

**RED LIGHT CAMERA
AGREEMENT**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by the Minister of
Transportation**

AND

**THE CORPORATION OF THE CITY OF
WINDSOR**

RED LIGHT CAMERA AGREEMENT

THIS AGREEMENT made as of the 1st day of April, 2021.

B E T W E E N:

**HER MAJESTY THE QUEEN in right of Ontario, as represented by the
Minister of Transportation**

(“MTO”)

- and -

**THE CORPORATION OF THE CITY OF WINDSOR,
a Municipality in the Province of Ontario**

(the “Municipality”)

WHEREAS:

- A.** MTO maintains computer databases containing information pertaining to Motor Vehicle licence plates, as more specifically described in **Part A-1 of Schedule “A”** of this Agreement (“Licensed Information” as further defined herein);
- B.** MTO and the City of Toronto (“Toronto”) have entered into a Red Light Camera Agreement, (the “RLC Agreement”) by which Toronto has been granted a licence to request and receive the Licensed Information (as defined herein) on behalf of the Municipality, subject to the approval of MTO and subject to the provisions of this Agreement;
- C.** The Municipality and Toronto require access to MTO’s Licensed Information in relation to a legal proceeding under the *Provincial Offences Act* against a registered licence plate holder where it is alleged that the registered licence plate holder has committed an offence under subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, as owner of the Motor Vehicle (as defined herein) involved in the offence, based on evidence obtained through the use of a Red Light Camera System;
- D.** The Municipality, through an agreement with Toronto, authorizes Toronto to request access to the Licensed Information (as defined herein) on behalf of the Municipality, through the Joint Municipal Processing Centre (as defined herein) for the purpose of prosecuting red light running offenders;
- E.** MTO is prepared to permit the Municipality to obtain access to Certified Information (as defined herein), subject to the provisions of this Agreement.

NOW THEREFORE MTO and the Municipality agree as follows:

ARTICLE 1
DEFINITIONS AND SCHEDULES

1.1 Definitions.

In this Red Light Camera Agreement, unless the context requires a different meaning, the following terms shall have the following meanings:

“**Agreement**” means this agreement entitled “Red Light Camera Agreement”, including the attached Schedules, any documents or instruments incorporated by reference in this Agreement, and any amendments to any of the foregoing that may be agreed to in writing by MTO and the Municipality or that are otherwise provided for in this Agreement.

“**Audit**” and similar expressions mean the performance by, or on behalf of MTO, of such audits, reviews, investigations, inspections, confirmations, certifications, tests, studies and determinations of, or relating to, any matter or thing pertaining to this Agreement.

“**ARIS**” means the Authorized Requester Information System.

“**Authorized Requester Information System**” means the Internet web application described in **Schedule “E”** which will allow the Joint Municipal Processing Centre to request Licensed Information on behalf of the Municipality and Participating Municipalities for the specific purposes authorized in this Agreement using a unique account code, user ID and user password and through which MTO will provide Uncertified Information in response to such requests.

“**Authorized Staff**” means employees of the Municipality (or Toronto acting on behalf of the Municipality) who need to access such Licensed Information or passwords, in order for the Municipality to use the Licensed Information for Authorized Use(s) in accordance with this Agreement, and who are listed in **Part A-2 of Schedule “A”**.

“**Authorized Use**” has the meaning set out in Section 4.1.1.

“**Business Day**” means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

“**Certified Information**” has the meaning set out in **Part A-1 of Schedule “A”**.

“**Confidential Information**” has the meaning set out in section 5.1.

“**Cost Recovery Fee**” means the fee assessed by MTO to the Municipality as the mechanism to recover the costs of the Province related to the Red Light Camera System, including without restriction, system development, maintenance and operation, evaluation, program administration, and legal costs (excluding any costs incurred by the Ministry of the Attorney General to prosecute offences), as described in Section 11.1 and **Schedule “C”**.

“**Damages**” means losses, compensation, damages (including indirect, special, incidental, consequential and punitive damages), expenditures, costs (including reasonable administrative costs and reasonable legal fees and costs), expenses, interest, liabilities, judgements, awards, taxes, fines, penalties, charges and amounts paid in settlement.

“**Declaration**” has the meaning set out in section 9.2 and the format set out in **Schedule “F”**.

“**Delivery Channel**” means the method or system by which a Licensed Information Request is transmitted or delivered from the Municipality to MTO or by which a Licensed Information Response is transmitted or delivered from MTO to the Municipality. In this Agreement, the approved Delivery Channel is “ARIS”.

“**Disclose**” means directly or indirectly disclose, provide, distribute, exchange, sell, license, lease, give, make available or permit access to or use of; and “**Disclosed**”, “**Disclosing**” and “**Disclosure**” have corresponding meanings.

“**Effective Date**” means the effective date of this Agreement, which is the date set out at the beginning of the Agreement.

“**Employee Security Statement**” means a privacy and confidentiality statement in the form attached as **Schedule “B”**, as may be modified by MTO from time to time.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act (Ontario)*, as amended from time to time.

“**Force Majeure**” has the meaning ascribed thereto in section 17.1.

“**Government of Ontario**” means Her Majesty the Queen in right of Ontario or any ministry, agency, board, commission, department, corporation or other legal entity of or owned by the Government of Ontario.

“**Grant**” has the meaning set out in section 2.1.

“**Joint Municipal Processing Centre**” means the facility operated and staffed by the City of Toronto to review evidence produced by Red Light Camera Systems, to request Licensed Information, and to prepare and process offence notices and certificates of offence as required, on behalf of all Participating Municipalities.

“**Licensed Information**” has the meaning set out in **Part A-1** of **Schedule “A”**.

“**Licensed Information Request**” means one request for Licensed Information contained in one collection of Licensed Information and pertaining to one driver, which request is in the format stipulated by MTO from time to time, and which request is transmitted or delivered by the Municipality to MTO using a Delivery Channel specified in **Schedule “E”**.

“**Licensed Information Response**” means the Licensed Information (or other response such as “no information available”) transmitted or delivered by MTO to the Municipality, using a Delivery Channel specified in **Schedule “E”**, in response to a Licensed Information Request.

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*, as amended from time to time.

“**Motor Vehicle**” has the same meaning as set out in subsection 1(1) of the *Highway Traffic Act (Ontario)*.

“Participating Municipalities” means municipalities in the Province of Ontario, each of which has one or more red light camera(s) at an intersection, and a valid Red Light Camera Agreement with MTO, and will be submitting requests regarding Licensed Information through the Joint Municipal Processing Centre, and **“Participating Municipality”** means any one of them.

“Personal Information” means personal information as defined in FIPPA.

“Privacy Default” means a breach of: (i) any Privacy Laws; or (ii) any of the provisions of this Agreement relating to the Municipality’s compliance with the Privacy Laws, including **Schedule “D”**; or (iii) any other provision of this Agreement where such breach involves or results in any Processing of (or failure to Process) Personal Information that is not strictly in accordance with this Agreement.

“Privacy Laws” means (a) FIPPA (b) MFIPPA and (c) the provisions of any other law from time to time that address any Processing of (or failure to Process) Personal Information.

“Proceeding” means any action, claim, demand, lawsuit, or other Proceeding;

“Process” means directly or indirectly create, access, collect, process, receive, hold, store, use or Disclose; and **“Processed”** and **“Processing”** have corresponding meanings.

“Province” means MTO and the Ministry of the Attorney General.

“Records” means the records of the Municipality in any format or medium, including any “record” as defined in FIPPA.

“Red Light Camera System” for the purposes hereof shall have the meaning as defined in the Red Light Camera System Evidence Regulation, O.Reg. 277/99, as amended, made under the *Highway Traffic Act*.

“Signs” means the signs that are shown in **Schedule “G”** which signs shall comply with the provisions of this Agreement.

“Toronto” means the City of Toronto.

“Term” means the initial term of this Agreement as provided in section 3.1 or, if the initial term is extended, the final date of the extended term(s).

“Uncertified Information” has the meaning set out in **Part A-1 of Schedule “A”**.

“Warranty” means any representation, warranty or condition, express, implied, collateral or statutory and **“Warranties”** shall have a corresponding meaning.

1.2 Schedules.

The following attached Schedules form part of this Agreement:

Schedule A	Specifications
Schedule B	Municipality Employee Security Statement
Schedule C	Fee Schedule
Schedule D	Audit, Inspection and Review
Schedule E	Licensed Information and Transmission protocol

Schedule F Annual Declaration
Schedule G Signage

ARTICLE 2 GRANT OF LICENCE

2.1 Grant.

Subject to the provisions of this Agreement, MTO hereby grants to the Municipality a non-exclusive, non-assignable and non-transferable licence (the “Grant”) to access and use the Licensed Information but only through the Joint Municipal Processing Centre and solely for the Authorized Use(s).

2.2 Title.

The Municipality acknowledges that nothing in the Agreement entitles it to any ownership interest, rights, title in or to the Licensed Information, including any intellectual property rights (such as copyright) and other proprietary rights and trade secrets therein, except for the specific rights to use expressly provided in this Agreement. Accordingly, the Grant is not, and shall not be deemed to be, a transfer, sale or disposition of any or all of MTO's right, title or interest of any kind in the Licensed Information.

2.3 Changes in Licensed Information.

2.3.1 Despite any other provision of this Agreement, the Municipality acknowledges and agrees that MTO reserves the right in its absolute discretion to add to, withdraw from, or change the content or structure of, or subject matter covered by, or cease to make available, any or all of the Licensed Information at any time.

2.3.2 Upon implementation by MTO of any of the changes contemplated in section 2.3.1 above, all references to “Licensed Information” in this Agreement shall be deemed to be amended to reflect such changes.

2.4 No Guarantees or Warranties

The Municipality acknowledges and agrees that MTO does not warrant or guarantee the accuracy of the Licensed Information.

2.5 Request and Access

The Municipality agrees that it shall be responsible to MTO for any matters relating to requests and access to the Licensed Information pursuant to this Agreement notwithstanding such requests and access may have been made indirectly by the Joint Municipal Processing Centre on its behalf and not directly by the Municipality.

**ARTICLE 3
TERM**

3.1 Term.

This Agreement shall be effective on the Effective Date and shall continue in force until March 31, 2022, unless terminated earlier in accordance with this Agreement. The term shall be automatically renewed for five (5) one (1) year periods provided that neither party notifies the other in writing, at least ninety (90) calendar days prior to the expiration of the relevant current term, of its intention not to renew the term. The renewal shall be on the same terms and conditions contained in this Agreement unless the parties agree otherwise in writing.

3.2 Early Termination.

3.2.1 Termination for Default

If an Event of Default under section 14.1 occurs, MTO may, at its discretion, acting reasonably, suspend, cancel, or revoke the privileges of the Municipality hereunder, including terminating this Agreement and MTO ceasing to make available any Licensed Information to the Municipality, forthwith upon delivery of notice in writing to that effect. MTO may pursue appropriate remedies for default of the provisions of this Agreement, including the Schedules attached hereto, as may be available to it.

3.2.2 Early Termination by MTO

MTO may terminate this Agreement at any time, without cause, by personally delivering written notice to that effect to the Municipality, which notice will be effective sixty (60) calendar days following delivery of notice by MTO. MTO shall cease to make available any Licensed Information to the Municipality. Such termination shall be without prejudice to any claims which either party may have against the other. In the event this Agreement is terminated by MTO under this section 3.2.2, the Municipality's payment obligations to the Province, and any amounts to be refunded to the Municipality by MTO for money previously paid by the Municipality shall be as provided in **Schedule "C"**.

3.2.3 Early Termination by the Municipality

The Municipality may terminate this Agreement at any time, without cause, by personally delivering written notice to that effect to MTO and the other Participating Municipalities, which notice will be effective sixty (60) calendar days following delivery of notice by the Municipality. In the event this Agreement is terminated by the Municipality under this section 3.2.3, the Municipality's payment obligations shall be as provided in **Schedule "C"**.

3.2.4 Surviving Obligations of the Municipality

Upon expiration or termination of the Agreement, the Municipality shall take necessary steps to:

- (i) destroy or ensure the destruction of the Licensed Information in accordance with section 7.5;

- (ii) continue to fulfill its obligations in connection with the prosecution of matters in respect of offences under subsections 144(18) and 144(18.1) of the *Highway Traffic Act* which occurred prior to termination or expiration of this Agreement, provided that this Agreement was not terminated for a Privacy Default; and
- (iii) continue to comply with the obligations which specifically survive expiry or termination of the Agreement, including without restriction, in Articles 4 through to 7 of this Agreement and **Schedules “C” and “D”**.

This section 3.2.4 shall survive the termination or expiration of this Agreement.

ARTICLE 4 AUTHORIZED USES

4.1 Authorized Use(s).

4.1.1 Uses

The parties acknowledge and agree that the Municipality will only have Certified Information in its possession. The Municipality agrees to hold the Certified Information in strict confidence for the exclusive use of the Municipality. The Municipality has an obligation to ensure that Toronto holds confidential the Licensed Information that is provided to the Joint Municipal Processing Centre on behalf of the Municipality. The Municipality shall ensure that the Licensed Information is not used for any purpose except that which has been approved by MTO, as follows:

- (i) to prepare, and to serve by mail or courier to registered licence plate holders notices that are prescribed by law, where a legal proceeding under the *Provincial Offences Act* will be commenced pursuant to subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, based on evidence obtained through the use of a Red Light Camera System; and
- (ii) for use in legal proceedings pursuant to subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, based on evidence obtained through the use of a Red Light Camera System.

4.1.2 Joint Municipal Processing Centre

MTO will allow the Joint Municipal Processing Centre to electronically access the Licensed Information on behalf of the Municipality by use of ARIS, using the vehicle licence plate number where it is alleged that the registered plate holder has committed an offence under subsections 144(18) and 144(18.1) of the *Highway Traffic Act*.

4.1.3 Access

MTO will permit access to the Licensed Information to the Joint Municipal Processing Centre on behalf of the Municipality, in the manner prescribed in **Schedule “E”**, attached hereto, and such

access shall be subject to any conditions prescribed therein and as prescribed in the Red Light Camera Agreement between MTO and Toronto.

4.1.4 Compliance

The Municipality agrees to comply, and ensure the compliance of the Joint Municipal Processing Centre, with the Licensed Information Protocol in **Schedule “E”**, and all requirements therein with respect to all requests for, and access to, Licensed Information pursuant to this Agreement.

4.2 Records of Licensed Information Requests.

The Municipality shall maintain records that specify the following information in respect of the Certified Information received in response to each Licensed Information Request:

- (a) date of Certified Information Request;
- (b) Certified Information requested; and
- (c) the business reason for requesting such Certified Information.

4.3 Retention of Records.

The Municipality shall retain the records contemplated in section 4.2 throughout the Term and for three (3) years thereafter.

4.4 Demonstration of Authorized Use.

Upon MTO’s request from time to time, the Municipality shall reasonably demonstrate that the Municipality’s use, whether directly by the Municipality or indirectly via the Joint Municipal Processing Centre acting on behalf of the Municipality, of any particular Licensed Information (as specified by MTO) has been strictly in accordance with this Agreement. For avoidance of doubt, any breach of the requirements of this section 4.4 shall constitute a Privacy Default.

4.5 Data Matching and Data Profiling.

4.5.1 Subject to the Authorized Use(s), the Municipality shall not develop, or derive for any purpose whatsoever, any other product, work or database in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any Personal Information contained in, or obtained from, the Licensed Information. This section shall not, however, apply with respect to any specific Personal Information which the Municipality had in its possession prior to receiving the Certified Information.

4.5.2 Subject to the Authorized Use(s), the Municipality shall not place any data which was not obtained under this Agreement, into a database containing Personal Information obtained under this Agreement, other than as first authorized by MTO in writing.

4.5.3 For greater certainty, this section 4.5 shall not restrict the Municipality from maintaining a database containing records created by the Municipality for the purpose of prosecuting offences under subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, which records incorporate the Licensed Information in accordance with the Authorized Use(s) herein.

4.6 Individuals Not to be Contacted.

The Municipality shall not use the Licensed Information directly or indirectly to locate or contact any individual to whom the Licensed Information is directly or indirectly referable, other than as expressly stated in the Authorized Use(s).

4.7 Charging Documents.

For avoidance of doubt, the Municipality's act of incorporating Licensed Information in charging documents which subsequently enters into the ICON System and which Licensed Information is accessed and used within the court system for court purposes relating to that offence and the use of the Licensed Information for the Authorized Uses do not constitute a breach of the confidentiality obligations in this Agreement.

4.8 Survival.

The obligations of the Municipality contained in this Article 4 shall survive the expiry or termination of this Agreement.

**ARTICLE 5
CONFIDENTIALITY**

5.1 Confidential Information.

Subject to section 5.3, the Municipality shall hold in strict confidence all Licensed Information and any other confidential information or materials of MTO, or of third parties and in the possession or control of MTO, and any information derived from any of the foregoing (collectively, the "Confidential Information").

5.2 Maintain Confidentiality. Without limiting section 5.1, the Municipality shall not directly or indirectly:

- (a) disclose, make available, or provide or permit access to or use of, any Confidential Information for any purpose (other than to the Authorized Staff who need to know such Confidential Information in order to carry out the Municipality's business, and who are permitted access to such Confidential Information strictly in accordance with Article 8 of the Agreement);
- (b) reproduce or make copies, or permit any third party to reproduce or make copies, of any Confidential Information, in whole or in part (other than copies of Confidential Information made by the Authorized Staff contemplated in section 5.2 (a) in the normal course of the Municipality's business).

5.3 Disclosures Required by Applicable Law.

5.3.1 Despite section 5.1, the Municipality may, subject to the provisions in this section 5.3, disclose Confidential Information to the extent required by applicable law.

- 5.3.2** If the Municipality becomes compelled by applicable law to disclose Confidential Information, or if the Municipality becomes aware that any other party has become compelled by applicable law to disclose Confidential Information, the Municipality shall immediately provide MTO with notice by telephone and by facsimile transmission, so that MTO may seek a protective order or other appropriate relief.
- 5.3.3** If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality may only disclose that part of the Confidential Information that it is compelled by applicable law to disclose, and may only disclose such Confidential Information in the manner and to the extent so compelled by applicable law.
- 5.3.4** If the Municipality becomes compelled by applicable law to disclose Confidential Information in connection with legal proceedings to which the Municipality is a named party, then at the request of MTO, the Municipality shall immediately take all reasonable steps to obtain a protective order or judgement, or other appropriate relief or other written assurances, that the confidentiality of the Confidential Information disclosed or to be disclosed will be maintained.
- 5.3.5** If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality shall record (in such form and format as from time to time may be required by MTO) each such disclosure. Such record shall include the particular Licensed Information disclosed, the purpose for such disclosure, and the date of disclosure. The Municipality shall maintain such records throughout the Term and for a period of three (3) years after the expiry or termination of this Agreement.

5.4 Survival.

For the avoidance of doubt, this Article 5 shall survive the expiry or termination of this Agreement for any reason.

**ARTICLE 6
PRIVACY LAWS**

6.1 Privacy Laws.

- 6.1.1** This Agreement and the rights granted to the Municipality under this Agreement are subject to any restrictions, limitations or provisions of any applicable law, including the Privacy Laws or any other legislation or regulations enacted by the Government of Ontario or by the Canadian federal government, whether enacted prior to or after the date of signing this Agreement.

6.1.2 Without limiting the generality of section 6.1.1, this Agreement is subject to any provisions of any applicable law that may restrict or limit (i) the information included in the Licensed Information; or (ii) the information that may be provided in response to a Licensed Information Request.

6.2 Compliance by Municipality.

The Municipality represents and warrants that it is, and at all times throughout the Term will remain, in full compliance with all applicable laws (including the Privacy Laws) relating to its

Processing of Licensed Information pursuant to this Agreement. Without limiting the generality of the foregoing, the Municipality shall comply with any written instructions or directions from MTO from time to time concerning Licensed Information (including the Processing of such Licensed Information).

6.3 Survival.

For the avoidance of doubt, this Article 6 shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 7 PROTECTION OF CONFIDENTIAL INFORMATION

7.1 Security of Confidential Information.

7.1.1 The Municipality shall maintain the security and integrity of the Licensed Information that it receives and shall keep the information in a physically secure location to which access is restricted and shall comply with appropriate security requirements as are from time to time reasonably specified by MTO.

7.1.2 The Municipality warrants that it shall restrict access to the Licensed Information it receives to its employees, pursuant to this Agreement, by requesting all employees who would have access to such Licensed Information to enter into and comply with an Employee Security Statement which is contained in **Schedule "B"**, attached hereto, and which is incorporated and made a part of this Agreement. The Employee Security Statement shall bind the Municipality and the employees which have executed the Employee Security Statements to the terms and conditions set out therein. The Municipality acknowledges and agrees that it shall be responsible to MTO for any employees' non-compliance with the security requirements in this Agreement and it shall indemnify MTO for any Damages which occur as a result of such non-compliance. The Municipality shall retain an original copy of each Employee Security Statement from the time it is executed until at least three (3) years after the date the individual who signed that Employee Security Statement ceases to be an employee of the Municipality.

7.1.3 Subject to the Authorized Use(s), as set out in section 4.1 herein, any duplication of address information shall be placed so that the public and/or non-authorized persons cannot view the information.

7.2 Security Products.

The Municipality shall be responsible for the selection, implementation and maintenance of appropriate security products, tools and procedures sufficient to meet MTO's requirements for protecting the Confidential Information from improper access, loss, alteration or destruction. The Municipality shall be responsible for establishing, monitoring and testing the Municipality's own security products, tools and procedures to ensure their adequacy.

7.3 Restricted Access.

The Municipality shall at all times restrict access to the Confidential Information solely to Authorized Staff, in accordance with the requirements set out in this Agreement. The Municipality shall be responsible to MTO for any unauthorized access to Confidential Information resulting from the Municipality's failure to meet the Municipality's obligations in this Agreement (including this section).

7.4 No Exposure.

Subject to the Authorized Use(s) set out in section 4.1 and without limiting the generality of the restrictions or obligations placed upon the Municipality in Articles 4, 5, 6 and 7 of the Agreement, no Confidential Information shall be exposed or placed so that it can be viewed by the public and/or any non-authorized persons.

7.5 Destruction of Confidential Information.

7.5.1 Subject to sections 7.5.2, 7.5.3 and 7.5.4, the Municipality shall destroy all copies of Confidential Information in its possession or control, upon or before the earlier of:

- (i) the expiration or termination of this Agreement for any reason;
- (ii) thirty (30) calendar days following completion or fulfilment of the applicable Authorized Use(s) as set out in section 4.1; or
- (iii) the third Business Day after the date of suspension, cancellation, revocation, or voluntary closure or cancellation of the Municipality's account(s) with MTO or any of the Municipality's rights or privileges under this Agreement.

7.5.2 Despite section 7.5.1, if this Agreement expires and no Event of Default has occurred and then remains outstanding, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section for so long as there remains in full force and effect a separate written agreement entered into by the Municipality with MTO under which the Municipality is authorized to possess and use that Confidential Information and those records for the purposes for which they are then being possessed and used by the Municipality.

7.5.3 Despite section 7.5.1, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section to the extent (if any) that:

- (i) the Confidential Information was also separately obtained by the Municipality from a third party that was not at that time under any obligation to keep such Confidential Information confidential;
- (ii) the Confidential Information pertains to an individual who has consented to having the Municipality keep that Confidential Information (provided that such consent is given in accordance with applicable law); or
- (iii) the Municipality is required by applicable law to retain for any period of time any of the Confidential Information. The Municipality shall be permitted to retain such of that Confidential Information or those records, in such form and for such period of time, as is so required by applicable law, subject to the Municipality's confidentiality, non-disclosure and security obligations in this Agreement

(including all of the Municipality's obligations in Articles 4, 5, 6 and 7 of the Agreement.).

- 7.5.4** Despite section 7.5.1, Licensed Information contained in any court documents shall be subject to destruction in accordance with the required timelines and process for destruction of court documents.
- 7.5.5** For the avoidance of doubt, nothing in this section 7.5 shall limit or release the Municipality from the security, confidentiality and non-disclosure provisions of this Agreement, which provisions shall survive any termination or expiration of this Agreement and shall remain in full force and effect until such time as they are satisfied or by their nature expire.

7.6 Retention of Licensed Information Within Canada.

The Municipality shall ensure that:

- (a) no Licensed Information Requests will be made, and
- (b) no Licensed Information Responses or Licensed Information will be received, transmitted, stored or retained by the Municipality or on behalf of the Municipality

outside Canada, including, without limitation, cloud storage for any time period, no matter how short.

7.7 Survival.

For the avoidance of doubt, this Article 7 shall survive the expiry or termination of the Agreement.

**ARTICLE 8
AUTHORIZED STAFF**

8.1 Part A-2 of Schedule "A".

The Municipality covenants and warrants that all Authorized Staff as of the date of this Agreement have been designated in accordance with **Part A-2 of Schedule "A"**. The Municipality shall, within ten (10) calendar days of any change in the list of Authorized Staff, advise MTO of such change in writing or other format acceptable to MTO. Notwithstanding any other provision of this Agreement, MTO reserves the right in its discretion:

- (a) to reject any employee of the Municipality or Toronto, where Toronto is acting on behalf of the Municipality, as an Authorized Staff member; and
- (b) to prohibit an Authorized Staff member from accessing any Licensed Information.

8.2 Employee Security Statements and Security Agreements.

The Municipality shall require all Authorized Staff who are Municipality employees, to enter into and comply with the Employee Security Statement in accordance with section 7.1.2 of this Agreement. The Municipality shall ensure that, where Toronto is acting on its behalf, Authorized Staff of Toronto enter into and comply with the Employee Security Statement or whatever policy to address confidentiality and security that is implemented by Toronto, in accordance with section 7.1.2 of this Agreement.

8.3 Authorized Staff Compliance.

The Municipality shall be responsible for ensuring that Authorized Staff fully comply with the Municipality's confidentiality and security obligations contained in this Agreement. Without limiting the generality of the foregoing, or of section 8.2, the Municipality shall be responsible for ensuring full compliance with the Employee Security Statement by Authorized Staff. The Municipality shall indemnify and hold harmless MTO from and against any Damages that occur as a result of any non-compliance with the Employee Security Statement by such Authorized Staff.

8.4 Retention of Original Copies.

With respect to Authorized Staff who are employees of the Municipality, the Municipality shall retain an original copy of each Employee Security Statement from the time it is executed until at least three (3) years after the date the Authorized Staff who signed that Employee Security Statement ceases to be an employee of the Municipality. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Employee Security Statements.

**ARTICLE 9
AUDIT AND ANNUAL DECLARATIONS**

9.1 Audit of Municipality.

The Municipality shall accommodate electronic or manual Audits of the Municipality in accordance with the provisions of **Schedule "D"**. For the avoidance of doubt, this section 9.1 and **Schedule "D"** shall survive the expiry or termination of this Agreement for any reason.

9.2 Annual Declaration.

At least thirty (30) calendar days prior to the expiry of the Term, the Municipality shall complete, sign and submit to MTO an Annual Declaration (the "Declaration") relating to the Municipality's compliance with the obligations under this Agreement from the Effective Date to the date of the Declaration. The Declaration shall be in such form and format specified in **Schedule "F"** and shall be executed by such officer of the Municipality, or other responsible person, as may be specified by MTO in the form of the Declaration.

ARTICLE 10
INFORMATION TRANSMISSION

10.1 Incomplete, Inaccurate or Corrupted Documents.

10.1.1 If MTO reasonably suspects that a Licensed Information Request received from the Municipality was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for MTO, MTO shall so notify the Municipality. MTO shall not respond to such Licensed Information Request until MTO has received confirmation from the Municipality of the validity and completeness of the Licensed Information Request.

10.1.2 If the Municipality reasonably suspects that a Licensed Information Response received from MTO was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for the Municipality, the Municipality shall so notify MTO. The Municipality shall not rely upon any information until the Municipality has received confirmation from MTO of the validity and completeness of the Licensed Information Response. If requested by MTO, the Municipality shall return or destroy an invalid or incomplete Licensed Information Response.

10.2 Transmission of Certified Information.

MTO shall supply, at no cost, to the Municipality all Licensed Information that it has certified, in paper format or electronic format. MTO shall mail or electronically transmit Certified Information to the Joint Municipal Processing Centre, or the Municipality may arrange for pickup of the Certified Information, subject to MTO's approval of the arrangement. For greater certainty, the Municipality acknowledges and agrees that MTO will not supply a Certified Information unless the Joint Municipal Processing Centre has made a request, on behalf of the Municipality, for Uncertified Information in respect of the same offence.

10.3 Deemed Authorization.

The Municipality shall establish reasonable and appropriate systems, methods and procedures to control the transmission or delivery of Licensed Information Requests and the receipt of Licensed Information Responses. Each Licensed Information Request sent by the Joint Municipal Processing Centre, on behalf of the Municipality, to MTO under this Agreement shall be deemed to have been duly authorized by the Municipality and shall be binding upon the Municipality, unless the Municipality otherwise notifies MTO before MTO responds to or makes any use of that Licensed Information Request.

ARTICLE 11
FEES

11.1 Fee and Payment Schedule.

Subject to any changes in the Cost Recovery Fee as provided for in Schedule "C", the Municipality shall pay a Cost Recovery Fee of \$1.06 for each Licensed Information Request for Uncertified Information, and shall comply with the payment methodology set out in the attached **Schedule "C"** for obtaining Licensed Information from MTO under this Agreement.

ARTICLE 12

SIGNAGE

12.1 Signage specifications.

The Municipality shall post Signs and comply with the signage specifications set out in the attached **Schedule “G”** for locations within the Municipality. These Signs shall be posted in the language(s) in which the Municipality is required to post such signs under the laws applicable to the Municipality. When a new location is selected for the placement of a Red Light Camera System within the Municipality, the Municipality shall ensure that a Sign is posted at that new location at least ten (10) calendar days prior to the cameras becoming operational. Should a location be removed from a Red Light Camera System enforcement rotation within the Municipality, the Signs shall be taken down by the Municipality. The Municipality shall replace any and all lost, stolen or damaged Signs within the Municipality within thirty (30) calendar days of becoming aware of such event.

ARTICLE 13

INDEMNITY AND LIMITATION OF LIABILITY

13.1 Indemnity.

- (a) The Municipality agrees to defend, indemnify and hold harmless the Government of Ontario and its officers, employees, agents and contractors, from and against any and all Proceedings and Damages that may occur, by reason of:
- (b) any breach of this Agreement by the Municipality;
- (c) any non-compliance with Employee Security Statements by any of the Authorized Staff;
- (d) any negligent, improper, or unauthorized use or dissemination of Confidential Information by the Municipality or by Toronto on behalf of the Municipality or by the directors, officers, partners, employees, contractors (including Authorized Staff) or agents of the Municipality and Toronto;
- (e) any and all charges, Damages and expenses incurred or paid by the Government of Ontario, its employees, officers and/or agents in connection with any action, suit or proceeding with respect to a matter for which the Municipality is obligated to indemnify the Government of Ontario, its employees, officers, agents and subcontractors under this section 13.1;
- (f) any claims for personal injury, death or property damage by third parties, caused by the error, omission, negligence, wilful misconduct or recklessness of the Municipality or of

Toronto while acting on the Municipality's behalf, or of the officers, directors, agents, employers or subcontractors of the Municipality and Toronto in connection with this Agreement;

- (g) inaccurate, incomplete or out-of-date information contained in Licensed Information furnished to the Municipality by MTO;
- (h) any negligent acts or omissions or wilful misconduct by or on behalf of the Municipality in connection with this Agreement; or
- (i) MTO's failure or inability to supply the Licensed Information.

13.2 Limitation of Liability.

13.2.1 The Government of Ontario makes no Warranties with respect to the Licensed Information, including any Warranties that any Licensed Information (or any information contained in the Licensed Information) will be accurate, complete or up-to-date, or free of errors or omissions, in whole or in part, or that any Licensed Information will be fit for any purpose.

13.2.2 The Government of Ontario shall have no liability of any kind to the Municipality under any legal theory (including negligence, product liability, or breach of contract whether or not a fundamental breach or breach of a fundamental term). This limitation of liability is intended to be, and is considered to be, exhaustive in scope, and the Municipality acknowledges that this is the only basis on which MTO has approved the application and authorized MTO to enter into this Agreement with the Municipality.

13.2.3 Without limiting the generality of the foregoing, in no event will the Government of Ontario be liable for any Damages or Proceedings, (for greater certainty, including any claims for loss of profits or other indirect, special, incidental, consequential or punitive damages), arising out of the Municipality's use of, or inability to use or access, any Licensed Information; or delays by MTO in providing the Licensed Information; or from MTO's failure to supply Licensed Information, or from inaccurate, incomplete or out-of-date information contained in any Licensed Information. In addition to the limitation of liability in this Article 13, for avoidance of doubt, and without limitation, failure to supply Licensed Information is a Force Majeure event if circumstances described in section 17.1 were to occur which affect supply of the Licensed Information.

13.2.4 The Municipality releases and forever discharges the Government of Ontario (and the Government of Ontario's officers, employees, agents and contractors) from any Proceedings relating to any Warranties referenced in section 13.2.1, and from any liability, Damages or Proceedings referenced in sections 13.2.2 and 13.2.3.

13.3 Survival.

The provisions of this Article 13 shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 14
DEFAULT AND REMEDIES

14.1 Events of Default.

“Events of Default” means any one or more of the following:

- (a) the Municipality is merged with, or annexed by, another municipality;
- (b) the Municipality has submitted false or misleading information to MTO or makes a false representation in this Agreement;
- (c) there is a material degradation in the security measures (including security products, tools or procedures) that the Municipality has in place to protect the Licensed Information from improper access, loss, alteration or destruction;
- (d) the Municipality commits a Privacy Default and such Privacy Default is not curable or such Privacy Default is curable but the Municipality fails to cure it as expeditiously as possible and in any event within twenty four (24) hours of receiving notice of such Privacy Default from MTO;
- (e) the Municipality fails to make any payment as required under this Agreement, or if payment is in the form of a cheque or other negotiable instrument, such payment is rejected by MTO’s bank for insufficient funds;
- (f) the Municipality fails to meet any other term or condition of this Agreement (excluding any other default expressly referred to in this section 14.1) and such default is not curable or such default is curable but the Municipality fails to cure it within ten (10) calendar days of receiving notice of such default from MTO;
- (g) the Municipality fails to comply with the signage requirements in Article 12 of the Agreement; or
- (h) the Municipality is in default under any other agreement(s) with MTO relating to access or use of any Confidential Information and/or Licensed Information.

14.2 Remedies.

14.2.1 Upon the occurrence of an Event of Default, MTO shall have the right, effective immediately without notice, to:

- (i) terminate this Agreement;
- (ii) suspend, cancel or revoke the Municipality’s account(s) with MTO or any or all of the rights or privileges of the Municipality under this Agreement; or
- (iii) refuse to accept any Licensed Information Requests from the Municipality, or refuse to provide any Licensed Information Responses to the Municipality.

- 14.2.2 MTO may also pursue any appropriate administrative, civil and/or criminal remedies for default of any of the provisions of this Agreement.

ARTICLE 15 PROMOTIONAL MATERIAL

15.1 Accuracy.

Any promotional or informational material disseminated by the Municipality in connection with the Licensed Information or access to the Licensed Information shall be accurate and shall be consistent with the terms and provisions of this Agreement, and shall contain only factual statements relating to the Licensed Information and the purpose and conditions of access as set forth in this Agreement, or public awareness relating to the Red Light Camera System, as set out in section 15.3. For the avoidance of doubt, nothing in this section 15.1 shall be deemed to limit or release the Municipality from any of the confidentiality, security or privacy provisions of this Agreement.

15.2 Government of Ontario Trademarks and Logo.

Neither the Government of Ontario's name nor any Government of Ontario trademark or logo may be used by the Municipality without the prior written consent of MTO.

15.3 Public Awareness.

The Municipality shall include a red light running component in its public awareness campaign and promotion activities on road safety. The public awareness and promotional activities may include promotions in the media in the form of radio advertisements, posters, public service announcements, television advertisements, and joint road safety promotional activity with municipal police forces. The Municipality shall provide to MTO a copy of each publication (a script in the case of television and radio announcements) or any other documentation to be used in the public awareness campaign, which mentions red light running, and shall also provide MTO, if so requested by MTO, a written report, on the number and manner of promotional activities conducted within the Municipality to date.

ARTICLE 16 MONITORING OF SAFETY EFFECTIVENESS

16.1 Ongoing Monitoring.

During the Term, the Municipality shall monitor all collision types at intersections equipped with a Red Light Camera System within the Municipality and shall provide semi-annual written reports to MTO on the types of collisions, volumes of each type of collisions, number of charges

laid, and the number and types of injuries and fatalities that occurred at each intersection equipped with a Red Light Camera System within the Municipality during the reporting period. The semi-annual reports shall cover the period from April 1 to September 30 and October 1 to March 31 during the Term. Each report shall be submitted no later than 6 months after the respective reporting period.

ARTICLE 17 GENERAL PROVISIONS

17.1 Force Majeure.

A party hereto shall not be responsible for failures in performance due to Force Majeure.

Force Majeure means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy; war; blockade; civil commotions; labour stoppages; strikes; lockouts or walkouts; fire; flood; tidal wave; earthquake; epidemic; quarantine restriction; communication line or power failure; failure, inoperability or destruction of computer hardware, software or firmware; a stop-work order or injunction issued by a court or public authority having jurisdiction; or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with otherwise under this Agreement or does not arise by reason of:

- (a) the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- (b) any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- (c) lack or insufficiency of funds or failure to make payment of monies or provide required security;

provided further that, in the case of an event of Force Majeure, the party affected thereby shall notify the other party as soon as possible and in any event within five (5) Business Days following the date upon which the affected party first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the other party may verify same.

17.2 Non-Assignability.

The Municipality shall not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part.

17.3 Notification of Breach.

The Municipality shall notify MTO in writing immediately upon becoming aware that any of the provisions of this Agreement have been breached.

17.4 Dispute Resolution.

In the event of a dispute arising out of or in connection with this Agreement, the parties' respective contact person shall initially attempt to settle the dispute. If they are unable to do so within ten (10) Business Days from the date a party first raised the dispute in writing, they shall refer the dispute to their respective senior management who shall have a further ten (10) Business Days from the date of such referral to negotiate the resolution. Failing such resolution, the matter shall be referred to a single mediator mutually agreeable to both parties. Any decision of such mediator shall be a recommendation for resolution of the dispute but shall not be binding on a party without its consent. Failing resolution by the mediator, the dispute shall be referred to arbitration provided both parties agree to refer the dispute to arbitration and to the terms and conditions on which such arbitration shall be conducted.

17.5 Notices.

17.5.1 Any notification or other communication to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, email, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. Each party shall notify the other party within ten (10) calendar days of any change of address or contact person. Subject to change by either party with written notice in accordance with this section 17.5.1, notices shall be addressed in accordance with the addresses set out in **Part A-2 of Schedule "A"**.

17.5.2 Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission, email, or the date of delivery by courier service, or in the case of service by registered mail five (5) calendar days after the date of mailing.

17.6 Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

17.7 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, Warranties and agreements, written or oral, express or implied, between them. Except as expressly provided in this Agreement, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

17.8 Survival of Provisions.

Obligations under this Agreement which expressly or by their nature survive the termination or expiry of the Term will continue in force subsequent to, and in spite of, such termination or expiry until they are satisfied or by their nature expire.

17.9 Governing Law.

This Agreement shall be deemed to have been formed in the Province of Ontario and shall be governed by the laws in force in Ontario and the laws of Canada applicable in Ontario. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under, or related to, this Agreement.

17.10 Conflict between Red Light Camera Agreement and Law.

This Agreement shall not affect, modify or interfere with the rights, duties and responsibilities of the Province or the Municipality at law. If there is a conflict between one or more provisions of this Agreement and the laws of Ontario or of Canada, the law shall prevail and the conflicting provision shall be of no force or effect. Where this Agreement provides for a higher standard than the minimum standard provided by law, this shall not be deemed to be a conflict for the purposes of this provision.

17.11 Severability of Clauses.

If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be void or *ultra vires*, the provision or provisions shall be severed from the Agreement. The rest of the Agreement shall continue in force according to its terms and conditions and, provided that the context allows, its provisions shall be interpreted in the same way as they would have been had the severance not taken place.

17.12 Interpretation.

17.12.1 Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.

17.12.2 In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.

17.12.3 Unless specified otherwise in this Agreement, a reference in this Agreement to a statute refers to that statute as in force at the Effective Date and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute. A reference to a statute shall be deemed to include any regulations made under that statute.

17.12.4 For purposes of this Agreement, unless otherwise provided in this Agreement, a period of calendar days or Business Days shall be deemed to:

- (i) begin on the first day after the event that began that period, and
- (ii) end at 5:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time, as the case may be) on the last calendar day or Business Day, as the case may be, of that period.

17.12.5 In this Agreement the words “include”, “includes” or “including” mean “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

IN WITNESS WHEREOF, each of the parties have executed and delivered this Agreement as of the date first above written.

**HER MAJESTY THE QUEEN in right of Ontario,
as represented by the Minister of Transportation**

By: _____

Print Name: _____

Title: _____

Date: _____

**THE CORPORATION OF THE CITY OF
WINDSOR**

By: _____

Print Name: _____

Title: _____

Date: _____

**SCHEDULE "A" TO THE RED LIGHT CAMERA AGREEMENT
SPECIFICATIONS**

All capitalized terms herein have the meanings ascribed to them in the body of the Agreement which this **Schedule "A"** forms a part of, unless otherwise provided for in this **Schedule "A"**.

Part A-1

A. Licensed Information means Certified Information and Uncertified Information.

Uncertified Information means information containing the following components:

- Licence plate number
- Plate registrant name as of date of offence
- Plate registrant address, province and postal code as of date of offence
- Plate registration expiry
- Vehicle make, year and colour

Certified Information means the same plate registrant name and address as the Uncertified Information but which information is subsequently certified by the MTO Registrar of Motor Vehicles, as demonstrated through a certificate of ownership with the MTO seal.

B. List of Supporting Documents:

- Letter of support of respective Municipal Council
- Regulation designating the Participating Municipality
- Regulation designating the use of camera equipment in order to ensure compliance

C. Security Provisions and Standards: As set out in Article 7 of the Agreement.

Part A-2

A. Addresses for Notice:

(a) **For MTO:**

**87 Sir William Hearst Avenue
Building A, Room 178
Toronto, Ontario
M3M 0B4**

Attention: Manager, Red Light Camera Program

Telephone: (416)235-4613

(b) **For the Municipality: The Corporation of the City of Windsor**
350 City Hall Square West, 4th Floor Suite 200
Windsor, ON N9A 6S1

Attention: Melissa Ryan, Manager of Provincial Offences

Email: mryan@citywindsor.ca

- B. List of Authorized Staff: Staff who have been designated as such and who have been granted authority pursuant to this Agreement to access the information for the purposes specified in Article 4 of the Agreement, in accordance with the Agreement.

**SCHEDULE “B” TO THE RED LIGHT CAMERA AGREEMENT
EMPLOYEE SECURITY STATEMENT**

Employee Name:	
Division:	
Position #:	

1. **The Corporation of the City of Windsor**, (the “Municipality”) is licensed to receive confidential and personal information (the “Information”) from files and databases administered by the Ontario Ministry of Transportation (“MTO”). MTO is committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

2. As an employee of the Municipality, you may access this Information only when necessary to perform your duties as such employee in the course of your employment and only for the following purposes:

- to prepare, and to serve by mail or courier to registered licence plate holders notices that are prescribed by law, where a legal proceeding under the *Provincial Offences Act* will be commenced pursuant to subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, based on evidence obtained through the use of a Red Light Camera System; and
- for use in legal proceedings pursuant to subsections 144(18) and 144(18.1) of the *Highway Traffic Act*, based on evidence obtained through the use of a Red Light Camera System.

3. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Municipality.)

4. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)

5. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Municipality); and selecting random passwords that are not easy for others to guess.

6. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Municipality.

I have read and I understand the security policies stated above, and will comply with them and any other security policies and direction issued in the future by the Municipality or MTO. I understand that failure to comply with these policies and direction may result in disciplinary action by the Municipality and/or civil or criminal prosecution in accordance with applicable statutes.

Employee Signature	Date:	
Employee’s Manager (Printed)	Employee’s Manager (Signature)	Date:

SCHEDULE "C" TO THE RED LIGHT CAMERA AGREEMENT
FEE SCHEDULE

The Municipality's obligation to MTO in respect of fee payments shall be as provided for in this **Schedule "C"**. All capitalized terms herein shall have the meanings ascribed to them in the main body of the Agreement which this **Schedule "C"** forms a part of, unless otherwise provided for in this Schedule.

1.0 Cost

1.1 The Municipality acknowledges and agrees that the Cost Recovery Fee shall serve as the mechanism to recover the costs incurred by MTO in direct relation to the Red Light Camera System for each twelve (12) month period during the Term. Subject to this **Schedule "C"**, the Cost Recovery Fee for a twelve (12) month period shall be \$1.06 for each Licensed Information Request for Uncertified Information made during that period.

1.2 MTO reserves the right to review the Cost Recovery Fee at any time prior to the expiration of the full Term of the Agreement. Based on MTO's review, if the Cost Recovery Fee proves to be insufficient to cover all costs of the Province related to the Red Light Camera System, MTO may, as it sees appropriate, increase the Cost Recovery Fee by an amount sufficient to cover such deficiency. MTO shall provide written notice to the Municipality of any increase in the Cost Recovery Fee thirty (30) Business Days prior to the implementation of the increase. MTO's written notice shall include an explanation for the increase in the Cost Recovery Fee and the commencement date of the revised Cost Recovery Fee. Notwithstanding any termination under Article 3 of the Agreement, the Municipality shall be obligated to remit any additional fees specified by the Ministry in accordance with this section 1.2 no later than thirty (30) calendar days following receipt of an invoice from the Ministry for the additional fees.

1.3 This **Section 1.0** of **Schedule "C"** shall survive the termination or expiration of the Agreement.

2.0 Remittance of Fees.

2.1 The Municipality shall remit all Cost Recovery Fee payments under this **Schedule "C"** due to MTO at the following address:

**Ontario Shared Services
Financial Service Delivery Branch
40 Elm Street, Suite 41A
Sudbury, Ontario
P3C 1S8**

2.2 MTO shall invoice the Municipality for the total of the Cost Recovery Fee owed by the Municipality at the end of each fiscal period. The Municipality shall pay the amount specified in the invoice no later than thirty (30) calendar days from the date of receipt of the invoice from MTO.

2.3 The Municipality shall include agreement/account numbers in all Cost Recovery Fee payments, and the Municipality shall make such payments by cheque, credit card, money order or cash. All cheques and money orders shall be made payable to the “Minister of Finance/MTO”.

2.4 This **Section 2.0** of **Schedule “C”** shall survive the termination or expiration of the Agreement.

3.0 Dispute Resolution

3.1 In the event of a dispute between the parties regarding the amount, nature or reasonableness of the costs claimed by MTO, it shall be resolved using the procedure set out in section 17.4 of the Agreement.

4.0 Payment Upon Early Termination Without Cause

4.1 Early Termination by MTO

4.1.1 Notwithstanding any other provision of the Agreement, where the Agreement has been terminated by MTO without cause pursuant to section 3.2.2 of the Agreement, the Municipality shall only be responsible for the Cost Recovery Fee owed for Uncertified Information provided by MTO up to the date of termination.

4.1.2 This **Section 4.0** of **Schedule “C”** shall survive the termination of the Agreement.

4.2 Early Termination by the Municipality

4.2.1 Notwithstanding any other provision of the Agreement, where the Agreement has been terminated by the Municipality without cause pursuant to section 3.2.3 of the Agreement, the Municipality shall continue to be responsible for the Cost Recovery Fee associated with Uncertified Information provided by MTO up to the date of termination. Section 2.0 of this **Schedule “C”**, MTO shall provide the Municipality with an invoice for amounts owed by the Municipality no later than thirty (30) calendar days following the termination of the Agreement. The Municipality shall pay all amounts invoiced by MTO no later than thirty (30) calendar days following its receipt of MTO’s invoice. If any amounts are overpaid by the Municipality, MTO shall reimburse such amount no later than thirty (30) calendar days following the date the overpayment was determined. If any payments to MTO are outstanding under the Agreement, MTO shall deduct the amount of the overpayment from such amounts and remit the balance, if any, to the Municipality.

4.2.2 This **Section 4.2** of **Schedule “C”** shall survive the termination of the Agreement.

SCHEDULE “D” TO THE RED LIGHT CAMERA AGREEMENT
AUDIT, INSPECTION AND REVIEW

All capitalized terms herein have the meanings ascribed to them in the body of the Agreement which this **Schedule “D”** forms a part of, unless otherwise provided for in this **Schedule “D”**.

1. Right of Audit.

MTO shall have the right, from time to time, to Audit such of the Municipality’s operations as relate to or are involved in the performance of the Municipality’s obligations under the Agreement, including:

- (a) the Municipality’s security arrangements (including the Employee Security Statements), and the Municipality’s books and records; and
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

2. Timing of Audits.

The Audits contemplated in this **Schedule “D”** may be conducted at any time during the Municipality’s normal business hours upon 24 hours’ prior written notice (or, in the case of Audits relating to possible Privacy Defaults, without prior notice).

3. Authorized MTO Representatives.

MTO shall have the right to engage third party representatives to perform Audits contemplated in **Schedule “D”** provided that such persons are bound by confidentiality obligations with respect to Personal Information and confidential information belonging to the Municipality.

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limitation to the generality of this **Schedule “D”**, the Audit rights of MTO shall include the right to measure the Municipality’s compliance with: (A) the Privacy Laws; (B) the provisions of the Agreement relating to the Municipality’s compliance with the Privacy Laws; (C) the provisions of **Articles 4 to 8** of the Agreement **inclusive**; and (D) any other provisions of the Agreement that relate to Personal Information or the Processing of Personal Information.
- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated in **section 4 (a)** of **Schedule “D”**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 4 (a)**. Such meetings shall be held at such times and places as MTO may mutually agree upon with the Municipality from time to time, acting reasonably. However, if as a result of any such Audit MTO has reason to believe that the Municipality has committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO’s notifying the Municipality in writing that MTO wishes to hold such meeting.

5. **Performance Reviews.**

- (a) **Audits Relating to Overall Performance.** Without limitation to the generality of this **Schedule “D”**, the Audit rights of MTO shall include the right to measure the Municipality’s overall performance of its obligations under the Agreement.
- (b) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under **section 5 (a)** of **Schedule “D”**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 5 (a)**. Such meetings shall be held at such times and places as MTO (as the case may be) may mutually agree upon with the Municipality from time to time acting reasonably.

6. **Location and Manner of Audits.**

The Audits contemplated in this **Schedule “D”** may be conducted on-site at the location(s) of any of the Municipality’s businesses or operations that relate to, or are involved in, the performance of the Municipality’s obligations under the Agreement or the exercise of the Municipality’s rights under the Agreement, including the location(s) of any of the following:

- (a) the Employee Security Statements, or the Municipality’s books and records; or
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if the Municipality’s electronic systems have the functional capability of facilitating such remote Audits.

7. **Municipality Co-operation.**

The Municipality shall fully co-operate with MTO in facilitating the conduct of any Audits contemplated in this **Schedule “D”**, including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. **Duration of Audit Rights.**

The Audit rights of MTO shall continue in effect for a period of three (3) years after the expiration or termination of the Agreement.

9. **Correction of Defaults.**

Without limiting or restricting any other obligations of the Municipality, or rights or remedies of MTO, under the Agreement or at law or in equity:

- (a) the Municipality shall, at its sole cost, correct any breaches by the Municipality of the Agreement (including any Privacy Defaults) identified through an Audit (and in respect of which MTO has provided written notification to the Municipality requesting correction). Such corrections shall be done as expeditiously as reasonably possible and in

any event within the applicable cure period (if any) provided in **section 14.1** of the Agreement.

- (b) the Municipality shall notify MTO in writing upon such breaches having being corrected.
- (c) After receiving such notification from the Municipality, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in **section 9 (a)** of **Schedule “D”**:
 - (i) the Municipality shall provide to MTO, within ten (10) calendar days of receiving the notification referred to in **section 9 (a)** of **Schedule “D”** (or within five (5) calendar days of receiving such notification, where such breaches constitute Privacy Defaults), a reasonable written plan outlining the steps the Municipality will take to ensure that such breaches do not occur again; and
 - (ii) the Municipality shall implement the plan provided under **section 9 (d)(i)** of **Schedule “D”**.

10. **Costs of Audit.**

- (a) All costs incurred by the Municipality in connection with the Audits contemplated in this **Schedule “D”** shall remain solely the responsibility of the Municipality.
- (b) Except as provided in **section 10 (c)** of **Schedule “D”**, all costs incurred by MTO in connection with the Audits contemplated in this **Schedule “D”** shall remain solely the responsibility of MTO.
- (c) Despite **section 10 (b)** of **Schedule “D”**, if any Audit contemplated in this **Schedule “D”** discloses a material default by the Municipality under the Agreement, then the Municipality shall reimburse MTO for MTO’s reasonable and verifiable costs of conducting such Audit.

11. **Without Prejudice.**

For the avoidance of doubt, nothing in **Schedule “D”** shall be deemed to limit or prejudice the rights of MTO or the obligations of the Municipality under any other provision of the Agreement or at law or in equity.

12 **Survival.**

This **Schedule “D”** shall survive for a period of three (3) years following termination or expiry of the Agreement.

**SCHEDULE “E” TO THE RED LIGHT CAMERA AGREEMENT
LICENSED INFORMATION & TRANSMISSION PROTOCOL**

All capitalized terms herein have the meanings ascribed to them in the body of the Agreement which this **Schedule “E”** forms a part of, unless otherwise provided for in this **Schedule “E”**.

ARIS

For the purposes of the Red Light Camera Agreement, the Joint Municipal Processing Centre, operated by the City of Toronto, will request Ontario licence plate registrant data from MTO on behalf of Toronto and the Participating Municipalities, for red light running offences obtained by the Red Light Camera System.

The Joint Municipal Processing Centre will have access to Ontario vehicle licence plate registrant information using MTO’s Red Light Enforcement Internet site, otherwise known as ARIS. This site is not accessible to the public or any unauthorized personnel.

ARIS is an Internet based application developed exclusively for the Red Light Camera Agreement and is to be used by the Joint municipal Processing Centre on behalf of Participating Municipalities. The Joint Municipal Processing Centre will electronically request Ontario licence plate information on behalf of the Participating Municipalities. Access to the site is restricted to individuals who provide their ID, password and all valid data requirements. As well ARIS will track the number of requests for Uncertified Information and Certified Information submitted by the Joint Municipal Processing Centre on behalf of Toronto and each Participating Municipality.

Licensed Information Request Options

The Municipality shall only be able to itself obtain Certified Information. The Joint Municipal Processing Centre will obtain any Uncertified Information on behalf of the Municipality

There are three types of Licensed Information Requests available to the Joint Municipal Processing Centre:

1) **Online Uncertified Information Request:**

To electronically request and obtain Uncertified Information. Uncertified Information will be obtained from MTO vehicle registration database as of the date of the offence. Uncertified Information shall contain the following information:

- Licence plate number
- Plate registrant name as of date of offence
- Plate registrant address, province and postal code as of date of offence
- Plate registration expiry
- Vehicle make, year and colour

2) Online Certified Information Request:

To electronically request and obtain Certified Information. Certified Information, through a certificate of ownership, will be obtained from the MTO vehicle registration database as of date of offence and will be certified by the MTO Registrar of Motor Vehicles. Certified documents shall be mailed or electronically transmitted to the Joint Municipal Processing Centre, or the Joint Municipal Processing Centre shall arrange for pickup of the Certified Information document, subject to MTO approval, within 15 Business Days of receipt of a request submitted by the Joint Municipal Processing Centre to MTO. A certificate of ownership will not be produced for any request that does not contain a scheduled court date.

The certificate of ownership shall contain the following information:

- Licence plate number
- Registrant name as of date of offence
- Registrant address, province and postal code as of date of offence
- Date of offence
- Date of issue
- Registrar of Motor Vehicle's signature and MTO seal

3) Submitted Pre-formatted File:

A pre-formatted file request sent via hypertext transfer protocol secure may contain Licensed Information Requests for Uncertified Information and Certified Information.

Licence Plate Transmission Requirements

When submitting Licensed Information Requests to MTO via ARIS, either online or by preformatted file, there are certain requirements to follow to successfully request Licensed Information.

There must be at least one licence plate number submitted, otherwise, an error message will be displayed advising the user to correct the data. The length of a valid licence plate number will range from one to ten (1-10) characters and may contain any letter between A-Z, and a number from 0-9. Any character outside this range will result in an error message being displayed and will prompt the user to correct the data. Licensed Information Requests missing mandatory data will not be processed; an error message will be displayed, prompting the user to submit required data. When submitting number plate(s) via ARIS, a preliminary edit check will be performed to ensure all relevant data, for Certified and Uncertified Information Requests, is provided to complete the request. If a request does not pass the preliminary edit check, the user will be prompted to re-enter the appropriate data. Once the plate information passes the edit check, the request will be sent to the MTO database where a search will be conducted and a response will be provided to the processing centre. Once the search is initiated, the request will be conducted and a response will be provided to the Joint Municipal Processing Centre.

Data Access

Each Participating Municipality is assigned a unique Red Light Camera System account code that can be used by the Joint Municipal Processing Centre on behalf of a Participating Municipality. A user is assigned a user ID and personal password. The User ID and account code will be established by appropriate MTO staff and will be provided to the Participating Municipalities and Joint Municipal Processing Centre prior to using ARIS.

Interface for Internet Access

A secure Internet interface is used to allow the Joint Municipal Processing Centre to submit Licensed Information Requests to MTO. The Joint Municipal Processing Centre will access the interface through MTO's Internet universal resource locator. Interface security will be high grade with 128-bit encryption. Users will be required to enter a valid ID and password to access the interface and log on to ARIS.

Report Functions

The Joint Municipal Processing Centre will have access to print or view online reports. Reports available are:

A-R Account Statement Report: allows the user to view the activity of municipal accounts. This report shows the number of Licensed Information Requests submitted for Certified Information and Uncertified Information for each participating municipality. This report also shows the specific plate numbers queried by each participating municipality.

Hardware/Software Requirements

For Internet transactions via ARIS, the Joint Municipal Processing Centre will require a personal computer with Internet access using Internet Explorer 8.0 or greater. Adobe Acrobat Reader is required to view online Certified Information Requests. The Joint Municipal Processing Centre is responsible for hardware and software set-up required to access ARIS.

Contingency Plan

If for any reason ARIS is not accessible by the Joint Municipal Processing Centre, Licensed Information Requests shall be submitted to MTO, Red Light Camera System Co-ordinator or alternate person, by designated e-mail or facsimile.

SCHEDULE "F"
ANNUAL DECLARATION

In accordance with **section 9.2** of the Red Light Camera Agreement (the "Agreement") between the Ministry of Transportation ("MTO") and **The Corporation of the City of Windsor** ("Municipality), this Declaration must be completed and signed by the Municipality's signing authority indicated below and submitted annually to MTO at the address indicated below on or before the anniversary of the Agreement.

The Municipality represents that, between the date of the last Declaration submitted by the Municipality (or the date of the Agreement, if no previous Declaration has been submitted) and the date of this Declaration:

1 The Municipality has obtained signed Employee Security Statements from all Authorized Staff having access to any Confidential Information, as defined in the Agreement.

Yes _____ No _____

2. The Municipality maintains the appropriate means to protect the Confidential Information from improper access, loss, alteration or destruction, and for identifying instances of unauthorized access to or use of the Confidential Information

Yes _____ No _____

3. The Municipality has in its possession a signed copy of the Agreement that the Municipality entered into with MTO.

Yes _____ No _____

4. The Confidential Information is kept in a physically secure location to which access is restricted.

Yes _____ No _____

5. The Confidential Information is stored on computers protected by passwords that are treated as confidential and changed on a frequent basis.

Yes _____ No _____

6. The Municipality has procedures in place to comply with its obligations concerning maintaining up-to-date records of Authorized Staff as required in **section 8.3** of the Agreement.

Yes _____ No _____

7. Neither the Municipality nor (to the Municipality's best knowledge) any Authorized Staff has used Licensed Information for any purpose other than the purposes authorized in the Agreement.

Yes _____ No _____

8. The Municipality has submitted the semi-annual collision reports to the Ministry of Transportation as required by **section 16.1** of the agreement.

Yes _____ No _____

I hereby certify that all information provided in this Declaration and any attachment is true.

Signed: _____ **Date:** _____

Name: _____

Title: _____

Please attach further explanatory details regarding any of the above statements to which the answer is "No".

Please submit to:

Information Management Services Oversight Office

Ministry of Transportation
87 Sir William Hearst Avenue
Building A, Room 178
Toronto, Ontario
M3M 0B4
Attention: Red Light Camera Administrator

SCHEDULE "G" TO THE RED LIGHT CAMERA AGREEMENT

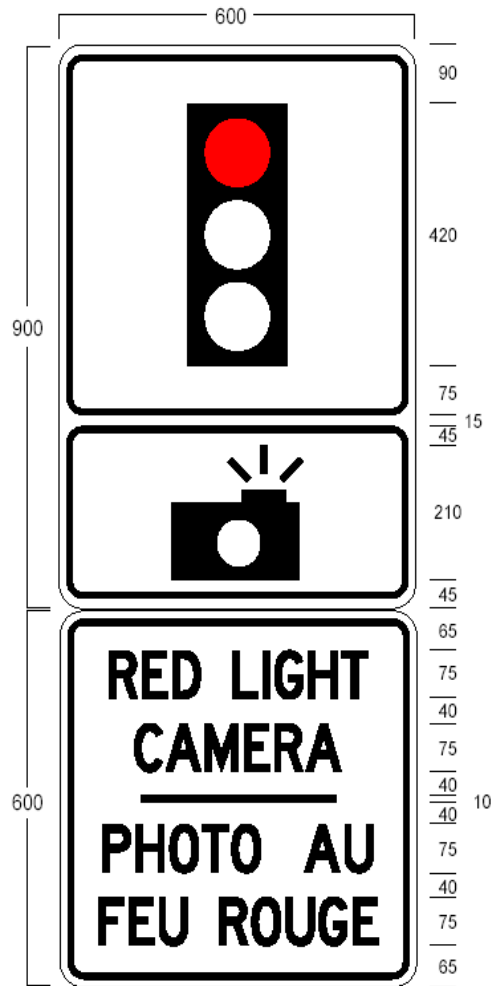
SIGNAGE

The signage requirements referenced in the Agreement shall be as specified below.

<h2 style="margin: 0;">Red Light Camera_Eng</h2>	<p>NON-STANDARD UNIFORM SIGN</p>			
<p>600 x 900 mm Tab 300 x 600 mm</p> <p>Font - FHWA Series D, 32 pt.</p> <p>1:10 Scale Drawing 1mm = 10mm</p>				
Sign No.	Blank #	Special Notes		
600mm x 900mm 300mm x 600mm	B-20 B-25b			
Sign Element	Colour	Min. Refl (ASTM)	Font	Dimensions in Millimeters (mm)
Background	White	Type 1		
Border Inner / Outer	Black / White	NA / Type 1		<small>Manager, Traffic Office, Engineering Standards Branch</small>
Text	Black	NA	Series D	
Symbol	Red / Black	Type 1 / NA		
Electronic File ID: Red Light_Eng_Pattern File_2004-12-23.ai			Revision Date: December 23, 2004	

Red Light Camera_BIL

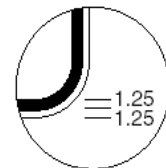
**NON-STANDARD
UNIFORM SIGN**



600 x 900 mm
Tab 600 x 600 mm

Font - FHWA Series D, 32 pt.

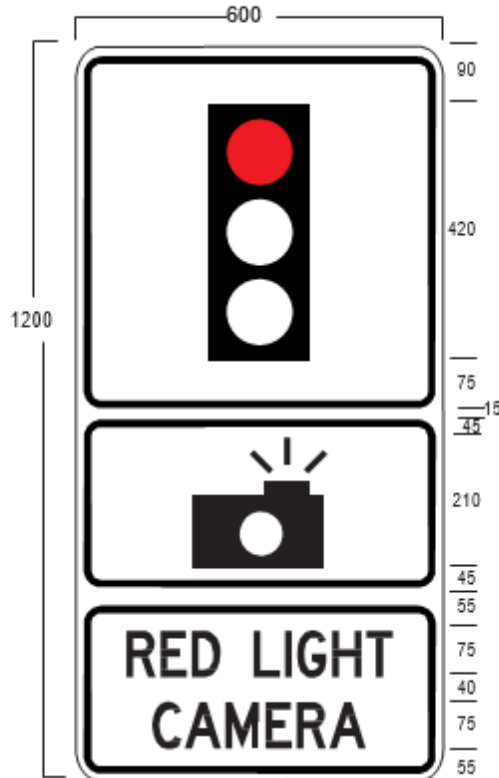
1:10 Scale Drawing
1mm = 10mm



Sign No.		Blank #	Special Notes	
600mm x 900mm 600mm x 600mm		B-20 B-18		
Sign Element	Colour	Min. Refl (ASTM)	Font	Dimensions in Millimeters (mm)
Background	White	Type 1	Series D	<small>Manager, Traffic Office, Engineering Standards Branch</small>
Border Inner / Outer	Black / White	NA / Type 1		
Text	Black	NA		
Symbol	Red / Black	Type 1 / NA		
Electronic File ID: Red Light_BIL_Pattern File_2004-12-23.ai			Revision Date: December 23, 2004	

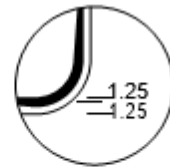
Red Light Camera_Eng


**NON-STANDARD
UNIFORM SIGN**



600 x 1200 mm
Font - FHWA Series D, 32 pt.

1:10 Scale Drawing
1mm = 10mm



Sign No.		Blank #	Special Notes
600mm x 1200mm		B-20 B-25b	
Sign Element	Colour	Min. Refl (ASTM)	Font Series D: Dimensions in Millimeters (mm)
Background	White	Type 1	 Ministry of Transportation Licensing Services Branch
Border Inner/Outer	Black/White	NA/Type 1	
Text	Black	NA	
Symbol	Red/Black	Type 1/NA	
Electronic. File ID: Red Light Signage One Piece.pdf			Revision Date: December 6, 2018

Red Light Camera_BIL			NON-STANDARD UNIFORM SIGN
<p style="text-align: right;">600 x 1500 mm Font - FHWA Series D, 32 pt. 1:10 Scale Drawing 1mm = 10mm</p>			
Sign No.	Blank #	Special Notes	
600mm x 1500mm	B-20 B-18		
Sign Element	Colour	Min. Refl (ASTM)	Font Series D: Dimensions in Millimeters (mm)
Background	White	Type 1	Ministry of Transportation Licensing Services Branch
BorderInner/Outer	Black/White	NA/Type 1	
Text	Black	NA	
Symbol	Red/Black	Type 1/NA	
Electronic. File ID: Red Light Signage One Piece Bilingual.pdf			Revision Date: December 6, 2018

APPENDIX "A"

Form 2

Expropriations Act

NOTICE OF APPLICATION FOR APPROVAL TO EXPROPRIATE LAND

IN THE MATTER OF an application by The Corporation of the City of Windsor for approval to expropriate land and interests in land being shown on Schedule "A" attached, all in the City of Windsor, County of Essex for the purpose of the Cabana/Division Corridor Improvements Project-Phase 3 and 4.

NOTICE IS HEREBY GIVEN that application has been made for approval to expropriate the land described as follows:

On Schedule "A" attached hereto.

Any owner of lands in respect of which notice is given who desires an inquiry into whether the taking of such land is fair, sound and reasonably necessary in the achievement of the objectives of the expropriating authority shall so notify the approving authority in writing,

- (a) in case of a registered owner, served personally or by registered mail within thirty days after the registered owner is serviced with the notice, or, when the registered owner is served by publication, within thirty days after the first publication of the notice;
- (b) in the case of an owner who is not a registered owner, within thirty days after the first publication of the notice.

The approving authority is:
The City Council of the City of Windsor
City Hall, P. O. Box 1607
350 City Hall Square West
Windsor, Ontario
N9A 6S1

Name of expropriating authority:
The Corporation of the City of Windsor
Shelby Askin Hager
City Solicitor

This Notice first published on the 4th day of March, 2021.

Schedule "A"

1. Part of Lot 237, Plan 1361 being Part 1 on Plan 12R28341 in fee simple
2. Part of Lots 128, 129 and 130, Plan 1033 being Part 2 on Plan 12R28348 in fee simple
3. Part of Lots 131 and 132, Plan 1033 being Part 3 on Plan 12R28348 in fee simple
4. Part of Lots 47 and 48, Plan 1033 being Part 1 on Plan 12R28348 in fee simple
5. Part of Lot 2 Con 4, being Parts 18 and 19 on Plan 12R28347 in fee simple
6. Part of Lot 2 Con 4, being Part 3 on Plan 12R28343 in fee simple
7. Part of Lot 2 Con 4, being Part 2 on Plan 12R28343 in fee simple
8. Part of Lot 2 Con 4, being Part 1 on Plan 12R28343 in fee simple
9. Part of Lots 1397, 1398 and 1399, Plan 1023 being Part 8 on Plan 12R28345 in fee simple

10. Part of Lots 944 and 945, Plan 1023 being Parts 7 and 9 on Plan 12R28345 in fee simple
11. Part of Lots 942 and 943, Plan 1023 being Part 6 on Plan 12R28345 in fee simple
12. Part of Lots 939, 940 and 941, Plan 1023 being Part 5 on Plan 12R28345 in fee simple
13. Part of Lots 481-487 inclusive and Part Closed Alley described as Part 1 on 12R5794 all on Plan 1023 being Parts 4 and 10 on Plan 12R28345 in fee simple
14. Part of Lot 222, Plan 1023 being Part 3 on Plan 12R28345 in fee simple
15. Part of Lots 219, 220 and 221, Plan 1023 being Part 2 on Plan 12R28345 in fee simple
16. Part of Lots 217 and 218, Plan 1023 being Part 1 on Plan 12R28345 in fee simple
17. Part of Lot 9, Plan 1595 being Part 1 on Plan 12R28347 for underground utility purposes
18. Part of Lots 8 and 9, Plan 1595 being Part 2 on Plan 12R28347 for underground utility purposes
19. Part of Lots 7 and 8, Plan 1595 being Part 3 on Plan 12R28347 for underground utility purposes
20. Part of Lot 6, Plan 1595 being Part 4 on Plan 12R28347 for underground utility purposes
21. Part of Lot 5, Plan 1595 being Part 5 on Plan 12R28347 for underground utility purposes
22. Part of Lot 4, Plan 1595 being Part 6 on Plan 12R28347 for underground utility purposes
23. Part of Lot 3, Plan 1595 being Part 7 on Plan 12R28347 for underground utility purposes
24. Part of Lots 1 and 2, Plan 1595 being Parts 8 and 9 on Plan 12R28347 for underground utility purposes.

All in the City of Windsor, County of Essex