provided.</p> <p>The transmission fluid level status is accessed through the “mode” function of the shift selector controls. First, park the vehicle on a level surface, shift to N (Neutral), and apply the parking brake. If equipped with a pushbutton shift selector, simultaneously press the Up and Down arrow buttons. If equipped with a lever shift selector, press the display mode button one time. A code will be displayed on the shift controls indicating that the oil level is HI, LO or OK. If the level is HI or LO, the display will also indicate the number of quarts of oil necessary to be added or removed to bring the oil level into the OK range. It may also display an error code that explains why fluid level information is not available. The fluid level check may be delayed until the following conditions are met:</p> <ul style="list-style-type: none"> • The fluid temperature is above 60°C (140°F) and below 104°C (220°F). • The transmission is in N (Neutral). • The engine is at idle. • The transmission output shaft is stopped. • The vehicle has been stationary for approximately two minutes to allow the fluid to settle. <p>See the Care and Maintenance section of the transmission Owner’s Manual for a more detailed description of the fluid check procedure along with a complete list of error codes.</p>	
DRIVELINES	<p>Universal joints and drive-shafts shall be SPICER 1760 series or equal. The driveshaft tube shall be a minimum of 4.09" diameter with a .180" tube wall thickness. The driveshaft slip joints shall be coated to reduce sliding friction and thrust under high torque loads. Permanent driveline installations shall be balanced to prevent vibration</p>	

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FUEL TANK	<p>The fuel tank shall have a capacity of 50 gallons (US) (189 litres) and be D.O.T. certified. It shall be mounted with stainless steel straps bolted to the bottom frame flange to allow for easy removal. The tank construction shall be of 12 gauge steel with single fuel pickup and return tubes. The baffled tank shall be vented to prevent low vacuum and facilitate rapid filling.</p> <p>The tank shall have a 2" NPT fill to the driver's side of the chassis.</p>	
FUEL TANK SENDING UNIT	The fuel tank sending unit is to be mounted to the driver's <u>side</u> of the fuel tank for easy replacement without removing body panels.	
FUEL LINES	Polyamide fiber, nylon braided, reinforced tubing with push-on reusable fittings shall be provided for the chassis fuel lines.	
FUEL/WATER SEPARATOR	The Cummins engine shall be equipped with an integrated fuel / water separator with a self-venting bottom drain valve. This filter shall be able to remove up to 95% of dissolved water and up to 99% of free standing water.	
ALTERNATOR	A 320 amp alternator shall be installed on the engine. This alternator is internally rectified and regulated.	
CHASSIS FRAME	<p>The frame shall be designed to industry standards. The manufacturer shall provide a life time frame side rail warranty to the original purchaser of the chassis. The frame rails shall be 10.5" x 3.5" x .375" heat treated steel.</p> <p>The frame side rails shall be 110,000 psi minimum yield and shall have a minimum section modulus of 18.34 cu. in. calculated by using the square corner shape method. The resulting frame rail resistance to bending moment shall be 2,017,400 in. lb. per rail.</p> <p>To insure the maximum clamp load for the fastener prevailing torque the cross-members shall be bolted in place using grade 8 bolts, hardened washers, and grade C distorted thread locknuts. Flanged head fasteners shall not be acceptable. The top of the frame rails shall be free of bolt heads.</p> <p>Frame engine cutouts shall be made with a plasma torch to minimize the heat affected zone of the cut. All cutouts shall have a minimum of 6 inch transitions between rail flange cut depths to reduce the stress concentrations throughout the cutout area.</p>	

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CHASSIS FRAME <i>Cont'd</i>	<p>The root of all transition areas shall have a minimum of a 2 inch radius to reduce stress concentrations at the root.</p> <p>The main frame rails and main frame cross-members behind the pump shall be galvanized to reduce the effect of harsh road chemicals. This warranty shall be in effect for 20 years after delivery of the apparatus to the end user.</p>	
FRAME FASTENERS	Fasteners employed to attach the main frame rails to the main frame cross-members shall be ArmorGalv® (or equivalent) plated to reduce the effect of harsh road chemicals	
FRONT AXLE	The front axle shall be a MERITOR model "MFS-18-133A-N" (or equivalent) with at least 18,740 lb. capacity.	
CRAMP ANGLE	The chassis shall have a turning cramp angle of 45-degrees. Both left and right turns have a full 45° cramp angle with tires and wheels mounted on the axle and installed in the chassis. The 45° cramp angle is achieved irrespective of options such as front suctions and disc brakes	
FRONT AXLE OIL SEALS	The front axle shall be equipped with oil bath type oil seals as supplied on the axle from the axle manufacturer. The spindles shall be equipped with transparent covers for oil level inspection.	
FRONT AXLE DISC BRAKES	MERITOR DiscPlus, EX-225 (or equivalent), air disc brakes shall be installed on the front axle. The DiscPlus air disc brakes shall provide improved fade resistance and wet weather performance. The rotors shall be vented to facilitate brake cooling.	
FRONT SUSPENSION	<p>The front suspension shall be a pin and shackle design. Front springs shall be a minimum of ten (10) leaf elliptical type, 53" x 3-1/2" x .499" forged steel. The front springs shall have a military wrapper for safe operation. For a smooth ride the spring rate shall not exceed 3,000lbs/in deflection.</p> <p>All front spring pins shall be ground heat treated steel with grease fittings for lubrication.</p> <p>The entire front suspension shall be designed for heavy duty custom fire apparatus with a capacity at ground of at least 18,740 lbs.</p>	

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SHOCK ABSORBERS	Double acting hydraulic shock absorbers are to be installed	
STEERING SYSTEM	The steering shall be equipped with a single SHEPPARD M110 (or equivalent) integral power steering gear. The engine shall be equipped with a gear driven pump. A remote steel reservoir shall be provided with the ability to check the fluid level when the cab is in the lowered position.	
FRONT TIRES	The front tires shall be 315/80R22.5-20PR (L) GOODYEAR G-751 MSA (or equivalent) all weather tread, tubeless radial tires. These tires shall be mounted on 22.5" x 9.00" rims.	
STANDARD LOAD RATING	The front axle GAWR using these tires shall be at least 18,180 lbs. @ 130 psi.	
TIRE SPEED RATING	The maximum tire speed rating is 68 MPH	
ALUMINUM WHEELS	Two (2) polished aluminum wheels shall be supplied and installed on the front axle. The 22.5" x 9.00" wheels shall be highly polished on the outboard side.	
WHEEL TREATMENT	The aluminum wheels shall be supplied with wheel treatment for a bright finish and wheel protection.	
FRONT WHEEL TRIM	The front axle shall be trimmed with mirror finish, 304L grade, non-corrosive stainless steel 'baby moon' hub caps with an opening for viewing the oil seal cover, and bright finished nut covers.	
SINGLE REAR AXLE	The rear axle shall be a MERITOR model "RS-24-160" (or equivalent) with at least a 24,000lb.capacity for the fire service.	
REAR DIFFERENTIAL	The rear axle shall contain a Meritor 160 Series (or equivalent) differential with an 18 inch diameter ring gear utilizing hypoid-Generoid gearing and a 2-1/4 inch diameter axle shaft.	
AXLE DIFFERENTIAL LUBE	The axle shall have the initial factory fill made with non-synthetic axle lube meeting the axle manufacturer's recommendations.	
REAR AXLE OIL SEALS	The rear axle shall be equipped with premium oil bath type oil seals as supplied on the axle from the axle manufacturer.	

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REAR AXLE DISC BRAKES	<p>MERITOR/ROCKWELL DiscPlus, EX-225 (or equivalent), air disc brakes shall be installed on the Meritor/Rockwell single rear axle. The DiscPlus air disc brakes shall provide improved fade resistance and wet weather performance. The rotors shall be vented to facilitate brake cooling.</p> <p>These disc brakes shall be rated for a maximum of 27,000lbs. GAWR.</p>	
VEHICLE TOP SPEED	<p>The rear axle shall be geared for a top speed of 65mph (104.6kmh) to 68mph (109.4kmh) at engine governed RPM.</p>	
NFPA TOP SPEED STATEMENT	<p>NFPA-1901, 2016 Edition - 4.15.2 The maximum top speed of fire apparatus with a GVWR over 26,000lb. (11,800 kg) shall not exceed either 68 MPH (105kmh) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.</p> <p>NFPA-1901, 2016 Edition - 4.15.3 If the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gal (4732 L), or the GVWR of the vehicle is over 50,000lb. (22,680 kg), the maximum top speed of the apparatus shall not exceed either 60 MPH (105kmh) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.</p> <p>The speed selected on this apparatus exceeds 60 MPH (105kmh) and the customer is aware of NFPA-1901 and the top speed that will be achieved with the finished apparatus.</p> <p>Truck gearing shall be such to provide for a customer requested top speed at engine governed RPM. If the top speed exceeds NFPA requirements listed above the engine ECM will have road speed limiting programmed so the maximum attainable speed that will not exceed that limit. This is field adjustable with Cummins "Insite".</p>	
SINGLE AXLE REAR SUSPENSION	<p>The rear springs shall be a minimum of seventeen (17) main including four (4) auxiliary leaves. The rear suspension shall have a rating of at least 27,000 lbs. Capacity. The rear suspension shall be a "self-leveling" slipper type with a main torque leaf that contains a military wrapper. The torque leaf shall contain a bronze bushing for long service life.</p> <p>The rear hangers are to be of the slipper design. For a smooth ride the rear suspension deflection rate shall not exceed 3,790 lbs. per inch.</p>	

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SINGLE AXLE REAR SUSPENSION <i>Cont'd</i>	<p>One (1) inch diameter rear suspension U-bolts are required.</p> <p>Two (2) main frame cross members shall be mounted in the rear suspension area, bolted to the frame rail as a rear suspension support member. Each cross member shall be a wide base flanged design to provide frame spacing and excellent strength to prevent frame paralleling. Each cross member shall be bolted in place using grade 8 bolts, hardened washers, and grade "C" distorted thread locknuts.</p>	
AIR SYSTEM	<p>An air brake system meeting the requirements of the FMVSS-121 shall be provided. The system shall consist of three (3) reservoirs with a 4,362 cu. in. volume. The air system shall consist of the following components:</p> <p>Dual air system with dual gauges and a warning light and buzzer. A spring actuated parking brake built into the rear axle brakes with a manual control and warning light the in cab. These shall automatically apply in case of air system failure. A mechanical means of releasing the spring brake shall be provided in the event of total loss of air pressure.</p> <p>A quick build up system shall be provided, capable of building enough air pressure to release the spring brake in less than thirty (30) seconds, when starting with the entire air system at zero pounds pressure.</p> <p>The brake system shall be a split system. One (1) system serving the rear brakes and one (1) system serving the front brakes. The two (2) systems shall be connected with a double check valve that shall automatically shuttle air from the front system to the rear system should loss of air pressure occur.</p> <p>This system shall also modulate the amount of air so the spring brakes shall apply in direct relationship to the amount of pressure applied to the treadle valve.</p> <p>The brake system shall be equipped with a Bendix SR-7 (or equivalent) valve to provide modulated spring brakes in the event there is low air pressure in the rear axle air supply reservoir.</p>	

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AIR SYSTEM Cont'd	<p>The spring brakes shall be piped in such a manner that if the treadle valve is depressed while the spring brakes are applied, the spring brakes shall release and remain released as long as the treadle valve is depressed. They shall reapply immediately when the treadle valve is released.</p> <p>The piping in the air system shall be 2-ply nylon reinforced color coded tubing for all stationary lines</p>	
AIR DRYER	<p>The air system shall include a BENDIX AD-SP (or equivalent) air dryer. The air dryer shall have a spin off desiccant cartridge.</p> <p>The air dryer shall incorporate an integral turbo cutoff valve. The turbo cutoff valve shall close the path between the air compressor and the air dryer purge valve during the compressor "unload" cycle. This shall allow the air dryer to purge the water and contaminants without any loss of turbo boost or engine horsepower.</p> <p>A 12 volt heated moisture ejector shall be an integral part of the air dryer. This heater shall be thermo- statically controlled. The electrical connection for the heater shall use a sealed electrical connector to protect against moisture and corrosion</p>	
MANUAL AIR TANK DRAINS	<p>All air reservoirs shall have manual 1/4 turn drain valves. The drain valves shall be supplied with rubber seats to reduce air system leaks. The reservoir drain valves shall allow the accumulation of contaminants that are collected in the reservoirs to be drained off to the atmosphere</p>	
ABS BRAKING SYSTEM	<p>A four channel, single rear axle model, MERITOR/ROCKWELL/WABCO (or equivalent) ABS Braking System shall be supplied.</p> <p>A frame mounted electronic control unit (ECU) shall monitor and control wheel speed during braking. Wheel sensors, constantly monitoring wheel speed, send information to the ECU. If a wheel begins to lock the ECU transmits an electrical impulse to modulator valves that can apply, release or hold the air pressure in the brake chambers. The rapid modulation of air pressure prevents wheel lock-up and increases driver control.</p> <p>This ABS system shall be a 4S/4M system with four (4) wheel speed sensors and four (4) modulator valves.</p>	

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ABS BRAKING SYSTEM <i>Cont'd</i>	<p>If a fault occurs in one wheel, that wheel shall have normal (non-ABS) brake function. The other wheels shall continue to provide the ABS function. If the ABS system should fail completely, the brake control shall be returned to normal (non-ABS) braking.</p> <p>An ABS warning light shall be installed on the driver's dash message center. This warning light shall cycle through a test stage at the point of ignition turn on and remain illuminated until the vehicle reaches approximately four (4) MPH. The light shall illuminate in other conditions to warn of an ABS system failure and shall illuminate when the diagnostic function is activated.</p>	
STABILITY ENHANCEMENT SYSTEM	<p>A Meritor / Wabco (or equivalent) Roll Stability Control (RSC) System shall be provided on the apparatus chassis. The RSC shall assist in managing road conditions that may result in a vehicle rollover.</p> <p>The RSC shall intervene to regulate the vehicle's deceleration functions by automatically reducing engine torque, engage the vehicle retarder and apply pressure to the brakes.</p> <p>Electronic Stability Control (ESC) shall be included building upon the established RSC system by sensing the tendency of the vehicle to spin around and automatically applying the brakes to reduce that risk.</p> <p>This system conforms to the requirements of NFPA-1901 4.13.1.2 - If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.</p>	
REAR TIRES	<p>The rear tires shall be 11R22.5-16PR (H) GOODYEAR FUEL MAX RTD (or equivalent) traction tread, tubeless radial tires. These tires shall be mounted on 22.5" x 8.25" rims.</p> <p>Single rear axle GAWR using these tires shall be 24,000 lbs. @ 120 psi.</p>	
REAR TIRE SPEED RATING	<p>The maximum rear tire speed rating is 75 MPH (120.7kmh).</p>	
ALUMINUM WHEELS	<p>Four (4) polished aluminum wheels shall be supplied and installed on the single rear axle. The 22.5" x 8.25" wheels shall be highly polished on the outboard side.</p>	

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WHEEL TREATMENT	The aluminum wheels shall be supplied with wheel treatment for a bright finish and wheel protection.	
REAR WHEEL TRIM	The rear axle(s) shall be trimmed with mirror finish, 304L grade non-corrosive stainless steel "Lincoln Hat" hub cover and bright finished nut covers.	
TIRE PRESSURE MONITORING DEVICE	Each tire installed on the apparatus shall be equipped with a tire pressure monitoring device. The device shall consist of a valve stem cap with an LED tire alert to indicate tire pressure conditions. The LED will flash when the tire drops 8 psi below the factory setting.	
LASER ALIGNMENT	<p>The chassis shall have a laser alignment performed at the factory before delivery.</p> <p>Toe In Front Axle - The toe in on a vehicle is set to reduce tire wear and to insure that the vehicle shall steer in a straight line. Toe in measurements are set to a positive 2.5 millimeters total, giving the vehicle 1.25 millimeters from side to side.</p> <p>Toe In Rear Axle - The toe in on the rear wheels is set up slightly different in that the axle and wheels are set to ride the "crown" of the road. This is achieved by adjusting the toe to a measurement of no less than 1 millimeter, but no more than 2 millimeters. The ideal measurement is 1.5 millimeters total for both sides.</p> <p>Cramp Angle - Cramp angle is set to achieve the greatest turning radius possible with the selected components of the vehicle. Each front wheel is set to zero degrees. The wheel is then turned until it reaches the steering stops. This measurement is the cramp angle.</p>	
FIRETRUCK CREW CAB	<p>The cab shall be capable of seating up to six (6) firefighters.</p> <p>The crew cab shall have four (4) side doors.</p> <p>The cab shall have an "Open Space" design, free of interior walls or obstructions.</p>	
CAB CONSTRUCTION	<p>Cab Material - The cab shall be constructed of aluminum.</p> <p>Roof Panel Rails - The roof panel assembly shall have hat section supports welded to the roof skin. These roof hat sections shall be joined to the Cab Roof Rail Section to complete the upper cab skeletal structure. These completed Roof Panel Rails shall provide a grid for maximum roof strength.</p>	

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<p style="text-align: center;">CAB CONSTRUCTION Cont'd</p>	<p>Roof Panel Rails Cont'd- The roof shall support a minimum weight of 250 lb. / sq. ft. without permanent roof deformation.</p> <p>Rear Wall Rails - The rear wall assembly shall have hat section supports welded to the wall skin. These sections shall be joined to provide a rear wall grid structure for maximum strength.</p> <p>Cab Front Wall - The front wall of the cab shall be designed with a double wall construction to reduce the effects of exterior noise in the crew and operator compartment.</p> <p>Engine Enclosure - The engine doghouse shall be welded into the cab as an integral part of the cab.</p>	
<p style="text-align: center;">CAB DIMENSIONS</p>	<p>The cab shall have the following overall dimensional requirements:</p> <ul style="list-style-type: none"> • Overall Width 96" minimum • Windshield area 3366 sq. inches minimum • Front Grille Opening 478 sq. inches minimum (Full air flow open area through the grille NOT RAW OPENING) <p>Cab interior dimensions shall be provided as a minimum in the following list:</p> <ul style="list-style-type: none"> • Front Lower Step Size: 8" deep minimum • 19" front to back Rear Lower Step Size: 13" front to back <p>In order to insure compliance with D.O.T. and NFPA-1901 step dimension limits of 24" maximum to the first step and 18" maximum on intermediate steps heights the following dimensions are required:</p> <ul style="list-style-type: none"> • Ground to first step: Driver's step 24" maximum Officer's step 24" maximum • Crew doors step 24" maximum Intermediate Step Dimension: Driver's step 18" maximum Officer's step 18" maximum Crew area first step 15" • Crew area second step 8" 	

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FRONT CAB DOORS	<p>The forward cab doors constructed of aluminum shall be 74" high x 36" wide and shall have roll down windows.</p> <p>The front door windows shall have a minimum of 680 square inch area of viewing glass per door. Each window shall have an exterior glass weather seal to prevent the influx of exterior air.</p> <p>The doors shall have exterior and interior paddle latches for ease of opening with a gloved hand. The paddle latches are to have a rubber gasket, on the outside, separating the handle from the finished painted surface.</p> <p>Each door shall be of the flush mounted design having exposed, polished, one-piece, 12 gauge stainless steel piano hinges with 3/8" hinge pins.</p>	
REAR CAB DOORS	<p>The rear cab doors shall be constructed of aluminum similar to the forward doors and shall be located directly behind the front wheel well area. These doors shall be 74" high x 32" wide and shall be a flush type door with exposed, polished, full length 12 gauge stainless steel piano hinges with 3/8" hinge pins.</p> <p>Each door shall have roll down rear windows. The rear doors shall have a minimum of 580 square inches of viewing area per door. Each window shall have an exterior glass weather seal to prevent the influx of exterior air.</p> <p>The doors shall have interior and exterior paddle latches, and shall be mounted in an easy to reach location. Interior latch shall not be blocked by the seat occupant. The paddle latches are to have a rubber gasket, on the outside, separating the handle from the finished painted surface.</p>	
INTERIOR DOOR LOCKS	<p>All doors shall have interior door locks and exterior keyed door lock controls. The door locks and the finished door assemblies shall be in conformance with FMVSS 206, with specific adherence to 49 CFR 571.206 Section 4.1.3 requiring that "Each door shall be equipped with a locking mechanism with an operating means in the interior of the vehicle".</p> <p>All doors shall be keyed alike. The doors shall be equipped with appropriate safety interlocks to prevent accidental locking of the doors when closed.</p>	
CAB GLASS	<p>AS-1 safety laminate glass shall be, wrap around design with a minimum 3000 square inches of windshield area for maximum visibility.</p>	

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CAB GLASS Cont'd	<p>The windshield shall be a type which is readily available from a nationally recognized automotive glass manufacturer that maintains local distribution outlets.</p> <p>All glass shall be tinted.</p> <p>All fixed glass shall be installed with a one-piece triple locked rubber lacing material. Due to long term appearance two-piece chrome trim lock lacing is not desired.</p>	
SUNVISORS	Two (2) 17-1/2" by 9" black padded sun visors shall be supplied, one on each side of the windshield. Vertical adjustment shall be a minimum of 15" to allow maximum coverage.	
WINDSHIELD WIPERS	Two speed electric pantograph wipers shall be installed. These wipers shall have minimum 24" blades and have 28 1/2" wet arm electric pump washers. A 70 oz. minimum windshield washer reservoir shall be furnished	
EXTERIOR FASTENERS	All cab exterior fasteners shall be stainless steel type fastened to the cab with nutserts.	
CAB CORROSION TREATMENT	The cab shall have a corrosion preventative material conforming with Mil Spec C-16173-C, Grade 1, applied during and after construction. A 5 year warranty against perforation due to rust or corrosion shall be furnished for the cab	
TRANSMISSION SELECTOR	The transmission shall be controlled by a push button type shift control. It shall be internally illuminated for night operation.	
TRANSMISSION OIL LEVEL SENSOR	The transmission shall be equipped with the oil level sensor (OLS). This sensor shall allow the operator to obtain an indication of the fluid level from the shift selector. The sensor display shall provide the following checks, correct fluid level, low fluid level and high fluid level.	
STAINLESS CAB FENDERETTES	To reduce road splash on the cab sides, polished stainless steel fenderettes shall be installed around each the wheel opening.	
HEATER / DEFROSTER	A 57,600 BTU heater with a three speed fan shall be mounted in the front of the cab, centered over the windshield. This heater shall have six (6) adjustable vents to assure windshield defogging.	

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45,000 BTU AIR CONDITIONING	<p>A climate control system shall be furnished in the cab. The system shall consist of a 45,000 BTU air conditioning evaporator centrally located on the rear of the centre console.</p> <p>The system is to have a 12.6 cu. in. minimum compressor mounted on the engine to provide the compressed refrigerant to the system. The compressor is to be plumbed to a heavy duty truck, triple fan air conditioning condenser mounted on the cab roof. The condensing unit shall have an aerodynamic shroud that is painted to match the color of the cab roof. There shall be an extended life filter receiver/dryer with a pressure relief valve installed to protect the system from contaminates, moisture, and high pressure. It is to have a sight glass for visual inspection and ease of service.</p> <p>The evaporator shall have an externally equalized expansion valve and be thermostatically protected to prevent freeze up. Dual high performance 3-speed blowers shall provide a minimum of 700 CFM air flow. Each blower is to be controlled separately. Four (4) forward facing and three (3) rear facing full adjustable diffusers with shutoff capability shall be utilized to direct the air flow through the cab.</p> <p>The air conditioning on/off switch, thermostat control, and blower switches shall be located on the evaporator unit. The air conditioning system shall use R134A freon.</p>	
36,000 BTU SUPPLEMENTAL HEATER	<p>A 36,000 BTU auxiliary heater shall be furnished inside the conditioning evaporator unit to provide additional cab heating during cooler weather. The heater core is to be plumbed to the water lines of the engine cooling system.</p>	
CAB INSULATION	<p>Foam rubber type insulation shall be installed in the rear wall and the cab ceiling to provide a better sound and heat barrier. The insulation shall be a minimum of 1" thick. The material shall be compliant with FMVSS-302</p>	
EMI/RFI PROTECTION	<p>The apparatus shall incorporate the latest designs in the electrical system with state of the art components to insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.</p> <p>The apparatus proposed shall have the ability to operate in the environment typically found in fire ground operations with no adverse effects from EMI/RFI.</p>	

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EMI/RFI PROTECTION <i>Cont'd</i>	EMI/RFI susceptibility is controlled by utilizing components that are fully protected and wiring that utilizes shielding and loop back grounds where required. The apparatus shall be bonded through wire braided ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode protected to prevent transient voltage spikes. In order to fully prevent the radio frequency interference the purchaser shall be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.	
BATTERY BOX TRAY - STAINLESS STEEL	The battery box trays shall be stainless steel to reduce the corrosive potential of the tray. The battery hold down and brackets and hardware shall also be made of stainless steel.	
BATTERY BANK	A single battery system shall be provided, utilizing four (4) high cycle type Group 31 batteries. This system shall be capable of engine start after sustaining a continuous 150 amp load for 10 minutes with the engine off (NFPA-1901). A battery disconnect switch (Rated at not less than 450 amps continuous) shall be used to activate the system and provide power to the power panel. A green pilot light shall illuminate to indicate that the battery bank is activated.	
BATTERY CABLES	All battery wiring shall be "GXL" (or equivalent) battery cable capable of handling 125% of the actual load. It shall be run through a heat resistant flexible nylon "HTZL" loom rated at a minimum of 300 degrees Fahrenheit. All cable connections shall be machine crimped and soldered.	
STARTING CIRCUIT	One (1) engine start button is to be located on the lower right dash panel. It shall be wired to heavy duty solenoid rated at not less than 1100 amps. The battery indicator light is to be located directly above the start button to indicate that the battery bank is on.	
BATTERY POWER BUS BARS	There shall be solid copper buss bars utilized for the direct connections between batteries. These buss bars shall be nickel plated for corrosion resistance and provided with color coded heavy shrink tube between the batteries for short circuit protection.	

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BATTERY ON INDICATOR LIGHT	A steady burning blue Whelen OS Series (or equivalent) LED shall be mounted on the driver's dash facing forward to be seen from outside the front of the cab. The light is to illuminate whenever the battery switch is in the on position and the parking brake is set.	
BATTERY CHARGER	<p>A PRO MARINER / ON BOARD SOLUTIONS (or equivalent) advanced electronic 4-step battery charger/power supply with a 40 amp output shall be installed, behind the driver's seat, under the rear facing SCBA if so equipped.</p> <p>Since shoreline power is not always stable the charger shall be equipped with Auto-Ranging AC Input to automatically accept global voltages of 90 VAC to 270 VAC at 45-440 Hz.</p> <p>Field Selectable - Use with lead/acid or gel batteries (AGM factory option). Select length of absorption charge cycle based on size of batteries.</p> <p>In the 4-step charging system the charger will provide the following sequence.</p> <p>Step 1: Fast Charge - Charger will deliver its maximum amperage rating to the connected batteries for the fastest charge (current regulation mode) until battery voltage is raised to 14.6V (lead acid factory setting). At this time, the charger will shift to step 2.</p> <p>Step 2: Absorption Charge - Maximizes charge and holds voltage (voltage regulation mode) at 14.6V (lead acid factory setting) for 1 to 4 hours (selectable based on battery size), while letting the batteries determine the amount of amps they can accept. This mode creates activity in the batteries, reducing sulfate buildup, and conditions the batteries for an extended life. After the programmed 1 to 4 hours have elapsed, the charger will shift to step 3.</p> <p>Step 3: Float Mode - A precision 13.3V (lead acid factory setting) finishing voltage that maintains each battery (step-down voltage regulation mode), which is perfect for short or long storage periods and will never overcharge the batteries. The charger will deliver its full rated output for house loads including: lighting, electronics and pumps.</p> <p>Step 4: Recycle - If there are very large loads on the battery while the charger is on, the unit will recycle to the first step, ensuring that batteries stay fully charged.</p> <p>One-Year Warranty - Includes lifetime repair guarantee. Certified to - UL Marine 1236/SA</p>	

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ON-BOARD ELECTRIC COMPRESSOR	<p>A KUSSMAUL AUTO AIR model 091-9B-1 (or equivalent) on-board air compressor shall be supplied. The 120 VAC compressor shall be designed to maintain the air pressure in the air brake system while the vehicle is not in use. A pressure switch senses when the system pressure drops and starts the compressor which then runs until pressure is restored. All ball bearing construction, lubricated for life, assures reliable operation and requires no servicing. Compressor Output: 0.76 CFM@100 PSI Pressure Switch: Adjustable Set Point-Factory set to 75 PSI Cut-in, 95 PSI Cut-out.</p> <p>The compressor shall be located in the officer's side step well with a bolt on style access panel, the air compressor shall be permanently wired to the 120 VAC shore line connection.</p>	
SHORELINE AIR CONNECTION	<p>An external air connection for the delivery of compressed air to the Air Brake System shall be supplied. This connection shall have a check valve to prevent the air exiting the connection.</p>	
REMOTE CHARGE INDICATOR PANEL	<p>A KUSSMAUL 91-94-12 (or equivalent) charge indicator shall be supplied.</p> <p>The remote charge indicator shall be located on the driver's seat box adjacent to the master battery switch</p>	
SHORELINE AUTO-EJECT	<p>A KUSSMAUL Super Auto Eject, model 091-55-20-120 (or equivalent), with weatherproof cover shall be provided.</p> <p>The Super Auto Eject is to be completely sealed to prevent internal contamination of the working components.</p> <p>The internal switch arrangement of the Super Auto Eject shall be designed to close and open the 120-volt AC circuit after the mating connector is inserted and before the connector is removed. This design shall prevent arcing at the connector contacts to provide long life.</p> <p>The electrical connection shall be provided as a 120-volt AC - 20 amp type using a NEMA 5-20P connector.</p> <p>The Auto-Eject cover shall be yellow in color.</p> <p>The Auto-Eject cover shall be a Kussmaul 091-55(or equivalent).</p> <p>The Auto Eject assembly shall be mounted on the exterior of the cab behind the driver's door.</p>	

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BATTERY JUMPER STUDS	Battery jumper studs shall be provided on the chassis. The jumper studs shall be mounted underneath the cab, on the rear of the driver's side battery box. The studs shall be connected to the chassis batteries with 1/0 color coded cables, red for the positive cable and black for the negative cable. The studs shall be protected with color coded plastic covers when not being used.	
ENGINE ISOLATION	<p>To reduce the noise in the cab the wall between the engine and the cab, on the inside of the cab shall be completely covered with Acoustiblok (or equivalent) sound isolation material. The material shall be sealed at all seams with acoustical sealant.</p> <p>The engine isolation inside the cab will be padded with an additional layer of sound and heat absorbing foam and covered with heavy duty vinyl trim upholstery to match or accent the interior of the cab.</p> <p>The underside of the engine enclosure shall be covered with a sandwiched material for interior cab noise and heat rejection. This sandwiched acoustical material shall have one layer of 1/8" foam, a 3/16" single barrier septum and a 7/8" layer of foam to provide an overall thickness of 1-3/16". The sandwich material shall be chemically bonded to prevent layer separation. A finished surface treatment of metalized film shall be provided on the engine side of the barrier. The acoustical barrier shall be held in place with mechanical fasteners in addition to adhesive.</p> <p>The insulation for protection from heat and sound shall keep the dBa level within the limits stated in the current edition of NFPA 1901.</p>	
CAB DOORS - INTERIOR TRIM	To provide durability the interior of the cab doors shall be finished with full length aluminum panel that is finished with Zolatone (or equivalent) high abuse paint.	
INTERIOR CEILING PADDING AND TRIM	The cab front interior ceiling shall have a one-piece, removable, vinyl headliner to cover all wiring and tubing used for lights and antenna leads.	
REAR WALL COVERING	<p>The rear interior wall of the cab shall have a two-piece, removable, wall covering to finish the interior trim and cover all wiring and tubing used for lights and antenna leads.</p> <p>The rear wall shall be covered in heavy-duty Hushcloth (or equivalent) sound barrier material. The covering is a three ply material with a 3/16" thick open cell isolation barrier of Polyurethane, a 3/32" thick closed cell Nitrile mid barrier for section reinforcement and a 1/16" thick embedded pebbled grain wear surface to stand up to the abuse of the fire service in high use departments.</p>	

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FLOOR COVERING	The front and rear floor areas of the cab shall be covered with "HUSHCLOTH" (or equivalent) sound barrier floormats. This floormat shall be a three ply material with a 3/16" thick open cell isolation barrier of Polyurethane, a 3/32" thick closed cell Nitrile mid barrier for section reinforcement, and a 1/16" thick embedded pebbled grain wear surface.	
REAR FACING SEAT BOX COVERING	The rear facing seat box area of the cab shall be covered with "HUSHCLOTH" (or equivalent) sound barrier floormat. This floormat shall be a three ply material with a 3/16" thick open cell isolation barrier of Polyurethane, a 3/32" thick closed cell Nitrile mid barrier for section reinforcement, and a 1/16" thick embedded pebbled grain wear surface. The seat box covering shall blend with the cab interior paint color.	
DASH AREA RUGGED TRIM	The cab front Driver and officer consoles shall be an aluminum housing finished with Zolotone (or equivalent) paint to match the interior cab paint color.	
CHEVRON - INTERIOR CAB DOOR	A six (6) inch tall yellow-green and red diamond grade chevron stripe shall be affixed to the bottom of each cab door panel	
INTERIOR CAB STEP TRIM	The cab steps shall be completely enclosed behind each door. The top surface of the steps shall be covered with non-skid aluminum treadplate trim.	
STEERING WHEEL AND COLUMN	<p>The steering column shall be a DOUGLAS (or equivalent) tilt / telescopic type with an integral high beam / turn signal control switch. The column shall have self-canceling design for the turn signal switch. A 4-way warning "Hazard" light switch shall be mounted on the column. For safety, a rubber boot shall be installed to cover the steering shaft from the dash to the floor.</p> <p>The steering wheel shall be a VIP, 18-inch diameter wood accent-leather wrapped 4-spoke wheel. A lever on the left side of the steering column shall control the telescopic feature.</p>	
GRAB HANDLES	<p>One (1) molded grab handle shall be installed on the driver's side on the A Post.</p> <p>One (1) additional molded grab handle shall be installed inside the cab. The handle shall be located on the officer's side on the A Post.</p> <p>Two (2) additional molded grab handles shall be installed in the cab. These handles shall be located one each side on the B Posts side of the crew area doors</p>	

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COMPARTMENT OPEN LIGHT	<p>A Red Open Compartment Flashing Light, Whelen OS Series (or equivalent) LED shall be mounted on the driver's side face of the overhead panel. A chrome flange is to be supplied with the light.</p> <p>This light is wired with a flasher to the power panel for completion to circuit on the body.</p> <p>The light circuit shall be wired so that the light circuit is deactivated when the parking brakes of the apparatus are applied. A label shall be applied adjacent to the light 'DOOR OPEN'.</p> <p>Interior Lighting Group - Strip Light Interior Light Packages</p>	
CAB FLOOR LED STEP LIGHTING	<p>The floor of the cab shall be trimmed with a ribbed aluminum extrusion. The extrusion shall protrude approximately 3/4" over the floor area to provide a mounting channel and guard for an LED integrated light. The LED lighting shall illuminate the step area of the cab and all step lights shall be illuminated when any door is opened and the battery selector switch is in the on position. The lighting shall be operable in either white or red depending upon control circuitry</p>	
DRIVER & OFFICER AREA LED CAB LIGHTING	<p>There shall be a white LED strip lighting mounted above the full length of each front door in the cab. The strip light shall be mounted in an aluminum extrusion and shall face the center of the cab. The lighting shall be operable in either white or red depending upon control circuitry.</p> <p>The lighting shall be operated opening a cab door. The red LED lighting for the officer door and rear crew area doors shall be operated by a switch in the driver's area. The white LED lighting for the officer door and rear crew area doors shall be operated by a switch in the driver's area</p>	
CREW AREA LED CAB LIGHTING	<p>There shall be a white LED strip light mounted in the cab. The LED strip light shall be mounted on the bolster in the center of the cab and shall run the full width of the cab. The strip light shall be mounted in an aluminum extrusion and shall face the rear of the cab. The lighting shall be operable in either white or red depending upon control circuitry.</p> <p>The lighting shall be operated opening a cab door</p>	

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CREW AREA WHITE LED CAB LIGHTING	<p>There shall be a white LED strip light mounted in the cab. The LED strip light shall be mounted at the ceiling on the rear wall and shall run the full width of the cab. The strip light shall be mounted in an aluminum extrusion and shall face the rear of the cab. The lighting shall be operable in either white or red depending upon control circuitry.</p> <p>The lighting shall be operated opening a cab door.</p>	
CREW AREA WHITE LED CAB LIGHTING	<p>There shall be a white LED strip lighting mounted above the full length of each cab crew door in the cab. The strip light shall be mounted in an aluminum extrusion and shall face the center of the cab. The lighting shall be operable in either white or red depending upon control circuitry.</p> <p>The lighting shall be operated opening a cab door.</p> <p>The red LED lighting over the crew area doors shall be operated by a toggle switch mounted on the forward post of the crew area door on each side of the cab.</p> <p>All interior cab lighting controlled by the door opening switch circuit shall be color selected by a switch in the driver's area. The selected color shall stay 'in-state' until the selector switch is changed by the driver. Resetting the battery selector switch shall not change the state of color selected.</p>	
DRIVER INSTRUMENTATION AND CONTROLS	<p>The gauges shall have red LED back lighting for enhanced visibility. Upon on initial ignition sequence a lamp check function shall illuminate the warning light telltales, the self diagnostic message center shall sequence the warning light telltales if data link communications are lost. The instrument panel shall include the following gauges and indicators.</p> <p>Electronic speedometer with LCD odometer Tri cluster gauge that includes:</p> <ul style="list-style-type: none"> • Electronic tachometer • Engine coolant temperature gauge, with warning light and buzzer Engine oil pressure gauge, with warning light and buzzer • Transmission fluid temperature gauge, with warning light and buzzer Two air pressure gauges, with warning light and buzzer • Voltmeter, with low voltage warning light and buzzer Fuel level gauge • High beam indicator light Parking brake set light Turn signal indicator lights 	

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DRIVER INSTRUMENTATION AND CONTROLS Cont'd	<p>The lighting control panel is to be located to the left side of the instrument panel. The lighting control panel shall include the following:</p> <ul style="list-style-type: none"> • Headlight control switch • Dash rheostat for instrumentation lighting control <p>Wiper and washer control switches</p> <p>The engine control panel is to be located beneath the instrument panel on the driver's right hand side. The engine control panel shall include the following: Keyless ignition switch with a green pilot light</p> <p>The apparatus control panel is located beneath the instrument panel on the driver's left hand side. The apparatus control panel is designed for the location of pump shift controls.</p>	
AUDIBLE TURN SIGNAL REMINDER	There shall be an audible alarm that shall sound when the turn signal remains flashing for a distance greater than one mile. The reminder shall not sound when the hazard lights are operating	
AUDIBLE LIGHTS ON REMINDER	There shall be an audible alarm that shall sound when the headlight switch is left in the on position and the ignition is off. The alarm shall self-cancel after 2 minutes of operation.	
AUDIBLE PARKING BRAKE REMINDER	<p>There shall be an audible alarm that shall sound when the parking brakes are NOT set and the ignition is turned off. This alarm shall self-cancel after 2 minutes.</p> <p>The Parking Brake reminder shall sound an audible alarm when the parking brakes are set and an indicated speed of over two miles per hour occurs.</p>	
DUAL TRIP ODOMETERS	There shall be two (2) trip odometers in the driver's information center. Each shall be capable of independent operation and reset. They shall be labeled Trip1 and Trip2 when the trip mileage is shown in the LCD panel.	
SPEEDOMETER ACTIVATED IN PUMP MODE	The speedometer and odometer shall be activated while in pumping mode	
LOW FUEL LIGHT	A "Low Fuel" warning light and alarm shall be installed in the dash message center. This light shall illuminate when the apparatus fuel level reaches 25% of the fuel remaining.	
TRANSMISSION OVERHEAT WARNING LIGHT	A transmission oil temperature light with alarm shall be provided on the dash message center.	

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LOW VOLTAGE WARNING	A low voltage indicator light shall be installed on the dash message center. An alarm and the dash indicator light shall activate when the system voltage drops below 11.8 volts.	
AIR CLEANER RESTRICTION INDICATOR	An air cleaner restriction indicator shall be installed in the driver's message center. The indicator shall provide visual warning when a high air restriction condition exists for a minimum of 4 seconds.	
LOW COOLANT WARNING	Low coolant warning shall be accomplished through the engine electronics to provide driver warning via the engine stop warning light	
INTERMITTENT WIPER CONTROL	A rotary combination intermittent electric wiper / washer switch shall be provided on the left hand side of the driver's dash.	
TEMPERATURE MONITOR	A Kussmaul (or equivalent) Temperature Module shall be installed in the driver's area of the cab. The module shall have a built-in LED indicator to show the outside temperature in either °F. The monitor display will blink at 32°F to indicate the roads may be icy.	
ONBOARD ELECTRONIC OPERATION AND MAINTENANCE MANUAL	<p>There shall be a USB port in the vehicle cab to provide in cab access to electronic copies of the Vehicle Operation and Maintenance Manuals. The following information shall be accessible through the in cab electronic Vehicle Operations Manual (eVomTM):</p> <ul style="list-style-type: none"> • Operator's Manual • Construction Bill of Material Parts List Water Tank Certification • Pump Certification Pump Test Certification • Electrical System: <ul style="list-style-type: none"> - Complete wiring schematics for the vehicle. - Diagrams of the vehicle showing the wiring harness routing within the vehicle. Each of these diagrams shall include the connectors between the harnesses that provide a hyperlink to a drawing of the actual connector where pin functions can be examined. - Schematics for each system of the vehicle shall be provided with hyperlinks to the connectors for pin designations and to the vehicle drawings for harness location within the vehicle. - As built wiring information 	

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ONBOARD ELECTRONIC OPERATION AND MAINTENANCE MANUAL <i>Cont'd</i>	<ul style="list-style-type: none"> Air System: <ul style="list-style-type: none"> Complete air system schematics for the vehicle. Diagrams of the vehicle showing the air tubing routing within the vehicle. <p>Schematics for each system of the vehicle shall be provided with hyperlinks to the tanks and valves and to the vehicle drawings for exact location within the vehicle.</p>	
DRIVERS SIDE OVERHEAD SWITCH PANEL	<p>The apparatus warning light panel shall be mounted above the driver in the overhead console.</p> <p>The switch panel shall be a Class 1 (or equivalent) Programmable Switch (PS) panel installed as a multiplexed node to provide input and output information to the apparatus electrical system. The panel shall have ergonomic rubber molded rocker type switches with backlighting.</p> <p>The panel shall include one (1) function as a master control switch to allow for preselection of response mode functions. The remaining switches shall be programmed and labeled with the manufacturer standards as to the custom options selected for the vehicle.</p>	
PARKING BRAKE CONTROL VALVE	<p>The parking brake control valve shall be located in the driver's dash engine control panel</p>	
MULTIPLEXED ELECTRICAL SYSTEM	<p>The apparatus shall be equipped with a Class 1 ES-Key (or equivalent) Management System for complete control of the electrical system devices. This management system shall be capable of performing load management functions, system monitoring and reporting, and be fully programmable for control of the electrical system.</p> <p>The ES-Key system shall utilize a Controller Area Network (CAN) to provide multiplexed control signals for "real time" operation. The system shall consist of the following components:</p> <ul style="list-style-type: none"> <i>Universal System Manager (USM)</i> - The USM device shall be the CAN network controller and provide various functions to the apparatus such as load management. The USM shall be programmed from a network interface to a PC computer. 	

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MULTIPLEXED ELECTRICAL SYSTEM Cont'd	<ul style="list-style-type: none"> • <i>Power Distribution Module(s) (PDM)</i> - The PDM shall be a control device on the network with a primary function as power distribution. Receiving control signals from the USM the PDM turns on and off relays providing power to its connected loads. The PDM also shall contain digital switch inputs allowing for input clustering throughout the apparatus. • <i>Information Display Module</i> - For displaying text, warnings and diagnostics. The information Display Module shall allow the fire department to access and change load management shedding priority and maintenance text listing the routine maintenance items and lubrication capacities on the apparatus. • <i>Input / Output Module</i> - The module shall have 16 inputs to communicate with the USM and 3 outputs for various chassis functions. <p>The ES-Key system shall provide diagnostic capabilities for troubleshooting the electrical system of the apparatus.</p>	
CHASSIS COLOR CODED WIRING	<p>All chassis wiring shall be type "GXL" (or equivalent) in accordance with S.A.E. J1128 and NFPA-1901. ALL wiring shall be COLOR CODED and continuously marked with the circuit number and function.</p> <p>All wiring to be covered in nylon heat resistant "HTZL" (or equivalent) loom rated at a minimum of 300 degrees F exceeding the heat requirements of NFPA-1901.</p> <p>A battery "loop back" ground circuit shall be supplied for the EDS system to reduce the possible effects of Electromagnetic and Radio Frequency Interference.</p> <p>The chassis cab, engine and transmission shall be electrically bonded to the chassis frame rails with braided ground straps.</p>	
ELECTRICAL SYSTEM CONNECTORS	<p>All multiple conductor electrical connections shall be made with Packard electrical connectors. The Packard connectors shall become mechanically locked when mated.</p> <p>All single wire terminations requiring special connectors with a ring or spade terminal shall be crimped, and wrapped with heat shrink tubing</p>	

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INFORMATION DISPLAY MODULE	The Information Display Module for displaying text, warnings and diagnostics. The information Display Module shall allow the fire department to access and change load management shedding priority and maintenance text listing the routine maintenance items and lubrication capacities on the apparatus. For displaying text, warnings and diagnostics. The information Display Module shall allow the fire department to access and change load management shedding priority and maintenance text listing the routine maintenance items and lubrication capacities on the apparatus.	
DUAL PORT USB CHARGING PORT	A Kussmaul (or equivalent) 3 amp Dual USB charging port shall be installed in the driver's area of the cab. A second USB charging port shall be installed in the officer's area of the cab. The charging port shall have a built-in LED indicator to show that the device is powered. The USB charging port shall be powered with both the battery and shoreline to ensure continuous power to the MDT.	
CUP HOLDER	There shall be a cup holder mounted on top of the centre console. The black powder coated console shall include two (2) large cup holders and a Kussmaul 091-219 (or equivalent) dual port USB charger.	
BACKUP CAMERA	There shall be an ASA Audiovox (or equivalent) video system provided on the apparatus. The color monitor shall be manufactured by ASA. The 7 inch color LCD monitor contains a water proof housing, circuit protection, backlit controls, integrated audio speaker, NTSC and PAL video signal compatible, 3-camera inputs, manual (pushbutton) or automatic (trigger) source selection, auto power on (standby) day / night brightness modes, on screen display (OSD) for AV source, picture adjustment and volume level, non-volatile memory for picture and volume adjustment settings, anti-glare / anti-scratch protective lens, detachable sunshield. The monitor for the back-up camera shall be mounted on top of the engine doghouse within view of the driver to aide in backing up the apparatus	

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REAR CAMERA - COLOR - HIGH PERFORMANCE	<p>There shall be supplied a color, heavy duty high resolution observation camera.</p> <p>The back-up camera system shall be powered with the battery power switch in the cab. Operation of the camera will be by the driver with the monitor controls.</p> <p>The back-up camera shall be mounted at the rear of the apparatus beneath the hosebed.</p> <p>A 12 gauge stainless steel trim guard shall be affixed to the wall behind the camera with a flange over the top of the camera housing to aid in protecting the camera. The flange over the camera shall be one inch wider than the camera width and extend one-half an inch behind the rear of the camera face.</p>	
ROAD SAFETY KIT	<p>One (1) 2-1/2# ABC DOT Approved fire extinguisher shall be provided. The fire extinguisher shall be shipped loose with the chassis.</p> <p>One (1) set of DOT approved hazard triangles shall be supplied with the chassis. They shall be stored in a plastic case and shipped loose with the chassis.</p>	
EXTERIOR GRAB HANDLES	<p>The cab shall have a bright anodized extruded aluminum 24" grab handles at each door position. The aluminum shall be bright anodized for long service. Molded rubber gaskets shall be installed under the grab handles to protect the painted surface of the cab.</p>	
RED WARNING LIGHT, CAB HANDRAILS	<p>The rear door cab handrails shall contain red integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the rear of the apparatus. The LED lights shall flash with the emergency warning lights.</p>	
AMBER SIDE TURN SIGNAL, CAB HANDRAILS	<p>The front door cab handrails shall contain amber integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the rear of the apparatus. The LED lights shall flash with the directional signals.</p>	
FRONT GRILLE	<p>A stainless steel square, three dimensional bright polished stainless steel front grille shall be installed on the front cab face. The front grille shall have a radiator rock guard to assist in preventing damage to the radiator core.</p>	
CAB MUDFLAPS	<p>Mud flaps shall be installed behind the front tires. These mud flaps shall be a minimum of 22" wide to protect the underneath of the cab and body</p>	

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CAB GROUND LIGHTING - LED	There shall be one (1) white LED strip light in an armored extrusion shall be mounted beneath each cab door. These lights shall be designed to provide illumination on areas under the driver and crew riding area exits. All cab ground lights shall automatically activate when any cab door is opened.	
MIRRORS, HEATED REMOTE	The cab mirrors shall be Mekra Lang 400 Series Aero (or equivalent) mirrors with a break-away bracket. The flat glass head shall be heated and remote control. Below the flat mirror there shall be a convex head. The mirror heads shall have a smooth chrome plated high impact non-metallic housing.	
ELECTRIC WINDOWS	The four (4) roll down door windows shall be equipped with electrically operated mechanisms to control the opening and closing of the windows. Control shall be with a momentary switch in the door. Three (3) additional switches shall be supplied in the driver's door to control all four of the power windows from the driver's position.	
WINDOW TINTING	The crew door windows shall have GRAYLITE II (or equivalent) tint (9% visible) to provide privacy and to assist in reducing the amount of heating inside the cab due to direct sunlight and unwanted glare.	
UNDER CAB ENGINE MAINTENANCE LIGHTS	Two (2) LED engine maintenance lights shall be supplied beneath the cab. These lights shall illuminate automatically when the cab is tilted to the full tilt position.	
EXTERIOR REAR WALL DIAMOND PLATE OVERLAY	The cab exterior rear wall shall be covered with a single sheet of bright aluminum tread plate to protect the back of the cab from scratches.	
INTERIOR FINISH	The entire interior of the cab shall be painted with spatter paint, black in color. Black spatter paint is selected for ease of repairs when the interior is scratched. The cab metal finish shall be covered with one coat of base self-etching primer to fill the small surface imperfections. Then the interior of the cab is to be blocked and a coat of sealer-primer is to be sprayed to the interior finish. Next a sealer primer is applied and shall be sanded to a smooth finish ready for final color coat application. Two (2) coats of finished paint are to be applied to a final thickness of 4 mills.	

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INTERIOR FINISH <i>Cont'd</i>	<p>The following interior components shall be finished in black:</p> <ul style="list-style-type: none"> • Overhead console • Sun visors <p>The interior headliner of the cab shall be black in color.</p> <p>The interior rear wall covering of the cab shall be black in color. The interior flooring material of the cab shall be black in color. The interior door panel material of the cab shall be black in color. The doghouse covering material in the cab shall be black in color.</p> <p>The dash housing, doghouse console; when so equipped; and the officer's glove box or console shall be black in color</p>	
CAB EXTERIOR FINISH	<p>The exterior doors and all fixed cab glass are to be removed from the cab prior to the paint and body process beginning.</p> <p>The final finish of the cab shall be to fire apparatus standards; exhibiting excellent gloss durability and color retention properties.</p>	
PREPARATION	<p>The removal of all contaminates and oxidation is essential to the final effect of a finish system, the cab shall be pre-cleaned with a Wax and Grease Remover and prior to evaporation, towel dried.</p> <p>To remove all oxidation and foreign materials, the cab shall be sanded with a 180 grit abrasive using an orbital type disc sander.</p> <p>All weld marks and other major surface imperfections shall be filled with a polyester type body filler, prior to body filler application special attention shall be given to the areas requiring filler again sanding and cleaning.</p> <p>The body fillers shall be thoroughly mixed in accordance with the manufacturer's directions.</p> <p>After the final coat of filler is sanded, spray polyester shall be applied in sufficient amounts as to provide a final base and sanded with abrasive paper.</p>	
PRECLEAN	<p>Within 45 minutes of pretreat the cab must be again washed with a Wax and Grease Remover using a "Scotch brite pad". Towel dry prior to evaporation.</p> <p>Special precaution shall be taken NOT to saturate any polyester body fillers with the cleaning solvents</p>	

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PRETREAT AND PRIMERS	<p>The pretreat and primer applications shall be made in two independent steps. A combined pre-treat/primer one product application shall not be allowed as a substitute.</p> <p>The prepared substrate shall be pretreated with an acid curing 2-component Transparent Primer. This pretreat shall be designed to provide corrosion protection and to create an adhesive bond between the substrate and the surface applications.</p> <p>It is critical that the body fillers not receive a saturation of solvents associated with the pretreat application. Only the pretreat over spray resulting from product application to the adjacent metal areas should be allowed to come in contact with the body fillers.</p> <p>All polyester body fillers are porous, and shall absorb liquids. Solvents when absorbed not only soften but shall create swelling of the polyester filler. After sanding and later shrink the fillers shall create blemishes in the painted surfaces.</p> <p>Prior to complete primer application, each area with applied body fillers be precoated with a 2-dry applications of primer (sander surfacer) of which shall be allowed to "Touch Dry" between coats. This procedure shall isolate the filled areas and protect them from subsequent product applications.</p> <p>The primer (sander surfacer) shall be a poly-acrylic resin, zinc and chromate free surfacer that is designed to create a superb surface smoothness, increase the depth of color, and insure top coat gloss.</p> <p>The cab after pretreat and precoat shall be primed with a 3 to 4 medium applications of a Hi-Build Tintable Surfacer.</p> <p>To create a finish base that meets the rigid requirements of the fire and emergency service; the primed surface shall be dry sanded smooth thus removing all texture and surface imperfections with a 320 grit (minimum) sanding abrasive</p>	
FINISH AND COLOR COATS	<p>The color coat application shall consist of two to three applications of acrylic urethane color coat. After the color coat has been applied, the cabs shall be sprayed with 1.5 to 2.0 mills of clear coat finish. The clear coat finish is then sanded and buffed to remove any imperfections that can occur during the application of the color coat.</p>	

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FINISH AND COLOR COATS <i>Cont'd</i>	<p>The final finish shall be free of dirt and sags and shall meet a minimum grade of 7 when compared to the "ACT" general orange peel standards by "ACT" Laboratories, Inc. Of Hillsdale, MI.</p> <p>The final sanding and buffing of the clear coat shall result in a flat / glass like finish. The clear coat shall also provide a UV barrier to prevent fading and chalking.</p> <p>PPG brand urethane materials will be used for the cab exterior paint</p>	
DRIVER'S SEATING POSITION	The seat shall be H.O. Bostrom, Sierra 500 (or equivalent), ABTS, with air ride suspension, high back seat with 5" of fore and aft slide adjustment. The seat shall have adjustments for height and ride with up to 3" of vertical travel. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.	
OFFICER'S SEATING POSITION	The seat shall be H.O. Bostrom, Tanker 500 Series (or equivalent) Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.	
CREW AREA - SEATING	Four (4) Crew Seats shall be H.O. Bostrom, Tanker 500 Series (or equivalent) Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches	
SCBA FILLER PADS	All SCBA seat is to have a filler pad installed to provide a smooth back for the firefighter when the air breathing apparatus is not in use.	
SCBA SEAT BRACKET	All SCBA Seats shall be a H.O. Bostrom SecureAll™ (or equivalent) self-contained breathing apparatus bracket mounted into the seat cavity	
SEAT COVERING MATERIAL	The seats shall be covered in grey black Durawear™ (or equivalent), a high strength-wear resistant, waterproof fabric.	
SEAT BELT WARNING LABELS	The cab shall be equipped with two (2) seat belt warning labels. These labels are to be in full view of the occupants in the seated position.	
VEHICLE DATA RECORDER	The Apparatus shall be equipped with a Class1 (or equivalent) "Vehicle Data Recorder and Seat Belt Warning System" (VDR/SBW) that is connected to the power train CAN (Controller Area Network) bus consisting of transmission (TCM), engine control (ECM) and antilock brake (ABS) modules mounted on the apparatus.	

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VEHICLE DATA RECORDER <i>Cont'd</i>	<p>The VDR/SBW will function per NFPA 1901-2009 sections 4.11 (Vehicle Data Recorder) utilizing the power train's J1939 data and 14.1.3.10 (Seat Belt Warning) using the Class1 (or equivalent) "Seat Belt Input Module" for seat occupied and belt status information.</p> <p>The VDR data shall be downloadable by USB cable to a computer using either Microsoft™ or Apple™ Operating Systems using Class 1/ O.E.M. supplied reporting software.</p>	
SEAT BELT WARNING SYSTEM	<p>There shall be a seat belt indicator system supplied in the cab. The indicator system shall indicate seat belt use for each individual seating position when the seat is occupied, the seat belt remains unfastened and the parking brake is released.</p> <p>A display panel shall be supplied in the dash area. The panel shall have an audible indicators and a red light display to indicate that a seat belt has not been fastened.</p>	
SEAT BELT WARNING SYSTEM - GRAPHIC MONITOR	<p>Mounted in the overhead console in the driver's area the seat belt indicator system shall indicate seat belt use for each individual seating position when the seat is occupied, the seat belt remains unfastened and the parking brake is released.</p> <p>The screen shall be a PCAP touchscreen to recognize bare and gloved fingers, even when the display surface is wet. Integration with Class 1 (or equivalent) seat belt monitoring module the screen shall be a bright, backlit display provides high contrast text and full color graphics for excellent sunlight readability with a rugged design for extreme environments</p>	
FRONT BUMPER	<p>A 10" high heavy-duty structural steel bumper shall be provided the full width of the cab. The bumper shall be painted to match the lower color of the cab.</p>	
BUMPER EXTENSION	<p>The front frame extension shall be bolted directly to the main rail. The extension and main rail joint shall have a 3/8" thick side plate for reinforcement. The completed apparatus must be able to be lifted at the front bumper without structural damage to the front extension for towing of a disabled vehicle.</p> <p>The front bumper face shall extend 21 inches ahead of the front face of the cab skin.</p>	

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FRONT SUCTION PIPING	<p>A 5" front suction pipe shall be provided with victaulic groove on the rear end and a copper vent line from the high to the low point shall be installed for purging air during suction operation. The front suction pipe is to begin behind the centerline of the front axle, going forward and over the front axle using long sweep 90 degree elbows and 45 degree bends. The suction is to terminate 8.00 inches +/- 1/2 in. forward of the front face of the cab. The pipe shall terminate with a 5" Male National Pipe Thread. The dimension from the centerline of the chassis to the center of the suction pipe inlet termination is to be 27 inches (front view of the chassis).</p> <p>The front bumper shall have a 7" diameter hole to provide clearance for the front suction pipe to pass through the bumper. As viewed from the front of the chassis, the centerline of the front suction is to be centered between the top and lower flanges of the front bumper.</p>	
GATED FRONT SUCTION	<p>A front suction intake shall be provided. Suction pipe shall be Schedule 40, 5" ID in size, and shall be provided with quarter-turn bronze flange mounted drain valves at all low points of the line. The front suction shall be bolted to the pump and be assembled with a minimum of two (2) heavy duty Victaulic type couplings.</p>	
ELECTRICALLY OPERATED SUCTION VALVE	<p>The suction valve shall be electrically operated and have control switch at the pump operator's panel. The power valve operating mechanism shall prevent movement of the valve from the fully closed position to the fully open position or vice versa, in less than three (3) seconds. The control switch shall have a colored identification label.</p> <p>There shall be a three light indicator provided with one (1) green, one (1) yellow and one (1) red LED to indicate the valve position</p>	
SUCTION PRESSURE RELIEF VALVE	<p>Task Force Tips model #A1820 (or equivalent) pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI in 90, 125, 150, 200, 250, 300 PSI increments. For corrosion resistance the cast aluminum valve shall be hardcoat anodized with a powder coat interior and exterior finish. The valve shall be configured for either a Waterous or Hale pump, and have a 2" male NPT threaded discharge outlet. The unit shall be covered by a five-year warranty.</p>	

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SUCTION PRESSURE RELIEF VALVE <i>Cont'd</i>	The discharge side of the intake relief valve shall be plumbed to the right side below the running boards, away from but, visible to the pump operator, and shall terminate with an unthreaded pipe. The adjustment control shall be located behind the street side pump panel	
RIGID FEMALE TO MALE ADAPTER	A Rigid Female to Male Adapter shall be provided. The Rigid Female to Male Adapter shall be constructed of chrome plated brass. It shall be 5" NPT female by 6" NH male.	
LONG HANDLE CAP	The front suction inlet shall be equipped with a chrome plated, long handled, cap capable of withstanding 500 PSI.	
STYLE 7 3/4" DRAIN VALVE	An Akron Brass Style (or equivalent) 7, 3/4" Drain Valve item 00070001 with brass handle shaft and body shall be installed in the front suction intake pipe. The small and compact drain valve shall be made of brass and have 3/4"NPT female inlet and outlet thread. There shall be a remote drain push rod that extends to the bottom of the bumper from the drain. A tag shall be affixed to the front bumper labeled 'DRAIN' adjacent to the location of the front suction drain push-pull knob.	
FRONT JUMPLINE DISCHARGE	A 1-1/2" discharge shall be located at the front bumper. The front discharge shall be plumbed using 2" stainless steel pipe and wire reinforced high pressure hose coupled with stainless steel fittings. The front discharge outlet shall have a 2" quarter-turn swing out valve with the control located on pump operator's panel. The front discharge at the bumper shall be provided with a 2" to 1-1/2" polished stainless steel, 90° swivel adapter with 1-1/2" NST male outlet. The jump-line swivel shall be located on top of the gravel-shield adjacent to the hose-well.	
AUTOMATIC DRAIN VALVE	One (1) Class 1 (or equivalent), 3/4" automatic drain valve shall be supplied.	
DISCHARGE CAP	One (1) chrome plated, 1-1/2" rocker lug with vented lug with chain shall be furnished.	
TOW LOOPS	Two (2) heavy duty fabricated tow/lift loops shall be provided on front extension. These hooks shall be manufactured from a minimum of 1-1/4" thick 50,000 psi yield material. The loop eyes shall have a minimum inside dimension of three (3) inches.	

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TOW LOOPS <i>Cont'd</i>	These loops shall be attached to the extension frame rail with a minimum of four (4) Grade 8 fasteners on each loop. The tow loops shall extend through the face of the front bumper, one (1) each side mounted directly to the frame rails. The tow loops shall be chrome plated.	
GRAVELSHIELD	A gravel-shield shall be installed filling the area above the extension rails. This gravel-shield shall be constructed of .125" thick NFPA non-skid, bright, non-skid, aluminum tread-plate. The gravel-shield shall be supported at the front by the top flange of the stainless steel bumper. At the rear, the gravel-shield shall be supported by a steel substructure	
CENTER HOSEWELL	A hose-well shall be installed in the center of the gravel-shield. The hose-well shall be constructed of .125" aluminum. The upper edges of the hose well shall be tapered to allow for smooth, snag free removal of the hose. The hose-well shall be 26-1/2" wide x bumper depth deep x (extension - 6") front to back. The hose-well shall be mounted between the bumper extension rails.	
HOSEWELL COVER	The hose-well shall include a diamond plate hinged cover. The cover shall be manufactured with bevel style ends. A "D-Ring" handle shall be used to open the lid with a gas shock to hold the lid in the open position.	
OPEN GRATE MAT - HOSEWELL	The floor of the hose-well shall be covered with black colored, open grate mat for improved ventilation.	
FRONT BUMPER UNDERBODY LIGHTING	There shall be one (1) white LED 36" strip light in an armored extrusion provided at bottom of the center of the front bumper. All underbody ground lights shall be switched on when the parking brake is set and the apparatus is running with the master battery switch in the "ON" position.	
AIR HORNS	Dual stutter tone air horns shall be recessed into the front bumper, one each side.	
AIR HORN IGNITION CONTROL	To eliminate inadvertent operation the chassis air horns shall be operable only when the battery selector and ignition switch are in the "ON" position.	
AIR HORN CONTROL SWITCH	The chassis air horns shall be controlled by a lanyard with a 'Y-chain'. The lanyard chain shall be mounted to the center of the overhead console within reach of both the driver and officer and shall terminate at the cab center.	
AIR HORN OPERATION	The air horn and the electric horn shall be sounded simultaneously by depressing the horn button in the steering wheel.	

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ELECTRONIC SIREN	<p>A Whelen (or equivalent) electronic siren control, model 295SLSA1 full feature with 17 Scan-Lock siren tones including Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air Horn, Electronic Mechanical Siren tones and Piercer tones and hard wired microphone, shall be provided.</p> <p>The siren control shall be mounted within reach of the driver and officer.</p>	
Q2B MECHANICAL SIREN	A FEDERAL Q2B siren shall be mounted on the left (driver's) side through the face of the front bumper.	
MECHANICAL SIREN CONTROLS	<p>To eliminate inadvertent operation, the mechanical siren shall be operable only when the Master Warning Light switch is in the "ON" position and the parking brake is released.</p> <p>A momentary rocker switch shall be provided in the driver's switch panel for operation of the siren brake. This switch shall be backlit with the legend "SIREN BRAKE".</p> <p>A second momentary switch shall be provided in easy reach of the officer for operation of the siren brake. This switch shall be labeled "SIREN BRAKE".</p>	
MECHANICAL SIREN SWITCHES	One (1) foot switch for the siren shall be provided on the left side of the driver's side cab floor and the one (1) button switch on the officer's side. The officer's button switch shall have a red rubber boot and be clearly labeled 'Siren'.	
SIREN SPEAKERS	There shall be two (2) polished aluminum 100 watt speakers provided. The speakers shall be recessed into the front bumper, one each side, immediately outboard of the chassis frame rails.	
ELECTRONIC CHASSIS OPERATOR'S MANUAL	<p>An electronic Operator's Manual w/Parts List - One Set shall be provided with the chassis and include the following:</p> <ul style="list-style-type: none"> • Operator's Manual • Construction Bill of Material Parts List Water Tank Certification • Pump Certification Pump Test Certification • Electrical System: <ul style="list-style-type: none"> - Complete wiring schematics for the vehicle. - Diagrams of the vehicle showing the wiring harness routing within the vehicle. Each of these diagrams shall include the connectors between the harnesses that provide a hyperlink to a drawing of the actual connector where pin functions can be examined. 	

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ELECTRONIC CHASSIS OPERATOR'S MANUAL <i>Cont'd</i>	<ul style="list-style-type: none"> - Schematics for each system of the vehicle shall be provided with hyperlinks to the connectors for pin designations and too the vehicle drawings for harness location within the vehicle. • As built wiring information Air System: <ul style="list-style-type: none"> - Complete air system schematics for the vehicle. - Diagrams of the vehicle showing the air tubing routing within the vehicle. <p>Schematics for each system of the vehicle shall be provided with hyperlinks to the tanks and valves and to the vehicle drawings for exact location within the vehicle.</p>	
FIRE APPARATUS SAFETY GUIDE	<p>Pursuant to NFPA 1901, 40.20.2.3 (20) one (1)(1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide shall be supplied with the apparatus.</p>	
PUMP TECHNOLOGY	<p>The pump module must employ the most current Technology. The design of the pump module manufactured shall be compact in size; massive in performance.</p> <p>Each component in the module must undergo a selection and placement analysis staff engineers. Utilizing advanced 3D software, the engineer's goals must provide component placements for ergonomics with a completed module that produces maximum water flow with optimum versatility. Only after the complete analysis and build of the module in the computer can the build of the hardware in the shop begin.</p> <p>Pump module design beginning with a foundation; cage framework assemblies that are precision manufactured from strong corrosion free heavy wall stainless steel tubing. This framework mounts to the truck frame through a mounting design complimented with iso-mount elastomer cushions. The result shall be a mounting system that allows for the twisting movement of the truck frame without undue stress loading of the pump module.</p> <p>Next assembled shall be the stainless side panels. Brushed, mirror polished or power coated the stainless steel side panels provide strength and durability. Precise engineering allows each panel to be laser machined before assembly; instead of drilling holes technicians shall spend their time on assembly techniques that provide installations that breeze through strict quality assurance.</p> <p>A thorough review of the valve control placements on a control module shall result in a neat and orderly layout.</p>	

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<p style="text-align: center;">PUMP TECHNOLOGY Cont'd</p>	<p>When opening the access door on the side of the control module, the horizontal control rods shall appear neat and orderly. The appearance is only a portion of the requirement.</p> <p>The gauge panel door shall be an expansive double wall stainless door supported by a 3/8 inch diameter hinge pin. The double wall door provides unsurpassed strength and gauge protection while thwarting the casual attempt of tinkering. Authorized servicing of the components within the door is simplified with a bolt on access panel.</p> <p>Inside the access door; there shall have a clean and well-built appearance. Stainless steel piping, stainless steel panels, and a stainless steel framework all to provide years of trouble free service. Pipe threads are not allowed on plumbing larger than 1-1/2 inch in diameter. The pump module design shall employ Victaulic coupling connections in the pump module to save time when servicing a component. Installation of components without the use of pipe threads allows for "drop-out" maintenance of critical components without disassembly of entire piping systems. Drop in valves and manifolds with Victaulic couplings are only the start of the serviceability designed into this pump module.</p> <p>Apparatus taking exception to any portion of this requirement will not be acceptable</p>	
<p style="text-align: center;">PUMP COMPARTMENT</p>	<p>The pump compartment shall be separate from the hose body and compartments so that each may flex independently of the other. It shall be a fabricated assembly of stainless steel tubing, angles and channels, which does not support the fire pump and or running boards. The pump compartment shall be mounted onto the chassis through rubber biscuits in a four point pattern to allow for a chassis frame twist.</p> <p>Pump compartment, pump, plumbing and gauge panels shall be removable from the chassis in a single assembly and shall be no wider than 47".</p> <p>The pump compartment shall be a modular design. A stainless steel framework shall provide the support for the mounting of the pump lower panels. Stainless steel structure shall be provided as a support behind all control push-pull handles enabling a firm foundation for operation of the valve control.</p>	

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PUMP COMPARTMENT Cont'd	An upper framework shall encompass the cross-lay hose bed and walk way area for operation of the deck gun. The floor of this section shall be a bolt-on design to provide access for major repairs and or service	
RUNNING BOARDS	<p>The running boards shall be separate from the hose body, compartments, and pump compartment so that each may flex independently of the other and to allow water to flow freely away from the running board area. Separation of the running boards and support structure from the hose body, compartments and pump compartment is desired to provide field service of the running board without major repairs to the pump compartment in the event of an accident.</p> <p>The steel running board supports shall be bolted directly to the chassis frame rails to provide proper support. The running board step surface shall be covered in Laser Grip stainless steel meeting the current revision of NFPA 1901 for step requirements.</p>	
DUNNAGE COMPARTMENT OVER PUMP	There shall be a dunnage compartment furnished on top of the pump module. The floor shall be bolted in place and removable for access to the fire pump components for major service.	
DUNNAGE COMPARTMENT GRABRAILS	Two (2) bright anodized extruded aluminum grab rails shall be provided, one (1) each side of the pump house on the side of the dunnage compartment just below the top edge mounted horizontal to provide easy access to the dunnage compartment. Molded rubber gaskets shall be installed under the grab handles to protect the surface of the compartment.	
PUMP COMPARTMENT WORK LIGHT	The pump compartment shall have one (1) white LED strip light across the pump panel to provide illumination of the pump compartment. The light strip shall be mounted transverse at the rear of the pump module with the light directed to the front. The light shall have a weather resistant, toggle style on/off switch located inside the pump compartment adjacent to the door hinge area. The power for the pump module light shall be switched thru the battery master switch.	
REMOVABLE FRONT PUMP COMPARTMENT PANEL	A removable brushed stainless steel panel shall be provided on the front of the pump module. The panel shall be held in place by two D-ring latches at the top of the panel.	

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PUMP SERVICE ACCESS REQUIREMENTS	It is the opinion that service access to the pump, valves, gauges and controls are of the utmost importance. Special consideration shall be taken when evaluating the pump module design. Pump panels that offer little to no access without the use of tools shall not be considered compliant with this requirement.	
PUMP CONTROL PANELS	<p>All pump controls and gauges shall be located at the left (street) side of the apparatus and properly identified. The layout of the pump control panel shall be ergonomically efficient and systematically organized. The pump operator's panel shall be removable in two (2) main sections for ease of maintenance. The pump and gauge panels shall be constructed of 12-gauge stainless steel. The gauge panel shall contain a panel for mounting of all instruments, engine monitoring system, and pressure control system.</p> <p>The gauge panel shall be a double panel door design to protect in the enclosed door all gauge tubing, switch, and control wiring. The gauge panel exterior shall be made of 12-gauge stainless steel. The inner pan shall bolt onto the stainless exterior panel. There shall be an access panel in the inner panel easily removable for control or gauge service or replacement.</p> <p>The gauge panel door shall be designed as an opening pump house service door on the street (left) side of the pump house. This gauge panel door shall provide an opening minimum size of 41 inches wide by 14 inches in height.</p> <p>The lower section of the panel shall contain all inlets, outlets, and drains. All push-pull valve controls shall have quarter turn locking control rods with chrome plated zinc tee handles. Guides for the push-pull control rods shall be chrome plated zinc castings securely mounted to the pump panel. Push-pull valve controls shall be capable of locking in any position.</p> <p>The control rods shall pull straight out of the panel and shall be equipped with universal joints to eliminate binding. There shall be an opening pump house service door on the curb (right) side of the pump house. This door shall provide an opening minimum size of 41 inches wide by 14 inches in height.</p>	

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PUMP PANEL IDENTIFICATION TAGS	The identification tag for each valve shall be recessed in the face of the control handle. All discharges shall have color-coded metal identification tags, with each discharge having its own unique color scheme. Color-coding shall include the labeling of the outlet and the drain for each corresponding discharge.	
PUMP PANEL FINISH	All stainless panels used in the construction of the pump house shall have a brushed finish.	
CONTROLS AND GAUGES	The following shall be provided on the pump and gauge panels in a neat and orderly fashion. The gauge panel shall include the following: Pump Boss (or equivalent) Governor and 4-1/2" Master Gauges	
PRESSURE GOVERNOR AND MONITORING DISPLAY	<p>Fire Research PumpBoss (or equivalent) pressure governor and monitoring display kit shall be installed. The kit shall include a control module, pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 6 3/4" high by 4 5/8" wide by 1 3/4" deep. Inputs for monitored information shall be from a J1939 data bus or independent sensors. Outputs for engine control shall be on the J1939 data bus or engine specific wiring.</p> <p>The following continuous displays shall be provided:</p> <ul style="list-style-type: none"> • CHECK ENGINE and STOP ENGINE warning LEDs • ENGINE RPM; shown with four daylight bright LED digits more than 1/2" high, • ENGINE OIL PRESSURE; shown on an LED bar graph display in 10 psi increments • ENGINE TEMPERATURE; shown on an LED bar graph display in 10 degree increments • BATTERY VOLTAGE; shown on an LED bar graph display in 0.5 volt increments • PSI / RPM setting; shown on a dot matrix message display PSI and RPM mode LEDs • THROTTLE READY LED. <p>A dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator.</p> <p>The program shall store the accumulated operating hours for the pump and engine, previous incident hours, and current incident hours in a non-volatile memory. Stored elapsed hours shall be displayed at the push of a button.</p>	

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<p style="text-align: center;">PRESSURE GOVERNOR AND MONITORING DISPLAY <i>Cont'd</i></p>	<p>It shall monitor inputs and support audible and visual warning alarms for the following conditions:</p> <ul style="list-style-type: none"> • High Engine RPM • High Transmission Temperature • Low Battery Voltage (Engine Off) • Low Battery Voltage (Engine Running) • High Battery Voltage • Low Engine Oil Pressure • High Engine Coolant Temperature <p>The governor shall operate in two control modes, PRESSURE and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A control knob that uses optical technology shall adjust pressure or RPM settings. It shall be 2" in diameter with no mechanical stops, a serrated grip, and have a red idle push button in the center.</p> <p>A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle</p>	
<p style="text-align: center;">PRESSURE GOVERNOR and MONITORING DISPLAY ALARM</p>	<p>Fire Research PumpBoss Z1(or equivalent) option for an audible alarm buzzer shall be installed. The buzzer shall sound when a signal from the PumpBoss activates it.</p>	
<p style="text-align: center;">MASTER GAUGES</p>	<p>The pump master vacuum and pressure gauges shall be 4-1/2" in diameter with white dial face gauges with black lettering and markings.</p> <p>The master vacuum gauge shall be a compound style gauge with a vacuum/pressure range of -30" - 0 - 400 psig with the dial face of the gauge labeled in black INTAKE.</p> <p>The master pressure gauge shall be provided with a range of 0-400 psig and the dial face of the gauge labeled in black DISCHARGE.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
MASTER GAUGES <i>Cont'd</i>	<p>The gauges shall be fluid filled with pulse and vibration dampening "Interlube" to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to -40 degrees F/C. The cases shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. The gauge accuracy for the gauge shall be plus or minus 1% of full scale per ANSI B40.1, Grade 1A.</p> <p>To prevent internal freezing and to keep contaminants from entering the gauge, the stem and bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage</p>	
BACKLIT GAUGE FEATURE	Each line pressure gauge shall be equipped with a replaceable bulb for backlighting. The gauge backlighting shall be wired to occur when the pump panel lighthouse lights are illuminated.	
MASTER GAUGE TEST PORTS	Adjacent to each gauge there shall be a pressure tap to provide simultaneous reading of the vacuum and pressure exerted on the individual gauge.	
PRESSURE GAUGES	<p>Each line pressure gauge shall be mounted immediately above the control for the corresponding valve. The individual line <i>pressure</i> gauges for the discharges shall be 2-1/2" in diameter with white dial face gauges with black lettering and markings. The gauges shall be a compound style gauge with a vacuum/pressure range of 0 - 400 psig.</p> <p>The gauges shall be fluid filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to -40 degrees C/F. The cases shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. The gauge accuracy for the gauge shall be plus or minus 2% mid-scale, plus or minus 3% balance, per ANSI B40.1, Grade 1A</p> <p>To prevent internal freezing and to keep contaminants from entering the gauge, the stem and bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem.</p>	

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PRESSURE GAUGES <i>Cont'd</i>	A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. All line pressure gauges shall be mounted adjacent to the corresponding discharge control tee handles	
LED GUAGE LIGHTING	The 2-1/2" pressure gauges shall be equipped with LED back lighting.	
PUMP PANEL LIGHTING	The pump operator's panel shall be supplied with a LED light system. LED strip lights with a stainless steel hood shall be mounted across the top of the pump panel gauges and controls. LED strip lights with a stainless steel hood shall be provided on each side of the pump module above the side panels. All pump module lighting shall illuminate when the parking brake is engaged. There shall be a white/red color selector switch in the cab that controls the color of this lighting.	
DRAIN DISCHARGES	The 3/4 inch drain valves shall be equipped with 90-degree fittings to direct the discharge water beneath the pump module away from the pump operator's panel.	
AIR HORN ACTIVATION SWITCH	A switch shall be located on the pump panel to activate the chassis air horn. The switch shall be a momentary pushbutton type switch with a red cover. The switch shall be supplied with the proper identification label.	
WATER TANK INDICATOR	Fire Research TankVision model WLA300-A00 (or equivalent) tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive blue label. The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a data link to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.	

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WATER TANK INDICATOR <i>Cont'd</i>	The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.	
PUMP CONSTRUCTION AND ASSEMBLY	<p>Fire pump <u>may</u> incorporate high strength involute toothform Morse HV chain drive transmission. With the intent of achieving quiet operation at high shaft speeds, and improved power transmitting capabilities. Pump transmissions utilizing spur or helical drive gears which create high noise levels at elevated speeds and only permit minimal tooth to tooth engagement are not preferred.</p> <p>The shift engagement shall be accomplished by a free-sliding collar and shall incorporate an internal locking mechanism to insure that collar will be maintained in ROAD or PUMP operation. Suction intake arms shall be provided with removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.</p> <p>The main pump body shall be horizontally split and shall be in two (2) sections for easy removal of the entire impeller assembly including wear rings, without disturbing setting of the pump on the chassis. Pump case halves shall be bolted together on a single horizontal plane using a single gasket.</p> <p>The pump body is to be of close grain gray iron with all moving parts which come into contact with water to be of bronze or stainless steel. The pump must be tested by the pump manufacturer for 10 minutes hydrostatically at a pressure of 500 psig. Certification by the pump manufacturer must be provided.</p> <p>The pump shall be provided with a plate giving the rated flow at "capacity" and "pressure" test pressures, together with the RPM of the engine at those pressures and deliveries and mounted in clear view of the pump operator's panel. Data plate shall include model and serial numbers of the pump body and chain transmission, hydro and discharge test pressures, and the date of pump and transmission manufacture</p>	

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PUMP RATING AND TEST REQUIREMENTS	<p>The centrifugal type fire pump may be a Waterous model CX (or equivalent) midship mounted with a rated capacity of 1500 GPM. The pump shall meet NFPA 1901 requirements. The fire pump shall be midship mounted, single stage centrifugal type. In addition to meeting NFPA 1901 requirements, it shall be constructed and mounted in accordance with the following specifications. At time of delivery the pump shall be tested and rated as follows:</p> <ul style="list-style-type: none"> • 100% of rated capacity at 150 pounds net pressure • 70% of rated capacity at 200 pounds net pressure • 50% of rated capacity at 250 pounds net pressure • 100% of rated capacity at 165 pounds net pressure <p>The impeller shaft shall be of a "separable" design to allow true separation of the transmission from the pump without disassembly or disturbing either component. Fire pumps requiring disassembly of pump body and transmission to service either component are not acceptable.</p>	
ALTITUDE REQUIREMENTS	The apparatus shall be designed to meet the specified rating at 0 to 2000' altitude.	
OILESS PRIMER	The pump may be furnished with the Waterous VPO (or equivalent) oil-less priming system.	
PNEUMATIC PUMP SHIFT	<p>The pump shift shall be air operated and shall incorporate an air double action piston to shift from road to pump and back. A manual or electric operated pump shift mechanism is not acceptable. The pump shift switch shall be mounted in the cab and identified as "AIR PUMP SHIFT" and include instructions permanently inscribed on the pump shift switch plate. The in-cab operating valve uses a spring loaded locking collar to prevent it from accidentally being moved.</p> <p>The pump shift control assembly shall incorporate an indicating light system, which will notify the operator when the shift has been completed to PUMP and when the chassis transmission is in correct pumping gear. The switch that activates the lights must be mounted on the pump transmission and positioned so that the pump shift arm activates the switch only when the shift arm has completed its full travel into PUMP position. An additional indicator light shall be provided adjacent to the throttle control at the pump operator's panel to indicate a completion of the pump shift.</p>	

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MECHANICAL SEAL	The fire pump shall be provided with a mechanical pump seal. One (1) only required on the suction, inboard, side of the pump. The mechanical seal shall be two inches in diameter and shall be spring loaded, maintenance free and self-adjusting. Mechanical seal construction shall be a carbon sealing ring, stainless steel coil spring, Viton rubber boot, and a tungsten carbide seat with Teflon backup seal	
ANODE SYSTEM	To reduce the effect of galvanic action the pump shall be equipped with two alloy (2) anodes. One anode is to be installed on the inlet (suction) side of the system and one anode is to be installed on the pressure (outlet) side of the system. The anode brass cap is to be drilled with a 1/8" diameter hole to provide an indicator when the anode alloy element is to be replaced.	
THERMAL PROTECTION	The pump shall be equipped with a TRV-L, thermal protection device, which monitors the water temperature of the pump and relieves water when the temperature inside the pump exceeds the preset value of the relief valve (120 degrees F / 49 degrees C). The TRV shall automatically dump a controlled amount of water to the atmosphere when the pump water temperature exceeds the preset value. The valve shall automatically close when the water temperature cools to below the preset value. An aluminum composite panel placard with a visual warning lamp and test button shall be provided on the operator's panel. The warning light shall illuminate when the Thermal Relief Valve is open and discharging water	
SUCTION PRESSURE RELIEF VALVE	Task Force Tips model #A1820 (or equivalent) pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI in 90, 125, 150, 200, 250, 300 PSI increments. For corrosion resistance the cast aluminum valve shall be hardcoat anodized with a powder coat interior and exterior finish. The valve shall be configured for either a Waterous or Hale pump, and have a 2" male NPT threaded discharge outlet. The unit shall be covered by a five-year warranty.	

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SUCTION PRESSURE RELIEF VALVE <i>Cont'd</i>	The discharge side of the intake relief valve shall be plumbed to the right side below the running boards, away from but, visible to the pump operator, and shall terminate with an unthreaded pipe. The adjustment control shall be located behind the street side pump panel.	
MASTER DRAIN	The apparatus shall be equipped with a Class 1 (or equivalent) Manual Master Pump Drain for draining of the lower pump cavities, volute and selected water-carrying lines and accessories. The all brass and stainless steel construction allows for operation up to 600 psi.	
PUMP CERTIFICATION TEST	The pump shall undergo pump test with line and/or low voltage requirements of NFPA 1901 prior to delivery of the completed apparatus. The certificate shall be furnished with the apparatus on delivery.	
FIRE PUMP WARRANTY	The fire pump shall carry the manufacturer's warranty covering defective parts and workmanship. A copy of the pump manufacturer's warranty policy shall be provided with the completed apparatus.	
ELECTRONIC PUMP MANUALS	Two (2) sets of electronic fire pump service and operation manuals shall be provided with the completed apparatus.	
LEFT SIDE STEAMER INLET	There shall be one (1) steamer inlet furnished on the left side pump panel. The suction inlet shall have 6" NH thread. The suction inlet shall have a removable strainer provided inside the external inlet.	
LARGE DIAMETER CAP	A six (6) inch chrome plated cap with long handles shall be supplied. The cap shall be capable of withstanding 500 PSI and be trimmed with the apparatus manufacturer's logo in the center of the cap.	
RIGHT SIDE STEAMER INLET	There shall be one (1) steamer inlet furnished on the right side pump panel. The suction inlet shall have 6" NH thread. The suction inlet shall have a removable strainer provided inside the external inlet.	
LARGE DIAMETER CAP	A six (6) inch chrome plated cap with long handles shall be supplied. The cap shall be capable of withstanding 500 PSI and be trimmed with the apparatus manufacturer's logo in the center of the cap.	
INTAKE PIPING	The intake piping to the pump shall be constructed of schedule 40 stainless steel.	

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LEFT SIDE INTAKE	<p>There shall be an intake located on the left (street) side rear of the pump and shall contain:</p> <p>A 2-1/2" intake shall be provided. The inlet shall have a 2-1/2" quarter-turn swing-out valve. The inlet shall be provided with a 2-1/2" CSA female swivel that extends through the pump panel.</p> <p>The inlet valve shall have a push-pull type control handle located adjacent to the valve.</p> <p>One (1) 2-1/2" chrome plated rocker lug plug with chain shall be supplied.</p>	
LEFT SIDE DISCHARGE #1	<p>The forward discharge on the left (street) side of the pump panel shall contain:</p> <p>A 2-1/2" discharge shall be provided. The discharge outlet shall have a 2-1/2" quarter-turn swing-out valve.</p> <p>The discharge shall be provided with chrome plated 30-degree discharge elbow with 2-1/2" CSA male threads that extends through the pump panel</p>	
DISCHARGE CAP	One (1) chrome plated, Class 1, 2-1/2" rocker lug cap with lug vent and chain shall be furnished.	
LEFT SIDE DISCHARGE #2	<p>The second from the forward discharge on the left (street) side of the pump panel shall contain:</p> <p>A 2-1/2" discharge shall be provided. The discharge outlet shall have a 2-1/2" quarter-turn swing-out valve.</p> <p>The discharge shall be provided with chrome plated 30-degree discharge elbow with 2-1/2" CSA male threads that extends through the pump panel</p>	
DISCHARGE CAP	One (1) chrome plated, Class 1, 2-1/2" rocker lug cap with lug vent and chain shall be furnished.	
RIGHT SIDE DISCHARGE #3	<p>The forward discharge on the right (curb) side of the pump panel shall contain:</p> <p>A 2-1/2" discharge shall be provided. The discharge outlet shall have a 2-1/2" quarter-turn swing-out valve.</p> <p>The discharge shall be provided with chrome plated 30-degree discharge elbow with 2-1/2" CSA male threads that extends through the pump panel.</p>	
DISCHARGE CAP	One (1) chrome plated, Class 1, 2-1/2" rocker lug cap with lug vent and chain shall be furnished.	

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RIGHT SIDE DISCHARGE #4	<p>The second from the forward discharge on the right (curb) side of the pump panel shall contain:</p> <p>A 3" discharge shall be provided. The discharge outlet shall have a 3" quarter-turn swing-out valve.</p> <p>The discharge shall be provided with chrome plated 30-degree discharge elbow with 3" NST male threads that extends through the pump panel</p>	
DISCHARGE CAP	One (1) chrome plated, Class 1, 3" rocker lug cap with lug vent and chain shall be furnished.	
DISCHARGE MANIFOLD	The pump shall have a stainless steel discharge manifold assembly.	
REAR PRECONNECT - RIGHT SIDE	There shall be one (1) 2-1/2" discharge outlet located on the passenger side rear of the body below the hose bed. The discharge outlet shall be plumbed with 2-1/2" ID, Schedule 40 stainless steel pipe and high pressure hose and have a 2-1/2" quarter-turn, swing out valve with control on the pump operator's panel. There shall be a chrome plated 2-1/2" NST adapter that extends through the rear of the body. The discharge shall be provided with a chrome plated 30-degree discharge elbow	
TANK REAR INTAKE/DISCHARGE SLEEVE	The water tank shall be provided with one (1) 4" sleeve from the front of the tank to the rear of the tank. The sleeve shall provide access for either rear intake or rear discharge piping.	
DISCHARGE CAP	One (1) chrome plated, Class 1, 2-1/2" rocker lug cap with lug vent and chain shall be furnished.	
DELUGE RISER	A 3" diameter deluge riser shall be installed above the pump. The deluge outlet shall be plumbed with a 3" quarter-turn, swing out valve and 3" ID, Schedule 40 stainless steel piping. Deluge outlet shall have control on pump operator's panel.	
DRAIN VALVE	A 1/4 turn drain valve shall be installed. The valve shall be brass with 3/4" NPT female inlet and outlet thread.	
EXTEND-A-GUN	A TFT model XG18VL-XL, 18" "Extend-A-Gun" unit and mounting kit shall be provided and installed on the deck gun discharge to elevate the deck gun 18" above the travel position. A sensor shall be provided and wired to a warning light in the cab to warn if the extend-a-gun is not stowed when the parking brake is released	
DECK GUN CONTROL - MANUAL VALVE	The 3" discharge outlet shall have a 3" slow close quarter-turn swing out valve. The discharge shall be plumbed with 3" Schedule 40 stainless steel piping with 3" NPT male thread. Control of outlet shall be accomplished using a manual, locking control on pump operator's panel	

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PUMP DUNNAGE AREA DIMENSIONS	The area behind of the crosslays shall be the dunnage area of the pump house. This area is where the deckgun riser if so equipped protrudes above the pump module. This area shall be enclosed with approximate dimensions of 68" wide x 19" deep x 22.25" front to back	
TRIPLE CROSSLAY HOSEBED	The crosslays shall be arranged on top of the pump module with the #1 crosslay toward the front of the pump house and the #2 crosslay in the center and #3 immediately behind #2.	
#1 CROSSLAY	<p>The #1 crosslay shall be equipped with a 1-1/2" male NPSH outlet. The crosslay shall be plumbed with 2" Schedule 40 stainless steel high pressure pipe. A 2" quarter turn ball valve shall be used to control water flow. The outlet shall be equipped with a 2" polished stainless steel 90 degree swivel with 1-1/2" male NPSH thread located in the hosebed.</p> <p>This crosslay bed shall be capable of carrying a minimum of two hundred feet (200') of 1-3/4" double jacketed hose. The crosslay hosebed shall have inside dimensions of 4-1/4" wide x 19" tall x 72" wide.</p> <p>The crosslay valve control shall be mounted on the operator's panel</p>	
DRAIN VALVE	A 1/4 turn drain valve shall be installed. The valve shall be brass with 3/4" NPT female inlet and outlet thread.	
CROSSLAY DIVIDER	A crosslay divider shall be provided between the #1 and #2 crosslay. The divider shall be constructed from 1/4" thick abraded aluminum plate mounted on a base T-extrusion that provides lower support the length of the divider. There shall be a hand hole on each side of the divider to assist the firefighter	
#2 CROSSLAY	<p>The #2 crosslay shall be equipped with a 2-1/2" male CSA outlet. The crosslay shall be plumbed with 2-1/2" Schedule 40 stainless steel high pressure pipe. A 2-1/2" quarter turn ball valve shall be used to control water flow. The outlet shall be equipped with a 2-1/2" polished stainless steel 90 degree swivel with 2-1/2" male CSA thread located in the hosebed.</p> <p>This crosslay bed shall be capable of carrying a minimum of two hundred feet (200') of 2-1/2" double jacketed hose. The crosslay hosebed shall have inside dimensions of 9-3/4" wide x 19" tall x 72" wide.</p> <p>The crosslay valve control shall be mounted on the operator's panel.</p>	

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DRAIN VALVE	A 1/4 turn drain valve shall be installed. The valve shall be brass with 3/4" NPT female inlet and outlet thread.	
CROSSLAY DIVIDER	A crosslay divider shall be provided between the #2 and #3 crosslay. The divider shall be constructed from 1/4" thick abraded aluminum plate mounted on a base T-extrusion that provides lower support the length of the divider. There shall be a hand hole on each side of the divider to assist the firefighter	
#3 CROSSLAY	<p>The #3 crosslay shall be equipped with a 1-1/2" male NPSH outlet. The crosslay shall be plumbed with 2" Schedule 40 stainless steel high pressure pipe. A 2" quarter turn ball valve shall be used to control water flow. The outlet shall be equipped with a 2" polished stainless steel 90 degree swivel with 1-1/2" male NPSH thread located in the hosebed.</p> <p>This crosslay bed shall be capable of carrying a minimum of two hundred feet (200') of 1-3/4" double jacketed hose. The crosslay hosebed shall have inside dimensions of 4-1/4" wide x 19" tall x 72" wide.</p> <p>The crosslay valve control shall be mounted on the operator's panel.</p>	
DRAIN VALVE	A 1/4 turn drain valve shall be installed. The valve shall be brass with 3/4" NPT female inlet and outlet thread.	
CROSSLAY HOSE GUIDES	Brushed stainless steel hose guides shall be provided on the left and right side of the crosslays.	
CROSSLAY HOSEBED COVER	A vinyl coated nylon hosebed cover shall be provided over the crosslay hosebeds. The vinyl crosslay cover shall be Midnight Black in color	
BALL VALVES	All discharge ball valves shall be heavy duty swing out valve with stainless steel ball unless specified otherwise.	
TANK TO PUMP	<p>The tank to pump piping shall be capable of delivering water to the pump at a rate of five hundred (500) gallons per minute. This flow shall be sustained while pumping to a minimum of 80% of the certified tank capacity with the apparatus on level ground.</p> <p>The tank to pump line shall run from the pump to the front face of the water tank and down into the tank sump. A rubber coupling shall be included in this line to prevent damage from vibration or chassis flexing. The tank to pump line shall be 3" I.D. piping with a 3" ball valve</p>	

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TANK REFILL	A 1-1/2" tank refill line shall be provided using a quarter-turn full flow ball valve controlled from the pump operator's panel with a manual locking handle. The tank refill shall be plumbed with high pressure flexible piping and high pressure flexible piping stainless steel couplings.	
HEAT EXCHANGER DISCHARGE	A gated discharge line shall be installed to provide water from the fire pump to the chassis supplied heat exchanger to assist in engine cooling during pumping operations. The heat exchanger line shall be controlled at the pump operator's panel with a Class 1 valve.	
WATER TANK CONSTRUCTION	<p>The tank shall have a rated capacity in U.S. gallons, complete with lifetime warranty. The tank manufacturer shall mark the tank and furnish notice that indicates proof of warranty. The purpose of the notice is to inform department personnel who store or use the tank that the unit is under warranty.</p> <p>The tank shall be constructed of 1/2" thick Polyprene & Mac226 sheet stock. This material shall be non-corrosive stress relieved thermoplastic, white in color and UV stabilized for maximum protection. The tank shall be of a special configuration and is so designed to be completely independent of the body and compartments. All exterior tank joints and seems shall be extrusion welded and/or contain the Bent Edge™ and tested for maximum strength and integrity. The top of the tank is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.</p> <p>The transverse and longitudinal swash partitions shall be manufactured of Polyprene & Mac226 material. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow and meet NFPA rules. All swash partitions interlock with one another and are welded to each other as well as to the walls and floor of the tank</p>	
TANK SUMP AND CONNECTIONS	There shall be one (1) sump standard per tank. The sump shall be constructed of white Polyprene & Mac226 and be located in the left front corner of the tank, unless specified otherwise. On all tanks that require a front suction, a schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. The sump shall have a minimum 3" FNPT threaded outlet on the bottom for a drain plug. This shall be used as a combination clean out and drain.	

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TANK SUMP AND CONNECTIONS <i>Cont'd</i>	<p>All tanks shall have an anti-swirl plate located above the dip tube.</p> <p>There will be two (2) standard tank outlets: one for tank to sump suction line, and one for a tank fill line. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and be capable of withstanding sustained fill rates of up to 1,000 GPM. The addition of rear suction fittings, nurse valve fittings, dump valve fittings, and through tank sleeves to accommodate rear discharge piping must be specified. All auxiliary outlets and inlets must meet N.F.P.A. 1900 guidelines in effect at the time of manufacture.</p>	
TANK MOUNTING	<p>A tank mounting cradle shall be supplied. The tank mounting cradle shall consist of a minimum of seven (7) crossmembers and two (2) full tank length longitudinal members. The tank shall rest on the tank mounting subframe, and shall be insulated from the sub-frame with a 2-1/2" wide rubber insulator. The tank shall sit cradle-mounted using four (4) corner angles of 8" x 8" x 4" x .250" welded directly to the tank sub-frame. The angles shall keep the tank from shifting left to right or front to rear. The tank is designed on the free-floating suspension principal and shall not require the use of hold downs. The tank shall be completely removable without disturbing or dismantling the apparatus body structure. The hosebed cross-braces shall act as water tank retainers. The water tank cradle shall be designed to be completely independent of the apparatus body to eliminate torsional stress loading in the body. No exception will be permitted to the tank mounting requirements.</p> <p>The tank cradle shall be hot dip galvanized for corrosion resistance</p>	
20 YEAR TANK CRADLE CORROSION WARRANTY	<p>The tank cradle shall have a warranty covering structural failure due to corrosion perforation. This warranty shall be in effect for 20 years after delivery of the apparatus to the end user.</p>	
WATER TANK WARRANTY	<p>The water tank is to be free from defects in material and workmanship for the normal service life of the apparatus in which the water tank is installed.</p> <p>If a tank has a defect in material or workmanship covered by the warranty, the tank manufacturer shall repair at their cost, by authorized personnel or authorized third parties.</p>	

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WATER TANK WARRANTY <i>Cont'd</i>	<p>The tank manufacturer shall make an effort to effectuate repair within 48 hours following initial notification of a covered defect. The tank manufacturer shall make a reasonable effort to repair tank at most convenient location to end user.</p> <p>The tank manufacturer shall reimburse all reasonable costs associated with rendering the tank accessible for repair, including, but not limited to, removal and reassembly of the hose bed floor.</p>	
PURCHASE INTENT	<p>The apparatus being purchased is expected to have a 20-25 year service life. Based on this requirement, the department is extremely concerned that the apparatus remains structurally sound and the outward appearance remains in a “like new” condition, with minimal maintenance and upkeep, throughout the intended service life.</p> <p>Aluminum apparatus bodies and differing construction designs will be reviewed and considered ONLY if the builder / manufacture provides in the respondent specifications adequate proof that procedures and materials employed in the design prevent corrosion over the intended service life. Burden of proof is on the bidder and final determination of acceptability will be solely determined by the department.</p> <p>The entire body design shall be of a laser machined, bolted design to allow for ease of removal for repair or replacement, without cutting welds</p>	
APPARATUS BODY DESIGN AND CONSTRUCTION	<p>The apparatus body shall be built of long life corrosion resistant materials and shall be designed exclusively for Fire Service use. The overall body width shall be 100 inches wide and shall be constructed in accordance with current NFPA requirements. All metal work shall be free of sharp edges, objects or corners. No exceptions are allowed to this requirement.</p> <p>The body design shall be fully tested with proven engineering and test techniques such as finite element analysis, stress coating, and strain gauging. Engineering and test techniques shall have been performed with special attention given to fatigue life and structural integrity of compartments and body support system.</p>	

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APPARATUS BODY DESIGN AND CONSTRUCTION <i>Cont'd</i>	<p>The apparatus body shall be designed with the use of parametric modeling engineering software to ensure proper design of panel cuts and alignment of holes in mating parts. The entire apparatus body shall be a precision laser machined, bolted construction, properly reinforced with integral flanges eliminating the need for additional structural shapes. Hose body fabrications shall be free of all internal projections which might injure personnel or fire hose.</p> <p>The pump module is to be completely separate from the main body to prevent damage due to flexing.</p>	
MODULAR BODY REQUIREMENTS	<p>The body shall be completely modular in design allowing transfer of body components to a new chassis in the event of an accident or wear. Body components shall be removable from chassis without cutting or bending. The modular design shall also facilitate ease of repair or replacement of major or minor body parts. The mounting of the apparatus body shall be separate and distinct from the water tank mounting and the pump module mounting.</p> <p>All body panels are to be laser machined on a CAM controlled laser to ensure accuracy (+/- .010"). This shall greatly enhance assembly and matching of repair parts. The body compartment floors, rear walls and roof areas shall be constructed of 12-gauge austenitic stainless steel. The vertical front and rear walls are designed with 14-gauge stainless steel. These front and rear walls are designed as a structural beam with the inclusion of the design encompassing a front and rear design that allows for installation of telescoping lights.</p> <p>Interior and unexposed stainless steel panels shall be #4B finish to eliminate the need for high maintenance painted surfaces in the compartments. All exterior stainless steel panels shall have #4B finish.</p> <p>The entire body shall be fabricated using precision holding fixtures to ensure accurate dimensions. Body front and rear vertical flanges shall be triple broken, providing a mounting area for rear hand rails. Major body components shall consist of right and left body sides, and rear facing compartments.</p> <p>The front and rear vertical corners of the apparatus body shall be recessed to provide a mounting area for vertical hand rails and telescoping light poles.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
MODULAR BODY REQUIREMENTS <i>Cont'd</i>	Two (2) handrails shall be provided at the left and right sides of the apparatus body mounted vertically. A full width handrail shall be mounted at the rear of the body below the hosebed.	
COMPARTMENT ROOF CONSTRUCTION	Each compartment top shall have a bolt in 12-gauge stainless roof section for supporting roof loads of up to 500 pounds per square foot without permanent roof deformation. The stainless roof sections shall attach the compartment rear wall and compartment vertical sides through a fastened joint creating a full perimeter compartment attachment of the stainless roof section.	
REAR FRAME EXTENSION	<p>The rear chassis frame extension system shall consist of a interwoven dual .625" thick steel drop frame extensions with a transverse 4" x 3" x .375" thick structural channel, and dual laminated .188" thick rear compartment and tailboard support tapered angles on each side of apparatus.</p> <p>The rear frame extension shall be bolted to the chassis frame utilizing Grade 8 bolts and Grade C locknuts with hardened washers. For ease in replacement of damaged components in an accident there shall be no welding of components to the chassis frame.</p> <p>Two (2) tow eyes with an eye diameter of not less than 3.5" shall be attached directly to the chassis frame extensions. The tow eyes shall be fabricated of .625" thick steel.</p>	
BODY MOUNTING SYSTEM	<p>The front body support system shall be an integral design with .250" thick steel deep section cross member across the top of the chassis frame. The deep section cross member shall be attached to the right side and the left side lower front compartment weldments with eight (8) grade 8; 3/8 inch diameter bolts on each side of the apparatus. The front cross member shall be attached to the chassis by means of an elastomer spring mounting system with limited travel.</p> <p>The lower portion of this spring mounting system shall be an integral part of the pump module frame mounting system. This design allows for maximum chassis flexing without undue stress transfer to the apparatus body.</p> <p>The right and left side rear compartments shall be attached to a stainless steel rear body support.</p>	

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BODY MOUNTING SYSTEM Cont'd	<p>The stainless steel support shall be attached to the chassis frame extensions by means of an elastomer spring mounting system to form a modular integral body support system.</p> <p>The apparatus body shall not rest upon the chassis truck rails and must be separated entirely from the steel frame of the chassis to prevent galvanic action.</p> <p>Loose fitting u-bolt body mounting systems are not acceptable due to the likeliness of the apparatus body shifting or becoming detached from the chassis upon rear end impact</p>	
COMPARTMENT INTERIOR FINISH	<p>For better interior visibility, to reflect light better, ease of maintenance and prevent the masking of poor welds and questionable workmanship the interior of the body compartments shall remain uncoated.</p>	
EXTERIOR ROOF FINISH	<p>The top of the compartments shall be brushed stainless steel. The roof shall contain 'Not a Stepping Surface' labeling.</p>	
REAR TAILBOARD	<p>A rear tailboard 12" deep shall be provided at the rear from "Laser Grip" stainless steel meeting NFPA 1901 step requirements. The tailboard shall provide protection for the side body compartments and shall provide mounting for the rear ICC marker lights. It shall be bolted to the rear support structure.</p>	
CHASSIS FRAME EXTENSIONS	<p>There shall be a rear chassis drop frame extension to provide frame support for the rear of the apparatus body. This extension is to be bolted to the truck chassis as an integral part of the truck frame assembly and is to include rear tow eyes, crossmember and tailboard reinforcement.</p> <p>The rear frame extension and rear floor body mounting pads shall be hot dip galvanized for corrosion resistance</p>	
20 YEAR TANK FRAME EXTENSION CORROSION WARRANTY	<p>The galvanized parts shall have a warranty covering structural failure due to corrosion perforation. This warranty shall be in effect for 20 years after delivery of the apparatus to the end user.</p> <p>Attachment fasteners for the frame extension to the main frame rails to the main frame crossmembers shall be ArmorGalv® plated to reduce the effect of harsh road chemicals.</p>	

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COMPARTMENT DESIGN AND CONSTRUCTION	All compartments shall be manufactured from 12-gauge stainless steel with the vertical front and rear corner walls from 14-gauge, shall be of sweep out design and shall be bolted together. Stainless recessed round head bolts and stainless aircraft style "ESNA" nuts shall be applied with proper torque rating for each fastener. This type of construction shall greatly enhance the strength and ease of parts replacement in the event of damage and future modifications. Wherever possible, body bolts shall be hidden from plain view for appearance and ease of apparatus cleaning	
COMPARTMENT VENTILATION	Each compartment shall be provided with a laser cut louver to provide adequate ventilation.	
VENT FILTRATION	There shall be filters provided for compartments L1, L3, R1 and R3. The protective louver covering the filter shall be removable to allow for filter changing. The filter shall be 100% virgin nylon fiber in an open web design that is USDA approved. The filter shall be chemically treated with Dimethyl Benzyl Ammonium Saccharinate to aid in the reduction of bacteria and fungi.	
WATER TANK CAPACITY	The water tank shall be "T" shaped, with the upper portion of the tank being wider than the base and shall have a maximum capacity of 1045 US gallons.	
TANK LID & FILL TOWER	The tank shall have a combination vent and fill tower. The fill tower shall be constructed of 1/2" thick Polyprene & Mac226 and shall be a minimum dimension of 10"x 14" outer perimeter. The tower shall be located in the center front of the tank unless otherwise specified by the purchaser. The tower shall have a 1/4" thick removable Polyprene & Mac226; screen and a Polyprene & Mac226 hinged-type cover. Inside the fill tower, there shall be a combination vent overflow pipe. The vent overflow shall be a minimum of schedule 40 pipe with a minimum ID of 4" that is designed to run through the tank, and shall be piped behind the rear axle beneath the tank. The tank cover shall be constructed of recessed 1/2" thick Polyprene & Mac226, stress relieved, UV stabilized material. A minimum of two lifting dowels shall be drilled and tapped to accommodate the lifting eyes.	
OVERFLOW AND VENT PIPE	The fill tower shall be fitted with an integral 4" ID, Schedule 40 PVC combination overflow/vent pipe running from the fill tower through the tank to a 4" coupling flush mounted into the bottom of the tank to allow water to overflow beneath the chassis.	

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BODY MODULE CAPACITIES	The total capacity of the body module exterior compartments shall be 159 cubic feet. The body shall have an overall length of 148".	
APPARATUS BODY HOSEBED	The hosebed shall be constructed in such a manner that will prevent damage to fire hose. The hosebed shall comply with the current NFPA requirements. The interior of the hosebed shall be free of projections such as nuts, sharp edges or brackets that may damage hose. The hosebed and walls shall be manufactured from stainless steel. No exceptions to this requirement are allowed. An aluminum extrusion shall be installed over the rear opening of the hosebed to protect the body from wear. The hosebed bottom shall be fitted with removable slatted, ribbed 6" heavy-duty extruded aluminum floorboards	
ADJUSTABLE HOSE BED DIVIDERS	One (1) adjustable hosebed dividers shall be provided. Each divider shall be fabricated from .250" thick smooth aluminum plate, 5052-H32 alloy. The rear end of each divider shall have a 3" radius corner and shall be sanded and deburred to prevent damage to hose. There shall be two hand hold openings provided. One (1) at the rear in a vertical position and one (1) approximately 24 inches in from the rear in a horizontal position	
HOSEBED COVER	A black vinyl hosebed cover shall be provided and designed to cover the entire main hosebed area. The cover shall be installed with "stretch cord type" fasteners along each side of the hosebed. A sand filled flap shall be incorporated into the rear edge of the cover. The hosebed cover rear flap shall have a positive locking device to meet the requirements of NFPA	
LEFT SIDE FORWARD OF WHEEL WELL	There shall be one (1) rescue style, full height, and split depth compartment ahead of the rear wheels. It shall have approximate dimensions of 48" wide x 63" high x 12" deep in the upper section and 24" deep in the lower section.	
LEFT SIDE ABOVE WHEEL WELL	There shall be one (1) high side reduced depth compartment centered over the rear wheels. It shall have approximate dimensions of 52" wide x 33" high x 12" deep.	
LEFT SIDE REAR OF WHEEL WELL	There shall be one (1) rescue style, full height, and split depth compartment behind the rear wheels. It shall have approximate dimensions of 43" wide x 63" high x 12" deep in the upper section and 24" deep in the lower section.	

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Item/Category	Requirement	Comply Yes/Alt.
ROLLUP DOOR CONSTRUCTION - LEFT SIDE	<p>All left side compartments shall be provided with Gortite (or equivalent) roll up doors. The roll up doors shall be constructed of double sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1-3/8" wide x 3/8" thick and shall be painted to match the job color. A flexible EDPM extrusion shall be provided between each slat to insure a weather tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push out clips on each end.</p> <p>Side channels for each door to ride in shall be provided with santoprene (or equivalent) seals to prevent dirt and moisture from entering the exterior compartment. A single piece top drip rail shall be provided with a santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of each door shall also be provided with a santoprene seal. All nonmetallic parts shall be glass filled nylon. The doors shall be painted to match the main job color.</p> <p>The left side door latches shall be non-locking stainless steel lift bars and shall be provided with a magnetic door ajar switch system</p>	
RIGHT SIDE FORWARD OF WHEEL WELL	There shall be one (1) rescue style, full height, and split depth compartment ahead of the rear wheels. It shall have approximate dimensions of 48" wide x 63" high x 12" deep in the upper section and 24" deep in the lower section.	
RIGHT SIDE ABOVE WHEEL WELL	There shall be one (1) high side reduced depth compartment centered over the rear wheels. It shall have approximate dimensions of 52" wide x 33" high x 12" deep.	
RIGHT SIDE REAR OF WHEEL WELL	There shall be one (1) rescue style, full height, and split depth compartment behind the rear wheels. It shall have approximate dimensions of 43" wide x 63" high x 12" deep in the upper section and 24" deep in the lower section.	
ROLLUP DOOR CONSTRUCTION - RIGHT SIDE	All right side compartments shall be provided with Gortite (or equivalent) roll up doors. The roll up doors shall be constructed of double sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1-3/8" wide x 3/8" thick and shall be painted to match the job color. A flexible EDPM extrusion shall be provided between each slat to insure a weather tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push out clips on each end.	

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ROLLUP DOOR CONSTRUCTION - RIGHT SIDE <i>Cont'd</i>	<p>Side channels for each door to ride in shall be provided with santoprene (or equivalent) seals to prevent dirt and moisture from entering the exterior compartment.</p> <p>A single piece top drip rail shall be provided with a santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of each door shall also be provided with a santoprene seal. All nonmetallic parts shall be glass filled nylon.</p> <p>The doors shall be painted to match the main job color.</p> <p>The right side door latches shall be non-locking stainless steel lift bars and shall be provided with a magnetic door ajar switch system</p>	
FENDER SIDE SKIRTS	<p>There shall be corrosion resistant fender side skirts located in the area of the rear wheels. The design of the fender sides shall be a minimal length to provide maximum compartment space in the apparatus.</p>	
FUEL FILL – SIDE BODY	<p>The fuel fill shall be located in the rear fender area on the left side of the apparatus body. The spring loaded fuel fill door shall have "Diesel Fuel" laser cut in the face of the door. There shall be a vent line from the fuel tank to beneath the fuel cap to aid in fueling of the truck.</p>	
BODY FENDERS - POLISHED	<p>The apparatus body fenders shall be made from 16 gauge polished stainless steel and shall be rolled, die stamped and fully removable. The stainless steel fenders and stainless fender liners shall be fastened with stainless bolts and ESNA nuts to the outer fender panel.</p>	
REAR AXLE MUD FLAPS	<p>Two (2) black, anti-sail, mud flaps shall be mounted behind the rear wheels.</p>	
SCBA BOTTLE COMPARTMENTS	<p>Seven (7) SCBA bottle tube compartments shall be provided, three (3) in the left side rear wheel well area and four (4) in the right side rear wheel area. Each compartment shall be constructed of gray roto molded storage compartment to provide SCBA scuff protection. A door seal shall be provided at the perimeter of the SCBA compartment. The doors shall be brushed stainless steel with a push button trigger latch.</p>	
SCBA BOTTLE RETENTION STRAP	<p>One (1) one-inch (1") wide loop of red webbing shall be installed in each SCBA compartment to prevent the bottle from sliding out of the compartment in the event the door is not latched for travel. The loop shall be mounted, centered in the compartment and shall hang within one-inch (1") of the compartment floor to allow the bottle to pass by the strap when the bottle is placed in the compartment. The strap shall loop over the valve.</p>	

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BODY RUBRAIL / LIGHTING SYSTEM	<p>The apparatus body shall have a bolt on extruded, bright anodized aluminum rub rail affixed to the side beneath each door area. Each rub rail shall be attached to the apparatus body with stand-off spacers made from 1" diameter UHMW Polyethylene bar stock.</p> <p>The rubrail shall be designed with an integral white LED strip light. The white LED shall be downward facing and activated with the ground light circuit.</p> <p>The rubrail design shall also include a red LED strip light. The red LED strip light shall face outward and activate as a red flashing warning light when the warning lights are active</p>	
STAINLESS STEEL APPARATUS BODY PAINTED	<p>The following apparatus body components shall be painted job color. The rear wheel fender panels.</p> <p>The exterior surface of the hosebed side walls / coffin compartment. The exterior surface of the hosebed / coffin compartment front wall</p>	
APPARATUS COMPARTMENT LIGHTING	<p>Two (2) LED, armor protected, strip lights shall be provided one (1) each side of the compartment at the door frame for each body compartment. Each body door shall have an automatic compartment light switch. There shall be a white/red color selector switch in the cab that controls the color of this lighting. Rear - Center - RR1 Half Height - 63" 69" 73" HB</p>	
REAR COMPARTMENT DIMENSIONS	<p>There shall be one (1) half height compartment at the rear of the body. It shall have approximate dimensions of 48" wide x 29" high x 22" deep.</p>	
ROLLUP DOOR CONSTRUCTION - REAR	<p>The rear compartment shall be provided with a Gortite (or equivalent) Side channels for each door to ride in shall be provided with santoprene (or equivalent) seals to prevent dirt and moisture from entering the exterior compartment. Roll up door that shall be constructed of double sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1-3/8" wide x 3/8" thick with satin anodized finishing. A flexible EDPM extrusion shall be provided between each slat to insure a weather tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push out clips on each end.</p> <p>Side channels for each door to ride in shall be provided with santoprene (or equivalent) seals to prevent dirt and moisture from entering the exterior compartment.</p>	

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ROLLUP DOOR CONSTRUCTION – REAR <i>Cont'd</i>	<p>A single piece top drip rail shall be provided with a santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of the door shall also be provided with a santoprene seal.</p> <p>All nonmetallic parts shall be glass filled nylon.</p> <p>The rear door latch shall be a non-locking stainless steel lift bar and shall be provided with a magnetic door ajar switch system</p>	
SHALLOW ALUMINUM SHELVES - ADJUSTABLE	<p>Four (4) adjustable aluminum shelves shall be installed and shall have a flange 1-1/2" deep and a minimum material thickness of .190". Each shelf shall be adjustable in height and held in place by four (4) extruded uprights.</p> <p>Each adjustable shelf shall be installed in the upper portion of the compartments as follows: One (1) in each exterior compartment L1, L3, R1, R3.</p>	
ALUMINUM TRAYS - PULL OUT	<p>Five (5) heavy duty pullout trays shall be installed and shall be equipped with Grant slides and a gas shock to hold the tray in both the in and out positions and shall be made from .190" aluminum with a maximum capacity of 250 pounds.</p> <p>Each heavy duty pullout tray shall be installed as follows: One (1) in each compartment L1, L3, R1, R3, RR1.</p>	
DRI-DEK MATting - SHELVES/TRAYS	<p>The surface of five (5) aluminum shelves and/or trays shall be covered with Dri-Dek (or equivalent) mat for improved ventilation that shall also provide a non-slip surface.</p> <p>The Dri-Dek mats shall be installed in each compartment tray L1, L3, R1, R3, RR1. The Dri-Dek mat shall be black in color</p>	
ALUMINUM TOOL BOARDS	<p>The upper half of the rear wall of six (6) exterior compartments shall be covered with FoxTrax (or equivalent) aluminum extrusion tool mounting board.</p> <p>Tool mounting boards shall be installed on the upper back wall of L1, L2, L3, R1, R2, R3 compartments</p>	
REAR BODY DIAMOND GRADE CHEVRON STRIPING	<p>The rear-facing vertical surfaces of the rear taillight panels and the area below the horizontal step, visible from the rear of the apparatus, shall be equipped with six (6) inch wide diamond grade retroreflective striping in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees.</p> <p>Each stripe in the chevron shall be a single color alternating between red (3M #983-72) and florescent green (3M # 983-23).</p>	

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LADDER STORAGE TANK COMPARTMENT	<p>The water tank shall have a storage opening through the tank for ladder storage inside the apparatus body. This compartment shall extend from the rear of the tank completely through the tank to allow the ladders to extend into the pump house for storage.</p> <p>The compartment shall store one (1) 24' two-section ladder, one (1) 14' roof ladder, one (1) 10' folding ladder, up to three (3) pike poles</p>	
UPPER THRU TANK COMPARTMENT	<p>There shall be a second thru tank storage area with inside dimensions of 9 inches high x 28 inches wide x through the end of the tank. This option reduces the water tank capacity by 150 gallons.</p> <p>The multipurpose storage compartment above the ladders shall be large enough to safely store three (3) lengths of 6" suction hose or various long handled tools</p>	
HINGED DOOR LADDER STORAGE - REAR	<p>The rear through the tank compartment shall be provided with a horizontally hinged door with gas shocks and a polished stainless steel 1/4" piano hinge. The hinged compartment door shall be flush style so that the entire door fits flush against the apparatus body rear wall.</p> <p>The door shall be provided with a turn latch with a chrome "D" ring door handle with a 5-degree bend for easier grasping of the door handle with gloved hands.</p>	
LIGHTING, REAR LADDER COMPARTMENT	<p>The ladder compartment shall contain integrated LED lighting. The lighting shall be integrated into the horizontal hinge, directed toward the ladder storage. The assembly shall be illuminated by opening the ladder compartment door.</p> <p>The LED handrail lighting shall be white in color.</p>	
ROOF LADDER	<p>One (1) 14' Duo-Safety model 775-A (or equivalent), aluminum channel rail roof ladder with folding roof hooks shall be provided with the apparatus.</p>	
ATTIC LADDER	<p>One (1) 10' Duo-Safety model 585-A (or equivalent) aluminum folding attic ladder shall be provided with the apparatus.</p>	
EXTENSION LADDER	<p>One (1) 24' two-section Duo-Safety model 900A (or equivalent) solid beam, aluminum extension ladder shall be provided with the apparatus</p>	
INTERMEDIATE REAR STEP - UPPER FULL WIDTH	<p>An NFPA #1901 compliant "Laser Grip" rear step shall be located just above the rear compartment and span the width of the hosebed. It shall be no less than 8" in depth and fabricated of stainless steel.</p>	

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REAR WORK LIGHTS - LED	A recess mounted LED strip light with integral guard shall be supplied under the rear intermediate step. The lights shall be switched on when the parking brake is set and the apparatus is running with the master battery switch in the "ON" position.	
REAR HORIZONTAL HANDRAIL	There shall be a ribbed, 1-1/4" diameter, aluminum handrail with chrome plated stanchions supplied and installed at rear of the apparatus body horizontally along the rear edge of the hosebed area	
LIGHTING, REAR HANDRAIL	The horizontal handrail adjacent to the hosebed shall contain integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the hosebed. The assembly shall illuminate the same time as the ground lights.	
LED TRAFFIC ADVISOR	An LED traffic advisor shall be mounted integral to the rear horizontal grab handle, replacing the white LED in the grab handle, mounted centered high on the upper rear of the apparatus, beneath the hosebed if so equipped. The Amber signal patterns of the device shall be progressive left, progressive right, center out, and emergency "All Flash." In addition to the Amber segments the outer left and outer right of the traffic advisor shall contain a red signal segment operating in concert with the left and right turn signals and the hazard flasher of the apparatus. In the center of the traffic advisor there shall be a red segment that illuminates when the vehicle service brakes are applied. The switch control box is to be mounted in the cab allowing for easy operation by the driver and officer	
FOLDING STEPS	There shall be one (1) folding step installed on the left rear of the body in the upper position. The folding step(s) shall include an integrated LED light beneath each step. This light shall illuminate when the apparatus ground lights are activated. The bottom of the step and step mounting shall include white reflective material to aid in locating the step when the vehicle ground lights are not activated	
INTERMEDIATE REAR STEPS - LOWER LEFT SIDE	There shall be a rear corner step, on the left side, located adjacent to the rear compartment and shall be no less than 8" in depth and fabricated of "Laser Grip" stainless steel to meet NFPA #1901 step requirements.	

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REAR LEFT SIDE VERTICAL HANDRAIL	There shall be a 1-1/4" diameter, aluminum handrail with chrome plated stanchions supplied and installed on the upper left hand side of the body inset at rear of the apparatus body.	
FOLDING STEPS	There shall be one (1) folding step installed on the right rear of the body in the upper position. The folding step(s) shall include an integrated LED light beneath each step. This light shall illuminate when the apparatus ground lights are activated. The bottom of the step and step mounting shall include white reflective material to aide in locating the step when the vehicle ground lights are not activated	
INTERMEDIATE REAR STEPS - LOWER RIGHT SIDE	There shall be a rear corner step, on the right side, located adjacent to the rear compartment and shall be no less than 8" in depth and fabricated of "Laser Grip" stainless steel to meet NFPA #1901 step requirements.	
REAR RIGHT SIDE VERTICAL HANDRAIL	There shall be a 1-1/4" diameter, aluminum handrail with chrome plated stanchions supplied and installed on the upper right hand side of the body inset at rear of the apparatus body.	
FOLDING STEPS	Four (4) folding steps shall be provided on the front of the apparatus body. Steps shall be provided and installed per NFPA requirements. The folding step(s) shall include an integrated LED light beneath each step. This light shall illuminate when the apparatus ground lights are activated. The bottom of the step and step mounting shall include white reflective material to aide in locating the step when the vehicle ground lights are not activated. No Additional Steps, Folding Front of Body	
HOSEBED FLOODLIGHT	One (1) Maxxima MWL-36 (or equivalent), 2100 Lumen LED hosebed floodlight with swivel and folding handle shall be mounted at the front right corner of the hosebed. There shall be a weather resistant switch on the lighthouse. The light shall be activated with the parking brake	
BODY REAR SCENE LIGHTS	There shall be rear scene lights installed as high as possible on both sides of the rear of the apparatus body. The lighting positions shall be equipped with TecNiq K90 Series (or equivalent) scene lights. The scene light shall incorporate 18 5000K white LEDs, a clear lens for maximum output.	

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BODY REAR SCENE LIGHTS <i>Cont'd</i>	<p>The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.</p> <p>The coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The light should be rated IP68 for dust and water resistance and have 5000 lumens. This light shall be supplied with a chrome bezel.</p> <p>The rear scene lights shall be operated by a switch located beneath the left rear step. If the scene light is left in the 'ON' position the lights shall automatically turn off when the truck is parking brake is released</p>	
LEFT FRONT SCENE LIGHT	<p>The following light shall be provided mounted on the left front corner of the body:</p> <p>Fire Research Spectra LED Scene Light model SPA100-Q20 (or equivalent) lamphead shall be provided. The lamphead shall have eighty four (84) ultra-bright white LEDs, 72 for flood lighting and 12 to provide a spot light beam pattern. It shall operate at 12 volts DC, draw 18 amps, and generate 20,000 lumens of light. The lamphead shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall be no more than 5 7/8" high by 14" wide by 3 1/2" deep and have a heat resistant handle. The lamphead and mounting arm shall be powder coated. The LED scene light shall be for fire service use.</p> <p>One (1) 12-volt, switch shall be located in the cab switch panel. The switch shall control the 12-volt white lighting fixture(s) as selected.</p> <p>One (1) 12-volt, water proof switch shall be located on the pump operator's panel. The switch shall control 12-volt white lighting fixture(s) as selected.</p> <p>The lighthead shall be mounted on a side mount push up telescopic pole. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees.</p>	

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Item/Category	Requirement	Comply Yes/Alt.
LEFT FRONT SCENE LIGHT <i>Cont'd</i>	The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 3 1/2" offset. Wiring shall extend from the pole bottom with a 4' retractile cord	
RIGHT FRONT SCENE LIGHT	<p>The following light shall be provided mounted on the right front corner of the body:</p> <p>Fire Research Spectra LED Scene Light model SPA100-Q20 (or equivalent) lamphead shall be provided. The lamphead shall have eighty four (84) ultra-bright white LEDs, 72 for flood lighting and 12 to provide a spot light beam pattern. It shall operate at 12 volts DC, draw 18 amps, and generate 20,000 lumens of light. The lamphead shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. The lamphead angle of elevation shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamphead shall be no more than 5 7/8" high by 14" wide by 3 1/2" deep and have a heat resistant handle. The lamphead and mounting arm shall be powder coated. The LED scene light shall be for fire service use.</p> <p>One (1) 12-volt, switch shall be located in the cab switch panel. The switch shall control the 12-volt white lighting fixture(s) as selected.</p> <p>One (1) 12-volt, water proof switch shall be located on the pump operator's panel. The switch shall control 12-volt white lighting fixture(s) as selected.</p> <p>The lighthouse shall be mounted on a side mount push up telescopic pole. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall be a grooved aluminum extrusion and qualify as an NFPA compliant handrail. The pole mounting brackets shall have a 3 1/2" offset. Wiring shall extend from the pole bottom with a 4' retractile cord</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
APPARATUS BODY ELECTRICAL SYSTEM	<p>All body electrical shall conform to NFPA 1901 latest edition standards. The apparatus shall be equipped with a heavy-duty 12-volt negative ground system.</p> <p>All 12-volt apparatus wiring shall pass through a heavy duty power disconnect solenoid. The 12-volt control of the power disconnect switch is to be triggered by the Master Battery Disconnect.</p> <p>The apparatus shall be equipped with a Class1 Es-Key Management System (or equivalent) for complete control of the electrical system devices.</p> <p>The right rear compartment shall house a relay based Power Distribution Module (PDM). The PDM shall contain 12 standard automotive relays. Each relay's output shall be monitored by the Es-Key system to provide true on/off feedback. Each output shall be capable of handling up to 30 amps and be protected by an automatic circuit breaker. The PDM shall be mounted on a removable panel in the left rear compartment with sufficient harness length to allow a technician the ability to remove the PDM and place it on a compartment shelf for diagnostics and service.</p> <p>All wiring shall be color-coded and function coded to assist the technician in servicing the electrical system. All circuits shall be divided and balanced for proper load distribution. Where possible, wiring shall be routed in looms as a single harness. Heat resistant convoluted loom shall be used. Only solderless, insulated crimp automotive electrical connectors shall be used</p>	
CAB ICC MARKER LIGHTING	<p>Five (5) amber Whelen OS Series (or equivalent) LED cab face mounted clearance lights shall be supplied, mounted above the windshield. These lights are to be mounted in a chrome flange.</p> <p>Two (2) amber Whelen OS Series (or equivalent) LED side clearance lights shall be supplied, one (1) each side mounted ahead of the front door.</p> <p>An amber diamond shaped reflector shall be mounted on the lower corner of each cab front door adjacent to the door hinge.</p>	
APPARATUS ICC MARKER LIGHTING	<p>Two (2) amber Whelen OS Series (or equivalent) LED side clearance lights shall be supplied, one (1) each side mounted ahead of the forward body compartment. These lights are to be mounted in a chrome flange.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
APPARATUS ICC MARKER LIGHTING <i>Cont'd</i>	<p>Five (5) red LED clearance lights shall be supplied, mounted in the rear of the apparatus. Two (2) red LED clearance lights shall be supplied, mounted facing the side of the apparatus.</p> <p>A red diamond shaped reflector shall be mounted on each lower rear corner of the apparatus body. ICC lighting utilized and lighting positions shall be in conformance with FMVSS 108</p>	
HEADLIGHTS	<p>Four (4) rectangular LED headlights shall be supplied. When the parking brake is released and the master battery switch is in the on position, the low beam head lamps shall be illuminated.</p>	
TURN SIGNALS	<p>Two (2) rectangular Federal Signal, model QL64Z-TURN (or equivalent), LED turn signal lamps shall be mounted outboard of the front headlights on each side. These lights shall be amber in color.</p>	
REAR STOP/TAIL/TURN/ BACKUP LIGHTS	<p>There shall be a chrome plated light housing provided on the rear of the apparatus that includes the stop/tail/turn and lower zone C warning lights.</p> <p>The rear of the apparatus shall be equipped with TecNiq High Output K60 Series (or equivalent) light heads.</p> <ul style="list-style-type: none"> • The top light in the assembly shall be a red LED with red lens stop/tail light. • The upper middle light set shall be an amber LED lamp with an amber lens with an arrow mask. • The lower middle lights shall be white LED backup lamps with clear lens. • The lower lights shall be NFPA warning lamps as specified for lower zone C. <p>The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
BACK-UP ALARM	<p>A solid state electronic backup alarm shall be installed on the rear of the apparatus and wired to the backup light circuit.</p> <p>One (1) license plate mounting and LED light shall be provided. The light and bracket shall be located on the rear of the apparatus</p>	
REAR LOWER LEVEL WARNING LIGHTS	<p>Two (2) TecNiq High Output Red LED Flashing Warning Lights model K60 lighthouse(s) (or equivalent) shall be provided. The lighthouses shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthouse back. The lighthouses shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles. The lighthouses shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each lighthouse. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p> <p>These two (2) lights fulfill the requirements for Lower Zone C lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color.</p> <p>One (1) Warning light lens shall be Blue in color</p>	
CAB FORWARD ROOF MOUNTED LIGHTBAR	<p>A single tier beacon shall be mounted facing forward on the cab roof. The beacon housing shall be finished in black powder coating.</p> <p>The beacon shall contain eleven (11) warning light pods facing forward and one (1) pod facing each side of the apparatus. Each pod shall contain ten (10) red LED's with Red and Blue lenses.</p> <p>This lightbar fulfills the requirements for Upper Zone A and in combination with the upper rear warning devices fulfill the requirements for Upper Zones B, C, and D. Any clear warning light(s) in the lightbar shall be disabled automatically for the "Blocking Right of Way" mode</p>	

Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications

Item/Category	Requirement	Comply Yes/Alt.
LOW LEVEL WARNING LIGHTS	<p>Two (2) TechNiq warning lights, K60 Series (or equivalent), LED lightheads with chrome bezels shall be mounted on the front of the chassis above the headlights located in the inner position on each side.</p> <p>The lightheads shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthead back. The lightheads shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles. The lightheads shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each light head. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p> <p>These lights fulfill the requirements for Lower Zone A lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color.</p> <p>One (1) Warning light lens shall be Blue in color</p>	
LOW LEVEL WARNING LIGHTS	<p>Two (2) additional TechNiq warning lights, K60 Series, LED lightheads with chrome bezels shall be mounted on the front of the chassis above the headlights located in the outer position on each side.</p> <p>The lightheads shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthead back. The lightheads shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles. The lightheads shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each lighthead. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
<p style="text-align: center;">LOW LEVEL WARNING LIGHTS Cont'd</p>	<p>The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p> <p>These lights supplement the requirements for Lower Zone A lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color. One (1) Warning light lens shall be Blue in color</p>	
<p style="text-align: center;">FRONT BUMPER INTERSECTION LIGHTS</p>	<p>Two (2) TechNiq warning lights, K60 Series (or equivalent), LED lightheads with chrome bezels one (1) on each side of the front bumper/gravelshield.</p> <p>The lightheads shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthead back. The lightheads shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles. The lightheads shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each lighthead. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p> <p>These lights fulfill the requirements for Lower Zone B & D lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color. One (1) Warning light lens shall be Blue in color</p>	
<p style="text-align: center;">FRONT CAB SIDE INTERSECTION LIGHTS</p>	<p>Two (2) TechNiq warning lights, K60 Series (or equivalent), LED lightheads with chrome bezels mounted one (1) on each side of the cab over the front wheel.</p> <p>The lightheads shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthead back.</p> <p>The lightheads shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
FRONT CAB SIDE INTERSECTION LIGHTS <i>Cont'd</i>	<p>The lighthoods shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each light head. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p> <p>These lights fulfill the requirements for Lower Zone B & D lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color. One (1) Warning light lens shall be Blue in color</p>	
ALTERNATING HEADLIGHT WARNING	<p>The headlights shall be provided with an alternating headlight feature.</p> <p>When the High Beam is selected the headlights shall become a standard high beam.</p> <p>Any clear warning light(s) shall be disabled automatically for the "Blocking Right of Way" mode.</p> <p>A cut off switch shall be supplied to turn off the alternating headlight function.</p>	
REAR WHEEL INTERSECTION LIGHTS	<p>Two (2) TechNiq warning lights, K60 Series (or equivalent), LED lighthoods with chrome bezels mounted one (1) on each side of the body over the rear wheel.</p> <p>The lighthoods shall be surface mounted and shall fit standard mounting holes secured with four (4) stainless steel screws. Wiring shall extend from the lighthouse back. The lighthoods shall be fitted with high efficiency optics and a permanently affixed lens to provide a warning light beam across all angles. The lighthoods shall be fitted with AutoSync, a feature that will automatically synchronize the flash patterns of the warning lights without additional wiring. Fully sealed, submersible electronics shall be furnished on each lighthouse. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses.</p> <p>The solid state warning light shall be vibration resistant and designed with fully sealed submersible electronics. The K60 is rated IP68 for dust and water resistance.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
REAR WHEEL INTERSECTION LIGHTS <i>Cont'd</i>	<p>These lights fulfill the requirements for Lower Zone B & D lower level warning devices.</p> <p>One (1) Warning light lens shall be Red in color. One (1) Warning light lens shall be Blue in color</p>	
REAR UPPER LEVEL WARNING LIGHTS	<p>Two (2) nine (9) inch wide, double tier beacons shall be mounted facing rear on polished stainless steel stanchions behind the suction trays (if equipped) one (1) on the driver side and one (1) on the officer side. The beacon housings shall be finished in black powder coating.</p> <p>Each beacon shall contain four (4) warning light pods each with ten (10) LED. There shall be two (2) pods facing the rear and two (2) pods facing each side of the apparatus.</p> <p>One beacon shall be Red in color One Beacon shall be Blue in color</p> <p>These two (2) lights fulfill the requirements for Upper Zones B, C & D upper level warning devices.</p>	
IDENTIFICATION AND SAFETY LABELS	<p>A permanent plate shall be installed in the driver's compartment to specify the quantity and type of the following fluids in the vehicle:</p> <ol style="list-style-type: none"> 1. Engine oil. 2. Engine coolant. 3. Transmission fluid. 4. Pump Transmission Lubrication Fluid. 5. Pump Primer Fluid (If applicable). 6. Drive Axle Lubrication Fluid. 7. Air-conditioning refrigerant. 8. Air-conditioning lubrication oil. 9. Power steering fluid. 10. Transfer case fluid. 11. Equipment rack fluid. 12. Air compressor system lubricant. 13. Generator system lubricant <p>A permanent plate with pump performance data and serial numbers shall be installed on the pump panel.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
IDENTIFICATION AND SAFETY LABELS <i>Cont'd</i>	<p>A permanent plate shall be installed in the driver's compartment specifying the maximum number of personnel the vehicle is designed to carry per NFPA standards. It shall be located in an area visible to the driver.</p> <p>An accident prevention sign stating, "DANGER PERSONNEL MUST BE SEATED AND SEAT BELTS MUST BE FASTENED WHILE VEHICLE IS IN MOTION OR DEATH OR SERIOUS INJURY MAY RESULT" Shall be placed so it is visible from all seating positions.</p> <p>An accident prevention sign stating, "DANGER DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION, DEATH OR SERIOUS INJURY MAY RESULT" Shall be placed so it is visible from the rear step of the vehicle.</p> <p>If an inlet located at the pump operators position is valved, it shall be provided with a permanent label with language per NFPA-1901, current edition</p>	
WHEEL CHOCKS	<p>One (1) pair of heavy duty, high tensile molded aluminum wheel chocks measuring 7.75" high x 8.5 wide x 15" long shall be provided with the apparatus. The wheel chocks shall have a bright yellow powder coat finish for high visibility, safety and corrosion resistance. No exception shall be allowed to these requirements.</p> <p>Two chock holders shall be provided and mounted on the left side of the apparatus below the front body compartment</p>	
REFLECTIVE SAFETY STRIPE	<p>A 1" x 4" x 1" wide 3M brand Scotchlite reflective stripe shall be affixed to the perimeter of the vehicle. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 60% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective stripe</p>	
BODY STRIPE "S" PATTERN	<p>The stripe on each side of the apparatus shall run straight back to the body, with a "S" pattern shape on the front body door and then run straight back from there to the rear of the body.</p> <p>There shall be a black shaded region within the 'S' pattern flare to simulate a three-dimensional ribbon.</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
REFLECTIVE STRIPE COLOR	The apparatus body striping shall be white reflective. The smaller accent stripe(s) shall be white reflective	
WARRANTIES	The following warranties shall be covered, as a minimum, on the completed apparatus: Copies of Manufacturer's Warranties shall be provided with the proposal.	
GENERAL WARRANTY	<p>The General Warranty is in effect for a Warranty Period that continues until 36 months from the date of delivery of the new fire apparatus to the original owner, or the first 36,000 actual miles (or 57,900 actual kilometers) from the delivery date, whichever occurs first.</p> <p>At the time of purchase, the purchaser shall have an option at an additional cost to extend the Warranty Period for the General Warranty for additional years up to a maximum period of 5 years from the delivery date, 100,000 miles from the delivery date, or 3,000 engine hours from the delivery date, whichever occurs first.</p> <p>The General Warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.</p>	
STRUCTURAL WARRANTY	<p>The Structural Warranty is in effect for a Warranty Period that continues until 10 years from the date of delivery of the completed new fire apparatus to the original purchaser, or the first 100,000 actual miles (or 161,290 actual kilometers) from the delivery date, whichever occurs first.</p> <p>The Structural Warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.</p>	
PAINT WARRANTY	<p>The Paint Warranty is in effect for a Warranty Period that continues until the period specified below or the date of the first 36,000 actual miles (or 57,900 actual kilometers) from the delivery date.</p> <p>The Paint Warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.</p> <p>At the time of purchase, the purchaser shall have an option for an extra cost to extend the Warranty Period for the Paint Warranty for additional years up to a maximum of 5, 7, or 10 years.</p> <p>The Paint Warranty only covers the cost to refinish or repair Paint Defects for the specific defect and at the percentages set forth below:</p>	

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Specifications**

Item/Category	Requirement	Comply Yes/Alt.
PAINT WARRANTY <i>Cont'd</i>	Top Coat Appearance, Gloss, Color Retention and Cracking 0 to 72 months - 100% 73 to 120 months - 50% Coating System, Adhesion, Flaking, Blistering, Bubbling 0 to 36 months - 100% 37 to 84 months - 50% 85 to 120 months - 25%	
CHASSIS FRAME RAIL WARRANTY	The Frame Warranty is in effect for a Warranty Period that continues until the date that is the expected lifetime of a new vehicle. For purposes of this Frame Warranty, the expected lifetime is 20 years from the original delivery date. This Frame Warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.	
FRAME RAIL & CROSS-MEMBER CORROSION PROTECTION WARRANTY	This Corrosion Protection Warranty is in effect for the original owner for a Warranty Period that continues until 20 years from the date of delivery of the new fire apparatus to the original owner	
STAINLESS PIPING WARRANTY	The Stainless Piping Warranty is in effect for a Warranty Period that continues until 10 years from the original delivery date, or the first 36,000 actual miles (or 57,900 actual kilometers) from the delivery date, whichever occurs first	



The Corporation of the
Township of Wainfleet
Fire & Emergency Services

REQUEST FOR PROPOSAL (RFP)

2021 RESCUE/PUMPER FIRE APPARATUS

APPENDIX 'D'

PROPOSAL EVALUATION

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
Proposal Submission Deadline:	2:00pm - Tuesday, April 13, 2021 Local Time in Wainfleet, Ontario

Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria

Evaluation

The Proposal Evaluation Committee will read, review and evaluate each proposal and selection will be made on the basis of the Selection Criteria as depicted on the Proposal Evaluation scoring sheet contained herein. The category point score shall be multiplied by the category weight to obtain a category score. Category scores shall be totaled for the vendor's total score.

Once each member of the Proposal Evaluation Committee has rated each proposal and completed a proposal evaluation scoring form, a composite rating is developed which indicates the group's collective ranking of the proposals. A follow-up meeting may be conducted with the highest scoring vendor(s) and the Proposal Evaluation Committee to verify each vendor's capabilities in relation to their proposal submission and to insure the performance expectations of the vendor and service levels can be met. The vendor, which the Township of Wainfleet, in its sole discretion, deems to be best suited for this contract shall be notified and will conduct all subsequent negotiations and will make a recommendation for the contract award.

An evaluation team consisting of staff from the Township of Wainfleet will conduct an evaluation of the proposals. Proposals will be evaluated in accordance with the following criteria:

The Purchaser will not accept pricing assumptions.

The below illustrates how points will be calculated - using a relative formula (i.e. by dividing that Proponent's price into the lowest bid price) for proposed pricing on the Rate Bid Form:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes the lowest bid price, that Proponent will receive 100% of the possible points.	$\$12.00 \div \12.00×30	30
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \15.00×30	24
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \24.00×30	15

The above evaluation will occur for all pricing components for each Eligible Proponent.

Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified vendor's proposal.

Proposal Evaluation Table	
Rating	Description
10	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs.
8	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Township's needs.
7	Fully meets all requirements of the criterion
6	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3	Poor to Very Poor.
2	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory.
0	Does not satisfy the requirements of the criterion in any manner.

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria**

VENDOR:			
COMMITTEE MEMBER:			
SIGNATURE:			
DATE:			
Proposal Evaluation Criteria	Weight	Points	Maximum Total
Proposal – Overall Clarity / Understanding of project requirements Clear, and concise with complete information provided.	10	____/10	100
Specifications – Proposed Equipment to be Provided All specifications met or exceeded will receive maximum points. Minus one point for every specification not met. Proven Equivalents will be considered as “Specification Met”	30	____/10	300
Work Plan and Schedule Detailed work plan outlining the following dates: Pre-Delivery Inspection (PDI) Final Certifications & Licensing Delivery and In-service Preparation Operational Training	10	____/10	100
Expertise/relevant experience & Service The ability to service in an extreme timely fashion as the Compressed Breathing Air System is integral to emergency responses	10	____/10	100
Options & Warranties All options and warranty specifications met or exceeded receives maximum points. Minus one point for every specification not met	10	____/10	100
Price Fees are evaluated for completeness and efficiencies. Lowest cost proposal receives full points. Remaining proposals will be divided by the lowest proposal being evaluated x 30% weight	30	____/10	300
TOTAL POINTS			1000

APPENDIX “B” TO FSR-005/2021

The Corporation of the
Township of Wainfleet
Fire & Emergency Services

REQUEST FOR PROPOSAL (RFP)

ADDENDA #001

Of ONE (1)

**2021 RESCUE/PUMPER
FIRE APPARATUS**

Request for Proposals Number:	FS-RP-2021-001
Addenda Number:	001
Addenda Issued On:	April 8, 2021

**The Corporation of the Township of Wainfleet Fire & Emergency Services
Request for Proposal for One (1) 2021 Rescue Pumper Fire Apparatus
ADDENDA #001**

- 1. Appendix C, Part A, Item # 6 of the original call for proposals issued on March 29, 2021 are amended to read as follows:**

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business ~~under single ownership~~ for a minimum of twenty (20) years. Furthermore, in order to insure fair, ethical, and legal competition, neither the original equipment manufacturer (O.E.M.) nor parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market (No exception).

APPENDIX “C” TO FSR-005/2021



The Corporation of the
Township of Wainfleet
Fire & Emergency Services

REQUEST FOR PROPOSAL (RFP)

2021 RESCUE/PUMPER FIRE APPARATUS

APPENDIX 'D'

PROPOSAL EVALUATION

Request for Proposals Number:	FS-RP-2021-001
Request for Proposals Issued On:	March 29, 2021
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Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria

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Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria

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The point values entered above reflect my best independent judgement of the merits of the identified vendor's proposal.

Proposal Evaluation Table	
Rating	Description
10	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs.
8	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Township's needs.
7	Fully meets all requirements of the criterion
6	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3	Poor to Very Poor.
2	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory.
0	Does not satisfy the requirements of the criterion in any manner.

**Township of Wainfleet Fire & Emergency Services
RFP 2021 Rescue Pumper Fire Apparatus
Appendix C – Proposal Evaluation Criteria**

VENDOR:			
COMMITTEE MEMBER:			
SIGNATURE:			
DATE:			
Proposal Evaluation Criteria	Weight	Points	Maximum Total
Proposal – Overall Clarity / Understanding of project requirements Clear, and concise with complete information provided.	10	____/10	100
Specifications – Proposed Equipment to be Provided All specifications met or exceeded will receive maximum points. Minus one point for every specification not met. Proven Equivalents will be considered as “Specification Met”	30	____/10	300
Work Plan and Schedule Detailed work plan outlining the following dates: Pre-Delivery Inspection (PDI) Final Certifications & Licensing Delivery and In-service Preparation Operational Training	10	____/10	100
Expertise/relevant experience & Service The ability to service in an extreme timely fashion as the Fire Apparatus is integral to emergency responses	10	____/10	100
Options & Warranties All options and warranty specifications met or exceeded receives maximum points. Minus one point for every specification not met	10	____/10	100
Price Fees are evaluated for completeness and efficiencies. Lowest cost proposal receives full points. Remaining proposals will be divided by the lowest proposal being evaluated x 30% weight	30	____/10	300
TOTAL POINTS			1000

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: April 20, 2021

SUBJECT: **Award for Engineering Services for Gents Road Bridge**

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR 005/2021 respecting Award for Engineering Services for Gents Road Bridge be received; and

THAT Council direct the Manager of Operations to engage the services of Ellis Engineering to perform Engineering services for the design as well as Contract Administration for the replacement of Gents Road Bridge with Culverts.

EXECUTIVE SUMMARY:

During 2021 capital Budget deliberations, Council approved a capital project that would see the replacement of the Gents Road Bridge. Staff prepared an RFQ for qualified Engineering firms to perform a topographical survey, preparation of contract documents, technical design drawings, calculations for quantities and coordination with the NPCA and DFO to replace the Gents Road Bridge.

Staff received 2 submissions and the results are attached below.

BACKGROUND:

Gents Road Bridge is located approximately 500 metres north of Forks Road. Recent Bridge inspections have identified the structure as poor condition for several years. The structure was built in 1949 and consists of a concrete slab design on steel girders. The bridge is currently posted with a 10 tonnes weight restriction. Council and staff along with members from the public reviewed various options for the replacement including steel deck, complete replacement with concrete deck and new steel girders, replacement with culverts and also the option of closing the road at the structure.

The design firm will be preparing engineered drawings for submission to the NPCA and MNR for approvals with the replacement of the structure with culverts.

Staff are anticipating the design and approvals process to begin once awarded and potentially construction as soon as approvals from the various agencies are confirmed and a tender is awarded for the construction.

Staff prepared a Request for Quotation following the Township procurement policy and notified 7 various engineering firms to advise them that the RFQ is available on the Township Website.

Compliant Proposals were evaluated based on the following evaluation criteria:

EVALUATION CRITERIA	WEIGHT
Company Profile	20%
Project Experience and Locations	20%
Design Philosophies and Methodologies	20%
Value Added Services	5%
Time to Complete	10%
References Review	20%
Quality of Submission	5%
TOTAL	100%

Both submissions showed that they were both qualified in the performance of the project and have both been engaged by the Township to perform various projects. The average scoring with the weighted average during the evaluation review of this project are shown below:

Company	Average Evaluation Score
Spriet Associates Limited	60/100
Ellis Engineering	83/100

The submitted price results of the Request for Quotations for the design and preparation of Contract Documents are shown below:

Spriet Associates Limited	\$ 39,500
Ellis Engineering	\$ 24,860

Ellis Engineering is the Township's current engineering firm utilized to perform the semi-annual bridge inspection program.

Staff additionally included a provisional item in the RFQ for the Construction Administration of the project once awarded and are suggesting staff engage Ellis Engineering to perform this service as well at a cost of \$ 26,120.00

OPTIONS/DISCUSSION:

1. Award the Project to the firm with the highest score performed during the evaluation review Ellis Engineering for Design and Contract preparation of Gents Road Bridge replacement.
2. Award the Project to the firm with the highest score performed during the evaluation review Ellis Engineering for Design and Contract preparation as well as Contract Administration of Gents Road Bridge replacement. (Recommended).

3. Award the Project to Spriet and Associates for Design and Contract preparation of Gents Road Bridge replacement.
4. Award the Project to Spriet and Associates for Design and Contract preparation as well as Contract Administration of Gents Road Bridge replacement.

FINANCIAL CONSIDERATIONS:

During 2021 Capital Budget deliberations, Council approved \$690,000 for the Gents Road Bridge Replacement. Staff anticipated \$25,000 to be allocated for the design and Contract preparation to be performed by a qualified engineering firm. Staff are recommending the engagement of Ellis Engineering to perform the Contract Administration of the project due to their experience performing this type of project at a cost of \$26,120.00

OTHERS CONSULTED:

- 1) SLT

ATTACHMENTS:

none

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: April 20, 2021

SUBJECT: **Award for Waterproofing and Resurfacing of Misener and Buliung Bridges**

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-006/2021 respecting Award for Waterproofing and Resurfacing of Misener and Buliung Bridges be received; and

THAT Council direct the Manager of Operations to engage the services of Rankin Construction Inc. to complete the waterproofing and resurfacing of Misener and Buliung Bridges

EXECUTIVE SUMMARY:

During 2021 capital Budget deliberations, council approved the project which includes the waterproofing and the resurfacing of Misener and Buliung Bridges.

These 2 bridges were constructed of fibreglass coated wood deck bridges. They have been identified in the semi-annual bridge inspection as needing waterproofing to stop the infiltration of water through the deck and corroding the girder below. Staff have been working with the bridge inspection engineering firm to come up with the best solution to extend the life of the bridge.

Due to the unconventional nature of construction, staff and the bridge engineering firm of Ellis engineering have been reviewing various options to extend the life of the bridge to help reduce the premature failure of the structure. It was decided that waterproofing may be the only solution to stop the infiltration of water through the deck which in turn is causing corrosion to the main girder structure. The only alternative solution would be to replace the deck and girder structure with a conventional concrete deck or potentially review a steel deck construction.

Ellis Engineering prepared an RFQ and contacted various local companies capable of performing the work and the results are attached

BACKGROUND:

Staff and Council have been reviewing the bridge structures for several years. A forecast of work indicates that our structures are in need of repair and in some cases replacement.

Staff have been working with the bridge inspection engineering firm to come up with the best solution to extend the life of the bridge.

The Buliung Bridge was originally constructed in 1948 and received minor rehabilitation to the abutments and a new fibreglass composite deck was place on new girders. The bridge inspection is showing corrosion on the girders below and is caused by water infiltration through the deck.

The Misener Bridge was originally constructed in 1950 and received minor rehabilitation to the abutments and a new fibreglass composite deck was place on new girders. The bridge inspection is showing corrosion on the girders below and is caused by water infiltration through the deck.

Various alternatives were discussed with the Bridge inspection engineers to try and see if the life of the bridge may be extended prior to the premature failure of the structure.

During the 2021 Budget deliberations, Staff presented a project that included the waterproofing of the 2 bridge decks, resurfacing with asphalt and completing the guiderail upgrade. Council has allocated a total of \$162,500.00 for the rehabilitation of the 2 structures.

Ellis Engineering prepared an RFQ in accordance with the Township procurement policy for the project and contacted various qualified contractors to secure bids for the waterproofing and resurfacing. Attached in Appendix "A" are the results of the RFQ process and the recommendation of the engineer.

OPTIONS/DISCUSSION:

1. Award the waterproofing and resurfacing of Misener and Buliung Bridges to Rankin Construction. (recommended)
2. Prepare a second RFQ package to seek additional bidders.

FINANCIAL CONSIDERATIONS:

During 2021 Capital Budget deliberations, Council approved \$162,500.00 for the rehabilitation of the Buliung and Misener road bridges. Staff are recommending the engagement of Rankin Construction Inc to complete the project for \$108,700.00. Once the project is completed staff will prepare an RFQ for the upgrade of the guiderail and incorporate the additional approved guiderail replacements of Phillips road at that time and use the remainder of the approved financing to cover the cost of the guiderail upgrade at both bridges.

OTHERS CONSULTED:

- 1) Strategic Leadership Team

ATTACHMENTS:

- 1) Appendix "A" – RFP Quote: Structure Maintenance – Buliung & Misener Road

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

APPENDIX “A” TO PWSR-006/2021



ELLIS
Engineering Inc.

ELLIS Engineering Inc.
Consulting Engineers
214 Martindale Road
St. Catharines, Ontario Canada
L2R 6P9

Tel: (905) 934-9049
www.ellis.on.ca

April 13th, 2021

Township of Wainfleet
31940 ON-3
Wainfleet, ON
L0S 1V0

Attention: Mr. Richard Nan - Manager of Operations

**Reference: Request for Quote: Structure Maintenance -Buliung & Misener Road
Our File No. 971**

ELLIS Engineering Inc. invited the following contractors to submit quotes for the above project:

- Brennan Paving and Construction Ltd.
- Rankin Construction Inc.
- Norjohn Contracting and Paving Ltd.
- O'Hara Trucking & Excavation Inc.
- Heavy Construction Association of Regional Niagara

Brenann Paving Construction Ltd., Norjohn Contracting and Paving Ltd., and O'Hara Trucking & Excavation Inc. notified ELLIS Engineering Inc. that they were not able to submit a quote.

We have reviewed the quote received from Rankin Construction Inc. from St. Catharines, Ontario, and confirm a total contract price of \$108,700.00 excluding G.S.T.

We confirm that the contractor has met all the criteria in the RFQ, and recommend that the contract be awarded to Rankin Construction Inc.

Yours truly,

ELLIS Engineering Inc.

Robert Ellis
Project Coordinator

Attachments:

- Contractor Quote
- Contractor Quote Analysis

Township of Wainfleet: Structure Maintenance - Buliung Road & Misener Road

SCHEDULE OF QUANTITIES

SECTION 1: STRUCTURE NO. 0002 - BULIUNG ROAD (SIDE ROAD 18)

Item	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1-1	SP-A1 SSP-1	Mobilization & Demobilization	1	L.S.		\$ 13,400 ⁰⁰
1-2	SP-A8 706-MUNI SSP-2	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.		\$ 6,000 ⁰⁰
1-3	MUNI-206 MUNI-510 SP-B27 SSP-3	Removal of Existing Asphalt and Waterproofing	1	L.S.		\$ 18,200 ⁰⁰
1-4	MUNI-914 SSP-4	Bridge Deck Waterproofing - Mel-Deck	1	L.S.		\$ 8,000 ⁰⁰
1-5	310 SP-B12 SP-B14 SSP-5	Hot Mix Asphalt Paving				
		HL3-HS - 40mm	1	L.S.		\$ 4,250 ⁰⁰
		HL8-HS - 50mm	1	L.S.		\$ 4,500 ⁰⁰
SUBTOTAL SECTION 1:			\$ 54,350 ⁰⁰			

Township of Wainfleet: Structure Maintenance - Buliung Road & Misener Road

SECTION 2: STRUCTURE NO. 0007 - MISENER ROAD

Item	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Amount
2-1	SP-A1 SSP-1	Mobilization & Demobilization	1	L.S.		\$ 13,400 ⁰⁰
2-2	SP-A8 706-MUNI SSP-2	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.		\$ 6,000 ⁰⁰
2-3	MUNI-206 MUNI-510 SP-B27 SSP-3	Removal of Existing Asphalt and Waterproofing	1	L.S.		\$ 18,200 ⁰⁰
2-4	MUNI-914 SSP-4	Bridge Deck Waterproofing - Mel-Deck	1	L.S.		\$ 8,000 ⁰⁰
2-5	310 SP-B12 SP-B14 SSP-5	Hot Mix Asphalt Paving				
		HL3-HS - 40mm	1	L.S.		\$ 4,250 ⁰⁰
		HL8-HS - 50mm	1	L.S.		\$ 4,500 ⁰⁰
SUBTOTAL SECTION 2:			\$ 54,350 ⁰⁰			

Township of Wainfleet: Structure Maintenance - Buliung Road & Misener Road

SUMMARY

SUBTOTAL SECTION 1 STRUCTURE NO. 0002 - BULIUNG ROAD (SIDE ROAD 18):	\$ 54,350 ⁰⁰
SUBTOTAL SECTION 2 STRUCTURE NO. 0007 - MISENER ROAD:	\$ 54,350 ⁰⁰
TOTAL TENDER (EXCLUDING HST):	\$ 108,700 ⁰⁰

CONTRACTOR: RANKIN CONSTRUCTION INC.

Contact Info: ROGER ARMSTRONG
905 - 684-1111
rogera@rankinconstruction.ca

RFQ Structure Maintenance: No. 0002 - Buliung Road (Side Road 18) Structure No. 0007 - Misener Road	Structure		
	1		
	<u>ELLIS Estimate</u>	<u>Rankin</u>	
	\$ 40,875.00	\$ 54,350.00	
Structure No. 0002 - Buliung Road (Side Road 18)	\$ 40,450.00	\$ 54,350.00	
Structure No. 0007 - Misener Road	\$ 81,325.00	\$ 108,700.00	
TOTAL			

SECTION 1: Structure No. 0002 - Buliung Road (Side Road 18)

Item No.	Description	Estimated Quantity	Unit				
				Unit Price	Amount	Unit Price	Amount
1-1	Mobilization and Demobilization	1	L.S.	-	\$ 7,000.00	-	\$ 13,400.00
1-2	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.	-	\$ 7,000.00	-	\$ 6,000.00
1-3	Removal of Existing Asphalt and Waterproofing	1	L.S.	-	\$ 4,375.00	-	\$ 18,200.00
1-4	Bridge Deck Waterproofing - Mel-Deck	1	L.S.	-	\$ 9,000.00	-	\$ 8,000.00
1-5	Hot Mix Asphalt Paving - HL3-HS - 40mm	1	L.S.	-	\$ 6,000.00	-	\$ 4,250.00
	Hot Mix Asphalt Paving - HL8-HS - 50mm	1	L.S.	-	\$ 7,500.00	-	\$ 4,500.00
Subtotal - SECTION 1: Structure No. 0002 - Buliung Road (Side Road 18)					\$ 40,875.00		\$ 54,350.00

RFQ Structure Maintenance: No. 0002 - Buliung Road (Side Road 18) Structure No. 0007 - Misener Road	Structure		
			1
	ELLIS Estimate	Rankin	
	Structure No. 0002 - Buliung Road (Side Road 18)	\$ 40,875.00	\$ 54,350.00
	Structure No. 0007 - Misener Road	\$ 40,450.00	\$ 54,350.00
	TOTAL	\$ 81,325.00	\$ 108,700.00

SECTION 2: Structure No. 0007 - Misener Road

Item No.	Description	Estimated Quantity	Unit				
				Unit Price	Amount	Unit Price	Amount
2-1	Mobilization and Demobilization	1	L.S.	-	\$ 7,000.00	-	\$ 13,400.00
2-2	Construction Signs, Traffic Control, and Traffic Management Plan	1	L.S.	-	\$ 7,000.00	-	\$ 6,000.00
2-3	Removal of Existing Asphalt and Waterproofing	1	L.S.	-	\$ 4,250.00	-	\$ 18,200.00
2-4	Bridge Deck Waterproofing - Mel-Deck	1	L.S.	-	\$ 9,000.00	-	\$ 8,000.00
2-5	Hot Mix Asphalt Paving - HL3-HS - 40mm	1	L.S.	-	\$ 6,000.00	-	\$ 4,250.00
	Hot Mix Asphalt Paving - HL8-HS - 50mm	1	L.S.	-	\$ 7,200.00	-	\$ 4,500.00
Subtotal - SECTION 2: Structure No. 0007 - Misener Road					\$ 40,450.00		\$ 54,350.00

SUMMARY

Subtotal - Section 1 : Buliung Road (Side Road 18):	\$ 40,875.00	\$ 54,350.00
Subtotal - Section 2 : Misener Road:	\$ 40,450.00	\$ 54,350.00
TOTAL:	\$ 81,325.00	\$ 108,700.00

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: April 20, 2021

SUBJECT: Award for Tender for Calcium Chloride for 2021-2023

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR 007/2021 respecting Award for Tender for Calcium Chloride for 2021-2023 be received; and

THAT Council authorize the Manager of Operations to award the tender to Da-Lee Dust Control for the supply and application of Calcium Chloride for 2021-2023.

EXECUTIVE SUMMARY:

It is the recommendation of staff that the Township accept the bid from Da-Lee Dust Control, for the supply and application of Calcium Chloride for Dust Control.

BACKGROUND:

Staff tendered for the supply and application of Calcium Chloride, as a joint tender with the Township of West Lincoln, in accordance with the Township Purchasing & Procurement Policy. Calcium Chloride is required for dust suppression on gravel roadways. Calcium Chloride is applied once annually to all gravel roads in high traffic areas and those with residences. The need and timing for dust suppression is influenced by precipitation and temperature. Staff have noticed a dramatic increase from previous years.

OPTIONS/DISCUSSION:

Staff tendered for the supply and application of Calcium Chloride in accordance with the Township Purchasing & Procurement Policy. Bids were received from Da-Lee dust Control and from Pollard Highway Products. The bid results are as follows:

Company	2021 Tender Price	2022 Tender Price	2023 Optional
1. 513125 Ontario Limited, (Da-Lee Dust Control)	\$456.96 (plus HST) Per 16,000litre load \$432.48 (plus HST) Per 27,000litre load	\$470.02 (plus HST) Per 16,000litre load \$445.54 (plus HST) Per 27,000litre load	\$492.86 (plus HST) Per 16,000litre load \$468.38 (plusHST) Per 27,000litre load
2. Pollard Highway Products	\$530.00 (plus HST) Per 16,000litre load \$481.00 (plus HST) per 27,000 load	\$540.50 (plus HST) Per 16,000litre load \$491.00 (plus HST) per 27,000 litre load	\$549.00 (plus HST) Per 16,000litre load \$499.50 (plus HST) per 27,000 litre load

FINANCIAL CONSIDERATIONS:

Over the course of the season, staff will be monitoring and reviewing the quantities used in order to try and stay within the budgeted allocation established in the 2021 Operating Budget.

OTHERS CONSULTED:

- 1) Senior Leadership Team

ATTACHMENTS:

- 1) None

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

TO: Mayor Gibson & Members of Council

FROM: R. Nan, Manager of Operations

DATE OF MEETING: April 20, 2021

SUBJECT: Contracting Out Services

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-008/2021 respecting Contracting out Services within the Township of Wainfleet be received for information;

EXECUTIVE SUMMARY:

Staff received a request from Council regarding the potential of contracting out various services within the Township of Wainfleet. Staff undertook a review of the services provided and the level of service staff currently provide for the residents of the Township.

Discussions with municipal partners identified varying levels of contracted services, with some municipalities using individual agreements for specific services, and only the Ministry of Transportation (MTO) offering a full service area maintenance contract.

The Township had been engaged in Contract negotiation for nearly a year and a half and is now bound by the collective agreement with Canadian Union of Public Employees (CUPE) 1287-16, which requires negotiation with the union for any contracting out of services.

Appendix A outlines some of the work performed currently by Township staff and some of the comparables received by direct quotes or by a submission prepared for inclusion for the MTO area maintenance contract.

BACKGROUND:

At its meeting of September 10, 2019, the Council of the Township of Wainfleet enacted the following motion:

WHEREAS Council is interested in exploring efficiencies aimed at reducing costs to taxpayers while maintaining the provision of high-quality services to the citizens of Wainfleet;

AND WHEREAS injecting competition into municipal service delivery has the potential of both reducing cost and providing more responsive services;

NOW THEREFORE BE IT RESOLVED that staff be directed to report back to Council with the total value of equipment, cost of maintenance and insurance of equipment and overtime paid to employees in the Roads Division of the Public Works Department;

AND THAT staff investigate the feasibility and the potential of outsourcing or contracting out various municipal services and report back to Council with a recommendation.

Staff reached out to local municipal partners and MTO inspection staff to gauge the current levels of contracted services and discuss previous experiences with contracted services. In discussions with neighbouring municipalities, many have previously contracted out services such as roadside mowing and grass cutting in parks and cemeteries. Due to damage to headstones, fencing and other municipal property and a general lower level of service, some municipalities have ended contracted services and resumed completing these services utilizing municipal staff. Some municipalities have adopted a split service, with contracted services remaining in passive use areas, inactive cemeteries or areas not prominently used by the public.

Area Maintenance contracts such as the MTO agreements require contractors to provide staff and resources for immediate response for a broad set of services including road patrols, plowing and sanding, guiderail damage and time sensitive regulated sign repairs.

Both individual contracts and service contracts would require one or two Township inspectors to administer, manage and monitor the various contracts and services, managing the requests for services and evaluate the performance of contractors.

It is difficult to determine the complete accuracy and the potential performance of contractors to complete the various projects. If services were contracted out individually, the work would be performed when the contractor has staff and equipment available, and there is the potential that the Township may not receive the same level of response and service that Township forces currently provide.

The Townships utilizes an annual rental rate for specialized equipment and additional services to assist Township staff and equipment to complete tasks when required. For example, during wetter summers, Township staff have previously employed contract services to assist in completing roadside mowing in addition to the Township staff and equipment to meet the expectations of the public. The equipment included in the rental list ranges from mowers, gradalls, dozers, mini excavators and more, allowing staff to complete projects in a cost effective and expedited manner when required. Staff are diligent in using tax dollars in the most effective manner while staying within the negotiated agreement with CUPE 1287-16.

Appendix A outlines the some of the various services currently performed by Township forces, including a cost breakdown provided by quotation, as well a submission prepared for inclusion for the MTO area maintenance contract. Contractor services are

normally based on availability of equipment and manpower unless a designed service contract is engaged. Township Staff continue to be flexible to the needs of the community including routine services and emergencies including replacement of missing regulatory signs, downed trees, plowing and sanding or emergency road repairs.

Prior to contracting out services, the Township would have to engage with CUPE 1287-16 to avoid grievances or settlements if staff were to be released. Contracting of services would also result in a surplus of equipment – and the disposal of Township equipment and altering the servicing requirements for the current fleet would need to be examined. The Township would still be required to employ staff to provide the logistical services including requests for service, scheduling and approvals of work, inspections and review of payments to contractors.

The Township is required to ensure all minimum maintenance standards set forth by the Province are met, which has been accomplished with internal Township staff or may be by an area service agreement with a contractor. Individual contracting of services may pose some risk to the township if the minimum standard timelines for response are not met due to inability of contractors to provide the necessary equipment or manpower to respond in a timely fashion.

FINANCIAL CONSIDERATIONS:

None at this time.

OTHERS CONSULTED:

Strategic Leadership Team

ATTACHMENTS:

1. Appendix “A” – Contracting Out

Respectfully submitted by,

Approved by,

Richard Nan, CRSS
Manager of Operations

William J. Kolasa,
Chief Administrative Officer/ Clerk

APPENDIX "A" TO PWSR-008/2021

Item	Description	Unit	Quotes	Submission for MTO Area Maintenance Contact	Township
1	Roadside Ditching	Meter	\$7.25/Meter plus Trucking and Supervision	\$18/meter	Average \$7.45/Meter with rental Gradall plus trucking, Supervision included
2	Culvert Installation	Each(1) based on 15" HDPE	\$2000-\$2750	\$3,000	\$2086.11based on 4 hours, 2 loads of stone pipe and labour
3	Vegetation (Roadside Mowing)	L.S.		2cuts based on 240kms 1st cut (edge of Road to ditch only) 2nd cut to backside of ditch, Total \$136,200	\$117,665.25/yr with multiple cuts and includes dailighting intersections
4	Grass Cutting (Parks, Fire halls)	L.S.	\$2730/per fire hall	N/A	\$2750 per fire hall
5	Gravel Resurfacing	T	\$27/t	\$30/t	\$13/t
6	Sweeping	L.S.	\$120/hr	?	\$64.75/hr
7	Signs	L.S.	\$85-\$125 Pending type of sign	\$100 per sign repair	\$65-120/per depending on which type of sign
8	Steel Beam Guiderail/ Attenuators extra	M	\$140	\$ 150.00	Out sourced
9	Grading	L.S.	\$145/hr	(450Hours)	\$134.80/hr
10	Road Inspection Routine & Winter	L.S.		\$60/hr	\$57.65/Hr
11	Snow Plowing	L.S.		\$420/Hr per unit	\$160.15/hr per unit
				100 Guaranteed Hours	no minimum hrs
12	Salting & Sanding	L.S.		\$350/Hr per unit based on 400 hrs	\$128.15/hr per unit
				100 Guaranteed Hours	no minimum hrs
13	Plowing parking lots	L.S.		\$170/Hr based on 300 hrs	\$92.25/hr
14	Catch Basin Cleaning		\$225/Hr	?	Out Sourced

TO: Mayor Gibson & Members of Council

FROM: Richard Nan, Manager of Operations

DATE OF MEETING: April 20, 2021

SUBJECT: Site Alteration By-law

RECOMMENDATION(S):

THAT Public Works Staff Report PWSR-009/2021 respecting Site Alteration By-law be received; and

THAT staff be directed to finalize the attached Site Alteration Bylaw in the Township of Wainfleet for the next available meeting.

EXECUTIVE SUMMARY:

Staff and council have been discussing the possibility of a site alteration bylaw beginning in 2019. The Township has been experiencing increased truck traffic in various areas of the town bringing fill into the municipality from outside sources. Staff have been working on a site alteration bylaw with the assistance of a couple of councillors in an effort of reducing the damage being received to our road network as well as the dumping of fill on various parcels of land.

A matter was raised in a neighbouring community regarding infilling of a quarry and concerns regarding the protection of the water aquifer.

BACKGROUND:

At its meeting of May 28, 2019, the Council of the Township of Wainfleet enacted the following motion:

Resolution No. C-150-2019

Moved by Councillor Cridland
Seconded by Councillor Van Vliet

“WHEREAS there are concerned citizens in Wainfleet regarding a quarry remediation project in our neighbouring community of Port Colborne;

AND WHEREAS both news and social media are covering this project and identifying concerns that the aquifer may be at risk, now or in the future;

AND WHEREAS this quarry remediation project lies within the jurisdiction of the City of Port Colborne;

AND WHEREAS it is timely that Wainfleet examine what is within its jurisdiction, in the area of governance, that would help protect our water and environment, which would include a Site Alteration By-law and Fill By-law for the Township of Wainfleet;

AND WHEREAS Council recognize that staff have already begun these initiatives;

NOW THEREFORE BE IT RESOVED THAT the Council of the Corporation of the Township of Wainfleet support the protection of our water and environment;

AND THAT the citizens of Wainfleet are provided an opportunity for engagement as part of the By-law development process;

AND THAT Wainfleet Council encourage the Council of the City of Port Colborne, Ministry of the Environment, Conservation and Parks to continue to follow proper protocol on such projects and take consideration of potential impacts to neighbouring municipalities.”

A member of staff and a member of council attended a symposium to review the newly created Managing of Excess soil legislation being implemented by the province of Ontario. Council members became aware of several incidents located in the Region of Niagara that were experiencing illegal infilling taking place.

Staff began the process of investigating various site alteration bylaws including the City of Ottawa and the City of Hamilton. A draft site alteration bylaw had been produced over several months and reviewed by legal representation. The revised copy had been circulated to staff as well as a couple of council members that had been part of the team spearheading the endeavor to restrict and have a way of monitoring the influx of fill starting to enter the community. The Township road network started receiving heavy flow of large truck traffic and damage to the road surface in a few areas of the township where fill had begun being brought in from outside the municipality. A final draft was being prepared when the following motion at the March 9, 2021 council meeting was enacted:

Fill By-law Motion

“**THAT** staff be directed to proceed forthwith with drafting and presenting a by-law for Council's consideration that mirrors a Site Alteration By-law recently adopted by the City of Thorold for the purpose of regulating the removal, placing or dumping of fill.”

The Township Solicitor has reviewed the document prior to preparation of the report and staff have prepared the attached site alteration Bylaw for Council's consideration.

OPTIONS/DISCUSSION:

1. Council review the attached Site Alteration Bylaw and make any necessary changes to suit the needs of the township and staff will prepare a final draft for consideration at the next available meeting.
2. Council direct legal staff review the proposed bylaw, incorporate any suggested changes including fee structure and potential fines/penalties by Council and a final draft be presented for ratification at the next available meeting.
(recommended)
3. Council wave procedural requirements and enact the attached bylaw (and incorporating any suggested changes) as amended at this meeting.

FINANCIAL CONSIDERATIONS:

Staff will have to set aside the necessary time for processing of applications as well as the required enforcement of the new Bylaw. The fine structure may require staff to attend court along with legal representation as part of the enforcement.

OTHERS CONSULTED:

- 1) Strategic Leadership Team
- 2) Township Solicitor

ATTACHMENTS:

- 1) Appendix "A" – Draft Site Alteration By-law
- 2) Appendix "B" – Site Alternation Application

Respectfully submitted by,

Approved by,

Richard Nan
Manager of Operations

William J. Kolasa
Chief Administrative Officer

APPENDIX “A” TO PWSR-009/2021

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 0XX-2021

Being a Site Alteration By-law to regulate the removal, placing or dumping of fill in the Township of Wainfleet.

WHEREAS sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 ("*Municipal Act, 2001*" or "the statute"), authorize a municipality to pass by-laws respecting the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons, and the protection of persons and property;

AND WHEREAS section 142 of the *Municipal Act, 2001*, provides that a local municipality may pass by-laws to prohibit or regulate the placing or dumping of fill, the removal of topsoil and the alteration of the grade of land, to require that a permit be obtained for the placing or dumping of fill, the removal of topsoil and the alteration of the grade of land and for imposing conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site;

AND WHEREAS sections 23.1, 23.2, 23.3 and 23.5 of the of the *Municipal Act, 2001*, authorize a municipality to delegate certain powers and duties;

AND WHEREAS section 425 of the of the *Municipal Act, 2001* permits a municipality to pass by-laws providing that any person who contravenes any by-law of the municipality enacted under the statute is guilty of an offence;

AND WHEREAS subsection 426(4) of the of the *Municipal Act, 2001* provides that any person that hinders or obstructs, or attempts to hinder or obstruct, any person who is exercising or performing a duty under a by-law enacted under the statute is guilty of an offence;

AND WHEREAS subsection 444(1) of the *Municipal Act, 2001* permits a municipality, if satisfied that a contravention of a by-law of the municipality passed under the statute has occurred, to make an order requiring the person who contravened the by-law or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity;

AND WHEREAS section 446 of the *Municipal Act, 2001*, provides a municipality with the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Council for the Township of Wainfleet deems it expedient and in the public interest to enact this By-law;

NOW THEREFORE, Council of the Corporation of the Township of Wainfleet enacts as follows:

PART I — DEFINITIONS

1. In this By-law:

- (a) "Agricultural Lands" includes:
 - (i) land upon which agriculture is a permitted use pursuant to the applicable zoning by-law(s), and
 - (ii) land which is being used for agricultural purposes at the time of application for a Permit and during the period in which a Permit applies;
- (b) "Commercial Fill Operation" means the removal, placing or dumping of Fill involving remuneration paid, or other compensation, to an Owner of land whether or not the remuneration or compensation to the Owner is the sole reason for the removal, placing or the Dumping of Fill;
- (c) "Complete Application" means an application for a Permit that includes the application form and all other plans, fees, securities, certificates, approvals and other documents required to be submitted in accordance Part VII of this By-law;
- (d) "Conservation Authority" means the Niagara Peninsula Conservation Authority;
- (e) "Council" means the Council of the Township of Wainfleet;
- (f) "Director" means the Operations Manager of the Township and shall include any person authorized by the Director to carry out any of the powers or duties of the Director pursuant to this By-law;
- (g) "Dump", "Dumped" or "Dumping" means the placing or depositing of Fill in a location other than where the Fill was obtained and includes the movement and depositing of Fill from one location to another on the same property;
- (h) "Fill" means any type of material removed from or deposited or placed on lands and, without limiting the generality of the foregoing, includes soil, subsoil, topsoil, stone, sod, turf, clay, sand, gravel or other such similar material, either singly or in combination, at the discretion of the Director;

- (i) "Haul Route" means Roads designated or approved by the Township for the purposes of ingress or egress to a Site Alteration as a condition of a Permit;
- (j) "Lot" shall mean a parcel of land which can be legally conveyed;
- (k) "MOE" means the Ministry of the Environment, Conservation and Parks;
- (l) "Municipal Law Enforcement Officer" means a person appointed by Council to enforce the provisions of this By-law and any officer of the Niagara Regional Police Service or the Ontario Provincial Police;
- (m) "Normal Farm Practice" means a practice that is conducted in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations under similar circumstances and includes the use of innovative technology used with advanced management practices;
- (n) "Order" means an order issued under this By-law;
- (o) "Owner" means the registered owner of land;
- (p) "Permit" means a permit issued pursuant to the provisions of this By-law which is, subject to Part XI of this By-law, valid for a period of twelve (12) consecutive months from the date of issuance;
- (q) "Public Open House" means a meeting that is open to the public for the purposes of section 29 of this By-law;
- (r) "Qualified Person" means a person who meets the qualifications as set out in section 5 or 6 of O. Reg. 153/04 - Records of Site Condition - Part XV.1 made under the *Environmental Protection Act*, R.S.O. 1990, c. E.19,
- (s) "Road(s)" means a common and public highway, and includes a street, bridge or other structure forming part of a highway over or across which a highway passes and includes the whole of a road allowance under the jurisdiction of the Township;
- (t) "Security" means financial security in the form of a cash deposit or an irrevocable letter of credit to ensure fulfillment of the terms of a Permit or to secure the cost of repairing damage to municipal property as a result of work undertaken under a Permit which is posted under this By-law or pursuant to a Site Alteration Agreement;
- (u) "Site" means the Lot or Lots altered or proposed to be altered by a Site Alteration;

- (v) "Site Alteration" means any temporary or permanent removal of Fill from the Site by any means or any temporary or permanent Dumping of Fill on the Site by any means, whether the Fill originates from lands or Lots appurtenant to the Site or from elsewhere;
- (w) "Site Alteration Agreement" means an agreement between an Owner and the Township required by the Director as a condition of obtaining a Permit under this By-law;
- (x) "Site Plan" means a set of drawings that clearly indicates the area on the Site subject to Site Alteration along with the property lines of the Lot or Lots;
- (y) "Topsoil" means those horizons in a soil profile, commonly known as "O" and "A" horizons, containing organic material and includes deposits of partially decomposed organic material such as peat;
- (z) "Township" means The Corporation of the Township of Wainfleet;
- (aa) "Works" means any physical change to lands, and is synonymous with Site Alteration.
- (bb) "Zoning By-law" means a by-law passed under section 34 of the Planning Act, R.S.O. 1990, c. P.13 ("Planning Act") and applicable to lands within the Township.

PART II – SHORT TITLE

2. This By-law may be cited and known as the "Site Alteration By-law".

PART III – SCOPE

3. This By-law shall apply to all Site Alterations within the Township, unless the Conservation Authority has made a regulation under section 28 of the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, applicable to the Site, or unless specifically excluded pursuant to this By-law.

PART IV – ADMINISTRATION AND DELEGATED AUTHORITY

4. The Director shall be responsible for the administration of this By-law.
5. The Director is authorized and has the delegated authority to:
 - (a) approve, exempt/waive, issue, revoke, extend, renew, amend, or close a Permit and/or grant approvals of Site Alteration;

- (b) impose conditions on the issuance of a Permit;
- (c) determine and deem an application for Permit as abandoned, expired, or closed;
- (d) approve and coordinate any works required to remediate the Site as part of or subsequent to a Site Alteration;
- (e) approve amendments to Site Alterations and Site Alteration Agreements;
- (f) appoint a peer review consultant or other engineering, scientific and/or technical experts to fulfill the role or duties of a Municipal Law Enforcement Officer for purposes of this By-law;
- (g) require or exempt Works from the requirements of this By-law;
- (h) authorize any person to carry out any of the powers or duties of the Director pursuant to this By-law;
- (i) approve forms and documents to be used under this By-law;
- (j) hear and consider appeals of decisions to deny a Permit;
- (k) authorize and/or to hire such agents, contractors and other persons to perform the Work, as required; and
- (l) take any actions or steps incidental to or ancillary to the Director's authority under this By-law.

PART V — GENERAL PROHIBITIONS

- 6. Subject to the exemptions prescribed under Part VI of this By-law, no person shall cause, permit, perform or carry out a Site Alteration without first obtaining a Permit from the Township to do so.
- 7. Notwithstanding any other provision of this By-law, no person shall import any Fill onto any land where the quality of the imported material is not acceptable for the intended use and betterment of the land.
- 8. Where a Permit has been issued under this By-law authorizing a Site Alteration, no person shall undertake or permit a Site Alteration except in accordance with:
 - (a) the plans, approvals, documents or other material filed in support of the issuance of the Permit;

- (b) the conditions attached to the Permit;
 - (c) the terms of any Site Alteration Agreement or other agreement with the Township entered into under this By-law; and
 - (d) the provisions of this By-law.
9. No person shall modify an approved Site Alteration without approval of the Director.
10. No person shall operate a Commercial Fill Operation in the Township of Wainfleet.
11. No person shall remove Fill, Dump Fill, or cause or permit the removal or Dumping of Fill unless such Fill complies with the Ministry of Environment standards for clean Fill, as described in the Environmental Protection Act, R.S.O. 1990, c. E.19 ("Environmental Protection Act").
12. No person shall import any Fill onto any Lot, land or property with the use of a hydro excavation truck, being any truck that excavates, removes or moves Fill with water and/or air, except where approval has been given by Council.
13. No person shall carry out any Site Alteration works for which a Permit is required in a manner that contravenes the Township's Noise Control By-law or at any time on a Saturday, Sunday or statutory holiday.
14. No person shall fail to obey an Order issued under this By-law.
15. No person shall obstruct a Municipal Law Enforcement Officer carrying out an inspection under this By-law.

PART VI — EXEMPTIONS

16. This By-law is not applicable to the following:
- (a) a Site Alteration:
 - (i) that involves the Dumping or placing of Topsoil on a Site for improving the soil capability for agricultural purposes on Agricultural Lands as part of a Normal Farm Practice,
 - (ii) that is incidental to a grading requirement under the *Ontario Building Code*, O. Reg. 332/12 ("*Building Code*") for the construction or demolition of a building or structure for which a building permit has been issued or for the purpose of constructing a driveway, parking lot or assembly area reasonably accessory to the building or structure for which a building permit has been

issued or is a septic disposal system where a permit has been issued by the Township, the Regional Municipality of Niagara or the MOE in accordance with Part 8 of Division B of the *Building Code*,

- (iii) on lands that are used for the purpose of flood or erosion control to establish finished grade shown on a grading and drainage plan approved by the Conservation Authority, or
 - (iv) on lands that are used for storage purposes either as a primary or accessory use provided that the use is permitted on the lands pursuant to the Zoning By-law;
- (b) public sector related activities or matters undertaken by the Township or a local board of the Township;
- (c) the Dumping of Fill, removal of Topsoil or alteration of the grade of land imposed after December 31, 2002 as a condition to the approval of a site plan, a plan of subdivision or a consent under sections 41, 51 or 53 of the *Planning Act* or as a requirement of a site plan agreement or subdivision/severance agreement entered into under those sections;
- (d) the Dumping of Fill, removal of Topsoil or alteration of the grade of land imposed after December 31, 2002 as a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under that regulation;
- (e) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act, 1998*, S.O. 1998, c. 15, Sched. A, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
- (f) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*, R.S.O. 1990, c. A.8 ("*Aggregate Resources Act*");
- (g) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land;
 - (i) that has not been designated under the *Aggregate Resources Act* or a predecessor of that statute, and

- (ii) on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*,
- (h) the Dumping of Fill, removal of Topsoil or alteration of the grade of land undertaken as an incidental part of drain construction under the *Drainage Act*, R.S.O. 1990, c. D.17 or the *Tile Drainage Act*, R.S.O. 1990, c. T.8;
- (i) the use, operation, establishment, alteration, enlargement or extension of a waste management system or waste disposal site lawfully permitted under Part V of the *Environmental Protection Act*, or a waste disposal site or waste management system that is exempted by regulation from said Part V;
- (j) the construction, extension, alteration, maintenance or operation of works under section 28 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50;
- (k) the construction of a building or structure, including a driveway or parking pad, pursuant to a valid building permit which has been issued by the Township, where the Site Plan accompanying the building permit application provides sufficient information to ensure that the Site Alteration proposed therein meets the guidelines established by the Director pursuant to this By-law;
- (l) any filling of an excavation to the elevation of an existing grade following the demolition or removal of a building or structure for which a demolition permit has been issued, or for which no demolition permit is required under the *Building Code Act*, 1992, S.O. 1992, c. 23 or the *Building Code*;
- (m) any Site Alteration that is:
 - (i) determined to be a Normal Farm Practice, and
 - (ii) carried on by Owners or properties that have an active registration as a “farming business” as defined in the *Farm Registration and Farms Organization Funding Act*, 1993, S.O. 1993, c. 21 and are in good standing under that statute;
- (n) the stockpiling of Fill in the ordinary course of the operation of a garden supply establishment that is legally established under the Zoning By-law, provided that such activity does not result in the permanent alteration of the existing grade of the land of the garden supply establishment. For this exemption to apply, the Owner must:

- (i) maintain records from the material source sites indicating that the imported Fill meets the requirements of the site condition standards for agricultural property use, and
 - (ii) demonstrate to the satisfaction of the Director, that the Fill is being exported regularly and not returning to the same Lot, land or property.
- 17. A Permit is not required for a Site Alteration if the size of the Site and total amount of Fill is as follows
 - (a) for a Site of 0.1 hectares or less, a maximum of 10 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site;
 - (b) for a site of 0.2 hectares to 0.5 hectares, a maximum of 100 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site;
 - (c) for a site of 0.5 hectares or larger, a maximum of 500 cubic metres of Fill, which shall be permitted only within a twelve (12) month period for betterment of the Site and the permitted use of the Site
- 18. Any Site Alteration in which the amount or volume of Fill exceeds the maximum volumes prescribed by section 17 is prohibited unless a Permit is issued by the Director and is subject to all other provisions and requirements of this By-law.
- 19. Notwithstanding the exemptions from the Permit requirement prescribed by section 17 of this By-law, every person carrying out a Site Alteration to which section 17 applies shall provide notice of the Site Alteration to the Director in accordance with Schedule "D" to this By-Law.

PART VII - ADMINISTRATION AND REQUIREMENTS FOR ISSUANCE OF A PERMIT

- 20. Every Owner applying for a Permit shall submit to the Director:
 - (a) a completed application in the form provided in Schedule "A" to this By-law;
 - (b) payment of the fee for a Permit as set out in Schedule "B" to this By-law;
 - (c) a Security in an amount satisfactory to the Director;

- (d) a description of the Fill proposed to be removed or Dumped including a detailed description of the destination or source of the Fill, the quantity of the Fill and the proposed placement of the Fill;
- (e) a certificate of commercial general liability insurance in the owner's name, in the amount of \$5,000,000, naming the Township as an additional insured party, and maintain such insurance for the full period of time during which the Permit is valid, which certificate shall be in a form prescribed by the Director from time to time;
- (f) a Site Alteration Plan satisfactory to the Director, which includes and accurately indicates the following:
 - (i) the property lines of the lands, with dimensions;
 - (ii) the location on the Site of the Site Alteration, with dimensions,
 - (iii) location and details of any proposed sediment control measures,
 - (iv) all existing storm sewers, ditches, swales, creeks, watercourses and wetlands on the lands and on abutting lands and public Roads,
 - (v) all woodlands on the Site
 - (vi) all easements and rights of way over, under, across or through the Site,
 - (vii) proof of permission with respect to the removal, placement or Dumping of the Fill from the grantee of any easement on the Site impacted by a Site Alteration,
 - (viii) all existing buildings and driveways on the Site,
 - (ix) all existing elevations with sufficient buffer onto adjacent properties to assess existing drainage patterns,
 - (x) proposed grades and drainage systems upon completion of the Site Alteration,
 - (xi) proposed ground covering to be used upon completion of the Site Alteration,
 - (xii) location and composition of any temporary or permanent entrances and/or access roads that will be constructed to facilitate access to the Site, and

- (xiii) location and composition of any temporary or permanent mud mat at the entrance to the Site to mitigate mud tracking onto the municipal right-of-way;
- (g) where applicable, copies of any approval required from any other agency, including, but not limited to, the Conservation Authority;
- (h) the proposed Haul Route;
- (i) a certificate stating that the Fill contains no contaminants within the meaning of the *Environmental Protection Act*, which certificate shall be in a form prescribed by the Director from time to time;
- (j) an executed unconditional release and indemnity to save harmless the Township, its elected officials, staff and agents, with respect to any and all liability which may arise directly or indirectly from the Site Alteration, including the presence of any fill that is determined to contain contaminants within the meaning of the *Environmental Protection Act*, which release and indemnity shall be in a form prescribed by the Director from time to time; and
- (k) any other study, report, plan or material related to the application as deemed necessary by the Director to constitute a Complete Application.

PART VIII – ISSUANCE OF A PERMIT BY THE DIRECTOR

21. The Director shall review and assess or cause to be reviewed and assessed a Complete Application. In carrying out its review the Director may seek comments from any other agency deemed necessary by the Director for the purpose of reviewing and/or assessing a Complete Application.
22. The Director shall issue a Permit where, in the assessment of the Director, acting reasonably:
 - (a) the person has fulfilled all of the requirements of this By-law, including the payment of all applicable fees, charges and Security;
 - (b) the Site is not within an area where the Site Alteration is prohibited under this By-law or any other applicable law;
 - (c) the issuance of the Permit:
 - (i) will result in maintaining or improving the overall agricultural capability of the Site, or

-
- (ii) is incidental to a Normal Farm Practice, or
 - (iii) is appropriate for the development and use of the Site and that the general intent and purpose of:
 - A. the Zoning By-law,
 - B. the Official Plan of the Township, and
 - C. this By-law, will be maintained.
23. The Director may require as a condition of the Permit that the person to whom the Permit is issued enter into a Site Alteration Agreement in the form set out in Schedule "C" to this By-law, which may include a requirement to provide additional Security.
24. Where the Director refuses to issue a Permit, any person who considers themselves aggrieved may appeal the decision of the Director in accordance with the following process:
- (a) the person appealing ("the appellant") shall deliver a written notice of appeal to the Township within twenty (20) days of the date of decision by the Director to deny or refuse issuance of a Permit;
 - (b) the notice of appeal may be delivered to the Township by prepaid ordinary mail, registered mail, courier or email and shall be directed to the attention of the Director;
 - (c) the notice of appeal shall contain the appellant's name, address, email address (if applicable), phone number, the reason for appealing the denial and all necessary details concerning the appeal;
 - (d) upon receipt of the notice of appeal, the Director may request and require production of any further documents, reports and information to be provided by the appellant and may consider any issue relevant to the issuance of the Permit, including legal issues and interpretation of the By-law, and may consult with legal counsel;
 - (e) the appeal shall be conducted in writing only;
 - (f) the Director may affirm, vary or rescind the decision and shall deliver a written notice of the result of the appeal to the appellant by ordinary prepaid ordinary mail, registered mail, courier or email, .
25. The Director shall not issue a Permit or accept an application for a Site Alteration within a twelve (12) month period of the expiry date of any previous Permit.

PART IX – CONSIDERATION BY COUNCIL OVER 1000 CUBIC METRES

26. Where the amount or volume of Fill to be removed or Dumped in relation to a Site Alteration exceeds one thousand (1000) cubic metres within any twelve (12) month period, the Permit for such Site Alteration may not be issued by the Director unless and until the Complete Application has been reviewed and assessed by Council and the issuance of the Permit has been approved by Council.
27. In reviewing and assessing a Complete Application in accordance with section 26 of this By-law, Council shall have the same powers as the Director pursuant to this By-law.
28. In addition to the all other requirements of this By-law, every person to whom a Permit is issued under section 26 shall be required to enter into a Site Alteration Agreement in the form set out in Schedule “C” to this By-law, which may include a requirement to provide additional Security.
29. Upon receipt of a Complete Application for a Site Alteration that exceeds one thousand (1000) cubic metres of Fill:
 - (a) the Director shall:
 - (i) schedule a Public Open House,
 - (ii) provide the person submitting the Complete Application with notice of the Public Open House at least thirty (30) days prior to the date of the meeting,
 - (iii) provide notice of the Complete Application to all registered Owners of Lots, land or property within one hundred and twenty (120) metres of the boundaries of the Site, and
 - (iv) post notice of the Public Open House on the Township’s website at least ten (10) days prior to the Public Open House date; and
 - (b) the person submitting the Complete Application shall post a placard on the Site as provided by the Township at least ten (10) days prior to the Public Open House so that it is clearly visible to the public, provide proof of the placement of the placard to the Director and leave the placard on the Site until the Permit is issued or denied.
30. Delivery of any notice to the person submitting the Complete Application under this Part shall be made by prepaid ordinary mail and shall be deemed to have been delivered five (5) days after the date of mailing.

31. Comments received at the Public Open House shall form part of a technical report provided by the Public Works and Community Services Department to Council and shall form part of the review by Council.
32. Consideration of the Complete Application shall be held in public and the person submitting the Complete Application may request to be a delegate.
33. Upon reviewing and assessing the Complete Application, reviewing the technical report described in section 31 and hearing from any delegation described in section 32, Council shall consider whether the Complete Application meets the requirements of this By-law and shall approve or deny the issuance of the Permit.
34. The decision of Council to approve or deny the issuance of the Permit is final.

PART X - CONDITIONS ON PERMITS AND HAUL ROUTES

35. The Director shall, as a condition of a Permit, require an Owner of the Site which is the subject of the Permit either prior to the Permit being issued or after the Permit has been issued, to comply with the following:
 - (a) notify the Director in writing:
 - (i) at least seventy-two (72) hours before commencing any work under the Permit, and
 - (ii) of the completion of the work under the Permit no later than seventy-two (72) hours following completion of the work;
 - (b) maintain the Roads providing ingress and egress to the Site in the same condition that existed prior to the commencement of the work;
 - (c) keep all Roads providing ingress and egress to the Site free from any damage, equipment or material or mud tracked onto the Road arising from any works undertaken as a result of the Permit;
 - (d) remediate and clean up forthwith any material or mud tracked onto the Roads where required to do so by Township staff;
 - (e) ensure that any dust control measures are in place so as to restrict and limit the blowing of dust onto any adjacent lands;
 - (f) install temporary signage in accordance with Ministry of Transportation's Ontario Traffic Manual (OTM) Book 7 regulations on all Roads immediately adjacent to the Site where Fill is being Dumped;
 - (g) inspect and maintain sediment control measures to ensure they are kept in good working order;

- (h) ensure that any machinery operating on a Road or any person directing traffic on a Road does so in a manner acceptable to the Director and in accordance with all other applicable law;
 - (i) ensure that Fill that is Dumped on the Site is in accordance with the Permit, the Site Plan and all other applicable law;
 - (j) provide the Director or a Municipal Law Enforcement Officer a report from a Qualified Person, qualified engineer or environmental consultant possessing an expert or special knowledge in respect to the source and nature of the Fill to be Dumped that the Fill meets the standards prescribed by the MOE; and
 - (k) provide Security satisfactory to the Director or secure the maintenance of the Roads that are used by trucks delivering or removing Fill in a state of good repair and free from dust and mud.
36. The Director may, as a condition of a Permit, require an Owner of the Site which is the subject of the Permit, either prior to the Permit being issued or after the Permit has been issued, to comply with one or more of the following:
- (a) keep, maintain and make available to the Director the following records:
 - (i) the full and complete legal name and business name if different from the legal name of each hauler,
 - (ii) the commercial vehicle registration number of each hauler,
 - (iii) the motor vehicle permit number of the motor vehicles owned and operated by each hauler,
 - (iv) the date and time of delivery of Fill,
 - (v) the point of origin of each delivery of Fill,
 - (vi) the volume of each delivery of Fill,
 - (vii) the content of material of each delivery of Fill,
 - (viii) any other information required by O. Reg. 153/04 - Records of Site Condition - Part XV.1 made under the *Environmental Protection Act*, and
 - (ix) any other information required by the Director; and

- (b) comply with any other conditions imposed by the Director.
37. The Director may also, as a condition of a Permit, designate one or more Haul Routes to be used for ingress or egress to the Site for the Site Alteration.
38. Where Haul Routes are not within the jurisdiction of the Township, the Director may require that the Owner of the Site that is the subject of the Permit provide proof of permission to use the Roads.
39. Every Owner who is issued a Permit under this By-law shall be responsible for ensuring that the designated Haul Routes are used by any person coming to or from the Site for works carried out under the Permit and any failure to do so is a contravention of this By-law.
40. The Township may engage such legal, engineering or other technical consultants the Director deems necessary in order to evaluate and/or review studies and/or agreements or to provide assistance to the Director in respect of an application and ensuing Site Alteration and the costs incurred by the Township in so doing shall be charged back to the Owner.
41. The Township may draw on any Security provided under this By-law in order to remedy any breach of the provisions of this By-law, the conditions of a Permit, or any other obligation of the Owner relating to the Permit.
42. The issuance of a Permit under this By-law does not relieve an Owner or any other person from compliance with the By-law or any other applicable law.

PART XI – SUSPENSION, REVOCATION, TRANSFER AND EXPIRY OF A PERMIT

43. A Permit issued pursuant to the provisions of this By-law may be revoked by the Director at any time and without notice under any of the following circumstances:
- (a) if no work has been commenced after three (3) months from the date of issuance;
 - (b) if the Permit was issued on mistaken, misleading, false or incorrect information;
 - (c) if the Permit was issued in error, or
 - (d) where the Owner of the Site that is the subject of the Permit is in contravention of a condition to the Permit, a provision of this By-law, or a provision of any Site Alteration Agreement that has been entered into.
44. No refund of any fees paid pursuant to this By-law shall be provided if a Permit expires.

45. A Permit issued under this By-law may be renewed or extended prior to expiry where the following conditions are met:
- (a) work has been commenced or completed under the Permit;
 - (b) the work previously approved under the Permit has not been and will not be revised;
 - (c) the person to whom the Permit was issued or the Owner of the Site that is the subject of the Permit submits a renewal or extension application to the Director that is accompanied by the applicable Permit fee; and
 - (d) the renewal or extension application is submitted at least sixty (60) days prior to the expiry of the Permit.
46. A renewal or extension of a Permit issued pursuant to this By-law shall be valid for a period of six (6) months from the date of issuance, but shall expire after three (3) months from the date of issuance if work has not been commenced by that date.
47. A Permit may be cancelled upon written request from the Owner to the Director. An inspection of the Site will be conducted to ensure that no work has commenced and that the Site is in an acceptable condition, and at the discretion of the Director, a refund of the Fee for the Permit may be made.
48. If title to the Site for which a Permit has been issued is transferred while the Permit remains in effect, the Permit is automatically cancelled unless the new Owner, within thirty (30) days prior to the transfer:
- (a) provides the Township with written undertaking to comply with all conditions under which the existing Permit was issued, an executed assumption agreement satisfactory to the Director and an executed release and indemnity as required by subsection 20(j) of this By-law; or
 - (b) applies for and obtains a new Permit in accordance with the provisions of this By-law.

PART XII - ORDERS

49. For the purpose of ensuring compliance with this By-law, the Director or any person authorized by the Director or a Municipal Law Enforcement Officer may, at all reasonable times, enter upon and inspect any Site to determine whether or not the following are being complied with:
- (a) this By-law;

- (b) any condition of a Permit;
 - (c) a provision of any Site Alteration Agreement, direction or Order made under this By-law; or
 - (d) a prohibition order made under section 431 of the *Municipal Act, 2001*.
50. The Director or a Municipal Law Enforcement Officer may, for the purposes of the inspection under this Part:
- (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information in writing or otherwise as required by the Municipal Law Enforcement Officer from any person concerning a matter related to the inspection; or
 - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
51. Any cost incurred by the Township in exercising its authority to inspect under this Part including but not limited to the cost of any examination, test, sample or photograph necessary for the purposes of the inspection, shall be paid by the Owner of the Site where the inspection takes place or the person to whom the Permit was issued in relation to the Site where the inspection takes place.
52. If the Director or a Municipal Law Enforcement Officer is satisfied that:
- (a) a contravention of this By-law has occurred, he or she may make an Order requiring the Owner of the Site where the contravention occurred or the person who caused or permitted the contravention to immediately discontinue the contravening activity. Such the Order shall set out:
 - (i) the municipal address or the legal description of the Site,
 - (ii) reasonable particulars of the contravention, and
 - (iii) the period of time within which there must be compliance; and,
 - (b) a person has caused or permitted the a Site Alteration in contravention of the provisions of this By-law, he or she may make an Order requiring the Owner of the Site where the contravention occurred or the person who

caused or permitted the contravention to carry out work to correct the contravention. Such Order shall set out:

- (i) the municipal address or the legal description of the Site,
- (ii) reasonable particulars of the contravention,
- (iii) the period of time within which there must be compliance, and
- (iv) that if the work is not done in compliance with the Order within the specified period, the Township may have the work completed at the expense of the Owner of the Site where the contravention occurred.

53. Any Order issued under this Part shall be served personally or by registered mail to the last known address of the Owner of the Site and to any other person to be served. If an Order is served by registered mail, the service shall be deemed to have been made five (5) days after the date of mailing.
54. Upon completion of the work to correct the contravention by or on behalf of the Township under this Part, the Township shall have a lien on the Site for the amount spent in excess of any Security applied to remedy or rectify the contravention and the amount may be added to the tax roll and collected in the same manner and with the same priority as municipal property taxes.

PART XIII – PENALTY AND OFFENCE

55. The Township of Wainfleet's Administrative Penalty By-law applies to each administrative penalty issued pursuant to this By-law.
56. Each person who contravenes any provision of this By-law:
- (a) may be given a Penalty Notice in accordance with the Township of Wainfleet's Administrative Penalty By-law and be liable to pay to the Township an Administrative Penalty in the amount specified by the Administrative Penalty By-law, for each day or part of a day on which the contravention continues; or
 - (b) upon conviction be liable to fines as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.
57. Every person who contravenes any provision of this By-law, a condition of a Permit or an Order issued under this By-law, is guilty of an offence and upon conviction is liable:
- (a) on a first conviction, to a fine of not more than \$10,000; and

- (b) on any subsequent conviction, to a fine of not more than \$25,000.
- 58. Notwithstanding section 56, where the person convicted is a corporation, the maximum penalty that may be imposed is,
 - (a) on a first conviction, to a fine of not more than \$25,000; and
 - (b) on any subsequent conviction, to a fine of not more than \$50,000.
- 59. In addition to any fine or any other penalty, any person who is convicted of contravening a provision of this By-law, the terms or conditions of a Permit issued pursuant to this By-law or any Order issued pursuant to this By-law, may be ordered by a court of competent jurisdiction at the expense of the person to:
 - (a) rehabilitate the Site and surrounding lands;
 - (b) remove the Fill; and/or
 - (c) restore the grade of the Site and surrounding lands to its original condition.

PART XIV - OBSTRUCTION

- 60. No Person shall hinder or obstruct, or attempt to hinder or obstruct the Director or a Municipal Law Enforcement Officer, or person in the discharge of duties under this By-law as required by the Director or Municipal Law Enforcement Officer in order to bring a Site into compliance with this By-law or an Order issued under this By-law.
- 61. No person shall provide false information in any statement, whether orally, in writing or otherwise, made to a Municipal Law Enforcement Officer or the Director.
- 62. No person shall hinder or obstruct, or attempt to hinder or obstruct, any Municipal Law Enforcement Officer or Director who is exercising a power or performing a duty under this By-law.

PART XV - SEVERABILITY

- 63. Should a court of competent jurisdiction declare any provision of this by-law to be invalid or of no force and effect, the provision is deemed severable from this by-law and it is the intention of the Township that the remainder of the by-law shall survive and be applied and enforced in accordance with its terms to the extent possible under the law.

PART XVI – INTERPRETATION

64. Any reference to a statute, regulation, by-law or other statutory instrument shall be deemed to refer to the legislation as amended, consolidated, replaced or modified.
65. Any by-law or any part of any by-law inconsistent with this By-law is hereby repealed.
66. This By-law shall come into force and take effect on the date that it is passed.

BY-LAW READ AND PASSED THIS XXTH DAY OF XX, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

APPENDIX “B” TO PWSR-009/2021

SITE ALTERATION BY-LAW APPLICATION & PERMIT

SITE ALTERATION APPLICATION

Please complete all applicable sections of the application form. An incomplete application will not be processed. Please return form to the Operations Department.

PROPERTY INFORMATION

MUNICIPAL ADDRESS

LOT NO.: PLAN NO.:

ROLL NO.: CURRENT ZONING:

LAND OWNER (check one)

INDIVIDUAL: COMPANY:

REGISTERED LAND OWNER(S)

SURNAME FIRST NAME INITIAL

TELEPHONE CELL FAX

EMAIL

CONSULTANT INFORMATION

COMPANY NAME

TELEPHONE CELL FAX

EMAIL

ADDRESS

LEGAL NAME (for use with agreements)

DESIGNATE (to which all correspondence will be sent)

CONTRACTOR INFORMATION

COMPANY NAME

TELEPHONE CELL FAX

EMAIL

ADDRESS

LEGAL NAME (for use with agreements)

DESIGNATE (to whom all correspondence will be sent)

TYPE OF WORK

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m ³
		> 0.1 to 0.2 hectares/maximum of 50 m ³
		> 0.2 to 0.5 hectares / maximum of 100 m ³
		>0.5 to hectares or larger/maximum of 500 m ³
		>500 m ³ to 1000 m ³
		1000 m ³ or greater
		Other

PROPOSED START DATE: _____

PROPOSED COMPLETION DATE: _____

BRIEF DESCRIPTION OF WORK PROPOSED:

ESTIMATED VOLUME OF FILL TO BE EXPORTED/IMPORTED:

FINANCIAL (SCHEDULE B)

APPLICATION FEE _____

RENEWAL/EXTENSION FEE _____

HAUL ROUTE INSPECTION FEE _____

OTHER FEES: _____

SECURITY ☐☐

CASH DEPOSIT _____

☐☐

LETTER OF CREDIT _____

OWNER AUTHORIZATION (IF AN AGENT IS USED)

The Owner must complete this section. In the case of multiple Owners, a separate authorization form for each individual person or entity is required. Please attach an additional page in the same format as this authorization, if necessary.

I, _____ being the registered owner of the subject lands, hereby authorize _____ to submit the above application to the Township of Wainfleet for approval thereof.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONSENT FOR RELEASE OF INFORMATION

I understand that all information and material that is submitted with any application may be made available to the public, and specifically, any application to Council relating to a Site Alteration in excess of 250 cubic metres shall become part of the public record.

In submitting this application and any supporting materials or information, I hereby acknowledge the above noted and provide my consent to the disclosure of all information set out in this application.

Furthermore, I understand and acknowledge that my application will be shared with the Niagara Peninsula Conservation Authority, the Municipal Property Assessment Corporation and any other agencies that may have jurisdiction, comment if the location of the subject lands falls within their respective field of responsibility.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

PERMISSION TO ENTER

I acknowledge that a site walk may be required in order to view the property and its relation to the surrounding lands, and in this regard, I authorize members of Council (or a representative thereof), Township staff, Peer Review Consultants retained by the Township, and relevant External Agency Review Staff to enter onto the site for the purpose of evaluating the merits of the application at an arranged time.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Note: Original signature(s) are required. In the case of a corporation, the signature(s) must be that of an officer(s) with authority to bind the corporation.

IMPORTANT INFORMATION

- The security deposit will be refunded to the individual/company who provided initial payment following a final inspection by Township staff. Please note that the security deposit will be applied to any unpaid taxes and/or water and sewer charges. Any application fee, municipal services fee, and agreement preparation fee are non-refundable. The security deposit will be refunded upon cancellation of a permit, less the administration fee, provided that no work has commenced.

- The Owner hereby authorizes the Township and any of its authorized agents to enter onto the subject lands for the purposes of inspection or with labour and equipment to complete or repair any works as deemed necessary by the Township.
- The Township may engage legal, engineering, hydrology, environmental, arborists, landscape or any other consultant as deemed necessary by the Manager of Operations in order to evaluate studies and/or agreements, in which case the costs incurred for such evaluations shall be charged back to the Owner. The cost of the necessary studies and/or agreements and costs incurred for such evaluations will become a fee imposed by the Township and such fee will be added to the tax roll of property and collected in the same manner as municipal taxes.
- Fees shall be adjusted upon completion of work where required to reflect totals based on accurate fill volumes as verified by a professional engineer prior to final clearance.
- It is the Owner's responsibility to obtain all necessary approvals from any federal, provincial, regional or municipal governments or agencies, including the conservation authority, prior to submitting an application for a site alteration permit.

CERTIFICATION

The Owner hereby expressly certifies that:

- (i) it has read and understand the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein.
- (ii) it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and
- (iii) any and all fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 2990, c. E. 19.

RELEASE & INDEMNITY

The Owner hereby releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the lands, including the presence of any fill that is determined to contain contaminants with the meaning of the *Environmental Protection Act*.

I, _____, hereby make the above application for Site Alteration, declaring that all information contained herein is true and correct, and acknowledge the Township will process the application based on the information provided.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

FOR OFFICE USE ONLY

APPLICATION

COMPLETED APPLICATION RECEIVED: _____
APPLICATION APPROVED FOR RECEIPT: _____
APPROVED BY: _____

SITE ALTERATION PERMIT ISSUED

PERMIT ISSUED BY: _____
PERMIT NUMBER: _____ PERMIT DATE: _____
RENEWAL DATE: _____ EXPIRY DATE: _____

HAUL ROUTE

DESCRIPTION (ATTACH MAP WHERE POSSIBLE)

HAUL ROUTE APPROVED BY: _____

HAUL ROUTE INSPECTION PRIOR

DATE INSPECTED: _____
NOTES (ATTACH PHOTOS WHERE POSSIBLE):

HAUL ROUTE INSPECTION DURING

DATE INSPECTED: _____
NOTES (ATTACH PHOTOS WHERE POSSIBLE):

HAUL ROUTE INSPECTION AFTER

DATE INSPECTED: _____
NOTES (ATTACH PHOTOS WHERE POSSIBLE):

TOWNSHIP OF WAINFLEET
Site Alteration By-law Application & Permit

SITE ALTERATION PERMIT

PERMIT NUMBER: PERMIT DATE:

RENEWAL DATE: EXPIRY DATE:

MUNICIPAL ADDRESS:

LOT NO.: PLAN NO.:

ROLL NO.: CURRENT ZONING:

LAND OWNER (check one)

PERSON: COMPANY:

REGISTERED LAND OWNER(S) (Please Print)

SURNAME	FIRST NAME	INITIAL
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TELEPHONE NO.	CELL	FAX
---------------	------	-----

EMAIL

APPLICATION FEE

RENEWAL/EXTENSION FEE

HAUL ROUTE INSPECTION FEE

OTHER FEES

TOTAL FEES

SECURITY	<input type="checkbox"/> <input type="checkbox"/>	CASH DEPOSIT
	<input type="checkbox"/> <input type="checkbox"/>	LETTER OF CREDIT

NATURE OF APPROVAL

The Owner has applied for a Site Alteration Permit pursuant to the provisions of the Township of Wainfleet’s Site Alteration By-law.

The Site Alteration Permit is valid for a twelve (12) month period from the date of issuance, but shall expire after three (3) months from the date of issue if no work has commenced by that date.

Pursuant to the Site Alteration By-law, the Owner hereby acknowledges that the sole responsibility for the completion of the work undertaken as part of this application including compliance with any conditions rests entirely with the Owner.

The Owner certified that it has read and understands the Site Alteration By-law and all Schedules and it agrees to abide fully by all terms and conditions set out therein; that it has not and will not receive any remuneration or compensation of any kind for the removal, placing or dumping of fill on its lands; and any and all Fill used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c. E.19

The Owner releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and any other liabilities of any nature or which may arise, directly or indirectly, from the Site Alteration on the land, including the presence of any fill that is determined to contain contaminants within the meaning of the *Environmental Protection Act*.

The Owner also agrees that it will be entirely responsible for all costs related to all works pertaining to the Site Alteration of the lands.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

TOWNSHIP OF WAINFLEET APPROVAL

Signature: _____ Date: _____

Personal information contained on this form is collected and will be used for the purpose of administrating the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

Schedule “B”

PERMIT FEES AND SECURITIES

A. Fees

<u>Description</u>	<u>Fee</u>
1) Permit application fee to be applied where the fill being removed or placed exceeds the following limits per lot size: <ul style="list-style-type: none">• hectares or less / maximum of 10 m³• to 0.2 hectares / maximum of 50 m³• to 0.5 hectares / maximum of 100 m³• 0.5 hectares or larger / maximum of 500 m³• > 500 m³ but less than 1000 m³	\$500
2) Renewal/extension fee to be applied when a permit has been issued under Paragraph (1) and subsequently, the amount of material has exceeded the allowable limits.	\$250
3) Permit application fee to be applied where the fill being removed or placed is greater than 1000 cubic metres.	\$1,000
4) Fee to be applied when a renewal/extension is granted two (2) months prior to the expiration of the permit issued under Paragraph (3).	\$500
5) A renewal/extension occurring after expiration of, or within the two (2) months prior to the expiration of, the permit issued under Paragraph (3) is considered a new application and subject to new application fees.	New application fee
6) Engineering or zoning review or other changes after permit has been issued under Paragraph (3).	\$1,000
7) Haul Route inspection (prior to, during and after issuance of a permit.	\$100 (each inspection)
8) Fees to be applied for any permit application which has been made post-commencement of activities.	150% of applicable fees
9) Fee to be applied to cover a site investigation in relation to a site alteration violation. This fee shall be applied in any situation where work or activities have been undertaken for which a Permit is required but not obtained. This fee is in addition to all other fees, charges and securities applicable under this By-law.	100% of applicable application fee (each occurrence)

B. Security

Description

- 1) Permits issued under Paragraphs (3) and (5) of Section A above, will be subject to Security, which will be used to ensure fulfilment of the terms of the Permit and to secure the cost of repairing damage to municipal property as a result of the work. The amount of the Security will be established at the discretion of the Manager of Operations but shall not be less than \$1,000.00.
- 2) If the amount of the Security is less than \$50,000, only a cash deposit will be accepted.
- 3) If the amount of the Security is \$50,000 or more, the Security shall be in the form of an irrevocable letter of credit to the satisfaction of the Township.

Schedule "C"

SITE ALTERATION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20__

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(the "Township")

OF THE FIRST PART

- and -

(the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of the property municipally known as _____ in the Township of Wainfleet, Ontario and described in Appendix "1" attached hereto (the "Site") in this Agreement.

AND WHEREAS section 142 of the *Municipal Act, 2001* (the "Act") authorizes a municipality to pass a by-law prohibiting or regulating the removal, placing or Dumping of Fill, the removal of Topsoil, the alteration of the grade of land; requiring a Permit to take any such actions; and requiring the restoration and rehabilitation of the lands in the event of contravention of the by-law;

AND WHEREAS section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act, including the capacity to contract;

AND WHEREAS sections, 9, 10, 11 and 391 of the Act authorize a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it or for the use of its property, including property under its control and add fees and charges imposed by the municipality to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes;

AND WHEREAS subsection 434.1(1) of the Act authorizes a municipality to impose an administrative penalty if the municipality is satisfied that a person has failed to comply with a by-law of the municipality passed under the Act;

AND WHEREAS the Owner intends to alter the grade of the Site in accordance with the Site Alteration By-law No. (the "By-law") and has applied for a permit pursuant to the By-law (the "Permit");

AND WHEREAS the Owner intends to use the Township's public highways (the "Road") for the ingress and egress for the purposes of bringing Fill out of or onto the Site pursuant to the By-law;

AND WHEREAS all capitalized terms herein have the same meaning as in the By-law unless otherwise defined herein;

NOW THEREFORE in consideration of the application for the Permit and after review of the application and of the covenants hereinafter set forth the parties hereto mutually covenant and agree as follows:

1 SITE ALTERATION OF PROPERTY

1.1 The Owner agrees that, within twelve (12) months from the date of issuance of the Permit, all removal or Dumping of Fill from or onto the Site and any restoration required, shall be completed in accordance with the By-law and the Site Plan as previously approved.

1.2 It is the responsibility of the Owner:

- A. To obtain the approval of the Manager to obtain a Permit in accordance with the By-law and comply with all the terms and conditions of the Bylaw, the Permit and any conditions thereof; and
- B. To request that the Township carry out a prior, during and final inspection of the Haul Routes and to obtain the approval of the Director that the Bylaw and the terms and condition of the Permit have been complied with.

1.3 The Owner agrees that the works described in Section 1.1 and 1.2 above will be completed on or before _____, 20 _____

1.4 The Owner acknowledges and agrees that the Township has no control over and is not responsible or liable for any adverse effects or damage resulting from any of the following on the Site or any neighboring property to the Site or any other property as a result of the Permit:

- A. Soil erosion;
- B. Blockage of a watercourse;
- C. Siltation in a watercourse;
- D. Pollution of a watercourse;
- E. Flooding or ponding on adjacent lands;
- F. Flooding or ponding caused by a watercourse overflowing its banks;
- G. A detrimental effect on any trees;
- H. Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;
- I. Injury or destruction of municipal trees.

1.5 The Owner acknowledges, accepts and agrees that, the Owner is responsible for any and all damage(s) to the Road(s) resulting from the ingress and egress of vehicles involved in the removal or Dumping of Fill respecting the Site Alteration.

2 SITE ALTERATION PERMIT

2.1 The Owner acknowledges and agrees that no Permit will be issued by the Township:

- A. Until an executed copy of this Agreement has been delivered to the Township; and
- B. The Owner has paid all required fees and deposited the Security; or
- C. If the Owner is in default of the By-law or any other applicable law.

3 SECURITY

3.1 The Owner shall deposit with the Township at the time of execution of this Agreement, a Security in the amount of \$_____ by way of a cash deposit or letter of credit for:

- A. All damages to Road(s) caused or resulting from the ingress or egress to the site to which the Owner has been issued a Permit; and
- B. Performance of any other provision required by the By-law, the Permit or this Agreement (collectively, the "Obligations").

3.2 In the event that the amount of Obligations results in repairs or costs beyond the Security posted in Section 3.1, the Owner agrees and accepts that the Township will impose a fee for and equal to, the repair or costs and will:

A. Hold the Owner responsible and liable for all the costs to repair the Road(s).

B. Assign the repairs for the Road(s) damage to the contractor in accordance with the Township' Procurement Policy to the discretion of the Manager of Operations and,

C. The cost of the Road(s) damage repairs will become a fee imposed by the Township and such fee, will be added to the tax roll of property and collected in the same manner as municipal taxes.

3.3 In the event of default, the Owner agrees and consents to permit forces hired by the Township to enter upon the Site and undertake the works to be done under this Site Alteration Agreement, unencumbered and without restriction in any manner.

4 RELEASE OF SECURITY

4.1 When the Obligations set out in this Agreement have been completely fulfilled, including receipt, satisfactory to the Director that the provisions of this Agreement has been fully complied with, the Security or the balance of the Security shall be released.

5 MUNICIPAL FREEDOM OF INFORMATION

5.1 The Owner acknowledges that this Agreement and any information or documents related to it to the Township may be disclosed pursuant to the provision of the Municipal Freedom of Information and Protection of Privacy Act. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or any related information or document.

6 ASSUMPTION OF AGREEMENT

6.1 If the Owner transfers or conveys all or any portion of the Site, it shall obtain an executed assumption agreement from the purchaser that is satisfactory to the Township that agrees to assume all covenants and conditions set forth in this Agreement as if the purchaser were the Owner.

7 AGREEMENT TO BE READ IN CONJUNCTION WITH PERMIT

7.1 This Agreement is to be read, interpreted and applies in conjunction with any Permit issued to the Owner and any conditions applicable thereto.

IN WITNESS WHEREOF the parties hereto have duly set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

**THE CORPORATION OF THE TOWNSHIP OF
WAINFLEET**

MAYOR

TOWNSHIP CLERK

(NAME OF OWNER)

Name:
Title:

Name:
Title:

I/We have authority to bind the corporation.

SITE ALTERATION AGREEMENT

(Description of Site)

MUNICIPAL ADDRESS: _____

LOT NO.: _____ PLAN NO.: _____

REGISTERED LAND OWNER(S):

NAME	SIGNATURE	DATE
------	-----------	------

NAME	SIGNATURE	DATE
------	-----------	------

WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

NAME	SIGNATURE	DATE
------	-----------	------

8 “APPENDIX 1”

8.1 PROPERTY SUBJECT TO PERMIT

TO: (INSERT OWNERS NAME)
 (ADDRESS)
 (TOWNSHIP), ONTARIO
 (POSTAL CODE)

PROPERTY:	Roll Number	<hr/>
	Address:	<hr/>
	Legal Description	<hr/>

(Picture of Property from GIS System)

PROPERTY INFORMATION OF SITE

MUNICIPAL ADDRESS:

LOT NO.:

PLAN NO.:

ROLL NO:

CURRENT ZONING:

LAND OWNER (check one)

PERSON:

COMPANY:

REGISTERED LAND OWNER(S)

SURNAME

FIRST NAME

INITIAL

TELEPHONE

CELL

FAX

EMAIL

QUESTIONS

1.

Are you:

a) Registered as a farming business?

YES / NO

b) A tenant farmer of the Site in question?

YES / NO

c) In good standing under the Farm Registration and Farms Organization Funding Act, 1993?

YES / NO
2.

Do you:

a) Propose to remove fill from the Site?

YES / NO

b) Propose to add fill to the Site?

YES / NO

c) Propose to alter the grading of the Site?

YES / NO

d) Propose to remove soils from the Site?

YES / NO

3. Description of Proposed Work

Remove	Place	SIZE OF LOT/CUBIC METRES OF FILL PER YEAR
		0.1 hectares or less/maximum of 10m ³
		> 0.1 to 0.2 hectares/maximum of 50 m ³
		> 0.2 to 0.5 hectares / maximum of 100 m ³
		>0.5 to hectares or larger/maximum of 500 m ³
		>500 m ³ to 1000 m ³
		1000 m ³ or greater
		Other

4.

Do you propose to construct retaining wall(s)

YES / NO

5. Please describe nature of proposed works (attach sketch or plan to illustrate):

6. Is there:

- | | |
|--|----------|
| a) A registered flood and/or fill line on the Site? | YES / NO |
| b) An environmentally sensitive area (ESA) on this Site? | YES / NO |

7. Have or will you receive any remuneration or compensation for the removal of Fill from or Dumping of Fill on the Site? YES / NO

The undersigned certifies to the Township that any and all Fill removed or used in completing the Site Alteration contains no contaminants within the meaning of the *Environmental Protection Act*, R.S.O. 1990, c.E.19. The undersigned hereby releases and agrees to indemnify and save completely harmless the Township, its elected officials and its employees, representatives, agents and contractors, from and against all claims, demands, damages, causes of action, costs, expenses and other liabilities of any nature, which may arise, directly or indirectly from the Site Alteration, including the presence of Fill that is determined to contain contaminants.

The undersigned also agrees that the total costs of all works will be entirely the responsibility of the Owner.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Personal information contained on this form is collected and will be used for the purpose of administering the Site Alteration application process. Questions about this collection should be directed to the Township Clerk.

FOR OFFICE USE ONLY

1. Based on the information provided by this form, do the works require a Site Alteration Application and Permit? Yes / No

If yes, a Site Alteration Application must be submitted (Schedule "A").

If no, the works are exempt from the requirement to obtain a Site Alteration Permit.



MEMO

To: Mayor Gibson & Members of Council
From: M. Ciuffetelli, Deputy Clerk
Date: April 20, 2021
Re: Clean Yards By-law & Noise By-law Review

At the last regular meeting of Council held March 30, 2021, a motion was passed providing direction to staff to have the following by-laws placed on the next Council agenda:

- i. By-law No. 073-2019 – Clean Yards By-law
- ii. By-law No. 042-2018 – Noise By-law

Please find by-laws attached for Council review and discussion.

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 073-2019

Being a By-law for Maintenance of Yards
in the Township of Wainfleet.

WHEREAS section 11 of the *Municipal Act, 2001 S.O 2001*, as amended, provides that a municipality may pass by-laws respecting among other things, health, safety and the well being of persons and waste management;

WHEREAS section 127 of the *Municipal Act, 2001, S.O 2001, c. 25* as amended, provides that a local municipality may require an owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from land, not including buildings; to regulate when and how such matters shall be done; to prohibit depositing refuse or debris on land without consent of the owner or occupant of land; and to define refuse;

WHEREAS section 128 of the *Municipal Act, 2001 S.O 2001*, as amended, provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

WHEREAS section 131 of the *Municipal Act, 2001 S.O 2001*, as amended, provides that a municipality may prohibit and regulate the use of any land for the storage of motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or other disposition;

WHEREAS section 434(1) of the *Municipal Act, 2001*, as amended provides that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under this Act.

WHEREAS section 446 of the *Municipal Act, 2001*, as amended provides that where a municipality has authority under the Municipal Act or any other Act or under a by-law made under the Municipal Act or any Act to direct or require a person to do a matter of thing, the municipality may also provide that, in default of it being done by the person directed to do it, the matter or thing shall be done at the person's expense and the municipality may recover the expenses incurred by action or by adding the cost to the tax roll and collecting them in the same manner as property taxes;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1. Short Title

1.1 This by-law shall be known as the "Clean Yards By-law".

1.2 Definitions

1.2.1 In this by-law:

- (1) **“Administrative Monetary Penalty”** means a monetary penalty applied to a Person for contravention of a section or part of this By-law.
- (2) **“Agricultural Operation”** means an agricultural operation as defined by the Farm and Food Production Protection Act.
- (3) **“Buffer Strip”** means a minimum 6 metre (19.69 foot) wide strip immediately adjacent to the lot lines and along all boundaries of the whole lot or parcel of land.
- (4) **“Domestic Waste”** means any debris, rubbish, Sewage, effluent, discard, or garbage of a type arising from a residence, belonging to or associated with a house or residential property, which for greater certainty includes all garbage, discarded material or things, broken or dismantled things, and materials or things exposed to the elements for which they were not designed, and materials deteriorating or decaying on a property due to exposure or the weather. Domestic Waste does not cease to become Domestic Waste by reason that it may be commercially saleable or recyclable or hold potential value. For greater certainty, Domestic Waste includes but is not limited to the following classes of material regardless of the nature, value, potential of the material, article or thing:
 - a) Accumulations of grass clippings, tree cuttings, brush, leaves and garden refuse;
 - b) Paper, paper cartons, and other paper products;
 - c) Rotting vegetable matter or rotting animal matter, unless it is being composted in accordance with generally accepted composting practices;
 - d) Disconnected appliances including refrigerators, stoves, dishwashers, microwaves, freezers, washers, dryers, water coolers, or any part or parts of such items;
 - e) Electronic devices including televisions, computers, tablets and related components, radios, amplifying devices, speakers, audio visual players and any parts or accessories of such items;
 - f) Furnace or furnace parts, air conditioners, ducting, pipes, heat pumps, fittings, pipes and wiring;
 - g) Derelict water or fuel tanks;
 - h) Inoperative Vehicles or machinery, Inoperative Motor Vehicles and parts or accessories of such items;

- i) Inoperative bicycles, lawnmowers, engines and mechanical tools, including hand tools and power tools and any accessories of such items;
 - j) Broken or discarded furniture being kept out of doors;
 - k) Crockery, dishes, pots and pans and small kitchen appliances;
 - l) Animal waste products, hides, parts of carcasses other than those arising from commercial, industrial or agricultural businesses in legal operation on the property;
 - m) Animal excrement;
 - n) Construction, demolition, repair or renovation material or debris accumulated or left over from such work;
 - o) Accumulations of Fill.
- (5) **“Fill”** shall mean any soil, dirt, asphalt, concrete, bricks, branches or roots of trees or bush or any other like materials.
- (6) **“Inoperative Motor Vehicle”** includes any motor Vehicle other than a motor vehicle which is currently licensed and displaying a valid validation sticker on a property on which it is stored, unless it is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the property.
- (7) **“Inoperative Vehicle”** includes machinery, trailers, boats, recreational vehicles, other than a Vehicle which is currently licensed, on a property on which it is stored, or items that are unable to operate as a result of being dismantled, broken or incomplete, decayed or dilapidated, unless it is required for the operation of an Agricultural Operation or business enterprise lawfully situated on the property.
- (8) **“Last Known Address”** means the address which appears on the latest returned assessment roll of the Corporation of the Township of Wainfleet.
- (9) **“Medical Officer of Health”** means the Medical Officer of Health for the Regional Municipality of Niagara.
- (10) **“Municipally-Owned Lands”** means property owned or maintained by the Corporation of the Township of Wainfleet shown on the latest revised assessment roll and shall include all municipal road allowances and right of ways.
- (11) **“Naturalized Area”** means land or a portion of lands covered by vegetation which is landscaped and maintained with a variety of flowers or plants, with or without grasses, or left to naturally grow a variety of indigenous plants.

- (12) **“Non-Residential Waste”** means debris, rubbish, refuse, sewage, effluent, discard or garbage of a type arising from non-residential operations, or belonging to or associated with non residential uses, which for greater certainty includes all garbage, discarded material or things, broken or dismantled things and materials or things exposed to the elements, and materials deteriorating or decaying on the property due to the exposure or the weather, and for greater certainty, includes but is not limited to the following classes of materials regardless of the nature or condition of the material, article or thing:
- a) Debris, discarded things or matter, or effluent which in whole or in part are derived or are constituted from or consist of:
 - (i) Animal or vegetable matter, paper, lumber or wood; or
 - (ii) Mineral, metal or chemical or fill contaminated with petrochemical or petroleum products;
 - b) Piles of miscellaneous plastic, wood or metal parts, or combinations of such materials;
 - c) Automotive parts, Inoperative Vehicles, Vehicle Parts, inoperative mechanical equipment, mechanical parts, accessories or adjuncts to the vehicles and mechanical equipment;
 - d) Piping, ducting, tubing, conduits, cable, wire and fittings or related accessories, with or without adjuncts and not packaged for immediate shipment;
 - e) Material resulting from or as part of, construction, demolition, repair or renovation projects including dust, debris and left over material;
 - f) Rubble or Fill;
 - g) Bones, feathers, hides or other animal parts or carcasses;
 - h) Accumulations of Fill.
- (13) **“Noxious Weed”** shall mean a noxious weed designated by or under the Weed Control Act, R.S.O. 1990, Chapter W.5, including any weed designated as a local noxious weed under a by-law of the Township passed under that Act.
- (14) **“Occupant”** shall include a person occupying land by way of leasing or renting or otherwise and will include a person, firm, partnership, corporation, company, association or organization of any kind and it's principal.

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- (15) **“Officer”** shall mean a By-law Enforcement Officer appointed by the Township of Wainfleet, a member of the Niagara Regional Police (NRP), Ontario Provincial Police (OPP), Royal Canadian Mounted Police (RCMP), Canadian National Police (CNP) or any designated Provincial Offences Officer.
- (16) **“Order”** shall mean any notice of non-compliance issued under this By-law.
- (17) **“Owner”** shall mean a Person(s) who is registered as the property owner on the latest returned assessment roll of the Corporation of the Township of Wainfleet.
- (18) **“Person”** shall mean an individual, firm, corporation, association or partnership and includes an Owner.
- (19) **“Property”** shall mean any land, grounds, Yard or Vacant Lands.
- (20) **“Refuse”** shall include all manner of waste, debris or Sewage and shall also include Domestic Waste and Non-Residential Waste.
- (21) **“Regionally-Owned Lands”** means property owned or maintained by the Regional Municipality of Niagara shown on the latest revised assessment roll and shall include all regional road allowances and right of ways.
- (22) **“Sewage”** means and includes any liquid waste containing human, animal, vegetable, or mineral matter, waste that is in suspension whether Domestic Waste, Non-Residential Waste or any other waste whether in suspension or precipitated, but does not include roof water or storm run-off.
- (23) **“Standing Water”** means any water, other than Treated Water or a natural body of water that exists on a permanent basis or is contained within a municipally owned stormwater management facility.
- (24) **“Township”** shall mean the Corporation of the Township of Wainfleet.
- (25) **“Treated Water”** means water that has been treated with a larvicide or otherwise so as to minimize any potential health, safety or medical hazard to any person and shall include water which is continuously passed through a filter system to remove contaminants or water which is otherwise continuously circulated by mechanical means.
- (26) **“Turf Grass Area”** shall mean the ground cover comprised of one or more species of growing grass with or without trees, shrubbery or maintained planting beds for other vegetation.
- (27) **“Vacant Land”** shall mean land with no building(s) or having no land use established.

- (28) **“Vehicle”** shall mean a vehicle as defined by the Highway Traffic Act, R.S.O. 1990, Chapter H.8.
- (29) **“Vehicle Parts”** shall mean and include any component, element or accessory whether operable or not, used in the assembly, construction, maintenance or repair of a Vehicle.
- (30) **“Yard”** shall mean land, other than publicly owned land, around and appurtenant to the whole part of a building (and used, or capable of being used in connection with a building).

2. **Exemption**

- 2.1 Nothing in this By-law shall apply so as to prevent an Agricultural Operation from carrying out a normal farm practice under the Farming and Food Production Protection Act, 1998, S.O.1998, Chapter 1, as amended.
- 2.2 The provisions and regulations of this By-law do not apply to Municipally-Owned Lands, Regionally-Owned Lands or materials and equipment directly related to construction works on lands on which construction is actively proceeding in accordance with a permit issued pursuant to the Building Code Act or applicable law.

3. **Maintenance of all Property**

- 3.1 Every Owner shall keep the vegetation on their Property clear and cleaned up.
- 3.2 For the purposes of section 3.1, “clear and cleaned up” shall mean:
 - (1) The removal of Noxious Weeds from all Turf Grass Areas, Naturalized Areas and Buffer Strips;
 - (2) In Turf Grass Areas, grass shall be cut and maintained at a height of not greater than 200 mm (8 in);
 - (3) In Naturalized Areas, the cutting of vegetation other than trees or shrubbery so that the vegetation is maintained at a height of not greater than 200 mm (8 in) within a Buffer Strip.
 - (4) All trees, shrubbery and vegetation shall be maintained to ensure that they do not affect the safety, visibility or passage of the general public, cause a visual obstruction of a road or intersection, or cause or potentially cause damage or injury to any persons or property.

4. Standing Water

- 4.1 No Owner shall permit an excavation, swimming pool, hot tub, wading pool, fountain, artificial pond, bird bath or debris located on their Property to contain Standing Water for a period in excess of four (4) days.
- 4.2 Every Owner shall ensure that any swimming pool, hot tub, wading pool, fountain or artificial pond on their Property is maintained in proper operating condition and in good repair.
- 4.3 No Owner shall discharge, or permit to be discharged, any water or sewage onto a neighboring property.

5. Property Condition

- 5.1 Every Owner shall keep their Property free and clear of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.
- 5.2 No Person shall use or permit the use of any Property or structure within the Township for dumping or disposing of Domestic Waste, Non-Residential Waste or any other thing that may constitute a health, fire or safety hazard.
- 5.3 Every Owner shall keep their Property free and clear of Inoperative Vehicles and Inoperative Motor Vehicles.
- 5.4 Notwithstanding Section 5.3, an Owner may keep up to a total of two (2) Inoperative Vehicles or Inoperative Motor Vehicles on their Property provided that:
 - (1) The Property is not Vacant Land;
 - (2) Any such Inoperative Vehicle or Inoperative Motor Vehicle is not missing any components;
 - (3) Notwithstanding Section 5.4 (2), if an Inoperative Vehicle or Inoperative Motor Vehicle is missing any components including but not limited to fenders, hoods, doors or tires, such Inoperative Vehicle or Inoperative Motor Vehicle may be kept on a Property if the said Inoperative Vehicle or Inoperative Motor Vehicle is covered with an appropriate cover or otherwise screened from view;
 - (4) The Inoperative Vehicle or Inoperative Motor Vehicle is kept 153 metres (500 feet) from any neighbouring residential property, Municipally-Owned Property or Regionally-Owned Property;
 - (5) For the purposes of Section 5.4 (3), a tarpaulin is not an appropriate cover;

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- (6) Nothing in this section shall serve to authorize the keeping of Vehicle Parts on a Property.
- 5.5 No Owner shall use any land in the Township for storing Inoperative Motor Vehicles, Inoperative Vehicles or Vehicle Parts for the purpose of wrecking, dismantling or salvaging any of them for sale or other disposal, including for the purposes of repairing other Vehicles, unless such use is legally permitted by the Township of Wainfleet Zoning By-law.
- 5.6 Every Owner shall keep their Property free and clear of new or used building materials except the temporary storing of new or used building materials intended for imminent construction projects on the Property.
- 5.7 Where new and used building materials are kept on a Property in accordance with Section 5.6,
- (1) All materials shall be kept not less than 3 metres (9.84 feet) from any property line;
- (2) All materials shall be covered or otherwise screened from view.
6. **Enforcement**
- 6.1. An Officer may enter upon land and inspect the land or structures for the purposes of determining whether:
- (1) The land is being maintained in accordance with this By-law;
- (2) The land or structure is being used for the dumping or disposing of garbage, Refuse, Fill, Domestic Waste or Non-Residential Waste of any kind;
- (3) The land is being used for the storage of any Inoperative Vehicle, Inoperative Motor Vehicle or for the purpose of wrecking or dismantling them or salvaging parts thereof for sale or disposal;
- (4) The Owner has complied with any Order sent by an Officer, or
- (5) There is compliance or non-compliance with any other provision of this By-law.
- 6.2 An Officer may make an Order requiring the Owner of land to bring the land into compliance with the provisions of this By-law.
- 6.3 An Order made under Section 6.2 shall indicate the time for complying with the Order and advise the Owner that if remedial action is not carried out within the time prescribed in the Order, that the Township may issue a Penalty Notice for every day that the Property is not in compliance and that the Township may carry out any required remedial action at the Owner's expense.

6.4 An Order made under Section 6.2 may be:

- (1) Sent by registered mail to the Last Known Address of the Owner and which shall be deemed served after five (5) business days;
- (2) Posted on the land in a conspicuous location and which shall be deemed served immediately upon such posting; or
- (3) Personally delivered to the Owner and which shall be deemed served immediately upon such personal service.

6.5 Every Person shall permit an Officer, upon the production of identification and for the purpose of inspection by the Township, to inspect the land or structure for any purpose contained in the By-law.

6.6 Every Person shall comply with an Order issued under this By-law within the time specified for compliance.

6.7 Where a Person fails to comply with an Order issued under this By-law within the time specified for compliance, the Officer with such assistance by others as may be required and upon reasonable notice may, at the expense of the Owner:

- (1) Take the action necessary to bring the Property into compliance with the applicable sections of this By-law,
- (2) Clean, clear or remove from the land or structure any or all garbage, refuse, fill, Inoperative Vehicles, Inoperative Motor Vehicles, Sewage, long grass, weeds, trees and shrubs, Domestic Waste or Non-Residential Waste of any kind or anything that may constitute a health, fire, or safety hazard.
- (3) Remove any Inoperative Vehicle or Inoperative Motor Vehicle that does not comply with this By-law and any Vehicle Parts stored for the purpose of wrecking, dismantling or the salvaging parts thereof for sale or other disposal.

6.8 Where any action is taken to bring land into compliance with this By-law or items, materials or things are removed from any land pursuant to this By-law, the Township shall not be liable to compensate the Owner or any other Person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under this By-law.

6.9 The Owner of any land against which any proceedings are brought or against which any action is taken in accordance with this By-law shall pay the applicable fees and charges of the municipality.

6.10 An Owner shall pay the applicable fees and charges within thirty (30) days of the date on which an Order becomes final or the date on which a conviction is pronounced or the date on which an action is taken.

- 6.11 Overdue fees and charges imposed in accordance with this By-law shall be added to the tax roll of the Owner and collected in the same manner and with the same priorities as municipal real property taxes.

7. Offences and Penalties

- 7.1. Every Person who contravenes any provision of this By-law is guilty of an offence and upon conviction is subject to a fine in accordance with the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 7.2. Every Person who contravenes any provision of this By-law is guilty of any offence and an Officer may issue an Administrative Monetary Penalty notice immediately upon evidence of a violation to the Owner or after an Order of non-compliance has expired without compliance being achieved. Administrative Monetary Penalty notices may be issued daily to owners and operators in accordance with the Non-Parking AMPS By-law No. 027- 2019.
- 7.3. No Person shall hinder or obstruct an Officer from carrying out an inspection of lands, nor shall any person obstruct any employee or agent authorized to carry out work for the Township specified in an Order issued hereunder.
- 7.4. The Administrative Penalties for offences under this By-law are set out in Schedule "A", attached hereto and forming part of this By-law.

8. Validity

- 8.1. Should any provision, or any part of any provision, of this By-law be declared invalid or to be of no force and effect by a court of competent jurisdiction, it is the intent of Council that such provision, or part of a provision, shall be severed from this By-law, and every other provision of this by-law shall be applied and enforced in accordance with its terms to the extent possible according to law for ensuring a minimum standard for maintenance of property.

9. Repeal and Enactment

- 9.1. By-law No. 1275-92 of the Corporation of the Township of Wainfleet and any amendments thereto are hereby repealed.

10. Date of Enactment

- 10.1. This By-law shall come into force, take effect and be passed on the date of final passage.

BY-LAW READ A FIRST TIME THIS 12TH DAY OF NOVEMBER, 2019.

BY-LAW READ A SECOND TIME THIS 12TH DAY OF NOVEMBER, 2019.

BY-LAW READ AND PASSED THIS 12th DAY OF NOVEMBER, 2019.

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

Schedule "A" to By-law No. 073-2019

Clean Yards By-law
Short Form Wording and Administrative Penalties

Section	Short Form Wording	Penalty
3.1	Fail to keep vegetation on Property clear and cleaned up	\$100.00
4.1	Fail to keep Property free of Standing Water	\$100.00
4.2	Fail to maintain swimming pool/hot tub/wading pool/fountain/artificial pond	\$100.00
4.3	Discharge water/sewage on a neighboring property	\$150.00
5.1	Fail to keep Property clear of Domestic Waste/Non-Residential Waste	\$100.00
5.1	Fail to keep Property clear of item constituting a health, fire, or safety hazard	\$150.00
5.2	Use or permit use of Property for dumping	\$250.00
5.3	Fail to keep Property clear of Inoperative Vehicles/Inoperative Motor Vehicles	\$150.00
5.5	Use land for wrecking, dismantling or salvaging parts for sale or repair	\$150.00
5.6	Fail to keep land clear of new or used building materials	\$150.00
6.6	Fail to comply with Order	\$300.00
6.5	Hinder or obstruct an Officer conducting inspection	\$250.00

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 042-2018

Being a by-law to regulate noise
in the Township of Wainfleet.

WHEREAS section 128 of the *Municipal Act, 2001*, S.O 2001, c. 25 authorizes a local municipality to prohibit and regulate matters that, in the opinion of council, are or could become public nuisances; and

WHEREAS section 129 of the *Municipal Act, 2001* S.O 2001, authorizes municipalities to pass by-laws to prohibit and regulate noise; and

WHEREAS section 429(1) of the *Municipal Act, 2001*, provides that a municipality may establish a system of fines for an offence under a by-law passed under the *Act*; and

WHEREAS the Council of the Corporation of the Township of Wainfleet deems it expedient to enact a by-law to regulate noise in the municipality;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet enacts as follows:

1) Definitions:

1. “**Authorized Vehicle**” means any ambulance, hearse, any vehicle of the fire department or of the local, provincial or federal police, Canada Post, any public utility company while actively engaged in the construction, repair of highway, or any equipment thereon, any maintenance vehicle operated by or for the Ministry of Transportation, and any municipal or regional vehicle during their duties.
2. “**Construction**” means erection, alteration, repair, dismantling, demolition, structural maintenance, excavating, laying of pipe or conduit whether above or below ground level, street and highway building, equipment installation and alteration and the construction components and materials in any form or for any purpose and includes any work in connection therewith.
3. “**Construction Equipment**” means any for hire work equipment or device designed and intended for use in construction of material, material handling, including but not limited to air compressors exceeding 8 gallons and 1.5 hp, pile drivers, jack hammer exceeding 35lbs, pneumatic or hydraulic tools, bulldozers, TLB (tractors, loaders, backhoe) exceeding 35hp, trenchers, cranes, derricks, excavators (skid steer loaders, “bobcat” or equivalent) exceeding 3 ton, scrapers, pavers, generators exceeding 9200w, off highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers exceeding 4 cu.ft of wet capacity, graders or other material handling equipment.
4. “**Domestic Construction Equipment**” means any equipment or device designed and intended for use in a domestic construction purpose by homeowners, including

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- but not limited to air compressors not exceeding 8 gallons and 1.5hp, air tools in conjunction with compressor, any hand tool, battery operated tool or plug in tool, excavators (skid steer loaders, “bobcat” or equivalent) not exceeding 3 ton, TLB (tractors, loaders, backhoe) not exceeding 35hp, generators not exceeding 9200w, concrete mixers not exceeding 4 cu.ft of wet capacity, jack hammer not exceeding 35lbs.
5. **“Conveyance”** includes a vehicle and any other device employed to transport a person or persons or goods from place to place but does not include any such device or vehicle if operated only within the premises of a person.
 6. **“Council”** means the council of the Corporation of the Township of Wainfleet.
 7. **“For Hire”** shall mean the hiring a person or company to work on any Construction project using Construction Equipment.
 8. **“Highway”** means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for or used by the general public for passage of vehicles.
 9. **“Ministry or MOECC”** means Ministry of the Environment and Climate Change.
 10. **“Motor Vehicle”** means an automobile, motorcycle and any other vehicle propelled or driven otherwise than by muscular power; but does not include the cars of electric or steam railways, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the *Highway Traffic Act*.
 11. **“Motorized Conveyance”** means a conveyance propelled or driven otherwise than by muscular, gravitational or wind power.
 12. **“Municipality”** means the land within the geographical boundaries of the Township of Wainfleet.
 13. **“Noise”** means any sounds or vibrations that exceed the levels or times set out in this by-law.
 14. **“Officer”** means a By-law Enforcement Officer appointed by the Township of Wainfleet, a member of the Niagara Regional Police (NRP), Ontario Provincial Police (OPP), Royal Canadian Mounted Police (RCMP), Canadian National Police (CNP) or and other rail police, OSPCA Officer, and Ministry of Natural Resources Officer (MNR).
 15. **“Owner”** means an owner of land and / or a person in possession of land by way of leasing or renting the property and will include a person, firm, partnership, corporation, company, association or organization of any kind and its principal.

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16. **“Persistent”** means constantly repeated over a period of one half of an hour (30 mins).
17. **“Person”** includes a corporation, organization, association, partnership and the like.
18. **“Point of Reception”** shall mean point on the premises of a person where sound or vibration originating from other than those premises is received.

2) Exemptions

1. This by-law shall not apply to a Person who emits or causes or permits the emission of sounds or vibrations in connection with:
 - a. Snow removal equipment being used to remove snow.
 - b. Wind Turbines under normal operation.
 - c. The operation of any Authorized Vehicle.
 - d. Agricultural operations carried on as normal farm practices in accordance with the Farming and Food Production Protection Act, 1998, S.O. 1998, c.1, as amended;
 - e. The activities listed below:
 - a) Any celebration in commemoration of a Statutory Holiday,
 - b) Any celebration in commemoration of a Religious Holiday,
 - c) Remembrance Day Celebrations,
 - d) Any carnival or parade by a service club, recognized by Council,
 - e) Any supervised recreational activity recognized as such by Council,
 - f) Ringing of bells in connection with calling to worship or service by a recognized religious organization.

3) General Prohibitions

1. No Person shall at any time within the boundaries of the Township cause or permit to be caused any noise created by any of the acts set out below, which noise is clearly audible at a point of reception:
 - a) The sounding of any bell or horn, siren or other warning device on vehicle for unnecessary or unreasonable period of time, except in the operation of a vehicle in a normal and safe manner.

- b) The racing of any motorized conveyance other than in a racing event regulated by law.
- c) The operation of a motor vehicle in such a way that the tires squeal.
- d) The persistent sounding of any alarm, bell, horn or other warning device.
- e) The persistent barking, calling, whining or similar persistent noise caused by any domestic animal, livestock or exotic or dangerous prohibited animal that is audible at a point or reception at any time.
- f) The sound or noise from, or created by, any radio, television, record player, tape player, digital music source, amplifier, loud speaker, public address system, musical instrument or equipment, device or instrument that emits sound when the same is played or operated in such a manner or with such volume that it is clearly audible within a residential unit or commercial unit with the windows and doors closed, other than the one in which the sound originates.

4) Prohibitions By Time

- 1. No Person shall, within the boundaries of the municipality, cause or permit to be caused any noise resulting from any of the acts set out below, which noise is clearly audible at a point of reception:
 - a) The racing of any motorized conveyance when regulated by law between 21:00 hrs of one day and 09:00 hrs the following day or 10:00 am on Sundays and holidays.
 - b) Any shouting, yelling, hooting, whistling or signing which disturbs the peace, quiet, comfort or repose of any person in any residential unit between 23:00 hrs of one day to 07:00 hrs the following day or 10:00 hrs on Sundays and holidays.
 - c) The operation of any combustion engine which is used or intended for use in any lawn, yard or garden maintenance equipment between the hours of 21:00 hrs of one day and 07:00 hrs the following day or 10:00 hrs on Sundays and holidays.
 - d) The operation of For Hire Construction Equipment in connection with any Construction:
 - i. Between 21:00 hrs of one day to 07:00 hrs the following day; or
 - ii. on Sundays and holidays.
 - e) The operation of any Domestic Construction Equipment between 23:00 hrs to 07:00 hrs the following day or 10:00 hrs hrs on Sundays or holidays.

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- f) The operation of any motorized conveyance other than on a highway or other place intended for its operation between 21:00 hrs of one day to 07:00 hrs the following day or 10:00 hrs on Sundays or holidays.

5) Temporary Noise Exemption

1. Every Person who wishes to make a request for a temporary noise exemption shall file a Noise Exemption Application, attached hereto as Schedule "A" and forming part of this by-law, and shall submit it to the Committee of Adjustment at least 45 days prior to the event.
2. The Noise Exemption Application shall be deemed incomplete and will not be presented to the Committee of Adjustment for consideration if not submitted with all details completed on the prescribed Noise Exemption Application form and submitted 45 days prior to the event.
3. In deciding whether to grant the Noise Exemption, the Committee of Adjustment shall give the applicant and any Person wishing to address the application an opportunity to be heard and may consider such information before approving or denying the application.
4. The Committee of Adjustment may impose conditions it considers appropriate on a proposed event including but not limited to;
 - a. Type and volume of sounds that may be made;
 - b. Times during which sounds may be made;
 - c. Date of exemption and expiry date of exemption.
5. The Committee of Adjustment shall provide a decision in writing at least 7 days prior to the event. Such decision shall include grounds on why the event was approved or denied and include any conditions imposed upon approved events.
6. Upon approval of a Temporary Noise Exemption by the Committee of Adjustment, the applicant shall pay to the Township a \$300.00 Noise Exemption Deposit. Following the event and provided that no valid issues resulted from the event, including but not limited to garbage left around the property or public complaints of excessive noise, an officer shall direct that the Noise Exemption Deposit be refunded to the applicant. If an officer determines that any valid issues did result from the event, the \$300.00 Noise Exemption Deposit will be forfeited to the Township in its entirety.

6) Administration and Enforcement

1. Where an officer is satisfied that this by-law has been contravened, the officer may make an order requiring the Person who contravened the by-law, or who caused or

permitted the contravention, or the Owner of the land on which the contravention occurred, to discontinue the contravention.

2. The order shall include:
 - a) The municipal address of the property which the contravention occurred;
 - b) The time and date of the contravention;
 - c) The particulars of the contravention, including the section of the by-law referenced in relation to the contravention, and
 - d) A date by which compliance must be made with the order issued.
3. The order may be posted on site, hand delivered or served by regular or registered mail to the last known address of the Person or Owner. If served by mail, it shall be deemed served after 5 business days.
4. No Person shall contravene an order issued by an officer.

7) Offences and Penalties

1. Every Person who contravenes any of the provision of this By-law is guilty of an offence and, on conviction, is liable to a fine pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended.

8) Fees

1. The fees associated with the deposit will listed in the Township of Wainfleet Fees and Charges By-law that may be reviewed and amended annually.

9) Validity

1. Should a court of competent jurisdiction declare a part or whole of any provision of this by-law to be invalid or of no force and effect, the provision or part is deemed servable from this by-law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law so as to provide a minimum standard for noise control.

10) By-laws Repealed

1. That By-law 014-2001 and 022-2014 of The Corporation of Township of Wainfleet and any other amendments thereto are hereby repealed.

11) Enactment

1. This by-law shall come into force and take effect on the date of final passage.

BY-LAW READ A FIRST TIME THIS 14TH DAY OF AUGUST, 2018.

BY-LAW READ A SECOND TIME THIS 14TH DAY OF AUGUST, 2018.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF AUGUST, 2018.

A. Jeffs, MAYOR

W. Kolasa, CLERK

SCHEDULE "A"



Township of Wainfleet Noise By-law Exemption Application

Date Received: _____.

Next Available Committee of Adjustment Meeting: _____.

APPLICANTS INFORMATION		
Name		
Address		
Date of Event		
Type of Event		
Security Deposit	<input type="checkbox"/> Paid	<input type="checkbox"/> Forfeited <input type="checkbox"/> Refunded
Conditions		
Approved Date		
Denied Date		



April 09, 2021

Township of Wainfleet
31940 Highway 3
PO Box 40,
Wainfleet ON L0S 1V0

Dear Town Council Members,

As you may be aware, Avondale Food Stores operates a long-standing convenience store at 41986 Forkes Road in Wainfleet. The store offers a number of convenience and grocery items and is licensed as an LCBO agency store. Through the rules provided in the Retail Holiday Business Act, the store is granted the permission to open on certain prescribed holidays (listed below), and has always done so in the past. Accordingly, the LCBO agency items have also been granted permission to be sold on said holidays. For the first time this year, the LCBO has requested that all agency stores contact the respective municipality/townships and obtain a letter of approval, for sales of beverage alcohol on these days.

The permissible holidays under the Retail Business Holiday Act are as follows:

- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Family Day

Therefore, we are requesting a letter of acknowledgement from the Township of Wainfleet, to allow for the continuation of the sale of beverage alcohol on these holidays.

Thank you for your time and consideration.

James Moretti, CPA, CA
Chief Financial Officer
Avondale Stores Limited

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 012-2021

Being a By-law to amend By-law No. 010-2018,
being a By-law to Regulate Traffic and Parking
in the Township.

WHEREAS the Council of the Township of Wainfleet enacted By-law No.010-2018 on the 27th day of March, 2018, to regulate traffic and parking in the Township;

AND WHEREAS the said By-law No.010-2018 has been amended from time to time;

AND WHEREAS the Council of the Township of Wainfleet deems it necessary and appropriate to further amend By-law No.010-2018;

NOW THEREFORE the Council of the the Township of Wainfleet
HEREBY ENACTS AS FOLLOWS:

- 1) **THAT** the definitions of “The Highway Traffic Act”, “Park”, “Parking”, “Stand”, “Standing”, “Stop” and “Stopping” in section 2 of By-law No. 010-2018 be deleted and the following be substituted therefor:

“Highway Traffic Act” or **“HTA”** means the *Highway Traffic Act*, R.S.O. 1990, c. H.8.

“Park” or **“Parking”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

“Stand” or **“Standing”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the halting of a vehicle, whether occupied or not, except for the purpose of while actually engaged in receiving or discharging passengers.

“Stop” or **“Stopping”** has the same meaning as the *Highway Traffic Act*, namely, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with directions of a police officer or a traffic control sign or signal.

- 2) **THAT** section 2 of By-law No. 010-2018 be amended by adding the following definition:

“Residential Parking Permit” means a permit issued under section 4.15.2.2.

- 3) **THAT** section 4.8 of By-law No. 010-2018 be amended by adding the following:

4.8.2. No person shall Stop a vehicle in an Emergency Route at any time or for any purpose.

- 4) **THAT** section 4.9 of By-law No. 010-2018 be deleted and the following substituted therefor:

4.9 Stopping and Standing – Schedules “AA”, “AB” and “A1”

4.9.1. Where official signs are on display, no person shall Stop or Stand a vehicle or permit a vehicle to remain Stopped or Standing on any portion of a highway in contravention of Schedule “AA” (Stopping Prohibitions), Schedule “AB” (Standing Prohibitions) or Schedule “A1” (Stopping Prohibitions – Emergency Routes).

- 5) **THAT** section 4.10.1 of By-law No. 010-2018 be amended to read as follows:

4.10.1 For the purposes of this by-law, Stopping prohibitions, Standing prohibitions and Parking prohibitions, shall be regulated under Schedules “AA” “AB” “AC”, “A1” “A2” “A3” “A4” and “A5” and shall be enforced by one or more official signs identifying the applicable prohibition or prohibitions.

- 6) **THAT** Section 4.12.1.12 of By-law No. 010-2018 be repealed.

- 7) **THAT** section 4.13 of By-Law No. 010-2018 be deleted and the following substituted therefor:

4.13 Parking Prohibited – Schedules “AC”, “A2”, “A3”, “A4” and “A5”

4.13.1. Where official signs are on display, no person shall Park a vehicle or permit a vehicle to remain Parked on any portion of a highway in contravention of Schedule “AC” (Parking Prohibitions), Schedule “A2” (Parking Prohibitions – Municipally Owned Lands), Schedule “A3” (Parking Prohibitions – Designated Accessible Parking Area), Schedule “A4” (Parking Prohibitions – Angular Parking) or Schedule “A5” (Parking Prohibitions – Parking by Residential Parking Permit Only).

- 8) **THAT** section 4.15.2 of By-law No. 010-2018 be amended to read as follows:

- 4.15.2.1. No person shall Park a vehicle in an area designated for Permit Parking Only upon the highways or parts of the highways set out in Schedule “A5” without a valid Residential Parking Permit.
- 4.15.2.2. Residents of the Township are eligible to apply for and obtain up to four (4) Residential Parking Permits per municipal address.
- 4.15.2.3. All applications for a Residential Parking Permit shall be submitted to the Township using the prescribed form that is available from the Township and shall be accompanied by the application fee as set out in the Township’s Fees and Charges By-law and such other materials as may be required by the Township to confirm (i) that the applicant is a resident of the Township; and (ii) the municipal address to which the application relates.
- 4.15.2.4. A Residential Parking Permit shall be valid for use in all vehicles that are registered to persons who own or reside at the municipal address in

relation to which the Residential Parking Permit is issued and shall not be valid for use in any other vehicles.

- 4.15.2.5. A Residential Parking Permit shall expire on December 31st of the year in which it was issued.
- 4.15.2.6. Where a vehicle is parked pursuant to a Residential Parking Permit issued in accordance with this section, the Residential Parking Permit shall be displayed in the vehicle in a manner that is clearly visible from outside the vehicle.
- 4.15.2.7. Where a vehicle is parked in an area designated for Permit Parking Only without a Residential Parking Permit and/or without a Residential Parking Permit displayed in a manner that is clearly visible from outside the vehicle, the registered owner of the vehicle is guilty of an offence and is subject to penalty as set out in section 11 of this by-law.

9) **THAT** the Schedules to By-law No. 010-2018 be amended as follows:

- a. That Schedule "A" be deleted and Schedule "AA" (Stopping Prohibitions), Schedule "AB" (Standing Prohibitions) and Schedule "AC" (Parking Prohibitions), as attached to this by-law, be substituted therefor;
- b. That Schedule "A1" be deleted and Schedule "A1" (Parking Prohibitions Emergency Route) be substituted therefor; and
- c. That Schedule "A5" (Parking by Residential Parking Permit Only), as attached to this by-law, be added.

10) **THAT** this by-law shall come into force and take effect on the date of final passage thereof.

BY-LAW READ AND PASSED THIS 20TH DAY OF APRIL, 2021

K. Gibson, MAYOR

W. Kolasa, CLERK

SCHEDULE “AA of By-law 010-2018”

Schedule “AA” Stopping Prohibitions

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Augustine Road	Both Sides	From Lakeshore Road to Lakeshore Road	All Times / Everyday
Quarry Road	West Side	From Lakeshore Road to a point 235 metres North of Lakeshore Road.	All Times / Everyday
Quarry Road	West Side	From a point 280 metres North of Lakeshore Road to Highway 3.	All Times / Everyday
Quarry Road	East Side	From Lakeshore Road to a point of 240 metres North of Lakeshore Road.	All Times / Everyday
Quarry Road	East Side	From Lakeshore Road to a point of 275 metres North of Lakeshore Road to Highway 3.	All Times / Everyday

SCHEDULE "AB" of By-law 010-2018

Schedule "AB"
Standing Prohibitions

Column 1
Highway

Column 2
Side

Column 3
From / To

Column 4
Times / Days

SCHEDULE "AC" of By-law 010-2018

**Schedule “AC”
Parking Prohibitions**

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Lakeshore Road	South Side	Cement Rd to Side Rd #32	All Times / Everyday
Lakeshore Road	North Side	Cement Rd to a point 30 metres past Quarry Road.	All Times / Everyday
Lakeshore Road	North Side	From a point 50 metres past Quarry Road to Side Road #32.	All Times / Everyday
Bellevue Beach Rd	Both Sides	From Lakeshore Rd to its Southerly limits	All Times / Everyday
Walnut Hill Road	Both Sides	From Regional Road 3 to Augustine Road	All Times / Everyday
Slater Boulevard	Both Sides	From Walnut Hill Road to Augustine Road	All Times / Everyday
Hock Road	Both Sides	From Walnut Hill Road to Sandel Road	All Times / Everyday
Sandel Road	Both Sides	From Hock Road to Regional Road 3	All Times / Everyday
Erie Street	Both Sides	From Regional Road 3 to Gallinger Road	All Times / Everyday
Gallinger Road	Both Sides	From Brawn Rd to Dead End	All Times / Everyday
Tunnacliffe Road N	Both Sides	From Regional Road 27 to a point 70 metres South of Regional Road 27.	All Times / Everyday
Brawn Road	East Side	Regional Road 3 Road to Gord Harry Trail	All Times / Everyday
Brawn Road	West Side	Regional Road 3 to a point of 180 metres North of Regional Road 3.	All Times / Everyday

SCHEDULE “A5” of By-law 010-2018

Schedule “A5”

Parking Prohibitions – Parking by Residential Parking Permit Only

<u>Column 1</u> Highway / Location	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times / Days
Brawn Road	West Side	From a point of 180 metres North of Regional Road 3 to Gord Harry Trail.	All Times / Everyday
Lakeshore Road	North Side	From a point 30 metres West of Quarry Road To a point 50 metres West of Quarry Road.	All Times / Everyday

SCHEDULE “A1” of By-law 010-2018

Schedule "A1"**Stopping Prohibitions – Emergency Routes**

<u>Column 1</u> Highway	<u>Column 2</u> Side	<u>Column 3</u> From / To	<u>Column 4</u> Times /Day
Quarry Rd	West Side	From a point of 240 metres North of Lakeshore Road to a point 275 metres North of Lakeshore Road.	All Times / Everyday
Side Road 18	Both Sides	Lakeshore Rd to Lake Erie	All Times/Every Day
Bellevue Beach Rd	Both Sides	Beach Rd E to Lake Erie	All times/Every Day
Minor Rd	Both Sides	Lakeshore Rd to Lake Erie	All times/Every Day
Daley Ditch Rd	Both Sides	Lakeshore Rd to Lake Erie	All times/Every Day
Park St	South Side	From a point 147 metres West of Sugarloaf Street to a point of 174 metres west of Sugarloaf Street.	All times/Every Day

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 013-2021

Being a by-law to amend By-law No. 020-2014, being a By-law to establish a System for Administrative Penalties respecting the stopping, standing and parking of vehicles.

WHEREAS the Council of the Township of Wainfleet enacted By-law No. 020-2014 on the 27th day of May, 2014, to establish an administrative penalty system for offences associated with the stopping, standing and parking of vehicles;

AND WHEREAS the said By-law No. 020-2014 has been amended from time to time;

AND WHEREAS the Council of the Township of Wainfleet deems it necessary and appropriate to further amend By-law No. 020-2014;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

- 1) **THAT** Schedule "A", attached hereto and forming part of this By-law, is hereby appended as Schedule "A" to By-law No. 020-2014, as amended.
- 2) **THAT** this By-law shall come into force and take effect on the date of final passage thereof.

BY-LAW READ AND PASSED THIS 20TH DAY OF APRIL, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

Schedule "A" to By-law No. 020-2014, as amended
Short Form Wording and Administrative Penalties.

Item	COLUMN 1 Designated Provisions	COLUMN 2 Short Form Wording	COLUMN 3 Administrative Penalty
1.	4.1.1.1	(Stop/Stand/Park) facing wrong way	\$100.00
2.	4.1.1.2	(Stop/Stand/Park) too far from edge of road	\$30.00
3.	4.1.1.3	(Stop/Stand/Park) too far from edge of shoulder	\$30.00
4.	4.2.1	(Stop/Stand/Park) facing wrong way on left side of one-way highway	\$30.00
5.	4.2.1.2	(Stop/Stand/Park) too far from left edge of a one-way highway	\$30.00
6.	4.1.1.3	(Stop/Stand/Park) too far from edge of shoulder	\$30.00
7.	4.3.1	(Stop/Stand/Park) not within designated space	\$30.00
8.	4.4.1	Park (oversize/commercial vehicle/trailer) in a residential zone	\$30.00
9.	4.5.1	(Stop/Stand/Park) on a Shoulder or Boulevard	\$30.00
10.	4.6.1	Double (stopping/standing/parking)	\$100.00
11.	4.7.1.1	(Stop/Stand) on sidewalk	\$30.00
12.	4.7.1.2	(Stop/Stand) in intersection or crosswalk	\$30.00
13.	4.7.1.3	(Stop/Stand) so as to impede traffic	\$100.00
14.	4.7.1.4	(Stop/Stand) (on/near) a bridge	\$100.00
15.	4.8.1.1	(Stop/Stand) within 15m of an Intersection	\$30.00
16.	4.8.1.2	(Stop/Stand) within 60m of intersection controlled by traffic signal	\$30.00
17.	4.8.1.3	(Stop/Stand) within 30m of a school crossing	\$30.00
18.	4.8.2	Stop in an Emergency Route	\$175.00
19.	4.9.1	Stop where prohibited by sign	\$100.00
20.	4.11.1.1	Park within 10m of intersection	\$30.00
21.	4.11.1.2	Park on an inner or outer boulevard	\$30.00
22.	4.11.1.3	Park obstructing (lane/driveway)	\$30.00
23.	4.11.1.4	Park for displaying vehicle for sale	\$30.00
24.	4.11.1.5	Park for (servicing/repair) unless necessitated by emergency	\$30.00

25.	4.11.1.6	Park for longer than 12 hours	\$30.00
26.	4.11.1.7	Park as to interfere with street cleaning or grading	\$50.00
27.	4.11.1.8	Park as to interfere with snow removal operations	\$50.00
28.	4.11.1.9	Park on roadway without valid plates	\$30.00
29.	4.11.2	Park at (cemetery/facility) without authorization	\$30.00
30.	4.11.3	Park on (highway/parking lot/cemetery/facility) for camping without authorization	\$30.00
31.	4.12.1.1	Park within 8m of main entrance of designated building	\$30.00
32.	4.12.1.2	Park within 22m of an intersection	\$30.00
33.	4.12.1.3	Park within 60m of a signaled intersection	\$30.00
34.	4.12.1.4	Park near fire hall where prohibited	\$30.00
35.	4.12.1.5	Park on narrow roadway where prohibited by sign	\$30.00
36.	4.12.1.6	Park within 30m of a school crosswalk	\$30.00
37.	4.12.1.7	Park so as to interfere with funeral procession	\$30.00
38.	4.12.1.8	Park within 15m of the termination of dead end roadway	\$30.00
39.	4.12.1.9	Park adjacent to school when prohibited	\$30.00
40.	4.12.1.10	Park adjacent to school when prohibited	\$30.00
41.	4.12.1.11	Park where parking temporarily prohibited	\$30.00
42.	4.12.1.13	Park in Accessible space without visible permit	\$300.00
43.	4.12.1.14	Park in the Complex	\$30.00
44.	4.12.1.15	Park on Reefs Bay Beach	\$50.00
45.	4.13.1	Park where prohibited by sign	\$100.00
46.	4.13.2.1	(Stop/Stand/Park) not angular to the road	\$100.00
47.	4.14.1	(Stop/Stand/Park) (trailer/oversized/commercial motor vehicle) where prohibited	\$30.00
48.	4.15.2.1	Park without valid permit visible	\$125.00
49.	4.16.1	(Stop/Stand/ Park) where prohibited - public vehicle school bus stop zone	\$30.00

**THE CORPORATION OF THE
TOWNSHIP OF WAINFLEET**

BY-LAW NO. 014-2021

Being a by-law to appoint a Municipal By-law Enforcement Officer for the Corporation of the Township of Wainfleet.

WHEREAS authority is granted pursuant to Section 15 of the *Police Services Act, R.S.O. 1990, Chapter P. 15*, as amended, to municipal councils to appoint persons to enforce the by-laws of the municipality who shall be peace officers for the purpose of enforcing municipal by-laws;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Zoe Forsyth is hereby appointed as Municipal By-law Enforcement Officer for the Corporation of the Township of Wainfleet.
2. **THAT** the said Municipal By-law Enforcement Officer shall be responsible for the enforcement of all by-laws passed by the Council of the Corporation of the Township of Wainfleet.
3. **THAT** this by-law shall come into force and take effect on the date of the final passing thereof.

BY-LAW READ AND PASSED THIS 20TH DAY OF APRIL, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

BY-LAW NO. 015-2021

Being a by-law to adopt, ratify and confirm the proceedings of the Council of the Corporation of the Township of Wainfleet at its meeting held April 20, 2021.

WHEREAS Subsection 5 (1) of the *Municipal Act, 2001*, S.O. 2001, Chapter M.25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS section 5 (3) of the *Municipal Act 2001*, S.O. 2001, Chapter M.25, as amended, provides that, except if otherwise authorized, the powers of Council shall be exercised by by-law;

AND WHEREAS it is deemed desirable and expedient that the actions of the Council as herein set forth be adopted, ratified and confirmed by by-law;

NOW THEREFORE the Council of the Corporation of the Township of Wainfleet **HEREBY ENACTS AS FOLLOWS:**

1. (a) The actions of the Council at its meeting held April 20, 2021, including all resolutions or motions approved, are hereby adopted, ratified and confirmed as if they were expressly embodied in this by-law.

(b) The above-mentioned actions shall not include:
 - (i) any actions required by law to be taken by resolution, or
 - (ii) any actions for which prior Ontario Municipal Board approval is required, until such approval is obtained.
2. The Mayor and proper officials of the Corporation of the Township of Wainfleet are hereby authorized and directed to do all things necessary to give effect to the above-mentioned actions and to obtain approvals where required.
3. Unless otherwise provided, the Mayor and Clerk are hereby authorized and directed to execute and the Clerk to affix the seal of the corporation of the Township of Wainfleet to all documents necessary to give effect to the above-mentioned actions.
4. This by-law shall come into force on the day upon which it is passed.

BY-LAW READ AND PASSED THIS 20TH DAY OF APRIL, 2021

K. Gibson, MAYOR

M. Ciuffetelli, DEPUTY CLERK