

Vision: *The City of Greater Sudbury is a growing, world-class community bringing talent, technology and a great northern lifestyle together.*



Agenda

Operations Committee

meeting to be held

Monday, May 14th, 2012

at 5:30 pm

Tom Davies Square

OPERATIONS COMMITTEE AGENDA

Operations Committee Meeting
Monday, May 14, 2012
Tom Davies Square

COUNCILLOR JACQUES BARBEAU, CHAIR

Claude Berthiaume, Vice-Chair

5:30 p.m. OPERATIONS COMMITTEE MEETING
COMMITTEE ROOM C-11

Council and Committee Meetings are accessible. For more information regarding accessibility,
please call 3-1-1 or email clerks@greatersudbury.ca.

DECLARATIONS OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF

PRESENTATIONS

1. Traffic Signals Presentation
(ELECTRONIC PRESENTATION) (FOR INFORMATION ONLY)
 - David Shelsted, Director of Roads and Transportation Services
(Presentation to Committee for their information.)

2. Report dated April 30, 2012 from the General Manager of Infrastructure Services regarding Transit & Fleet Organizational/Operational Review. **7 - 12**
(ELECTRONIC PRESENTATION) (RECOMMENDATION PREPARED)

- Roger Sauvé, Director of Transit & Fleet Services
- Chris Prentice, Senior Associate, IBI Group

(IBI GROUP TRANSIT AND FLEET SERVICES ORGANIZATIONAL/OPERATIONAL REVIEW REPORT UNDER SEPARATE COVER)

(This report provides detailed findings and outcomes of the Transit & Fleet Organizational/Operational Review conducted by IBI Consultants.)

CONSENT AGENDA

(For the purpose of convenience and for expediting meetings, matters of business of repetitive or routine nature are included in the Consent Agenda, and all such matters of business contained in the Consent Agenda are voted on collectively.

A particular matter of business may be singled out from the Consent Agenda for debate or for a separate vote upon the request of any Councillor. In the case of a separate vote, the excluded matter of business is severed from the Consent Agenda, and only the remaining matters of business contained in the Consent Agenda are voted on collectively.

Each and every matter of business contained in the Consent Agenda is recorded separately in the minutes of the meeting.)

CORRESPONDENCE FOR INFORMATION ONLY

- C-1. Report dated May 2, 2012 from the General Manager of Infrastructure Services regarding Winter Control Operations Update - March 2012. **13 - 15**
(FOR INFORMATION ONLY)

(This report provides information on the updated projected financial results of the 2012 Winter Control Operations, up to and including March 2012.)

REGULAR AGENDA

MANAGERS' REPORTS

- R-1. Report dated May 4, 2012 from the General Manager of Infrastructure Services regarding Mutual Aid and Assistance Agreement for an Ontario Water / Wastewater Agency Response Network. **16 - 31**
(RECOMMENDATION PREPARED)

(This report informs the Committee of Ontario's new Water / Wastewater Agency Response Network (OnWARN) and seeks direction with regard to CGS participation.)

- R-2. Report dated May 1, 2012 from the General Manager of Infrastructure Services regarding On-Street Parking - Brookside Road, Chelmsford. **32 - 34**
(RECOMMENDATION PREPARED)

(The City's Traffic and Transportation Engineering Services Section was informed by the Compliance and Enforcement Services Section that "No Parking" signs posted on Brookside Road did not have a by-law to support them. This report recommends that the Traffic and Parking By-Law 2010-1 be amended to legalize the posted parking prohibitions.)

- R-3. Report dated May 1, 2012 from the General Manager of Infrastructure Services regarding Parking Meter Zones - Froot Road and Durham Street. **35 - 38**
(RECOMMENDATION PREPARED)

(While reviewing the number of on-street parking spaces that could be added to Beech Street, staff discovered that additional spaces could be provided on Froot Road and Durham Street. This report recommends the installation of additional parking meters on Froot Road and Durham Street.)

MOTIONS

- R-4. **Request for Direct Transit Service to Canada Revenue Agency**

As presented by Councillor Berthiaume:

WHEREAS, at its meeting of June 15th, 2011, Council received a Petition requesting increased bus services from Levack, Onaping, Dowling, Chelmsford & Azilda direct to the Canada Revenue Agency in Sudbury;

AND WHEREAS the Canada Revenue Agency employs a large number of residents from across the City of Greater Sudbury;

AND WHEREAS the City of Greater Sudbury Council's goal is to increase transit ridership in an effort to reduce greenhouse gas emissions;

AND WHEREAS direct, dedicated bus service to sites such as the Canada Revenue Agency should increase transit ridership and reduce the number of cars on the roads;

THEREFORE BE IT RESOLVED that staff be directed to investigate options for direct, dedicated transit service from Levack, Onaping, Dowling, Chelmsford & Azilda to the Canada Revenue Agency office situated at the corner of Lasalle Boulevard and Notre-Dame Avenue in Greater Sudbury, and to present those options to the Operations Committee at its meeting of September 10th, 2012.)

R-5. Request for Financial Assistance Program to Minimize Creek Bank Erosion to Private Properties

As presented by Councillor Dutrisac:

WHEREAS private properties along certain bodies of water are experiencing distress caused by the natural flow and related creek bank erosion;

AND WHEREAS, due to Provincial government funding reductions, the Nickel District Conservation Authority no longer offers a grant program to assist private property owners to stabilize the banks of natural water bodies along their properties to minimize erosion and loss of property and related infrastructure;

AND WHEREAS private property owners face tremendous and often unaffordable financial burdens in an effort to stabilize the banks of natural water bodies along their properties to minimize erosion and loss of property and related infrastructure;

THEREFORE BE IT RESOLVED THAT the City of Greater Sudbury direct staff to investigate options to financially assist private property owners with their efforts to stabilize the banks of natural water bodies along their properties, to minimize erosion and loss of property and related infrastructure, and to present those options to the Operations Committee at its September 10th, 2012 meeting.

ADDENDUM

CIVIC PETITIONS

QUESTION PERIOD AND ANNOUNCEMENTS

NOTICES OF MOTION

ADJOURNMENT

(Two-thirds majority required to proceed past 8:30 p.m.)

BRIGITTE SOBUSH, DEPUTY CITY CLERK

FRANCA BORTOLUSSI, COMMITTEE SECRETARY

Request for Decision

Transit & Fleet Organizational/Operational Review

Presented To:	Operations Committee
Presented:	Monday, May 14, 2012
Report Date	Monday, Apr 30, 2012
Type:	Presentations

Recommendation

That the Operations Committee receive and review the report prepared by IBI Group titled "Transit and Fleet Organizational/Operational Review", dated May 2012, and report back to Council as appropriate with recommendations for implementation.

Finance Implications

Staff will be returning to the Operations Committee with proposals relating to the Organizational/Operational Review and will provide financial implications at that time.

Background

On August 8, 2011, Council requested that an operational review of the newly merged Transit and Fleet Division be completed and implemented in conjunction with the formation of the new Transit and Fleet Maintenance Facility to be located at 1160 Lorne Street.

The main objectives/tasks of the Organizational/Operational review as outlined in the RFP dated October 6, 2011 are as follows:

- Review the auditor's report and respond to key findings
- Review all job descriptions (approximately 37 jobs) and duties within transit and fleet
- Review the functions within transit and fleet and confirm responsibilities in line with departmental mandates
- Review organizational structure
- Review reporting relationships and staffing levels in line with department objectives and responsibilities, confirm ability of departments to meet mandates, identify required changes and staffing to meet department objectives
- Recommend best way of merging all functions and duties within the newly consolidated transit and fleet sections in an effective/efficient manner
- Identify options necessary to optimize required relationships, staffing levels, procedures and performance measures for a new integrated division
- Define, confirm departmental objectives and priorities

Signed By

Report Prepared By

Roger Sauvé
Director of Transit & Fleet Services
Digitally Signed Apr 30, 12

Recommended by the Department

Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed Apr 30, 12

Recommended by the C.A.O.

Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 1, 12

- Interview key personnel to review and confirm position descriptions
- Review vehicle maintenance functions including vehicle servicing, stock keeping and purchasing processes
- Identify optimum organization structure, functional alignment and staffing levels for an integrated division
- Present final report to Operations Committee and Council

The IBI Group was the successful proponent to the RFP dated October 6, 2011 and have completed the report titled "Transit & Fleet Organizational/Operation Review" dated May 2012. This report provides key conclusions, proposes a new organizational structure and identifies staffing levels required to implement their recommendations.

Therefore it is recommended that the Operations Committee receive and review the report prepared by IBI Group entitled "Transit and Fleet Organizational/Operational Review", dated May 2012, and report back to Council as appropriate with recommendations for implementation.

The report prepared by IBI Group entitled "Transit and Fleet Organizational/Operational Review", dated May 2012 is under separate cover. The Executive Summary is attached.

**CITY OF SUDBURY
TRANSIT AND FLEET SERVICES ORGANIZATIONAL/OPERATIONAL REVIEW**

EXECUTIVE SUMMARY

Background/Study Purpose

City Council directed that an operational and organizational review of the newly created Transit and Fleet Services Division be undertaken as a result of a report by the Auditor General. The City also decided to merge the City vehicle and transit vehicle fleet maintenance sections under the Transit and Fleet Services Division. This report presents the results of the operational and organizational review and provides recommendations for effectively integrating the Fleet and Transit vehicle maintenance sections as well as for more effectively delivering services by the Division.

Work Plan

The work plan for this assignment involved the following activities:

- Review of the organization structure, key position descriptions and staffing levels;
- Interviews with key personnel and the CUPE Executive;
- Site visits to the transit facilities and fleet yards;
- Review of work plans, management procedures, vehicle and facility maintenance practices and performance measures;
- Peer review of transit and fleet divisions in other municipalities to identify staffing levels and organization best practices;
- Review of the Auditor General's report comments relative to the transit organization.

The operation and organization were assessed against the principles of:

- Clarity of organization structure and reporting relationships;
- Alignment with Division functions and service delivery;
- Scope of individual position descriptions and emphasis on core responsibilities of the position and Division;
- Use of performance measurement data and information technology
- Staffing levels to fulfill the needs of the organization; and
- Staffing levels to meet public responsibility/commitment.

Conclusions

The review produced the following key conclusions:

- In comparison to its peers and industry practices, Sudbury's transit system performs cost-effectively with minimum levels of staff and employs some innovative operating practices to minimize operating costs;
- Organizationally, key personnel have a wide range of responsibilities but this diversity detracts from their ability to perform their core functions;
- The organization should be re-structured to focus on the core functions of administration,

operations and vehicle and facilities maintenance;

- Additional resources are required in the areas of operations, vehicle maintenance and finance;
- There is no on-road supervision of the transit system. On-road supervision should be provided both to minimize risk to the corporation in the event of passenger incidents or vehicular accidents as well as to more effectively manage the workforce, provide support to staff, respond to customer needs and ensure that service commitments are being consistently met;
- There is no bus operator spareboard to ensure service continuity in the event of service issues or employee absences;
- Extensive and routine clerical functions in the operations section are being handled by supervisory staff which detracts from their ability to fulfill their core responsibilities;
- The vehicle maintenance schedule should be revised to increase the frequency of vehicle maintenance and an on-going quality control (audit) program be introduced both to ensure vehicles are maintained to high standards and to protect the interests of the municipality;
- The current Information Technology systems should be enhanced to reduce work duplication in the areas of timekeeping and vehicle maintenance and to assist in preparing suitable reports for monitoring transit system performance;
- Performance measures and a benchmarking methodology should be implemented. The statistical data collected by the Division and used for CUTA and provincial reports can be utilized to establish relevant performance measures and benchmarks; and
- The issues identified in the Auditor General's report relating to Parts Inventory, the Commercial Vehicle Operator Record (CVOR) and Work Orders, Ridership Growth and Route Analysis, and Management of Customer Feedback are addressed in the report recommendations.

Organization Structure and Staffing Levels

Changes to the organization structure and staffing levels are required to improve the effectiveness of the organization. The recommended organization structure, illustrated in Exhibit 6.1, is based on the following principles:

- A focus on the core functions of administration, operations and vehicle and facilities maintenance;
- Minimizing the number of positions reporting directly to the Director of Transit and Fleet Services;
- Grouping of related functions under a single functional lead;
- Emphasis on the important function within transit operations of managing the

performance of the bus operators and on-street operations; and

- A consolidated approach to transit and city fleet vehicle maintenance.

To meet the organizational objectives and address the identified deficiencies, the staffing level within the Transit and Fleet Services Division should be increased by five positions in the areas of administration, operations (on-road supervision and clerical support), vehicle maintenance and fleet supervision.

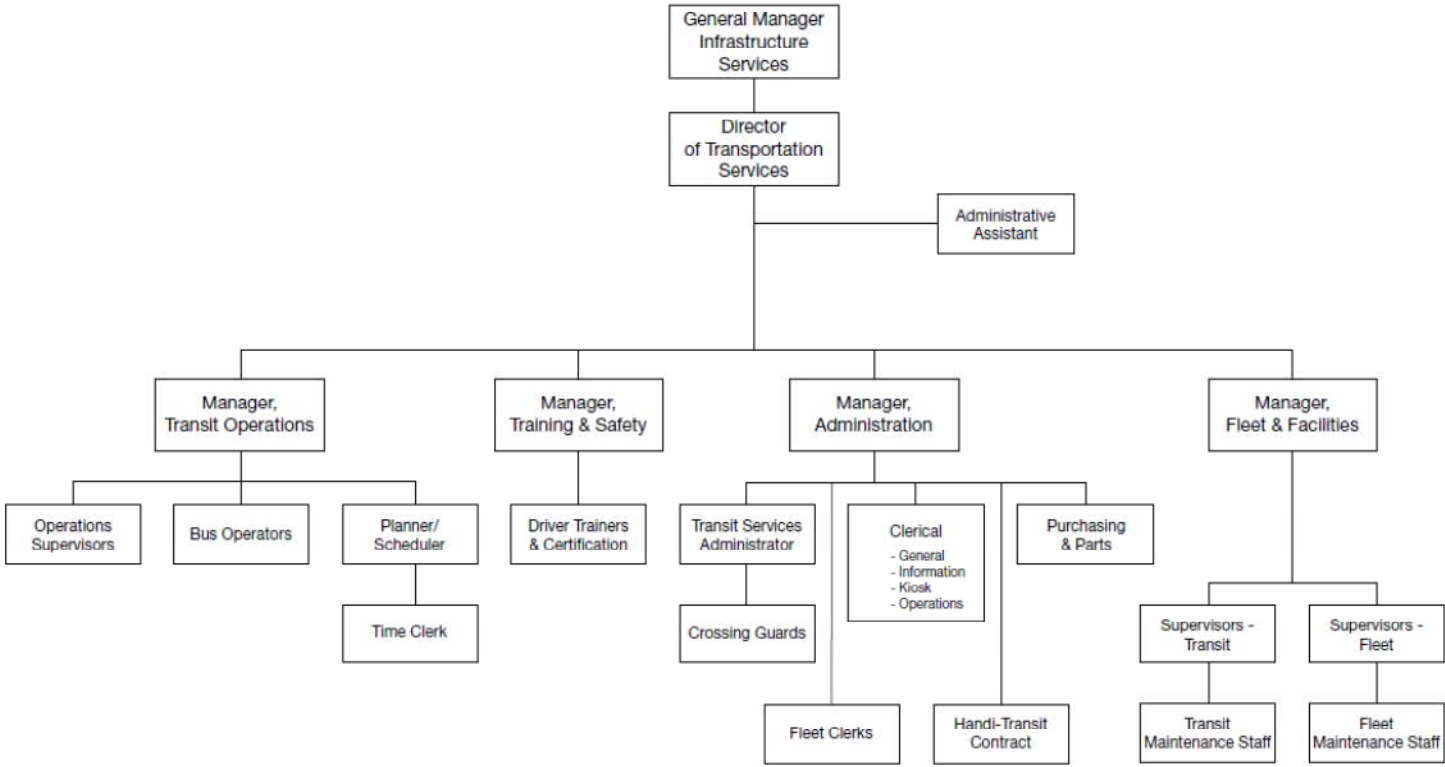
It is to be noted that there is currently a critical staff shortage within the Division in existing positions which need to be filled immediately separate from the above noted additional resources.

Recommendations

Based on the findings and conclusions of the operational and organizational review of the City's Transit and Fleet Services Division of the Infrastructure Services Department, it is recommended that:

1. The organization structure illustrated in Exhibit 6.1 be adopted;
2. The transit and City vehicle fleet maintenance functions be merged into one section with the section responsibilities to include both vehicle and facility maintenance under a "Manager, Fleet & Facilities" reporting directly to the Director of Transportation Services;
3. Five staff be added to effectively implement the organization structure and operational improvements in the areas of administration, operations and fleet maintenance;
4. The revised transit vehicle maintenance and cleaning programs identified in the report be implemented including implementation of a quality assurance audit process;
5. An enhanced budget for staff training be included within the annual operating budget for vehicle maintenance and transit operations staff;
6. Additional employee resources be provided during the organizational transition period, particularly in the vehicle maintenance section, to assist in implementing the organizational and operational changes;
7. Assistance to the Division and fleet maintenance staff be provided to implement the recommended preventative maintenance program and quality assurance audit process;
8. Performance measures and benchmarks be utilized to measure and improve the performance of the Transit and Fleet Services Division.

Exhibit 6.1: Recommended Organization Structure



For Information Only

Winter Control Operations Update - March 2012

Presented To:	Operations Committee
Presented:	Monday, May 14, 2012
Report Date	Wednesday, May 02, 2012
Type:	Correspondence for Information Only

Recommendation

For Information Only

Background

See Attached.

Signed By

Report Prepared By

Shawn Turner
Manager of Financial & Support
Services
Digitally Signed May 2, 12

Division Review

David Shelsted, MBA, P.Eng.
Director of Roads & Transportation
Services
Digitally Signed May 2, 12

Recommended by the Department

Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed May 2, 12

Recommended by the C.A.O.

Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 2, 12

BACKGROUND

This report provides the projected financial results of the 2012 winter roads operations up to and including March 2012. The projected result for the month of March is a \$600,000 under expenditure as shown in Table 1. For the first three months of 2012 the projected result is a \$450,000 under expenditure. Certain estimates were necessary to account for outstanding invoices.

Table 1
2012 Winter Control Summary
For the Month Ending: March 31, 2012

	Annual Budget	March			2012 YTD		
		Budget	Actual	Variance	Budget	Actual	Variance
Administration & Supervision	2,081,259	352,430	355,405	(2,975)	1,041,860	1,043,895	(2,035)
Sanding/Salting/Plowing	6,065,348	1,019,116	600,982	418,134	3,494,616	3,653,837	(159,221)
Snow Removal	929,486	202,588	67,509	135,079	769,576	276,422	493,154
Sidewalk Maintenance	834,440	133,510	94,843	38,667	509,007	523,504	(14,497)
Winter Ditching/Spring Cleanup	1,448,650	413,549	368,394	45,155	641,891	473,535	168,356
Miscellaneous Winter Roads	3,814,025	639,641	662,357	(22,716)	1,674,184	1,708,883	(34,699)
Totals	15,173,208	2,760,834	2,149,490	611,344	8,131,134	7,680,076	451,058

March Winter Control Activities

As shown in Table 2 below, the City received 45 centimetres of or 116 percent of the average March snowfall. One storm produced 38 centimetres or 83 percent of the total snowfall for March. This resulted in a monthly under expenditure of approximately \$600,000, as a result of positive variances in Sanding/Salting/Plowing, and Snow Removal.

TABLE 2
2012 Snowfall

	Jan.	Feb.	Mar.	Apr.	Nov.	Dec.	Total
Normal 30 year avg. (cm)	64	50	39	18	32	64	267
2012 Actual (cm)	98	42	45				
% of Actual to Normal	153	84	116				

Year to Date Winter Control Activities

During the first three months of 2012, the city realized under expenditures of approximately \$500,000 in Snow Removal and \$170,000 in Winter Ditching/ Spring Cleanup. This is partially offset by a \$160,000 over expenditure in Sanding/Salting/Plowing and culminated in an under expenditure of \$450,000 to the end of March.

Summary

In summary, winter control operations in the month of March resulted in an under expenditure of approximately \$600,000. For the first three months of 2012, winter control operations are under budget by approximately \$450,000 or 5.5 percent of the year to date budget.

Presented To:	Operations Committee
Presented:	Monday, May 14, 2012
Report Date	Friday, May 04, 2012
Type:	Managers' Reports

Request for Decision

Mutual Aid and Assistance Agreement for an Ontario Water / Wastewater Agency Response Network

Recommendation

THAT the Water/Wastewater Services report dated May 4, 2012 entitled Mutual Aid and Assistance Agreement for a Ontario Water / Wastewater Agency Response Network ("Agreement") be received; AND THAT Council authorize staff to execute the Agreement, including future amendments, with the Ontario Water / Wastewater Agency Response Network (OnWARN), subject to the satisfaction of the General Manager of Infrastructure Services and the City Solicitor.

Finance Implications

There is no cost to join the OnWARN program. However, if an emergency event were to occur where CGS provides resources to another OnWARN member agency, the Agreement provides the means to recuperate the costs associated with providing mutual aid to partner utilities. Similarly, if circumstances arise where CGS accesses resources from another agency it would give rise to an unbudgeted expenditure.

Signed By

Report Prepared By

Paul Javor
Water/Wastewater Operations
Engineer
Digitally Signed May 4, 12

Division Review

Nick Benkovich
Director of Water/Wastewater Services
Digitally Signed May 4, 12

Recommended by the Department

Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed May 4, 12

Recommended by the C.A.O.

Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 9, 12

INTRODUCTION

The Ontario Water / Wastewater Agency Response Network ("OnWARN") is a voluntary network of utilities helping other utilities to respond to and recover from emergencies. It matches specialized water/wastewater utility resources to specific needs during an emergency to aid in quickly locating emergency equipment and trained personnel.

This report informs Council of Ontario's new Water / Wastewater Agency Response Network (OnWARN) and to seek Council's endorsement regarding next steps.

BACKGROUND

Recent weather trends and other concerns have prompted utilities to focus more closely on emergency preparedness. In the last decade, various water/wastewater agency response network (WARN) programs have been implemented or are being developed in each state of the United States of America (USA), as well as the Province of Alberta. The program is premised on the principle of “*Utilities helping Utilities*”, and designed as a type of voluntary mutual-aid between water and wastewater utilities in a region. The program is being coordinated in the USA through the American Water Works Association (AWWA). The objective is to provide rapid, short-term deployment of emergency services to restore critical operations of the affected water or wastewater utility.

Many municipalities in Ontario have specific mutual aid agreements between them and a neighbouring municipality for firefighting assistance, and there may be an informal “understanding” that a municipal water or wastewater utility could call upon its neighbouring utility for assistance. In recent years, concern has been raised with respect to this informal practice with regard to liability, legal and regulatory requirements, and Workplace Safety and Insurance Board (WSIB) requirements. The OnWARN program establishes a legal framework where any subscribing utility can call upon the assistance of other subscribing utilities, with the response being provided within the context of a blanket “mutual aid” type of agreement. The blanket agreement would cover all aspects of legal liability, availability of response and the provision of services, and health and safety requirements, to name a few.

A “Frequently-asked-Questions” fact sheet, developed by the American Water Works Association is attached to this report as **Appendix 'A'** for Council’s information and reference.

BENEFITS OF ONWARN

The following potential benefits have been identified as to participation in the OnWARN program:

- The initiative supports internal CGS efforts and voluntary Federal and Provincial programs aimed at strengthening emergency preparedness and resiliency of Canada’s critical infrastructure. The establishment of an Ontario Water/Wastewater Agency Response Network (OnWARN) is encouraged by the Ministry of Environment, Emergency Measures Ontario and Environment Canada as well as the industry associations such as the Ontario Municipal Water Association, Ontario Water Works Association, and the Water Environment Association.
- Establishment of a standard mutual aid agreement with other water and wastewater partners will help utilities to better predict, track and recover costs associated with providing and receiving mutual aid.
- The program establishes agreements and protocols in advance of a situation to provide access to resources and knowledgeable personnel in water & wastewater systems through its mutual aid and assistance agreement; that doesn’t require the declaration of an emergency.
- An OnWARN program would provide an additional forum for municipal water and wastewater utilities to network, and share operational and emergency preparedness information with other utilities. There is an opportunity to work collaboratively, share information and pool resources in the area of emergency planning, as well as the opportunity to develop and participate in joint training sessions and exercises.

Note: OnWarn is not intended to influence or alter collective bargaining processes and does not recognize labour disruptions as an event under the program.

Recognizing the significant benefits of joining OnWARN and improving emergency preparedness for the City's Water and Wastewater Services, staff are seeking Council's authorization to execute an Agreement (see **Appendix 'B'**), including future amendments, with the Ontario Water / Wastewater Agency Response Network (OnWARN), subject to the satisfaction of the General Manager of Infrastructure Services and the City Solicitor.

COMMUNICATIONS

Through its Summary Reports to Council, Water/Wastewater Services will provide updates regarding its participation in OnWARN.

**Mutual Aid and Assistance Agreement for an
Ontario Water/Wastewater Agency Response Network (OnWARN)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into by public and private water and wastewater utilities, owners and operating authorities in Ontario ("Utilities"), that have, by executing this Agreement, manifested their intent to participate in an Ontario program for water/wastewater mutual aid and assistance ("Mutual Aid and Assistance Program").

Statutory Authority for Municipal Utilities – This Agreement is authorized under Section 20 of the Ontario Municipal Act, 2001 which provides that Municipal Utilities may contract with each other to provide services.

**ARTICLE I.
PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory Utilities hereby establish the Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

**ARTICLE II.
DEFINITIONS**

- A. Authorized Official – An employee or officer of a Member who is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance; or
 4. Withdraw assistance under this Agreement.
- B. Emergency - A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally.
- C. Member – Any public or private water or wastewater utility, owner, or operating authority in Ontario ("Utility") that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
1. Requesting Member – A Member who requests aid or assistance from another Member or Members under the Mutual Aid and Assistance Program.
 2. Responding Member – A Member that provides aid or assistance during a Period of Assistance in response to a request for aid or assistance under the Mutual Aid and Assistance Program.
 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Associate Member – Any non-Utility participant, approved by the OnWARN Steering Committee, that provides a support role for the Mutual Aid and Assistance Program. (For example: any non-Utility agency or association that does not officially sign this Agreement). An Associate Member is not entitled to vote on any matter as outlined and identified in this Agreement.

- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, note, paper, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member, and any document that is protected under the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act, and Personal Health Information Protection Act, 2004.
- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined.
- G. Incident Management System (IMS) – A system, consistent with internationally recommended practices, that provides standardized organizational structures, functions, processes and terminology for use at all levels of emergency response in Ontario. IMS addresses the need for coordinated responses to large-scale and complex incidents and has been developed with input from more than 30 emergency response organizations and stakeholders from Ontario.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through OnWARN Steering Committee. In addition to representing the interests of the Members, the OnWARN Steering Committee may include Associate Members as representatives. Under the leadership of the OnWARN Steering Committee Chair, the OnWARN Steering Committee shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV. PROCEDURES

The OnWARN Steering Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program which may be undertaken in cooperation with Associate Members, at the sole discretion of the OnWARN Steering Committee, including but not limited to Emergency Management Ontario. These procedures shall be reviewed at least annually and updated as needed by the OnWARN Steering Committee.

ARTICLE V. REQUESTS FOR ASSISTANCE

- A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access (e.g. an after-hours number) and maintain information on resources that may be available from the Member for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, provided to the OnWARN Steering Committee.

In the event of an Emergency, a Member’s Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

- B. Response to a Request for Assistance – Members are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

- A. Incident Management System - When providing assistance under this Agreement, the Requesting Member and Responding Member may be organized and may function under the Incident Management System.
- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the Responding Member's per diem rates for that area. To the extent food and shelter costs exceed the Responding Member's per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licences and Permits – To the extent permitted by law, Responding Member personnel who hold licences, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member could consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the "Ontario Provincial Standard 127 Schedule of Equipment Rates". If a Responding Member uses rates different from those in the "Ontario Provincial Standard 127 Schedule of Equipment Rates", the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the "Ontario Provincial Standard 127 Schedule of Equipment Rates" must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.

DISPUTES

If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of this Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the rules of the Ontario Arbitration Act. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.

REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.

SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Responding Members shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.

WORKPLACE SAFETY AND INSURANCE

A. Workplace Safety and Insurance - The Workplace Safety and Insurance Act provides that if an Emergency is declared by the Premier of Ontario or the head of council of a municipality, and a person is sent to assist, the Crown (Government of Ontario) or the municipality, whichever declared the Emergency is considered the employer of that person for the purposes of assessing any accident costs. However, the worker's regular employer (Responding Member) continues to be responsible for:

- Maintaining employment benefits as required by section 25 of the Workplace Safety and Insurance Act,
- Complying with the obligation to co-operate in the early and safe return to work of the worker (section 40), and,
- Complying with the obligation to re-employ the worker (section 41) if it applies.

Any costs incurred by the worker's regular employer (Responding Member) in meeting these obligations are reimbursed by the Crown or the municipality, whichever is applicable.

The Responding Member is responsible for providing Workplace Safety and Insurance Board (WSIB) benefits and administering WSIB for its employees. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with WSIB and other employee claims that arise from or are related to providing assistance under this Agreement.

- B. Hold Harmless - The Requesting Member shall indemnify and hold the Responding Member harmless from and against any and all liability for loss, including, but not limited to, damage, cost or expense which the Responding Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of the Responding Member.

Where payments are made to Responding Member's employees under WSIB or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Member shall make reimbursement to Responding Member to the extent such payment increases the Responding Member's WSIB or disability benefits costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against Responding Member alleging liability for which Requesting Member shall indemnify and hold harmless Responding Member under the above paragraphs, Responding Member shall promptly notify Requesting Member thereof, and Requesting Member, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent.

ARTICLE XII.

NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members in respect of this Agreement, shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.

INSURANCE

Each Member shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

- A. Members shall maintain at minimum the following insurance policies;
- a) Commercial General Liability (CGL) insurance for bodily injury (including death) and property damage in an amount of not less than Five Million Dollars (\$5,000,000.00). This CGL insurance must be written to a minimum of the current IBC 2100 form or the most recent version and such policy must include:
 - i. the Responding Member as an additional insured;
 - ii. a cross liability clause;
 - iii. products and completed operations coverage;
 - iv. broad form contractual liability coverage;
 - v. non-owned automobile liability coverage; and
 - vi. operation of attached machinery;
 - b) Automobile third party liability insurance in an amount of not less than Two Million Dollars (\$2,000,000.00); and
 - c) All Risk Property insurance that covers any property on loan from a Responding Member.
- B. In the event of a claim requiring the Responding Member to incur costs as a result of providing assistance under this Agreement, the Requesting Member shall be responsible for reimbursing the Responding Member for the payment of every deductible amount provided in the insurance described in Article XIII (A), above.
- C. The Requesting Member covenants and agrees that the insurance obligations mentioned above will not be construed to and will in no manner limit or restrict the liability of the Requesting Member or its responsibility under Article IX.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

Subject to the terms and conditions of the Municipal Freedom of Information and Protection of Privacy Act, Freedom of Information and Protection of Privacy Act, Emergency Management and Civil Protection Act, Personal Information Protection and Electronic Documents Act and Personal Health Information Protection Act, 2004, as appropriate, Members and Associate Members shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective once the Utility's authorized representative executes this Agreement and the OnWARN Steering Committee Chair receives the executed Agreement. The OnWARN Steering Committee Chair shall maintain a list of all Members and Associate Members.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the OnWARN Steering Committee Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to this Agreement. Modifications to this Agreement may be due to programmatic operational changes to support this Agreement, legislative action, creation of a mutual aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members. The OnWARN Steering Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior agreements between Members to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

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ARTICLE XXI.
COUNTERPARTS

This Agreement may be executed and delivered by the parties in counterparts, each of which shall constitute an original and may be delivered by facsimile, email or other functionally equivalent electronic means of communication, and those counterparts taken together shall constitute one and the same instrument.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Utility listed here manifests its intent to be a Member of the Ontario Mutual Aid and Assistance Program by executing this Agreement on this _____ day of _____ 20____.

Utility:_____

By: _____

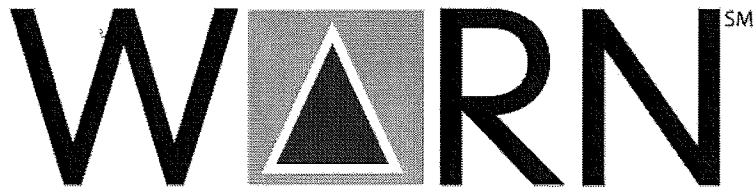
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Please Print Name

By: _____

Title: _____

Please Print Name



WATER /WASTEWATER AGENCY RESPONSE NETWORK

WARN FAQ

Updated May 5, 2010

1. What is a Water/Wastewater Agency Response Network (WARN)?

- A WARN is a network of utilities helping utilities.
- A WARN program uses a mutual aid and assistance agreement that allows utilities to cross jurisdictional boundaries to provide aid and assistance (personnel, equipment, and other resources) in preparing for, responding to, or recovering from an emergency.
- Participation is voluntary; there is no obligation to respond.

2. Why is a WARN important? What is the purpose of a WARN?

- A WARN establishes an agreement and protocols to access specialized resources such as knowledgeable water and wastewater utility personnel or utility specific heavy equipment, tools and supplies.
- A WARN provides a forum for establishing and maintaining emergency contacts.
- A WARN can facilitate training.
- A WARN helps fill the need for personnel and resources before the arrival of government aid.

3. What are the benefits of a WARN?

- There is no cost to participate.
- WARN is like investing in a no cost insurance policy to enhance access to specialized water and wastewater resources.
- WARN increases emergency preparedness and coordination.
- WARN provides a single agreement to access resources statewide.
- WARN expedites arrival of aid (don't have to work out the administrative items; the agreements and WARN protocols work them out in advance for you).
- WARN agreement contains indemnification and worker's compensation provisions to protect participating utilities and provide reimbursement protocols.
- WARN collaborates and responds to the needs of the public and private utility members.

4. How does a utility get assistance during an emergency?

- The WARN member who needs help identifies the resources needed to respond.
- The WARN member in need can either directly contact a fellow WARN member who has the necessary resources or use a state specific process of requesting aid.

5. Are member utilities required to respond and send resources?

- There is no obligation to respond.
- It is up to the lending utility to determine if resources are available and if it can send the requested resource.

6. What happens if a utility sends resources and needs them back?

- Under no circumstances is a utility to send resources if it impacts their ability to manage daily operations or manage response to its own emergency.
- Resources remain under the authority of the sending utility, and as such can be recalled any time.

7. What happens if equipment on loan is damaged or stolen?

- Articles VII, VIII, and IX of the sample agreement offer a framework for how to manage the issue of loss or damage with clear identification of cost reimbursement, dispute resolution, and indemnification.

8. Are WARN mutual aid and assistance activities eligible for FEMA reimbursement?

- FEMA reimbursement may apply only after a Presidential declaration of emergency.
- FEMA-specific requirements related to WARN include:
 - The agreement was in effect **prior** to the response/deployment to the incident.
 - The assistance must be requested by the utility in need;
 - The work performed, supplies used and materials consumed are directly related to the disaster and is otherwise eligible for FEMA assistance;
 - The entity can provide documentation of rates and payment for services, if requested; and

9. Will a utility be reimbursed for the use of their resources?

- While a utility may offer assistance free from reimbursement, Article VII of the sample agreement details how a utility that sends assistance is reimbursed by the utility in need.

10. How is WARN different from an existing statewide mutual aid program managed by emergency management?

- Statewide mutual aid/assistance agreements typically require a declaration of "emergency" by a local and/or state official to activate the agreement; WARN agreements do not require the declaration of an emergency, saving critical time in response to needs identified by the utility.
- Statewide programs typically do not include private utilities; WARN agreements do.
- Statewide agreements are managed by the state emergency management agency; WARN is managed by utilities.

11. Is WARN help available for disasters other than hurricanes or earthquakes?

- WARN is available in all types of emergencies, whether they are small, medium, or large. WARNs have been activated to respond to a wide variety of emergencies such as fires, floods, and water supply contamination as demonstrated in the report *Economic Benefits of Forming & Participating in WARN*.
- Signatories to a WARN agreement can provide and/or request assistance any time their system needs emergency assistance.

12. Who should be involved in helping develop and sustain a WARN?

- Utility owner/operators with varied professional association representation
- State water and wastewater primacy agency (State health, environmental protection, etc.)
- State emergency management and/or homeland security agency
- US EPA region representation

13. What help is available to form a WARN?

- AWWA report – *Utilities Helping Utilities: An Action Plan For Mutual Aid and Assistance Networks for Water and Wastewater Utilities* provide the foundation for the formation of a WARN program.
- EPA can often help with post workshop support on a case-by-case basis, depending on available funding and the specific needs of the program. Support could include facilitation of meetings and workshops, administrative support, and answer technical questions.

14. How do WARNs work across state lines?

- The key issues of interstate response are differences in tort liability, immunity and licensing requirements.
- Currently, the Emergency Management Assistance Compact (EMAC) is being used by all fifty states and the District of Columbia to share resources across state lines, because it already addresses the key issues.
- AWWA is a member of the EMAC Advisory Council with intent to facilitate greater cooperation and coordination between WARN and EMAC.
- The water sector is evaluating issues related to improving interstate aid while working with the administrators of EMAC to ensure that it can be used effectively for the water sector.

15. Existing WARNs do not appear to be legal entities. Should they acquire non-profit organization status?

- At this point none of the WARNs have established themselves as a separate entity requiring any special status, as there are no funds transferred between the members and the WARN.
- In several instances utilities or associations have acted as a grant recipient on behalf of the WARN, thus acting as the fiduciary agent, to support training, website, and related activities
- Existing WARN programs are free for utilities to participate.

16. Are funds available to support the WARN effort?

- Each existing WARN program has handled things differently, with many using voluntary time/services that may be supplemented with funding from various sources, such as supporting associations or state primacy agency grants.
- The collaboration with primacy and emergency management agencies on the WARN program may lead to opportunities to fund specific WARN activities.
- Some existing WARNs have used Homeland Security and US EPA grants. Others have obtained local grants.

17. What does managing a WARN entail?

- Establishing regular meetings of the leadership team and/or steering committee which can be done via phone conferences, web conferences or face to face.
- Coordination with professional association meetings.
- Facilitate annual meetings or quarterly/monthly conference calls of the steering committee to address develop issues, plan WARN activities.
- Manage outreach and marketing of the WARN program for new membership, including "holding" the agreements.
- Services can be managed with in kind contributions from the members or by using grant funds.

18. How do we get a website going?

- AWWA has reserved the domain name for every state, Canadian Province, and Mexico.
- AWWA will release the domain name when a steering committee has been established and is prepared to initiate development of a website at no charge.
- Other existing WARNs have offered their source code free of charge to emerging WARNs.

19. If a resource database is established, how is it updated and who updates it?

- Many WARN websites include resource databases that are maintained by the member utilities.
- Reminder e-mails are sent to the member utilities to remind them to update the information.
- AWWA's Water and Wastewater Mutual Aid and Assistance Resource Typing Manual provides consistent terms and definitions for specific resources to expedite both requests and responses and has been recognized as a resource by EMAC.

20. How do WARNs support training and exercises?

- WARNs historically have held annual meetings which include training components.
- A small fee for the training has been charged to pay for material duplication and food.
- Each WARN has created a set of its own best practices, including FlaWARN's review of lessons learned from the 2005 hurricane season.
- Nationally, a variety of supporting training has been or is being developed including NIMS and can be conducted at WARN programs.
- Many WARN programs have conducted tabletop exercises based on EPA's WARN Tabletop Exercise Facilitator Guide.

21. How do you get members to buy-in to the WARN concept?

- While the benefits of participating in a WARN is obvious to many, others require more explicit evidence.
- A sample flyer is included in the Action Plan, and the report Economic Benefits of Forming & Participating in WARN was prepared to help a utility make the "business case" for leadership.
- WARNs are encouraged to participate in professional association programs to announce WARN activities.
- Presentations may be required to elected boards.
- Copies of presentations used by existing WARN may be available.
- AWWA has published a Webcast and articles on the subject.

22. How does a WARN operate before, during, and after an emergency?

- Some existing WARNs created by-laws along with the agreement that help outline the pre-emergency governance and activities.
- Each WARN is encouraged to develop an Operational Plan that outlines how it functions during and after an emergency. If the WARN does not have by-laws, the Operational Plan would include pre-emergency information as well.
- A Sample Operational Plan is located on www.NationalWARN.org and is consistent with the National Incident Management System IC 510 training module on mutual aid.

22. How does the WARN integrate with local Emergency Management Agencies?

- The relationship between WARN and local emergency management agencies is addressed in the WARN Operational Plan. WARNs are encouraged to meet with local and state emergency management agencies to discuss how to provide representation at the local and state emergency operation centers.
- While WARN members can request aid directly from each other, WARNs should communicate mutual aid and assistance activities with the local and state emergency management agencies to minimize potential duplication of effort and coordinate security and access needs.

Request for Decision

On-Street Parking - Brookside Road, Chelmsford

Presented To:	Operations Committee
Presented:	Monday, May 14, 2012
Report Date	Tuesday, May 01, 2012
Type:	Managers' Reports

Recommendation

That parking be prohibited on both sides of Brookside Road from 50 metres west of Errington Avenue to 220 metres west of Errington Avenue, between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday, and;

That a by-law be passed by City Council to amend Traffic and Parking By-Law 2010-1 in the City of Greater Sudbury to implement the recommended changes all in accordance with the report from the General Manager of Infrastructure Services dated May 1, 2012.

Background

The City's Traffic and Transportation Engineering Services Section was informed by the Compliance and Enforcement Services Section that "No Parking" signs posted on Brookside Road did not have a by-law to support them.

Brookside Road is a collector roadway located north of Highway 144 within Ward 3 (**see Exhibit A**). It is constructed to a semi-urban standard with an asphalt surface width of approximately six (6) metres, curb, gutter and a sidewalk along the south side and a gravel shoulder on the north side. École secondaire catholique Champlain is also located on the south side of the roadway.

Currently there are signs installed on both sides of Brookside Road in the area of École secondaire catholique Champlain, prohibiting parking from 7:30 a.m. to 4:30 p.m., Monday to Friday inclusive.

Signed By

Report Prepared By

Dave Kivi
Co-ordinator of Transportation & Traffic
Engineering Services
Digitally Signed May 1, 12

Division Review

David Shelsted, MBA, P.Eng.
Director of Roads & Transportation
Services
Digitally Signed May 1, 12

Recommended by the Department

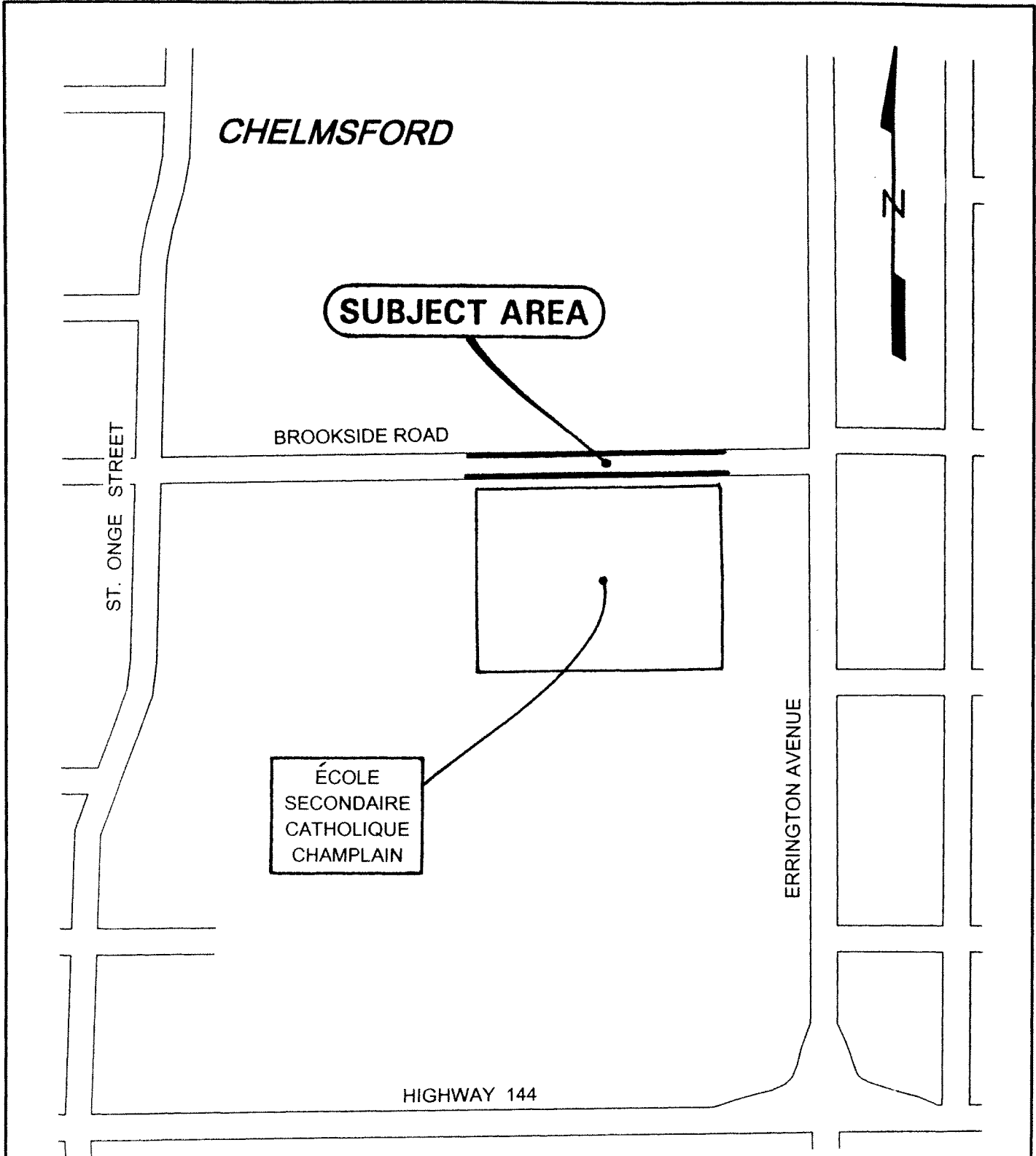
Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed May 1, 12

Recommended by the C.A.O.

Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 1, 12

Prohibiting parking for specific time periods is much less restrictive for residents of the street than a full time no parking zone. However, enforcement of the current restriction has proven to be problematic without a specific amendment to Schedule 'C' of the City's Traffic and Parking By-Law 2010-1. As a result, staff recommends amending the City's Traffic and Parking By-Law 2010-1 to reflect the current posted parking restrictions. Councillor Berthiaume has indicated his support of the parking prohibition.

EXHIBIT: A



ON - STREET PARKING

BROOKSIDE ROAD, CHELMSFORD

NOT TO SCALE

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Request for Decision

Parking Meter Zones - Frood Road and Durham Street

Presented To:	Operations Committee
Presented:	Monday, May 14, 2012
Report Date	Tuesday, May 01, 2012
Type:	Managers' Reports

Recommendation

That a parking meter zone be created on the east side of Frood Road between Elm Street and the Shopper's Drug Mart entrance, and;

That the parking meter zone be extended on the east side of Durham Street between Elm Street and Beech Street, and;

That a by-law be passed to amend Traffic and Parking By-Law 2010-1 in the City of Greater Sudbury to implement the recommended changes all in accordance with the report from the General Manager of Infrastructure Services dated May 1, 2012.

Finance Implications

The funding of the installation of the additional parking meters will be provided for from the Parking Section budget. All revenues generated from the meters will be credited to the Parking Section.

Background

The need for additional on-street parking spaces downtown has been identified as a priority by local merchants.

During a previous review of Beech Street to determine the number of legal on-street metered spaces that could be provided, staff identified two (2) additional areas where a total of seven (7) on-street metered parking spaces could be provided.

On Frood Road, between Elm Street and the Shopper's Drug Mart entrance, the northbound lane of traffic is wide enough to accommodate both a through lane of traffic and a parking lane (see **Exhibit A**). This area is able to accommodate three (3) legal parking spaces which can be provided through the installation of one (1) double parking meter and one (1) single parking meter. The estimated cost to install the meters is \$1,600.

Signed By

Report Prepared By

Dave Kivi
Co-ordinator of Transportation & Traffic
Engineering Services
Digitally Signed May 1, 12

Division Review

David Shelsted, MBA, P.Eng.
Director of Roads & Transportation
Services
Digitally Signed May 1, 12

Recommended by the Department

Greg Clausen, P.Eng.
General Manager of Infrastructure
Services
Digitally Signed May 1, 12

Recommended by the C.A.O.

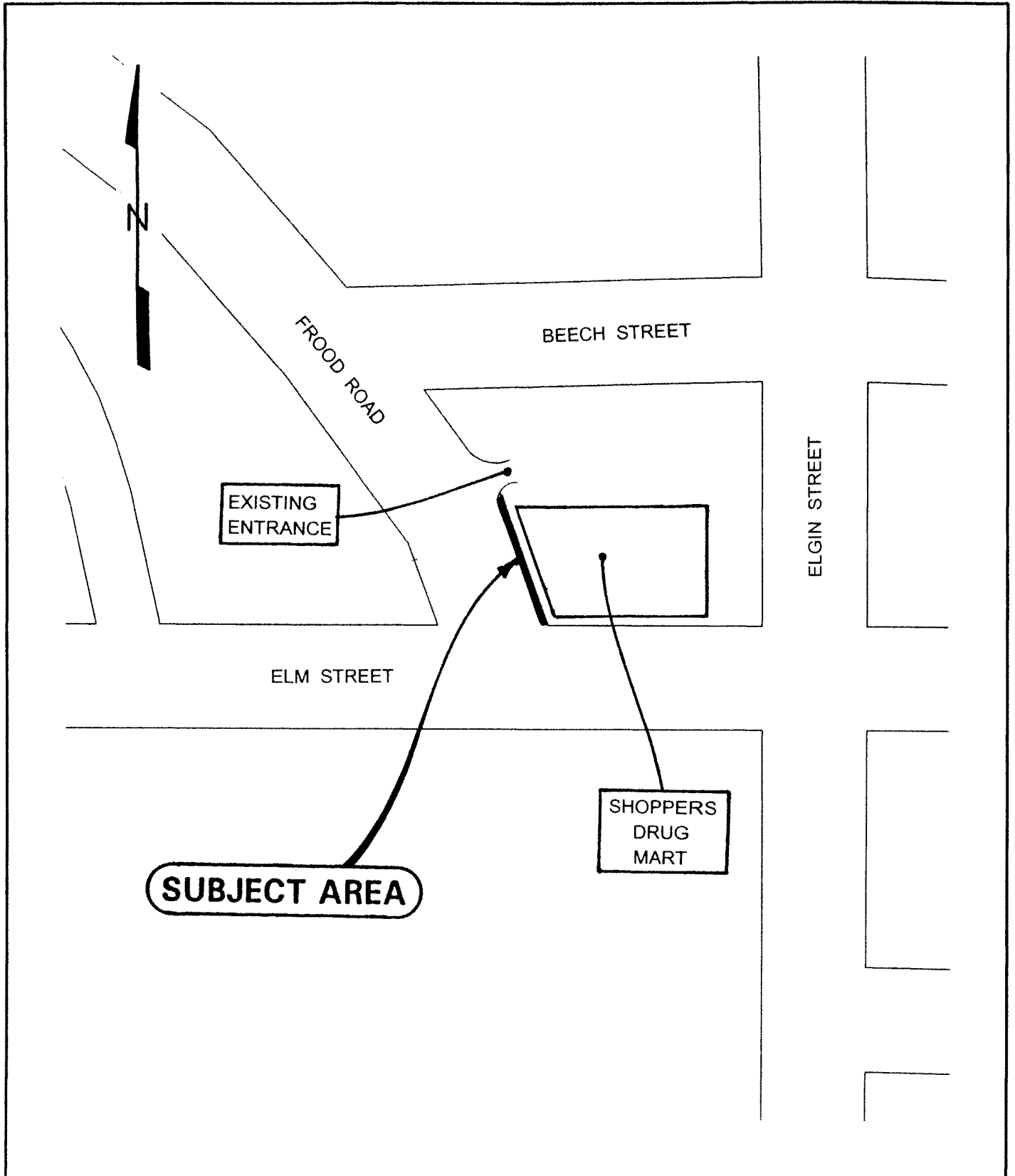
Doug Nadorozny
Chief Administrative Officer
Digitally Signed May 1, 12

On Durham Street, between Elm Street and Beech Street, the existing parking meter zone on the east side of the road can be extended northerly to accommodate an additional four (4) legal parking spaces (see **Exhibit B**). These spaces can be provided through the installation of two (2) double parking meters and relocating the existing transit stop approximately three (3) metres north. The estimated cost to install the meters is \$1,600.

Based on the above information, staff recommends that parking meters be installed on the east side of Frood Road between Elm Street and the Shopper's Drug Mart entrance and on Durham Street between Elm Street and Beech Street. To be consistent with other parking meter zones in the City, they will be applicable Monday to Friday (except Statutory Holidays) from 9:00 a.m. to 6:00 p.m. The maximum parking time will be 120 minutes. It is also noted that vehicles displaying a disabled person parking permit or war pensioner's permit are allowed to park at a meter for up to four (4) hours for free.

The Director of Asset Services has indicated their support of this recommendation. The installation costs of the proposed meters will be funded from the 2012 Operating Budget of the Parking Section.

EXHIBIT: A



PARKING METER ZONES

FROOD ROAD

NOT TO SCALE

Page 37 of 38 2022-04-26

EXHIBIT: B

