

Agenda Including Addeds

Civic Works Committee

The 9th Meeting of the Civic Works Committee

July 14, 2020, 12:00 PM

Virtual Meeting - during the COVID-19 Emergency

City Hall is open to the public, with reduced capacity and physical distancing requirements.

Meetings can be viewed via live-streaming on YouTube and the City website.

Members

Councillors S. Lehman (Chair), S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozo,
Mayor E. Holder

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TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P.ENG. MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	UPPER THAMES RIVER CONSERVATION AUTHORITY AND CITY OF LONDON FLOOD PROTECTION PROJECTS: WEST LONDON DYKE PHASE 7

RECOMMENDATION

That, on the recommendation of the Managing Director Environmental & Engineering Services and City Engineer, the following action **BE TAKEN** with respect to City of London’s contribution to infrastructure:

- a) The Upper Thames River Conservation Authority **BE AUTHORIZED** to carry out the following projects with the City share in the total amount of \$2,070,704 including contingency, excluding HST; noting the requirements of this provincial funding program are unique, in that only conservation authorities can apply, requiring 14.3.a) of the Procurement of Goods and Services Policy:
 - a. West London Dyke Phase 7 Reconstruction; and
 - b. West London Dyke Phase 7 UTRCA Project Management Fees.
- b) The financing for this work **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix ‘A’, and,
- c) The Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Civic Works Committee – March 10, 2020– Upper Thames River Conservation Authority and City of London Flood Protection Projects

Civic Works Committee – August 12, 2019 – Upper Thames River Conservation Authority and City of London Flood Protection Projects

Civic Works Committee – June 18, 2018 – Upper Thames River Conservation Authority and City of London Flood Protection Projects

Civic Works Committee – July 17, 2017 – Water and Erosion Control Infrastructure (WECI) Program: 2017 Provincially Approved Project Funding (Sole Sourced)

Civic Works Committee – August 22, 2016 – Water and Erosion Control Infrastructure (WECI) Program: 2016 Provincially Approved Project Funding (Sole Sourced)

Civic Works Committee – February 2, 2016 – West London Dyke Master Repair Plan Municipal Class Environmental Assessment Study

Strategic Priorities and Policy Committee – January 28, 2016 – Downtown Infrastructure Planning and Coordination

2019 – 2023 STRATEGIC PLAN

This report aligns with the Strategic Plan’s “Building a Sustainable City” strategic area of focus by supporting the following expected results:

- Improve London’s resiliency to respond to potential future challenges;
- Build infrastructure to support future development and protect the environment;
- and

- Maintain or increase current levels of service; manage the infrastructure gap for all assets.

BACKGROUND

Purpose

This report seeks approval to commit the City’s share of the West London Dyke Phase 7 project in the context of eligible provincial and federal funding programs for flood control and disaster mitigation projects.

Context

Over the past 15 years, in partnership with the UTRCA, approximately \$14,100,000 in provincial and federal funding has been used to repair and reconstruct City-owned infrastructure. The most recent reconstruction of West London Dyke Phase 5-6, from Blackfriars Bridge to St. Patrick’s Street, was completed in late 2019 with some landscaping and amenity features to be added in 2020.

DISCUSSION

WECI Provincial funding

The Water and Erosion Control Infrastructure (WECI) program is a Ministry of Natural Resource and Forestry (MNR) capital cost share program that provides funding for flood or erosion control structures such as dams and dykes. This funding can only be accessed by Conservation Authorities (CAs), but can be used for infrastructure owned by municipalities in cases where the infrastructure is maintained by the CA. WECI funding is provided through a prioritization process that includes existing flood and erosion control infrastructure.

The program is a 50/50 cost share with the local municipality or other contributors with flood or erosion control infrastructure needs and must have a Council resolution or legally binding agreement to demonstrate financial commitment.

The 2020 WECI project will focus on the continuing reconstruction work of the West London Dyke Phase 7. The continuation of the West London Dyke Phase 7 project will extend the reconstructed section of the dyke from the north side of St. Patrick Street to north of Oxford Street (south of CP Rail tracks). See Appendix ‘B’ – West London Dyke Phasing Map.

DMAF Federal funding

The West London Dyke Phases 5-13 are also funded by the federal government’s Disaster Mitigation and Adaptation Fund (DMAF). The DMAF funding is capped at 40% of the costs up to a total of \$10,000,000 total over 10 years. The 2020 contribution will be approximately \$2,430,166. See Table 1 for details.

City Share

The UTRCA conducted an open tender process for this project with a low bid of \$6,075,415.00, including \$400,000 contingency and excluding HST, from Robuck Contracting Ltd. The WECI share of this project is \$1,700,000 with a City share of \$2,052,176. With the 40% reduction from DMAF outlined above, the City pays approximately 34% of the total project cost.

Table 1 summarizes the 2020 project funding: **Table 1: 2020 UTRCA Dyke and Dam Project Funding Sources**

Project	Full Project Amount	DMAF Funding	WECI Share	London Share
West London Dyke Phase 7 Reconstruction ¹	\$6,075,415	\$2,430,166	\$1,700,000	\$2,052,176 ²

Table 1 summarizes the 2020 project funding: Table 1: 2020 UTRCA Dyke and Dam Project Funding Sources				
Project	Full Project Amount	DMAF Funding	WECI Share	London Share
West London Dyke Phase 7 – UTRCA Project Management Fees	\$30,000	\$12,000	-	\$18,528 ²
Total	\$6,105,415	\$2,442,166	\$1,700,000	\$2,070,704

¹ The City portion is approximately 34% for this project due to additional 40% project funding Disaster Mitigation Adaptation Fund (DMAF) share in the amount of \$2,430,166.

² The London Share is calculated by including the non-rebateable HST on the full project amount and then reduced by the provincial and federal funding programs.

Procurement and Invoicing Processes

The UTRCA will administer the project and submit invoices to the City as work is completed, after subtracting the provincial and federal funding share. The WECI program provides matched funding to CAs for the major reconstruction and maintenance of flood or erosion control structures that are either owned or maintained by CAs. Because of this requirement, the City must use Clause 14.3.a) “statutory or market based monopoly” of its Procurement Policy to engage UTRCA to complete the administration of this project.

CONCLUSIONS

City staff and UTRCA staff are working together to complete the West London Dyke Phase 7 and endeavour to maximize the City of London’s potential to receive provincial and federal funding for City-owned flood and erosion control infrastructure.

SUBMITTED BY:	REVIEWED AND CONCURRED BY:
SHAWNA CHAMBERS, P.ENG., DPA DIVISION MANAGER, STORMWATER MANAGEMENT	SCOTT MATHERS, P. ENG., MPA DIRECTOR, WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P. ENG., FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

July 3, 2020

Attach: Appendix ‘A’ – Source of Financing
Appendix ‘B’ – West London Dyke Phasing Map

cc: John Freeman
Chris Tasker, UTRCA
Gary McDonald
Alan Dunbar
Jason Davies

APPENDIX 'A'

#20098

Chair and Members
Civic Works Committee

July 14, 2020
(Award Contract)

**RE: Upper Thames River Conservation Authority and City of London Flood Protection Projects:
West London Dyke Phase 7
(Subledger SWM20001)
Capital Project ES2474 - UTRCA - Remediating Flood Control Works within City Limits
Upper Thames River Conservation Authority - \$2,070,704.00 (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:

SUMMARY OF ESTIMATED EXPENDITURES	Approved Budget	Committed to Date	This Submission	Balance for Future Work
Engineering	\$4,197,331	\$4,060,799	\$18,854	\$117,678
Construction	9,626,627	6,216,983	2,088,294	1,321,350
City Related Expenses	75,000	59,859		15,141
NET ESTIMATED EXPENDITURES	\$13,898,958	\$10,337,642	\$2,107,148 1)	\$1,454,168

SUMMARY OF FINANCING:				
Capital Sewer Rates	\$1,000,000	\$1,000,000		\$0
Debenture By-law No. W.-5610-251	2,750,000	2,750,000		0
Drawdown from Sewage Works Reserve Fund	10,097,213	6,535,897	2,107,148	1,454,168
Other Contributions	51,745	51,745		0
TOTAL FINANCING	\$13,898,958	\$10,337,642	\$2,107,148	\$1,454,168

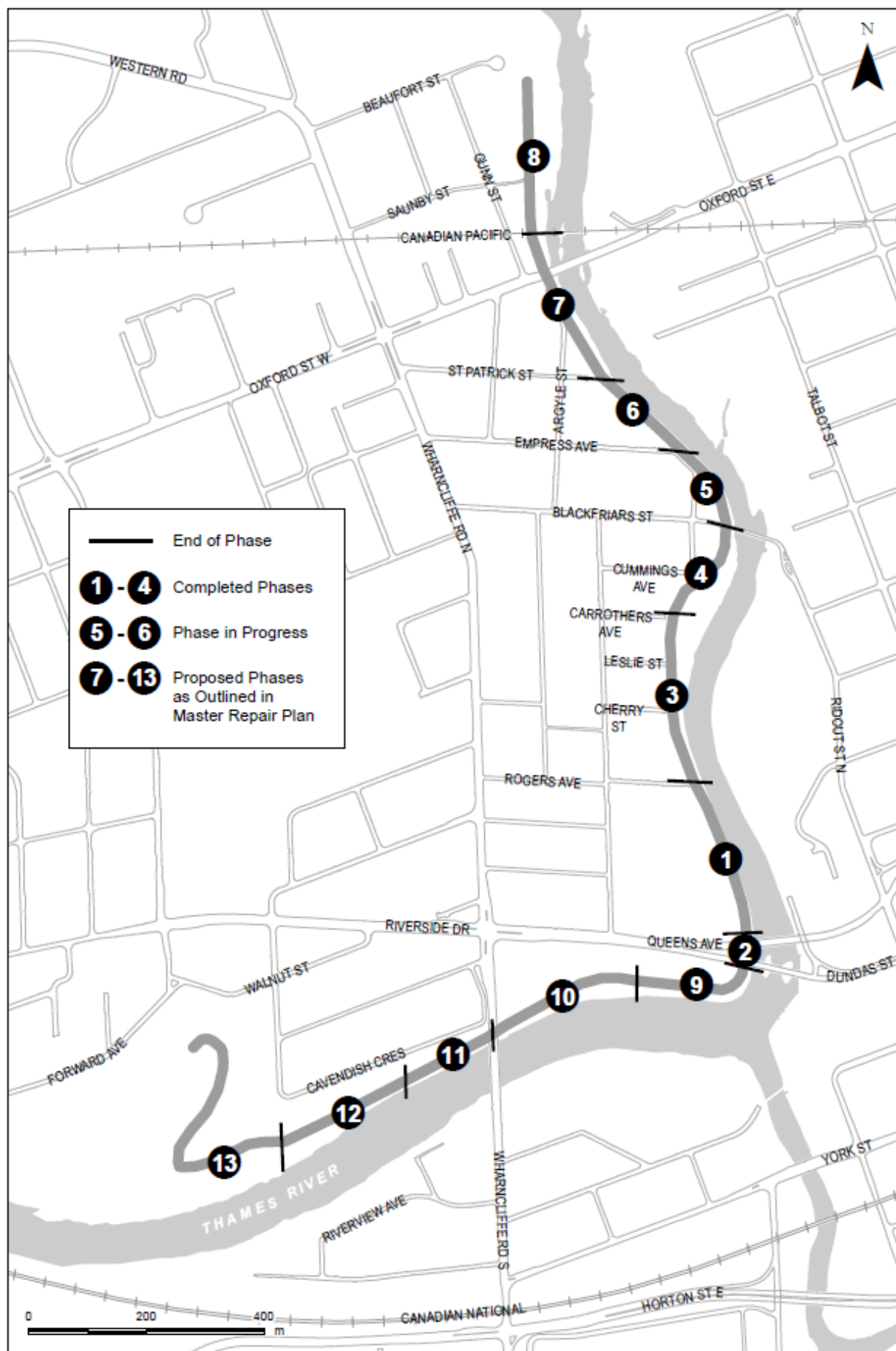
1) **Financial Note:**

	Engineering	Construction	Total
Contract Price	\$18,528	\$2,052,176	\$2,070,704
Add: HST @13%	2,409	266,783	269,192
Total Contract Price Including Taxes	20,937	2,318,959	2,339,896
Less: HST Rebate	2,083	230,665	232,748
Net Contract Price	<u>\$18,854</u>	<u>\$2,088,294</u>	<u>\$2,107,148</u>

kw

Kyle Murray
Director of Financial Planning & Business Support

Appendix B – West London Dyke Reconstruction Phase 7



TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P. Eng., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	APPOINTMENT OF CONSULTING ENGINEERS INFRASTRUCTURE RENEWAL PROGRAM

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 consulting engineers for the Infrastructure Renewal Program:

- a) The following consulting engineers **BE APPOINTED** to carry out consulting services for the identified 2021 Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy:
 - (i) Stantec Consulting Limited **BE APPOINTED** consulting engineers to complete the pre-design, detailed design and construction administration of the 2021 Infrastructure Renewal Program Assignment A, Mornington Pond Expansion, in the total amount of \$633,183.39 (including contingency), excluding HST;
 - (ii) AECOM Canada Limited **BE APPOINTED** consulting engineers to complete the pre-design and detailed design of 2021 Infrastructure Renewal Program Assignment B, Burlington Street Reconstruction, Burlington Crescent to Scenic Drive and Paymaster Avenue, all, in the total amount of \$199,991.00 (including contingency), excluding HST;
 - (iii) Archibald, Gray and McKay Engineering Limited **BE APPOINTED** consulting engineers to complete the pre-design, detailed design construction administration of 2021 Infrastructure Renewal Program Assignment C, Brydges St from Egerton Street to Highbury Avenue, Swinyard Street (all) and Muir Street (all) reconstruction, in the total amount of \$559,900.00 (including contingency), excluding HST;
 - (iv) Development Engineering (London) Limited **BE APPOINTED** consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment D, Foster Avenue from Riverside Drive to Upper Avenue and Upper Avenue from Riverside Drive to Foster Avenue reconstruction, in the total amount of \$253,600.99 (including contingency), excluding HST;
 - (v) Archibald, Gray and McKay Engineering Limited **BE APPOINTED** consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment E, Wortley Road from Briscoe Street to Devonshire Avenue reconstruction in the total amount of \$361,982.50 (including contingency), excluding HST;
 - (vi) Spriet Associates (London) Ltd **BE APPOINTED** consulting engineers to complete the pre-design, detailed design and construction administration of 2021 Infrastructure Renewal Program Assignment F, Calgary Street from Churchill Avenue to Dundas Street reconstruction in the total amount of \$375,910.70 (including contingency), excluding HST;

- b) the financing for the projects identified in (a) above **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 work;
- d) the approvals given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract with each consultant for the respective 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

- none

2019 – 2023 STRATEGIC PLAN

The following report supports the 2019 – 2023 Strategic Plan through the strategic focus area of Building a Sustainable City including:

- London’s infrastructure is built, maintained, and operated to meet the long-term needs of our community, and
- London has a strong and healthy environment.

BACKGROUND

Purpose

The purpose of this report is to award engineering consultant appointments for the Infrastructure Renewal Program. These consultant appointments will lead to infrastructure construction projects in 2021, including one multi-year project. A detailed project list, including timing and project limits, is contained in Appendix ‘B’. Project maps are contained in Appendix ‘C’.

Context

The Infrastructure Renewal Program is an annual program intended to maintain the lifecycle and operation of municipal infrastructure at an acceptable performance level. The engineering consultants work with City staff to complete the Infrastructure Renewal Program projects and meet the challenging infrastructure lifecycle replacement needs. The engineering consulting work recommended within this report will support the reconstruction of an estimated \$21,000,000 of capital infrastructure over two construction seasons.

DISCUSSION

Procurement Process: 2021 Infrastructure Renewal Program

The engineering consultant selection procedure for the 2021 Infrastructure Renewal Program utilized a grouped consultant selection process developed in partnership with the Purchasing and Supply Division, subsequently approved by Council June 12, 2018 and which will be used for all future Infrastructure Renewal Program consultant appointments. This two-stage grouped procurement process is in accordance with Section 15.2(e) of the Procurement of Goods and Services Policy.

Work Description

The Infrastructure Renewal Program projects include watermain and sewer replacement/repairs, full road reconstruction as well as restoration of areas disturbed by the construction activity. The scope of each project varies in length and depends on the infrastructure components requiring rehabilitation or replacement.

The city infrastructure design groups within each service area work closely together to co-ordinate infrastructure repair, rehabilitation and replacement. City staff prepare a list of the highest priority projects, taking into consideration condition assessment, capacity, criticality of the infrastructure link, and the safety and social impacts should the infrastructure link fail. City staff meet regularly throughout the year to co-ordinate their respective work, with the goal of aligning construction projects so more than one infrastructure element can be renewed, which significantly reduces social disruption and saves on construction costs. Design work starts early in the budget cycle, which allows projects to tender early in the season, so the most competitive construction pricing can be realized.

This report recommends the appointment of engineering consultants for six engineering design assignments as identified in Appendix 'B'. All of the projects are scheduled for construction in 2021, and one will extend over two construction seasons into 2022. The project to be constructed over two years is a larger and more complex project. The proposed construction year and physical limits of the project assignments are summarized in Appendix 'B' and a location map is provided for each project in Appendix 'C'.

Funds have been budgeted in the transportation, water and sewer capital budgets to support the engineering design work for the projects identified in Appendix 'A', "Sources of Financing Report". The design and construction administration fees for the new projects, recommended for approval in this report, are summarized in Table 1 below. All values below include 10% contingency and exclude HST.

Table 1 – New Project Approval Summary

Assignment	Street	Consultant	Design Fee	Construction Admin Fee	Total Fee
2021 IRP* Assignment A	Mornington Pond Expansion	Stantec Consulting Ltd.	\$361,392.53	\$271,790.86	\$633,183.39
2021 IRP Assignment B	Burlington Street / Paymaster Avenue	AECOM	\$199,991.00	--	\$199,991.00
2021 IRP Assignment C	Brydges St / Muir St / Swinyard St	Archibald, Gray and McKay Engineering Ltd	\$258,874.00	\$301,026.00	\$559,900.00
2021 IRP Assignment D	Foster Avenue / Upper Avenue	Development Engineering (London) Ltd	\$109,158.50	\$144,442.49	\$253,600.99
2021 IRP Assignment E	Wortley Road	Archibald, Gray and McKay Engineering Ltd	\$171,985.00	\$189,997.50	\$361,982.50
2021 IRP Assignment F	Calgary Street	Spriet Associates	\$163,429.20	\$212,481.50	\$375,910.70

* - Infrastructure Renewal Program

CONCLUSIONS

Replacing infrastructure at the end of its lifecycle is essential to building a sustainable city. The recommended engineering consultant assignments for the 2021 Infrastructure Renewal Program are another step forward in replacing London's aging infrastructure. The projects discussed within this report have been identified as high priority due to the age, poor condition and associated risk of failure associated with the infrastructure.

In the spirit of continuous improvement, the process for undertaking engineering consultant appointments will continue to evolve ensuring the City achieves the best value through a transparent, fair and competitive process. All the firms recommended through this engineering consultant appointment have shown their competency and expertise with infrastructure replacement projects of this type. The Infrastructure Renewal Program will continue to ensure high value and endeavour to achieve a consistently high degree of public satisfaction.

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

AR/dh

Attach: Appendix 'A' – Sources of Financing
 Appendix 'B' – Project Information List
 Appendix 'C' – Location Maps

cc. John Freeman, Manager, Purchasing and Supply
 Gary McDonald, Budget Analyst
 AECOM Canada Ltd, 410 – 250 York Street, Citi Plaza, N6A 6K2
 Archibald, Gray & McKay Engineering, 3514 White Oak Road, N6E 2Z9
 Development Engineering Ltd., 41 Adelaide St N, Unit 71, N6B 3P4
 Spriet Associates, 155 York St, N6A 1A8
 Stantec, 171 Queens Ave, N6A 5J7

APPENDIX 'A'

#20100

Chair and Members
Civic Works Committee

July 14, 2020
(Appoint Consulting Engineers)

RE: Appointment of Consulting Engineers - Infrastructure Renewal Program
Capital Project EW376520 - Infrastructure Renewal Program - Watermains
Capital Project ES241420 - Infrastructure Renewal Program - Sanitary Sewer
Capital Project ES254020 - Infrastructure Renewal Program - Stormwater sewers & Treatment
Capital Project ES3220 - Wetland Restoration & SWM Treatment Enhancement
Capital Project TS173919 - Active Transportation (2019-2023)
Capital Project TS144620 - Road Networks Improvements (Main)
Stantec Consulting Limited - \$633,183.39.00 (excluding H.S.T.) (Subledger WS21C001)
AECOM Canada Limited - \$199,991.00 (excluding H.S.T.) (Subledger WS21C00B)
Archibald, Gray & McKay Engineering Limited - \$559,900.00 (excluding H.S.T.) (Subledger WS21C00C)
Development Engineering (London) Limited - \$253,600.99 (excluding H.S.T.) (Subledger WS21C00D)
Archibald, Gray & McKay Engineering Limited - \$361,982.50 (excluding H.S.T.) (Subledger WS21C00E)
Spriet Associates (London) Ltd. - \$375,910.70 (excluding H.S.T.) (Subledger WS21C00F)

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:

	Approved Budget	Committed to Date	This Submission	Balance for Future Work
<u>SUMMARY OF ESTIMATED EXPENDITURES</u>				
<u>EW376520- IRP - Watermains</u>				
Engineering	\$2,318,186	\$953,804	\$857,089	\$507,293
Construction	15,000,000	10,465,974		4,534,026
	<u>17,318,186</u>	<u>11,419,778</u>	857,089	5,041,319
<u>ES241420 - IRP - Sanitary Sewers</u>				
Engineering	1,724,865	556,129	546,123	622,613
Engineering (Utilities Share)	68,176	68,176		0
Construction	8,543,460	5,457,105		3,086,355
Construction (Utilities Share)	1,257,613	1,257,613		0
City Related Expenses	25,000			25,000
	<u>11,619,114</u>	<u>7,339,023</u>	546,123	3,733,968
<u>ES254020 - IRP - Stormwater Sewers & Treatment</u>				
Engineering	2,000,000	485,835	546,123	968,042
Construction	11,402,850	5,336,486		6,066,364
City Related Expenses	100,000			100,000
	<u>13,502,850</u>	<u>5,822,321</u>	546,123	7,134,406
<u>ES3220 Wetland Restoration & SWM Treatment Enhancement</u>				
Engineering	350,000		350,000	0
<u>TS173919 - Active Transportation</u>				
Engineering	600,000	65,896	20,353	513,751
Construction	4,747,752	759,911		3,987,841
	<u>5,347,752</u>	<u>825,807</u>	20,353	4,501,592
<u>TS144620 - Road Networks Improvements (Main)</u>				
Engineering	1,000,000	558,047	106,849	335,104
Engineering (Bell Canada)	3,555	3,555		0
Construction	11,196,200	5,792,694		5,403,506
Construction (Bell Canada)	40,232	40,232		0
	<u>12,239,987</u>	<u>6,394,528</u>	106,849	5,738,610
NET ESTIMATED EXPENDITURES	<u>\$60,377,889</u>	<u>\$31,801,457</u>	<u>\$2,426,537</u>	<u>\$26,149,895</u>
<u>SUMMARY OF FINANCING:</u>				
<u>EW376520- IRP - Watermains</u>				
Capital Water Rates	\$10,753,000	\$10,753,000		\$0
Drawdown from Capital Water Reserve Fund	6,565,186	666,778	857,089	5,041,319
	<u>17,318,186</u>	<u>11,419,778</u>	857,089	5,041,319
<u>ES241420 - IRP - Sanitary Sewers</u>				
Capital Sewer Rates	5,642,540	1,362,449	546,123	3,733,968
Federal Gas Tax	4,650,785	4,650,785		0
Other Contributions (Utilities)	1,325,789	1,325,789		0
	<u>11,619,114</u>	<u>7,339,023</u>	546,123	3,733,968
<u>ES254020 - IRP - Stormwater Sewers & Treatment</u>				
Capital Sewer Rates	2,277,960	2,277,960		0
Drawdown from Sewage Works Reserve Fund	11,214,166	3,533,637	546,123	7,134,406
Other Contributions	10,724	10,724		0
	<u>13,502,850</u>	<u>5,822,321</u>	546,123	7,134,406
<u>ES3220 Wetland Restoration & SWM Treatment</u>				
Drawdown from Sewage Works Reserve Fund	350,000		350,000	0

APPENDIX 'A'

#20100

Chair and Members
Civic Works Committee

July 14, 2020
(Appoint Consulting Engineers)

RE: Appointment of Consulting Engineers - Infrastructure Renewal Program
Capital Project EW376520 - Infrastructure Renewal Program - Watermains
Capital Project ES241420 - Infrastructure Renewal Program - Sanitary Sewer
Capital Project ES254020 - Infrastructure Renewal Program - Stormwater sewers & Treatment
Capital Project ES3220 - Wetland Restoration & SWM Treatment Enhancement
Capital Project TS173919 - Active Transportation (2019-2023)
Capital Project TS144620 - Road Networks Improvements (Main)
Stantec Consulting Limited - \$633,183.39.00 (excluding H.S.T.) (Subledger WS21C001)
AECOM Canada Limited - \$199,991.00 (excluding H.S.T.) (Subledger WS21C00B)
Archibald, Gray & McKay Engineering Limited - \$559,900.00 (excluding H.S.T.) (Subledger WS21C00C)
Development Engineering (London) Limited - \$253,600.99 (excluding H.S.T.) (Subledger WS21C00D)
Archibald, Gray & McKay Engineering Limited - \$361,982.50 (excluding H.S.T.) (Subledger WS21C00E)
Spriet Associates (London) Ltd. - \$375,910.70 (excluding H.S.T.) (Subledger WS21C00F)

	Approved Budget	Committed to Date	This Submission	Balance for Future Work
<u>TS173919 - Active Transportation</u>				
Capital Levy	391,425	391,425		0
Debenture By-law No. W.-5654-291	2,277,726	21,479	10,176	2,246,071
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2,678,601	412,903	10,177	2,255,521
	<u>5,347,752</u>	<u>825,807</u>	<u>20,353</u>	<u>4,501,592</u>
<u>TS144620 - Road Networks Improvements (Main)</u>				
Capital Levy	22,107	22,107		0
Debenture Quota	1,582,505			1,582,505
Drawdown from Capital Infrastructure Gap R.F.	1,679,160			1,679,160
Federal Gas Tax	8,912,428	6,328,634	106,849	2,476,945
Other Contributions (Utilities)	43,787	43,787		0
	<u>12,239,987</u>	<u>6,394,528</u>	<u>106,849</u>	<u>5,738,610</u>
TOTAL FINANCING	<u>\$60,377,889</u>	<u>\$31,801,457</u>	<u>\$2,426,537</u>	<u>\$26,149,895</u>

1) FINANCIAL NOTE: (EXCLUDING H.S.T.)	EW376520	ES241420	ES254020	ES3220
<u>Listed by Engineer and Contract</u>				
Stantec Consulting Limited	\$115,695	\$86,770	\$86,771	\$343,947
AECOM Canada Limited	79,997	59,997	59,997	
Archibald, Gray and McKay Engineering Limited	173,960	130,470	130,470	
Development Engineering	101,441	76,080	76,080	
Archibald, Gray and McKay Engineering Limited	220,809	70,587	70,587	
Spriet Associates (London) Ltd	150,365	112,773	112,773	
TOTAL PER CAPITAL PROJECT (EXCLUDING H.S.T.)	<u>\$842,267</u>	<u>\$536,677</u>	<u>\$536,678</u>	<u>\$343,947</u>

FINANCIAL NOTE (continued)	TS173919	TS144620	TOTAL PER CONTRACT Excluding HST	Incl. HST
<u>Listed by Engineer and Contract</u>				
Stantec Consulting Limited			\$633,183	\$644,327
AECOM Canada Limited			199,991	203,511
Archibald, Gray and McKay Engineering Limited	20,000	105,000	559,900	569,754
Development Engineering			253,601	258,064
Archibald, Gray and McKay Engineering Limited			361,983	368,354
Spriet Associates (London) Ltd			375,911	382,527
TOTAL PER CAPITAL PROJECT (EXCLUDING H.S.T.)	<u>\$20,000</u>	<u>\$105,000</u>	<u>\$2,384,569</u>	<u>\$2,426,537</u>

2) Financial Note: (Charges per Capital Project)	EW376520	ES241420	ES254020	ES3220
Contract Price	\$842,267	\$536,677	\$536,678	\$343,947
Add: HST @13%	109,495	69,768	69,768	44,713
Total Contract Price Including Taxes	951,762	606,445	606,446	388,660
Less: HST Rebate	94,673	60,322	60,323	38,660
Net Contract Price	<u>\$857,089</u>	<u>\$546,123</u>	<u>\$546,123</u>	<u>\$350,000</u>

Financial Note:(Charges per Capital Project) continued	TS173919	TS144620	TOTAL
Contract Price	\$20,000	\$105,000	\$2,384,569
Add: HST @13%	2,600	13,650	309,994
Total Contract Price Including Taxes	22,600	118,650	2,694,563
Less: HST Rebate	2,247	11,801	268,026
Net Contract Price	<u>\$20,353</u>	<u>\$106,849</u>	<u>\$2,426,537</u>

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

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Jason Davies
Manager of Financial Planning & Policy

Appendix 'B' – Project Information List

2021 Infrastructure Renewal Program (IRP)						
IRP Assignment	Consultant	Street	From	To	Length (m)	Anticipated Construction Year
A	Stantec Consulting Ltd	Morningside Storm Water Management Pond Expansion				2021
B	AECOM Canada Ltd	Burlington Street	Burlington Crescent	Scenic Drive	610	2021
C	Archibald, Gray and McKay Engineering Ltd	Brydges Street	Douglas Court	Highbury Avenue	1,100	2021/2022
		Muir Street	all		150	2021
		Swinyard Street	all		100	2021
D	Development Engineering (London) Ltd	Foster Avenue	Riverside Drive	Upper Avenue	360	2021
		Upper Avenue	Riverside Drive	Foster Avenue	410	
E	Archibald, Gray and McKay Engineering Ltd	Wortley Road	Briscoe Street	Devonshire Avenue	460	2021
F	Spriet Associates Ltd	Calgary Street	Churchill Avenue	Dundas Street	540	2021

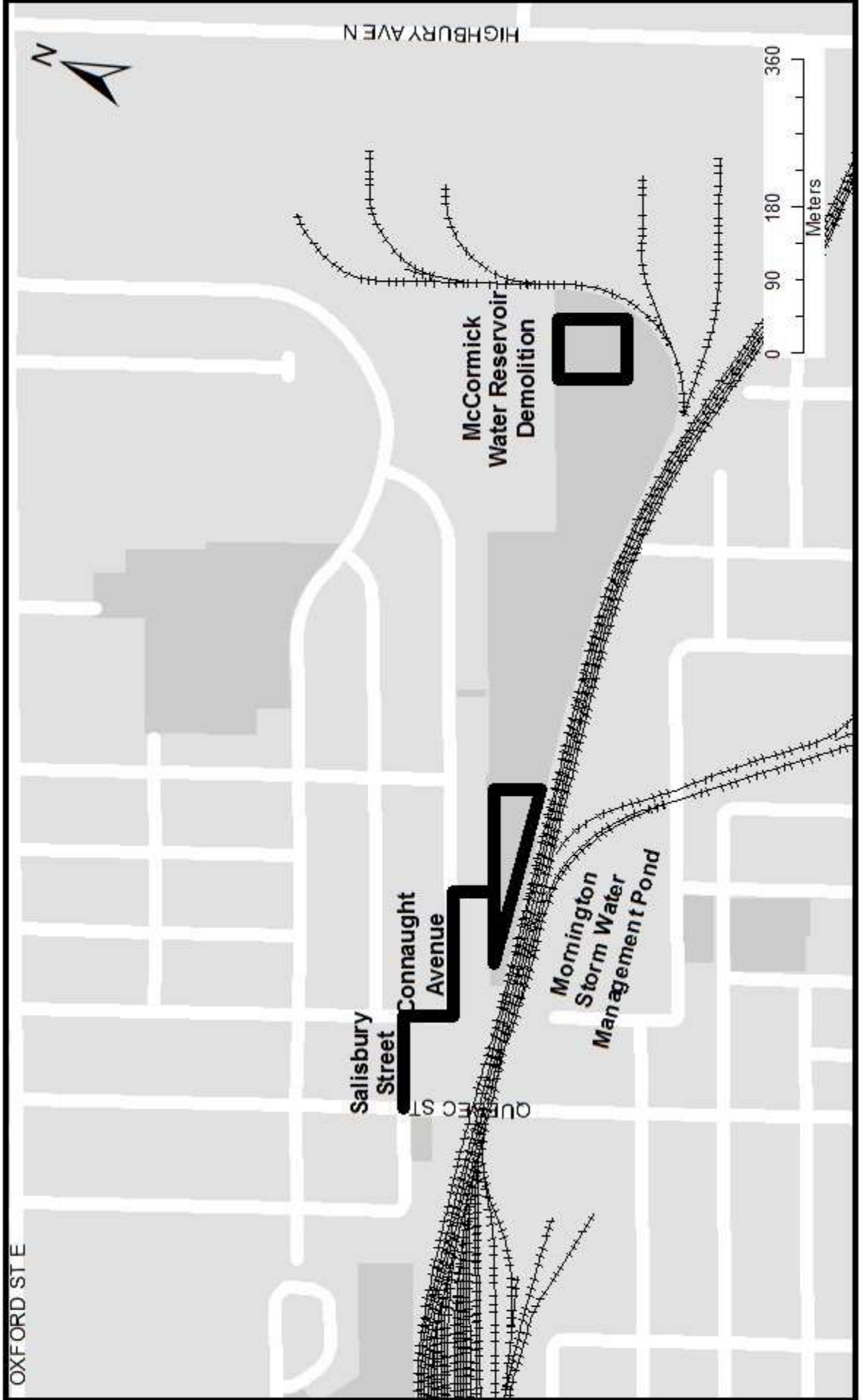


London
CANADA

2021/2022 Infrastructure Renewal Program

Assignment A

Mornington Storm Water Management Pond Expansion

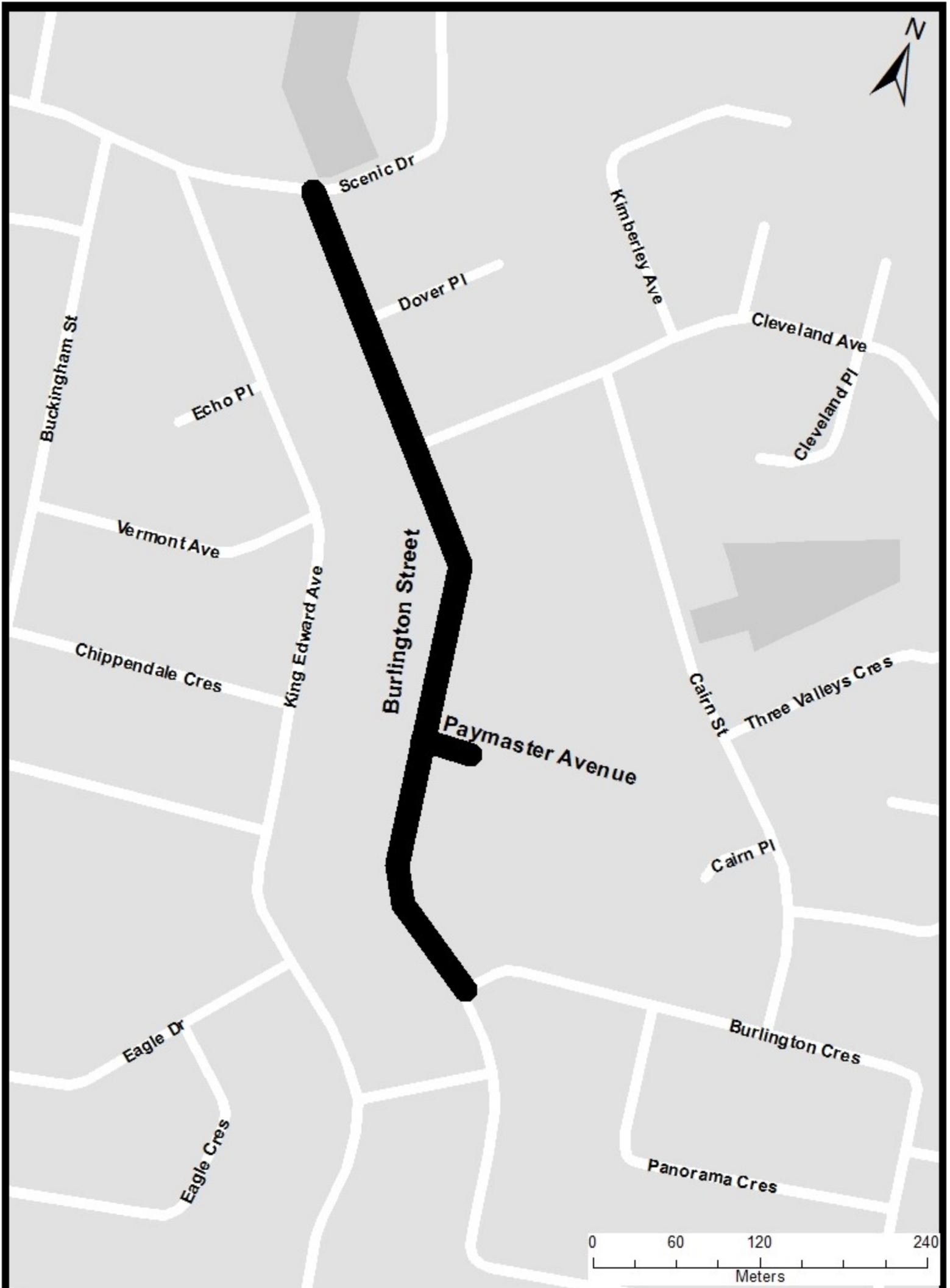




London
CANADA

2021 Infrastructure Renewal Program Assignment B

Burlington Street from Burlington Crescent to Scenic Drive
Paymaster Avenue (all)





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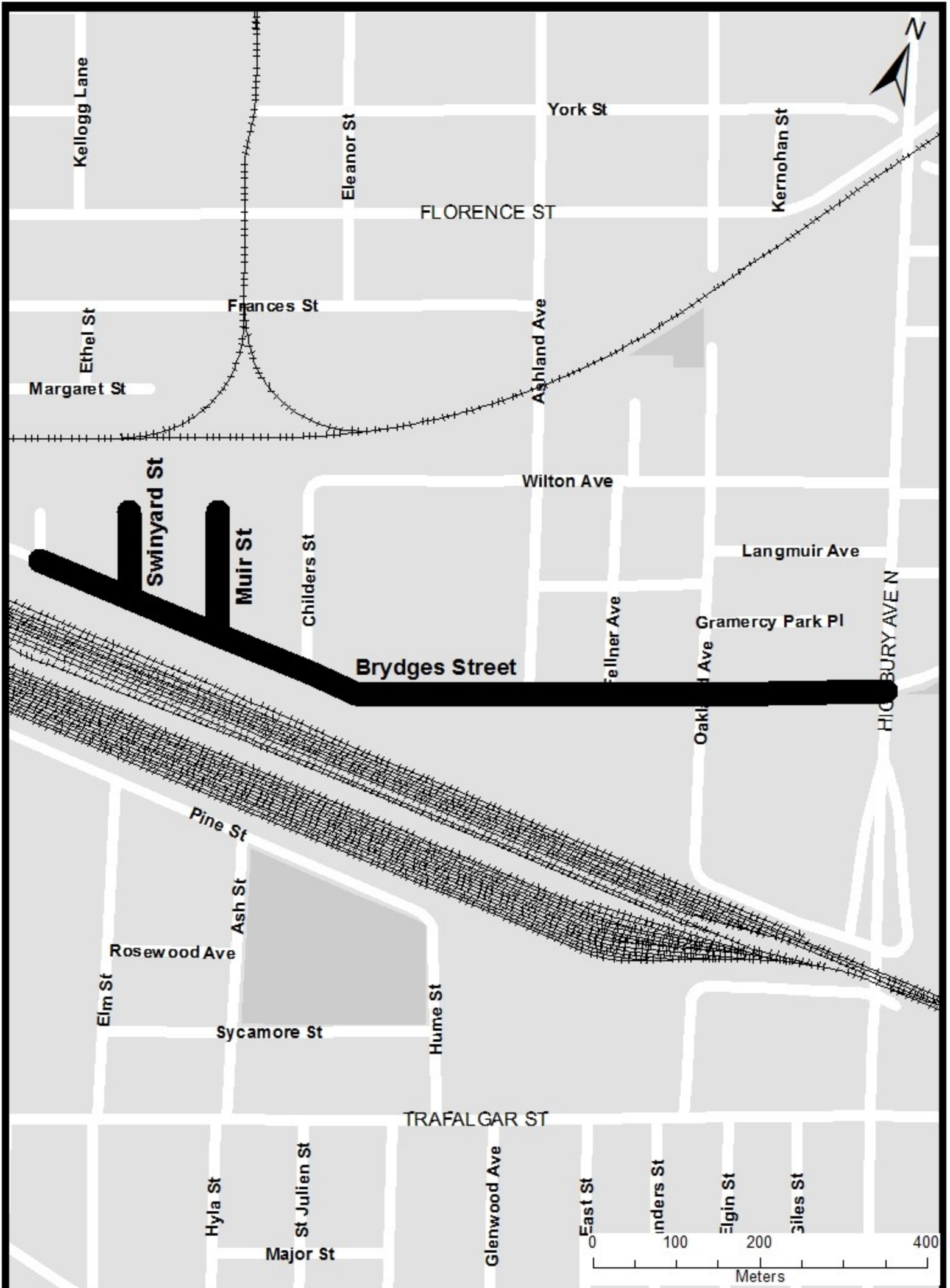
2021/2022 Infrastructure Renewal Program

Assignment C

Brydges Street from Douglas Court to Highbury Avenue

Swinyard Street (all)

Muir Street (all)

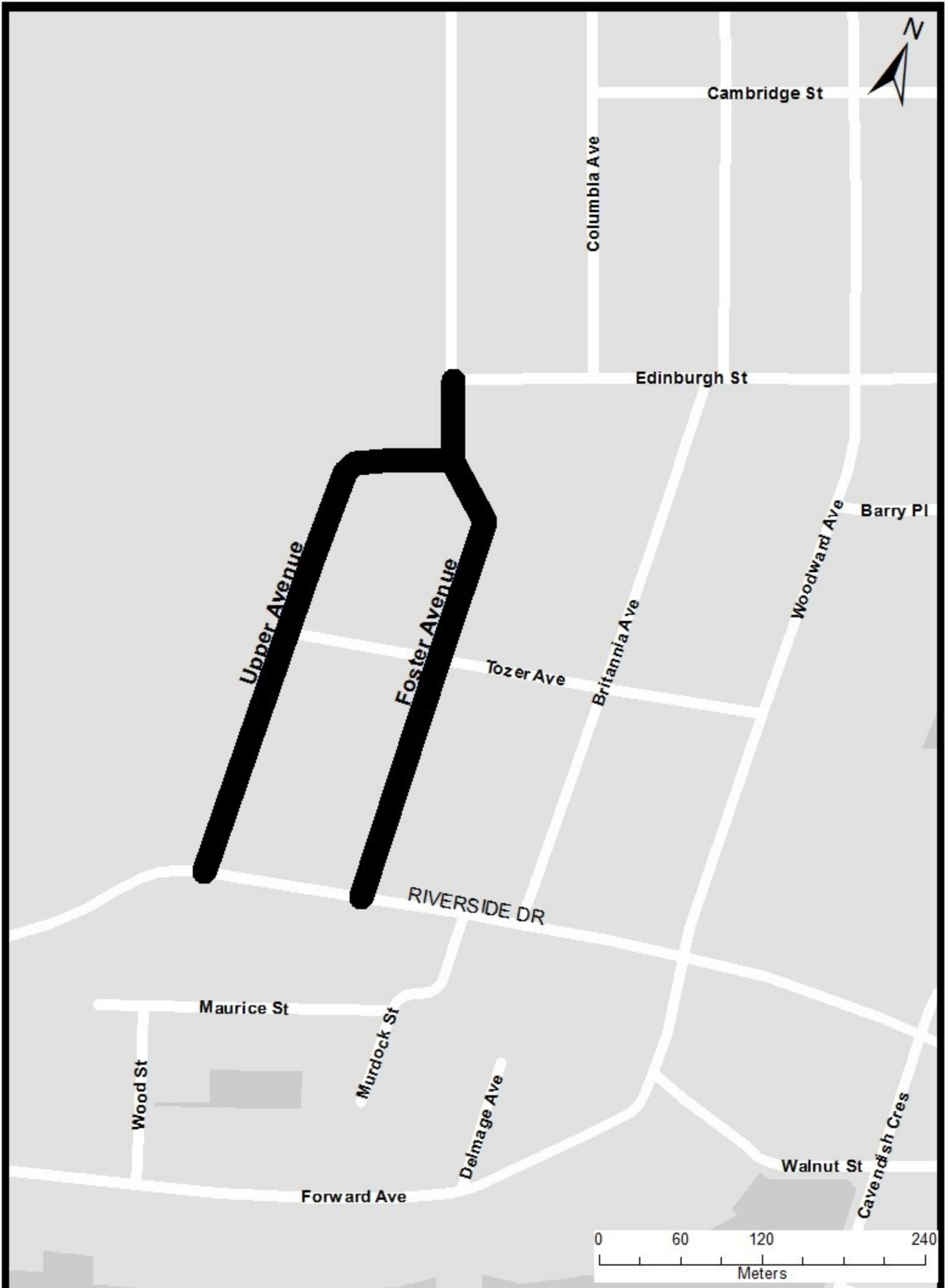




London
CANADA

2021/2022 Infrastructure Renewal Program Assignment D

Foster Avenue from Riverside Drive to Edinburgh Street
Upper Avenue from Riverside Drive to Edinburgh Street

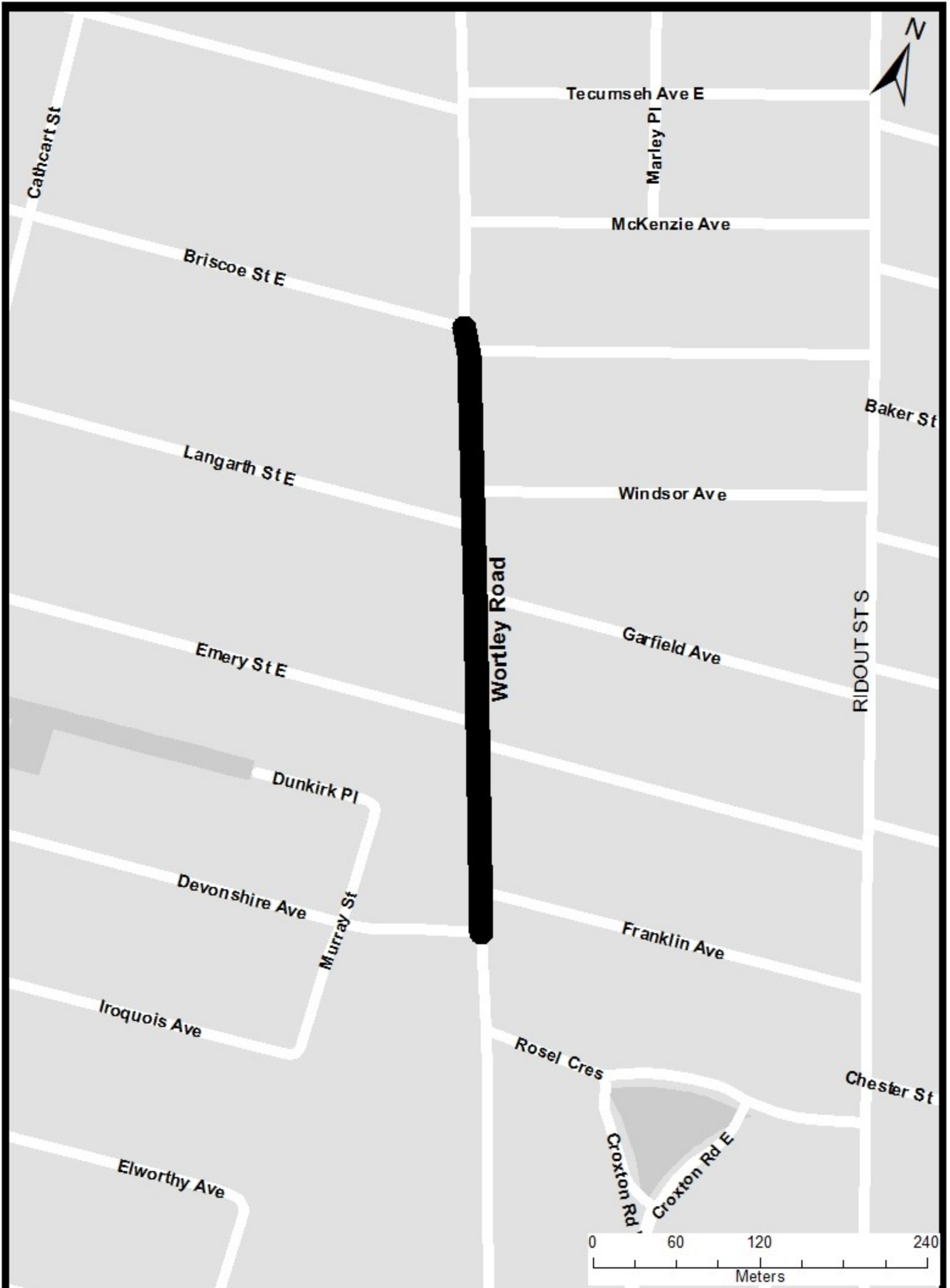




London
CANADA

2021 Infrastructure Renewal Program Assignment E

Wortley Road from Briscoe Street to Devonshire Avenue

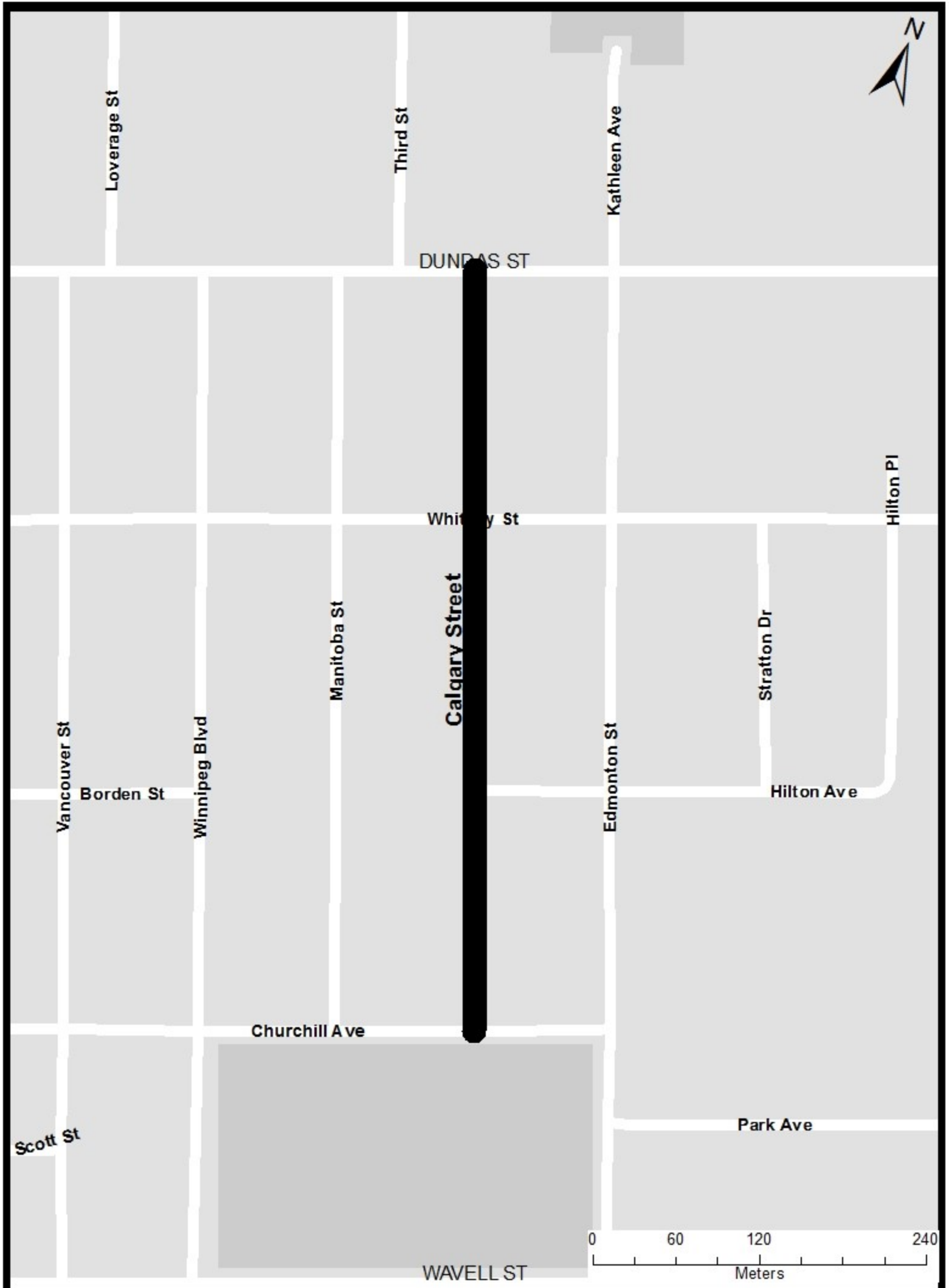




London
CANADA

2021 Infrastructure Renewal Program Assignment F

Calgary Street from Churchill Avenue to Dundas Street



TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	CONTRACT FOR THE OPERATION OF THE CITY'S MATERIALS RECOVERY FACILITY – SINGLE SOURCE

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the provision of Material Recovery Facility (MRF) Operations services:

- a) The attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting on July 21, 2020 to approve, substantially in the form of, the single source negotiated agreement (Schedule "A" to the By-law) between the Corporation of the City of London and Miller Waste Systems Inc., 8050 Woodbine Avenue Markham, ON, L3R 2N8, to operate and maintain the City's Materials Recovery Facility and market the recyclable materials which are noted herein;
- b) The single source negotiated price **BE ACCEPTED** to hire Miller Waste Systems Inc., to remove the existing cyclone and plastic container perforator and replace them with a new glass breaker and plastic container perforator at a total estimated price of \$609,679.57 plus HST;
- c) The financing for the project **BE APPROVED** in accordance with the "Source of Financing Report" attached hereto as Appendix "B";
- d) Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this purchase; and
- e) Approval hereby given **BE CONDITIONAL** upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- Operation of the City's Materials Recovery Facility: Next Steps in the Transition to Industry Responsibility for Recycling Services (April 15, 2020 meeting of Civic Works Committee CWC, Item #2.8)
- Additional Short-Term Contract Amendment for Recycling Services (May 14, 2019 meeting of CWC, Item #2.6)
- Short-Term Contract Amendment for Recycling Services (October 30, 2018 meeting of CWC, Item #2.9)
- Exercise Renewal Options Curbside Collection & Material Recovery Facility Operations Contracts – Miller Waste Systems (September 7, 2016 meeting of CWC, Item #2.5)

COUNCIL'S 2019-2023 STRATEGIC PLAN

Municipal Council has recognized the importance of solid waste management in its 2019-2023 - Strategic Plan for the City of London as follows:

Building a Sustainable City

London has a strong and healthy environment (Increase waste reduction, diversion and resource recovery)

Growing our Economy

London is a leader in Ontario for attracting new jobs and investments (Increase partnerships that promote collaboration, innovation and investment)

Leading in Public Service

Londoners experience exceptional and valued customer service (Increase community and resident satisfaction of their service experience with the City)

BACKGROUND

PURPOSE

The purpose of this report is to provide Civic Works Committee and Council with the outcome of the single source negotiation with Miller Waste Systems Inc. (Miller), to continue to operate and maintain the City-owned Materials Recovery Facility (MRF) and market the recyclable materials.

CONTEXT

In April 2020, Municipal Council resolved that:

The Civic Administration **BE DIRECTED** to negotiate a single source agreement for the procurement of MRF Operations services as per Section 14.4(d) and (e) of the Procurement of Goods and Services Policy with Miller Waste Systems Inc. for a term of two years and four months (28 months), with two, one-year extension options at the sole discretion of the City, IT BEING NOTED that the final contract will be subject to approval by municipal council and Civic Administration will report back on the outcome of the negotiations;

DISCUSSION

City staff have completed a single source negotiation with Miller for a new contract to operate the City-owned Materials Recovery Facility (MRF) and market the recyclable materials. The negotiation was based on the existing contract, contract amendments, new end market requirements, adjusted labour rates being experienced in the recycling industry, the current understanding and timeline of extended producer responsibility (EPR) in Ontario, and the requirements of the City.

The outcome of the negotiation has resulted in a number of revised terms and conditions. The annual amount to pay for processing based on the estimated tonnage to be managed is included in the amount approved by Council in the 2020-2023 Multi-Year Budget. A summary of the negotiations include:

- A contract term that allows the City to transition as early as possible in the transition period (to EPR) established by the Ministry of the Environment, Conservation and Parks (MECP). The earliest possible transition date is January 1, 2023. This means the new agreement could be in place for as little as two (2) years and four (4) months. Short term agreements like this are not common in the recycling industry.

- The contract term also recognizes that decisions by the province or industry may indicate that London transitions later in the process; therefore contract dates, at the sole discretion of the City, are in place until December 31, 2025. City staff requested an additional year at the City's sole discretion should the City be advised by the province and/or industry that the MRF will not be transitioning until the last possible time which is potentially later in 2025.
- Annual contract price adjustment for the processing fee of will remain at Consumer Price Index. This is an easy to verify and transparent annual increase. It has ranged between 1.3% and 1.9% in the last five years.
- Monthly lump sum payment to Miller has increased by approximately 10% from \$65,606.44 (current lump sum payment index to inflation) to \$72,167.08. This increase is attributed to employee payment and benefit changes. Prior to COVID-19, the recycling industry in Ontario had seen an increase in costs associated with labour. Although the employment situation has changed due to COVID-19, the nature of work being performed in the recycling sector continues to warrant the increased payments.
- Processing fees are based on incoming tonnes versus the previous agreement whereby they were based on tonnes sent to end markets. This change has been put in place due to the additional labour and time required to ensure that the continued tightening of end market specifications can be met.

To achieve the new processing rate, the City will commission Miller to remove the existing cyclone and plastic container perforator and replace them with a new glass breaker and plastic container perforator at a cost of approximately \$609,679.57. This action reduces processing costs by approximately \$3.15 per tonne. The simple payback on this equipment is about 5.5 years. Removal of the old equipment and the installation of the new equipment removes a processing inefficiency (i.e., bottleneck) in the MRF that is due to extended periods of maintenance down time from the clearing of blockages from the cyclone. This new equipment will also be viewed positively by industry and others as they examine opportunities for London's recycling centre under EPR.

The only way to alleviate the processing fee change would be to add in additional automation (equipment) into the MRF at an estimated capital cost of between \$3 and \$5 million. City staff could not justify increased capital expenditures for processing recyclables this close to the start of the transition period due to too many uncertainties with processing needs that must be determined by industry.

- Simplified contract performance incentives to encourage Miller to strive for highest possible end market revenues. The City will receive 90% of the value of recyclable materials. Previously the City received 95% of the revenue. The added percentage to Miller is a stronger incentive to market materials at best possible values coupled with enhancing market relationships in the changing market dynamics that are likely in place for the next one to two years.
- The City-owned MRF and equipment is now 10 years old. Increasing repair cost is inevitable. For Miller to anticipate what might break in the next two to five years would create additional risk that would be built into contract price. To reduce this risk, it is proposed to establish a threshold of up to \$40,000 per incident and indexed to inflation each year that Miller would pay for. Equipment repairs above the threshold would be assigned to the City. This allows the City to determine its capital needs as it plans the future of the MRF under EPR. The City had the MRF equipment reviewed in 2018 by the equipment supplier (Machinex) and overall the condition rated above average.
- Minor changes to MRF performance criteria. After 10 years of MRF operating experience and years of educating the public on how to participate in the recycling program, the need to "sort it right" and not place non-recyclable materials or

materials not recycled in London into the Blue Box, a simplified approach for measuring MRF performance can be accommodated. There are 10 years of data that can be used as baseline information to assist with performance management.

- The agreement and/or arrangements for ancillary services will remain in effect and Miller will provide the City with a variety of in-kind services such as:
 - hosting and participating in MRF tours,
 - hosting and participating in waste composition studies,
 - contributing a minimum of \$5,000 towards community projects and participating in community events,
 - hosting, participating and/or collaborating on pilot projects (e.g., London's Hefty® EnergyBag® Pilot Project,
 - providing technology discussions and reviews for recycling processing, equipment and other processing solutions, and
 - providing quarterly or semi-annual state of equipment repair reviews.

It is also worth noting that Miller Waste Systems recently purchased property and an industrial building at 15 Buchanan Court in London. The site is about 1.7 hectares (4.2 acres) and abuts Highway 401. This multi-million dollar investment will also include office and site improvements.

Review of Other Municipalities

MRF operations and pricing data was discussed and examined with the cities of Hamilton, Kingston and Ottawa, regions of Durham and Niagara, and the Essex-Windsor Solid Waste Authority. These municipalities have two stream collection and processing systems that have similarities to London. Factors such as quantity of material processed, age of equipment, level and sophistication of automation, length of contract were all variables that make comparisons challenging. City staff have concluded that London's MRF pricing and arrangements are consistent with other municipalities noting the differences in place.

Financial Impact

Operating Costs

The processing fee, lump sum and annual increase is consistent with the estimates that were used as part of the budgeting process used for the Multi-Year Budget for 2020–2023. The MRF operations contract is estimated to cost the City of London approximately \$3.3 million (gross cost) per year with a Net Cost to Taxpayers of between \$300,000 to \$637,500 per year, with the midpoint (Likely) being \$468,750 (Table 1).

Table 1: Estimated MRF Operating Costs Per Year for the City of London (Gross and Net); Table 1 Notes on Next Page

	Low Estimate Based on High Market Revenues	Likely Estimate Based on Likely Market Revenues	High Estimate Based on Low Market Revenues
Estimated London Tonnes	25,000	25,000	25,000
Processing costs (gross) (a)	\$3,300,000	\$3,300,000	\$3,300,000
Material Revenues (b)	\$2,700,000	\$2,362,500	\$2,025,000
Net Costs	\$600,000	\$937,500	\$1,275,000
Payment from Industry (c)	\$300,000	\$468,750	\$637,500
Net Cost to Taxpayers	\$300,000	\$468,750	\$637,500
Net Cost per Household (d)	\$1.70	\$2.70	\$3.65

Notes:

- (a) The processing cost including the monthly lump sum payment is based on a processing fee per incoming tonne (average of \$132 per tonne). The above estimate is based on 25,000 tonnes processed per year from the City. Another 10,000 tonnes come from other municipalities and some business recyclables and is not reflected in the table on the previous page.
- (b) Reflects London’s 90% share of material revenues. High market revenues are based on an average price of \$120 per tonne; low is based on \$90 per tonne and Likely is based on \$105 per tonne. Between 2015 and 2019, prices ranged between \$90 and \$154 per tonne. In 2020, due to COVID-19, the average price paid has been \$77 per tonne.
- (c) Industry (producers) cover approximately 50% of the current recycling program cost after material revenues.
- (d) Based on an estimated 175,000 households.

.....

To lower the Net Cost to Taxpayers, cleaner recyclables and less non-recyclables would need to be generated by Londoners and/or material revenues would need to go up. For example, a 20% increase in market revenue above \$120 per tonne (about \$145 per tonne) for the year would eliminate the net cost.

Capital Costs

All capital costs to remove the existing cyclone and plastic container perforator and replace it with a new glass breaker and container perforator in accordance with the proposal from Miller can be accommodated from the following three existing accounts:

- SW6047 original MRF design, build operate account
- SW6530 MRF equipment repair and replacement
- SW6025 waste diversion infrastructure repair and replacement

A detailed Source of Financing is attached in Appendix “B”.

PREPARED BY:	PREPARED AND SUBMITTED BY:
MICHAEL LOSEE, B.Sc. DIVISION MANAGER, SOLID WASTE MANAGEMENT	JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

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Appendix A A By-law to approve an Agreement to operate and maintain the City’s Materials Recovery Facility and market the recyclable materials; and to authorize the Mayor and the City Clerk to execute the Agreement

Appendix B Source of Financing

C Ian Collins, Director, Director, Financial Services
John Freeman, Manager, Purchasing and Supply

APPENDIX A

Bill No.
2020

By-law No.

A By-law to approve an Agreement to operate and maintain the City's Materials Recovery Facility and market the recyclable materials; and to authorize the Mayor and the 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;

AND WHEREAS subsection 10 of the *Municipal Act, 2001*, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Agreement to operate and maintain the City's Materials Recovery Facility and market the recyclable materials between The Corporation of the City of London and Miller Waste Systems Inc., dated August 30, 2020, attached hereto as Schedule 'A', is hereby approved.
2. The Mayor and the 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 on July 21, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

THIS AGREEMENT made as of the 30th day of August, 2020

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "Corporation")
OF THE FIRST PART

-AND-

MILLER WASTE SYSTEMS INC.,
(hereinafter called "Miller Waste")
OF THE SECOND PART

WHEREAS the Corporation issued Request for Proposal 08-03 on February 4, 2008 for Design Construction and Operation of a Materials Recovery Facility;

WHEREAS Miller Waste submitted a proposal in writing dated June 13, 2008 to provide services for Design Construction and Operation of a Materials Recovery Facility, (the "Proposal");

AND WHEREAS the Corporation requested Miller Waste to provide services for Design Construction and Operation of the Materials Recovery Facility;

AND WHEREAS the Corporation and Miller Waste entered into a Design-Build Agreement for the Work related to the Design and Construction of the Materials Recovery Facility on the 24th day of March 2010 ("Build-Agreement");

AND WHEREAS the Build-Agreement between the Corporation and Miller Waste does not in any way limit the Work as contemplated in Request for Proposal 08-03 that relates to the Operation of the Materials Recovery Facility;

AND WHEREAS the Corporation and Miller Waste entered into an agreement for Operation of the Materials Recovery Facility effective July 8th 2011 ("Original Operating Agreement");

AND WHEREAS the Corporation and Miller Waste entered into to an Amending Agreement amending the Original Operating Agreement ("Amended Operating Agreement") on August 1, 2014;

AND WHEREAS the Corporation and Miller Waste agreed to extensions of the Amended Operating Agreement for the period of October 30, 2019 to August 30, 2020;

AND WHEREAS the Corporation and Miller Waste have negotiated in good faith to come to terms for continued Operation of the Materials Recovery Facility through this Agreement, which restates and revises the Original Operating Agreement as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

DEFINITIONS

Capitalized words used and not otherwise defined in this Agreement shall have the meaning given to them in the Request for Proposal 08-03 and the Addenda thereto.

- (a) "Business Day" means any day other than a Saturday, a Sunday or a statutory holiday in the Province of Ontario or any other day which is observed by the Corporation as a Holiday.
- (b) "Commodity Index Prices" means the prices as listed in the Fast Markets (RISI) Pulp and Paper Week monthly publication for the applicable month for

Recoverable Fibre Materials; and shall mean the prices as obtained/realized by a grouping of at least three but no more than five comparable Municipalities, for the applicable month, for Recoverable Container materials. The Corporation at its sole discretion shall determine which Municipalities are used in the grouping. In the event that the Fast markets (RISI) Pulp and Paper Week cease to be published an alternate Recovered Material commodity index for Recoverable Fibre Materials shall be agreed upon as a substitute by the Corporation and Miller Waste.

- (c) “Contract Documents” means those documents identified in Section 1.0.2 of this Agreement.
- (d) “Cross Contamination” means Recyclable Material(s) that are delivered to the Materials Recovery Facility in the incorrect Recyclable Material Processing stream (i.e. Fibres mixed with Containers and Containers mixed with Fibres)
- (e) “Laws” means the common law and any and all laws, statutes, enactments, bylaws, regulations, rules, orders, directives, policies, permits, licenses, codes and rulings of any government, regulatory or administrative authority, agency, commission, utility or board (federal, provincial, municipal or local, domestic or foreign) having jurisdiction or judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction.
- (f) “Recoverable” means all Recyclable Material(s) excluding Recyclable Material Not Practical to Recover and Cross Contamination in the Residue as determined in accordance with Schedule B.
- (g) “Recyclable Material Not Practical to Recover” means any of the following items:
 - (i) plastic grocery bags and program bags (e.g. clear plastic bags and translucent plastic bags) used to contain recyclables;
 - (ii) glass less than 64mm (2 1/2”) in length and width at its longest/widest points;
 - (iii) Fibres less than 150mm (6”) in length and width at their longest/widest points;
 - (iv) Containers less than 64mm (2 1/2”) in length and width at their longest/widest points;
 - (v) individual materials compounded together (i.e. separate Recyclable Materials that have become entwined/bound together and as a result causes them to act as one physical object);
 - (vi) waxed boxes (e.g. frozen food boxes) or paper;
 - (vii) foil coated boxes (e.g. dishwasher detergent boxes) or paper;
 - (viii) dark coloured or construction paper;
 - (ix) metallic foil wrapping paper; and
 - (x) Containers containing product (i.e. bottles, tubs and jugs that contain at least 10% (by volume of the container) retained product).
- (h) “Residue” means a combination of the following items:
 - (i) Non-Recyclable Material(s);
 - (ii) Recyclable Material that is not Processed into Recovered Material(s);
 - (iii) Recyclable Material Not Practical to Recover; and
 - (iv) Cross Contamination not transferred into the correct Processing stream in accordance with Section 3.0.6.
- (i) “Term” means the Initial Term and any extension periods as may be exercised in accordance with Section 2.0.2.

1.0 SERVICES

- 1.0.1 The Corporation hereby retains Miller Waste to provide Materials Recovery Facility operation and Recovered Materials Marketing services (the “Work”) and Miller Waste agrees to provide the aforementioned services in accordance with the Contract Documents, which are outlined below and shall be deemed to form part of this Agreement.
- 1.0.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to provide for labour, products, material, equipment and services necessary to perform the Work related to the Operation of a Materials Recovery Facility and the Marketing of Recovered Materials. The following are the Contract Documents, and in case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents shall take precedence in the following order:
- a) This Agreement
 - b) Amended Operating Agreement (August 2014)
 - c) Original Operating Agreement (2011)
 - d) Addenda to Request for Proposal 08-03 (April 2008)
 - e) Request for Proposal 08-03 (February 2008)
 - f) The Proposal (June 2008)

In the event of ambiguity, reference may be made to the negotiations, and the historical agreements and covenants between the Parties (including the Amended Operating Agreement, and the Original Operating Agreement) to the extent that they may assist to interpret the Party’s respective obligations under the Contract Documents.

2.0 TERM

2.0.1 Initial Term:

The Initial Term of the Contract will be for a period of two (2) years and four (4) months, commencing September 1, 2020 and ending December 31, 2022.

2.0.2 Optional Extensions Renewal:

The City at its absolute sole discretion has the option to extend the Contract for three (3) additional one (1) year periods.

In determining whether to exercise the optional extensions, the City will consider, but not be limited to price, service, quality of work and change of law.

3.0 SCOPE OF SERVICE

3.0.1 Miller Waste agrees to provide Materials Recovery Facility operation and Recovered Fibre and Container Material Marketing services in accordance with the Contract Documents and as outlined below;

3.0.2 Materials to be Processed:

The list of materials to be processed is provided in Schedule A.

The Corporation and Miller Waste agree to negotiate in good faith to address changes (addition or removal of materials) to the list of materials provided in Schedule A as a result of potential changes to the Provincial Blue Box Program Plan.

3.0 SCOPE OF SERVICE...cont'd

3.0.3 Required Recovery Rates:

Required Recovery Rates shall be the following:

- a) 98% of all Recoverable Fibre Materials as determined in accordance with Schedule B on a monthly average basis;
- b) 94% of all Recoverable Container Materials excluding glass materials as determined in accordance with Schedule B on a monthly average basis;
- c) 95% of all Recoverable glass materials as determined in accordance with Schedule B on a monthly average basis.

3.0.4 Recovered Materials Marketing Services:

Miller Waste agrees to provide Recovered Materials Marketing services in accordance with the following:

- a) Miller Waste shall be responsible for performing all the Work associated with Marketing the Recovered Materials which shall include but not be limited to finding and supplying End Markets for the Recovered Materials, arranging for and coordinating of transportation of the Recovered Materials to End Markets;
- b) Notwithstanding clause 3.0.4 a), the Corporation reserves the right at its sole discretion to approve the End Markets for Recovered Materials. In the event the Corporation disapproves of an End Market and/or End Markets for Recovered Materials, the Corporation reserves the right to direct Recovered Materials to End Markets acceptable to the Corporation. Miller Waste shall remain entitled to receive fees for Marketing services in accordance with clause 4.0.2 of this Agreement for all Recovered Materials directed to End Markets by the Corporation provided that if the revenue generated by the sale of the Recovered Materials to the End Markets selected by the Corporation is less than the revenue that would have been generated by the sale of the Recovered Materials to the End Markets identified by Miller Waste, then Miller Waste shall be entitled to fees for Marketing services equivalent to the percentages set out in Section 4.0.2 calculated on the Commodity Index Price of the Recovered Materials and not on generated revenue.

3.0.5 Audit Procedures:

The audit procedures attached as Schedule B to this Agreement shall prevail.

3.0.6 Cross Contamination Received at Materials Recovery Facility:

Cross Contamination received at the Materials Recovery Facility for Processing shall contribute to the establishment of the Non-Recyclable Material level when determining the per-tonne Processing fees in accordance with clause 4.0.1 of this Agreement. This notwithstanding Miller Waste shall make every reasonable effort to transfer the Cross Contamination into the correct Processing stream and once in the correct Processing stream the Cross Contamination shall be subject to the Required Recovery Rates.

3.0.7 Recyclable Material Not Practical to Recover Not Applicable in Determining the Non-Recyclable Material Level or the Required Recovery Rates:

Recyclable Material Not Practical to Recover as determined in accordance with the audit procedures in Schedule B shall not be included in calculating Non-Recyclable Material levels when determining the per-tonne Processing fees payable in accordance with clause 4.0.1 of this Agreement or the determination of whether Miller has met the Required Recovery Rates in accordance with clause 3.0.3 of this Agreement.

3.0 SCOPE OF SERVICE...Cont'd

3.0.8 Odour, Litter and Nuisance

Miller Waste acknowledges that any odour, litter and other nuisance complaints are a matter of serious concern to the Corporation. Miller Waste shall notify the Corporation forthwith in the event of any of the following:

- a) The initiation of any investigation by the Ontario Ministry of Environment, Conservation and Parks (MECP) concerning odours, litter or other nuisance at the Materials Recovery Facility;
- b) Any order or directive received from the MECP with respect to odour, litter or other nuisance at the Materials Recovery Facility;
- c) Any complaint by any third party with respect to the odour, litter or other nuisance from the Materials Recovery Facility.

3.0.9 Occupational Health and Safety

Miller Waste acknowledges that any matter concerning occupational health and safety is of serious concern to the Corporation. Miller Waste shall notify the Corporation forthwith in the event of any of the following:

- a) The initiation of any investigation by the Ontario Ministry of Labour concerning any matter for which it has jurisdiction at the Materials Recovery Facility;
- b) Any order or directive received from the Ontario Ministry of Labour with respect to any matter for which it has jurisdiction at the Materials Recovery Facility;
- c) Any complaint by any third party with respect to occupational health and safety at the Materials Recovery Facility.

3.0.10 Storm Water Management Ponds

Miller Waste shall be responsible for operating and maintaining the storm water management ponds for the Materials Recovery Facility in accordance with all approvals thereof and good operating practice.

3.0.13 Mixed Container Glass Market Specification

In the event, shipped Mixed Container Glass is downgraded or rejected by an End Market solely as a result of contamination by material that is considered in accordance with the audit procedures in Schedule B to be Recyclable Material Not Practical to Recover, Miller Waste shall not be responsible for costs that are directly associated with the downgrade of Mixed Container Glass by an End Market or with the rejection of Mixed Container Glass by an End Market. The aforementioned directly associated costs shall include, reduced revenue from the sale of Mixed Container Glass, and/or haul costs from the original End Market to a new location.

3.0 SCOPE OF SERVICE...Cont'd

3.0.14 Facility Repairs and Maintenance

Miller Waste shall be responsible for all maintenance and repairs required to perform the Work up to a threshold value of \$40,000.00. For clarity, the threshold value is not a deductible; Miller is responsible for the cost of any maintenance or repair occurrence with a total cost less than the threshold value, and the City is responsible for the total cost of each occurrence over the threshold value. The threshold value shall be adjusted annually for inflation on the anniversary of the commencement date of the start of the contract in accordance with the calculation set out in section 5.0.2. Miller Waste acknowledges that maintenance and repair costs that are the responsibility of the Corporation are subject to the Corporation's Procurement of Goods and Services Policy that is subject to change from time to time. Miller Waste shall supply to the Corporation on a quarterly basis state of repair reports for all the equipment, structures and associated appurtenances that are required to perform the Work. The reports shall also include forecasts for when maintenance and repairs will be required to continue to perform the Work.

3.0.15 Promotion and Education Funding

Miller Waste will provide up to \$5,000 per year towards the promotion and education off the Corporation's Blue Box program, which contribution may be monetary or services in kind of equivalent value.

3.0.16 Hefty Energy Bag Pilot Project

Miller Waste shall continue to support the Hefty Energy Bag Pilot Project at no cost until the end of October 2021. In the event the Corporation elects to officially implement a Hefty Energy Bag Program the parties agree to negotiate in good faith to establish a mutually agreeable handling fee.

4.0 PRICING

4.0.1 Materials Recovery Facility Operation Services:

Miller Waste agrees to provide Materials Recovery Facility operation services in accordance with the Contract Documents for the per-tonne Processing fees listed in the pricing sheets attached as Schedule C. Subject to clause 6.0.1 (Changes in Law General) and any other terms of this Agreement, the per-tonne Processing fees listed in the pricing sheets are inclusive of all applicable taxes and charges of any kind, other than the Harmonized Sales Tax.

In addition to the per-tonne Processing fees listed in the pricing sheets attached as Schedule C, Miller Waste shall be entitled to a monthly lump sum payment of \$72,176.08. Subject to clause 6.0.1 (Changes in Law General) and any other terms of this Agreement, the monthly lump sum payment is inclusive of all applicable taxes and charges of any kind, other than the Harmonized Sales Tax.

The parties acknowledge and agree that the Corporation permits Recovered Materials to be contained in plastic grocery bags and program bags.

4.0 PRICING...Cont'd

4.0.2 Recovered Fibre and Container Marketing Services:

Miller Waste agrees to provide Recovered Fibre and Container Marketing services in accordance with the following:

Miller Waste shall receive a Marketing service fee calculated as 10% of net revenue generated from the sale of Recovered Materials.

Subject to clause 6.0.1 (Changes in Law General) the Marketing service fee noted above is inclusive of all applicable taxes and charges of any kind, other than the Harmonized Sales Tax and is interpreted as applying to all Recovered Materials being marketed as F.O.B. from the Materials Recovery Facility.

4.0.3 Air Cyclone Replacement

Miller Waste will remove the existing Air Cyclone and replace it with the equipment in accordance with the terms of the proposal contained in Schedule D

5.0 TERMS & CONDITIONS

5.0.1 Processing Fee Payment:

Miller Waste shall invoice the Corporation on a monthly basis, for Processing fees and Marketing service fees.

5.0.2 Processing Fee Annual CPI Adjustment:

The Processing fees set out in Schedule C and the monthly lump sum payment noted in clause 4.0.1 shall be adjusted annually during the Term based on the percentage change (increase or decrease) in the Consumer Price Index (CPI) for Ontario All-items as published by Statistics Canada for the previous twelve (12) month period ending August of the contract year. The first such adjustment will occur on September 1, 2021.

5.0.3 Marketed Recovered Material Commodity Index Prices:

Miller Waste shall at all times endeavor to market the Recovered Materials for the best possible price. For comparison and monitoring purposes the prices achieved for the Recovered Materials shall be compared to their respective Commodity Index Prices for Recovered Fibre and Recovered Container Materials on a monthly basis. In the event that Miller Waste does not obtain prices for Recovered Materials that are equivalent to or greater than the respective Commodity Index Prices, Miller Waste shall provide, upon request, a written summary to the Corporation outlining the occurrences that have resulted in achieving prices less than the Respective Commodity Index Prices. The written summary shall also include a summary of the measures Miller Waste intends to implement to increase the prices achieved for Recovered Materials such that the prices achieved will be equivalent to or greater than the respective Commodity Index Prices. The Corporation acting reasonably, reserves the right to require Miller Waste to take additional measures than as outlined in the monthly written summaries in the event that the Corporation does not find them to be sufficient.

5.0.4 Disposal of Residue:

Miller Waste may dispose of Residue at the W12A landfill at no charge.

5.0 TERMS & CONDITIONS...cont'd

5.0.5 Disposal of Hazardous Waste

The Corporation shall be responsible for the appropriate and lawful removal and disposal of all Hazardous Waste contained in the loads of Recyclable Materials received at the Materials Recovery Facility for Processing. Miller Waste shall be responsible for segregating the Hazardous Waste from the Recyclable Materials and storing the segregated Hazardous Waste at the Materials Recovery Facility until such time as the Corporation makes the appropriate arrangements for the lawful removal and disposal.

5.0.6 Disposal of Other Solid or Liquid Waste

Miller Waste is responsible for the cost of lawful and appropriate disposal of any other solid or liquid waste materials that result from performing the Work in accordance with the Contract Documents except as noted in Clauses 5.0.4 and 5.0.5.

5.0.7 Additional Customers:

The Corporation reserves the right to enter into contracts with additional customer(s) for Recyclable Material Processing services, and to extend in the aforementioned contracts the per-tonne Processing fees listed in Schedule C, provided that the character and composition of the combined Recyclable Materials from the additional customer(s) and the Recyclable Materials being Processed immediately prior to the addition of the additional customer(s) when considered in aggregate is similar to the character and composition of the Recyclable Materials being Processed immediately prior to the addition of the additional customer(s) Recyclable Materials. In the event that the character and composition of the combined Recyclable Materials when considered in aggregate are different and result in a change in the labour, equipment, material or other costs ("Additional Costs") required to perform the Work in accordance with the Contract Documents from that immediately prior to the addition of the additional customer(s) Recyclable Materials, the Corporation and Miller Waste acting reasonably, shall determine and agree on the Additional Costs required to perform the Work as a result of the change to character and composition from the addition of the additional customer(s) Recyclable Materials and Miller Waste shall be made whole on the costs of same, in addition to any fees that Miller is entitled to receive for processing the Recyclable Materials in accordance with this Agreement. .

5.0.8 Compaction of Recyclable Material

Miller Waste acknowledges that Recyclable Material may be delivered compacted to the Materials Recovery Facility. The Corporation, shall to the best of its ability, limit the compaction of Container Materials delivered to the Materials Recovery Facility to a 2:1 ratio and Fibre Materials delivered to the Materials Recovery Facility to a 2.5:1 ratio. If Recyclable Material is over-compacted beyond the ratios provided herein, Miller Waste shall be compensated for the increased cost of labour arising from the over-compaction, including but not limited to any overtime for the operating personnel or the salaries of any additional operating personnel necessary as a result of the over-compaction; such compensation having been determined by Miller Waste acting reasonably and accepted by the Corporation.

5.0 TERMS & CONDITIONS...cont'd

5.0.9 Services by Miller Waste During Facility Outages Attributed to Negligence

If the Materials Recovery Facility is temporarily unable at any time to receive, Process and handle Recyclable Material beyond its approved storage capacity for reasons attributed to negligence on behalf of Miller Waste, Miller Waste shall offer reasonable temporary material recovery facility processing options at the per-tonne Processing fees in Schedule C which options shall be satisfactory to the Corporation acting reasonably. Such options shall include Miller's other material recovery facilities and other private and public sector material recovery facilities, subject to MECP approval. If such options are not acceptable to the Corporation, the Corporation may use alternative material recovery facilities during such period and so advise Miller Waste. If the Corporation incurs additional haulage and material recovery facility per-tonne Processing fee costs as a result of using the alternative material recovery facilities offered by Miller Waste, such costs shall be to Miller Waste's account, to the extent that the terms concluded by the Corporation are commercially reasonable. If the Corporation incurs additional haulage and material recovery facility per-tonne Processing fee costs as a result of using the alternative material recovery facilities selected by the Corporation having rejected a commercially reasonable alternative offered by Miller Waste, Miller Waste shall be responsible for the costs up to an amount equal to the additional costs that would have been incurred had Miller Waste's alternative been accepted by the Corporation and the remaining balance of the additional costs resulting from the Corporation's alternative shall be the responsibility of the Corporation. For greater certainty, the Corporation's acceptance of temporary alternative material recovery facility services shall be without prejudice to the Corporation's terminative rights pursuant to clause 5.0.13.

5.0.10 Nature of Relationship

- a) The parties acknowledge and agree as follows:
 - i) The relationship of Miller Waste to the Corporation is that of independent contractor;
 - ii) Miller Waste is not an employee or agent of the Corporation; and
 - iii) The Corporation and Miller Waste are not partners or joint venturers with each other.
 - iv) Nothing herein shall be construed so as:
 - (1) To make the Corporation and Miller Waste partners or joint venturers;
 - (2) To make Miller Waste an employee or agent of the Corporation; or
 - (3) To impose any liability as partner, joint venture, employer or employee or principal or agent on the Corporation or Miller Waste.
- b) Without limiting the generality of the foregoing, neither of the parties shall have the authority to act, or to hold itself out, as agent of the other party or to bind the other party to perform any obligations to any third party. Each of the parties shall so inform all third parties with whom it deals in the performance of its obligations under the Contract Documents.

5.0.11 Designated Representatives and Dispute Resolution

Promptly after its execution of the Agreement, and in any case not more than five Business Days thereafter, the Corporation shall give written notice to Miller Waste designating two (2) Corporation representatives, for the purposes of the Agreement.

5.0 TERMS & CONDITIONS...cont'd

Promptly after its execution of the Agreement, and in any case not more than five Business Days thereafter, Miller Waste shall give written notice to the Corporation designating two (2) Miller Waste representatives, for the purposes of the Agreement.

A party may change its representative(s) by giving written notice to the other party of the new representative(s).

If there is any dispute regarding the interpretation, performance, or any alleged breach, of the Agreement, either party may give written notice of the dispute to the other party and at least one Miller Waste representative and at least one Corporation representative shall meet within three Business Days after the notice of dispute is given and shall attempt in good faith, and using reasonable efforts, to resolve the matter equitably to the satisfaction of both parties. If the parties' representatives cannot resolve the dispute within 14 Business Days after they first meet, it shall be referred for arbitration by a single arbitrator appointed and acting under the Arbitration Act, 1991, and the arbitrator shall issue a final decision regarding the dispute within 30 days after his or her appointment, subject to extension of that time by agreement of the parties.

5.0.12 Report on Contractor Performance

In January of each year, and at the end of the Term of this Agreement (whether extended or not), the Corporation will prepare a Contractor Performance Report covering the Work completed in the previous year (or part thereof). The Corporation reserves the right to make the Contractor Performance Report a public document either through submission to a Committee of Council or directly released upon request. Alternatively, or in addition, ongoing contractor performance reports and discussions will occur should issues arise.

5.0.13 Cancellation of the Agreement

Except in the case of a Force Majeure Event (as defined in Section 8.0), the Corporation reserves the right to cancel the Agreement with fourteen (14) Business Days written notice, without penalty or any liability to Miller Waste or its agents, suppliers or subcontractors, in the event of Miller Waste's default under the Contract Documents as determined by the Corporation which default shall include, but not be limited to matters: of insufficient insurance coverage; failure to provide statements; failure to enforce approved standards of sanitation; quality of service remaining unsatisfactory to the Corporation after issuance within ten (10) Business Days of written notice to correct; or failure to operate the Materials Recovery Facility in compliance with all operating approvals for a period of five (5) consecutive days, provided that Miller Waste has not commenced remedial action of the default that is satisfactory to the Corporation within the fourteen (14) Business Day notice period.

5.0.14 Performance Bond

Miller Waste shall be required to submit to the Corporation and maintain and renew on an annual basis, a renewable and irrevocable Performance Bond in a form that is acceptable to the Corporation. The Performance Bond shall be in the amount of 50% of the first year annual operating fee calculated based on the Schedule C Per-Tonne processing fee that is listed under the Received materials column, (row 2,700 to 2,999 tonnes/month) and the Non-Recyclable Material Level Column >8% up to 9% and assuming 36,000 tonnes on an annual basis.

5.0.15 Insurance and Indemnification

Miller Waste shall at its own expense obtain and maintain until the termination of the Agreement, and provide the Corporation with evidence of:

5.0 TERMS & CONDITIONS...cont'd

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Ten Million (\$10,000,000.) dollars and shall include the Corporation as an additional insured with respect to the Miller Waste's operations, acts and omissions relating to its obligations under this Agreement and the Contract Documents, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponent's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- b) Automobile liability insurance for an amount not less than two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement and the Contract Documents.
- c) Environmental impairment liability insurance covering the Work and services described in this Agreement and the Contract Documents including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall remain in force for twelve (12) months following completion of Work.
- e) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Corporation in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Corporation reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as the Corporation may reasonably require.
- f) Miller Waste shall not commence Work until such time as evidence of insurance in a form approved by the Corporation from insurers licensed to operate in Canada has been filed with and approved by Risk Management for the Corporation. Miller Waste shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Agreement.
- g) Miller Waste shall indemnify and hold the Corporation harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by Miller Waste, its agents, officers, employees or other persons for whom Miller Waste is legally responsible.

5.0.16 Insurance Coverage to Be Provided by The Corporation

The Corporation shall be responsible for providing the following insurance coverage until the termination of the Agreement.

- a) All Risk Property (including flood and earthquake) on the Material Recovery Facility, equipment and tools.
- b) Broad form boiler and machinery insurance on a blanket repair and replacement basis with the limits for each accident in an amount off at least the replacement cost of the MRF and equipment.

5.0.17 Workplace Safety and Insurance Board

- a) Miller Waste shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of Work. Miller Waste further agrees to maintain their WSIB account in good standing throughout the Agreement period.
- b) The Corporation will require Miller Waste to produce a Clearance Certificate from WSIB from time to time during the Agreement on request and/or prior to final payment.

5.0 TERMS & CONDITIONS...cont'd

5.0.18 Assignment

Miller Waste shall not, without written consent of an authorized representative of the Corporation make any assignment or any subcontract for the execution of any service covered under this Agreement.

6.0 COMPLIANCE WITH LAW

6.0.1 Changes in Law General

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable Laws. In the event of a change in applicable Laws that results in a material impact on the performance of any act required by this Agreement and the Contract Documents, including Miller Waste's costs of performing the Work, the Parties shall renegotiate the provisions of this Agreement in good faith to achieve mutually acceptable terms for the performance of acts or payment of fees for Work required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

6.0.2 Changes in Law Specific to the Waste Free Ontario Act, 2016 and the Provincial Blue Box Program Plan

The Corporation and Miller Waste acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the City. Repeal, replacement and/or amendment to the BBPP may change the Work sufficiently to be classified, as determined by the Corporation acting reasonably, as a "Force Majeure" event. The parties hereby further acknowledge and understand that the *Waste-Free Ontario Act, 2016* (WFOA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of the Work to the extent that such alteration or change may be classified by the Corporation, acting reasonably, as a "Force Majeure" event. In such event the Corporation reserves the exclusive right to a) continue with the contract as written for the remainder of the Term, b) negotiate with Miller Waste to amend the contract and determine the fees payable to the Miller Waste under an amended contract, or c) terminate the contract entirely on 90 days written notice to Miller.

7.0 NOTICE

Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by registered mail, addressed to the other party:

To the Corporation:

The Corporation of the City of London
Attention: Division Manager,
Solid Waste Management
300 Dufferin Ave PO Box 5035
London, ON N6A 4L9

To Miller Waste:

Miller Waste Systems Inc.
8050 Woodbine Avenue
Markham, ON L3R 2N8

Attn: President
With a copy to: General Counsel

8.0 FORCE MAJEURE

Notwithstanding any other provision contained herein, in the event that either party is delayed or prevented from the performance of any act required hereunder by reason of any event beyond the control of the party, including but not limited to decrees of federal or provincial government, fire, flood, earthquake, element of nature, explosion, acts of God, acts of war, terrorism, riots, pandemic, civil or public disorders or disobedience, strikes, lockouts, labour disputes, acts of vandalism, sabotage or other unlawful acts (a "Force Majeure Event") then performance of such act shall be postponed for a period of time equivalent to the time lost by such delay.

8.0.1 COVID-19

Notwithstanding anything in this Agreement to the contrary, the COVID-19 epidemic, any states of emergency or other measures declared or enacted (whether on or prior to or after the date hereof) by any governmental authority, agency, tribunal or commission of any kind in response thereto or as a result thereof, and any other circumstances beyond a party's reasonable control arising out of the COVID-19 pandemic that affect such party's ability to perform its obligations under this Agreement shall be considered an event of Force Majeure notwithstanding that any such circumstance was reasonably foreseeable as at the date of this Agreement or otherwise.

In the event that the Covid-19 impacts either party's ability to perform its obligations under this Agreement, the impacted party will immediately give the other party notice of the impact of Covid-19 on their ability to perform its obligations, and, where appropriate, their proposed solution to mitigate the impacts of same for both parties. Where reasonably possible, the parties shall forthwith enter into negotiations in good faith with a view to agreeing on appropriate adjustments to the Work to mitigate the impacts of Covid-19 on the continuity of the Work ("Covid-19 Changes"), with priority given to protecting the health and safety of employees and the public, as well as consideration for the other business impacts the Covid-19 Changes may have on Miller Waste.

In the event that the parties agree on Covid-19 Changes, the parties shall forthwith enter into negotiations, in good faith, with a view to agreeing on an appropriate adjustment to the Processing Fees payable to Miller to reflect the increase or decrease in costs arising out of the Covid-19 Changes. If the parties have been unable to agree on an appropriate adjustment to the Fees necessitated by the change of Work within 15 days of the commencement of negotiations, either party may refer the matter of the amount of such adjustment, not to exceed the increase or decrease in costs incurred by Miller Waste in relation to Covid-19 Changes, for resolution pursuant to the Dispute Resolution paragraph of the Agreement. As a matter of principle, in the event of Covid-19 Changes or Covid-19 Force Majeure, Miller Waste shall be "made whole" on their fixed costs.

9.0 SEVERABILITY

If any term or provision of this Agreement and the Contract Documents or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the Contract Documents and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement and the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

10.0 AMENDMENTS

All provisions of this Agreement and the Contract Documents shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement and the Contract Documents contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

11.0 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with Ontario law, and shall ensure to and be binding on the parties and their respective successors and assigns.

12.0 ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first signed or the first day of the Term, whichever is sooner.

THE CORPORATION OF THE CITY OF LONDON

By: _____
Ed Holder, Mayor

By: _____
Catharine Saunders, City Clerk

MILLER WASTE SYSTEMS INC.

By: _____
Denis Goulet, (President)
I have the authority to bind the Corporation

SCHEDULE "A"
Materials to be Processed

Fibre Material	Description
newsprint	includes all newspaper, and inserts, flyers, magazines, catalogues and telephone directories which may be bound with glue or stapled along the spine.
mixed household paper	includes envelopes, flyers, printer and writing paper, white and coloured paper, padded paper, letterhead, reports, business forms, copy paper and scratch pads, advertising mail, books, kraft paper, other clean paper packaging and books with hard cover removed.
OCC	old corrugated cardboard (OCC) includes any paper board product which consists of a rippled paper insert with paper liners bonded to the outside of the product.
boxboard	includes single layer paperboard packaging such as cereal and shoe boxes, including moulded pulp and excluding waxed paperboard, moulded pulped paper (e.g., paper egg cartons), paper cores.

Container Material	Description
aluminium	liquid, food or beverage containers and empty aerosol cans.
aluminium foil	includes rigid foil containers (e.g., pie plates).
PET (#1) plastic	Polyethylene Terephthalate plastic bottles, jugs and tubs (SPI code 1), liquid, food and beverage containers; rigid clamshell containers, and rigid blister packaging (rigid plastic around toys, hardware products).
HDPE (#2) plastic	High Density Polyethylene (SPI code 2) liquid, food and beverage containers; plant pots and trays; up to 10 litres in size.
mixed (#3 to #7) plastic	liquid, food and beverage containers; plant pots and trays; up to 10 litres in size, including: P.V.C. SPI code 3 - Plastic Containers / Rigids means clean Polyvinyl chloride food and beverage containers LDPE SPI code 4 - Plastic Containers / Rigids means Low Density Polyethylene plastic food and beverage containers PP SPI code 4 - Plastic Bottles, Jugs & Tubs means clean Polypropylene plastic bottles, jugs and tubs P.S. SPI code 6 Plastic Containers / Rigids means clean polystyrene plastic or foam materials such as those used for cups, plates, food trays and packaging other SPI Code 7 Plastic Containers / Rigids means any layered plastic food or beverage container.
oversized (#1 to #7) plastic	Plastic tubs, pails, jugs household containers, including plant pots and trays.
mixed glass	Clear and coloured glass bottles & jars including all glass food and beverage bottles and jars. This will include Beer Store and Liquor Control Board of Ontario (L.C.B.O.) glass.
polycoated paperboard containers	Containers made primarily of paperboard and coated with low density polyethylene and/or aluminum, and used for food and beverages. Includes Gable Top Containers (e.g., milk and juice containers), Aseptic Containers multi-layered beverage and food box containers, hot and cold beverage cups, ice cream containers and frozen microwave meal containers.

Container Material	Description
steel	Liquid, food or beverage containers; empty paint cans; empty aerosol cans; composite (cardboard or spiral wound) cans with a single wrap rigid body involving several layers of materials (including paper, foil and plastics) with at least one steel end (e.g., frozen juice containers).
film plastic	Limited to plastic bags used to contain Recyclable Material.

SCHEDULE “B”
Auditing Protocol for Material Recovery Facility

Overview

1. Miller Waste Systems Limited (“Miller Waste”) will conduct and the City will witness audits on a regular basis to determine the facilities capture rate of recyclables and the overall contamination rate of incoming material.

The City, when conducting a full audit to determine the capture rate of recyclables and contamination rate, will request the audit date giving sufficient notice for Miller Waste to prepare.

The City, when conducting an audit to only determine the capture rate of recyclables, is not required to give any notice to Miller Waste. An audit to determine the capture rate of recyclables only requires an audit of the residue and excludes collecting cross contamination that is normally placed directly into the correct material bunker or processing line (Sections 18 and 19).

2. The audit dates will be chosen during relatively “dry” times so as to not introduce moisture issues.
3. Miller Waste and the City warrant that the Residue samples chosen for the monthly audits shall be accepted as representative, in both nature and composition, of the Residue generated at the Materials Recovery Facility that month.
4. Miller Waste or the City may ask for an additional audit to replace one of the mandatory audits if the percentage of Residue on the audit day(s) or during the collection of the sample is significantly higher or lower than normal. A new audit would likely be required if the difference in the Residue between the audit sample and normal operations is more than 15%. For example, if the Residue rate is typically 8 % and the Residue rate during the audit was 10%, a new audit may be required. Each additional audit will be at the expense of the party that requested the additional audit.
5. The City may conduct additional audits to confirm the composition of the Residue.
6. During normal operations:
 - cross-contamination captured, placed in bins and sent to the tipping floor for reprocessing is weighed (primarily from the pre-sort room)
 - all residue sent for disposal is weighed
 - cross-contamination captured and placed directly into the correct material bunker or processing line is not weighed (primarily from the container and fiber sort rooms)

Residue Audit Objectives

7. Confirm:
 - the Recoverable Fibre Materials Required Recovery Rate of 98% is met;
 - the Recoverable Container Materials Required Recovery Rate of 94% is met; and
 - the Recoverable Glass Materials Required Recovery Rate of 95% is met.
 - See the Agreement for the list of materials making up each of the three (3) material categories identified above.
8. Determine the % Non-Recyclable Material (including Cross-Contamination) and % Recyclable Material Not Practical to Recover level applicable for the month.

Residue Auditing Methodology

Audit Sample Size and Source

9. In the case of Fibres,

- It is assumed 100% of paper fiber products are captured because all paper fibres are negatively sorted into bunkers.
- Non-recyclables will be positively sorted and placed on the residue conveyor
- Cross-contamination (recyclable containers) captured and normally placed directly into the correct material bunker or processing line will be placed into large pails (lined with clear plastic bags). When a pail becomes full, the bag of recyclable containers will be removed from the pail and taken to the audit area for identification and weighing. Spare pails/bags should be available at each positive Residue sort station to minimize disruption to processing.

10. In the case of Mixed Containers,

- Cross-contamination (recyclable fibres) normally captured and placed directly into the correct material bunker or processing line will be placed into large pails (lined with clear plastic bags). When a pail becomes full, the bag of recyclable fibres will be removed from the pail and taken to the audit area for identification and weighing. Spare pails/bags should be available at each positive Residue sort station to minimize disruption to processing.
- Mixed containers are a combination of positive sorted items and negative sorted material.
- It is assumed 100% of glass is captured because glass is negatively sorted into bunkers.
- Residue from the container line, which includes missed recyclables, non-recyclables and cross-contamination that was not captured, is negatively sorted and will accumulate in a dedicated compactor bin.
- The residue compactor bin is to be empty at the start of the audit day. After the audit day is complete, the Residue bin is to be weighed again (the bin is to be tared so that the total Residue sample weight is determined). The contents of the bin are then discharged onto a suitable, clean floor area and, using a loader, a representative sample of the total Residue is isolated for auditing. The size of this representative sample shall be such that the total Residue sample for auditing, including positive sorted items, is approximately 200 kg.

Recyclable Material Not Practical to Recover

11. The following items are considered Recyclable Materials Not Practical to Recover:

- program bags used to contain recyclables (e.g., clear plastic bags, translucent plastic bags and grocery sacs)
- glass less than 64 mm (2 ½") in length and width at its longest/widest points
- fibre products less than 150 mm (6") in length and width at their longest/widest points
- containers less than 64 mm (2 ½") in length and width at their longest/widest points
- individual materials compounded together (i.e., separate recyclable materials that have become entwined/bound together and as a result causes them to act as one physical object)
- waxed boxes (e.g. frozen food boxes) or paper
- foil coated boxes (e.g., dishwasher detergent boxes) or paper
- dark coloured or construction paper
- metallic foil wrapping paper
- Containers containing product (i.e., bottles, tubs and jugs that contain at least 10% (by volume of the container) retained product)

12. Recyclable Material Not Practical to Recover shall not be included in the determination of the % Recyclable or % Non-Recyclable Material each month. The weight of these items is to be included in any throughput calculations.

Determination of Residue Component Weights

13. All weigh scales intended to be used for the audits will be checked prior to the audit to confirm accuracy.
14. Each audit sample will be spread out onto a clean, open floor area at the MRF and separated into the following components:
 - Missed Recyclables (limited to Mixed Containers as any paper fibres are assumed to be cross contamination)
 - Non-Recyclable Material
 - Recyclable Material Not Practical to Recover
 - Cross Contamination (limited to Fibres as any containers are assumed to be missed recyclables)
15. Miller Waste is to provide audit sort staff to sort the Residue into the above components.
16. Each of the above components will be collected in clear plastic bags then weighed (using the 1.5m x 1.5m weigh scale) and recorded directly into an audit details spreadsheet. The clear plastic bags containing materials should be set aside until the audit spreadsheet is confirmed to have correct/accurate entries. The clear plastic bags make for easy identification of materials by those doing spreadsheet weight entries and also easy re-weighing if necessary.
17. With each audit the following information will be recorded into the audit details spreadsheet:
 - the weight of audit sample;
 - the weight of missed Recoverable Containers in the audit sample;
 - the weight of Cross Contamination (Fibers) in the audit sample;
 - the weight of Recyclable Material Not Practical to Recover in the audit sample; and
 - the weight of Non-Recyclable Material in the audit sample.
18. The audit data will be used to determine the weight of missed Recoverable Containers, Cross Contamination (Fibers), RNPR and Non-Recyclable Material in the Residue for the month as follows;
 - Missed Recoverable Containers = (weight of missed Recoverable Containers in the audit sample/ weight of audit sample) X weigh of Residue for the month
 - Cross Contamination (Fibers) = (weight of missed Cross Contamination (Fibers) in the audit sample/ weight of audit sample) X weigh of Residue for the month
 - RMNRP = (weight of RMNRP in the audit sample/ weight of audit sample) X weigh of Residue for the month
 - Non-Recyclable Material = (weight of missed Non-Recyclable Material in the audit sample/ weight of audit sample) X weigh of Residue for the month

Determination of Cross-Contamination Weight Cross-Contamination Captured Placed Directly into the Correct Material Bunker or Processing Line

19. With each audit the following information will be recorded into the audit details spreadsheet:
 - the weight of the container cross-contamination (recyclable containers in the fiber stream) captured and be placed into large pails (lined with clear plastic bags);
 - the weight of the fiber cross-contamination (recyclable fibers in the container stream) captured and be placed into large pails (lined with clear plastic bags);
20. The audit data will be used to determine the weight of cross-contamination captured and placed directly into the correct material bunker or processing line for the month as follows:
 - *Container Cross-contamination Placed Directly into the Correct Material Bunker or Processing Line = (weight of the container cross-contamination during the audit/ weight of material processed during the audit) X Material Processed during the month*

- *Fiber Cross-contamination Placed Directly into the Correct Material Bunker or Processing Line = (weight of the fiber cross-contamination during the audit/ weight of material processed during the audit) X Material Processed during the month*

Determination of Recovery Rates

21. Required Recovery Rates will be assessed based on the recovery rates achieved during the audits only. Each material category's recovery rate achieved will be determined based on the following formula (expressed as a percentage):

- Recovery rate of all fibres = 100%
- Recovery rate of mixed glass = 100%
- Recovery rate of mixed containers (excluding glass) = Quantity of Recovered Material shipped for the month / (Quantity of Recovered Material shipped for the month category + quantity of missed Recoverable Containers for the month)

Determination of % Contamination

22. The % Contamination for the month will be determined based on the following formula (expressed as a percentage):

- (Weight of Non-Recyclable Material in the Residue + Weight of Cross Contamination in the Residue + Weight of Cross-contamination (Fiber and Container) Placed Directly into the Correct Material Bunker or Processing Line + Weight of Cross-contamination Captured and Sent to the Tipping Floor for Reprocessing) / Total Weight of Shipped Material

Reporting

23. Miller Waste is to prepare an Audit Summary Report outlining the audit results with all spreadsheets and other supporting material appended.

**SCHEDULE “C”
Pricing Sheets**

**Pricing Sheet 1: Pre-Cyclone Removal
Eliminating the Request for Proposal Requirement of PET/HDPE Colour Sorting**

Received Materials	Per Tonne Processing Fees (Excluding HST)												
	up to 3%	>3% up to 4%	>4% up to 5%	>5% up to 6%	>6% up to 7%	>7% up to 8%	>8% up to 9%	>9% up to 10%	>10% up to 11%	>11% up to 12%	>12% up to 13%	>13% up to 14%	>14%
2,100 - 2,399 tonnes/month	\$93.60	\$103.08	\$106.90	\$109.48	\$112.84	\$116.62	\$117.88	\$119.15	\$120.43	\$121.73	\$123.03	\$124.36	\$125.69
2,400 - 2,699 tonnes/month	\$82.31	\$91.42	\$94.96	\$98.60	\$102.15	\$107.95	\$109.12	\$110.30	\$111.49	\$112.70	\$113.92	\$115.15	\$116.39
2,700 - 2,999 tonnes/month	\$73.76	\$80.86	\$84.92	\$87.81	\$90.60	\$94.84	\$95.88	\$96.93	\$97.99	\$99.07	\$100.15	\$101.24	\$102.34
3,000 - 3,299 tonnes/month	\$68.41	\$75.80	\$79.58	\$83.20	\$87.36	\$91.90	\$92.91	\$93.93	\$94.96	\$96.00	\$97.05	\$98.11	\$99.19
3,300 - 3,599 tonnes/month	\$65.26	\$72.27	\$76.31	\$80.23	\$83.44	\$88.64	\$89.62	\$90.61	\$91.60	\$92.61	\$93.63	\$94.66	\$95.70
3,600 - 3,899 tonnes/month	\$65.14	\$72.15	\$75.54	\$79.90	\$83.26	\$88.31	\$89.28	\$90.27	\$91.26	\$92.27	\$93.28	\$94.30	\$95.34
3,900 - 4,199 tonnes/month	\$64.19	\$71.08	\$74.88	\$79.90	\$83.26	\$88.31	\$89.28	\$90.27	\$91.26	\$92.27	\$93.28	\$94.30	\$95.34
4,200 - 4,499 tonnes/month	\$63.24	\$69.97	\$74.88	\$79.90	\$83.26	\$88.01	\$88.98	\$89.96	\$90.96	\$91.96	\$92.97	\$93.99	\$95.02
4,500 - 4,799 tonnes/month	\$63.24	\$69.97	\$74.88	\$79.90	\$83.26	\$88.01	\$88.98	\$89.96	\$90.96	\$91.96	\$92.97	\$93.99	\$95.02
4,800 - 5,099 tonnes/month	\$63.03	\$69.78	\$74.77	\$79.46	\$82.84	\$87.89	\$88.86	\$89.84	\$90.83	\$91.83	\$92.84	\$93.86	\$94.89
5,100 - 5,399 tonnes/month	\$63.03	\$69.78	\$74.77	\$79.46	\$82.84	\$87.89	\$88.86	\$89.84	\$90.83	\$91.83	\$92.84	\$93.86	\$94.89
5,400 - 5,699 tonnes/month	\$62.99	\$69.72	\$74.59	\$79.22	\$82.67	\$87.77	\$88.74	\$89.72	\$90.71	\$91.71	\$92.72	\$93.74	\$94.77
5,700 - 5,999 tonnes/month	\$62.73	\$69.72	\$74.59	\$79.22	\$82.67	\$87.77	\$88.74	\$89.72	\$90.71	\$91.71	\$92.72	\$93.74	\$94.77
6,000 - 6,299 tonnes/month	\$62.55	\$69.10	\$74.59	\$79.04	\$82.49	\$85.96	\$86.91	\$87.87	\$88.84	\$89.82	\$90.81	\$91.81	\$92.82

**Pricing Sheet 2: Post-Cyclone Removal
Eliminating the Request for Proposal Requirement of PET/HDPE Colour Sorting**

Received Materials	Per Tonne Processing Fees (Excluding HST)												
	up to 3%	>3% up to 4%	>4% up to 5%	>5% up to 6%	>6% up to 7%	>7% up to 8%	>8% up to 9%	>9% up to 10%	>10% up to 11%	>11% up to 12%	>12% up to 13%	>13% up to 14%	>14%
2,100 - 2,399 tonnes/month	\$90.45	\$99.93	\$103.75	\$106.33	\$109.69	\$113.47	\$114.73	\$116.00	\$117.28	\$118.58	\$119.88	\$121.21	\$122.54
2,400 - 2,699 tonnes/month	\$79.16	\$88.27	\$91.81	\$95.45	\$99.00	\$104.80	\$105.97	\$107.15	\$108.34	\$109.55	\$110.77	\$112.00	\$113.24
2,700 - 2,999 tonnes/month	\$70.61	\$77.71	\$81.77	\$84.66	\$87.45	\$91.69	\$92.73	\$93.78	\$94.84	\$95.92	\$97.00	\$98.09	\$99.19
3,000 - 3,299 tonnes/month	\$65.26	\$72.65	\$76.43	\$80.05	\$84.21	\$88.75	\$89.76	\$90.78	\$91.81	\$92.85	\$93.90	\$94.96	\$96.04
3,300 - 3,599 tonnes/month	\$62.11	\$69.12	\$73.16	\$77.08	\$80.29	\$85.49	\$86.47	\$87.46	\$88.45	\$89.46	\$90.48	\$91.51	\$92.55
3,600 - 3,899 tonnes/month	\$61.99	\$69.00	\$72.39	\$76.75	\$80.11	\$85.16	\$86.13	\$87.12	\$88.11	\$89.12	\$90.13	\$91.15	\$92.19
3,900 - 4,199 tonnes/month	\$61.04	\$67.93	\$71.73	\$76.75	\$80.11	\$85.16	\$86.13	\$87.12	\$88.11	\$89.12	\$90.13	\$91.15	\$92.19
4,200 - 4,499 tonnes/month	\$60.09	\$66.82	\$71.73	\$76.75	\$80.11	\$84.86	\$85.83	\$86.81	\$87.81	\$88.81	\$89.82	\$90.84	\$91.87
4,500 - 4,799 tonnes/month	\$60.09	\$66.82	\$71.73	\$76.75	\$80.11	\$84.86	\$85.83	\$86.81	\$87.81	\$88.81	\$89.82	\$90.84	\$91.87
4,800 - 5,099 tonnes/month	\$59.88	\$66.63	\$71.62	\$76.31	\$79.69	\$84.74	\$85.71	\$86.69	\$87.68	\$88.68	\$89.69	\$90.71	\$91.74
5,100 - 5,399 tonnes/month	\$59.88	\$66.63	\$71.62	\$76.31	\$79.69	\$84.74	\$85.71	\$86.69	\$87.68	\$88.68	\$89.69	\$90.71	\$91.74
5,400 - 5,699 tonnes/month	\$59.84	\$66.57	\$71.44	\$76.07	\$79.52	\$84.62	\$85.59	\$86.57	\$87.56	\$88.56	\$89.57	\$90.59	\$91.62
5,700 - 5,999 tonnes/month	\$59.58	\$66.57	\$71.44	\$76.07	\$79.52	\$84.62	\$85.59	\$86.57	\$87.56	\$88.56	\$89.57	\$90.59	\$91.62
6,000 - 6,299 tonnes/month	\$59.40	\$65.95	\$71.44	\$75.89	\$79.34	\$82.81	\$83.76	\$84.72	\$85.69	\$86.67	\$87.66	\$88.66	\$89.67

SCHEDULE "D"

Miller Waste Proposal Cyclone Retrofit



Please see the attached proposal from Machinex Industries. The Machinex proposal includes a list of equipment to be removed in section 3 (see below as well)

EQUIPMENT TO BE REMOVED							
ITEM #	DESCRIPTION	MODEL	HP	K	VF	WIDT	LENG
S-8	Fines screen [DS-182L]		--	--	-	--	--
C-9	Air sort feeder conveyor [SA-080L]		--	--	-	--	--
AS-10	Heavy light separator [SA-080L]		--	--	-	--	--
PP-11	Plastic perforator [EP-044L]		--	--	-	--	--
S-12	Fines screen [DS-183L]		--	--	-	--	--

The listed equipment will be replaced with the following equipment which is also itemized in section 3 of the Machinex Proposal

EQUIPMENT LIST - NEW EQUIPMENT							
ITEM #	DESCRIPTION	MODEL	HP	K	VF	WIDT	LENG
S-9	Glass breaker screen (New) (DECK #1)	GBS-60	5	--	X	--	--
"	Glass breaker screen (New) (DECK #2)	"	5	--	X	--	--
"	Glass breaker screen (New) (SPEED SHAFT)	"	5	--	X	--	--
C-10	Containers transfer conveyor (New)	SLIDER BED	3	--	-	36"	13' 4"
PP-11	Plastic perforator (New) (DRUM #1)	MEP-2436-2S	5	--	-	--	--
"	Plastic perforator (New) (DRUM #2)	"	5	--	-	--	--
"	Plastic perforator (New) (DRUM #3)	"	5	--	-	--	--
"	Plastic perforator (New) (DRUM #4)	"	5	--	-	--	--
S-12	Fines screen (Motor)	48" wide X 6 shafts	5	--	X	--	--

Please see the Table of Contents listed on Page 2 of the Machinex Proposal for a complete outline of the Scope of Work

Machinex Proposal = \$579,767.97 plus HST

The proposed upgrades of the City of London's Material Recovery Facility do not take into consideration all costs associated with this retrofit. The additional costs have been itemized below for your consideration. Should you require additional information or justifications regarding this proposal please don't hesitate to contact me at your earliest convenience.

Additional costs

- Sprinkler work = \$3,000.00
- Main electrical = \$3,000.00
- Project management fee @ 10% = \$57,976.80
- Project management fee waived = \$(57,976.80)
- Additional labour and overtime costs pre and post retrofit = \$23,911.60

Total Additional costs = \$29,911.60 plus HST

Total costs associated with this upgrade = \$609,679.57 plus HST

Appendix B Source of Financing

APPENDIX 'B'

#20105
July 14, 2020
(Award Contract)

Chair and Members
Civic Works Committee

**RE: Contract for the Operation of the City's Material's Recovery Facility - Single Source SS20-23
(Subledger LF200003)
Capital Project SW6047 - Material Recovery Facility
Capital Project SW6530 - Material Recovery Facility
Capital Project SW6025 - Waste Diversion
Miller Waste Systems Inc. - \$609,679.57 (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, the detailed source of financing for this project is:

	Approved Budget	Committed to Date	This Submission	Balance for Future Work
<u>SUMMARY OF ESTIMATED EXPENDITURES</u>				
<u>SW6047 - Material Recovery Facility</u>				
Engineering	322,746	322,746		0
Construction	22,391,360	22,200,232	191,128	0
City Related Expenses	17,697	17,697		0
	<u>22,731,803</u>	<u>22,540,675</u>	<u>191,128</u>	<u>0</u>
<u>SW6530 - Material Recovery Facility</u>				
Construction	290,000		290,000	0
<u>SW6025 - Waste Diversion</u>				
Engineering	43,000			43,000
Construction	221,241	31,650	139,283	50,308
City Related Expenses	2,559	2,559		0
	<u>266,800</u>	<u>34,209</u>	<u>139,283</u>	<u>93,308</u>
NET ESTIMATED EXPENDITURES	<u>\$23,288,603</u>	<u>\$22,574,884</u>	<u>\$620,411</u>	<u>\$93,308</u>
<u>SUMMARY OF FINANCING:</u>				
<u>SW6047 - Material Recovery Facility</u>				
Federal Gas Tax	18,009,660	17,818,532	191,128	0
Other Contributions	4,722,143	4,722,143		0
	<u>22,731,803</u>	<u>22,540,675</u>	<u>191,128</u>	<u>0</u>
<u>SW6530 - Material Recovery Facility</u>				
Drawdown from Material Recovery Facility R.F.	290,000		290,000	0
<u>SW6025 - Waste Diversion</u>				
Drawdown From Sanitary Landfill R.F.	36,800			36,800
Federal Gas Tax	230,000	34,209	139,283	56,508
	<u>266,800</u>	<u>34,209</u>	<u>139,283</u>	<u>93,308</u>
TOTAL FINANCING	<u>\$23,288,603</u>	<u>\$22,574,884</u>	<u>\$620,411</u>	<u>\$93,308</u>
1) Financial Note	<u>SW6047</u>	<u>SW6530</u>	<u>SW6025</u>	<u>Total</u>
Contract Price	\$187,822	\$284,984	\$136,874	\$609,680
Add: HST @13%	24,417	37,048	17,794	79,259
Total Contract Price Including Taxes	<u>212,239</u>	<u>322,032</u>	<u>154,668</u>	<u>688,939</u>
Less: HST Rebate	21,111	32,032	15,385	68,528
Net Contract Price	<u>\$191,128</u>	<u>\$290,000</u>	<u>\$139,283</u>	<u>\$620,411</u>

2) Operating Costs associated with this award are included in the approved 2020-2023 Multi-Year Budget.

lp

Kyle Murray
Director of Financial Planning & Business Support

M MACHINEX



Miller Waste Systems

Proposal #2219055

***Glass breaker screen & perforator
retrofit***

5/11/2020

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APPENDICES

APPENDIX A - LAYOUT20

1. INTRODUCTION

5/11/2020

Mr. Adrian Kleywegt
Miller Waste Systems
505 Miller Avenue
Markham, ON
L6G 1B2

SUBJECT: **Glass breaker screen & perforator retrofit**
 Our Proposal # 2219055

We are pleased to submit our Proposal # 2219055 for your project featuring Industries Machinex Equipment.

In the following, we present the details of our proposal based on drawing MR-2389A17, Rev 0. The scope of the work is to Design, Fabricate & Ship the equipment listed in the following. All necessary civil work (building modification, site preparation, sprinkler system modification, Seismic and main electrical), performance & execution bond fees, attorney fees are not included and will be the responsibility of Miller Waste Systems.

Unloading the equipment, installation, controls, field wiring as well as start-up and training are included in the Industries Machinex scope of work.

We hope that you will find that this proposal meets with your requirements. If you have any comments or questions, whatsoever, please do not hesitate to contact us.

Sincerely,

INDUSTRIES MACHINEX INC.



Charles-Étienne Simard, Pr. Eng.

Proposal #2219055

2. PRICING CHART

ITEMS	DESCRIPTION	PRICE** (CAN)
UPGRADE #1	NEW GLASS BREAKER SCREEN AND PLASTIC PERFORATOR <ul style="list-style-type: none"> • NEW 60" WIDE GLASS BREAKER SCREEN • DUAL STAGE (4 DRUMS) PERFORATOR • NEW TRANSFER CONVEYOR • ALL NECESSARY MODIFICATIONS TO THE EXISTING SYSTEM 	INCLUDED
FREIGHT	DELIVERY TO SITE	INCLUDED
INSTALLATION	MECHANICAL INSTALLATION DISMANTLING AND INSTALLATION OF SPECIFIED EQUIPMENT	INCLUDED
CONTROL	CONTROLS OF EQUIPMENT	INCLUDED
WIRING	FIELD WIRING ON SITE	INCLUDED
START-UP	START-UP AND TRAINING ON SITE	INCLUDED
	TOTAL	\$ 579,767.97

Taxes are not included in any of the given price

Prices are valid for existing colours: Blue RAL5010 and safety yellow RAL1037

Prices do not include seismic engineering and building permits

Any modifications or repairs to existing equipment are excluded, unless otherwise mentioned

***** If required, ESA inspection, TSSA and pre-start health & safety review are excluded***

3. EQUIPMENT LIST

EQUIPMENT TO BE REMOVED							
ITEM #	DESCRIPTION	MODEL	HP	KW	VFD	WIDTH	LENGTH
S-8	Fines screen [DS-182L]		---	---	-	---	---
C-9	Air sort feeder conveyor [SA-080L]		---	---	-	---	---
AS-10	Heavy light separator [SA-080L]		---	---	-	---	---
PP-11	Plastic perforator [EP-044L]		---	---	-	---	---
S-12	Fines screen [DS-183L]		---	---	-	---	---

EQUIPMENT LIST - NEW EQUIPMENT							
ITEM #	DESCRIPTION	MODEL	HP	KW	VFD	WIDTH	LENGTH
S-9	Glas breaker screen (New) (DECK #1)	GBS-60	5	---	X	---	---
"	Glas breaker screen (New) (DECK #2)	"	5	---	X	---	---
"	Glas breaker screen (New) (SPEED SHAFT)	"	5	---	X	---	---
C-10	Containers transfer conveyor (New)	SLIDER BED	3	---	-	36"	13' 4"
PP-11	Plastic perforator (New) (DRUM #1)	MEP-2436-2S	5	---	-	---	---
"	Plastic perforator (New) (DRUM #2)	"	5	---	-	---	---
"	Plastic perforator (New) (DRUM #3)	"	5	---	-	---	---
"	Plastic perforator (New) (DRUM #4)	"	5	---	-	---	---
S-12	Fines screen (Motor)	48" wide X 6 shafts	5	---	X	---	---

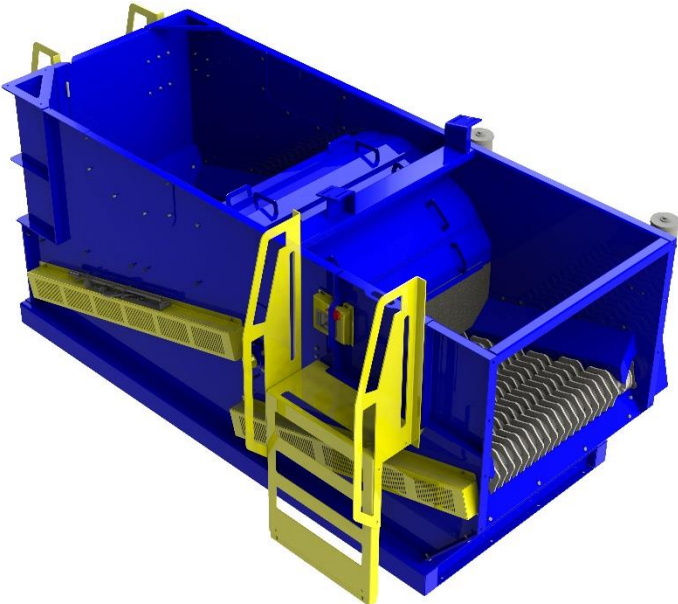
4. EQUIPMENT DESCRIPTION

4.1 GLASS BREAKER SCREEN

MACH Glass Breaker Screen [S-9]

Features	Description	Additional information
FRAME		
Frame	Closed frame 1/4" thick	Reinforced with gussets Inside width from 36" to 60" (Refer to Equipment List)
Maintenance	Hinged Access Door with Ladder on one side	With safety door switch
Transfer panels	Made of 3/16" steel	With replaceable sacrificial AR steel plate
MOTOR AND DISKS		
Motor	Refer to Equipment List for HP (5HP minimum)	Flange mounted Premium efficiency
Shaft	1 15/16" shaft shelled with AR steel Total diameter of 6" Two (2) deck glass breaker	First Deck has 8 shafts + 1 speed shaft Second Deck has 8 shafts Disks are staggered to reduce disk spacing
Disk	ø9 3/8" in diameter 3/8" thick AR steel disks	Abrasive resistant
Speed shaft	Football shaped high speed shaft	Limit wrapping while increasing impact effect Covered with AR steel
LUBRICATION		
Oiler	Automatic oiler on Drive Chain(s)	

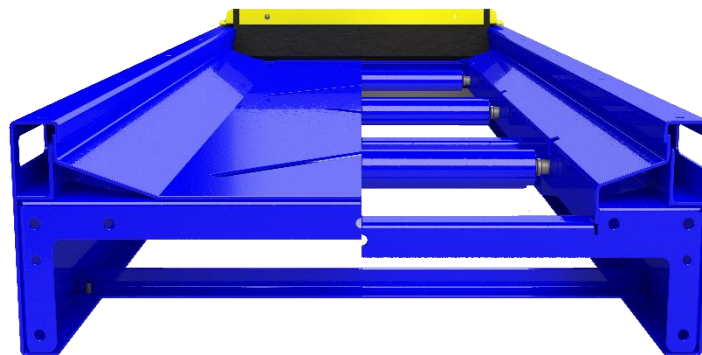
*Excluded unless otherwise noted



4.2 SLIDER BED CONVEYOR

Medium duty carrying conveyor or sorting conveyor [C-10]

Features	Description	Additional information
FRAME		
Construction	Closed frame 3/16" thick	Flat side conveyor
Section length	12'-0" maximum	Reinforced every 72".
Connecting plates	3/8" thick	
Carrying rollers	Ø3" (steel-CEMA "C") or Steel plate 3/16"	Based on application 3/16" steel plate or bearing will be prioritized. Tapered roller bearings with sealed bearings and slide in type brackets.
Return rollers	Ø3" (steel-CEMA "C")	Tapered roller bearings with sealed bearings and slide in type brackets.
Side skirts	6" minimum height	12 gauge
BEARINGS, SHAFT AND PULLEYS		
Tail bearing	Minimum Ø2 7/16" (60mm) pillow block	Mounted on take-up mechanism; Taper hub bushings with key ways and set screws.
Tail pulley	Minimum Ø8"	Winged, crowned and self-cleaning.
Head bearing	Minimum Ø2 7/16" (60mm)	Four (4) bolts flange
Head pulley	Minimum Ø8"	Crowned with 1/4" lagging. Taper hub bushings with key ways and set screws.
RUBBER BELT		
Belt	2 ply 220 PIW	One (1) piece with one mechanical joint
Belt cover	Top 3/16" thick Low friction bare back	



4.3 PLASTIC PERFORATOR

Dual stage model [PP-11]

SIZE AND PERFORMANCES

- 1) Inlet dimensions: approximately 26" x 44"
- 2) Design: First stage consists of two (2) rollers that will crush big containers. Second stage consists of two (2) rollers equipped with teeth to perforate big containers.
- 3) Drum size: 24" dia. nom. (27" c/w teeth) approx.
- 4) Operate in normal duty with containers up to 20 liters.

MOTORS AND SHAFTS

- 5) Perforator motor: 2 x 5HP, 575/3/60,
- 6) Flattener motor: 2 x 5HP, 575/3/60,
- 7) All motors are mounted on reducers and are PREMIUM efficiency type, 1.15 Service factor.
- 8) Four (4) heavy duty gas springs that will apply pressure on all of the four (4) drums.

GUARDS AND FRAME

- 9) Guards and access doors for easy maintenance.
- 10) Teeth: Hardened steel
- 11) Removable sections of teeth for easy maintenance

OPTIONS:

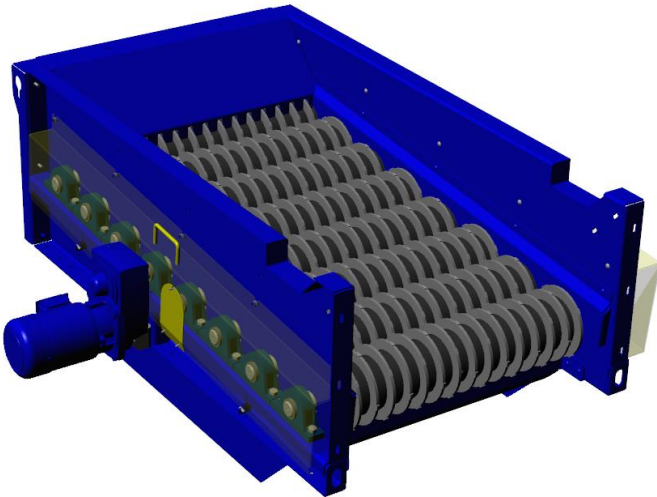
- 12) Perforator can be installed on rails (shuttle system) so it can be moved away and be completely by-passed
- 13) Shuttle system can be manual or automated



4.4 FINES SCREEN 2 1/2" MINUS

Steel Shaft Screen [S-12]

Features	Description	Additional information
FRAME		
Frame	Closed frame 3/16" thick	Inside working width range from 36" to 72" (refer to Equipment List)
Deck	Modular	Disk quantity is variable based on the application and tonnage
MOTOR AND DISKS		
Disk	3/16" thick AR Steel round disks	Optional (Excluded unless specified otherwise) <ul style="list-style-type: none"> ○ 1/4" thick ○ Star shaped
Motor	3 HP minimum (refer to Equipment List)	Flange mounted Premium efficiency



One (1) Deck Screen shown

5. ELECTRICAL INFORMATION

5.1 Controls and wiring

Infeed wiring: Bringing or removing main power from the electrical room / switchgear to new Machinex control panels: *LCP's Optical Units, Air Compressors, Balers, Compactors, Shredders, or any other control panel is **NOT part of Machinex's scope of supply.***

Field wiring: Bringing power and control wiring (armoured cables or "teck cables") from control panels to each piece of equipment is however part of Machinex scope of supply.

Additional Information

IS INCLUDED:

- Dismantling wiring from equipment being removed to existing control panel
- Integration with existing System Control Panels
- HMI update

ARE NOT INCLUDED:

- Replacing defective parts in existing control panels

GENERAL NOTES:

- This proposal considers that Machinex still have the last version of the PLC and HMI program. If modifications have been done by others over the last years, extra charge may apply. For example, modifications that would be considers as such could be:
 - PLC and HMI program protected by a password
 - Modifications that would require to reprogram the existing line in order to do this system upgrade
 - Etc...

6. MECHANICAL INSTALLATION

ARE INCLUDED

- All necessary labor and travel expenses to install all the listed equipment and associated;
- All necessary tools for the technicians;
- Touch-up & Start-up;
- Fork lift, Crane and Scissors lift.
- Any misfit will be corrected in a timely fashion by the installation crew always in contact with the project manager.

ARE NOT INCLUDED

- Dismantling of the existing equipment
- Any form of dismantling or general cleaning of the area;
- Disposal of used equipment, if any by buyer;
- Building work (by buyer);
- Necessary building modifications (footing if required);
- Access to facilities for Machinex employee responsibility of customer;
- Sprinkler work;
- Filling pits if required
- Any misfit resulting of building or other work not included will be managed together under a change order agreement and additional charges may apply.

GENERAL NOTES

- Local EPA permits, i.e. EPA & Planning and/or construction are not included;
- Price reflects the use of non-union labor for equipment installation (Machinex crew);
- We reserve the right to modify pricing should the use of union labor be required;
- Installation cost will also be adjusted if prevailing wage apply;
- Wiring price & installation is based on a Machinex crew;
- We reserve the right to change the price if permits or ON licensed electrician is required;
- Installation price reflects the use of Wedge anchor bolts;
- All main electrical drops are the responsibility of the customer (Main control panel (575/3/60).

ADDITIONAL INFORMATION

- This proposal is for a turnkey installation and includes all equipment shown on layout drawing referred to within this proposal;
- All necessary controls & equipment field wiring meeting local codes are included;
- Machinex will be included as named insured to the Buyer's Builder's Risk Insurance, while on site performing installation, start-up, commissioning and punch-list as specified within our term and conditions.

7. SCHEDULE

7.1 Preliminary Installation Schedule

Below is a tentative installation schedule that will need to be coordinated during project planning with all the parties involved.

Mechanical Installation on to happen on 24 hours and we do require a full customer shutdown for ten (10) days (Thursday @ 4pm until Monday 7am).

To perform the installation, we do need to remove the following equipment:

- C-31 head Section
- C-14 (Entire Conveyor)
- C-32 Tail Section
- Large Structure Tower that supports 3 conveyors above.
- Possibility for head of C-13

8. LIMITED SCOPE OF SUPPLY

Despite the fact that Machinex is providing a turn-key project, hereunder is a list of items not included in Machinex scope of work. However, after the award, Machinex would be truly opened to insert some of those tasks back in our scope of supply, if it is the customer's desire. Additional cost shall be forecasted and will be provided in due time.

ITEM NOT INCLUDED IN MACHINEX SCOPE OF SUPPLY

EQUIPMENT

- Any enclosure or cabin modifications or opening.
- Any refurbish or new components on existing equipment (unless otherwise mentioned).

BUILDING

- Any building modifications as such but not limited to: building extension, pits, wall openings, ceiling and trusses.
- Any fire protection system (Sprinklers) neither in the building nor any additional sprinklers underneath the proposed equipment (if required).
- Electrical switchgear
- Any concrete blocks
- Concrete slab calculations, modifications if needed (in time, equipment loads would be provided)
- Any dust collection/suppression system. It also excludes all dust collection/suppression system supporting structure, fixing or hoods to our equipment.
- Any supplemental lighting.

CONTROLS & WIRING

- Any switchboard, breaker, load drops or any electrical components in the electrical switchgear. However, Machinex will advise on the location & the level of each load drops required once project is awarded.
- In-feed wiring that brings power from the electrical room to all control panels, main peripheral equipment (baler, optical units, aspiration system and compressor). More information regarding our needs will be released few weeks after the project approval.
- Any video system (CCTV).
- Any furniture or computer.
- Any internet hook-up.

COMMISSIONING & TESTING

- Labor costs associated with cleaning and maintenance of plant during commissioning testing period. These tasks need to be done by the Employer which is part of the essential operational learning curve.
- Supply of sufficient baling wire and other consumables (fuel, oil, lubricants, water, chemical, etc.) items throughout the commissioning testing period. It is the Employer's responsibility to forecast and order a sufficient amount of in-feed material and any necessary consumables. Machinex could however bring on-site some consumables to avoid any emergency situations.
- Any fee for the Independent testing agency.

MISCELLANEOUS

- Any enclosure or compressor cabin.
- Any dust collection system
- Any rolling stocks.
- Any containers or bins
- Any security fences
- Life lines or restrain lines on conveyors
- Double emergency pull-cords
- Any insurance costs
- Building permit
- Machinex will not act as the principal contractor.
- Any fee for the Independent CE marking audit inspection.
- Any fee for the Independent CSA/ESA marking audit inspection.
- Any fee for TSSA approval
- FAT (factory testing) only realized on the control program before shipping.
- The provision of all necessary safety equipment (fire blanket, eyes washer station, extinguishers, etc.)
- Noise or Dust Monitoring surveys
- The cleaning of the equipment after the installation (ex: snow and mud)

9. INDUSTRIES MACHINEX GENERAL CONDITIONS OF SALE

All products shall be supplied by Industries Machinex Inc. and accepted by the buyer in accordance with the following Terms and Conditions of Sale:

PRICES

Our prices for the technical equipment are valid for 30 days.
Prices are subject to change after that period.
Clerical and stenographic errors are subject to correction.

Note : Actual fluctuation in steel cost and exchange may cause price increase in short term on some equipment. Final review of the proposal will be done at time of final design

Our prices exclude payment of all taxes, if applicable.

TERMS OF PAYMENT

- 15% with order;
- 35% prior shipment;
- 50% due upon start-up not to exceed 30 days from arrival on site;

NOTES

Industries Machinex Inc. will remain the owner of all the supplied equipment (or any part or portion thereof) until final and complete payment. The buyer shall do all things necessary to perfect and maintain such right and title to Industries Machinex Inc.

In the case where the buyer would not respect the terms of payment and that Industries Machinex Inc. would have to take back the equipment, the buyer accepts that Industries Machinex Inc. will keep, as compensation, all sums already paid by the buyer.

INFORMATION

We have assumed that the customer, without any delay, will give Industries Machinex Inc. Information about all circumstances that may have an effect on the time schedule.

INSTALLATION

- The installation is **included** in the price

FREIGHT

- The freight is **included** in the price (London, On)

D.D.P. (Incoterms 2010)

- London, On

WARRANTY

All new equipment is covered with a warranty of **12 months (2 200 hours)** whichever comes first against manufacturer's equipment defaults (material) while in normal use.

The warranty period starts from the date of delivery.

The warranty will lapse if the equipment is repaired or altered by personnel that has not been authorized by Industries Machinex Inc. to carry out repairs, or if operation and maintenance instructions for the equipment have not been followed and approved.

Industries Machinex Inc. shall not be responsible for loss or damages of any kind, or from any cause, to any person or property of any person, or for loss of revenue or profit, or for any other special, incidental or consequential damages.

Any parts or equipment which Industries Machinex Inc. supplies but does not manufacture shall be subject only to the warranties of Machinex's vendors to the extent Industries Machinex Inc. can enforce such warranties.

The warranty covers replacement parts only, and excludes labor and consequential damages.

Buyer shall notify Industries Machinex Inc. in writing within fifteen (15) days of discovery, within the warranty period, of any alleged defect and permit Industries Machinex Inc. and/or its representatives to make such investigation, examination and tests deemed appropriate. Upon request from Industries Machinex Inc., the buyer shall return the alleged defective product to Machinex's factory for examination and testing. If the product is defective, and provided that the warranty of quality applies, Industries Machinex Inc. will repair or replace same at its own cost.

Any action for breach of warranty or other action under this agreement must be commenced within one (1) year after such cause of action arises.

In regards to equipment that is sold as "used" and "as is", if applicable, Machinex declines all warranties, whether expressed or implied, and assumes no responsibility nor authorizes any person to assume any liability on its behalf in regards to the sale of said equipment. Machinex declines any responsibility in regards to security related to the equipment being sold as "used". Since the buyer is responsible for the integration of this equipment, the Buyer has the responsibility to ensure compliance with regulations. The Buyer is entirely responsible for the security of this equipment during operation and in accordance with regulation standards.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

INSURANCE

The Owner (customer) is responsible for the insurance of the equipment after arrival on site and unloaded from trucks or containers.

The Owner shall obtain and maintain Builder's Risk Property Insurance including Work and Products, upon the entire Project for the full replacement cost and including Sales Taxes at the time of loss. This insurance shall include as named insured the Owner, Contractor and Subcontractors. The policy shall insure against direct risk of physical loss or damage including flood or other water damage, earthquake, act of terrorism, transit, off premises storage, boiler & machinery. The coverage shall be maintained continuously until 10 Days after the date of the final certificate for payment (or after the date of start-up testing and commissioning). In case of loss, the Owner is responsible for the insurance deductibles. Maximum deductible for all risk perils is \$10,000 except flood and earthquake, which shall be \$25,000 and \$100,000 respectively.

Evidence of coverage as shown in a certificate of Insurance will have to be presented to Machinex before beginning of work. In addition, the policy or policies will have to be endorsed with an undertaking by the Insurer to provide Machinex with not less than Thirty (30) days advance written notice of cancellation, change or amendment restricting coverage.

DELIVERY

Deliveries are scheduled for with reception of a purchase order and down payment, clarification of required technical information, resolution of commercial issues, and customer approval of drawings when required. In the event where the customer has to delay the equipment delivery, storage fees may apply.

Industries Machinex Inc. shall not be liable for delays in delivery or failure to manufacture due to force majeure or causes beyond its reasonable control such as Acts of God, acts of omissions of the buyer, acts or omissions of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantines, restrictions, riot, war, act of terrorism, delays in transportation, transportation vehicle/vessel shortages and inability to perform due to inability to obtain necessary labor, materials or manufacturing facilities. In the events of any delay such as above described, the date of delivery shall be extended for a period equal to the time lost by such delay.

CANCELLATION

No order may be canceled by the buyer except upon written notice to Industries Machinex Inc. and upon payment to Industries Machinex Inc. of all costs incurred by it arising out of, or in connection with the order, determined on a basis consistently observed by Machinex and in accordance with sound accounting principles. Industries Machinex Inc. shall have the right to cancel any order or to refuse to deliver or to delay shipment in the event buyer fails to submit payments when due or perform any other obligations of buyer.

SPECIAL CLAUSE

Industries Machinex Inc. reserves the possibility to make any modifications or adjustments to the design or equipment shown on drawing MR-2389A17, Rev 0. Although the layout will remain the same, any adjustments such as but not limited to: the horsepower of motors, conveyor frame, conveyor type, safety features or others that can improve or standardize the equipment shown on the previously mentioned drawing and specification detail is under Industries Machinex discretion.

In a circumstance where the buyer purchases in whole or in part an equipment, that is to be utilized in this system, directly from another manufacturer than Industries Machinex Inc. the buyer is responsible for all costs as well as the management related to the equipment's integration, unless otherwise specified in this proposal. These costs may include, but are not limited to, the items listed in the section "Limited Scope of Supply" such as: delivery charges and unloading, insurances, warranties, performance guarantees, integration, mechanical and electrical installation (wiring and controls), civil work (building, permits, safety and environmental standards), start-up, testing and any other cost related to these including redoing these if necessary.

In the case where Machinex will commit to such equipment's integration, certain information will be required throughout the project and dates will be assigned that such information needs to be provided by the buyer and will remain under the buyer's responsibility and management. If such information is not supplied within the expected timeline, additional costs will be charged to the buyer.

Whether the equipment is being integrated by the buyer or Machinex, any delays and additional costs in the project that are related to that equipment such as but not limited to: communication with supplier to validate equipment integration protocol, communication and control protocol, performances and mechanical / physical equipment integration are solely the responsibility of the buyer. Any additional cost related to these delays will be at the Buyer's expense.

MODIFICATIONS

No waivers or modification of any of the foregoing Terms and Conditions of Sale shall be valid unless made in writing and signed by both parties. The failure of Industries Machinex Inc. to enforce any right it possesses under the foregoing Terms and Conditions of Sale shall not constitute a waiver thereof or establish a custom. In the event any Terms and Conditions of any submitted by buyer to Industries Machinex Inc. shall be in conflict with any Terms and conditions herein, the Terms and Conditions set forth herein shall govern and prevail.

SIGNATURES

INDUSTRIES MACHINEX
INC.

Miller Waste Systems

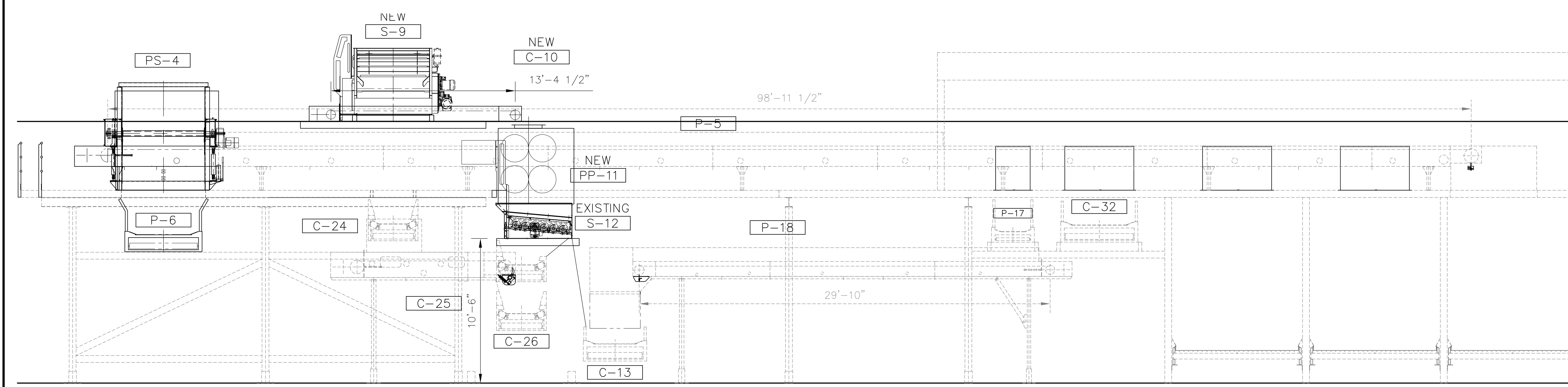
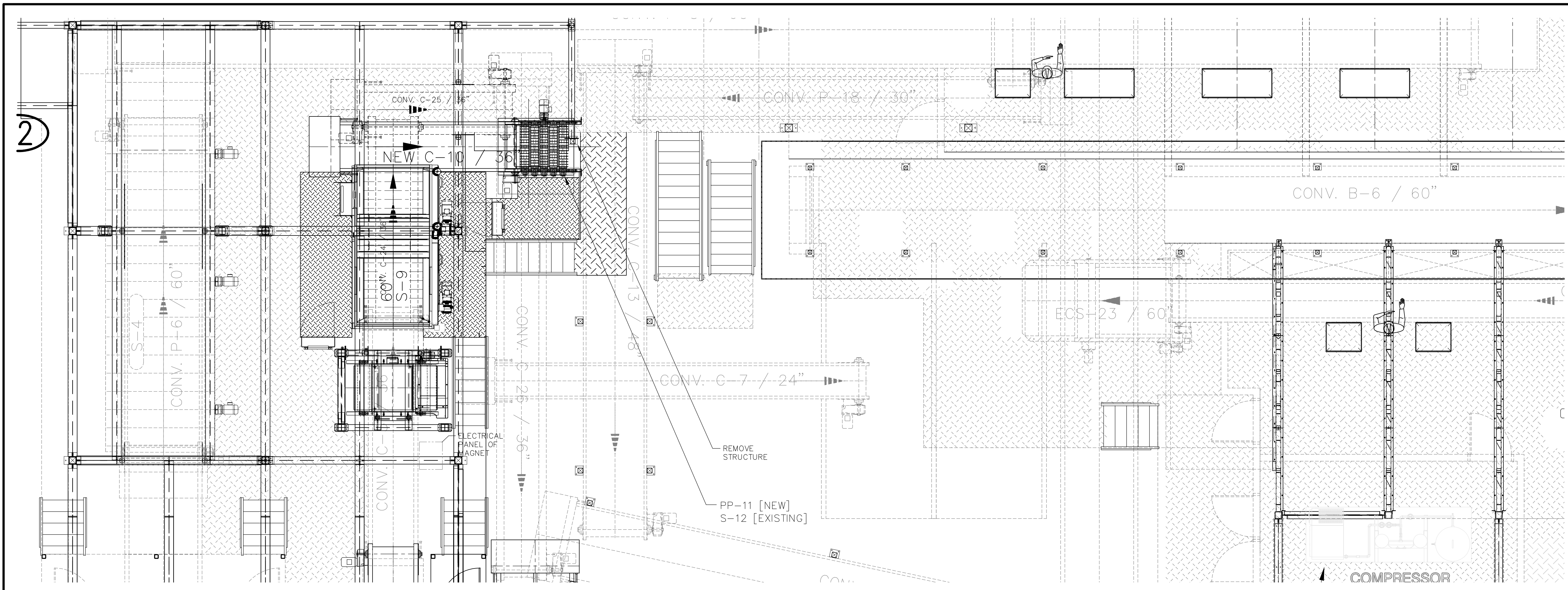
Charles-Étienne Simard,
Pr. Eng.

Date

Adrian Kleywegt

Date

APPENDIX A - LAYOUT



BOX BOARD MMF-1 MISC. FIBERS MMF-2 OCC MMF-3

M	
DWG ISSUED ON :	2019-11-19
DWG ISSUED BY :	CHARLES-E. SIMARD
	ENG.
APPROVED	<input type="checkbox"/>
NOT APPROVED	<input type="checkbox"/>
APPROVED WITH MODIFICATION	<input type="checkbox"/>
FIRM :	
SIGNATURE :	
DATE :	

DWG. No.	TITLE	No.	DESCRIPTION	DATE	BY
		0	RELEASED FOR APPROVAL	2019-11-19	CES
REFERENCE DRAWINGS					
REVISIONS					

SCALE :	1/4" = 12"
DESIGNED :	CES
DATE :	2019-11-19
DRAWN :	CES
DATE :	2019-11-19
CHECKED :	
DATE :	
APPROVED :	
DATE :	

DESIGNED BY : **MACHINEX INDUSTRIES INC.**
 2121, Olivier Street
 Piessisville, Quebec, Canada, G6L 3G9
 Phone: (819) 362-3281
 Fax: (819) 362-2280 E-Mail sales@machinex.ca

M MACHINEX	
CLIENT :	
MILLER WASTE SYSTEM 3438, MANNING DRIVE LONDON, ON N6L 1K6	
CLIENT	
PROJECT NO :	DRAWING NO :
2219055	MR-2389A17
MATERIAL RECOVERY FACILITY DUAL STREAM PROCESSING PLANT NEW GLASS BREAKER & PERFORATOR GENERAL ARRANGEMENT DRAWING	
MACHINEX	
PROJECT NO : 2219055 DRAWING NO : MR-2389A17	
5	
REV. 0	

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P.ENG, MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & 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 & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the appointment of a Consulting Engineer for the construction administration of Dundas Place - Thames Valley Parkway Active Transportation Connection project:

- (a) IBI Group Professional Services (Canada) Inc., **BE AUTHORIZED** to carry out the construction inspection and contract administration for this project in the amount of \$323,190.00 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- (b) the financing for this project **BE APPROVED** 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 project; and
- (d) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, as required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- 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
- Strategic Priorities and Policy Committee – October 28, 2019 – Investing in Canada Infrastructure Program – Public Transit Infrastructure Stream – Approved Projects
- Civic Works Committee – November 19, 2019 – Dundas Place – Thames Valley Parkway Active Transportation Connection Appointment of Consulting Engineer

2019-2023 STRATEGIC PLAN

The following report supports the 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 construction administration of the Dundas Place - Thames Valley Parkway Active Transportation Connection project on Dundas Street / Riverside Drive from Wilson Avenue to Ridout Street as well as Thames Street.

Context

The Dundas Place - Thames Valley Parkway Active Transportation Connection (Dundas TVP Connection) 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 ten transit and transit supportive projects submitted and approved for senior government funding through the Investing in Canada Plan (ICIP).

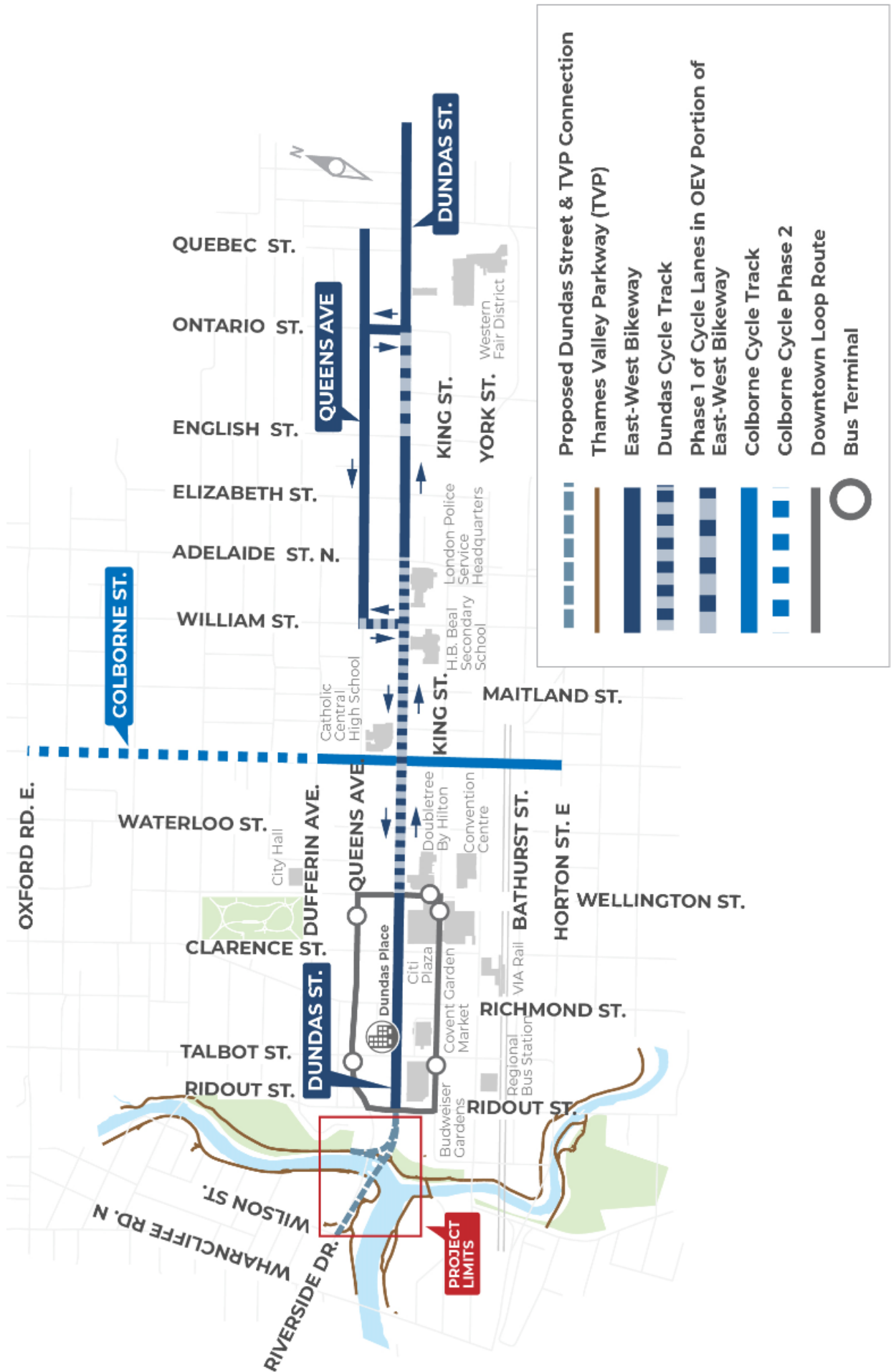
This project will improve the link for pedestrians and cyclists between the TVP and downtown London and will facilitate a connection for cyclists to the East-West Bikeway. Having an improved cycling connection will make it easier to reach existing transit routes as well as planned rapid transit stops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

The detailed design was enhanced based on the consultation process to include a cycling connection further extending further west to Wilson Avenue for a more connective project. The design addressed the need to incorporate separated cycling facilities, cycling connections to the Thames Valley Parkway (TVP), urban design improvements and sewer replacements.

The urban design components for this project have been guided by the Dundas Place Environmental Assessment to create an improved gateway into the downtown.

Location Plan

The Dundas TVP connection project provides a missing connection between the Thames Valley Parkway and Dundas Place. In 2020, City staff have a number of other separated cycling projects planned for implementation within the downtown area. These other projects include the Dundas Cycle Track project from Wellington Street to Adelaide Street, including William Street from Queens Avenue to Dundas Street; Colborne Cycle Track project from Dufferin to 100 metres north of Oxford Street East; and the first phase of the Dundas OEV project from English Street to Ontario Street. All of these improvements will create approximately three centreline kilometres of separated cycling infrastructure to continue to improve our cycling network. The map below highlights the project area for the Dundas TVP connection project as well as the cycling improvements within the downtown area.



DISCUSSION

Project Description

The key design consideration for the Dundas TVP Connection project was to implement a more connective cycling and pedestrian network while enhancing the urban design features on Dundas. This section of Dundas is considered the gateway into the City and the elements from past studies have assisted to inform the design. This project took into consideration the intersection design at Dundas Street and Ridout Street to be compatible with the with the Rapid Transit Downtown Loop design.

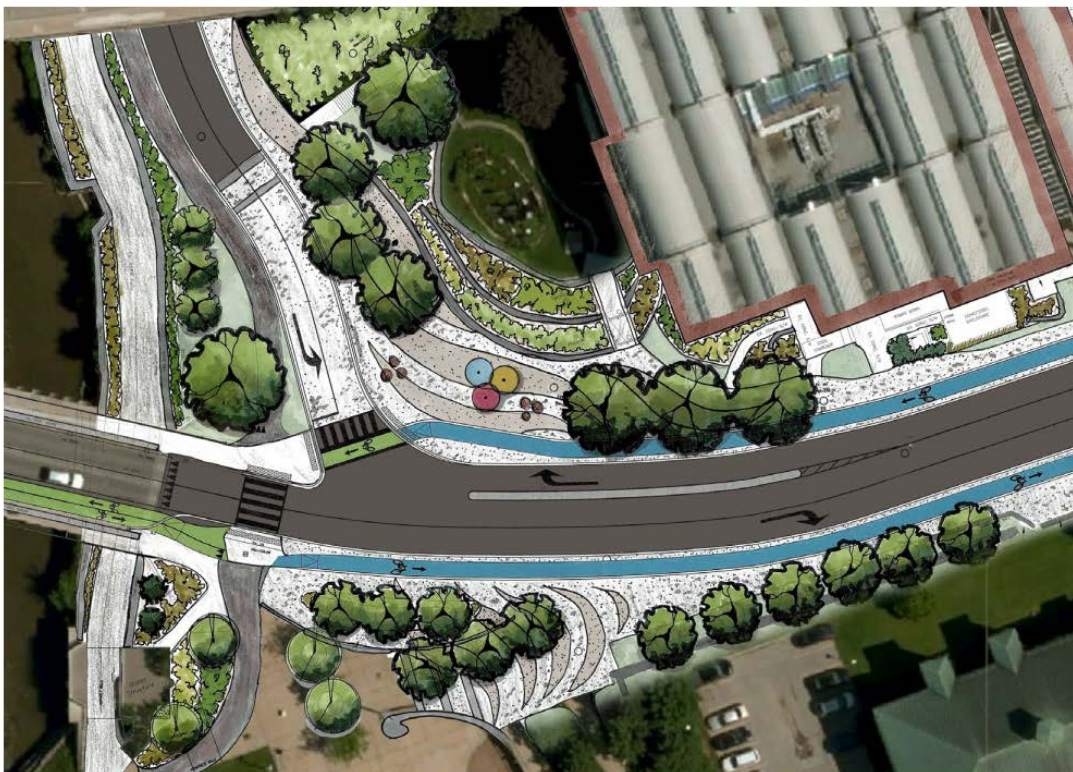
The improvements on Dundas Street / Riverside Drive from Wilson Avenue to Ridout Street are to occur this summer and in advance of the Rapid Transit Downtown Loop project. There may be some minor carry over finishing works for this project into spring 2021. The construction contract for the Dundas TVP Connection project is currently out for tender and it is anticipated it will be awarded in accordance with the City's Procurement of Goods and Services Policy under the administrative approval process.

The primary improvements for this project include the following:

- New cycle track on Dundas / Riverside from Wilson Avenue to Ridout Street
- Wider pedestrian sidewalks
- Enhanced street lighting
- Intersection Pedestrian Signal (IPS) at Wilson Avenue and Riverside Drive to allow for a dedicated pedestrian and cycling crossing.
- Improved intersection at Ridout Street and Dundas Street.

Streetscape Enhancements

This section of Dundas Street is considered as the gateway into the downtown, as it connects the Thames Valley Parkway to Dundas Place. The Dundas Place Environmental Assessment, Downtown OEV East-West Bikeway Corridor Evaluation and public feedback have shaped the streetscape elements of this project. A draft of the urban design features that was presented during the second public information centre can be seen below. As a result of additional public feedback, the final design for the streetscape elements have been slightly modified.



Traffic Control

During construction there will be temporary lane closures that result in one vehicle lane being open. This will allow the contractor to construct the project in a timely manner while also keeping the construction staff safe. Access to local businesses will be maintained to the greatest extent possible and businesses will be kept updated on any activities that may impact property access.

The project is scheduled to commence in August 2020 with the construction planned to be complete by the end of November 2020, with minor carry over finishing works into spring 2021.

Contract Administration

The City previously appointed IBI Group Professional Services (Canada) Inc. to undertake the detailed design of this project in accordance with the Procurement of Goods and Services Policy. With the consultant's knowledge of the project, IBI Group Professional Services (Canada) Inc. was invited to submit a proposal to carry out the contract administration and construction supervision. Staff have reviewed the fee submission in detail considering the various activities and related hourly rates provided. The amount of time allocated to each project task is consistent with prior projects of a similar nature that have been awarded through a competitive process.

The continued use of IBI Group Professional Services (Canada) Inc. on this project for construction inspection and contract administration is of financial advantage to the City due to the fact that the firm has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

The City's requirement for the creation of record drawings following construction necessitates that the reviewing engineer seal them on the basis of field verification and ongoing involvement. This requirement ensures consultant accountability for the design. Consequently, the continued use of IBI Group Professional Services (Canada) Inc. who created and sealed the design drawings is required in order to maintain this accountability process.

In accordance with Section 15.2 (g) 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 remainder of engineering services as Contract Administrators to complete this project for a fee estimate of \$323,190 (excluding HST). When combined with the design fees, the total engineering fees associated with this project are \$566,798.65 (exclusive of HST).

CONCLUSION

IBI Group Professional Services (Canada) Inc. has demonstrated an understanding of the City requirements for this project and it is recommended that this consulting firm be authorized to carry out the construction inspection and contract administration for this project as it is in the best financial and technical interests of the City.

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

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

APPENDIX "A"

Chair and Members
Civic Works Committee

#20102
July 14, 2020
(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 Connection (PTIS)
IBI Group Professional Services (Canada) Inc. - \$323,190.00 (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 approval of the Managing Director, Environmental & Engineering Services and City Engineer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$550,000	\$209,556	\$328,878	\$11,566
Construction	3,450,000			3,450,000
NET ESTIMATED EXPENDITURES	<u>\$4,000,000</u>	<u>\$209,556</u>	<u>\$328,878</u> 1)	<u>\$3,461,566</u>
 <u>SOURCE OF FINANCING</u>				
Debenture By-law No. W.-5656-14 2)	\$1,068,001	\$55,952	\$87,810	\$924,239
PTIS - Federal Funding	1,600,000	83,822	131,551	1,384,627
PTIS - Provincial Funding	1,331,999	69,782	109,517	1,152,700
TOTAL FINANCING	<u>\$4,000,000</u>	<u>\$209,556</u>	<u>\$328,878</u>	<u>\$3,461,566</u>

1) Financial Note:

Contract Price	\$323,190
Add: HST @13%	42,015
Total Contract Price Including Taxes	365,205
Less: HST Rebate	36,327
Net Contract Price	<u>\$328,878</u>

Note to City Clerk:

2) The City Clerk be authorized to increase Debenture By-law No. W.-5656-14 by \$1,013,197 from \$54,804 to \$1,068,001.

ms

Kyle Murray
Director of Financial Planning & Business Support

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	PILOT PROJECT TECHNOLOGY FOR AIR AND ODOUR MONITORING IN SOUTH LONDON – REQUEST TO NEGOTIATE A SINGLE SOURCE AGREEMENT

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following action **BE TAKEN** with respect to a pilot project for air and odour monitoring in south London:

- a) The Civic Administration **BE DIRECTED** to negotiate a single source agreement for the procurement of air and odour monitoring equipment and technical reporting services as per Section 14.4(e) of the Procurement of Goods and Services Policy with EnviroSuite Limited for a term of up to three years, with two, one-year extension options at the sole discretion of the City, IT BEING NOTED that the final contract will be subject to approval by Municipal Council and Civic Administration will report back on:
- i. the outcome of the negotiation with EnviroSuite Limited;
 - ii. the final details and costs of the Pilot Project including how the City will be participating and the potential benefits to the community; and
 - iii. the benefits of the Pilot Project and its role in addressing elements of the Environmental Assessment for the Expansion of the W12A Landfill, current landfill operations and future operations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- Odour Monitoring Pilot Program (June 18, 2018 meeting of the Community & Protective Services Committee (CPSC), Item #2.1)
- Proposed Public Nuisance By-law Amendment to Address Odour Monitoring Pilot Project (February 21, 2018 meeting of the CPSC, Item #9)
- Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401) August 28, 2017 meeting of Planning & Environment Committee (PEC), Item #16)
- Update & Next Steps – Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401), April 24, 2017 meeting of PEC, Item #4)
- Comments - Orgaworld Canada Ltd, November 13, 2012 meeting of PEC, Item #2)
- Various submissions and comments were made by delegations and participants at the Public Participation Meeting held on November 13, 2012

COUNCIL'S 2019-2023 STRATEGIC PLAN

Municipal Council has recognized the importance of solid waste management in its 2019-2023 - Strategic Plan for the City of London as follows:

Building a Sustainable City

London's infrastructure is built, maintained and operated to meet the long-term needs of our community (Build infrastructure to support future development and protect the environment)

Growing our Economy

London is a leader in Ontario for attracting new jobs and investments (Increase partnerships that promote collaboration, innovation and investment)

Leading in Public Service

Londoners experience exceptional and valued customer service (Increase community and resident satisfaction of their service experience with the City)

BACKGROUND

PURPOSE

The purpose of this report is to obtain direction for the Civic Administration to negotiate a single source agreement with EnviroSuite Limited to establish an air and odour monitoring system at the W12A Landfill and make it part of south London air and odour monitoring network pilot project.

CONTEXT

The geographic area of south London has a high concentration of industrial facilities including the Convertus (formerly Renewi Canada / Orgaworld) composting facility, the StormFisher Environmental Ltd. bioenergy facility, the City of London's W12A Landfill, Ingredion Incorporated and several other private waste processing and handling facilities.

For these facilities, the Ministry of Environment, Conservation and Parks (MECP) continues to receive odour complaints from the community attributed to the local waste processing and handling industries.

Previously, the City has participated in other odour monitoring approaches in south London, most recently in the summer of 2018. This project was done in collaboration with StormFisher Environmental and Convertus. Details of this pilot project can be found on the City's website (Odour Issues and Related Matters from Waste Management and Industrial Facilities in South London) at:

<http://www.london.ca/residents/Garbage-Recycling/waste-management-planning/Pages/Odour-Issues.aspx>

In the spring of 2019, StormFisher Environmental and Renewi Canada (now Convertus) began preliminary discussions with MECP to investigate the feasibility of an odour monitoring network in South London.

In late 2019, MECP staff contacted the City of London regarding the development of an air and odour monitoring network pilot project (continuous monitoring, 24/7) for south London being modeled after air monitoring networks that exist in Ontario. The difference for the south London area pilot project is that the focus will be on odours. This will be the first pilot project of its kind in Ontario.

The air and odour monitoring pilot project will be led, funded and implemented by local organizations, in partnership and coordination with the MECP. The MECP will also provide technical expertise and oversight during the implementation and operation of the network.

The pilot project would not impact MECP's compliance and abatement processes. The province will continue to ensure any adverse effects are resolved through compliance and enforcement measures and/or with operational and maintenance work conducted by the industry/facilities to mitigate odour and the network will help all stakeholders to address the subjectivity of odour sources and the receptors that may be detecting them.

After reviewing different monitoring technologies in 2018 and 2019, StormFisher and Renewi (now Covertus), in consultation with MECP, selected a monitoring technology proposed by EnviroSuite Limited <https://envirosuite.com/>. Both companies have individually negotiated or are in the process of negotiating a final agreement with EnviroSuite Limited for the pilot project.

Preliminary discussions with EnviroSuite and City staff have occurred. Further discussion have occurred with the MECP in 2020 including with the Regional Director.

DISCUSSION

The City's Procurement of Goods and Services Policy defines and permits a Single Source purchase as follows:

14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;

Considering that two London firms have or are close to finalizing an agreement with EnviroSuite Limited, City staff wish to enter into single source negotiations as well for the following reasons:

- the use of one technology provider is desirable to ensure consistency in how measurements are being recorded, analyzed and presented;
- data from each participant's monitoring units will be going to a single website that all community and business stakeholders can view transparently and in real time.
- StormFisher and Covertus have used EnviroSuite in the past and have thoroughly reviewed and selected EnviroSuite for the pilot project;
- economies of scale should prove advantageous to the City and other participants in the pilot project with respect to costing; and
- EnviroSuite has completed projects for landfill sites in the United States and other parts of the world. EnviroSuite has offices Asia Pacific, USA, Canada, Europe and South America. <https://envirosuite.com/projects/proactive-odour-and-air-quality-management-at-a-landfill-on-the-us-east-coast>

The EnviroSuite technology includes the following components that City staff believe will be beneficial to the City and/or the community:

- Ambient eNose air and odour monitoring stations that use an array of metal oxide semiconductor sensors that react to odorous gases and create a “fingerprint” of a detected odour for the purpose of providing an indication of the likely primary pollutant
- Real-time and historical data collection and various graphical views (continuous monitoring, 24/7)
- Weather data
- Indicative odour intensity values
- Increased ability to predict odour patterns and adjust landfill operations, if possible
- Information publicly available through a website including real-time data

Based on a review of initial information, implementing this technology for a three year period including ancillary elements would be between \$80,000 and \$140,000 per year depending on the number of monitoring stations that would be required at the W12A Landfill site.

PREPARED BY:	PREPARED AND SUBMITTED BY:
MICHAEL LOSEE, B.SC. DIVISION MANAGER, SOLID WASTE MANAGEMENT	JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Y:\Shared\Administration\Committee Reports\CWC 2020 07 Air and odour monitoring.docx

- C Ian Collins, Director, Director, Financial Services
John Freeman, Manager, Purchasing and Supply
Orest Katolyk, Chief Municipal Law Enforcement Officer
Rob Wrigley, London District Manager, MCEP

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	CONTRACT AWARD: TENDER NO. 20-87 DUNDAS STREET CYCLE TRACK

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the award of Dundas Street Cycle Track construction contract:

- (a) The bid submitted by Dufferin Construction Company, A division of CRH Canada Group Inc. at its tendered price of \$3,683,709.53, excluding HST, **BE ACCEPTED**; it being noted that the bid submitted by Dufferin Construction Company, A division of CRH Canada Group Inc. was the lowest of two bids received 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 for the material to be supplied and the work to be done relating to this project (Tender 20-87); 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 – October 4, 2016 – Infrastructure Canada Phase One Investments Public Transit Infrastructure Fund
- Civic Works Committee – January 10, 2017 – Queens Avenue and Colborne Street Cycle Tracks
- Strategic Priorities and Policy Committee – May 3, 2017- Rapid Transit Alternative Corridor Review
- Planning and Environment Committee – December 4, 2017 – Parking Strategy for Downtown London

- Planning and Environment Committee – February 19, 2019 – Draft Old East Village Dundas Street Corridor Secondary Plan
- Civic Works Committee – February 20, 2019 - Downtown OEV East-West Bikeway Corridor Evaluation
- Civic Works Committee – September 24, 2019 – Dundas Cycle Track Design Appointment of Consulting Engineer

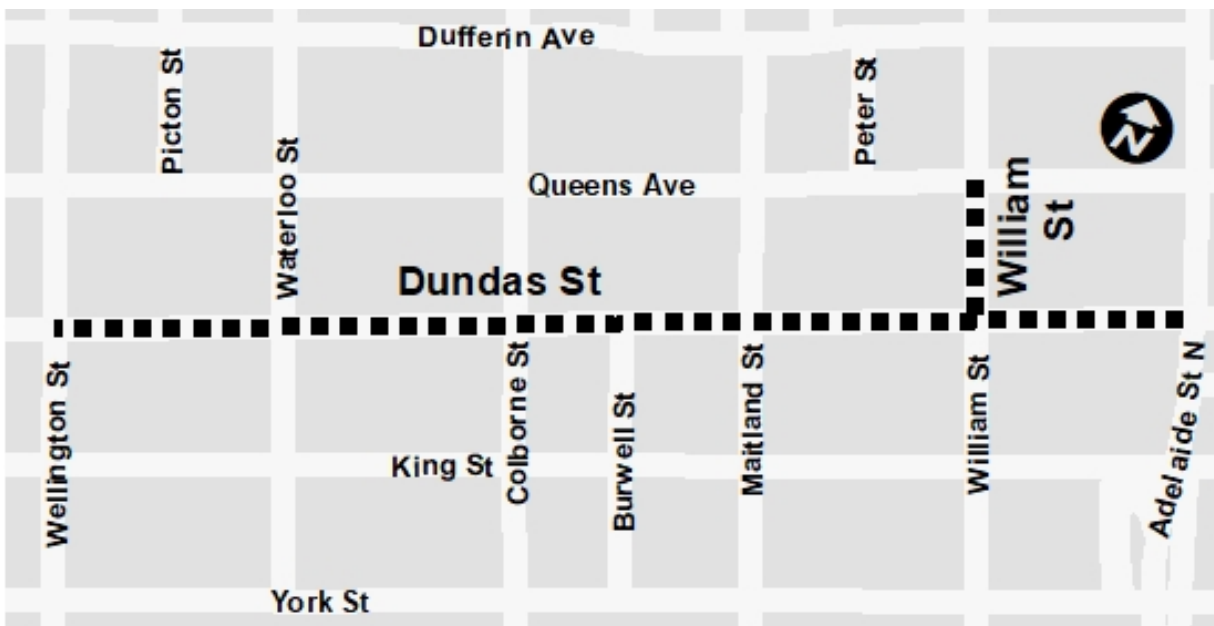
2019-23 STRATEGIC PLAN

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

This report recommends award of a tender RFT 20-87 for the Dundas Street Cycle Track project on Dundas Street from Wellington Street to Adelaide Street, and on William Street from Dundas Street to Queens Avenue.



Context

This project is the result of the recommendation from the Downtown OEV East-West Bikeway Corridor Evaluation, where the routing in the figure below was approved as the preferred alternative for east-west cycling connectivity.



The entire East-West Bikeway is an improved connection to the Thames Valley Parkway on the west side of downtown, a shared cycling route along Dundas Place between Ridout Street and Wellington Street, uni-directional cycle tracks on Dundas Street between Wellington Street and William Street, a cycling couplet on Dundas Street (eastbound) and Queens Avenue (westbound) between William Street and Quebec Street, with side street cycling connections proposed on William Street and

Quebec Street.

The majority of the east-west bikeway corridor will be completed in 2020 with final segments completed in 2021 and 2022 due to construction staging requirements in the area of the Old East Village.

DISCUSSION

Project Description

Dundas Street between Wellington Street and Adelaide Street is a dense commercial corridor with high transit ridership. William Street between Dundas Street and Queens Avenue has both residential and commercial properties with on street parking and large grass boulevards. The design for this project will implement separated cycling infrastructure, an enhanced streetscape, the City's first protected intersection at Colborne Street and Dundas Street, and will provide a net increase in the amount of on-street parking within the study area by one space.

This project is planned to be constructed this summer 2020 with the project being completed this fall 2020. There may also be some minor carry over finishing works into 2021.

The main elements of this project include:

- Installing unidirectional separated bike lanes
- Traffic signal and street light modifications
- Protected intersection at Dundas Street and Colborne Street
- Enhanced streetscaping along Dundas Street including unique pavers, planters, and trees
- Side street parking additions as a result of the parking survey completed

The proposed works approaching Adelaide Street have been coordinated with the ongoing Dundas OEV reconstruction and streetscaping project. This project has also given consideration for the future rapid transit downtown loop project at the intersection of Dundas and Wellington.

Traffic Management

Throughout the duration of construction, two vehicle lanes (one lane in either direction) are planned to remain open. It is anticipated there will be minor sidewalk closures and the contractor will provide appropriate accessible pedestrian signage to guide pedestrians through the construction site.

In order to minimize the impact on the public, local businesses and residents it is generally proposed to undertake the construction in stages as follows:

- Stage 1: Dundas Street (North side) from Colborne Street to William Street
- Stage 2: Dundas Street (South side) from Colborne Street to William Street
- Stage 3A: Dundas Street (North side) from Waterloo Street to 105m west of Waterloo Street
- Stage 3B: Dundas Street (North side) from Wellington Street to 105m east of Wellington Street, Dundas Street (North side) from Waterloo Street to Colborne Street, William Street from Dundas Street to Queens Avenue
- Stage 4: Dundas Street (South side) from Colborne Street to Wellington Street, Dundas Street from William Street to Adelaide Street

It should be noted that the breaking down of the construction into these stages minimizes impacts and inconvenience to the general public, local businesses and residents. The construction staging has been proposed to prioritize the work to be completed adjacent to Catholic Central High School. The construction staging has also been developed to minimize the impacts to on street parking along Dundas Street.

Advanced warning signage will be installed two weeks prior to the contractor starting work on site and public notices will be sent to all affected property owners, tenants and businesses.

Public Consultation

Public consultation has been critical to ensuring a successful project. Throughout the design stage staff held two public information centres, business focused meetings, advisory committee meetings, and met with individual stakeholders along the corridor.

Due to COVID-19, staff held the second public information centre online and the project team received feedback that has helped inform the detailed design. Staff will continue to consult with residents, property owners and businesses throughout the duration of construction.

Tender Summary

The tender for the Dundas Street Cycle Track project was posted on June 22, 2020 and closed July 7, 2020. Two contractors submitted tender prices as listed below, excluding HST.

CONTRACTOR		TENDER PRICE SUBMITTED
1.	Dufferin Construction Company, A division of CRH Canada Group Inc.	\$3,683,709.53
2.	Cassidy Construction London Ltd.	\$3,781,311.63

All tenders have been checked by the Environmental and Engineering Services Department. No mathematical errors were found. The results of the tendering process indicate a competitive process. All tenders include a contingency allowance of \$200,000.

Operating Budget Impacts

Additional annual sewer, transportation and parks operating costs attributed to new infrastructure installation are summarized in the following table.

SERVICE AREA	RATIONALE	ANNUAL OPERATIONAL COST INCREASE
Sewer Operations	Cleaning and flushing of additional sewers, manholes, and catchbasins.	\$200
Transportation Operations	Additional 1.3km of cycle track summer and winter maintenance	\$43,957
Parks Operations	Additional Planters and Streetscape enhancements	\$39,480

Traffic Signals Operations	Additional maintenance for detection systems and signal heads	\$10,500
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CONCLUSION

The Dundas Street Cycle Track project is another step forward in building sustainable and active transportation infrastructure for all ages and abilities. Providing desirable cycling infrastructure is essential to building a sustainable city and facilitating transportation alternatives. The need for this connection has been identified as a high priority in the Cycling Master Plan and confirmed in the East-West Bikeway Corridor Evaluation.

Civic Administration reviewed the tender bids and recommends Dufferin Construction Company, a division of CRH Canada Group Inc. be awarded the Dundas Street Cycle Track project in the amount of \$3,683,709.53 (excluding HST). Upon Council approval and contract award, staff will confirm a schedule with the contractor and initiate a communication program for the various construction locations.

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 – Source of Financing

cc: John Freeman, Manager, Purchasing and Supply
 John Stevely, Procurement Officer, Purchasing and Supply
 Gary McDonald, TCA
 Peter Kavcic, Transportation Design Engineer
 Shane Maguire, Roadway Lighting & Traffic Control Division
 Dufferin Construction Company, A division of CRH Canada Group Inc.
 WSP Canada Group Limited

APPENDIX 'A'

Chair and Members
Civic Works Committee

#20106
July 14, 2020
(Award Contract)

**RE: Tender No. 20-87 Dundas Street Cycle Track
(Subledger RD190017)
Capital Project 173919 - Active Transportation
Dufferin Construction Company, A division of CRH Canada Group Inc. - \$3,683,709.53 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCE 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 and City Engineer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$600,000	\$600,000	\$86,249		\$513,751
Construction	4,747,752	4,747,752	759,911	3,692,551	295,290
Construction (London Hydro)		55,024		55,024	0
<u>NET ESTIMATED EXPENDITURES</u>	<u>\$5,347,752</u>	<u>\$5,402,776</u>	<u>\$846,160</u>	<u>\$3,747,575</u> 1)	<u>\$809,041</u>

<u>SOURCE OF FINANCING:</u>					
Capital Levy	\$391,425	\$391,425	\$391,425		\$0
Debenture By-law No. W.-5654-291	2,277,726	2,277,726	31,528	1,845,722	400,476
Drawdown from City Services - Roads Reserve Fund (Development Charges) 2)	2,678,601	2,678,601	423,207	1,846,829	408,565
Other Contributions (London Hydro)		55,024		55,024	0
<u>TOTAL FINANCING</u>	<u>\$5,347,752</u>	<u>\$5,402,776</u>	<u>\$846,160</u>	<u>\$3,747,575</u>	<u>\$809,041</u>

Financial Note:

	<u>TS174919</u>	<u>London Hydro</u>	<u>Total</u>
1) Contract Price	\$3,628,686	\$55,024	\$3,683,710
Add: HST @13%	471,729	0	471,729
Total Contract Price Including Taxes	4,100,415	55,024	4,155,439
Less: HST Rebate @13%	407,864	0	407,864
Net Contract Price	<u>\$3,692,551</u>	<u>\$55,024</u>	<u>\$3,747,575</u>

- 2) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.
- 3) London Hydro has confirmed the approval of their contribution towards this project. The expenditures have increased to accommodate their contribution.
- 4) Annual operating costs to Sewer Operations, Transportation Operations, Parks Operations, and Traffic Signal Operations amount to \$200, \$43,957, \$39,340 and \$10,500 respectively.

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Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON JULY 14, 2020
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	CONTRACT AWARD: RFT 20-59 2020 INFRASTRUCTURE RENEWAL PROGRAM CONTRACT 12 – HIGHWAY AVENUE & LAMBETH AVENUE

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 contracts for the 2020 Infrastructure Renewal Program Contract 12 – Highway Avenue and Lambeth Avenue:

- (a) the bid submitted by 2044970 Ontario Inc (All Seasons Excavating) at its tendered price of \$3,292,000.00, excluding HST, for the 2020 Infrastructure Renewal Program, Contract 12 – Highway Avenue and Lambeth Avenue project, **BE ACCEPTED**; it being noted that the bid submitted by 2044970 Ontario Inc was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- (b) Spriet Associates Ltd, **BE AUTHORIZED** to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$292,545.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix A;
- (d) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (e) 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 (Tender 20-31); and
- (f) 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

- Civic Works Committee – July 17, 2017 - Agenda Item II.5 b) (iii) – Appointment of Consulting Engineers Infrastructure Renewal Program 2017-2019

2019-2023 STRATEGIC PLAN

This report supports the Strategic Plan in the following areas:

- Building a Sustainable City:
 - Build infrastructure to support future development and protect the environment.
 - Manage the infrastructure gap for all assets.
 - Protect and enhance waterways, wetlands and natural areas.
 - Improve the quality of pedestrian environments to support healthy and active lifestyles.

BACKGROUND

Purpose

This report recommends award of tender to 2044970 Ontario Inc, and continuation of consulting services to Spriet Associates Ltd for the reconstruction of:

- Highway Aveune from Wharncliffe Road to Edward Street;
- Lambeth Aveune from Wharncliffe Road to Edward Street

A project location map is included for reference in Appendix 'B'.

Context

Highway Avenue and Lambeth Avenue have each been identified as a high priority in the infrastructure renewal program due to the undersized storm sewer as well as the storm sewer, sanitary sewer and watermain systems being at the end of their life. This project will be split into two phases, Highway Avenue construction in 2020 and Lambeth Avenue construction in 2021 it being noted that both streets were tendered at the same time. Tendering of this project was delayed due to the COVID-19 virus pandemic.

DISCUSSION

Project Description

The 2020 Infrastructure Renewal Project Contract 12 – Highway Avenue and Lambeth Avenue includes the following improvements:

- replacement of sanitary sewers and private drain connections where applicable;
- replacement of storm sewers and private drain connections where applicable;
- installation of watermain and individual water services to property line where applicable;
- full road reconstruction including new asphalt, curb and gutter, and sidewalk;

Infrastructure replacement needs have been coordinated within the Environmental and Engineering Services Department. The funding for this project comes from the approved 2020 Wastewater and Treatment Capital Works Budgets.

Public Consultation

A project update meeting was not held for this project due to the COVID-19 restrictions. In lieu of the meeting, a letter was sent to all residents informing them of project schedule, work being done, construction impacts, and contact information for the project team. The letter also directed residents to the project website www.london.ca/HighwayIRP which contains more detailed information including the project drawings and tree report. Hard copies of materials were distributed upon request.

Tree Impacts

Trees are an important asset to the City of London and best efforts are being made to maintain and protect trees as part of construction projects. All Infrastructure renewal projects require the design consultant to retain a Certified Arborist to analyze all trees on City Right-Of-Way within the project limits. It is the arborist's role to assess each tree, prepare a Tree Inspection Report, and assist in the creation of tree protection plans. These assessments include determining the health and structure of each tree and evaluating the impact of construction. A Tree Inspection Report is prepared for each project which provides recommendations for tree removal/retention, and special conditions for preservation. To ensure consistency, project staff work closely with Forestry Operations to manage tree impacts within the construction projects.

Evaluated trees are reviewed for health risk status based on the International Society of Arboriculture standards. During the evaluation process trees can be deemed unhealthy, have a poor structure, or have a limited remaining life span. The anticipated root damage during the excavation work is also considered. The risks associated with unsafe trees includes falling limbs, branches, and entire trees. All trees deemed not suitable to keep are removed as they are a hazard to both people and their property. Trees may also be removed if the tree's trunk or major root locations directly conflict with the installation of road, water, or sewer infrastructure.

Based on the arborist's assessment, a total of 14 trees are required to be removed on Highway Avenue. It should be noted that all of these trees are being removed due to health and construction impacts and that no alternative infrastructure design options are available to limit the loss of these trees. The bulk of the tree removals on Highway Avenue took place in June 2020. These removals included a total of 2 small trees and 10 large trees. There are 2 large trees temporarily retained due to the presence of nests. These 2 trees will be removed outside the bird nesting period or once clearance is received from a subsequent arborist nesting review. Removal of a total of 21 small trees and 17 large trees on Highway Avenue was not required. These trees will be protected as construction proceeds.

The arborist's assessment determined a total of 16 trees are required to be removed on Lambeth Avenue. It should be noted that all of these trees are being removed due to health and construction impacts and that no alternative infrastructure design options are available to limit the loss of these trees. Tree removals on Lambeth Avenue are scheduled for Winter/Spring 2021. These removals include a total of a total of 1 small tree and 15 large trees. Removal of a total of 23 small trees and 5 large trees on Lambeth Avenue was not required. These trees will be protected as construction proceeds.

Once notified by the construction team that the project is complete and all warranty items have been resolved, Forestry Operations will assess the street for planting at the next available opportunity (spring or fall). Residents adjacent to the proposed planting sites will be notified via letter. Residents do have the opportunity to refuse the tree if they do not want one replanted.

Service Replacement

In conjunction with the construction of this project, the City is replacing existing sewer

private drain connections (PDCs) to approximately two metres back of curb, where applicable. As part of this project the water service connections will be replaced to the property line. The property owner may elect to replace their private side connection at their own cost. Homeowners may also be eligible to participate in the Lead Service Extension Replacement Loan Program.

Tender Summary

The tenders for the 2020 Infrastructure Renewal Program Contract 12 – Highway Avenue and Lambeth Avenue Project closed on June 10, 2020. Six contractors submitted tender prices as listed below, excluding HST.

CONTRACTOR		TENDER PRICE SUBMITTED
1.	2044970 Ontario Inc	\$3,292,000.00
2.	Omega Contractors Incorporated	\$3,457,221.18
3.	CH Excavating (2013)	\$3,554,640.42
4.	Bre-Ex Construction Incorporated	\$3,824,988.29
5.	291 Construction Ltd	\$3,987,093.20
6.	J-AAR Excavating Limited	\$3,995,130.60

All tenders have been checked by the Environmental and Engineering Services Department and Spriet Associates (London) Ltd. No mathematical errors were found. The results of the tendering process indicate a competitive process. The tender estimate prior to tender opening was \$3,365,886.00, excluding HST. All tenders include a contingency allowance of \$250,000.

Consulting Services

Spriet Associates Ltd. was awarded the detailed design of the Highway Avenue and Lambeth Avenue project by Council on July 25, 2017. The majority of the design fees were funded by the Clean Water and Wastewater Funding (CWWF). Due to the consultant’s knowledge and good performance on the detailed design, the consultant was invited to submit a proposal to carry out the contract administration and resident supervision for this project. Spriet Associates Ltd. submitted a proposal which included an upset limit of \$292,545.00. This proposal contains a 10% contingency.

Staff have reviewed the fee submission, including the time allocated to each project task, along with hourly rates provided by each of the consultant’s staff members. That review of assigned personnel, time per project task, and hourly rates was consistent with other Infrastructure Renewal Program assignments of similar scope. The continued use of Spriet Associates Ltd. on this project for construction administration is of financial advantage to the City because the firm has specific knowledge of the project, and has undertaken work for which duplication would be required if another firm were to be selected.

In addition to the financial advantage, there are also accountability and risk reduction benefits. The City requires a Professional Engineer to seal all construction drawings. These “record drawings” are created based on field verification and ongoing involvement by the professional engineer. This requirement promotes consultant accountability for the design of these projects, and correspondingly, reduces the City’s overall risk exposure. Consequently, the continued use of the consultant who created and sealed the design drawings is required in order to maintain this accountability process and to manage risk.

In accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy, civic administration is recommending that Spriet Associates Ltd. be authorized to carry out the remainder of engineering services, as construction administrators, and complete this project for a fee estimate of \$292,545.00, excluding HST. These fees are associated with the construction contract administration and resident supervision services to ensure that the City receives the product specified and associated value. The approval of this work will bring the total engineering services for this project to \$550,165.00, excluding HST, between 2017 through 2020.

Operating Budget Impacts

Additional annual sewer, water, and transportation operating costs attributed to new infrastructure installation are summarized in the following table.

DIVISION	RATIONALE	ANNUAL OPERATIONAL COST INCREASE
Transportation Operations		\$0
Sewer Operations		\$0
Water Operations	Additional valves and hydrants	\$600
Total		\$600

CONCLUSION

Civic Administration has reviewed the tender bids and recommends 2044970 Ontario Inc be awarded the construction contact for Contract 12 – Highway Avenue and Lambeth Avenue.

Spriet Associates Ltd has demonstrated an understanding of the City's requirements for this project, and it is recommended that this firm continue as the consulting engineer for the purpose of contract administration and resident supervision services, as it is in the best financial and technical interests of the City.

SUBMITTED BY:	CONCURRED BY:
AARON ROZENTALS, GDPA, 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 & ENGINEERING SERVICES & CITY ENGINEER	

KJC/DH

Attach: Appendix 'A' – Sources of Financing
Appendix 'B' – Location Map

c.c. John Freeman
Ugo DeCandido
Spriet Associates

Gary McDonald
Chris Ginty

Doug MacRae
2044970 Ontario Inc

APPENDIX 'A'

Chair and Members
Civic Works Committee

#20101
July 14, 2020
(Award Contract)

**RFT20-59 2020 Infrastructure Renewal Program - Contract 12-Highway Avenue & Lambeth Avenue
(Subledger WS18C002)**

Capital Project EW376519 - Water Infrastructure Renewal

Capital Project ES241420 - Infrastructure Renewal Program - Sanitary Sewer

Capital Project ES254020 - Infrastructure Renewal Program - Stormwater Sewers & Treatment

2044970 Ontario Inc (All Seasons Excavating) - \$3,292,000 (excluding H.S.T.)

Spriet Associates Ltd - \$292,545.00 (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, the detailed source of financing for this project is:

SUMMARY OF ESTIMATED EXPENDITURES	Approved Budget	Committed to Date	This Submission	Balance for Future Work
<u>EW376519 - Water Infrastructure Lifecycle Renewal</u>				
Engineering	1,900,000	1,662,077	119,077	118,846
Construction	10,393,082	7,267,665	1,339,976	1,785,441
City Related Expenses	536	536		0
	<u>12,293,618</u>	<u>8,930,278</u>	<u>1,459,053</u>	<u>1,904,287</u>
<u>ES241420 - IRP - Sanitary Sewers</u>				
Engineering	1,724,865	1,102,252	89,308	533,305
Engineering (Utilities Share)	68,176	68,176		0
Construction	8,543,460	5,457,105	1,004,982	2,081,373
Construction (Utilities Share)	1,257,613	1,257,613		0
City Related Expenses	25,000			25,000
	<u>11,619,114</u>	<u>7,885,146</u>	<u>1,094,290</u>	<u>2,639,678</u>
<u>ES254020 - IRP - Stormwater Sewers & Treatment</u>				
Engineering	2,000,000	1,031,958	89,307	878,735
Construction	11,402,850	5,336,486	1,004,982	5,061,382
City Related Expenses	100,000			100,000
	<u>13,502,850</u>	<u>6,368,444</u>	<u>1,094,289</u>	<u>6,040,117</u>
NET ESTIMATED EXPENDITURES	<u>\$37,415,582</u>	<u>\$23,183,868</u> ¹⁾	<u>\$3,647,632</u>	<u>\$10,584,082</u>

SUMMARY OF FINANCING:

EW376519 - Water Infrastructure Lifecycle Renewal

Capital Water Rates	7,692,100	7,692,100	0	0
Drawdown from Capital Water Reserve Fund	4,040,518	677,178	1,459,053	1,904,287
Federal Gas Tax	561,000	561,000		0
	<u>12,293,618</u>	<u>8,930,278</u>	<u>1,459,053</u>	<u>1,904,287</u>

ES241420 - IRP - Sanitary Sewers

Capital Sewer Rates	5,642,540	1,908,572	1,094,290	2,639,678
Federal Gas Tax	4,650,785	4,650,785		0
Other Contributions (Utilities)	1,325,789	1,325,789		0
	<u>11,619,114</u>	<u>7,885,146</u>	<u>1,094,290</u>	<u>2,639,678</u>

ES254020 - IRP - Stormwater Sewers & Treatment

Capital Sewer Rates	2,277,960	2,277,960		0
Drawdown from Sewage Works Reserve Fund	11,214,166	4,079,760	1,094,289	6,040,117
Other Contributions	10,724	10,724		0
	<u>13,502,850</u>	<u>6,368,444</u>	<u>1,094,289</u>	<u>6,040,117</u>

TOTAL FINANCING

	<u>\$37,415,582</u>	<u>\$23,183,868</u>	<u>\$3,647,632</u>	<u>\$10,584,082</u>
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1) Financial Note (Engineering)

	EW376519	ES241420	ES254020	Total
Contract Price	\$117,018	\$87,764	\$87,763	\$292,545
Add: HST @13%	15,212	11,409	11,409	38,030
Total Contract Price Including Taxes	<u>132,230</u>	<u>99,173</u>	<u>99,172</u>	<u>330,575</u>
Less: HST Rebate	13,153	9,865	9,865	32,883
Net Contract Price	<u>\$119,077</u>	<u>\$89,308</u>	<u>\$89,307</u>	<u>\$297,692</u>

Financial Note (Construction)

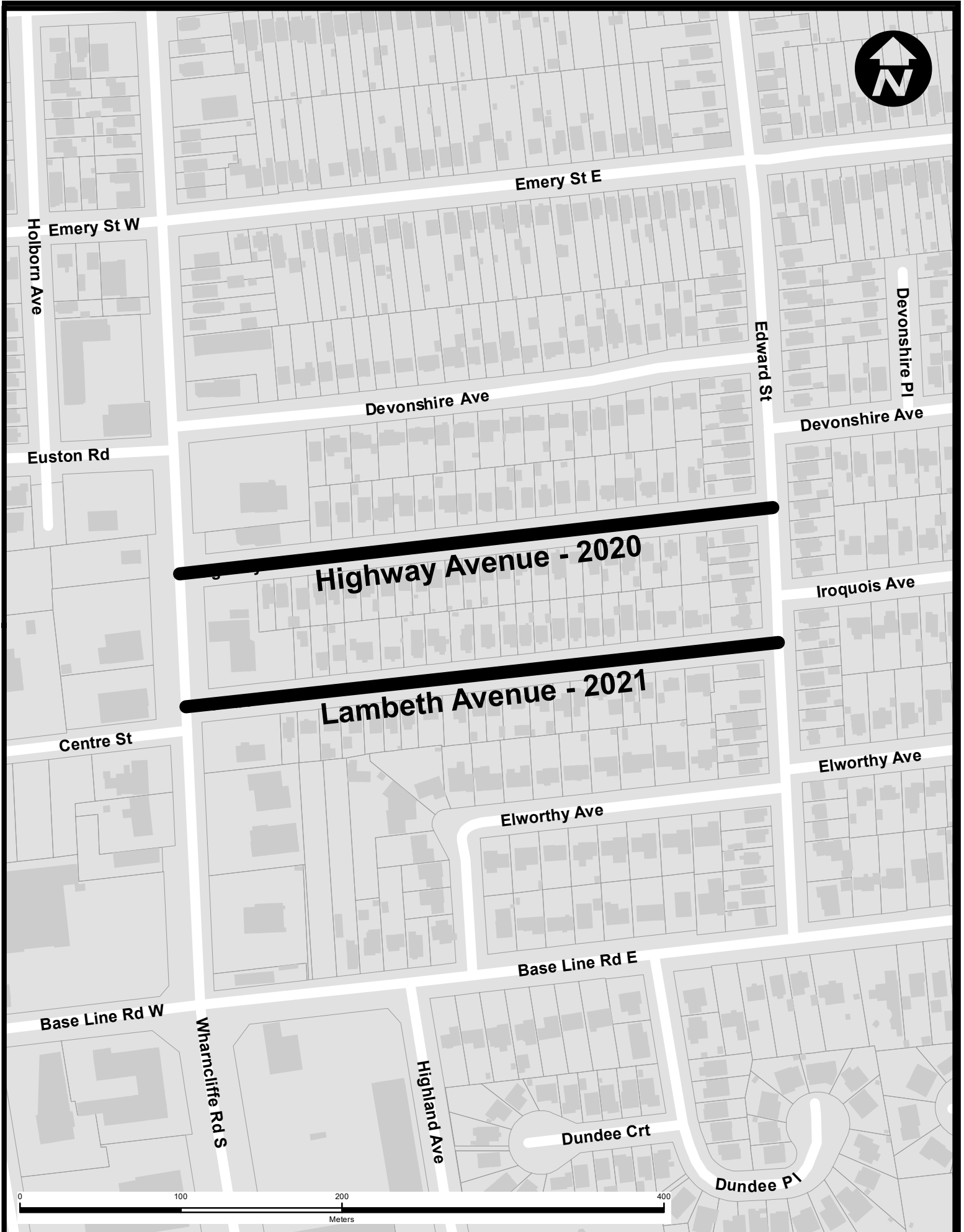
Contract Price	\$1,316,800	\$987,600	\$987,600	\$3,292,000
Add: HST @13%	171,184	128,388	128,388	427,960
Total Contract Price Including Taxes	<u>1,487,984</u>	<u>1,115,988</u>	<u>1,115,988</u>	<u>3,719,960</u>
Less: HST Rebate	148,008	111,006	111,006	370,020
Net Contract Price	<u>\$1,339,976</u>	<u>\$1,004,982</u>	<u>\$1,004,982</u>	<u>\$3,349,940</u>
Total by Project	<u>\$1,459,053</u>	<u>\$1,094,290</u>	<u>\$1,094,289</u>	<u>\$3,647,632</u>

2) There will be additional annual operating costs to Water Operations for \$600.

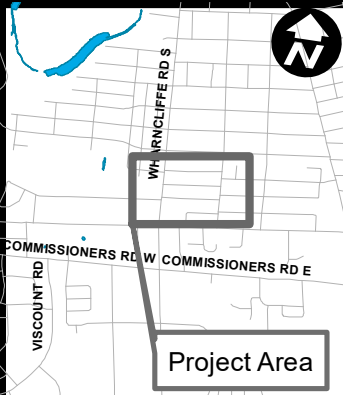
ms

Jason Davies
Manager of Financial Planning & Policy

APPENDIX 'B'



LOCATION MAP



**2020/2021 Infrastructure Renewal Program
Contract 12 - Highway Avenue &
Lambeth Avenue**

2020 Construction
Highway Avenue from Wharncliffe Road South to Edward Street

2021 Construction
Lambeth Avenue from Wharncliffe Road South to Edward Street

Map Produced by
the Wastewater &
Drainage Engineering
Division
May 27 2020 CM



**London
CANADA**

300 Dufferin Avenue,
PO Box 5035
London, Ontario
N6A 4L9
www.London.ca

From: Heather Sanderson
Sent: Monday, July 06, 2020 8:49 AM
To: CWC <cwc@london.ca>
Subject: Re: [EXTERNAL] Request for Delegation - July 14

Good Morning

On July 14 I will be presenting with my arborist Calvin McCallum regarding the tree removal on Lambeth Avenue.

Attached you will find a report put together by Calvin detailing the contradictions with certain trees being saved and other trees being removed.

I am requesting a meeting between arborist Calvin McCallum, and the engineer on this project, Taylor Eckert on site to discuss the preservation of 6 trees specifically on Lambeth Ave.

Please let me know if there is any other information I can provide. Further, what time is the meeting set for on July 14?

Thank you,
Heather



"CARING FOR LONDON & AREA SINCE 1988"

To whom this may concern,

We've been retained by the residents of Lambeth Ave and Highway Ave to provide a 3rd party opinion on the city owned trees of both streets. Our clients have concerns about the number of trees being removed or scheduled to be removed, and the reasoning behind the removals.

I regularly do pre-construction consulting for several engineering firms in London and have an extensive background in tree removals and trimming for infrastructure projects.

Our clients were able to provide some documentation for me to work with, however a site visit is required with the engineer in charge of the project, their consulting arborist, and a forestry department manager to explore options of trees that could be retained based on my findings.

I inspected every tree that is left on Highway Ave, as Davey tree has already removed the majority of trees on this street. I also inspected all trees on Lambeth Ave that are going to be impacted by the construction project. A full comprehensive report has not been provided in order to keep my billing's minimal for the residents. I have provided my findings at the end of this letter.

As a certified arborist I found the provided report to be contradictory in certain locations where trees that are to be retained show the same defects and abnormalities as trees that are to be removed and vice versa.

When I am consulting for pre-construction I have the ability to work directly with the engineer designing the project to bounce ideas back and forth. In this case our services are being utilized in a reactive situation, and this makes it difficult to reach out for any information from the engineer in charge.

All opinions in this report are from an unbiased standpoint and are strictly my professional opinions as an ISA certified arborist.

We would like to have a one hour meeting onsite to discuss my findings, and explore some options that may save some of the trees on these streets. After the site meeting it will be easier for me to explain to the residents why any given tree must be removed even if it doesn't show any defects or abnormalities and doesn't present any immediate liability.

We are hoping that by working together we can come to a logical resolution to retain some of the trees that are listed for removal, and put the local resident's minds at ease during this sensitive project.

Regards,
Calvin McCallum, Co-Owner
ISA certified arborist ON1295-A

7024 KERR RD, LONDON ON N6N 1C5 ~ 519-685-0257 ~ INFO@CLCTREESERVICES.COM



"CARING FOR LONDON & AREA SINCE 1988"

LIST OF FINDINGS

Highway Ave

19 Highway

Crack in trunk and 1/2 canopy loss from soil born pathogen that was ramped last year in Norway Maples.

Why wasn't it removed

27

Twisting trunk crack from ground to approximately 4m ending at branch union.

Likely girdled roots and heavy soil compaction.

Why wasn't it removed

49

Girdling roots with some die back.

No liabilities present and less structural defects than previously mentioned trees that are being retained.

Active bird nest in small cavity over driveway.

If ecological sewer or bit survey was completed, which is legally required from April 1st to august 31st due to migratory bird act which is a federal law.

If we were contracted to do the tree removals we would have provided this before commencing any tree work.

61

Norway maple

Sub surface girdling roots on east side of trunk.

Main trunk union has included bark and weak attachment point.

Easy limb is likely to fail.

Weight reduction on east portion of tree will limit the amount of stress on the union and tree could likely be retained, but based on

trees that are to be removed due to liability, I'm not sure why this wasn't mentioned.



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Highway Ave, continued

243 Edward St

Norway maple at garage.

Major girdling roots and exposed root plate.

Tree is heavily weighted over road way due to hydro trimming.

Branches over road way will need major trimming to allow access for excavators and there will be minimal canopy retained.

Not sure why the tree is being retained.

56

Obvious removal due to fruiting fungal bodies at main branch unions.

Pheasant back mushroom.

Lambeth Ave

16 retainable

What is the construction conflict exactly and is there any other options.

Site meeting required

19

Basswood sp.

Large trunk crack leading to main union with included bark and structural defects.

Poses liability to public.

Was this noted or any remediation options given? Otherwise should be removed if not willing to cable and brace.

21 retainable

What is the conflict? Site meeting required

Tree has defects but shows no immediate liability.



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Lambeth Ave. continued

24 retainable?

Upon further inspection, deep cavity present at first branch union. Could pose liability.
Removal required

27 retainable

What is the conflict? Site meeting required
We remediation or other options given in attempt to save the tree?

28

basal defects and abnormalities present liability. Removal required.

38

Tip die back
Obvious trunk and root flare defects.

Thick layer of grass at base of tree indicating internal rot that ants and other insects are tunneling through.

Not sure why it is to be retained? Poses liability and will cost more to the city to move PDC's etc.

42

What is the conflict? Site meeting required
Limited defects, and healthy canopy.
Are there any options to retain?

45

What is the conflict? Site meeting required.
Yes it is perched high, but not posing risk of failure.
Regular arboricultural maintenance will limit sail effect in canopy.
Are there options to retain

48

Major defect at trunk flare.
Large girdling roots
Multiple main branches from same trunk location.
Poses limited liability but likely won't live a long full life.



"CARING FOR LONDON & AREA SINCE 1988"

Lambeth Ave. continued

50

What is the conflict?

Yes there is major root issues but the tree poses limited liability and has a healthy canopy.

Trimming for equipment clearance and balancing on house side will reduce stress on main trunk.

51

What is the conflict?

Canopy is healthy.

Limited liability

*homeowner was present at time of inspection and noted that the roots from the tree are in his sewer line.

Likely a removal due to sewer issues

55

Sub surface girdling roots on south and east side of trunk. Air spade to expose and cut.

Soil compaction issues should be address

56

Major included bark.

Minor tip die back

Root plate rot on south side of root flare

Likely not retainable

58 retainable

What is the conflict? Site meeting required

Healthy canopy

Limited liability present.

We're other options offered or explored?

261 Edward

Basal rot present on north west side of trunk.

Presents liability.

Removal required

257 Edward

Major cavity at root flare on north side

Presents liability. Removal required

Shauna & David Andrews
68 Nithview Drive
New Hamburg, Ontario

June 1, 2020

Civic Works Committee
300 Dufferin Ave.
London, Ontario
N6A 4L9

Dear Committee Members:

I am writing to you with a request for something that is very important and very close to my family's heart. My name is Shauna Andrews. I am the mother of Cody Andrews.

On September 8, 2016, my 23-year-old son was a passenger in my nephew's car travelling on Dundas St., in London. There was a horrific crash caused by an impaired driver. The impaired driver ran a red light at unfathomable speed on Highbury Avenue. He hit my nephew's car, and my son Cody, and the other back seat passenger, Jerry Petrie, were killed. My nephew Eric and his friend Carly were severely injured. I would prefer not to go into any detail, as it very traumatic and horrid to relive. The whole situation is just awful and there are no words.

Nothing could have prepared us for losing our son, especially in this most horrid way. I'm not sure how we have survived everyday since losing Cody. It has been a long and broken hearted 3.5 years without him. His loss is massive, a deep gut wrenching hole that never gets better. He is immensely missed; there are just no other words to describe it.

I became involved with Madd Canada early after Cody died. They have provided my family and I unending support and care. Each year, Madd Canada holds a conference in which they offer a vigil, to honour victims and survivors of impaired driving. It is such a beautiful and poignant ceremony. This is only one of the ways that they honour our loved ones that died so needlessly and preventably. Madd Canada allows me to honour my son with love and hope. I could not save my son's life, but by sharing what happened to Cody, I can help save someone's life. And that all in itself confirms to me that Cody lives on, and that he did not die in vain.

One way MADD Canada honours those killed by impaired drivers is through their Provincial Memorial Road Sign Program. In several provinces, including Ontario, MADD Canada installs Memorial Road Signs on provincial highways at the site of crashes involving impaired drivers.

My son was killed on a municipal road and the program is limited to provincial highways. However, MADD Canada has worked with various municipalities to install Memorial Road Signs. We are aware that a sign was approved last year (and is waiting to be installed) in Niagara after a young woman was tragically killed. The City of Hamilton is working on a sign for a young man who was killed a few years ago. Other municipalities have installed signs since MADD Canada began this program in 2007.

On behalf of myself, my husband Dave, our daughter Sara, and Rose Imhoff, mother of Jerry Petrie, I am asking if you would honour my son Cody and Jerry Petrie and please erect a roadside memorial sign at the crash site? (Dundas & Highbury) The roadside memorial will ensure that their memory lives on, and will serve as an important reminder to drivers, that if this can happen to Cody and Jerry, that it can happen to them as well. It is a stark reminder not to drive impaired. Visually, the sign is comprised of MADD Canada's red ribbon and "In Memory of .." It is very simple, and very powerful. I ask you with all my heart that you please consider and allow this request.

Rose Imhoff, Jerry's mother, is a resident of London. My nephew and sister in law live in London as well. Although we do not live in London, my family roots are deep there. I have several members of my family that have made London their home. My father and mother lived there when they were first married and I was born at St. Joseph's Hospital. My daughter attended Fanshawe College for 3 years, and called London her home away from home. (Cody was killed on her second day of college).

We did not know Jerry Petrie or his mother Rose. Cody did not know Jerry either, he had met him just days before the crash, as he was my nephew's friend. I did not want to ask for this memorial without including Jerry. I contacted my sister-in-law who is friends with Rose to ask if this was okay with her. My sister-in-law confirmed that Rose is very touched by our request and would very much like her son to be honoured with Cody if allowed.

Somehow I am trying as hard as I can, to find the strength to share my son's beautiful life, and the horrid consequence of driving impaired. No other family should suffer a loss this great. I need to make a difference. I need to change things. I need to help. And I need your help, please. I need you to allow this memorial sign and bring awareness and belief that we will make a difference in stopping impaired driving. Impaired driving in the community of London is on the rise. The Crown prosecutor in my son's court case confirmed that, as did the judge. We have the means to do something significant and thought provoking here. And that is a great start to deter others from driving impaired.

I have spoken with MADD Canada and they fully support this initiative and are prepared to work with you. Please see the letter of support they have written.

I would be glad to speak with you in more detail, either by phone or email.

I appreciate your time and your careful consideration. Thank you very much.

Kind Regards,

Shauna Andrews



PO Box 45531 Chapman Mills, Ottawa, ON K2J 0P9
Tel: 613-843-8877 • Toll Free 866-876-5224 • Web: madd.ca • Email: ssullivan@madd.ca

June 25, 2020

Civic Works Committee
300 Dufferin Ave.
London, Ontario
N6A 4L9

Re: Request for MADD Canada Memorial Road Sign for Cody Andrews

Dear Committee Members:

MADD Canada's mission is to stop impaired driving and to support victims of this violent crime. As you know, impaired driving related crashes remain the leading criminal cause of death in Canada. An average of four people are killed every day in crashes where there is the presence of alcohol and/or drugs and 60,000 Canadians are injured every year. One of the ways MADD Canada honours victims and their families and educates the public about the dangers of impaired driving is through our Memorial Road Sign Program. In 2007, we signed an MOU with the Province of Ontario regarding Memorial Road Signs on provincial highways where someone was killed as a result of an impaired driving crash. We have similar agreements with Manitoba, Saskatchewan and Alberta and are working on programs in several other provinces.

Our agreement with the province is limited to provincial highways but we have installed MADD Canada Road Signs in some municipalities. The two most recent examples are Niagara Falls and Hamilton (with whom we are negotiating an MOU).

MADD Canada is in complete support of the request by Dave and Shauna Andrews to install a Memorial Road Sign for their son, Cody. I have been fortunate to get to know Dave and Shauna and their daughter Sara and am inspired by their courage and their commitment to Cody's memory. They have chosen to share their son with the public so they can raise awareness about the impact of impaired driving and the very real consequences of such dangerous behaviour.

MADD Canada encourages you to approve their request and we are prepared to do whatever we can to support the installation of a MADD Canada Memorial Sign. We will share details of our agreement with the province and as we do with provincial signs, MADD Canada will cover the cost of the sign. I am happy to answer any questions you may have about our program.

We look forward to hearing from you. For further information, please contact me at 866-876-5224 or ssullivan@madd.ca.

Sincerely,

Steve Sullivan
Director of Victim Services
MADD Canada

Charitable Registration No. 13907 2060 RR0001

DEFERRED MATTERS

**CIVIC WORKS COMMITTEE
(as of July 6, 2020)**

Item No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<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	Q2 2020	K. Scherr J. Dann	
2.	<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> <p>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,</p> <p>ii) an Options Report for the introduction of a semi or fully automated garbage collection system including considerations for customers and operational impacts.</p>	Jan 10/17	Q3 2019	K. Scherr J. Stanford	Q2 2020
3.	<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</p>	Aug 12/19	Jan 2020	K. Scherr	Q2/Q3 2020

	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.				
4.	<p><u>745-747 Waterloo Street</u></p> <p>That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of The Y Group Investments and Management Inc., relating to the property located at 745-747 Waterloo Street:</p> <p>b) the Civic Administration BE REQUESTED to review, in consultation with the neighbourhood, the traffic and parking congestion concerns raised by the neighbourhood and to report back at a future Planning and Environment Committee meeting;</p> <p>it being further noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:</p> <p>a communication from B. and J. Baskerville, by e-mail; a communication from C. Butler, 863 Waterloo Street; and, a communication from L. Neumann and D. Cummings, Co-Chairs, Piccadilly Area Neighbourhood Association;</p> <p>it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the <u>attached</u> public participation meeting record made oral submissions regarding these matters; it being further noted that the Municipal Council approves this application for the following reasons:</p> <p>the recommended Zoning By-law Amendment would allow for the reuse of the existing buildings with an expanded range of office conversion uses that are complementary to the continued development of Oxford Street as an Urban Corridor, consistent with The London Plan policies for the subject site. Limiting the requested Zoning By-law Amendment to the existing buildings helps to ensure compatibility with the surrounding heritage resources and also that the requested parking and landscaped area deficiencies would not be perpetuated should the site be redeveloped in the future. While the requested parking deficiency is less than the</p>	Oct 2/18	Q2 2020	K. Scherr	

	<p>minimum required by zoning, it is reflective of the existing conditions. By restricting the office conversion uses to the ground floor of the existing building at 745 Waterloo Street and the entirety of the existing building at 747 Waterloo Street (rather than the entirety of both buildings, as requested by the applicant), the parking requirements for the site would be less than the parking requirements for the existing permitted uses. The applicant has indicated a willingness to accept the special provisions limiting the permitted uses to the ground floor of the existing building at 745 Waterloo Street and to the entirety of the existing building at 747 Waterloo Street.</p>				
5.	<p><u>Best Practices for Investing in Energy Efficiency and GHG Reduction</u></p> <p>That Civic Administration BE REQUESTED to develop a set of guidelines to evaluate efficiency and Greenhouse Gas reduction investments and provide some suggested best practices.</p>	June 18/19	Q4 2020	K. Scherr	
6.	<p><u>Area Speed Limit Program</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 implementation of the Area Speed Limit program:</p> <p>a) the proposed by-law, attached as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020, for the purpose of amending the Traffic and Parking By-law (PS-113);</p> <p>b) the Area Speed Limit Program BE IMPLEMENTED on local and collector streets in neighbourhoods where the London Transit Commission have identified none, limited or low impact to transit service; and,</p> <p>c) implementation of the Area Speed Limit Program in neighbourhoods where the London Transit Commission have identified as having a medium or high impact to transit service BE DEFERRED until transit impact data from the initial areas is analyzed.</p>	Mar 10/2020	TBD	K. Scherr S. Maguire	
7.	<p><u>Parking Changes</u></p> <p>That the following actions be taken with respect to overnight parking restrictions contained in the Traffic and Parking By-law PS-113, as amended and the Administrative Monetary Penalty System By-law, A-54, as amended:</p> <p>a) the Civic Administration BE DIRECTED to bring forward for consideration the following amendments to Traffic and Parking By-law PS-113, as amended:</p>	Mar 10/20	TBD	K. Scherr	

	<p>i) section 9(1)n) of the By-law be amended to provide for parking on a roadway or shoulder for 18 hours, instead of the current 12 hour restriction; it being noted that this amendment would be brought forward as part of the omnibus review of the By-law;</p> <p>ii) until such time as i. above is in effect, an administrative practice be implemented to provide for warnings to be given to the owner(s) of vehicles who exceed the current 12 hour restriction; and,</p> <p>iii) section 9(3) of the By-law be amended to allow the parking of non-recreational vehicles between April 30th and November 1st of each year, commencing April 30, 2020;</p> <p>b) the Civic Administration BE DIRECTED to include as part of the staff report being brought forward on March 31, 2020 with respect to the Administrative Monetary Penalty System By-law A-54, as amended, an amendment to the By-law to increase parking violation fines by \$5.00 in order to achieve By-law compliance;</p> <p>it being noted that the winter road maintenance program for the City of London aligns with the proposed overnight program noted in a)iii. above; it being further noted that the current additional restrictions with respect to on-street parking in near campus neighbourhoods would remain in effect. (2020-T02)</p>				
8.	<p><u>Material Recovery Facility (MRF) Operations</u></p> <p>That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and with the support of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the provision of Material Recovery Facility (MRF) Operations services:</p> <p>a) the Civic Administration BE DIRECTED to negotiate a single source agreement for the procurement of MRF Operations services, as per Section 14.4 (d) and (e) of the Procurement of Goods and Services Policy, with Miller Waste Systems Inc. for a term of two years and four months (28 months), with two, one-year extension options at the sole discretion of the City; it being noted that the final contract will be subject to approval by Municipal Council and the Civic Administration will report back on the outcome of the negotiations; and,</p>	Apr 15/20	TBD	<p>K. Scherr J. Stanford</p> <p>E. Holder A. Thompson</p>	

	<p>b) the Mayor BE REQUESTED to advise the Ontario Ministry of the Environment, Conservation and Parks (MECP) and the Association of Municipalities of Ontario (AMO) that The Corporation of the City of London would like to transition the processing and marketing of recyclables to full producer responsibility on January 1, 2023 and would be interested in examining the opportunities of working with producers (industry) on the future role of London's Regional MRF; it being noted that a comprehensive response and rationale as requested by AMO will be provided by June 30, 2020. (2020-E07)</p>				
9.	<p><u>Active Transportation Manager</u></p> <p>a) the Civic Administration BE DIRECTED to develop a plan for the creation of an Active Transportation Manager under Environmental & Engineering Services and the City Engineer, including options to offset the costs for such a position through the reallocation of resources including but not limited to the redeployment of unfilled positions in the "Smart Cities" area;</p> <p>b) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by the end of Q3 2020 with an update on progress made with regard to this initiative; it being noted and understood that the City of London is currently in a hiring freeze and hiring would occur once this has concluded; and,</p> <p>c) the Civic Administration BE DIRECTED to investigate opportunities to address the immediate need of residents for secure bicycle parking in key locations as existing budget opportunities allow; it being noted providing secure bike parking in the Core Area relates to several council approved components of the Core Area Action Plan.</p>	June 23/20	TBD	K. Scherr D. MacRae	