

Agenda

Civic Works Committee

The 15th Meeting of the Civic Works Committee

November 19, 2019, 4:00 PM

Council Chambers

Members

Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Pelozza, Mayor E. Holder

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The Committee will recess at approximately 6:30 PM for dinner, as required.

Pages

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2. Consent	
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2.7 By-law and Vehicle Lease Agreements - Urban Animal Management Inc. and Tourism London	54
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3. Scheduled Items	
4. Items for Direction	
5. Deferred Matters/Additional Business	
5.1 Deferred Matters List	71
6. Confidential	
6.1 Solicitor-Client Privilege / Potential Litigation / Directions and Instructions	
A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, potential litigation,	

and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations with respect to the abandoned utility pipe in the 2017 Byron Baseline Infrastructure Renewal Project.

6.2 Solicitor-Client Privilege / Potential Litigation / Directions and Instructions

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, potential litigation, and directions and instructions to officers and employees or agents of the municipality with respect to a claim from Middlesex Condominium Corporation Number 122, property located at 163 Pine Valley Drive.

7. Adjournment

Transportation Advisory Committee

Report

The 10th Meeting of the Transportation Advisory Committee
October 22, 2019
Committee Room #5

Attendance PRESENT: D. Foster (Chair), A. Abiola, G. Bikas, D. Doroshenko, B. Gibson, Z. Gorski, T. Kerr, T. Khan, M.D. Ross and S. Wraight and J. Bunn (Committee Secretary)

ABSENT: P. Moore and M. Rice

ALSO PRESENT: M. Elmadhoon, Sgt. S. Harding, J. Kostyniuk, T. Macbeth, T. MacDaniel, D. MacRae and A. Miller

The meeting was called to order at 12:15 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Adelaide Street North Environmental Assessment

That it BE NOTED that the attached presentation from A. Hussain and A. Evraire, Parsons Inc., with respect to the Adelaide Street North Environmental Assessment, was received.

2.2 Vision Zero Update

That it BE NOTED that the attached presentation from M. Elmadhoon, Traffic and Transportation Engineer and T. MacDaniel, Chair, Middlesex-London Road Safety Committee, with respect to an update on Vision Zero, was received.

3. Consent

3.1 9th Report of the Transportation Advisory Committee

That it BE NOTED that the 9th Report of the Transportation Advisory Committee, from its meeting held on September 24, 2019, was received.

3.2 Municipal Council Resolution - Automated Speed Enforcement Program

That it BE NOTED that the Municipal Council resolution, from its meeting held on October 1, 2019, with respect to the Automated Speed Enforcement Program, was received.

3.3 Municipal Council Resolution - Area Speed Limit Program

That it BE NOTED that the Municipal Council resolution, from its meeting held on October 1, 2019, with respect to the Area Speed Limit Program, was received.

3.4 Notice of Public Information Centre #2 - Dingman Drive East of Wellington Road to Highway 401 and Area Intersections - Municipal Class Environmental Assessment

That it BE NOTED that the Notice of Public Information Centre #2, dated October 24, 2019, from M. Elmadhoon, City of London and J. Haasen, AECOM Canada Ltd., with respect to the Municipal Class Environmental Assessment for Dingman Drive east of Wellington Road to Highway 401 and Arva Intersection, was received.

3.5 Automated Speed Enforcement

That it BE NOTED that the communication, dated October 15, 2019, from D. Foster, with respect to the recommendations of the Transportation Advisory Committee related to Automated Speed Enforcement, was received.

3.6 TAC 2019 Work Plan

That the following actions be taken with respect to the 2019 Transportation Advisory Committee (TAC) Work Plan:

- a) a Working Group BE ESTABLISHED, led by Z. Gorski, to review the rehabilitation work on Highbury Avenue South (the road phase and the bridge phase); it being noted that this project is an item on the 2019 TAC Work Plan; and,
- b) the 2019 TAC Work Plan, as at October 2019, BE RECEIVED.

3.7 TAC 2019 Work in Progress Document

That it BE NOTED that the 2019 Transportation Advisory Committee Work in Progress document, as at October 14, 2019, was received.

3.8 (ADDED) Cycling Advisory Committee Cycling Master Plan Review

That a member of the Cycling Advisory Committee (CAC) BE INVITED to attend a future meeting of the Transportation Advisory Committee to present the Transportation Master Plan implications of the Cycling Master Plan Review document, dated October 16, 2019, from the CAC Master Plan Review Working Group.

4. Sub-Committees and Working Groups

4.1 Parking Statistics Request

That it BE NOTED that the Transportation Advisory Committee held a general discussion with respect to the communication from B. Gibson, as appended to the agenda, related to requesting parking statistics from the Civic Administration.

5. Items for Discussion

None.

6. Adjournment

The meeting adjourned at 1:48 PM.



Adelaide Street North Municipal Class Environmental Assessment Study

Presentation to Transportation Advisory Committee

Parsons Inc.
October 22, 2019



Agenda

- Study Area / Background
- Problem / Opportunity Statement
- Alternative Solutions
- Alternative Design Concepts
- Preferred Design Concept
- Changes to Adelaide Street / Sunningdale Road Intersection
- Preferred Design Concept - Potential Environmental Impacts and Mitigation Measures
- Project Timeline

Study Area / Background

- Study Corridor between Fanshawe Park Road and 350m north of Sunningdale Road East, including Sunningdale Road East from Blackwater Road to Stoney Creek Community Centre Entrance.
- The current (2013) Transportation Master Plan (TMP) has recommended widening of this section of Adelaide Street North from two to four lanes.
- Adelaide Street North and Sunningdale Road East are classified as Civic Boulevards in the London Plan.
- Per the City's Complete Streets Design Manual, Civic Boulevards are intended to accommodate "multi-modal travel, with a priority on pedestrian, cycling and transit movements".
- Future subdivision developments are planned north of Sunningdale Road East.
- "Schedule C" Municipal Class EA.



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Problem / Opportunity Statement

- Based on the recommendations of the City of London's Smart Moves Transportation Master Plan, and confirmed through a corridor traffic analysis undertaken as part of the study, Adelaide Street North, from Fanshawe Park Road East to Sunningdale Road East, has been identified as requiring additional north-south traffic capacity to address future traffic operational deficiencies.
- In addition to addressing traffic capacity requirements, there is also an opportunity to improve the roadway to meet the City's Complete Streets standards which includes incorporating transit, active transportation, and safety initiatives.

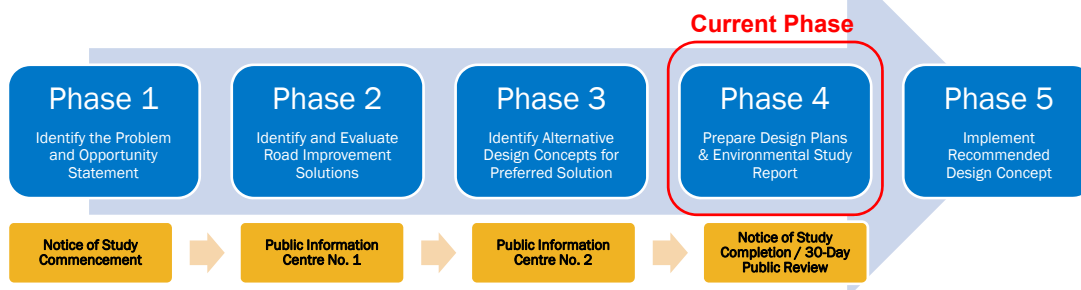


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Study Background

- Study commenced in June 2018.
- Two Public Information Centres held:
 - PIC#1: November 14, 2018 (55 attendees)
 - PIC#2: June 5, 2019 (28 attendees)
- Currently in Phase 4 – Preparation of Preliminary Design Plans and Environmental Study Report.



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Alternative Solutions

- | | |
|---|--|
| <p>✗ 1 Do Nothing
Maintain existing roadway network and provide no changes to Adelaide Street North (forms a baseline for comparison of alternative solutions).</p> | <p>✗ 4 Improve Alternative Routes
Undertake improvements (capacity or operational) on adjacent roads where justified (e.g. Highbury Avenue, Richmond Street).</p> |
| <p>✗ 2 Limit Development
Restrict development in the surrounding area to projects already underway in order to limit growth.</p> | <p>✓ 5 Operational/Intersection Improvements
Improve existing intersection operations and undertake roadway geometric improvements (roundabouts, traffic signals, through lanes, turn lanes, etc.).</p> |
| <p>✓ 3 Incorporate Travel Demand Management (TDM) Measures
Introduce TDM measures to reduce or redistribute the travel demand (e.g. carpooling, workplace changes, pricing, etc.).</p> | <p>✓ 6 Provide Additional Lanes
Widen Adelaide Street North with additional lanes to increase traffic capacity and accommodate future growth.</p> |
| <p>A combination of alternatives 3, 5, 6 and 7 were recommended for the development of alternative design concepts.</p> | <p>✓ 7 Accommodate Other Travel Modes
Improve existing facilities to encourage active transportation (walking, cycling, etc.) and improve Adelaide Street North/Sunningdale Road East to accommodate existing transit services.</p> |

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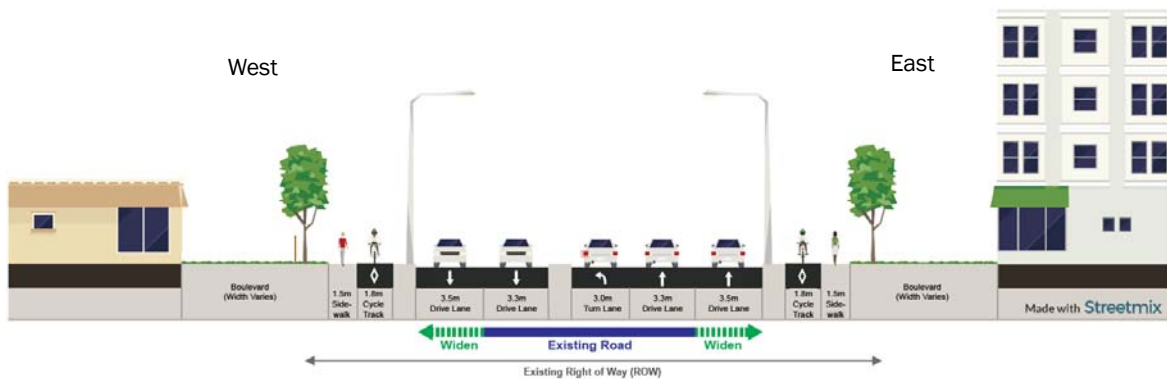
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Alternative Design Concepts

1

Widen from the Centerline

Generally widen Adelaide Street from the centerline of the roadway (i.e. approximately even widening on both west and east sides).



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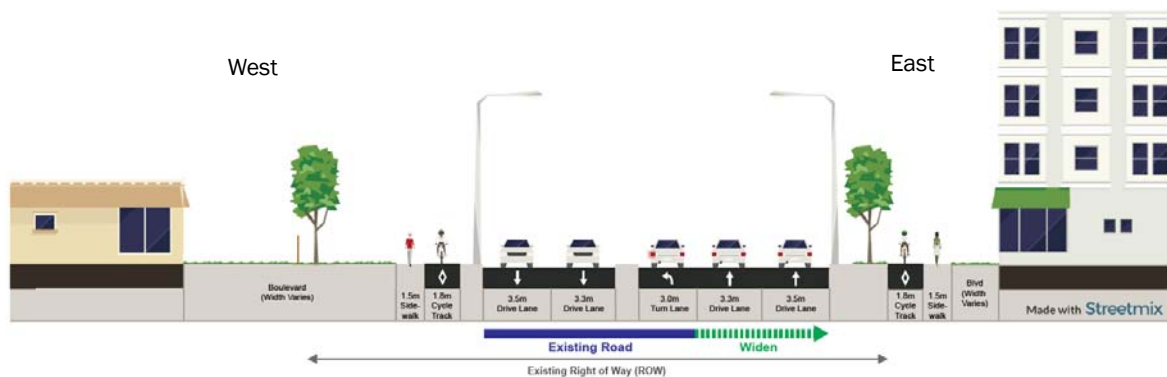
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Alternative Design Concepts

2

Widen to the East

Generally widen Adelaide Street to the eastside, while mostly maintaining the westside.



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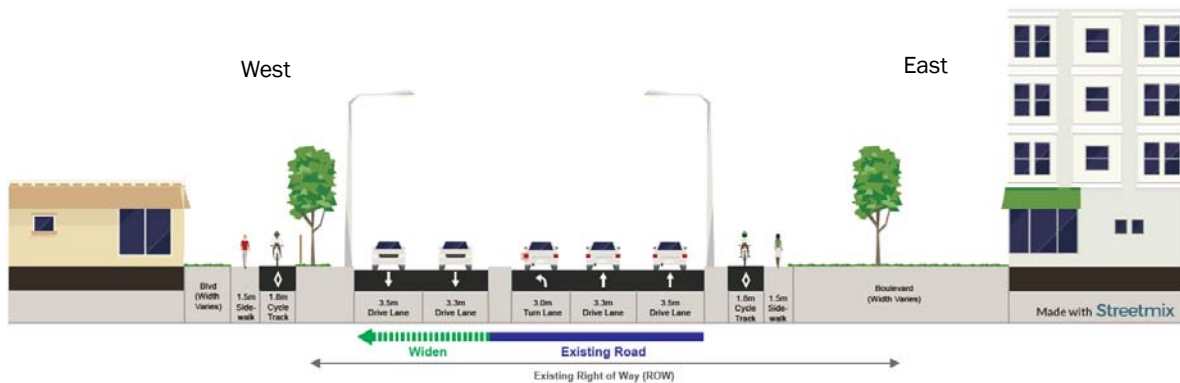
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Alternative Design Concepts

3

Widen to the West

Generally widen Adelaide Street to the westside, while mostly maintaining the eastside.



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Evaluation of Alternative Design Concepts - Summary

Widen to the East

Not Recommended. There would be significant property and environmental impacts to the east (Drainage/Impacts to Powell Drain Culvert, Wildlife Habitat, Property, Noise)

Widen to the West

Not Recommended. There would be significant property and environmental impacts to the west (Wildlife Habitat, Property, Noise)

Widen from the Centerline

Recommended. There will be the least impacts overall

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Preferred Alternative – Highlights

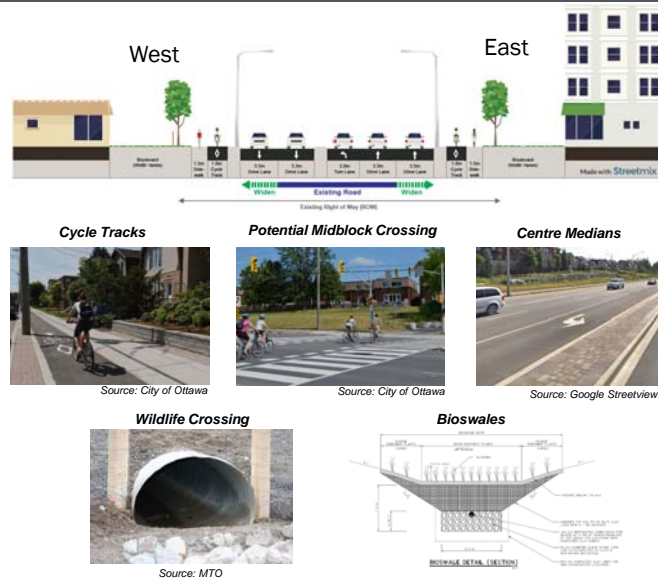
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Widen from the Centerline

Widen Adelaide Street from the centerline of the roadway (i.e. approximately even widening on both west and east sides).

Includes:

- ✓ 3.3 m – 3.5m Travel Lanes.
- ✓ 1.8 m Off Road Cycle Tracks, 1.5m – 2.0m Sidewalks.
- ✓ Centre Medians.
- ✓ Potential Midblock Pedestrian and Cyclist Crossing at Powell Drain.
- ✓ Implementation of left turn lanes at all intersections.
- ✓ Implementation of right turn lanes where warranted, including at Fanshawe Park Road East.
- ✓ Recommendation for a Wildlife Crossing Culvert near the Powell Drain.
- ✓ Improvements to Powell Drain Culvert to improve flow across Adelaide Street North.
- ✓ Bioswales to accommodate run-off (where feasible).



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Preferred Alternative - Proposed Intersection Controls

Existing



Proposed



- **New traffic signals** are warranted along Blackwater Road at Sunningdale Road East and Adelaide Street North.
- **Future east-west collector roads** as part of development north of Sunningdale Road would be stop-controlled when entering onto Adelaide Street north (2-way stop).

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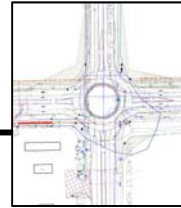
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Changes to Adelaide Street / Sunningdale Road Intersection

A roundabout was recommended in Sunningdale Rd ESR but is not carried forward in this EA Study at the intersection of Adelaide Street North and Sunningdale Road East. Due to significant increase in volumes, a roundabout at this location would require more than two entry and circulatory lanes, operate worse than a signalized intersection, require significant property acquisition and create challenges for pedestrian and cyclist movements.



Roundabout



Traffic Signal



Required Number of Entry Lanes	✗✗ More than two entry and circulatory lanes would be required.	✓ Adequate amount of entry lanes can be accommodated.
Traffic Operations	✗✗ Does not operate well without additional entry lanes.	✓ Operates well with proposed number of entry lanes.
Land/Property Requirements	✗✗ Requires significant property to meet geometric requirements.	✓ Does not require significant property to meet geometric requirements.
Pedestrian & Cyclist Movements	✗ Results in out of the way travel for pedestrians and cyclists	✓ Minimizes travel distance for pedestrians and cyclists
Vehicle Speeds and Potential Conflict Points	✓ Reduces vehicle entry speeds and number of potential conflict points.	✗ Greater vehicle entry speeds and number of potential conflict points.
Vehicle Emissions (Idling)	✓ Reduced delays (free flow movements) resulting in reduced fuel consumption.	✗ Idling during a stop cycle or waiting to turn increases fuel consumption.
Recommendation	Not recommended.	Recommended.

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Preferred Design Concept - Potential Environmental Impacts and Mitigation Measures

- A summary of the preliminary project impacts and mitigation measures are provided below:

CATEGORY	IMPACTS	MITIGATION MEASURES
Natural Environment	<ul style="list-style-type: none"> Vegetation and wildlife removal. Tree removals. Disturbance and potential spread of invasive species (Phragmites). 	<ul style="list-style-type: none"> Construction fencing and other design measures to delineate work areas, protect trees and minimize areas of disturbance. Implementation and maintenance of erosion and sediment controls. Disturbed areas will be vegetated and/or covered as soon as possible. Best Management Practices related to materials storage/stockpiling, equipment fueling and maintenance. Management of invasive species prior to the commencement of construction to minimize disturbance and spread. Disturbance, clearing or disruption of vegetation within appropriate timing windows to avoid impacts to birds and bats. In-water work to be completed using construction best management practices (e.g. coffer dams) and fall within the MNRF permitted timing window, to avoid impacts to fish during sensitive life stages.

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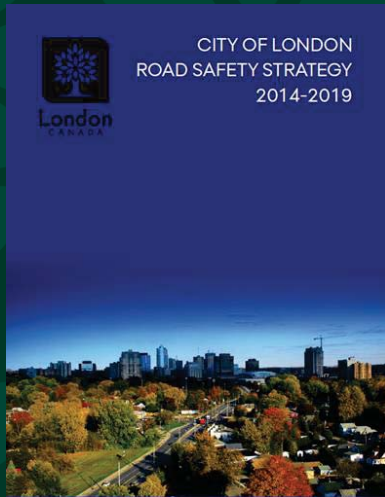
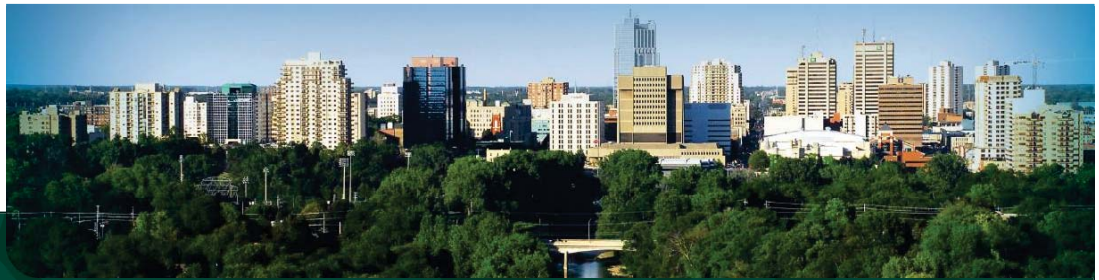
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Potential Environmental Impacts and Mitigation Measures

CATEGORY	IMPACTS	MITIGATION MEASURES
Drainage & Stormwater Management	<ul style="list-style-type: none"> Existing flooding issues at Powell Drain. Increased stormwater runoff. Disturbance to groundwater. 	<ul style="list-style-type: none"> Better culvert maintenance or relocation of existing orifice control at inlet to improve flow across Adelaide Street North. Exploration of Low-Impact Development (LID) measures in detailed design to help improve stormwater quality and quantity. Limiting amount of water to be displaced where possible.
Air Quality	<ul style="list-style-type: none"> Short term increase in pollutants resulting from construction. 	<ul style="list-style-type: none"> Best management practices during construction and additional tree planting along the corridor.
Noise	<ul style="list-style-type: none"> Short term impacts due to construction. No significant long-term noise increases 	<ul style="list-style-type: none"> Time of day restrictions during construction and other best management practices to reduce noise levels.
Traffic & Transportation	<ul style="list-style-type: none"> Impacts to traffic resulting from construction activities. 	<ul style="list-style-type: none"> Development of a Traffic Management Plan prior to construction.
Property	<ul style="list-style-type: none"> Limited property acquisition required. Some changes to a "right-in, right-out" only access. 	<ul style="list-style-type: none"> N/A
Cultural Heritage	<ul style="list-style-type: none"> No impacts to Cultural Heritage resources. 	<ul style="list-style-type: none"> N/A
Archaeology	<ul style="list-style-type: none"> No impacts to archaeological resources (no archaeological potential). 	<ul style="list-style-type: none"> N/A

Project Timeline - Next Steps

- Confirmation of Recommended Alternative Design Concept;
- Finalization of Environmental Study Report (ESR);
- Council Approval and Notice of Study Completion (January 2020); and
- Construction tentatively planned for 2029** following further stages of design work.



City of London Vision Zero – Next Generation Road Safety Strategy

Presentation to Transportation Advisory Committee (TAC)

October 22, 2019

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London Road Safety Strategy (LRSS)

• The Context:

- ☐ Motor vehicle collisions and associated injury and death
- ☐ Social cost of transportation incidents in Ontario (over \$18 billion)
- ☒ In London – per year:
 - ☐ 7,000 to 10,000 reported collisions
 - ☐ 1,000 to 1,500 persons injured; up to 100 severely injured
 - ☐ Up to 10 deaths





Key Steps in Developing the LRSS

- ☐ Review road safety status and trends
- ☐ Establish two-tiered committee structure
- ☐ Develop Mission, Vision & Goal
- ☐ Identify target areas from literature, collision data, public consultation
- ☐ Develop countermeasures
- ☐ Assess the capacity to deliver service
- ☐ Finalize program

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London Road Safety Strategy

• Project Process:



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Partners in Road Safety:



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London Road Safety Strategy

Two-Tiered Committee :



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London Road Safety Strategy

• Vision, Mission, and Goal:



VISION: A path to a safer road environment for all transportation users in London.



MISSION: To save lives and reduce serious injuries to all transportation users through leadership, innovation, coordination, and program support in partnership with other public and private organizations.



GOAL: 10% reduction in fatal and injury traffic collisions within five (5) years (2014 – 2019).

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London Road Safety Strategy

• Determining Emphasis Areas:



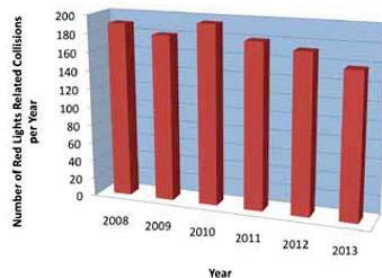
• Collision analysis



• Public opinion



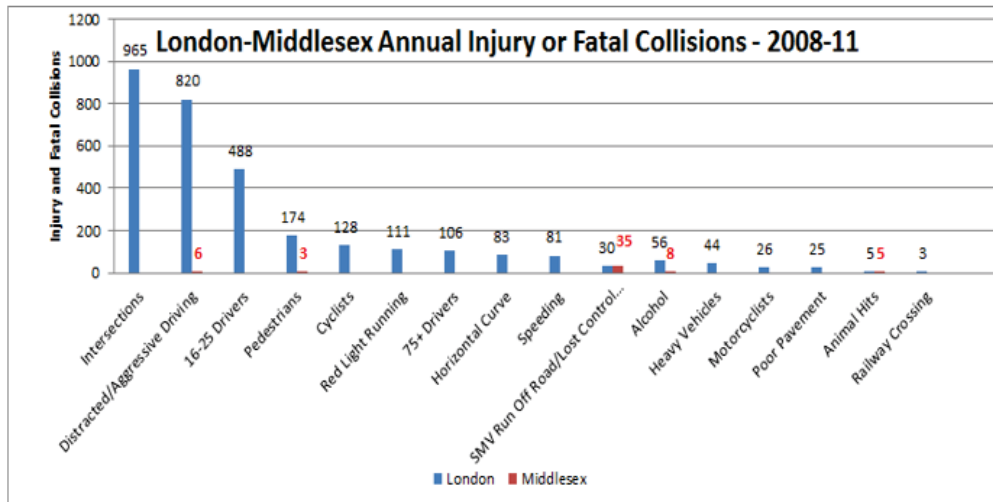
• Strategic and practical considerations





London Road Safety Strategy

- Collision Analysis:**



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London Road Safety Strategy

- Selected Emphasis Areas:**



Cyclists



Distracted & Aggressive Drivers



Young Drivers



Intersections



Pedestrians General



Pedestrians ASRTS & Safe Neighborhoods



Red Light Running

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4 E's of Injury Prevention

• Countermeasures:



Engineering

Changes to the physical format of the roadway, traffic control, warning devices, pavement markings, or changes to the regulations.



Education

Change road user behaviors to be more aware of their surroundings and take less risky actions.



Enforcement

Manned police and automated enforcement of rules of the road intended to gain better compliance.



Empathy

Trying to put one road user in the position of another, so that they better understand the consequences of their actions.

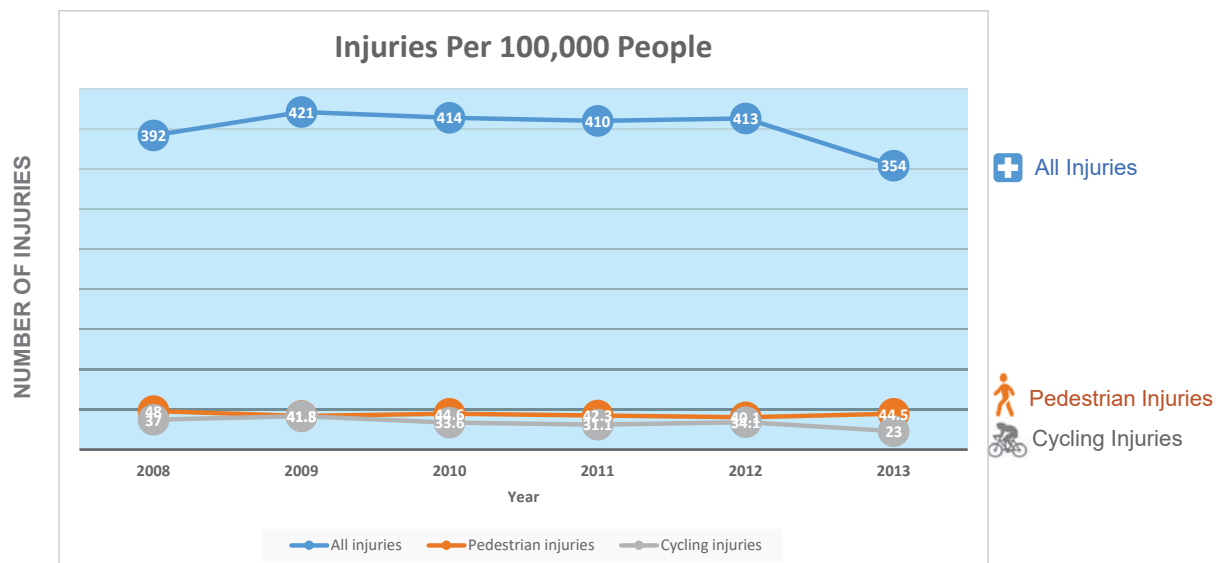


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Before Implementation of LRSS!



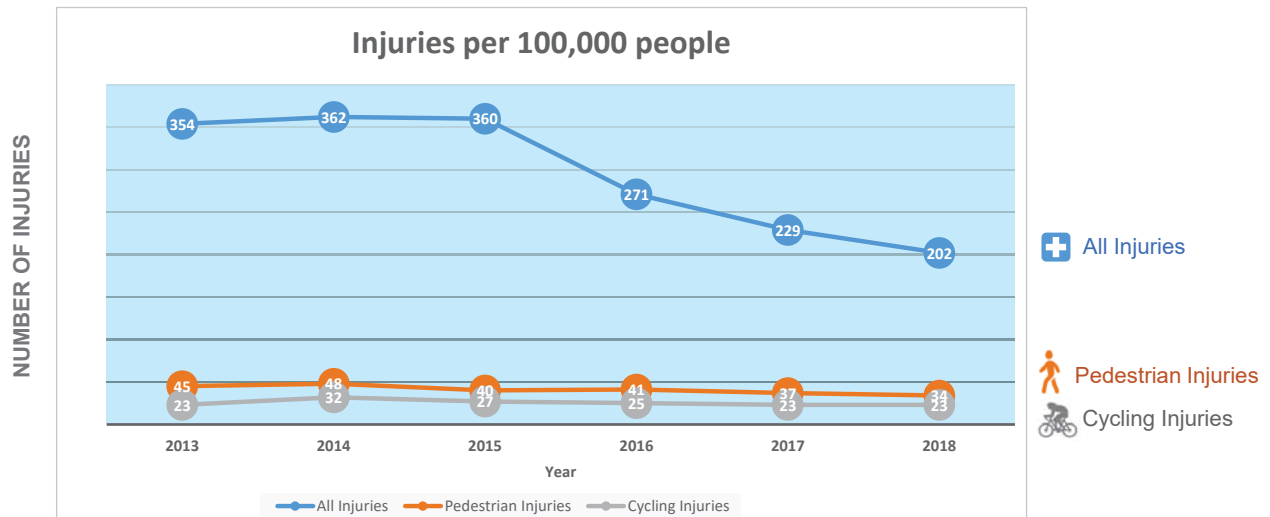
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After Implementation of LRSS!



How did we do it?

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Implementation 2014 - 2019

Engineering

- Complete Streets
- Network screening
- Red Light Cameras
- Cycling Master Plan
- Peds' Crossovers / Book 15
- Cycling Facilities / Book 18
- Updated Traffic Calming Guidelines



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Implementation 2014 - 2019

Engineering

- Designated-(Bike/Buffered bike lanes, Paved Shoulders): **82.1 km**
- Protected-(Cycle Tracks): **4.9 Km**
- Installed **116** Pedestrian Crossovers (PXO's)
- Installed Advance Street Name signs at more than **30** intersections



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Implementation 2014 - 2019

Engineering

- Installed **10** Red Light Cameras
- Implemented **40 km/h** school zones
- Traffic LED Signals Improvement Program - Middlesex County
- Recently, Council approved the **Automated Speed Enforcement** in school zones



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Implementation 2014 - 2019

❑ Enforcement

- Pro-active Enforcement Program
- Unmarked Enforcement of Distracted Driving
- PXO enforcement
- Safe Routes to elementary and secondary school program by Middlesex OPP



Implementation 2014 - 2019

❑ Education

- completed **15** neighbourhood audits
- IMPACT for Young Drivers- more than **8,000** high school students reached
- Buckle Up Phone Down Campaign
- Safe Winter Driving Campaign
- Active and Safe Routes to School (ASRTS)

ACTIVE AND SAFE ROUTES TO SCHOOL
ROUNDABOUT SAFETY TOOLKIT
BE SEEN! BE SAFE!



active & safe
routes to school
ST. THOMAS, ELGIN, MIDDLESEX, LONDON, OXFORD





Implementation 2014 - 2019

Supportive Campaigns: Distracted/Aggressive Drivers

Phase 1: Dec 2014-Feb 2015

Cineplex Evaluation

Invested: \$16,313.25

Nov 28, 2014- Jan 1, 2015 = 35 days

- 3 Locations in Ontario on 31 Screens
- 30 second spot ran 1 time prior to each film on each screen
- The attendance:
 - 159,276 at the Cineplex locations.
 - 16,285 at the Landmark location.
 - 159,276 views of Lobby screens at Cineplex locations

Phase 2: May 2015

Invested : \$9,288.56

- 1 location Silver City Masonville
- 30 second spot within 10 minutes to show-time
- Evaluation Survey conducted after movie



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Implementation 2014 - 2019

Supportive Campaigns: Pedestrians LEGO Pedestrian Crossover Video

Educational video for Crossing safely at PXO!

[http://www.london.ca/residents/Roads-Transportation/traffic-management/PublishingImages/MLHU%20-%20Crossing%20Safely%20at%20Pedestrian%20Crossovers-SUBTITLE-21December17%20\(1\).mp4](http://www.london.ca/residents/Roads-Transportation/traffic-management/PublishingImages/MLHU%20-%20Crossing%20Safely%20at%20Pedestrian%20Crossovers-SUBTITLE-21December17%20(1).mp4)



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Implementation 2014 - 2019

Supportive Campaigns: Cyclists



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VISION ZERO PRINCIPLES

- ✓ No loss of life is acceptable
- ✓ Traffic fatalities and serious injuries are preventable
- ✓ All make mistakes
- ✓ Are physically vulnerable when involved in motor vehicle collisions
- ✓ Eliminating fatalities and serious injuries is a shared responsibility between road users and those who design and maintain our roadways

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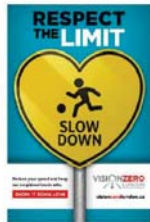
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Implementation 2014 - 2019

Supportive Campaigns: Drivers

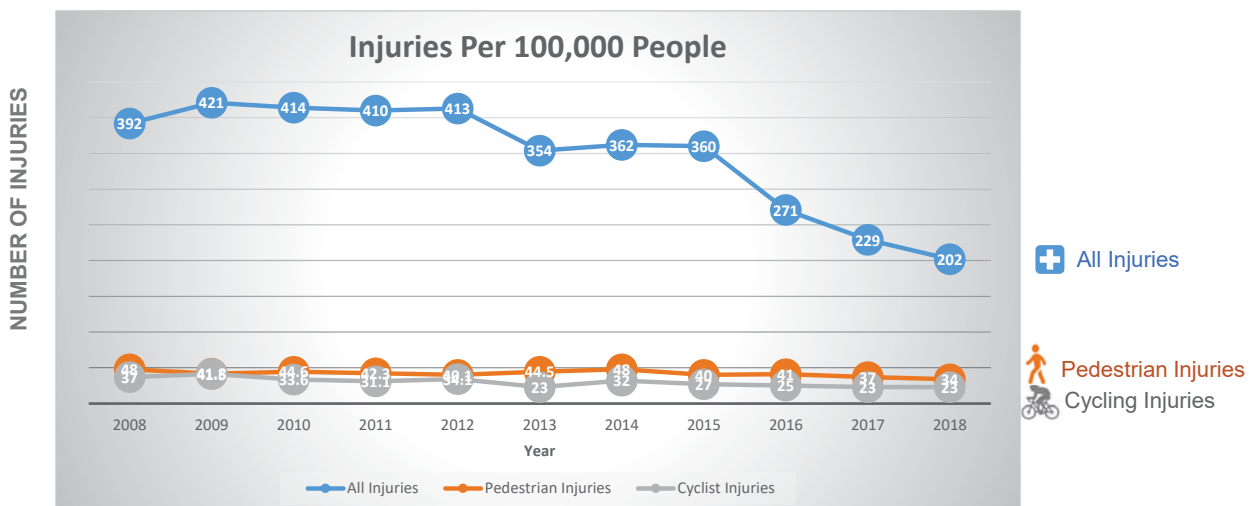


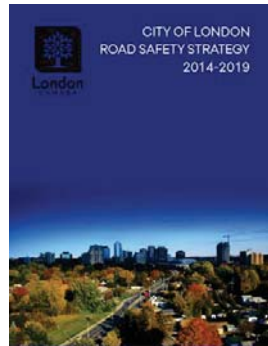
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Road Safety Strategy-Vision Zero





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Steps to Next Generation LRSS 2.0

- ☐ Build on the success of the Vision Zero-London Road Safety Strategy 2014-2019
- ☐ Explore Vision Zero Canada for best practices to improve road safety for pedestrians and cyclists.
- ☐ Develop Mission, Vision & Goal
- ☐ Broaden the E's
- ☐ Develop countermeasures
- ☐ Assess the capacity to deliver service



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Questions!



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TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	ENDORSEMENT OF UPDATED OPERATIONAL PLAN FOR LONDON'S DRINKING-WATER SYSTEM

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer,

- a) the following report **BE RECEIVED** for information, and
- b) the current Operational Plan for the City of London Drinking-Water System **BE ENDORSED** by Council as per the requirements of O. Reg. 188/07.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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[Endorsement of Revised Operational Plan for London's Drinking-Water System, November 3, 2015, Civic Works Committee, Agenda Item 17](#)

[Endorsement of Updated Operational Plan for the Elgin-Middlesex Pumping Station \(London Portion\), February 20, 2019, Civic Works Committee, Agenda Item 2.6](#)

2019-2023 STRATEGIC PLAN

The following report supports the 2019-2023 Strategic Plan through the strategic focus area of *Building a Sustainable City: Infrastructure is built, maintained and operated to meet the long-term needs of our community.*

BACKGROUND

Purpose

The purpose of this report is to seek Council's endorsement of the London Water System's Operational Plan. Endorsement of the Operational Plan is required by regulation, and the terms of London's Operational Plan require endorsement within one year of a newly elected Municipal Council's inaugural meeting.

Context

Ontario's Municipal Drinking Water Licensing Program requires municipalities to develop and maintain Quality Management Systems (QMSs) that conform to the 21 elements of Ontario's Drinking-Water Quality Management Standard (DWQMS). The QMS must be documented in an Operational Plan, which details the organizational structure, policies, procedures, processes, and resources needed to implement and maintain the QMS.

Each municipal Operational Plan must be endorsed by the owner of the water system (The Corporation of the City of London) as per O. Reg. 188/07. The first Operational Plan for the City of London Water System was endorsed by Council in 2008. ***Copies of the Operational Plan will be hand delivered to Councillors.***

DISCUSSION

One of the hallmarks of any Quality Management System is the principle of continual

improvement. Opportunities for improvement are continually identified through day-to-day experiences, staff recommendations, system changes, and QMS audits. An effective QMS will evaluate these opportunities for improvement and implement appropriate modifications. As a result, the Operational Plan that documents the QMS is a constantly evolving document.

In 2018, the government of Ontario released updates to Ontario’s Drinking-Water Quality Management Standard, and City staff have consequently updated London’s Operational Plan to conform to the revised standard. The current Operational Plan also includes other technical and administrative changes since the previous endorsement.

Element 3 (Commitment and Endorsement) of London’s Operational Plan contains the following wording:

“The Owner endorses the Operational Plan through a Council Resolution. The Owner’s commitment to an effective QMS is evidenced by the resources provided for maintenance and continual improvement of the QMS. The Operating Authority will request renewal of the Owner’s endorsement following each municipal election within one (1) year after the inaugural meeting of the newly elected Municipal Council, and/or when such changes are made to the Operational Plan as to require a significant increase in the resources required for the QMS.”

The current version of the Operational Plan for the City of London Water System is therefore being submitted for review and endorsement by Council.

Section 19 of the Safe Drinking Water Act, 2012 imposes a statutory standard of care on “the owner of a municipal drinking water system, and every person who, on behalf of the municipality, oversees the accredited operating authority of the system or exercises decision-making authority over the system”. Review and endorsement of the water system Operational Plan is one of several actions that can be taken to satisfy the standard of care requirement.

SUMMARY

The Operational Plan that documents the Quality Management System for the City of London Water System must be endorsed by London’s City Council. Operational Plans evolve over time as part of the continual improvement cycle. London’s Operational Plan was last endorsed by Council in 2015.

The current version of the Operational Plan for the City of London Water System is now being submitted for review and endorsement by Council.

PREPARED BY:	REVIEWED & CONCURRED BY:
JOHN SIMON, P. ENG. DIVISION MANAGER WATER OPERATIONS	SCOTT MATHERS, P. ENG. MPA DIRECTOR, WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

CC: Aaron Rozentals, Dan Huggins

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	AWARD OF CONSULTING ENGINEERING SERVICES FOR ARVA-HURON WATER PIPELINE MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT MASTER PLAN – RFP 19-53

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the award of consulting engineering services for RFP 19-53 Arva Pumping Station to Huron Street Water Pipeline Municipal Class Environmental Assessment Master Plan (EW3553):

- (a) The proposal submitted by AECOM Canada Limited, 410-250 York Street, Citi Plaza, London, Ontario N6A 6K2, is in the amount of \$373,082, including 10% contingency (\$33,917), excluding H.S.T. The contingency amount is to be increased to \$50,000 (\$16,083 in addition to the \$33,917). This will increase the total fee to \$389,165, excluding H.S.T, to **BE AWARDED** in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;
- (b) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix "A";
- (c) The Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project; and
- (d) The Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to effect these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- [Corporate Asset Management Plan 2019 \(GM BluePlan and City of London 2019\)](#)
- [Arva-Huron Pipeline Chamber Upgrades and Pipe Replacement – EW3576 – Civic Works Committee Meeting on January 10, 2017, Agenda Item #12](#)
- [Long-term Large Diameter Pipe Inspection Strategy and Single Source Procurement – EW3717, EW3717-14 – Civic Works Committee Meeting on July 21, 2014, Agenda Item #6](#)
- [Concrete Pressure Pipe Inspection Fiber Optic Installation – EW3717 - Amendment of Existing Contract, May 29, 2012, Civic Works Committee Meeting, Agenda Item #10](#)
- [Sole Source: EW3717 Concrete Pressure Pipe Inspection – Fiber Optic Installation, April 14, 2010, Board of Control, Agenda Item #27](#)

2019-2023 STRATEGIC PLAN

This report supports the Strategic Plan in the following areas:

- Building a Sustainable City:
 - Infrastructure is built, maintained and operated to meet the long-term needs of our community; and
 - Growth and development is well planned and sustainable over the long term.
- Leading in Public Service:
 - Trusted, open, and accountable in service of our community;
 - Exceptional and valued customer service; and
 - Leader in public service as an employer, a steward of public funds, and an innovator of service.

BACKGROUND

Purpose

This report recommends that AECOM Canada Limited (AECOM) be appointed as the consultant to undertake the Arva Pumping Station to Huron Street Water Pipeline Municipal Class Environmental Assessment Master Plan (EW3553).

Context

The City of London receives approximately 85% of its water supply from the Lake Huron Water Supply System (LHWSS). A key component of the delivery of this water into the City’s distribution system is through Pipelines from Arva Pumping Station to Huron Street. The alignment of the current pipeline is through agricultural lands, environmental lands, and areas highly constrained by existing development. The current location of the pipeline make repair and maintenance extremely difficult. The Arva-Huron Water Pipeine EA will develop a new alignment for the pipeline. Once this corridor is established, a long-term replacement plan will be developed and the recommended corridor will be protected.

DISCUSSION

Arva-Huron Pipeline

The current Arva-Huron pipeline configuration is as follows:

- There are two 1050mm (42”) concrete pipelines from the Arva Pumping Station to Fanshawe Park Road;
- There is a single 1050mm (42”) concrete pipeline between Fanshawe Park Road and Chamber 13 (located in Huron Street Woods); and
- There is a single 1350mm (54”) concrete pipeline between Chamber 13 and Huron Street.

The majority of these water pipelines were constructed in 1966 and range in condition from fair to very good. These water pipelines are extremely critical to the City’s water supply system and are important assets to monitor and maintain. Due to this fact, the City has completed multiple risk assessments and inspections since the pipelines were installed. An Acoustic Fiber Optic (AFO) system was also installed in the majority of the pipeline in order to actively detect leaks and/or deterioration occurring in the pipelines.

There are a number issues with the current alignment and condition of these pipelines. These issues include:

- Access to repair and maintain the pipeline between Fanshawe Park Road and Windermere Road is highly challenging if not impossible due to the encroachment of existing development. A sample map of this encroachment is included as Appendix C

- The area between the Thames River and Huron Street is located in an environmental area. Work within the area is highly disruptive to the natural environment and access for pipeline maintenance is limited. This area is also prone to flooding. An Acoustic Fiber Optic (AFO) system for monitoring the pipeline condition could not be installed within the pipe in this area due to accessibility issues. A map of this area is included as Appendix D.
- Pipes in this area south of Windermere Road and north of the Thames River were replaced in 2017 and found to be highly deteriorated.
- The existing 15.2m (50 ft.) wide easement south of Windermere Road is not adequate to allow twinning of the existing pipeline by traditional methods.
- The majority of this pipe north of London was constructed through agricultural fields and is difficult to access.

The Arva-Huron Water Pipeline Municipal Class Environmental Assessment Master Plan will address short and long-term asset management and develop a recommended re-alignment of the pipeline.

Procurement Process

A two-stage process of request for qualifications and request for proposals was selected for this project in accordance with section 15.2(e) of the City of London's Procurement of Goods and Services Policy. The two-stage process was followed because of the complexity of the project and the desire to prequalify consultants for the RFP process.

In June of 2019, a public request for qualifications was posted for consulting services for a municipal class environmental assessment and a preliminary design for the water pipeline from Arva Pumping Station to Huron Street. Five firms responded, submitting expressions of interest and qualifications. Three (3) firms were shortlisted to submit proposals. In September 2019, the request for proposal for the Arva Pumping Station to Huron Street Water Pipeline Municipal Class Environmental Assessment Master Plan was sent to the three consultants, and three proposals were received at the RFP closing.

The City's evaluation team determined that the proposal provided by AECOM provided the best value. AECOM is the most experienced consultant when it comes to hydraulic modeling of our system and they have extensive understanding of how our system operates. They also have extensive experience in asset management and completing EAs and master plans. AECOM's fees were the lowest of the successful proposals and within the budget for the project. Overall, their proposal met all of the key project requirements and their staff are qualified to undertake the required engineering services.

Scope of Work

The scope of the project is to carry out a municipal class environmental assessment master plan and the necessary preliminary design work to evaluate short and long-term asset management and develop a proposed re-alignment in accordance with the municipal class environmental assessment process outlined by the Municipal Engineers Association of Ontario.

This project will:

- Recommend an asset management plan including continued or enhanced maintenance, inspection, rehabilitation, etc. for the existing water pipelines from Arva Pumping Station to Huron Street; and
- Review the appropriate locations for new, expanded, or replacement sites for the existing water pipelines from Arva Pumping Station to Huron Street.

Future engineering assignments beyond this environmental assessment master plan may be carried out to address detailed design and construction administration of the preferred short-term and long-term alternatives if necessary. Any future assignments will follow appropriate procurement procedures per the City of London's Procurement of Goods and Services Policy.

Project Costs

AECOM’s fee submission of \$373,082, including 10% contingency, with an additional \$16,083 contingency and excluding H.S.T., is within the budget allocation for this work. The project’s evaluation team reviewed AECOM’s proposal and found it met all of the key project requirements. The additional contingency was agreed upon because the relatively large project limits and unknown future corridor alignment causes uncertainty in the archaeological and heritage scope.

CONCLUSIONS

The proposed consulting team, AECOM, has extensive experience with similar work and is well qualified to undertake the required engineering services. Based on the review by the evaluation team, it is determined that retaining AECOM is in the best financial and technical interests of the City. It is recommended that AECOM be awarded this consulting assignment to undertake all tasks related to the Arva-Huron Water Pipeline Municipal Class Environmental Assessment Master Plan

PREPARED BY:	REVIEWED & CONCURRED BY:
AARON ROZENTALS, P. ENG. DIVISION MANAGER, WATER ENGINEERING	SCOTT MATHERS, MPA, P. ENG. DIRECTOR, WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER	

November 8, 2019

Attach: Appendix “A” – Sources of Financing
 Appendix “B” – Project Limits
 Appendix “C” – Access Issues Examples

CC. John Freeman – Manager, Purchasing & Supply
 Chris Ginty – Procurement Officer, Purchasing & Supply
 Gary McDonald – Budget Analyst, Finance & Corporate Services
 John Haasen – Senior Vice President, AECOM Canada Ltd.
 John Simon – Division Manager, Water Operations
 Pat Lupton – Environmental Services Engineer, Water Engineering
 Alan Dunbar
 Jason Davies

APPENDIX 'A'

#19154

Chair and Members
Civic Works Committee

November 19, 2019
(Appoint Consulting Engineer)

**RE: Services for Arva-Huron Water Pipeline Municipal Class Environmental
Assessment Master Plan - RFP 19-53
(Subledger NT19EW09)
Capital Project EW3553 - Arva Huron Watermain Environmental Assessment
AECOM Canada Limited - \$389,165 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$550,000	\$396,014	\$153,986
City Related Expenses	50,000		50,000
NET ESTIMATED EXPENDITURES	<u>\$600,000</u>	<u>\$396,014</u> 1)	<u>\$203,986</u>
<u>SUMMARY OF FINANCING:</u>			
Drawdown from Capital Water Reserve Fund	\$600,000	\$396,014	\$203,986
TOTAL FINANCING	<u>\$600,000</u>	<u>\$396,014</u>	<u>\$203,986</u>

1) **Financial Note:**

Contract Price	\$389,165
Add: HST @13%	50,591
Total Contract Price Including Taxes	439,756
Less: HST Rebate	43,742
Net Contract Price	<u>\$396,014</u>

JG

Jason Davies
Manager of Financial Planning & Policy

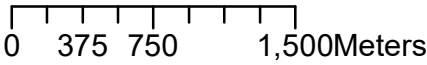
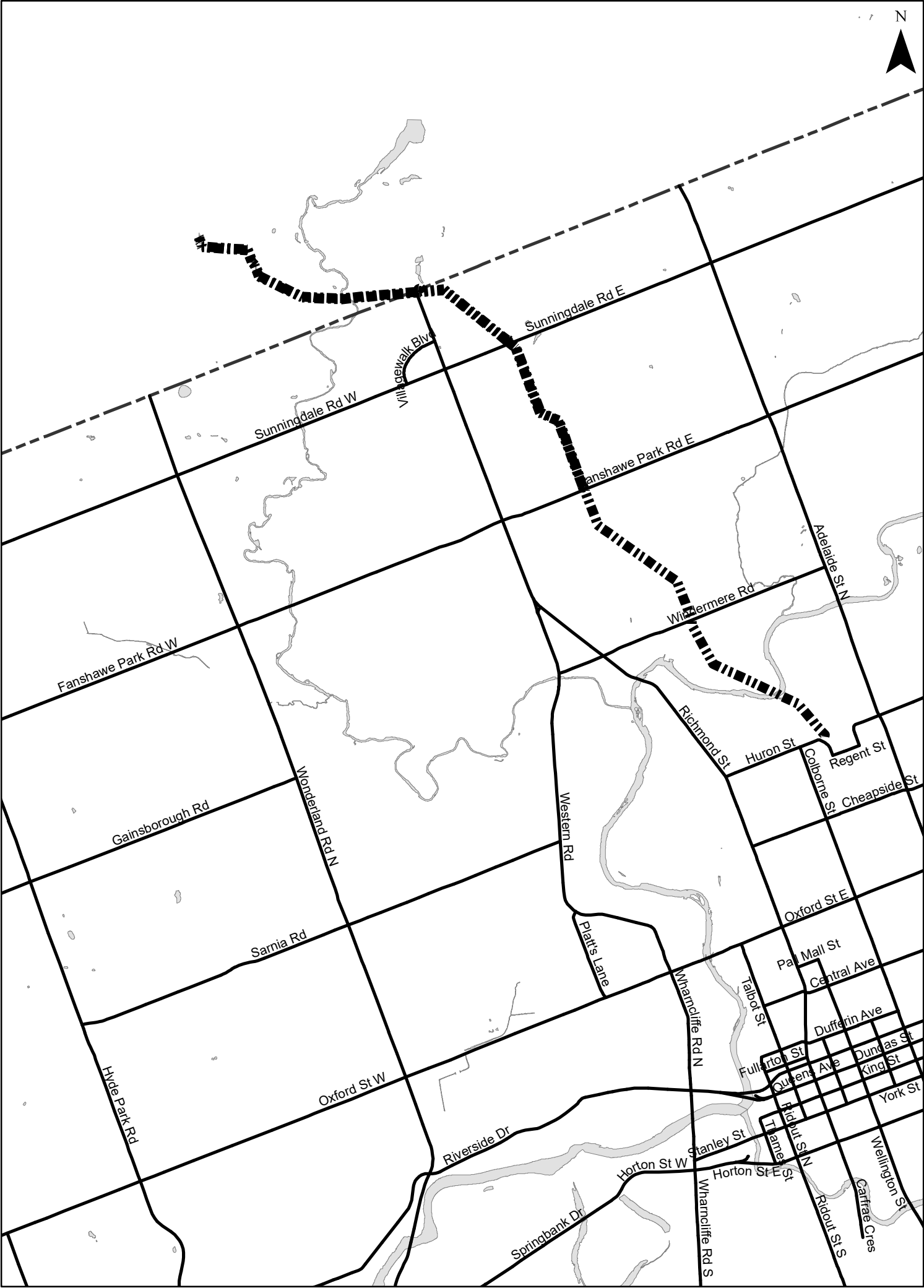
Appendix B



London
CANADA

Project Limits

Pipeline Alignment from Arva Pumping Station to Huron Street



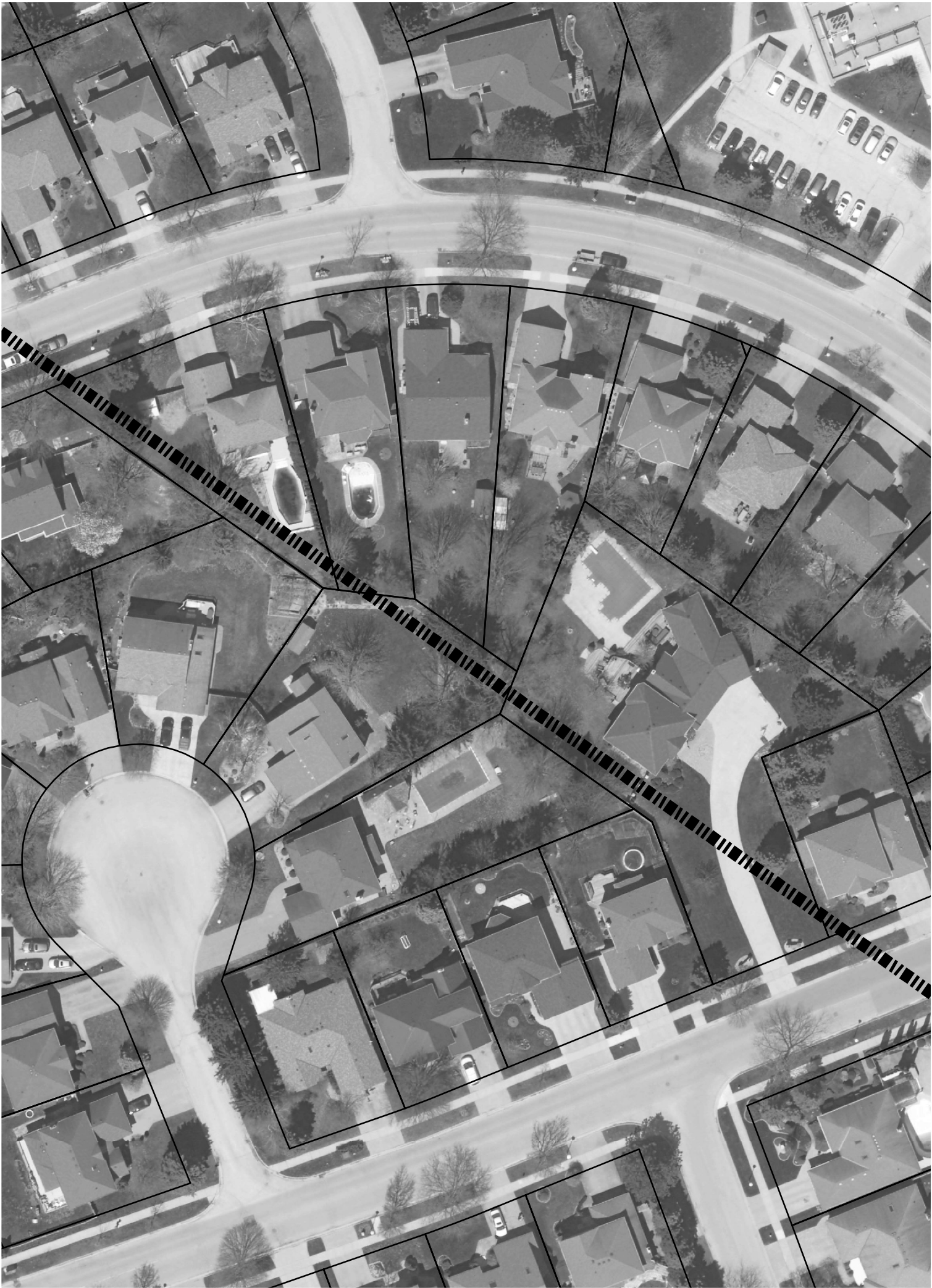
■■■■■ Arva-Huron Pipeline
--- City Boundary

Appendix C



Pipeline access issues due to historic development

London
CANADA



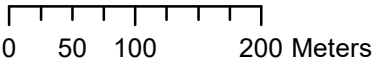
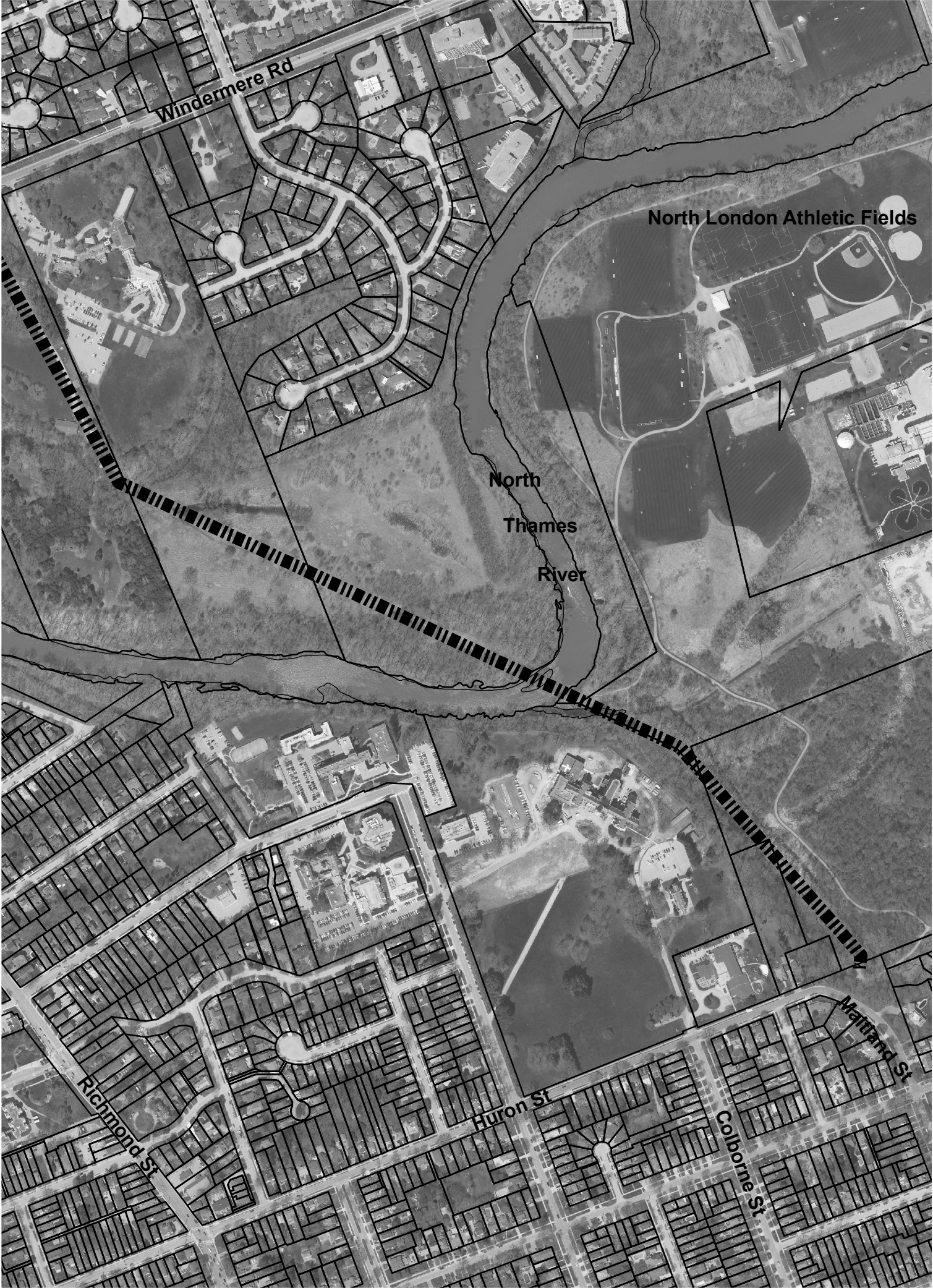
0 5 10 20 Meters

Appendix D



Pipeline crosses Thames River and natural areas

London
CANADA



TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	REQUEST FOR PROPOSAL 19-45 CONTRACT AWARD OF 2019 CURED IN PLACE PIPE (CIPP) SEWER LINING PROGRAM

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to Request for Proposal 19-45:

- a) The bid submitted by Insituform Technologies Ltd. at its tendered price of \$4,528,218.30 (HST excluded), **BE ACCEPTED**, it being noted that the bid submitted by Insituform Technologies Ltd. was the only bid meeting the technical criteria and meets the City’s specifications and requirements in all areas;
- b) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix ‘A’;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and
- e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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May 28, 2018	“Tender T18-48 Supply and Installation of Sewer Liners Cured in Place Pipe (CIPP)”, Civic Works Committee
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2019-2023 STRATEGIC PLAN

The following report supports the 2019 – 2023 Strategic Plan through the strategic focus area of *Building a Sustainable City: Infrastructure is built, maintained and operated to meet the long-term needs of our community.*

BACKGROUND

Purpose

To award the annual contract to supply and install cured in place pipe (CIPP) sewer liners.

Context

The City of London uses trenchless sewer repairs, where appropriate, to repair damaged sewers without having to perform open cut construction. CIPP repairs involve inserting a resin filled felt or fiberglass tube into a sewer, inflating the tube and adding heat (via steam or hot water) or UV light to cure the resin. Once the resin cures, the tube has formed into a tight fitting pipe within a pipe. The result is a functionally “new” sewer with a life expectancy of 50+ years.

DISCUSSION

The City of London’s annual sewer lining program uses trenchless technologies to reinstate and extend the life of existing storm and sanitary sewer infrastructure. This program avoids the large capital costs of open-cut construction by using cost effective trenchless technology. The installation of a liner can be completed in several days as compared to months for open cut repairs, which greatly reduces the social impacts.

The City of London began installing full-length sewer lining repairs in 1989. Beginning in the late 1990s the sewer lining program was expanded and became an important part of London’s infrastructure renewal strategy. Since 2007 there have been 218 km of liners installed through the annual CIPP lining program.

The 2019 sewer lining program includes 8.3 km of storm and sanitary sewer along various streets throughout the City with pipe sizes ranging in diameter from 200mm to 900mm. Sewers to be lined in the 2019 contract include:

- Clarke Road and Trafalgar Street (600 m of 750 mm diameter concrete sanitary sewer),
- Victoria Street to Grosvenor Street Easement (500 m of 900 mm diameter sanitary sewer),
- Riverside Drive (640 m of 450 mm diameter sanitary sewer), and
- 6,550 m of various storm and sanitary sewer with diameters ranging between 200mm and 900mm, for various locations throughout the City of London.

Purchasing Process

Three (3) proposal submissions were received. Insituform Technologies Ltd. was the only bidder that achieved the required technical score (of at least 70%) to move onto the next phase which involved a review of costs. Insituform Technologies Ltd. was the highest scoring technical submission with the best overall score, in accordance with the City’s Procurement and Purchasing Policy.

Each bidder included a Contingency Allowance of \$375,000.00. The value of this award is within the approved 2019 budget for the annual “Specialized Sewer Repairs” program (ES2693).

CONCLUSIONS

Civic Administration recommends Insituform Technologies Ltd. be awarded the construction contact for the 2019 Cured in Place Pipe Sewer Lining program.

The sewer lining program continues to be an important part of the City’s sewer infrastructure renewal strategy. The ability to repair sewers with minimal above ground impact provides an opportunity to perform necessary repairs while limiting disruptions to the general public in an extremely efficient and cost effective manner.

SUBMITTED BY:	REVIEWED & CONCURRED BY:
TOM COPELAND, P. ENG. DIVISION MANAGER SEWER ENGINEERING DIVISION	SCOTT MATHERS, P. ENG., MPA DIRECTOR WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER	

November 8, 2019
MAM/mam

Attach: Appendix ‘A’ - Sources of Financing

c.c. Marcy McKillop
 David Jones
 Chris Ginty

APPENDIX 'A'

#19155

Chair and Members
Civic Works Committee

November 19, 2019
(Award Contract)

RE: 2019 Cured in Place Pipe (CIPP) Sewer Lining Program - RFP 19-45
(Subledger WW190013)
Capital Project ES269318 - Specialized Sewer Repairs
Capital Project ES269319 - Specialized Sewer Repairs
Insituform Technologies Ltd. - \$4,528,218.30 (excluding H.S.T.)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>ES269318 - Specialized Sewer Repairs</u>				
Construction	\$4,700,000	\$3,417,430	\$1,282,570	\$0
<u>ES269319 - Specialized Sewer Repairs</u>				
Construction	3,401,000		3,325,345	75,655
NET ESTIMATED EXPENDITURES	<u>\$8,101,000</u>	<u>\$3,417,430</u>	<u>\$4,607,915</u>	<u>\$75,655</u>

SUMMARY OF FINANCING:

<u>ES269318 - Specialized Sewer Repairs</u>				
Capital Sewer Rates	\$4,700,000	\$3,417,430	\$1,282,570	\$0
<u>ES269319 - Specialized Sewer Repairs</u>				
Capital Sewer Rates	3,401,000		3,325,345	75,655
TOTAL FINANCING	<u>\$8,101,000</u>	<u>\$3,417,430</u>	<u>\$4,607,915</u>	<u>\$75,655</u>

1) <u>Financial Note:</u>	<u>ES269318</u>	<u>ES269319</u>	<u>Total</u>
Contract Price	\$1,260,387	\$3,267,831	\$4,528,218
Add: HST @13%	163,850	424,818	588,668
Total Contract Price Including Taxes	1,424,237	3,692,649	5,116,886
Less: HST Rebate	141,667	367,304	508,971
Net Contract Price	<u>\$1,282,570</u>	<u>\$3,325,345</u>	<u>\$4,607,915</u>

JG

Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	AGREEMENT WITH 1889 WESTMINSTER DRIVE FOR CROP IMPACTS AND A MUTUAL AGREEMENT DRAIN

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services & City Engineer, the following actions **BE TAKEN** with respect to the Mutual Agreement Drain and Construction and Crop Impacts to 1889 Westminster Drive:

- (a) The draft agreement negotiated between the Corporation of the City of London and the property owners of 1889 Westminster Drive for a Mutual Agreement Drain, attached hereto as Appendix “C” **BE APPROVED** substantially in the form attached and as approved by the City Solicitor;
- (b) The proposed By-law, attached hereto as Appendix “B”, **BE INTRODUCED** at the Municipal Council Meeting of November 26, 2019 to approve the agreement between the City of London and the property owners of 1889 Westminster Drive, and to authorize the Mayor and Clerk to sign the agreement;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract;
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations and;
- (f) Civic Administration **BE AUTHORIZED** to provide compensation for crop impacts and construction impacts to the property owners of 1889 Westminster Drive in the amount of \$24,004.94 (exclusive of H.S.T.), as recommended in the report from Soils Research Group.
- (g) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix "A";

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

2019-2023 STRATEGIC PLAN

The following report supports the 2019-2023 Strategic Plan through the strategic focus area of *Building a Sustainable City: Infrastructure is built, maintained and operated to meet the long-term needs of our community.*

BACKGROUND

Purpose

The purpose of this report is to gain approval for a Mutual Drain Agreement with the property owners of 1889 Westminster Drive and authorize compensation for crop and construction impacts to the same property arising from the construction of the Southeast Reservoir and Pumping Station.

Context

The construction of the Southeast Reservoir and Pumping Station project began in July 2009. Due to delays experienced with the construction of the Southeast Reservoir and Pumping Station project, topsoil was stockpiled in the northeast corner of the site until it could be reused and placed as cover material over the reservoir. Precipitation over the subsequent years caused sediment from the stockpile to spill onto the adjacent property. This erosion caused soil to be deposited on top of the agricultural land causing several wet ponding areas that could not be farmed.

In the spring of 2015, the above issues were identified to the City so the City retained Soil Resource Group to evaluate the sedimentation issue and develop an appropriate work plan to resolve the problem. In 2017, drainage improvements were completed to resolve the sedimentation problem. These improvements took place on the Southeast Reservoir and Pumping Station property and on the 1889 Westminster Drive property.

DISCUSSION

Property Owner Compensation

At this time, the City is seeking to finalize compensation to the property owners of 1889 Westminster Drive for following items:

- Crop damage experienced from 2009 until the drainage improvements were made in 2017 and
- Construction impacts for the drainage works constructed in 2017 and the resulting soil impacts which were ongoing for 6 years following the construction.

Compensation costs for crop damage and construction impacts are estimated at \$24,004.94 (exclusive of H.S.T.). This compensation was determined using an established model of compensation settlement for agricultural properties impacted by construction and has been used during other City projects with agricultural impacts. The Property owners have signed a Full and Final Release satisfactory to the City of London Legal Department.

Funding for these costs is available in the previously budgeted Southeast Reservoir and Pumping Station Capital works Project.

Mutual Agreement Drain

In order to provide a framework for future maintenance and repair of the drainage works, it is recommended that the City enter into a mutual agreement drain agreement as defined in the *Drainage Act*. This agreement sets out the terms for undertaking future repairs and maintenance of the drain. All future repairs on the City’s property would be

undertaken at the City’s cost and repairs on the 1889 Westminster Drive property would be undertaken at the owners cost.

CONCLUSIONS

The financial settlement outlined above is recommended as a fair compensation for the damages that occurred from the delayed completion of the Southeast Reservoir and Pumping Station. The compensation to the property owners of 1889 Westminster Drive for crop impacts and construction is both fair and reasonable. The registration of the drainage works as a Municipal Agreement Drain will set a framework for long-term maintenance of the drainage works which will help prevent crop damage in the future.

SUBMITTED BY:	REVIEWED & CONCURRED BY:
AARON ROZENTALS, P. ENG. DIVISION MANAGER WATER ENGINEERING DIVISION	SCOTT MATHERS, MPA, P. ENG. DIRECTOR WATER & WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

- Attach:
- Appendix “A” – Source of Financing
 - Appendix “B” – draft By-Law to Execute an Agreement between the City of London and the Property Owners of 1889 Westminster Drive for a Mutual Agreement Drain
 - Appendix “C” – Mutual Agreement Drain between the City of London and the property owners of 1889 Westminster Drive
 - Appendix “D” – Location Map

- c.c. John Freeman, Manager, Purchasing and Supply
 John Simon, Water Operations
 Gary McDonald, Budget Analyst
 Alan Dunbar, Manager, Financial Planning and Policy
 Jason Davies, Manager, Financial Planning and Policy
 Don Simpson, Stormwater Management Division

APPENDIX 'A'

#19160

Chair and Members
Civic Works Committee

November 19, 2019
(Approve Compensation Costs)

**RE: Agreement with 1889 Westminster Drive for Crop Impacts and a Mutual Agreement Drain
(Subledger NT19EW08)
Capital Project EW3614 - SE Pumping Station - Reservoir
Gordon Douglas Boughner and Marilyn Jane Boughner - \$24,004.94 (excluding HST)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

SUMMARY OF ESTIMATED EXPENDITURES	Approved Budget	Committed to Date	This Submission	Balance for Future Work
Engineering	\$7,551,696	\$7,551,696		\$0
Construction	47,251,305	47,111,874		139,431
Relocate Utilities	254,631	254,631		0
City Related Expenses	670,486	646,059	24,427	0
NET ESTIMATED EXPENDITURES	<u>\$55,728,118</u>	<u>\$55,564,260</u>	<u>\$24,427</u> 1)	<u>\$139,431</u>

SUMMARY OF FINANCING:

Drawdown from Industrial Oversizing-Water Reserve Fund	\$5,066,100	\$5,051,204	\$2,221	\$12,675
Drawdown from Capital Water R.F.	8,299,118	8,274,717	3,637	20,764
Federal Government Funding 2)	18,141,550	18,088,208	7,952	45,390
Provincial Government Funding 2)	18,141,550	18,088,208	7,952	45,390
Drawdown from City Services - Water Reserve Fund (Development Charges) 3)	6,079,800	6,061,923	2,665	15,212
TOTAL FINANCING	<u>\$55,728,118</u>	<u>\$55,564,260</u>	<u>\$24,427</u>	<u>\$139,431</u>

1) **Financial Note:**

Contract Price	\$24,005
Add HST @13%	3,121
Total Contract Price Including Taxes	27,126
Less: HST Rebate	2,699
Net Contract Price	<u>\$24,427</u>

2) This project has been approved as a project under the Building Canada Fund (Federal) and HELP Clean Water Initiative.

3) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

JG

Jason Davies
Manager of Financial Planning & Policy

Appendix “B”

Bill No.

By-law No.

A by-law to approve a Mutual Agreement Drain Agreement (the “Agreement”) between The Corporation of the City of London (“City”) and Gordon Douglas Boughner and Marilyn Jane Boughner; (the “Boughners”) and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the “City”) to enter into a Mutual Agreement Drain Agreement with Gordon Douglas Boughner and Marilyn Jane Boughner (the “Agreement”);

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1. The Agreement attached as Schedule “C” to this By-law, being a Mutual Agreement Drain Agreement with Gordon Douglas Boughner and Marilyn Jane Boughner is hereby approved.
- 2. The Mayor and City Clerk are hereby authorized to execute the Agreement approved under section 1 of this by-law.
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –

Appendix “C”

Mutual Agreement Drain Agreement

Between

The Corporation of the City of London

(herein called the “City”)

-and -

Gordon Douglas Boughner and Marilyn Jane Boughner

(herein called the “Boughners”)

WHEREAS the City is the owner of the property described as Part of Lot 10 Concession 5 (formerly Township of Westminster) designated as Part 1 on Plan 33R12017, in the City of London, County of Middlesex, and known municipally as 5200 Highbury Avenue South Roll # 080010097100000 (the “City’s Land”);

AND WHEREAS the Boughners are the owners of the property described as Part of Lot 10 Concession 5 (formerly Township of Westminster) in the City of London, County of Middlesex, and known municipally as 1889 Westminster Drive Roll # 080010097000000 (the “Boughner’s Land”);

AND WHEREAS the City has constructed the Southeast Reservoir and Pumping Station (“SERPS”) on the City’s Land;

AND WHEREAS in conjunction with the construction of SERPS the City has installed drainage works on the Boughner’s Land (the “Mutual Agreement Drain”);

AND WHEREAS the parties have agreed to enter into the Agreement to confirm their rights and responsibilities with respect to the Mutual Agreement Drain;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of TWO (\$2.00) DOLLARS of lawful money of Canada now paid by the City to the Boughners, the receipt and sufficiency whereof is hereby acknowledged, the Parties agree as follows:

1. The Mutual Agreement Drain consists of the following works:

a) a 200mm drain tile extending approximately 193 m from the east limit of 5200 Highbury Ave S on the north side of the fence line between 5200 Highbury Avenue South and 1889 Westminster Drive;

b) a 375 mm diameter pipe extending approximately 100m from the Northeast corner of 5200 Highbury Avenue South extending easterly through 1889 Westminster Drive to the Madter Drain; and

c) berm works and a catch basin inlet located on 5200 Highbury Avenue South to contain runoff from the Northeast Corner of 5200 Highbury Avenue South and direct these flows through the 375mm pipe to the Madter Drain.

2. The Mutual Agreement Drain works are located as shown on the attached plan which forms part of this Agreement.

3. The construction cost of the Mutual Agreement Drain works was \$85,580.00 plus taxes. The full cost of the Mutual Agreement Drain works was paid by the City.

4. For the purposes of future maintenance, the Mutual Agreement Drain works will be identified as:

a) the 200mm drainage tile on the 1889 Westminster Drive Property with an outlet for these works to the 5200 Highbury Avenue South Property, and

b) the 375mm drain pipe outletting from 5200 Highbury Avenue South through 1889 Westminster Drive to the Madter Drain; and the berm works and catch

basin inlet located on 5200 Highbury Avenue South Property to contain runoff from the Northeast corner of 5200 Highbury Avenue south Property and.

5. Future maintenance costs of the Mutual Agreement Drain works described in paragraph 4, above will be paid as follows:

- a) The Boughners will be responsible for one hundred (100%) percent of the cost of maintaining the works identified in paragraph 4a) above; and
- b) The City will be responsible for one hundred (100%) percent of the cost of maintaining the works identified in paragraph 4b) above.

6. This agreement is made under the Authority of the *Drainage Act*, R.S.O. 1990, c. D. 17.

7. In accordance with Section 2(3) of the Drainage Act, an agreement or an executed copy thereof made under this section shall, upon registration in the proper land registry office, be binding upon the heirs' executors, administrators, successors and assigns of each party to the agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the City of London

Ed Holder, Mayor

Catharine Saunders, City Clerk

Witness:

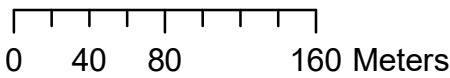
Gordon Douglas Boughner



Marilyn Jane Boughner

Appendix D



Location Map
1889 Westminster Drive and 5200 Highbury Avenue South



-  1889 Westminster Drive
-  5200 Highbury Ave South

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	DUNDAS PLACE - THAMES VALLEY PARKWAY ACTIVE TRANSPORTATION CONNECTION APPOINTMENT OF CONSULTING ENGINEER

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the appointment of a Consulting Engineer for the Detailed Design of Dundas Street from Kensington Bridge to Ridout Street and Thames Street:

- a) IBI Group Professional Services (Canada) Inc. **BE APPOINTED** Consulting Engineers to carry out consulting services in the amount of \$201,708.65 excluding HST, in accordance with Section 15.2(d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this appointment **BE APPROVED** in accordance with the Sources of Financing Report attached hereto, as Appendix A;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this appointment;
- d) the approvals given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Strategic Priorities and Policy Committee – January 28, 2016 – Downtown Infrastructure Planning and Coordination
- Civic Works Committee – September 7, 2016 – London ON Bikes Cycling Master Plan
- Civic Works Committee – December 12, 2016 – Dundas Place Environmental Study Report
- Civic Works Committee – February 7, 2017 – Dundas Place Detailed Design & Tendering Appointment of Consulting Engineer
- Civic Works Committee – November 12, 2018 – Appointment of Consulting Engineer Infrastructure Renewal Program - Contract C Dundas Street from Adelaide Street to Ontario Street
- Civic Works Committee – February 20, 2019 - Downtown OEV East-West Bikeway Corridor Evaluation

2019 - 2023 STRATEGIC PLAN

The following report supports the 2019 – 2023 Strategic Plan through the strategic focus area of Building a Sustainable City by building more infrastructure for walking and bicycling.

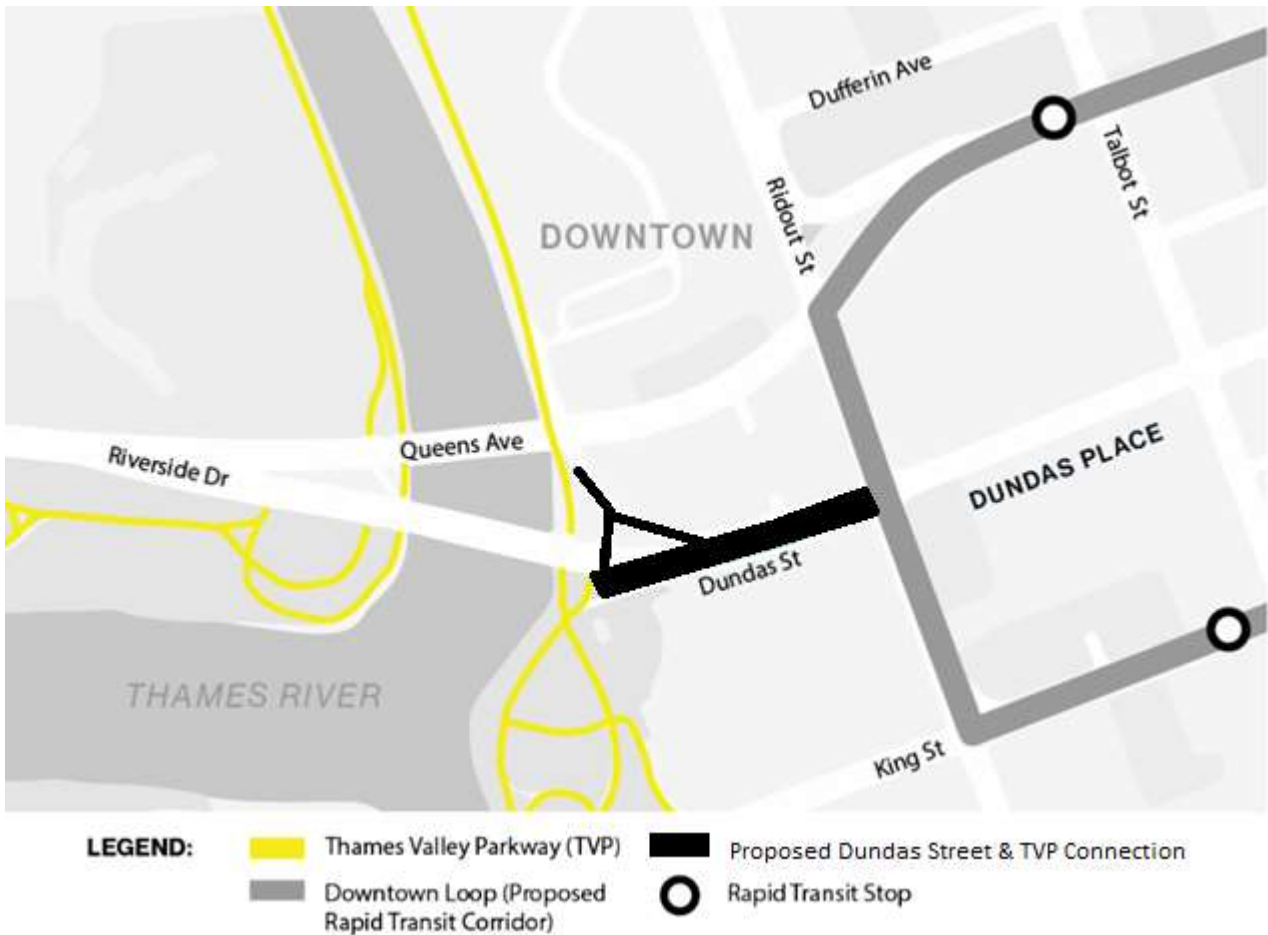
BACKGROUND

Purpose

The purpose of this report is to appoint an engineering consultant for the design and tender preparation of Dundas Street from Kensington Bridge to Ridout Street as well as Thames Street. The design will include separated cycling facilities, cycling connections to the Thames Valley Parkway (TVP), urban design improvements and sewer replacements.

Context

This project is the result of the Downtown OEV East-West Bikeway Corridor Evaluation and also informed by the Dundas Place Environmental Assessment. This important active transportation connection was identified as one of the 10 transit and transit supportive projects submitted and approved for senior government funding through the Investing in Canada Plan (ICIP) for the design and construction.



This project will improve the link for pedestrians and cyclists between the TVP and the Downtown and facilitate a connection for cyclists to the East-West Bikeway. Having an improved cycling connection will make it easier to reach existing transit routes as well as planned rapid transit stops for this area.

The urban design components on this project will be guided from the Dundas Place Environmental Assessment to create an improved gateway into the downtown.

DISCUSSION

Project Description

The key design considerations for this detailed design assignment will be to implement cycling connections to the TVP and urban design enhancements on Dundas from Kensington Bridge to Ridout Street as well as Thames Street. This project will take into consideration the intersection design at Dundas Street and Ridout Street to be consistent with the planned Rapid Transit Downtown Loop design.

Construction timing is anticipated to be completed between 2020 and 2023. The final timing will be dependent on the preferred cycling connection to the TVP as well as other adjacent projects in the downtown.

The primary deliverables from this detailed design assignment include public consultation, field investigations, design, approvals, and tender preparation. Particular focus areas for the assignment include:

- Geometric design with a focus on cycling improvements and urban design enhancements;
- Sewer replacements;
- Coordination of service needs, including expansion of existing and new infrastructure;
- Traffic signals and street light design;
- Public consultation and engagement with stakeholders including; individual businesses, BIA's, Advisory Committees, adjacent land owners, and interested individuals;
- Securing all necessary approvals and permits;
- Preparation of utility plans and coordination of the installation of utilities; and
- Preparation of the complete tender package.

Available funding has been budgeted in the capital budget in 2020 to support the engineering design work for the project, which will be accelerated to 2019, as identified in Appendix A, Source of Financing Report. Upon Council approval of the recommendation, the 2020 proposed budget for this project will be revised accordingly. With this project receiving upper level government funding through the Investing in Canada Plan (ICIP) as one of the 10 transit projects, these design assignment costs are eligible for reimbursement. The design fees for this project, which are recommended for approval in this report, are based on the project scope described above. The fee includes a 10% contingency and excludes HST.

Consultant Procurement

IBI Group Professional Services (Canada) Inc. is recommended to be awarded the assignment, which was procured using an open and publicly advertised Request for Proposals (RFP) process. Proposal submissions were received for the assignment from five consultants, in accordance with the City's Procurement of Goods and Services Policy 15.2 (d). The process for consultant award included a best value approach which provides an optimal balance between the performance and cost determined in accordance with a pre-defined evaluation plan.

The selection committee evaluated the proposals against an established evaluation criteria which included the experience and qualifications of the consultant team as well as their approach, methodology and schedule to complete the required work. The evaluation committee determined that the submission from IBI Group Professional Services (Canada) Inc. provides the best value for the City. IBI Group Professional Services (Canada) Inc. has experienced project team members with the required qualifications and expertise. Their proven experience on similar projects combined with a project proposal that demonstrated a thorough understanding of the goals and objectives determined their suitability for this assignment.

In accordance with Section 15.2 (d) of the Procurement of Goods and Services Policy, Civic Administration is recommending that IBI Group Professional Services (Canada) Inc. be authorized to carry out the detailed design and tendering of this project for a fee estimate of \$201,708.65 (excluding HST). The submission from IBI Group Professional Services (Canada) Inc. includes a fee submission that indicates that the detail design can be completed within the funds available in the project account. The consultant will be considered for construction administration services depending upon performance.

CONCLUSION

Providing desirable pedestrian and cycling infrastructure is essential to building a sustainable city and facilitating transportation alternatives. The commencement of this design is another step forward in building sustainable and active transportation infrastructure for all ages and abilities. The need for this project has been identified as a high priority in the Cycling Master Plan and is approved as one of the 10 transit and transit supportive projects that received senior government funding. The assignment will also undertake detailed urban design enhancements in consultation with the community given the unique nature of Dundas Place.

IBI Group Professional Services (Canada) Inc. has demonstrated an understanding of the requirements for this project. Based on the competitive consultant procurement process, it is recommended that IBI Group Professional Services (Canada) Inc. be appointed to undertake the engineering design services for the Dundas Street Thames Valley Parkway Active Transportation Connection in the amount of \$201,708.65 (excluding HST).

PREPARED BY:	REVIEWED & CONCURRED BY:
GARFIELD DALES, P. ENG. DIVISION MANAGER TRANSPORTATION PLANNING & DESIGN	DOUG MACRAE, P. ENG., MPA DIRECTOR ROADS AND TRANSPORTATION
RECOMMENDED BY:	
KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Attach: Appendix A – Sources of Financing

c: John Freeman, Manager, Purchasing and Supply
 Gary McDonald, Budget Analyst
 Peter Kavcic, Transportation Design Engineer
 Andrew Giesen, Senior Transportation Technologist
 IBI Group Professional Services (Canada) Inc.

APPENDIX 'A'

#19162

Chair and Members
Civic Works Committee

November 19, 2019
(Appoint Consulting Engineer)

RE: Dundas Place - Thames Valley Parkway Active Transportation Connection
Appointment of Consulting Engineer
(Subledger RD190019)
Capital Project TS1748 - Dundas Place - TVP Active Transportation (PTIS)
IBI Group Professional Services (Canada) Inc. - \$201,708.65 (excluding H.S.T.)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>This Submission</u>
Engineering	\$0	\$205,259	\$205,259
NET ESTIMATED EXPENDITURES	<u>\$0</u>	<u>\$205,259</u>	<u>\$205,259</u> 1)

SUMMARY OF FINANCING:

Debenture Quota	4)	\$0	\$54,804	\$54,804
PTIS - Federal Funding	3)	0	82,104	82,104
PTIS - Provincial Funding	3)	0	68,351	68,351
TOTAL FINANCING		<u>\$0</u>	<u>\$205,259</u>	<u>\$205,259</u>

1) **Financial Note:**

Contract Price	\$201,709
Add: HST @13%	26,222
Total Contract Price Including Taxes	<u>227,931</u>
Less: HST Rebate	22,672
Net Contract Price	<u>\$205,259</u>

- 2) The engineering budget for Capital Project TS1748 Dundas Place TVP Active Transportation (PTIS) is included in the 2020 proposed budget. A portion of this budget (\$205,259) is required in 2019 and can be accommodated by advancing a portion of the 2020 budget. Upon Council approval of this recommendation, the 2020 proposed budget for project TS1748 will be revised.
- 3) The City received a commitment letter from the Ontario Ministry of Transportation confirming financial commitment of PTIS funding on October 10, 2019 and is authorized to use the funding as of that date.

Note to City Clerk:

- 4) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1748 - Dundas Place - TVP Active Transportation (PTIS) for the net amount to be debentured of \$54,804.00.

lp

Kyle Murray
Director of Financial Planning & Business Support

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR - ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	BY-LAW AND VEHICLE LEASE AGREEMENTS URBAN ANIMAL MANAGEMENT INC. AND TOURISM LONDON

RECOMMENDATION

That, on the recommendation of the Managing Director - Environmental & Engineering Services & City Engineer, the following actions be taken with respect to Vehicle Lease Agreements for the London Animal Care Centre and Tourism London:

- a) the attached proposed by-law (Appendix “A”) being “A by-law to approve a Vehicle Lease Agreement between The Corporation of the City of London (“City”) and Urban Animal Management Inc. (“UAM”) ”); to provide for the leasing of seven (7) City-owned vehicles to the UAM ; and to authorize the Mayor and City Clerk to execute the Agreement”, **BE INTRODUCED** at the Municipal Council meeting to be held on November 26, 2019; and,
- b) the attached proposed by-law (Appendix “B”) being “A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London (the “City”) and Tourism London for the lease of one (1) City-owned vehicle to Tourism London; and to authorize the Mayor and City Clerk to execute the Agreement: **BE INTRODUCED** at the Municipal Council meeting to be held on November 26, 2019.

PREVIOUS REPORTS

Corporate Services, Report #16 - July 23, 2013 – Vehicle Lease Agreement and by-law A.-6999- 244 with Tourism London

Corporate Services Committee, Report #3 - April 29, 2014 - Vehicle Lease Agreement and by-law A.7109-175 with London Animal Care Centre

COUNCIL’S 2019-2023 STRATEGIC PLAN

Leading in Public Service
Promote the City of London as a leading employer supporting jobs and investments for businesses in our community. Delivering new and innovative ways to increase efficiency and effectiveness

BACKGROUND

Discussion

The Fleet Service Division manages over 1,300 municipal vehicle and equipment assets owned by the City. The majority of these vehicle and equipment assets are assigned and leased to internal programs support their services.

However over the years several agreements and partnerships have been entered into that help support various municipal partners including the London Public Library Board, Fire Services, London Middlesex EMS, Tourism London and the London animal care program.

Shared fleet services have included everything from just refueling, to full maintenance contracts and in other cases full service vehicle lease agreements for City Vehicle assets. In the case of Tourism London and the animal care and welfare program they have been operating under full vehicle lease agreements that provides for access to City owned fleet vehicles, maintenance services, refuelling, and asset management and lifecycle replacement. Vehicle and driver insurance aspects for these customers however is the responsibility of the Lessee based on the indirect relationship with the City itself.

This arrangement has been approved through Municipal Council and the terms and conditions described through associated vehicle lease agreements with both parties. The lease agreements are necessary to ensure the appropriate approval and authority is in place to continue with a full service vehicle lease agreements with these municipal partner agencies and also to ensure responsibilities and accountabilities are laid out for each party in the arrangement.

The existing vehicle lease agreements require updating to reflect new information with respect to contract terms and conditions, new vehicle descriptions and revised lease costs.

Financial Impact

The financial structure for these external vehicle lease agreements is based on the same methodology as the fleet internal rental rate system. It is a full cost recovery process for maintenance/service, capital replacement, fuel and overhead.

The lease costs for the vehicles dedicated to Urban Animal Management (UAM) are funded within the City program area responsible for this service. Tourism London is charged directly for the lease costs.

The proposed cost for the full maintenance lease of the seven vehicles for UAM is \$68,809 (2020) which includes vehicle replacement contributions, maintenance, fuel and indirect costs.

Tourism London has one vehicle and their vehicle lease costs are \$7,144 (2020). This is calculated using the historical cost experience and usage patterns for these vehicles over the last three (3) years of service.

Each agency is responsible for their own liability insurance and various roles and responsibilities as defined in the terms of the agreement. There are no foreseeable negative financial impacts for Fleet Services or the City as this service is accomplished within existing staff and facilities and on a full cost recovery basis.

<p>CONCLUSION</p>

Urban Animal Management, as part of the London animal care program, and Tourism London have been provided with City owned vehicles for the sole purpose of providing their services to the municipality for many years. Since these agencies are not directly part of the City of London, vehicle lease agreements are necessary to define the responsibilities, terms and conditions that apply for both parties.

The existing vehicle lease agreements require updating to reflect the changes to the Lessors, vehicle assets and the revised costs for the next multiyear budget. These vehicle lease agreements provide cost certainty, reliability and efficiencies for the services they provide which provides value to the City of London. They also establish clear expectations and accountabilities of the parties in order to manage risk.

The recommendation is that the City of London continue to support these partnerships and reauthorize the amended vehicle lease agreements and associated by-laws.

SUBMITTED BY:	REVIEWED & CONCURRED BY
MIKE BUSHBY, BA DIVISION MANAGER, FLEET & OPERATIONAL SERVICES	JAY STANFORD, MA, MPA DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE
RECOMMENDED BY:	
KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

Appendix A A by-law to approve a Vehicle Lease Agreement between The Corporation of the City of London (“City”) and Urban Animal Management Inc. (“UAM”); to provide for the leasing of seven (7) City-owned vehicles to the UAM and to authorize the Mayor and City Clerk to execute the Agreement.

Appendix B A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London and (the “City) and Tourism London for the lease of one (1) City-owned vehicle to Tourism London; and to authorize the Mayor and City Clerk to execute the Agreement.

C: John Freeman, Manager of Purchasing & Supply
 Steve Mollon, Manager of Fleet Planning

APPENDIX “A”

Bill No.

By-law No.

A by-law to approve a Vehicle Lease Agreement between The Corporation of the City of London (“City”) and Urban Animal Management Inc. (“UAM”); to provide for the leasing of seven (7) City-owned vehicles to the UAM and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1. The Vehicle Lease Agreement between The Corporation of the City of London and Urban Animal Management to provide for the leasing of seven (7) City-owned vehicles to the Urban Animal Management Inc. attached as Schedule ‘A’ to this by-law, is hereby approved.
- 2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 of this by-law.
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

SCHEDULE ‘A’
VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT effective as of the 1st day of January, 2020 _

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON (“the Lessor”)

And

URBAN ANIMAL MANAGEMENT INC.

(the “Lessee”)

WHEREAS the Lessor is a municipality that has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001*, as amended or any other Act;

AND WHEREAS the Lessee is a corporation that provides animal welfare services for the Lessor under the contract arising from the City’s acceptance of the Lessor’s submission under RFP 19-14 (“RFP 19-14 Contract”);

THEREFORE IN CONSIDERATION of good and valuable consideration, the sufficiency of which is hereby acknowledged and admitted, the parties agree as follows:

1. VEHICLE LEASE

The Lessor hereby agrees to lease to the Lessee the vehicles (the “vehicles”) listed in section 2 of this Agreement, together with all accessories, additions, repairs and replacement parts affixed to them, now or in the future.

The Lessee acknowledges that all the vehicles were received by it in good condition and repair.

2. LEASE AMOUNT

The Lessee agrees to meet terms and condition as laid out in the “RFP 19-14 Contract”. The identified City vehicles as set out in the table below are provided by the City as part of the “RFP 19-14 Contract”. The list of vehicles may change as they reach their optimum service life at the sole discretion of the City. Changes to the lease agreement will be reflected upon renewal of this agreement at the end of the term.

Description	VIN #
2013 Ford Focus S	1FADP3E24DL109189
2016Ford F150 XL	1FTEX1CP3GKF22488
2015 Ford Transit Connect	NM0LS7E70F1181610
2015 Ford Transit Connect	NM0LS7E77F1182141
2015 Ford Transit Connect	NM0LS7E75F1186351
2015 Ford Transit Connect	NM0LS7E76F1196337
2015 Ford Transit Connect	NM0LS7E7XF1196339

3. TERM

The terms of this Agreement shall be for a period of five (5) years commencing November 1st, 2019 and ending October 31st, 2024. The City at its absolute sole discretion shall have the option to renew the contract for an additional three (3) year period in one (1) year increments.

4. VEHICLE OPERATION AND USE

The Lessee agrees that the vehicles will be driven only by a competent driver who holds a valid Ontario driver’s license of the proper class for the vehicle being driven, in accordance with relevant laws and regulations, and that the Lessee will pay all and any fines or sanctions levied

or imposed in connection with the possession, use or operation of the vehicles and to indemnify the Lessor in respect of any fines or levies, including but not limited to any victim fine surcharges and court costs.

The Lessee agrees that the vehicles are to be used by the Lessee solely in connection with the services provided for in the RFP 19-14 Contract with respect to the provision of animal care and control services and for no other purpose.

5. VEHICLE MAINTENANCE

The Lessor agrees to maintain, service, license, inspect and provide fuel for the vehicles in possession of the Lessee as part of the lease amount as set out in this Agreement. Appointments for service will be arranged through the Lessor's Fleet Services Division coordinated with the Lessee. The Lessee agrees that the vehicle shall be made available for such appointments with reasonable notice.

6. LIENS AND CHARGES

The Lessor shall, at all times, keep the vehicles free from all levies, liens and encumbrances whatsoever. If the Lessee fails to pay any such levies, liens and encumbrances, the Lessor may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by the Scotiabank on the first day of each month, plus two (2%) present per annum, shall forthwith due and payable by the Lessee to the Lessor.

7. INSURANCE

The Lessee agrees to obtain and maintain standard automobile insurance on statutory forms listing both the actual owner (Lessor) and the Lessee of the vehicles and shall ensure that this insurance will not be cancelled unless the insurer notifies the certificate holder in writing at least thirty (30) days prior to the date of cancellation:

- (a) automobile liability insurance in an amount not less than five million (\$5,000,000.) Dollars;
- (b) statutory accident benefits, uninsured motorist coverage and direct compensation property damage; and
- (c) collision and comprehensive coverage with a deductible no more than \$1,000.00.

- 7.1 Evidence that such insurance is in force shall be provided to the Lessor promptly on request and thereafter once annually at policy renewal until this Agreement is terminated or expires.
- 7.2 Proof of insurance must be carried in the vehicles at all times and available for presentation should the need arise.
- 7.3 In the event of damage to the vehicles the proceeds of any insurance shall be payable to the Parties as their respective interests may appear.
- 7.4 The Lessee acknowledges that the vehicles and any goods carried are solely and exclusively under its possession and control and at its risk, and nothing contained in this Agreement is intended to be construed otherwise.
- 7.5 The Lessee is required to notify the Lessor, as soon as practicable, of any accident or circumstance giving rise to a claim and to provide the Lessor with particulars of it, the identity of the driver, and to furnish the Lessor with information as might reasonably be requested to enable the Lessor to be fully acquainted with the circumstances of the incident.

8. INDEMNITY

The Lessee agrees to be responsible for and shall indemnify and save the Lessor harmless from and against all losses, claims, actions, expenses and liabilities of any sort and kind whatsoever in nature in connection with or arising from this Agreement and the Lessee's use and operation of the vehicles. The Lessee agrees that it will defend, at its expense, any actions

brought against the Lessor for which indemnity might be provided in accordance with the terms of this Agreement

9. NON-TRANSFERABILITY

The Lessee acknowledges that this Agreement is not assignable or transferable.

10. OWNERSHIP

All right, title, interest in and to the vehicles remains in the Lessor and nothing in this Agreement is to be taken as transferring to the Lessee any proprietary interest.

11. CANCELLATION OR TERMINATION

This Agreement may be terminated by either Party at any time by providing to the other Party 90 days' written notice, delivered to the other Party at the address stated in this Agreement, whereupon the Lessee shall surrender to the Lessor possession of the vehicles.

On the failure of the Lessee to perform any obligations stipulated in this Agreement, the Lessor may at its option cancel this Agreement and on fifteen (15) days' written notice, delivered to the Lessee at the address stated in this Agreement, whereupon the Lessee shall surrender to the Lessor possession of the vehicles.

In the event of the total loss of the vehicles as a result of a collision, fire, theft, or otherwise, the Lessor may in its sole discretion choose to replace the Vehicle with a vehicle of similar kind and condition or terminate this Agreement.

12. LICENSES

The Lessor will provide license plates to be used on the vehicles for each year during the term. The Lessor agrees to apply for, obtain and maintain the permit for the vehicles as defined in Part II of the *Highway Traffic Act*, and the Lessee agrees to pay for the permit as part of the lease amount for the vehicles.

13. ADDITIONAL COSTS / CHARGES

The Lessee agrees to pay all fines, penalties, Victim Fine Surcharge, Administrative Monetary Penalties or assessments incurred pursuant to any conviction or charge by virtue of any by-law, regulation or legislation of any governmental authority arising from or in connection in any way with the operation and use of the vehicles (and for greater certainty includes but is not limited to fines imposed pursuant to the *Highway Traffic Act* including red light camera infractions even where the person charged is the vehicle owner and not the driver of the vehicle).

14. GOVERNING LAW

This Agreement is enforceable pursuant to the laws of the Province of Ontario.

15. ENTIRE AGREEMENT

The Parties agree in writing that this Agreement and the RFP 19-14 Contract constitutes the entire agreement between the Parties.

16. NOTICE

Any notice relation to or provided for in this Agreement shall be in writing to the following Parties:

LESSOR:

The Corporation of the City of London
City Clerk
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9

LESSEE:

Urban Animal Management

J. Brett Harlton
Executive Director
121 Pine Valley Blvd.
London Ontario N6K 3T6

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

URBAN ANIMAL MANAGEMENT INC.

*J. Brett Harlton, Executive Director

authority to bind the Corporation

*I have

APPENDIX “B”

Bill No.

By-law No.

A by-law to approve the Vehicle Lease Agreement between The Corporation of the City of London (the “City”) and Tourism London for the lease of one (1) City-owned vehicle to Tourism London; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1. The Vehicle Lease Agreement between The Corporation of the City of London and Tourism London attached as Schedule “A” to this by-law to provide for the lease of one (1) City-owned vehicle to Tourism London be approved.
- 2. The Mayor and the City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
- 3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

Schedule “A”

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT effective as of the 1st day of January, 2020 _

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON (“the Lessor”)

And

TOURISM LONDON (the “Lessee)

WHEREAS the Lessor is a municipality that has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001*, as amended or any other Act;

AND WHEREAS Tourism London is a federal corporation without share capital incorporated under the *Canada Corporations Act*;

THEREFORE IN CONSIDERATION of good and valuable consideration, the sufficiency of which is hereby acknowledged and admitted, the parties agree as follows:

1. VEHICLE LEASE

The Lessor, hereby agrees to lease to the Lessee the vehicle (the “vehicle”) listed in section 2 of this Agreement, together with all accessories, additions, repairs and replacement parts affixed to it, now or in the future.

The Lessee acknowledges that the vehicle was received by it in good condition and repair.

2. LEASE AMOUNT

The Lessee agrees to pay to the Lessor the amounts set out in the table below:

Description	VIN #	2020	2021	2022	2023
2019 Ford Escape	1FMCU9GD6KUC38053	\$7,144	\$7,893	\$8,090	\$8,305

3. TERM

The Agreement shall commence on December 1, 2019 and terminate on December 31, 2023, with the Lessor reserving the right to review this Agreement.

4. VEHICLE OPERATION AND USE

The Lessee agrees that the vehicle will be driven only by a competent driver who holds a valid Ontario driver’s license of the proper class for the vehicle being driven, in accordance with relevant laws and regulations, and that the Lessee will pay all and any fines or sanctions levied or imposed in connection with the possession, use or operation of the vehicle and to indemnify the Lessor in respect of any fines or levies, including but not limited to any victim fine surcharges and court costs.

The Lessee agrees that the vehicle is to be used by the Lessee solely in connection with the business operations of the Lessor and for no other purpose.

5. VEHICLE MAINTENANCE

The Lessor agrees to maintain, service, license, inspect and provide fuel for the said vehicle in possession of the Lessee as part of the lease amount as set out in this Agreement. Appointments for service will be arranged through the Lessor’s Fleet Services Division coordinated with the Lessee. The Lessee agrees that the vehicle shall be made available for such appointments with reasonable notice.

6. LIENS AND CHARGES

The Lessor shall, at all times, keep the vehicle free from all levies, liens and encumbrances whatsoever. If the Lessee fails to pay any such levies, liens and encumbrances, the Lessor may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by the Scotiabank on the first day of each month, plus two (2%) percent per annum, shall forthwith due and payable by the Lessee to the Lessor.

7. INSURANCE

The Lessee agrees to obtain and maintain standard automobile insurance on statutory forms listing both the actual owner (Lessor) and the Lessee of the vehicle and shall ensure that this insurance will not be cancelled unless the insurer notifies the certificate holder in writing at least thirty (30) days prior to the date of cancellation:

- (a) automobile liability insurance in an amount not less than five million (\$5,000,000.) Dollars;
- (b) statutory accident benefits, uninsured motorist coverage and direct compensation property damage; and
- (c) collision and comprehensive coverage with a deductible no more than \$1,000.00.

Evidence that such insurance is in force shall be provided to the Lessor promptly on request and thereafter once annually at policy renewal until this Agreement is terminated or expires.

Proof of insurance must be carried in the vehicle at all times and available for presentation should the need arise.

In the event of damage to the vehicle the proceeds of any insurance shall be payable to the Parties as their respective interests may appear.

The Lessee acknowledges that the vehicle and any goods carried are solely and exclusively under its possession and control and at its risk, and nothing contained in this Agreement is intended to be construed otherwise.

The Lessee is required to notify the Lessor, as soon as practicable, of any accident or circumstance giving rise to a claim and to provide the Lessor with particulars of it, the identity of the driver, and to furnish the Lessor with information as might reasonably be requested to enable the Lessor to be fully acquainted with the circumstances of the incident.

8. INDEMNITY

The Lessee agrees to be responsible for and shall indemnify and save the Lessor harmless from and against all losses, claims, actions, expenses and liabilities of any sort and kind whatsoever in nature in connection with or arising from this Agreement and the Lessee's use and operation of the Vehicle. The Lessee agrees that it will defend, at its expense, any actions brought against the Lessor for which indemnity might be provided in accordance with the terms of this Agreement

9. NON-TRANSFERABILITY

The Lessee acknowledges that this Lease is not assignable or transferable.

10. OWNERSHIP

All right, title, interest in and to the vehicle remains in the Lessor and nothing in this Agreement is to be taken as transferring to the Lessee any proprietary interest.

11. CANCELLATION OR TERMINATION

This Agreement may be terminated by either Party at any time by providing to the other Party 90 days' written notice, delivered to the other Party at the address stated in this Agreement, whereupon the Lessee shall surrender to the Lessor possession of the vehicle.

On the failure of the Lessee to perform any obligations stipulated in this Agreement, the Lessor may at its option cancel this lease and on fifteen (15) days' written notice, delivered to the Lessee at the address stated in this, whereupon the Lessee shall surrender to the Lessor possession of the vehicle.

In the event of the total loss of the vehicle as a result of a collision, fire, theft, or otherwise, the Lessor may in its sole discretion choose to replace the vehicle with a vehicle of similar kind and condition or terminate this Agreement.

12. RETURN OF VEHICLE AT END OF TERM OR ON TERMINATION

At the end of the lease term or on termination of this Agreement, the Lessee at its option may purchase the vehicle at the market value or return the vehicle to the Lessor in the same good order and condition in which it was received, subject to normal wear and tear. In the event of default of this provision, the Lessee agrees to reimburse the Lessor for the cost of any repairs to the vehicle.

13. LICENSES

The Lessor will provide license plates to be used on the vehicle for each year during the term of this Agreement. The Lessor agrees to apply for, obtain and maintain the permit for the vehicle as defined in Part II of the *Highway Traffic Act*, and the Lessee agrees to pay for the permit as part of the lease amount for the vehicle.

14. ADDITIONAL COSTS / CHARGES

The Lessee agrees to pay all fines, penalties, Victim Fine Surcharge, Administrative Monetary Penalties or assessments incurred pursuant to any conviction or charge by virtue of any by-law, regulation or legislation of any governmental authority arising from or in connection in any way with the operation and use of the vehicle (and for greater certainty includes but is not limited to fines imposed pursuant to the *Highway Traffic Act* including red light camera infractions even where the person charged is the vehicle owner and not the driver of the vehicle).

15. GOVERNING LAW

This Agreement is enforceable pursuant to the laws of the Province of Ontario.

16. ENTIRE AGREEMENT

The Parties agree that this Agreement in writing contains the full and complete provisions of their contract and that there are no other terms, conditions or representations forming part of the contract, except as are expressly referred to in this Agreement.

17. NOTICE

Any notice relation to or provided for in this Agreement shall be in writing to the following Parties:

LESSOR:

The Corporation of the City of London
City Clerk
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9

LESSEE:

Tourism London

267 Dundas Street, 2nd Floor
London, ON, N6A 1H2

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

TOURISM LONDON

*Print Name: _____

Title: _____
*I have authority to bind the Corporation

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON NOVEMBER 19, 2019
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	KILALLY FIELDS CLOSING OF ELGIN STREET ON RP325(C)

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the attached proposed by-law (Appendix ‘A’) for the purpose of closing Elgin Street on Registered Plan 325(C) **BE INTRODUCED** at the November 26th, 2019 Council Meeting.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Community and Protective Services Committee – June 18, 2018 Kilally Fields Consulting Services
- Community and Protective Services Committee – June, 2019 - Parks and Recreation Strategic Master Plan Update
- Community and Protective Services Committee – August 13, 2019 – Kilally Fields Tender

2019-23 STRATEGIC PLAN

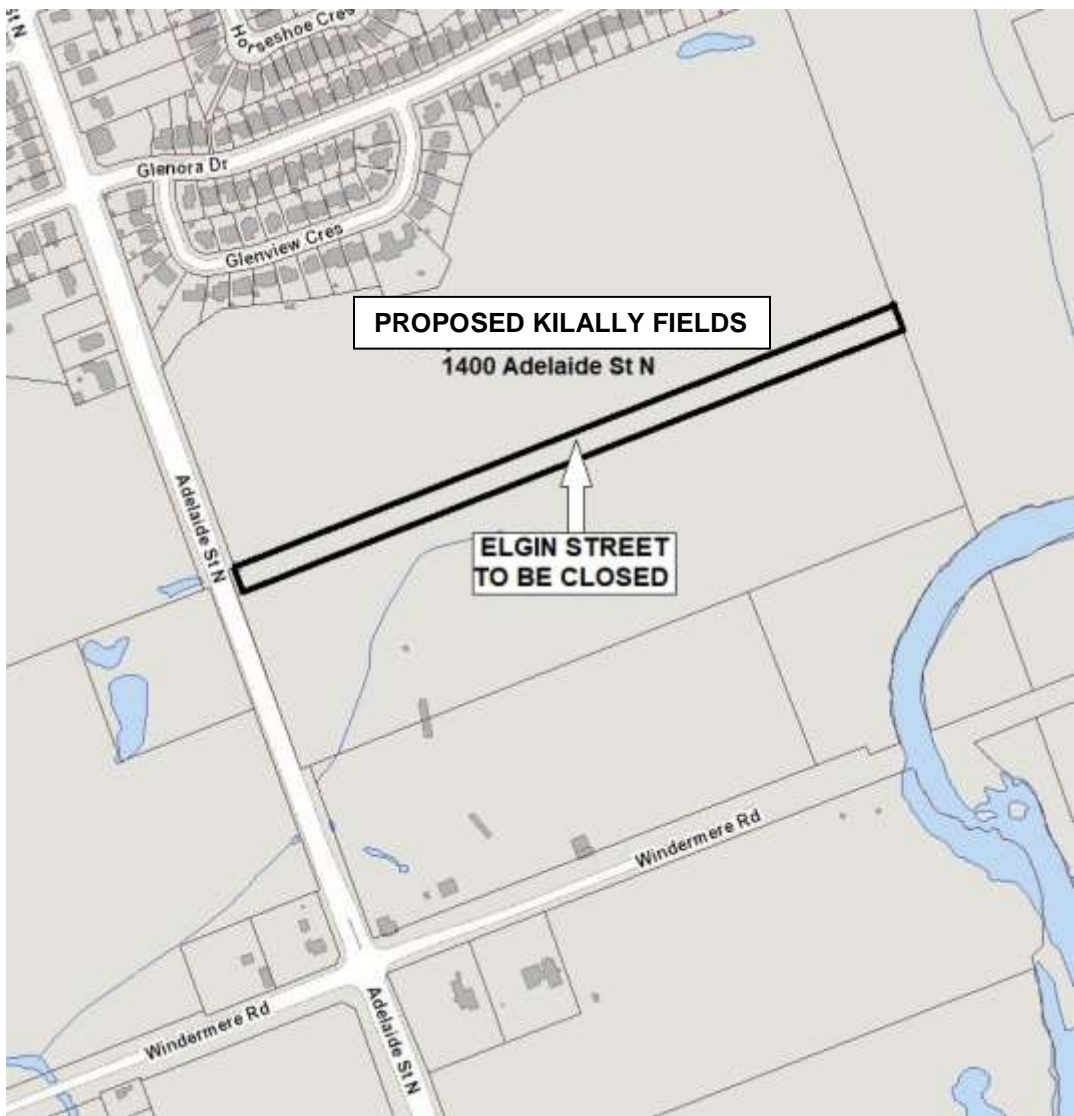
The proposed road allowance closing By-law supports the Strategic Plan through the strategic focus area of *Strengthening Our Community* through an increase in the number of recreation, sport, and leisure opportunities for Londoners.

BACKGROUND

By way of Site Plan approval (file SPA19-023), the City proposes to construct the Kilally Fields Sports Park on the City owned property at 1400 Adelaide Street North. The site improvements require that the untraveled road allowance known as Elgin Street, originally established in 1873 by Registered Plan 325(C), be included in the development as shown in the figure below. This necessitates closing the road allowance as public highway.

DISCUSSION

The construction of the new Kilally Fields Park on the City owned lands at 1400 Adelaide Street North necessitates the closing of the untraveled, unopened road allowance known as Elgin Street. Legally closing the road allowance and removing its public highway designation through the passing of the attached bylaw in Appendix ‘A’ enables the lands to be properly incorporated into the park. Since the road allowance is not travelled the public will not be affected by the closing and there are no utility impacts. Upon formally closing the road allowance, the lands will continue to be owned by the City and be available for use as needed.



CONCLUSION

It is recommended Elgin Street on Registered Plan 325(C) be legally closed as public highway so that it can be incorporated into the new Kilally Fields development, it being noted that the closing will not affect public transportation or impact utilities.

PREPARED BY:	REVIEWED AND CONCURRED BY:
A. GARY IRWIN, OLS, OLIP CITY SURVEYOR AND DIVISION MANAGER, GEOMATICS	DOUG MACRAE, P.ENG., MPA DIRECTOR, ROADS AND TRANSPORTATION
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Appendix 'A': Proposed By-law

c: S. Stafford, Managing Director Parks and Recreation

APPENDIX ‘A’

Bill No. _____

2019

By-law No. S - _____

A By-law to stop up and close Elgin Street on Registered Plan 325(C), East of Adelaide.

WHEREAS it is expedient to stop up and close Elgin Street on Registered Plan 325(C) in the City of London;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Elgin Street shall be stopped up and forever closed and cease to be and form public highway:

Elgin Street on Registered Plan 325(C) save and except Part 8 on 33R-13338, in the City of London and County of Middlesex.

2. The lands comprising the said street hereby stopped up and closed shall continue to be vested in the Corporation of the City of London to be dealt with from time to time as the Council of the Corporation may see fit and deem proper.

3. This By-law comes into force and effect on the day it is passed.

PASSED in Open Council on _____

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

DEFERRED MATTERS

CIVIC WORKS COMMITTEE (as of November 11, 2019)

Item No.	Subject	Request Date	Requested/ Expected Reply Date	Person Responsible	Status
1.	<p><u>Options for Increased Recycling in the Downtown Core</u></p> <p>That, on the recommendation of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the options for increased recycling in the Downtown core:</p> <p>b) the Civic Administration BE DIRECTED to report back to the Civic Works Committee in May 2017 with respect to:</p> <ul style="list-style-type: none"> i) the outcome of the discussions with Downtown London, the London Downtown Business Association and the Old East Village Business Improvement Area; ii) potential funding opportunities as part of upcoming provincial legislation and regulations, service fees, direct business contributions, that could be used to lower recycling program costs in the Downtown core; iii) the future role of municipal governments with respect to recycling services in Downtown and Business Areas; and, iv) the recommended approach for increasing recycling in the Downtown area. 	Dec 12/16	3rd Quarter 2019	K. Scherr J. Stanford	
2.	<p><u>Rapid Transit Corridor Traffic Flow</u></p> <p>That the Civic Administration BE DIRECTED to report back on the feasibility of implementing specific pick-up and drop-off times for services, such as deliveries and curbside pick-up of recycling and waste collection to local businesses in the downtown area and in particular, along the proposed rapid transit corridors.</p>	Dec 12/16	2nd Quarter 2019	K. Scherr J. Ramsay	

3.	<p><u>Garbage and Recycling Collection and Next Steps</u></p> <p>That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the garbage and recycling collection and next steps:</p> <p>b) the Civic Administration BE DIRECTED to report back to Civic Works Committee by December 2017 with:</p> <ul style="list-style-type: none"> i) a Business Case including a detailed feasibility study of options and potential next steps to change the City's fleet of garbage packers from diesel to compressed natural gas (CNG); and, ii) an Options Report for the introduction of a semi or fully automated garbage collection system including considerations for customers and operational impacts. 	Jan 10/17	3rd Quarter 2019	K. Scherr J. Stanford	2 nd Quarter 2019
4.	<p><u>Public Notification Policy for Construction Projects</u></p> <p>That the Civic Administration BE DIRECTED to amend the "Public Notification Policy for Construction Projects" to provide for a notification process that would ensure that property owners would be given at least one week's written notice of the City of London's intent to undertake maintenance activities on the City boulevard adjacent to their property; it being noted that a communication from Councillor V. Ridley was received with respect to this matter.</p>	Nov 21/17	3rd Quarter 2019	U. DeCandido	

5.	<p><u>Environmental Assessment</u></p> <p>That the Managing Director, Environmental and Engineering Services & City Engineer BE REQUESTED to report on the outstanding items that are not addressed during the Environmental Assessment response be followed up through the detailed design phase in its report to the Civic Works Committee.</p>	July 25, 2018	2nd Quarter 2019	S. Mathers P. Yeoman	
6.	<p><u>Bike Share System for London - Update and Next Steps</u></p> <p>That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the potential introduction of bike share to London:</p> <p>that Civic Administration BE DIRECTED to finalize the bike share business case and prepare a draft implementation plan for a bike share system in London, including identifying potential partners, an operations plan, a marketing plan and financing strategies, and submit to Civic Works Committee by January 2020; it being noted that a communication from C. Butler, dated August 8, 2019, with respect to the above matter was received.</p>	August 12, 2019	January 2020	K. Scherr	
7.	<p><u>Area Speed Limit Program</u></p> <p>That the staff report dated September 24, 2019, with respect to an Area Speed Limit Program, BE REFERRED back to the Civic Administration in order to consult with the London Transit Commission and report back at a future meeting of the Civic Works Committee regarding the effect a change to speed limits would have on transit service;</p> <p>it being noted that the <u>attached</u> presentation from S. Maguire, Division Manager, Roadway Lighting and Traffic Control, with respect to this matter, was received;</p> <p>it being pointed out that at the public participation meeting associated with this matter the individuals indicated on the <u>attached</u> public participation meeting record made oral submissions regarding this matter.</p>	September 24, 2019	TBD	K. Scherr S. Maguire	

8.	<p><u>Parking Changes</u></p> <p>That the Civic Administration BE DIRECTED to bring forward a report to a future meeting of the Civic Works Committee with details on potential impacts and recommendations on implementing the following changes to parking restrictions:</p> <p>a) the overnight parking ban program be amended to be in force from November 1st until April 30th annually;</p> <p>b) the issuing of overnight parking permits during the ban period be expanded to allow residents to purchase additional passes beyond the current 15 free uses for a fee; and,</p> <p>c) the current 12hr limit on occupying a specific on street non metered parking location be amended to 18hrs;</p> <p>it being noted that a communication, dated September 12, 2019, from Councillor S. Lewis, was received with respect to this matter.</p>	September 24, 2019	Q1 2020	K. Scherr	
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