

Civic Works Committee

Report

The 12th Meeting of the Civic Works Committee
October 20, 2020

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

ALSO PRESENT: J. Bunn, J. Taylor and B. Westlake-Power

Remote Attendance: Councillor J. Helmer; S. Chambers, A. Macpherson, D. MacRae, S. Mathers, C. Saunders, K. Scherr, M. Schulthess, G. Smith, S. Stafford and J. Stanford

The meeting was called to order at 12:00 PM; it being noted that the following Members were in remote attendance: Councillors M. Cassidy and P. Van Meerbergen

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in clause 5.1, having to do with Item 4 of the Deferred Matters List, related to the properties at 745 and 747 Waterloo Street, by indicating that his daughter owns a business located at 745 Waterloo Street.

2. Consent

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Peloza, and E. Holder

Motion Passed (6 to 0)

2.1 Award of Consulting Engineering Services for Detailed Design of the Springbank Reservoir 1 and 3 - Roof Membrane Replacement and Reservoir Repairs RFP 20-44

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting engineering services for RFP 20-44 Detailed Design of the Springbank Reservoir 1 and 3, Roof Membrane Replacement and Reservoir Repairs (EW3583):

a) the proposal submitted by R.V. Anderson Associates Limited, 557 Southdale Road East, Suite 200, London Ontario N6E 1A2, in the amount of \$294,901.00, including \$67,718 contingency (excluding HST) BE AWARDED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;

- 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 the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to effect these recommendations. (2020-V07)

Motion Passed

2.2 Amendments to the Traffic and Parking By-law

Moved by: S. Lewis
Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated October 20, 2020, BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2020-T02)

Motion Passed

2.3 Appointment of Consulting Engineers - Infrastructure Renewal Program

Moved by: S. Lewis
Seconded by: P. Van Meerbergen

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 2022 and future Infrastructure Renewal Program 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) R.V. Anderson Associates Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2022 Infrastructure Renewal Program Assignment I, Labatt Trunk Sewer Siphon Replacement, in the total amount of \$208,813.00, including contingency, (excluding HST);
 - ii) Development Engineering (London) Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of future Infrastructure Renewal Program Assignment J, Rhine Avenue from Wistow Street to Flanders Row, Flanders Row from Paardeberg Crescent to Rhine Avenue and Paardeberg Crescent from Rhine Avenue to Rhine Avenue, in the total amount of \$219,736.00, including contingency, (excluding HST);
 - iii) R.V. Anderson Associates Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the future Infrastructure Renewal Program Assignment K, McKenzie Avenue from Wortley Road to Belgrave Avenue, Baker Street from Ridout Street to Belgrave Avenue, Windsor Avenue from Ridout Street to Belgrave Avenue and Belgrave Avenue from Baker Street to McKenzie Avenue, in the total amount of \$197,933.00, including contingency, (excluding HST);
 - iv) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the predesign and detailed design of the future

Infrastructure Renewal Program Assignment L, Whitehall Drive from Vancouver Street to Atkinson Boulevard in the total amount of \$149,688.00, including contingency, (excluding HST);

- b) the financing for the above-noted projects BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;
- 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 the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E01)

Motion Passed

2.4 Richmond North Recreational Crossing and Pathway Extension Project Detailed Design and Tendering - Appointment of Consulting Engineer

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and with concurrence of the Managing Director, Parks and Recreation, the following actions be taken with respect to the appointment of a Consulting Engineer for the Richmond North Recreational Crossing and Pathway Extension Project:

- a) AECOM Canada Limited, BE APPOINTED Consulting Engineers for the detailed design and tendering for the said project at an upset amount of \$520,259.50 (excluding HST), in accordance with RFP20-27 and in accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-R04)

Motion Passed

2.5 Single Source Procurement - Rental Car Contract

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to a Single Source Procurement for a Rental Car Contract:

- a) the Civic Administration BE AUTHORIZED to extend the current single source agreement greater than \$50,000 for the procurement of compact rental cars as per Section 14.4(d) of the Procurement of Goods and Services Policy;
- b) the submission from Discount Car and Truck Rentals, 720 Arrow Road, North York, Ontario, M9M 2M1, BE ACCEPTED for the supply and delivery of compact rental cars for the remainder of 2020 with a total annual cost of \$84,000 (excluding HST) and an additional option year (2021), should it be required;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) the 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. (2020-V01)

Motion Passed

2.6 Joint Occupancy and Use Agreement - Elgin-Middlesex Pumping Station

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Director, Water and Wastewater, the following actions be taken with respect to a Joint Occupancy and Use Agreement between Partner Municipalities and the Elgin Area Primary Water Supply System with respect to the Elgin-Middlesex Pumping Station:

- a) the proposed by-law, as appended to the staff report dated October 20, 2020, BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020, to approve a Joint Occupancy and Use Agreement between The Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System and the St. Thomas Secondary Water Supply System, with respect to the Elgin-Middlesex Pumping Station; and,
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted Agreement;

it being noted that the Boards of Management for the Elgin Area Primary Water Supply System and both Secondary Water Supply Systems are concurrently undertaking similar actions in order to enter into this Joint Occupancy and Use Agreement. (2020-E03)

Motion Passed

2.7 Vauxhall Wastewater Treatment Plant Upgrades - Engineering Design Consultant Award

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the assignment of consulting services for the completion of detailed design for upgrades at the Vauxhall Wastewater Treatment Plant:

- a) AECOM Canada Ltd. BE APPOINTED as Consulting Engineers in the amount of \$282,221.50, including 15% contingency (excluding HST) in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Mud Creek Stormwater Management Project - C. Blake

Moved by: E. Pelozza

Seconded by: M. Cassidy

That the communication, dated September 24, 2020, from C. Blake, with respect to the Mud Creek Stormwater Management Project, BE RECEIVED. (2020-E01)

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: E. Pelozza

Seconded by: S. Lewis

That the Civic Works Committee Deferred Matters List, as at October 9, 2020, BE RECEIVED.

Yeas: (5): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, and E. Pelozza

Recuse: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 12:12 PM.

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 2020
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	AWARD OF CONSULTING ENGINEERING SERVICES FOR DETAILED DESIGN OF THE SPRINGBANK RESERVOIR 1 AND 3 ROOF MEMBRANE REPLACEMENT AND RESERVOIR REPAIRS RFP 20-44

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the award of consulting engineering services for RFP 20-44 Detailed Design of the Springbank Reservoir 1 and 3 Roof Membrane Replacement and Reservoir Repairs (EW3583):

- (a) The proposal submitted by R.V. Anderson Associates Limited, 557 Southdale Road East, Suite 200, London Ontario N6E 1A2, in the amount of \$294,901.00, including \$67,718 contingency, excluding H.S.T., **BE AWARDED** in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- (b) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix "A";
- (c) The Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project; and
- (d) The Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to effect these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- None

2019-2023 STRATEGIC PLAN

This report supports the Strategic Plan in the following areas:

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

BACKGROUND

Purpose

This report recommends that R.V. Anderson Associates Limited be appointed as the consultant to undertake the Detailed Design of the Springbank Reservoir 1 and 3 Roof Membrane Replacement and Reservoir Repairs (EW3583).

Context

The City of London inspects the drinking water reservoirs at Springbank every 5 years as part of its ongoing monitoring of the condition of these critical pieces of infrastructure. Based on the most recent inspections conducted in 2018, it was identified that the roof membranes of both the existing Springbank 1 and Springbank 3 Reservoirs were nearing the end of their useful life, and would require replacement within the next 5 years.

This assignment is to renew Springbank Reservoir 1 and Springbank Reservoir 3 by replacing the roof membranes and making other repairs related to structure and water tightness in 2021 and 2022 so that these important pieces of infrastructure continue to function and so we maximize their remaining useful life.

Appendix B Location Plan for Springbank Reservoirs 1 and 3 is attached for reference.

DISCUSSION

Springbank Water Reservoirs

The City of London Water Supply System includes several water storage reservoirs used for balancing flows for domestic drinking water, emergency firefighting needs and to provide storage in the event of an interruption in the water supply from either of the Lake Huron Area Water Supply System or the Elgin Area Water Supply System. Three of these reservoirs are located within the Springbank complex.

Recent Inspections have identified the need to replace the roof membranes on both the Springbank Reservoir 1 and Reservoir 3 and perform repairs to retain the integrity of the roof structures of both reservoirs. There have also been leakage tests undertaken in the past (most recently in 2015) which identified a need to perform repairs.

The roof membrane of Springbank Reservoir 1 was last replaced in 1993. The roof membrane of Springbank Reservoir 3 was last replaced in 1992, with further improvements to roof drainage made in 1998.

Given the upcoming Replacement and Expansion of the Springbank Reservoir 2 planned for 2023, it is desirable to time this work so that no more than one Reservoir is out of service at a time.

The City will also be reinstating existing Parks and Recreation uses, as well as undertaking a review of the reinstatement of the roof of Springbank Reservoir 3 for potential acceptable uses.

Currently the roof of Reservoir 1 is used as a soccer playing field managed by Parks and Recreation. The Springbank Community Gardens are located to the south of Reservoir 3. It is possible that there may be some disruption to the community gardens as part of this project. A task for the design consultant will be to explore ways to minimize this disruption. The consultant will also consider any ongoing or completed environmental assessments and master plans in the area.

Procurement Process

The engineering consultant selection procedure for this project utilized a grouped consultant selection process developed in partnership with the Purchasing and Supply Division, subsequently approved by Council June 12, 2018. This two-stage grouped procurement process is in accordance with Section 15.2(e) of the Procurement of Goods and Services Policy. This project is being considered with other large scale water facilities projects as the group.

The first stage of the process is an open, publicly advertised Request for Qualifications (RFQ). A Statement of Qualifications (SOQ) submission was received from a province-wide group of seven prospective consultants. The Statement of Qualifications were evaluated by Environmental and Engineering Services resulting in a short-list group of five engineering consulting firms. This short list of five firms will be retained for a two-year period (through this procurement period) at which time the Request for Qualifications process will be initiated again.

The second stage of the process is a competitive Request for Proposal exercise. Consultants from the short listed group are invited to submit a formal proposal to undertake a specific engineering assignment. All five consultants were invited to submit a proposal for this assignment.

The City's evaluation team determined that the proposal provided by R.V. Anderson Associates Limited (RVA) provided the best value. RVA has extensive experience with this type of work. RVA's fees were within the budget for the project. Overall, their proposal met all of the key project requirements and their staff are qualified to undertake the required engineering services.

Scope of Work

The scope of the project is to provide high quality Consulting Engineering Services for undertaking the detailed design of the Springbank Reservoir 1 and 3 Roof Membrane Replacement and Reservoir Repairs.

This project will:

- Carry out preliminary and detailed design for the roof membrane replacement and reservoir repairs for Springbank Reservoirs 1 and 3 including:
- Identifying access and staging areas
- Assess Archeological potential on the sites (Stage 1 and 2 Reviews included within scope). Potential Stage 3 or Stage 4 Reviews if required would be addressed under the project contingency ; and
- Undertake scoped environmental reviews to provide protection and mitigation measures for surrounding Environmentally Sensitive Areas

For this particular type of work, there is uncertainty as to the duration of construction prior to the start of detailed design. Due to this, construction administration fees are not included in this award and will be awarded at a future Civic Works Committee meeting.

Project Costs

RVA's fee submission of \$294,901, including \$67,718 contingency, excluding H.S.T., is within the budget allocation for this work. The project's evaluation team reviewed RVA's proposal and found it met all of the key project requirements.

CONCLUSIONS

The proposed consulting team, R.V. Anderson Associates Limited, has extensive experience with similar work and is well qualified to undertake the required engineering services. Based on the review by the evaluation team, it is determined that retaining RVA is in the best financial and technical interests of the City. It is recommended that R.V. Anderson Associates Limited be awarded this consulting assignment to undertake all tasks related to Detailed Design of the Springbank Reservoir 1 and 3 Roof Membrane Replacement and Reservoir Repairs.

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

October 7, 2020

Attach: Appendix "A" – Sources of Financing
Appendix "B" – Location Plan for Springbank Reservoirs 1 and 3

CC. John Simon, Manager, Water Operations
Scott Koshowski – Environmental Services Engineer, Water Operations
John Freeman – Manager, Purchasing & Supply
Chris Ginty – Procurement Officer, Purchasing & Supply
Gary McDonald – Budget Analyst, Finance & Corporate Services
Zoran Filinov, P.Eng. – Vice President, R.V. Anderson Associates Limited
Dave Evans, P.Eng. – R.V. Anderson Associates Limited
John Tyrrell, P.Eng. – R.V. Anderson Associates Limited
Alan Dunbar - Manager, Financial Planning & Policy
Jason Davies - Manager, Financial Planning & Policy

APPENDIX 'A'

#20143

Chair and Members
Civic Works Committee

October 20, 2020
(Appoint Consulting Engineer)

**RE: RFP 20-44 - Detailed Design of the Springbank Reservoir 1 and 3 Roof Membrane Replacement and Reservoir Repairs
(Subledger FW200001)
Capital Project EW3583 - Springbank Reservoir 1 & 3 Protective Membrane
R.V. Anderson Associates Limited - \$294,901.00 (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:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$311,793	\$11,702	\$300,091	\$0
Construction	183,207			183,207
City Related Expenses	5,000			5,000
NET ESTIMATED EXPENDITURES	<u>\$500,000</u>	<u>\$11,702</u>	<u>\$300,091</u> 1)	<u>\$188,207</u>

SUMMARY OF FINANCING:

Drawdown from Capital Water Reserve Fund	\$500,000	\$11,702	\$300,091	\$188,207
TOTAL FINANCING	<u>\$500,000</u>	<u>\$11,702</u>	<u>\$300,091</u>	<u>\$188,207</u>

1) **Financial Note:**

Contract Price	\$294,901
Add: HST @13%	38,337
Total Contract Price Including Taxes	333,238
Less: HST Rebate	33,147
Net Contract Price	<u>\$300,091</u>

JG

Jason Davies
Manager of Financial Planning & Policy

Appendix B



RFP20-44 Springbank Reservoirs 1 and 3 Roof Membrane Replacement and Repairs

Location Plan Springbank Reservoir #1 and Reservoir #3



TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 2020
FROM:	KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	AMENDMENTS TO THE TRAFFIC AND PARKING BY-LAW

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, attached as Appendix 'A' **BE INTRODUCED** at the Municipal Council meeting to be held on October 27th, 2020, for the purpose of amending the Traffic and Parking By-law (PS-113).

2019-23 STRATEGIC PLAN

The following report supports the Strategic Plan through the strategic focus area of **Building a Sustainable City** by improving safety, traffic operations and residential parking needs in London's neighbourhoods.

BACKGROUND

The Traffic and Parking By-law (PS-113) requires amendments (Appendix A) to address traffic safety, operations and parking concerns. The following amendments are proposed:

1. No Parking

Central Avenue

Reconstruction of the intersection of Central Avenue and Waterloo Street to realign the eastbound and westbound left turn lanes to improve the safe operation of the intersection requires the current 'no parking anytime' zones on the north side to be extended. This will result in the loss of 46 m of on-street parking east of Waterloo Street and 67 m of on-street parking west of Waterloo Street. Homeowner information letters had previously been mailed out informing them of these changes.

Chesham Avenue

At the request of the residents, a mail-back survey was sent to the property owners on Chesham Avenue from Chesham Court to Castlegrove Boulevard. The majority of the respondents supported implementing a 'no parking anytime' zone on the south side of Chesham Avenue.

Devonshire Avenue and Murray Street

Due to construction improvements that will add new sidewalks and curb and gutters, the road width for Murray Street will be reduced to 6.0 m. The existing on-street parking historically utilized by the residents of 200 Devonshire Avenue will lose the use of the current space and will be required to access other on-street parking options. It is proposed to implement a Residential Parking Pass Program for the existing residents to permit them to park full time on the north side of Devonshire Avenue from Murray Street to Wortley Road, and on the west side of Murray Street from Devonshire Avenue to Dunkirk Place. The east side of Murray Street from Devonshire Avenue to Dunkirk Place will be designated 'no parking anytime'.

A homeowner information letter was mailed to all affected residents explaining the parking changes.

Glenora Drive

Staff received a request to implement a 'no parking anytime' zone on the east side of Glenora Drive from Fanshawe Park Road East to Dunboyne Crescent (north intersection). The proposed changes mirror the existing parking restriction on the west side of Glenora Drive. Residents expressed concerns that vehicles parked on the roadside are blocking northbound traffic exiting to Fanshawe Park Road East, making it unsafe and difficult for other vehicles to navigate safely.

A homeowner information letter was mailed to all affected residents explaining the parking changes.

Kains Road

Staff received a request from the London Transit Commission (LTC) to implement a 'no parking anytime' zone on the east side of Kains Road from 72 m south of Shore Road to 107 m south of Shore Road to prevent vehicles from parking within their bus stop.

Kensington Village

Due to the addition of sidewalks for the area of Kensington Village, the road widths will be narrowed requiring the implementation of 'no parking anytime' zones for the following:

- North side of Forward Avenue from Wood Street to the west limit; and
- West side of Wood Street from Maurice Street to Forward Avenue.

A homeowner information letter was mailed to all affected residents explaining the parking changes.

Main Street

The reconstruction of Main Street from the east side of Dingman Creek to east of Campbell Street completed in 2019 included curbs and gutters, pedestrian crossovers (PXO), parking bays and a designated parking stall. Changes to the existing 'No parking', 'Pedestrian Crossover' and 'Designated Parking Spaces – Disabled Persons' is required to by-law the changes.

A review of Schedule 2 (No Parking) identified some typographical errors that require correction. Amendments are required to Schedule 2 (No Parking), Schedule 6.1 (Limited Parking – Residential Parking Pass), Schedule 13.1 (Pedestrian Crossovers) and Schedule 27 (Designated Parking Spaces – Disabled Persons) to address the above changes.

2. Limited Parking

Waterman Avenue

Staff received a request of the Board of Directors of MCC 107 at 35 Waterman Avenue to limit the unrestricted parking on the north and west sides of Waterman Avenue to '2 Hour 8:00 a.m. to 6:00 p.m. Monday to Friday'. Concerns were raised from residents of 35 Waterman Avenue entering and exiting Waterman Avenue while parked vehicles and taxi vehicles are stopped waiting to pick-up and drop-off passengers. The existing 'no parking anytime' zones on the north and south sides will remain.

An amendment is required to Schedule 6 (Limited Parking) to address the above change.

3. Regulatory Signs

To address operational and safety concerns, it is recommended to replace existing Yield Signs with Stop Signs at the following locations:

Stop Signs

- Apricot Drive at Cherryhaven Drive;
- Apricot Place at Cherryhaven Drive;
- Bayham Lane at Raleigh Boulevard;
- Byronhills Drive at Cherryhaven Drive;
- Cherryhaven Drive at Apricot Drive;
- Cherryhaven Drive at Byronmanor Road;
- Gristmill Lane at Raleigh Boulevard;
- Maidstone Lane at Raleigh Boulevard;
- Raleigh Crescent at Raleigh Boulevard (east and west intersections);
- Settlement Trail at Raleigh Boulevard;
- Turner Crescent at Asima Drive (east and west intersections);
- Turner Crescent at Evans Boulevard;
- Upper Canada Cross (east and west intersections) at Raleigh Boulevard; and
- Upper Canada Cross at Tillman Road.

Amendments are required to Schedule 10 (Stop Signs) and Schedule 11 (Yield Signs) to address the above changes.

4. Speed Limits

Due to a significant increase in development, it is recommended to reduce the posted speed on the following roads:

- Highbury Avenue N from 150 m north of Jensen Road to 150 m north of Blackwell Drive from 70 km/h to 60 km/h;
- Southdale Road W from a point 160 m east of Tillman Road to a point 400 m west of Wonderland Road S from 70 km/h to 60 km/h; and
- Sunningdale Road E from Richmond Street to Adelaide Street N from 60 km/h to 50 km/h

Amendments are required to Schedule 17 (Higher Speed Limits) to address the above changes.

<p>PREPARED BY:</p>	<p>REVIEWED AND CONCURRED BY:</p>
<p>SHANE MAGUIRE, P. ENG. DIVISION MANAGER, ROADWAY LIGHTING AND TRAFFIC CONTROL</p>	<p>DOUG MACRAE, P.ENG., MPA DIRECTOR, ROADS AND TRANSPORTATION</p>
<p>RECOMMENDED BY:</p> <p>KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER</p>	

<https://cityhub/services/ees/roads/CR/2020-10-20/2020-10-20-CWC-RPT-Traffic and Parking By-law Amendment v1-1of1.docx>

October 6, 2020/db

Attach: Appendix 'A': Proposed Traffic and Parking By-Law Amendments

cc. Clerk's Office
Parking Office

APPENDIX A

BY-LAW TO AMEND THE TRAFFIC AND PARKING BY-LAW (PS-113)

Bill No.

By-law No. PS-113

A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. **No Parking**

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Central Avenue	North	A point 31 m west of Waterloo Street	A point 55 m east of Waterloo Street	Anytime
Chesham Avenue	South	Citation Road	Chesham Grove	4:00 pm to 9:00 pm Except Saturday
Forward Avenue	North & West	Wood Street	Riverside Drive	Anytime
Glenora Drive	West	Fanshawe Park Road E	Dunboyne Crescent	Anytime
Glenroy Avenue	South, East and North	Glenroy Road (north intersection)	Glenroy Road (south intersection)	Anytime
Glenroy Road	West	A point 45 m north of Glenroy Court	Glenroy Avenue (north intersection)	Anytime
Main Street	North	Colonel Talbot Road	A point 90 m east of Bainard Street	Anytime

Main Street	South	Colonel Talbot Road	A point 60 m east of Bainard Street	Anytime
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Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Central Avenue	North	A point 90 m west of Waterloo Street	A point 90 m east of Waterloo Street	Anytime
Chesham Avenue	South	Citation Road	A point 128m west of Chesham Grove	4:00 p.m. to 9:00 p.m.
Chesham Avenue	South	A point 128m west of Chesham Grove	Castlegrove Boulevard	Anytime
Forward Avenue	East, North & West	West Limit of Forward Avenue	Riverside Drive	Anytime
Glenora Drive	Both	Dunboyne Crescent (north intersection//0	Fanshawe Park Road E	Anytime
Glenroy Crescent	South, East and North	Glenroy Road (north intersection)	Glenroy Road (south intersection)	Anytime
Kains Road	East	A point 72 m south of Shore Road	A point 107 m south of Shore Road	Anytime
Main Street	North	A point 425 west of Colonel Talbot Road	Campbell Street	Anytime
Main Street	South	A point 425 west of Colonel Talbot Road	A point 135 m east of Colonel Talbot Road	Anytime
Main Street	South	A point 156 west of Colonel Talbot Road	A point 250 m east of Colonel Talbot Road	Anytime

Main Street	South	A point 272 m west of Colonel Talbot Road	A point 115 m east of Bainard Street	Anytime
Main Street	South	A point 136 m east of Bainard Street	Campbell Street	Anytime
Murray Street	East	Devonshire Avenue	Dunkirk Place	Anytime
Wood Street	West	Forward Street	Maurice Street	Anytime

2. **Bus Stops**

Schedule 3 (Prohibited Parking at Bus Stops) of the PS-113 By-law is hereby amended by **adding** the following row:

Kains Road	East	A point 73 m south of Shore Road	A point 107 m south of Shore Road
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3. **Limited Parking**

Schedule 6 (Limited Parking) of the PS-113 By-law is hereby amended by **adding** the following row:

Waterman Avenue	North, West & South	A point 95 m west of Wellington Road to a point 150 m west of Wellington Road	8:00 a.m. to 6:00 p.m.	2 Hours
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4. **Limited Parking – Residential Parking Pass**

Schedule 6.1 (Limited Parking) of the PS-113 By-law is hereby amended by **adding** the following rows:

Devonshire Avenue	North	A point 20 m east of Murray Street to a point 20 m west of Wortley Road	Anytime	4
Murray Street	West	A point 20 m north of Devonshire Road to a point 20 m south of Dunkirk Place	Anytime	4

5. Stop Signs

Schedule 10 (Stop Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Northbound	Apricot Drive	Cherryhaven Drive
Southbound	Apricot Place	Cherryhaven Drive
Northbound	Bayham Lane	Raleigh Boulevard
Northbound	Byronhills Drive	Cherryhaven Drive
Eastbound	Cherryhaven Drive	Byronmanor Road
Westbound	Cherryhaven Drive	Apricot Drive
Northbound	Gristmill Lane	Raleigh Boulevard
Northbound	Maidstone Lane	Raleigh Boulevard
Southbound	Raleigh Crescent (east & west Intersections)	Raleigh Boulevard
Northbound	Settlement Trail	Raleigh Boulevard
Northbound & Southbound	Turner Crescent	Asima Boulevard (east intersection)
Northbound	Turner Crescent	Asima Boulevard (west intersection)
Northbound	Turner Crescent	Evans Boulevard
Northbound & Southbound	Upper Canada Cross	Raleigh Boulevard (east intersection)
Southbound	Upper Canada Cross	Raleigh Boulevard (west intersection)
Westbound	Upper Canada Cross	Tillman Road

6. Yield Signs

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Northbound	Apricot Drive	Cherryhaven Drive
Southbound	Apricot Drive	Cherryhaven Drive
Northbound	Byronhills Drive	Cherryhaven Drive

Eastbound	Cherryhaven Drive	Byronmanor Road
Westbound	Cherryhaven Drive	Apricot Drive
Northbound	Maidstone Lane	Raleigh Boulevard
Northbound	Settlement Trail	Raleigh Boulevard
Northbound	Turner Crescent	Asima Boulevard (west intersection)
Northbound & Southbound	Turner Crescent	Asima Boulevard (east intersection)
Northbound	Turner Crescent	Evans Boulevard

7. Pedestrian Crossovers

Schedule 13.1 (Pedestrian Crossovers) of the PS-113 By-law is hereby amended by **adding** the following rows:

Main Street	317 m west of Colonel Talbot Road
Main Street	At the west side of the intersection with Bainard Street

8. Higher Speed Limits

Schedule 17 (Higher Speed Limits) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Highbury Avenue N	A point 150 m north of Blackwell Drive	A point 150 m north of Jenson Road	70 km/h
Southdale Road W	Wickerson Road	A point 160 m east of Tillman Road	60 km/h
Southdale Road W	A point 160 m east of Tillman Road	A point 400 m west of Wonderland Road S	70 km/h
Southdale Road E	A point 150 m west of Adelaide Street S	A point 400 m west of Wonderland Road S	60 km/h
Sunningdale Road W	A point 200 m west of Richmond Street	Richmond Street	60 km/h

Sunningdale Road E	Richmond Street	A point 300 m east of South Wenige Drive (east intersection)	60 km/h
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Schedule 17 (Higher Speed Limits) of the PS-113 By-law is hereby amended by **adding** the following rows:

Highbury Avenue N	A point 150 m north of Jensen Road	A point 150 m north of Blackwell Drive	60 km/h
Southdale Road E	Wharncliffe Road S	A point 150 m west of Adelaide Street S	60 km/h
Southdale Road W	Wickerson Road	Wharncliffe Road S	60 km/h
Sunningdale Road E	Adelaide Street N	A point 300 m east of South Wenige Drive (east intersection)	60 km/h

9. Designated Parking Spaces – Disabled Persons

Schedule 27 (Designated Parking Spaces – Disabled Persons) of the PS-113 By-law is hereby amended by **adding** the following row:

Main Street	South	A point 250 m east of Colonel Talbot Road to a point 258 m east of Colonel Talbot Road
-------------	-------	--

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

PASSED in Open Council on October 27th, 2020

Ed Holder, Mayor

Catharine Saunders, City Clerk

First Reading – October 27, 2020

Second Reading – October 27, 2020

Third Reading – October 27, 2020

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 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 2022 and future Infrastructure Renewal Program 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) R.V. Anderson Associates Limited **BE APPOINTED** consulting engineers to complete the pre-design and detailed design of the 2022 Infrastructure Renewal Program Assignment I, Labatt Trunk Sewer Siphon Replacement, in the total amount of \$208,813.00 (including contingency), excluding HST;
 - (ii) Development Engineering (London) Limited **BE APPOINTED** consulting engineers to complete the pre-design and detailed design of future Infrastructure Renewal Program Assignment J, Rhine Avenue from Wistow Street to Flanders Row, Flanders Row from Paardeberg Crescent to Rhine Avenue and Paardeberg Crescent from Rhine Avenue to Rhine Avenue, in the total amount of \$219,736.00 (including contingency), excluding HST;
 - (iii) R.V. Anderson Associates Limited **BE APPOINTED** consulting engineers to complete the pre-design and detailed design of the future Infrastructure Renewal Program Assignment K, McKenzie Avenue from Wortley Road to Belgrave Avenue, Baker Street from Ridout Street to Belgrave Avenue, Windsor Avenue from Ridout Street to Belgrave Avenue and Belgrave Avenue from Baker Street to McKenzie Avenue, in the total amount of \$197,933.00 (including contingency), excluding HST;
 - (iv) GM BluePlan Engineering Limited **BE APPOINTED** consulting engineers to complete the pre-design and detailed design of the future Infrastructure Renewal Program Assignment L, Whitehall Drive from Vancouver Street to Atkinson Boulevard in the total amount of \$149,688.00 (including contingency), excluding HST;
- c) the financing for the projects identified in (a) and (b) above **BE APPROVED** in accordance with 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 work;
- e) the approvals given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract with each consultant for the respective project; 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

Infrastructure Renewal Program Design Assignments:

- Appointment of Consulting Engineers, Infrastructure Renewal Program – Civic Works Committee Meeting on July 14, 2020, Agenda Item #2.2; and
- Appointment of Consulting Engineers, Infrastructure Renewal Program – Civic Works Committee Meeting on September 22, 2020, Agenda Item #2.8.

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. The Labatt Trunk Sewer Siphon Replacement project (Assignment I) is scheduled for construction in 2022 and will be funded through existing Infrastructure Renewal Program capital budgets. The other three projects presented (Assignments J, K, L) are being awarded to ensure the City has “shovel ready” projects to respond to opportunities for stimulus funding as they emerge. A detailed project list, including timing and limits, is contained in Appendix ‘B’. 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 \$14,600,000 of capital infrastructure.

DISCUSSION

Procurement Process: 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.

The first stage of the process is an open, publicly advertised Request for Qualifications (RFQ). A Statement of Qualifications (SOQ) submission was received from a province wide group of 17 prospective consultants. The SOQ’s were evaluated by EESD resulting in a short-list group of 12 engineering consulting firms. This short list of twelve firms will be retained for a two year period (through this procurement period) at which time the RFQ process will be initiated again.

The second stage of the process is a competitive Request for Proposal exercise. Consultants from the short listed group are invited to submit a formal proposal to undertake a specific preferred engineering assignment identified by the consultant in their RFQ submission. Three consultants were invited to submit a proposal for each of the assignments and every consultant was invited to submit at least one proposal.

After an evaluation of the proposals undertaken by EESD including both a technical and cost component, engineering consultants were selected based on their knowledge and understanding of project goals, their experience on directly related projects and their project team members, capacity and qualifications.

The projects presented here are to be constructed in the future so construction administration fees were not requested at this time. The construction administration fees for these projects here will be awarded in a future Civic Works Committee report.

Work Description

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

In some cases full road reconstruction, including traffic signal and street light replacement will be part of the overall project.

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.

This report recommends the appointment of engineering consultants for four engineering design appointments as identified in Appendix 'B'. The 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 current 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 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
2022 IRP* Assignment I	Labatt Trunk Sewer Siphon	RV Anderson	\$208,813.00	\$0	\$208,813.00
Future IRP Assignment J	Rhine Ave/ Flanders Row/ Paardeberg Cr	Development Engineering	\$219,736.00	\$0	\$219,736.00
Future IRP Assignment K	McKenzie Ave/ Windsor Ave/ Baker St/ Belgrave Ave	RV Anderson	\$197,933.00	\$0	\$197,933.00
Future IRP Assignment L	Whitehall Dr	GM BluePlan	\$149,688.00	\$0	\$149,688.00

* - Infrastructure Renewal Program

Federal/Provincial Funding Opportunities

Historically upper levels of government have introduced economic stimulus funding programs targeting municipal infrastructure replacement projects in an attempt to help revive a struggling economy. An economic stimulus funding program has not yet been announced, although the ongoing Covid-19 pandemic has had significant impact on the economy. The purpose of awarding these Infrastructure Renewal Program design appointments in advance of economic stimulus funding being announced is to produce three “shovel ready” projects that can be tendered for construction in short order. Economic stimulus programs are predicated on extremely tight timelines. By preparing these assignments early the City will be in a position to respond quickly to funding announcements. In the event economic stimulus funding programs are not announced, these consultant appointments will lead to future infrastructure renewal construction projects funded within existing Infrastructure Renewal Program budgets in the near future.

CONCLUSIONS

The Labatt Trunk Sewer Siphon replacement project is considered a critical infrastructure renewal project due to the ramifications of siphon failure as the existing siphon is nearing the end of its useful lifespan. Construction is planned for 2022 and will be funded through existing Infrastructure Renewal Program capital budgets.

Infrastructure Renewal Program Assignments J, K and L are being prepared in advance of possible economic stimulus funding programs from upper levels of government. Such funding programs have historically been announced during economic downturns, such as the downturn we are now experiencing due to the Covid-19 pandemic. The purpose of preparing these assignments before stimulus funding is announced is to be in a position to tender immediately saving valuable time as economic stimulus funding programs have historically included extremely tight construction timelines.

Replacing infrastructure at the end of its lifecycle is essential to building a sustainable city. The recommended engineering consultant appointments for the 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
RV Anderson, 557 Southdale Road E, Suite 200, N6E1A2
Development Engineering, 41 Adelaide St N, Unit 71, N6B 3P4
GM BluePlan, 235 North Centre Road, Suite 103, N5X 4E7

APPENDIX 'A'

#20145

Chair and Members
Civic Works Committee

October 20, 2020
(Appoint Consulting Engineers)

RE: Infrastructure Renewal Program

Capital Project ES241420 - Infrastructure Renewal Program - Sanitary Sewers

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

Capital Project EW376520 - Infrastructure Renewal Program - Watermains

R.V. Anderson Associates Limited - \$208,813.00 (excluding H.S.T.) - Assignment I - (Subledger WS22C00I)

Development Engineering (London) Limited - \$219,736.00 (excluding H.S.T.) - Assignment J - (Subledger WS22C00J)

R.V. Anderson Associates Limited - \$197,933.00 (excluding H.S.T.) - Assignment K - (Subledger WS22C00K)

GM BluePlan Engineering Limited - \$149,688.00 (excluding H.S.T.) - Assignment L - (Subledger WS22C00L)

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
ES241420 - IRP - Sanitary Sewers				
Engineering	\$2,972,516	\$2,586,825	\$385,691	\$0
Engineering (Utilities Share)	68,176	68,176		0
Construction	7,295,809	6,993,100		302,709
Construction (Utilities Share)	1,257,613	1,257,613		0
City Related Expenses	25,000			25,000
	<u>11,619,114</u>	<u>10,905,714</u>	<u>385,691</u>	<u>327,709</u>
ES254020 - IRP - Stormwater Sewers & Treatment				
Engineering	2,895,043	2,721,839	173,204	0
Construction	10,507,807	6,872,482		3,635,325
City Related Expenses	100,000	212		99,788
	<u>13,502,850</u>	<u>9,594,533</u>	<u>173,204</u>	<u>3,735,113</u>
EW376520 - IRP - Watermains				
Engineering	2,824,996	2,594,060	230,936	0
Construction	14,493,094	11,381,753		3,111,341
City Related Expenses	96	96		0
	<u>17,318,186</u>	<u>13,975,909</u>	<u>230,936</u>	<u>3,111,341</u>
NET ESTIMATED EXPENDITURES	<u>\$42,440,150</u>	<u>\$34,476,156</u>	<u>\$789,831</u>	<u>\$7,174,163</u>
SUMMARY OF FINANCING:				
ES241420 - IRP - Sanitary Sewers				
Capital Sewer Rates	\$5,642,540	\$5,642,540		\$0
Federal Gas Tax	4,650,785	3,937,385	385,691	327,709
Other Contributions (Utilities)	1,325,789	1,325,789		0
	<u>11,619,114</u>	<u>10,905,714</u>	<u>385,691</u>	<u>327,709</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	7,305,849	173,204	3,735,113
Other Contributions	10,724	10,724		0
	<u>13,502,850</u>	<u>9,594,533</u>	<u>173,204</u>	<u>3,735,113</u>
EW376520 - IRP - Watermains				
Capital Water Rates	10,753,000	10,753,000		0
Drawdown from Capital Water Reserve Fund	6,565,186	3,222,909	230,936	3,111,341
	<u>17,318,186</u>	<u>13,975,909</u>	<u>230,936</u>	<u>3,111,341</u>
TOTAL FINANCING	<u>\$42,440,150</u>	<u>\$34,476,156</u>	<u>\$789,831</u>	<u>\$7,174,163</u>
1) FINANCIAL NOTE: (EXCLUDING H.S.T.)		ES241420	ES254020	EW376520
Listed by Engineer and Contract				
R.V. Anderson Associates Limited - Assignment I		\$208,813		
Development Engineering (London) Limited - Assignment J		65,921	65,921	87,894
R.V. Anderson Associates Limited - Assignment K		59,380	59,380	79,173
GM BluePlan Engineering Limited - Assignment L		44,906	44,907	59,875
TOTAL PER CAPITAL PROJECT (EXCLUDING H.S.T.)		<u>\$379,020</u>	<u>\$170,208</u>	<u>\$226,942</u>
			TOTAL PER CONTRACT	
FINANCIAL NOTE: (EXCLUDING H.S.T.(continued))			Excluding HST	Incl. HST
Listed by Engineer and Contract				
R.V. Anderson Associates Limited - Assignment I			\$208,813	\$212,488
Development Engineering (London) Limited - Assignment J			\$219,736	223,603
R.V. Anderson Associates Limited - Assignment K			\$197,933	201,417
GM BluePlan Engineering Limited - Assignment L			\$149,688	152,323
TOTAL PER CAPITAL PROJECT (EXCLUDING H.S.T.)			<u>\$776,170</u>	<u>\$789,831</u>
2) Financial Note: (Charges per Capital Project)	ES241420	ES254020	EW376520	TOTAL
Contract Price	\$379,020	\$170,208	\$226,942	\$776,170
Add: HST @13%	49,273	22,127	29,502	100,902
Total Contract Price Including Taxes	428,293	192,335	256,444	877,072
Less: HST Rebate	42,602	19,131	25,508	87,241
Net Contract Price	<u>\$385,691</u>	<u>\$173,204</u>	<u>\$230,936</u>	<u>\$789,831</u>

Appendix 'B' – Project Information List

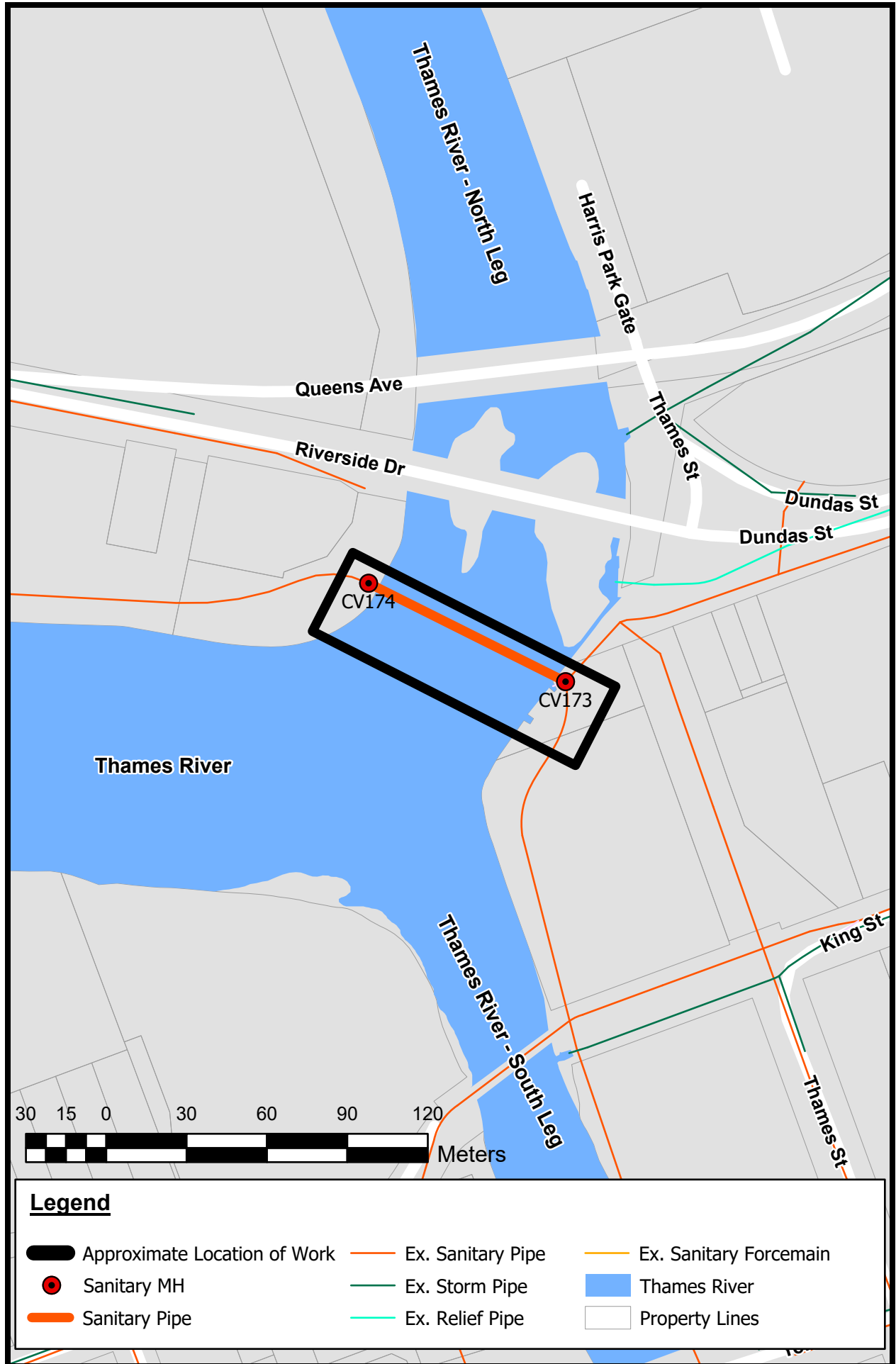
Future Infrastructure Renewal Program (IRP) Projects						
IRP Assignment	Consultant	Street	From	To	Length (m)	Anticipated Construction Year
I	RV Anderson Associates Ltd	Labatt Siphon Replacement	Ivey Park	Mitchell A. Baran Park	82	2022
J	Development Engineering (London) Ltd	Rhine Avenue	Wistow Street	Flanders Row	360	tbd
		Flanders Row	Paardeberg Crescent	Rhine Avenue	360	
		Paardeberg Crescent	Rhine Avenue	Rhine Avenue	390	
K	RV Anderson Associates Ltd	McKenzie Avenue	Wortley Road	Belgrave Avenue	540	tbd
		Baker Street	Ridout Street	Belgrave Avenue	250	
		Windsor Avenue	Ridout Street	Belgrave Avenue	250	
		Belgrave Avenue	McKenzie Ave	Baker Street	110	
L	GM BluePlan Engineering Ltd	Whitehall Drive	Vancouver Street	Atkinson Boulevard	490	tbd



2021/2022 Infrastructure Renewal Program Assignment I

London
CANADA

Labatt Sanitary Siphon Replacement between CV173 - CV174

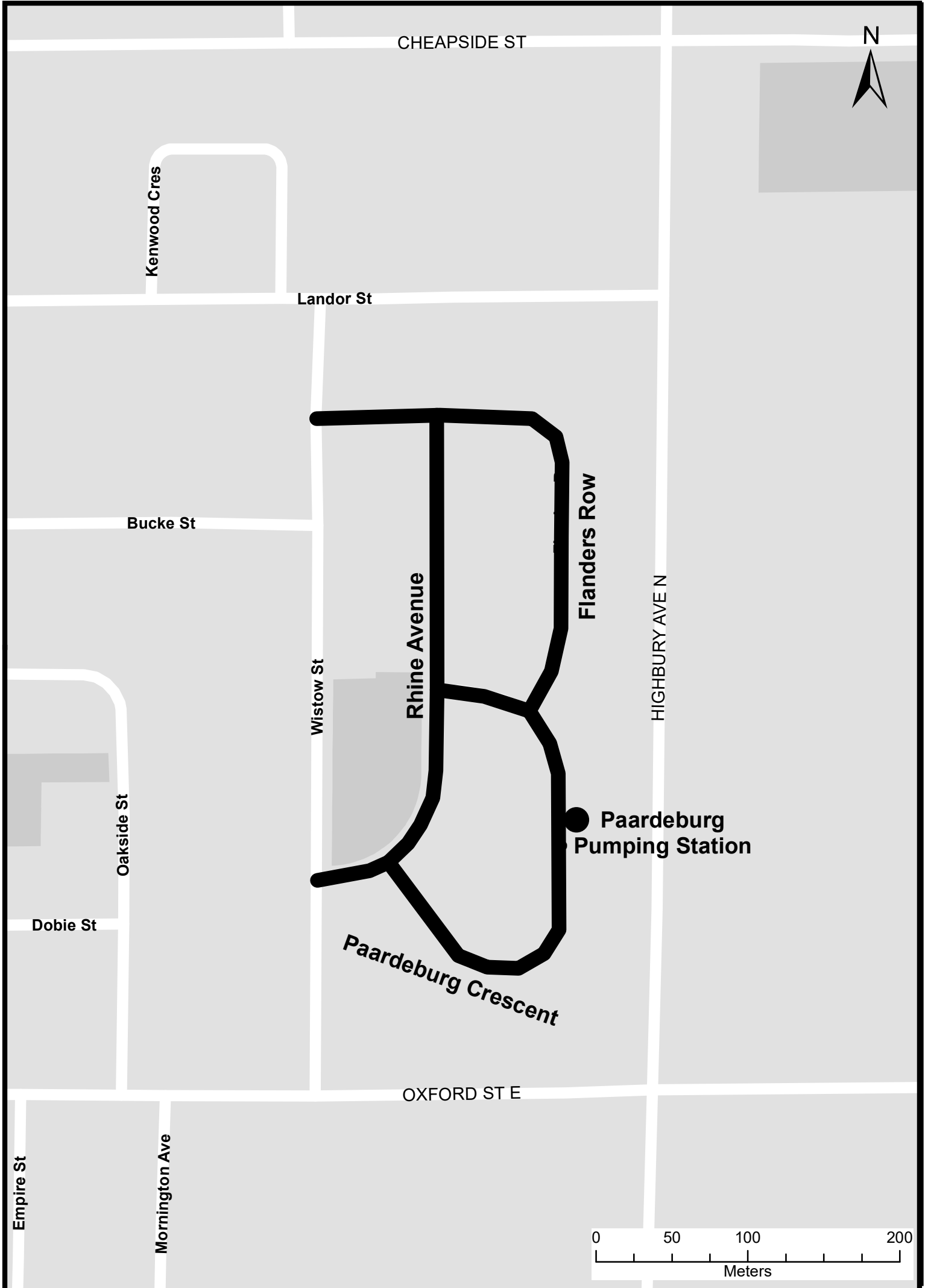




2021/2022 Infrastructure Renewal Program

Assignment J

Paardeburg Crescent (all)
Flanders Row (all)
Rhine Avenue (all)

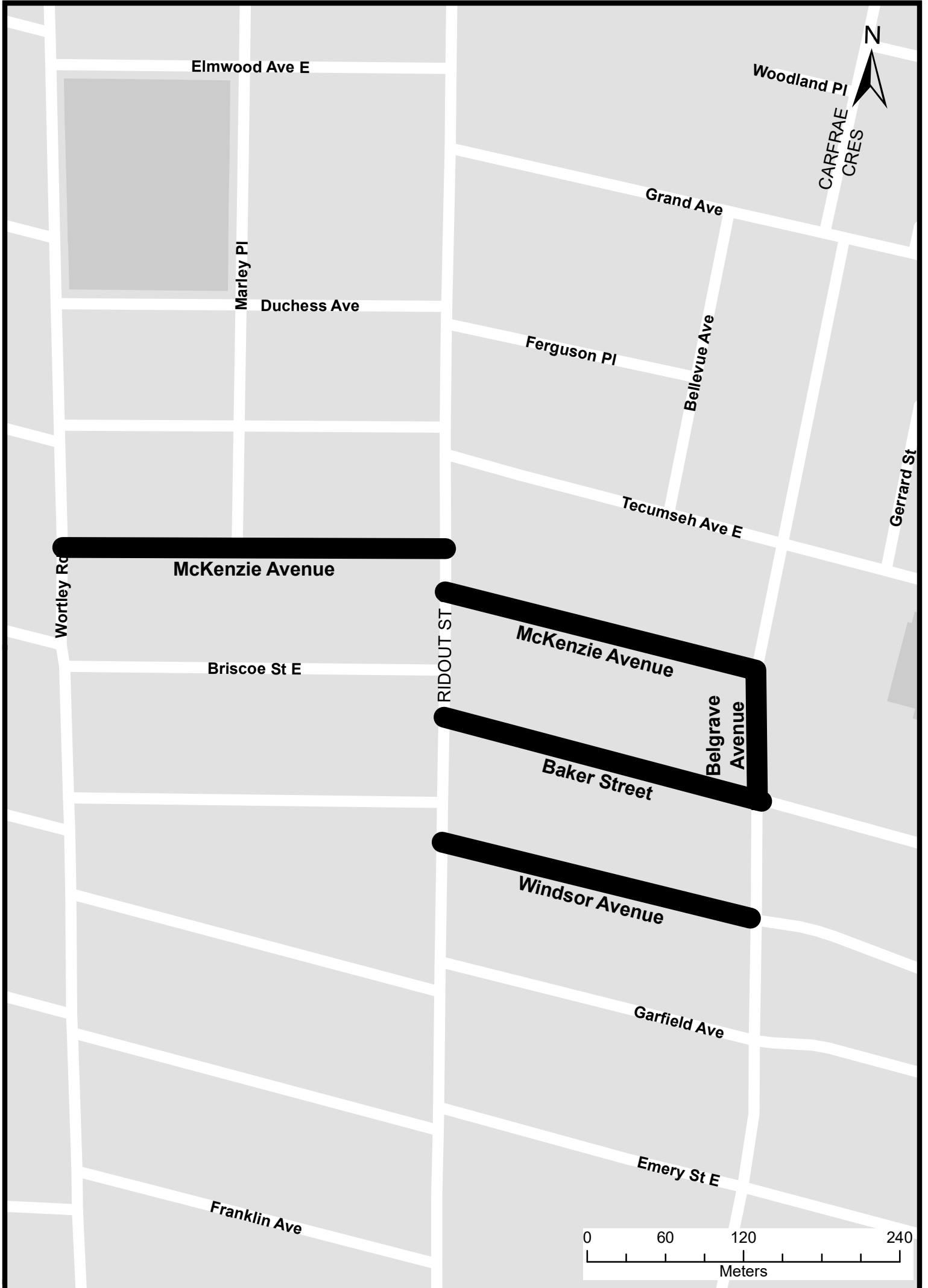




London
CANADA

2021/2022 Infrastructure Renewal Program Assignment K

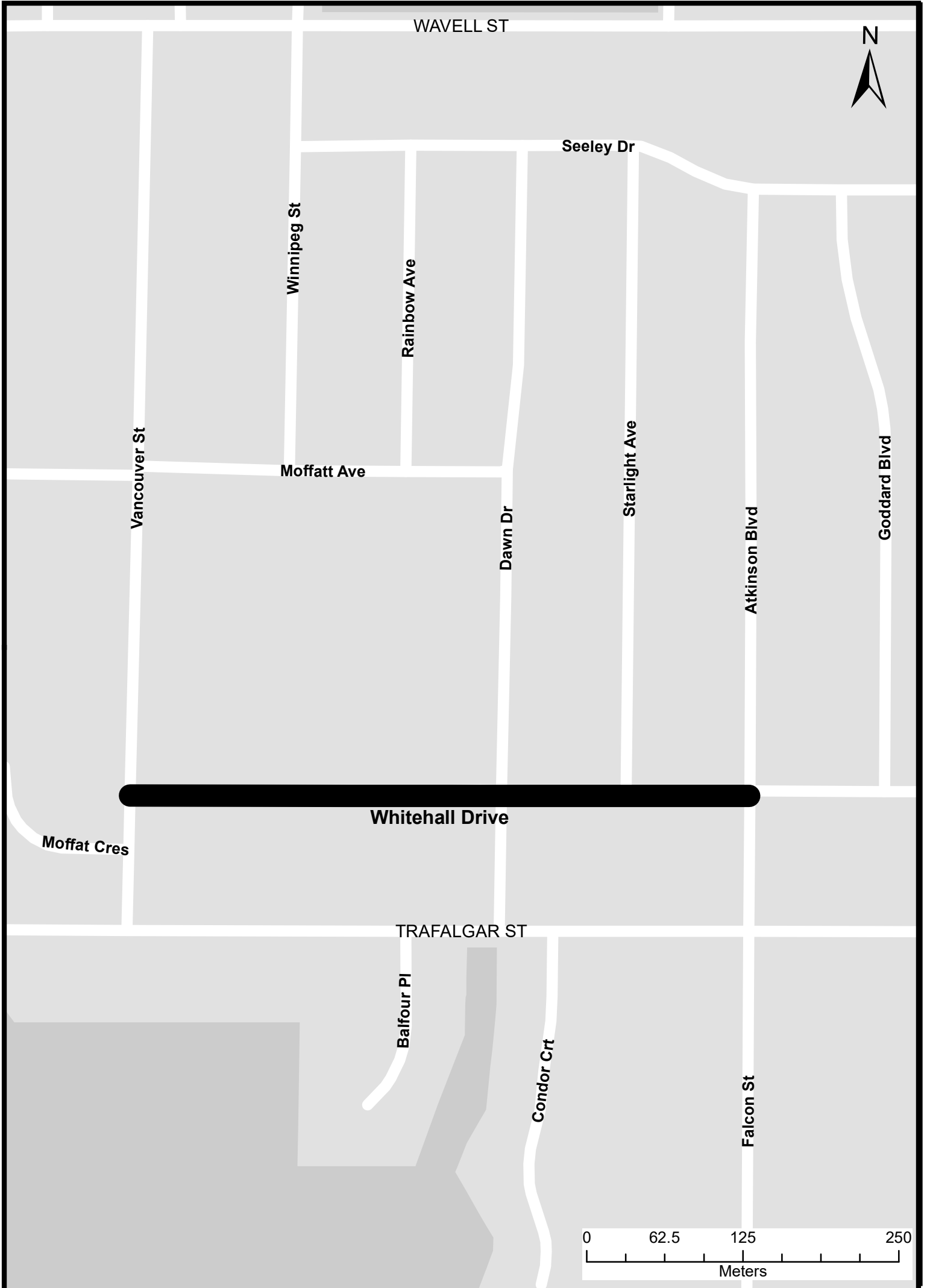
McKenzie Avenue from Wortley Road to Belgrave Avenue
Baker Street from Ridout Street to Belgrave Avenue
Windsor Avenue from Ridout Street to Belgrave Avenue
Belgrave Avenue from McKenzie Avenue to Baker Street





2021/2022 Infrastructure Renewal Program Assignment L

Whitehall Drive from Vancouver Street to Atkinson Boulevard



TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	RICHMOND NORTH RECREATIONAL CROSSING & PATHWAY EXTENSION PROJECT DETAILED DESIGN & TENDERING APPOINTMENT OF CONSULTING ENGINEER

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, and concurrence of the Managing Director, Parks and Recreation, the following actions **BE TAKEN** with respect to the appointment of a Consulting Engineer for the Richmond North Recreational Crossing & Pathway Extension Project:

- (a) AECOM Canada Limited, **BE APPOINTED** Consulting Engineers for the detailed design and tendering for the said project at an upset amount of \$520,259.50 (excluding HST) in accordance with RFP20-27 and in accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy;
- (b) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix A;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the work; and,
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Civic Works Committee – April 28, 2014 – Richmond Street North Pathway Crossing, Environmental Assessment Study, Appointment of Consulting Engineer
- Civic Works Committee – July 18, 2016 - Richmond Street Recreational Pathway Crossing - Environmental Study Report

2019-2023 STRATEGIC PLAN

The following report supports the Strategic Plan through the strategic focus areas of *Strengthening our Community* and *Building a Sustainable City*. The Richmond North Recreational Crossing & Pathway Extension (Richmond North Crossing) project will promote vibrant and connected neighbourhoods, while promoting active transportation through connected mobility options and creating beautiful places and spaces.

BACKGROUND

Purpose

This report recommends the appointment of a consulting engineer to complete the detailed design and tendering for the Richmond North Pathway Crossing project.

Context

London's Cycling Master Plan (CMP) recommended implementing a major east-west recreational pathway corridor to service growth areas along the northern boundary of the City, including a safe and functional pathway crossing of Richmond Street North.

In addition to the City's CMP, expansion of the City's recreational pathway system addresses important objectives identified in the Parks and Recreation Strategic Master Plan, London's Strengthening Neighbourhoods Strategy, Age Friendly London Action Plan and the Smart Moves 2030 Transportation Master Plan.

The City completed an Environmental Assessment (EA) in 2016 for this project and that EA was subsequently approved by the Ministry of Environment, Conservation and Parks (MECP) in 2019.

DISCUSSION

Background

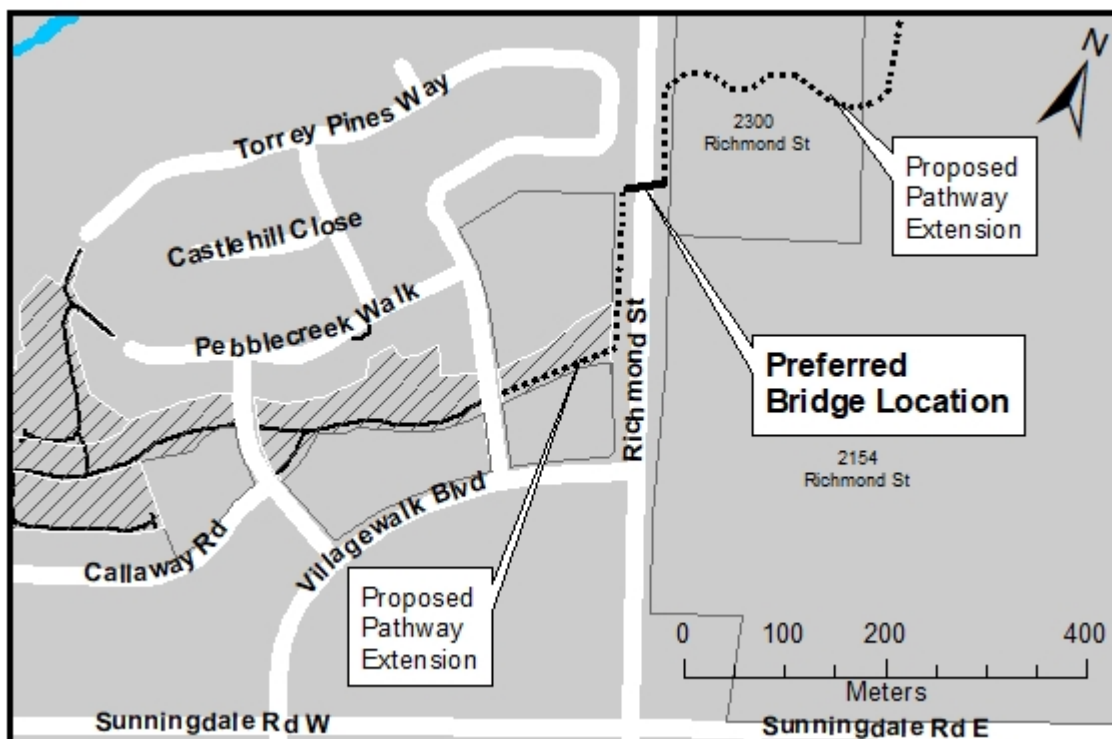
A Class 'C' Environmental Assessment (EA) for the Richmond North Crossing project was initiated in May 2014 to determine the preferred alignment for linking a major east-west recreational pathway corridor along the northern boundary of the City.

The Environmental Study Report (ESR) for this project was completed and approved by Council on July 26th 2016. The ESR was subsequently placed on the public record for review until September 9th 2016.

As shown in Figure 1 below, the preferred alignment recommended in the ESR extends the pathway from Terminus 'A', along the Uplands Tributary to the west side of Richmond Street North. It then parallels Richmond Street to approximately 150m south of the north City Limits. A new recreational bridge will be constructed across Richmond Street, with the pathway continuing easterly across the properties at Municipal Numbers 2300 and 2154 Richmond Street North, respectively, to terminate at the north edge of the City (Terminus B). Future developments of the system will see connections of this pathway into Weldon Park to the north, and pathway extensions within the City to the

east to connect existing and future growth areas.

Figure 1 – Preferred Alignment



One request for a Part II Order was submitted to the Minister of the Environment, Conservation and Parks (MECP) in response to the EA requesting an individual environmental assessment for the pedestrian recreational pathway crossing of Richmond Street. In a letter dated August 16, 2019, the Minister stated that the individual environmental assessment process identified in the request was not required.

2300 Richmond Street is an active residential development application which has included an appeal by the applicant to the Local Planning Appeal Tribunal (LPAT). An agreed upon Minutes of Settlement between all involved parties was approved by LPAT on February 3, 2020. The approved Minutes of Settlement differs from the approved EA by providing a different ecological boundary and buffer, and a modified alignment of the proposed pathway through the lands at 2300 Richmond Street. The City has met with the owner of these lands and will, through the detailed design process, work with this land owner to satisfy both the EA and the LPAT decisions.

The resolution of both the request for a Part II Order, and the LPAT appeal now enable this important project to proceed to detailed design and subsequent construction.

Project Description

This project will include the detailed design work to address:

- final pathway alignment;
- a pedestrian bridge over Richmond Street North;
- consideration for enhancements (now, or in the future) to the pedestrian bridge and pathway system so this project functions as a unique gateway feature to the City;
- streetlight design from Sunningdale Road to the north limit of 2300 Richmond Street;
- landscape and ecological restoration consistent with environmental

- recommendations;
- natural environmental, archaeological, and Class EA compliance;
- consultation with regulatory agencies and agency approvals/permits;
- refined project cost estimates;
- tender document preparation; and,
- tendering and contractor recommendation.

Consultant Selection

The consultant procurement process for this assignment began in accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy for a two-stage process. Transportation Planning and Design conducted an RFQUAL (Biennial RFQUAL 19-17) in 2019 which included four projects with varied scope and complexity, and received 16 compliant submissions. These Consultants were placed into a category based on the proposal submitted, which corresponds to the complexity of work they may perform for projects under RFQUAL 19-17.

The second stage of the process is a Request for Proposal to selected firms that qualified for the Category, of which a minimum of three firms must state their approach to the proposed project and their experience and knowledge of projects similar in nature. While this project was not listed as a project in RFQUAL 19-17, it is similar in scope and fits the identified project categories so the City has requested proposals from three Consultants that qualified under Category 3 for this assignment.

Proposals for RFP20-27 were received from the shortlisted consultants on August 5, 2020. The committee evaluation of the proposals identified that AECOM Canada Limited's submission provides the best value to the City. AECOM has an experienced project team that have a clear understanding of the project scope and requirements. Their past proven experience on similar projects of this nature combined with a project proposal that demonstrated a thorough understanding of the goals and objectives demonstrated their suitability for this undertaking. AECOM is familiar with City staff and procedures through recent work on other multi-disciplinary City assignments.

AECOM also completed the EA for this project. The continued use of AECOM on this project for the detailed design and tendering services 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.

In accordance with Section 15.2 (e) of the Procurement of Goods and Services Policy, Civic Administration is recommending AECOM Canada Limited be appointed as Consulting Engineers for this preliminary design, detailed design, and tendering assignment.

Subject to successful completion of the design phase of this project, AECOM will be considered for the Construction Administration stage. Future approval to proceed with subsequent phases of engineering services for this project will be subject to satisfying all financial, reporting and other conditions contained within the Procurement of Goods and Services Policy.

Funding for this assignment is available in previously approved, capital budgets associated with the ongoing and planned development of London's Recreational Pathway System.

Future operational costs will be addressed through the assessment growth allocation process.

CONCLUSION

AECOM Canada Limited has demonstrated an understanding of the City requirements for this complex multi-discipline project. AECOM has the structural and aesthetic design capabilities and natural heritage knowledge for this study area needed to complete this work successfully. It is recommended that AECOM Canada Limited be appointed to undertake the detailed design and tendering for the Richmond North Recreational Crossing & Pathway Extension project.

SUBMITTED BY:	REVIEWED AND CONCURRED BY:
DOUG MACRAE, P. ENG., MPA DIRECTOR, ROADS AND TRANSPORTATION	SCOTT STAFFORD MANAGING DIRECTOR, PARKS & RECREATION
RECOMMENDED BY:	
KELLY SCHERR, P. ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Attach: Appendix A – Sources of Financing

- c. AECOM Canada Limited, G. McDonald, 250 York St., Suite 410, London ON N6A 6K2
 - A. Macpherson, Division Manager, Parks Planning & Operations
 - J. Bruin, Manager, Parks Planning & Design
 - G. Dales, Division Manager, Transportation Planning & Design
 - K. Grabowski, Transportation Engineer, Transportation Planning & Design
 - J. Fullick, Senior Technologist, Transportation Planning & Design
 - J. Freeman, Manager, Purchasing and Supply
 - J. Stevely, Procurement Officer, Purchasing and Supply
 - M. Shears, TCA

APPENDIX 'A'

Chair and Members
Civic Works Committee

#20138
October 20, 2020
(Appoint Consulting Engineer)

RE: Richmond North Recreational Crossing & Pathway Extension Project
Detailed Design & Tendering
(Subledger PK200014)
Capital Project TS165419 - Minor Road Works - Streetlights
Capital Project PD2043-15 - New Major Open Space Network
Capital Project PD204316 - New Major Open Space Network
AECOM Canada Limited - \$520,259.50 (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 and City Engineer, and concurred by the Managing Director, Planning and City Planner the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>TS165419 - Minor Road Works - Streetlights</u>				
Engineering	\$170,000	\$0	\$0	\$170,000
Construction	1,069,170		7,864	1,061,306
	<u>1,239,170</u>	<u>0</u>	<u>7,864</u>	<u>1,231,306</u>
<u>PD2043-15 - New Major Open Space Network</u>				
Engineering	50,000	18,680		31,320
Construction	650,000	381,501	85,000	183,499
	<u>700,000</u>	<u>400,180</u>	<u>85,000</u>	<u>214,820</u>
<u>PD204316 - New Major Open Space Network</u>				
Engineering	128,638	40,558		88,080
Construction	1,600,000	236,104	436,552	927,343
City Related Expenses	1,362	1,362		
	<u>1,730,000</u>	<u>278,025</u>	<u>436,552</u>	<u>1,015,423</u>
NET ESTIMATED EXPENDITURES	<u>\$3,669,170</u>	<u>\$678,205</u>	<u>\$529,416</u>	<u>\$2,461,549</u>

SUMMARY OF FINANCING:

<u>TS165419 - Minor Road Works - Streetlights</u>					
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2)	\$1,239,170	\$0	\$7,864	\$1,231,306
<u>PD2043-15 - New Major Open Space Network</u>					
Debtenture By-law No. W.-5583-182		296,500	169,505	36,004	90,991
Drawdown from City Services - Parks & Recreation Reserve Fund (Development Charges)	2)	403,500	230,675	48,996	123,829
		<u>700,000</u>	<u>400,180</u>	<u>85,000</u>	<u>214,820</u>
<u>PD204316 - New Major Open Space Network</u>					
Debtenture By-law No. W.-5627-275		732,700	117,751	184,891	430,058
Drawdown from City Services - Parks & Recreation Studies Reserve Fund (Development Charges)	2)	997,300	160,274	251,661	585,365
		<u>1,730,000</u>	<u>278,025</u>	<u>436,552</u>	<u>1,015,423</u>
TOTAL FINANCING		<u>\$3,669,170</u>	<u>\$678,205</u>	<u>\$529,416</u>	<u>\$2,461,549</u>

1) **Financial Note**

	<u>TS165419</u>	<u>PD2045-15</u>	<u>PD204316</u>	<u>Total</u>
Contract Price	\$7,728	\$83,530	\$429,002	\$520,260
Add: HST @13%	1,005	10,859	55,770	67,634
Total Contract Price Including Taxes	8,733	94,389	484,772	587,894
Less: HST Rebate	869	9,389	48,220	58,478
Net Contract Price	<u>\$7,864</u>	<u>\$85,000</u>	<u>\$436,552</u>	<u>\$529,416</u>

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

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR - ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	SINGLE SOURCE PROCUREMENT – RENTAL CAR CONTRACT

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, the following actions **BE TAKEN**:

- a) Civic Administration **BE AUTHORIZED** to extend the current single source agreement >\$50,000 for the procurement of compact rental cars as per Section 14.4(d) of the Procurement of Goods and Services Policy;
- b) The submission from Discount Car and Truck Rentals, 720 Arrow Road, North York, Ontario, M9M 2M1, **BE ACCEPTED**; for the supply and delivery of compact rental cars for the remainder of 2020 with a total annual cost of \$84,000, excluding HST and an additional option year (2021) should it be required;
- c) Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this purchase; and
- d) 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.

COUNCIL'S 2019-2023 STRATEGIC PLAN

Municipal Council has recognized in its 2019-2023 - Strategic Plan for the City of London the importance of:

Leading in Public Service

Londoners experience exceptional and valued customer service:

- Increase responsiveness to our customers
- Increase efficiency and effectiveness of service delivery

BACKGROUND

Purpose

Fleet Planning is seeking approval to extend their current single source supply contract >\$50,000 for up to one (1) year with Discount Car and Truck Rentals for the continued supply of compact rental cars to support pandemic-related physical distancing requirements allowing City of London staff to maintain safe and healthy transportation to and from job sites within the City. Fleet Planning is also requesting approval for one (1) option year to be extended only if restrictions continue well into 2021.

Context

The Province of Ontario and the City of London mandated a two (2) metre physical distancing requirement in response to the COVID-19 pandemic. When City outside works staff began returning to work in late April, 2020, the City implemented a one (1) employee per vehicle practice where operationally possible to ensure a safe work environment for returning staff. Fleet Planning redeployed seasonal rental vehicles and other City-owned inactive vehicles to meet the initial need, but as more service areas returned to work in May and June, more vehicles were required. Fleet Planning thus needed to secure vehicles from alternate third party sources. Discount Car and Truck Rentals had inventory available at a competitive price, so vehicles were rented to support health and safety requirements under the low value procurement process originally, then moving to an informal quotation process for services <\$50,000.

As more staff returned to work over the summer months, the number of compact cars being rented increased to a total of 18 units as of September 1, 2020. The length of the rental period for these cars is dependent on the ongoing recovery from the pandemic, as well as any second or third wave of infections. Fleet Planning will continue to monitor the situation and adjust the number of compact cars being rented, however rental cars to ensure physical distancing for staff will almost certainly be required until the end of 2020, possibly well into 2021.

The current fleet of 18 rental cars are set up in JD Edwards with City fuel keys and City unit number decals installed. Keeping the existing rental units until the restrictions are lifted is the most efficient and effective decision for the City of London.

DISCUSSION

Purchasing Process

This report seeks approval from the Civic Works Committee and Council to single source the ongoing rental of compact cars to support distancing requirements in response to the COVID-19 pandemic.

In May 2020, Fleet Planning obtained compact car rental quotes from the City's currently contracted vendor, Bennett Fleet Rentals, as well as Discount Car and Truck Rentals. Discount was the lowest priced vendor on compact cars. Several cars were rented from Discount as per Section 10 of the Procurement of Goods & Services Policy, Informal Request for Quotation (IRFQ Greater than \$15,000 to \$50,000).

As restrictions continue to limit vehicle usage to only one staff member per vehicle unless two or more staff per vehicle is operationally required, the need for additional rental cars will continue. The duration of the rental requirements is unknown at this time so it is anticipated that the annual rental costs for additional compact cars will be approximately \$84,000, exceeding the Informal Request for Quotation (IRFQ Greater than \$15,000 to \$50,000) approval levels.

Financial Impact

The current monthly rental rate per vehicle is \$699. With 18 vehicles currently rented, the total monthly rental costs are now \$12,582. By the end of October 2020, rental costs are expected to exceed \$50,000, which would exceed the approval level of the original Informal RFQ. Total rental car costs for the 2020 fiscal year are projected to be approximately \$84,000.

The operating costs are being tracked in the various Service Areas' budgets and Civic Administration is intending to utilize a portion of the Safe Restart Agreement funding provided by the Federal and Provincial governments, subject to confirmation of eligibility requirements.

CONCLUSION

As described above, Fleet & Operational Services, having consulted with the Service Areas, and Purchasing and Supply are recommending that City continue to rent compact cars from Discount Car and Truck Rentals as per the single source provisions of the Procurement of Goods and Services Policy.

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

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

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 20, 2020
FROM:	SCOTT MATHERS, MPA, P.ENG. DIRECTOR - WATER AND WASTEWATER
SUBJECT:	JOINT OCCUPANCY AND USE AGREEMENT ELGIN-MIDDLESEX PUMPING STATION

RECOMMENDATION

That, on the recommendation of the Director – Water and Wastewater, the following actions **BE TAKEN** with respect to a Joint Occupancy and Use Agreement between Partner Municipalities and the Elgin Area Primary Water Supply System with respect to the Elgin-Middlesex Pumping Station:

- (a) the attached proposed By-law (Appendix ‘A’) **BE INTRODUCED** at the Municipal Council Meeting of October 27, 2020 to approve a Joint Occupancy and Use Agreement between the Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the Elgin-Middlesex Pumping Station;
- (b) the Mayor and City Clerk **BE AUTHORIZED** to execute the Agreement, substantially in the form attached to this by-law, and satisfactory to the City Solicitor, and all documents required to fulfill its conditions; and,
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this Agreement.

It **BEING NOTED** that the Boards of Management for the Elgin Area Primary Water Supply System and both Secondary Water Supply Systems are concurrently undertaking similar actions in order to enter into this Joint Occupancy and Use Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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“Services Agreement between Partner Municipalities and the Ontario Clean Water Agency for Contracted Operations at the Elgin-Middlesex Pumping Station”, Civic Works Committee, May 24, 2017, Agenda item #2.

2019-2023 STRATEGIC PLAN

The following report supports the 2019–2023 Strategic Plan through the strategic focus area of *Leading in Public Service*, by demonstrating leadership and accountability in the management and provision of quality programs and services.

BACKGROUND

Purpose

The purpose of this report is to enter into an agreement with the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System to allow for the joint occupancy and use of the Elgin-Middlesex Pumping Station. The agreement sets out the roles and responsibilities of the various parties moving forward.

Context

The Elgin-Middlesex Pumping Station and Reservoir facility (EMPS) is located in northeast St. Thomas, at 490 South Edgeware Road. The Elgin Area Primary Water Supply System pumps treated water from the Lake Erie Treatment Facility into a reservoir at the EMPS. Pumps within the pumping station draw water from this reservoir for distribution to the three municipalities. There are eight pumps within EMPS. Three pumps provide water solely to London, three pumps provide water to the St. Thomas Secondary Water Supply System, and two pumps provide water to the Aylmer Area Secondary Water Supply System. The Ontario Clean Water Agency is the contracted operator for the EMPS.

In the year 2000, the Province of Ontario transferred ownership of the various EMPS components, dividing ownership among the Elgin Area Primary Water Supply System, and the municipalities of London, St. Thomas, and Aylmer. A copy of the transfer order has been included as Appendix 'C' – Transfer Order London-Elgin Middlesex W1/2000“. Over time it became apparent that there were minor inaccuracies and inconsistencies in the various transfer orders and subsequent Municipal Drinking Water Licenses and Drinking Water Works Permits. The attached agreement was created to deal with several of these inconsistencies. A clear understanding of ownership and operations of the EMPS facility is particularly important from a regulatory perspective and for the purposes of the annual Ministry inspections.

DISCUSSION

Joint Occupancy and Use Agreement

The Elgin Area Primary Water Supply System spearheaded an initiative whereby ownership issues at EMPS have been comprehensively reviewed by the partners involved. Discussions between the partners has resulted in the Joint Occupancy and Use Agreement for the EMPS, attached as Appendix 'B'.

The agreement clearly defines the ownership of the various facility components, including the property, buildings, reservoirs, pumps, pipes, electrical equipment, rechlorination equipment, back-up generators, etc. The agreement also clarifies issues related to operations and maintenance, payments of charges and expenses, asset management, repairs and capital expenses, etc.

At its meeting on June 4, 2020, the Elgin Area Primary Water Supply System Joint Board of Management accepted an asset management plan for the building and building-related assets of the EMPS. Therein, an occupancy rate was developed and is reflected in the Agreement proposed in this report. The *Elgin-Middlesex Station-Building Asset Management Plan* report can be found on the Elgin Area Primary Water Supply System's website.

The proposed Agreement in this report formalizes the tacit understanding between the partners that has been the basis of operation of the EMPS for many years.

CONCLUSIONS

The Elgin-Middlesex Pumping Station and Reservoir facility provides drinking water to the City of London, as well as to the St. Thomas Secondary Water Supply System, and the Aylmer Area Secondary Water Supply System. Ownership of the various components of EMPS was transferred to the three municipalities and to the Elgin Area Primary Water Supply System by the Province of Ontario in the year 2000, but it has long been recognized that inaccuracies and inconsistencies existed in the various transfer orders.

The four owners have undertaken to formally clarify the issues related to the ownership and operation of the EMPS through the attached Joint Occupancy and Use Agreement.

This agreement will ensure the continued harmonious relationship between the owners of the EMPS, and provide clear delineation of ownership and operational responsibilities, which is particularly important for regulatory purposes and annual Ministry inspections.

PREPARED BY:	REVIEWED & CONCURRED BY:
JOHN SIMON, P.ENG. DIVISION MANAGER, WATER OPERATIONS	AARON ROZENTALS, P.ENG. DIVISION MANAGER, WATER ENGINEERING
RECOMMENDED BY:	
SCOTT MATHERS, MPA, P.ENG. DIRECTOR - WATER AND WASTEWATER	

Appendix 'A' - By-law to approve a Joint Occupancy and Use Agreement between the Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the Elgin-Middlesex Pumping Station.

Appendix 'B' – Joint Occupancy and Use Agreement, Elgin–Middlesex Pumping Station

Appendix 'C' – Transfer Order London-Elgin Middlesex W1/2000

- CC: Lynne Livingstone – City Manager
 Andrew Henry – Director – Regional Water Supply
 Matt Sweetland – Aylmer Secondary Water Supply System
 Justin Lawrence – St. Thomas Secondary Water Supply System
 Dan Huggins – Water Quality Manager, Water Operations
 Aaron Rozentals – Division Manager, Water Engineering
 Blair Tully – Ontario Clean Water Agency, General Manager Huron and Elgin

APPENDIX 'A'

Bill No.
2020

By-law No. - _____

A By-law to approve a Joint Occupancy and Use Agreement between the Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the Elgin-Middlesex Pumping Station.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Joint Occupancy and Use Agreement between the Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the Elgin-Middlesex Pumping Station (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "1" to this By-law, between The Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the joint ownership and occupancy of the Elgin-Middlesex Pumping Station is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and 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 October 27, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – October 27, 2020
Second reading – October 27, 2020
Third reading – October 27, 2020

Joint Occupancy and Use Agreement Elgin – Middlesex Pumping Station

THIS AGREEMENT made in quadruplicate the ____ day of _____, 2020

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(herein after referred to as "**London**")

AND

THE ST. THOMAS SECONDARY WATER SUPPLY SYSTEM
(herein after referred to as "**St. Thomas**")

AND

THE AYLMER AREA SECONDARY WATER SUPPLY SYSTEM
(herein after referred to as "**Aylmer**")

AND

THE ELGIN AREA PRIMARY WATER SUPPLY SYSTEM
(herein after referred to as "**Elgin**")

(herein after collectively referred to as the "**Parties**")

WHEREAS Elgin owns the property municipally known as 490 South Edgware Road in the Municipality of Central Elgin (the "**Property**") at which Elgin owns, operates and maintains a terminal reservoir and associated appurtenances of Elgin.

AND WHEREAS Elgin owns and maintains a building on the Property known as the Elgin-Middlesex Pumping Station (the "**EMPS**") that is jointly occupied by London, Aylmer and St. Thomas.

AND WHEREAS London, Aylmer, and St. Thomas jointly occupy the **EMPS** for their operation of pumping stations and associated equipment and appurtenances.

AND WHEREAS Elgin, London, Aylmer, and St. Thomas wish to enter into an Agreement related to the joint occupancy of London, Aylmer, and St. Thomas of the EMPS.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties agree as follows:

Article 1. INTERPRETATION

Section 1.1 Purpose and Affect

Elgin, London, St. Thomas and Aylmer agree that the scope of this agreement is limited to the occupancy and use of the Property, the Facility and the EMPS, and excludes the provision of operating services by a contracted operating authority, or the operation of water works by any of the Parties.

Section 1.2 Definitions

- “Annual Rate” means the cost per square metre of occupancy charged to each of London, Aylmer, and St. Thomas for their respective occupancy of the Elgin-Middlesex Pumping Station.
- “Aylmer” means the Aylmer Area Secondary Water Supply System, supplying water to the Township of Malahide, The Municipality of Central Elgin, and the Town of Aylmer
- “Business Day” means a day other than any holiday as defined in the Interpretation Act (Ontario) and Boxing Day.
- “CMMS” means the Computerized Maintenance Management System owned and utilized by Elgin, and having given authorization for the use of the CMMS for the purposes of tracking work and activities undertaken for the benefit of the EMPS at no cost or liability to Elgin.
- “Elgin” means the Elgin Area Primary Water Supply System
- “EMPS” means the building which contain the pumps and associated equipment of London, Aylmer, and St. Thomas. For clarity, this includes the original pumping station building constructed in about 1967 and the building addition constructed in 1996 and the associated building services, but excludes the Surge Control Building owned by London and the Storage Building jointly owned by Aylmer and St. Thomas.
- “Facility” means the EMPS building, the Surge Control Building owned by London, the Storage Building jointly owned by Aylmer and St. Thomas, the meter chamber owned by St. Thomas, and any building-related services including the sanitary septic system, the HVAC system, and the electrical system.
- “London” means the Corporation of the City of London
- “Property” means the property owned by Elgin located in the Municipality of Central Elgin, municipally known as 490 South Edgeware Road.
- “RWS” means the Regional Water Supply Division of the City of London, seconded to report to and administer Elgin on behalf of the Board of Management for the Elgin Area Primary Water Supply System.

Joint Use and Occupancy Agreement
Elgin – Middlesex Pumping Station

“SCADA” means the Supervisory Control and Data Acquisition System. Elgin has authorized the routing of control code from the Aylmer SCADA at the EMPS, the London SCADA at EMPS, and St. Thomas SCADA at EMPS for the purposes and benefit of remote operation of the EMPS from Elgin’s water treatment plant at no cost or liability to Elgin.

“St. Thomas” means the St. Thomas Secondary Water Supply System, supplying water to the city of St. Thomas, the Municipality of Central Elgin, the Municipality of Southwold, and the Municipality of Dutton Dunwich.

"Uncontrollable Circumstance" means any event or condition which materially alters the rights and obligations of the Parties under this Agreement, or the management, operation or maintenance of the Facility, or the EMPS, which is beyond the reasonable control of or could not reasonably be anticipated by the Party relying thereon as justification for a delay in or non-performance of any obligation of such Party pursuant to this Agreement and shall include but not be limited to:

- i. an act of God, landslide, lightning, earthquake, hurricane, flood, tornado or other natural disaster, fire, explosion, acts of public enemy, terrorism, war, blockade, sabotage, insurrection, riot or public disturbance;
- ii. an order of any court, administrative or governmental agency of competent jurisdiction which has not been made as a result directly or indirectly of the actions or inaction of Elgin, London, St. Thomas, and/or Aylmer. This specific provision shall be construed strictly against the Party seeking to so rely to excuse non-performance or delay;
- iii. a Change of Laws. This specific provision be construed strictly against the Party seeking to so rely to excuse non-performance or delay;
- iv. loss or inability to obtain service from a utility;
- v. provided, however, that a failure by a Party to perform its obligations under this Agreement arising from or related to such Party's insufficient cash flow or its economic or financial condition generally, shall not constitute an Uncontrollable Circumstance;

Section 1.3 Term, Amendment and Termination

The Parties agree that this agreement has an effective date of January 1, 2021 and, subject to amendment or termination in accordance with this Section, this Agreement shall continue indefinitely.

This Agreement may be amended from time to time by mutual agreement of the Parties. No amendments to this Agreement shall be effective unless in writing and signed by all Parties to this Agreement.

Any Party shall have the right to terminate this Agreement. The terminating Party shall provide twelve (12) months written Notice of Termination to the Parties pursuant to Section 9.9 of this Agreement.

Section 1.4 Identification of Sole Ownership – Elgin

The Parties acknowledge that Elgin is the sole owner of the Property, the two cells of the reservoir on the Property, the valve house on the Property, the swab-catch and settling pond on the Property, the overflow and drain from the reservoir, the site drainage and runoff, the associated piping and appurtenances associated with the transmission pipeline to the Property, and the EMPS and associated building-related services on the Property but excluding the pumps and related equipment owned and operated by London, Aylmer, and St. Thomas.

In addition, the Parties acknowledge that Elgin owns:

- the water meter on the discharge piping after the pumps at the Facility that is associated with St. Thomas;
- the water meter on the discharge piping after the pumps at the Facility that is associated with Aylmer;
- the water meter on the discharge piping after the surge tanks in the Surge Control Building that is associated with London;
- the discharge piping from the reservoir outlet to and including the first isolation valve before the suction header within the EMPS;
- The driveway, perimeter fence, and landscaping of the Property;
- The 25m (approximate) communications tower
- The electrical substation supplying power to the Facility
- The EMPS building-related services including septic system, HVAC, overhead crane, and exterior lighting

The Parties further acknowledge that Elgin does not own, in whole or in part, and has no obligations, except where specifically identified within this Agreement, with respect to assets identified as solely or jointly owned by London, St. Thomas or Aylmer, including but not limited to the Surge Control Building and related assets owned by London, and the Storage Building jointly owned by Aylmer and St. Thomas that was previously used for the storage of diesel fuel for the backup generator.

For greater clarity, the assets on the Property which are owned by Elgin are identified in Schedule A of this Agreement.

Section 1.5 Identification of Sole Ownership – London

The Parties acknowledge that London is the sole owner of the pumps generally referred to as #4, #5, and #6, including their associated electrical systems, controls and appurtenances, the transmission pipeline from the discharge header of London's pumps in the EMPS to London's water distribution system, and the Surge Control Building including all equipment within the building, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by London are identified in Schedule A of this Agreement, and the assets within the Facility which are owned by London are identified in Schedule B of this Agreement.

Section 1.6 Identification of Sole Ownership – St. Thomas

The Parties acknowledge that St. Thomas is the sole owner of the pumps generally referred to as #1, #2, and #3, including their associated electrical systems, controls and appurtenances, and the transmission pipeline from the discharge header of St. Thomas' pumps in the EMPS to St. Thomas's water transmission system, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by St. Thomas are identified in Schedule A of this Agreement, and the assets within the EMPS which are owned by St. Thomas are identified in Schedule B of this Agreement.

Section 1.7 Identification of Sole Ownership – Aylmer

The Parties acknowledge that Aylmer is the sole owner of the pumps generally referred to as #7, and #8, including their associated controls and appurtenances, and the transmission pipeline from the EMPS to Aylmer's water transmission system, except the water meter owned by Elgin.

For greater clarity, the assets on the Property which are owned by Aylmer are identified in Schedule A of this Agreement, and the assets within the EMPS which are owned by Aylmer are identified in Schedule B of this Agreement.

Section 1.8 Identification of Joint Ownership

1. Rechlorination System

The Parties acknowledge that Aylmer and St. Thomas jointly own a rechlorination system within the EMPS, including associated electrical systems, controls and appurtenances, which benefit Aylmer and St. Thomas.

2. Backup Generator

The Parties acknowledge that Aylmer and St. Thomas jointly own a backup generator within the EMPS, including associated electrical systems, controls, fuel storage tank, and appurtenances, which benefit Aylmer and St. Thomas.

3. Diesel Fuel Storage Tank

The Parties acknowledge that Aylmer and St. Thomas jointly own an above-ground diesel fuel storage tank located outside the EMPS for the Backup Generator, which benefit Aylmer and St. Thomas.

4. Suction Headers

The Parties acknowledge that London, Aylmer, and St. Thomas jointly own the suction headers from after the first isolation valve after the reservoir, up to but excluding the isolation valve before each pump in the EMPS.

5. Storage Building

The Parties acknowledge that Aylmer and St. Thomas jointly own the building which formerly contained an above-ground fuel storage tank. The fuel storage tank was previously decommissioned and removed by Aylmer and St. Thomas, and the fuel tank replaced with an above-ground storage tank located exterior to the EMPS. The building is currently used for storage of materials and equipment associated with Aylmer and/or St. Thomas.

For greater clarity, the assets on the Property which are jointly owned by London, St. Thomas and/or Aylmer are identified in Schedule A of this Agreement, and the assets within the Facility which are jointly owned by London, St. Thomas, and/or Aylmer are identified in Schedule B of this Agreement.

Article 2. Operation and Maintenance of the Terminal Reservoir and Property

Section 2.1 Site Security

London, Aylmer, and St. Thomas acknowledge and agree that the Property, the Facility, and the EMPS (as applicable) will be secured by Elgin's master key and/or access control system. Monitoring of the site security, including any existing door-switches and motion sensors, will be undertaken by Elgin.

Elgin agrees to allow unrestricted access by London, Aylmer, and St. Thomas to the Facility and the EMPS, including the Operating Authority of London, Aylmer, and St. Thomas.

The Parties agree that unrestricted access is not granted to London, Aylmer, and St. Thomas to the two cells of the reservoir on the Property, the valve house on the Property, the swab-catch and settling pond on the Property, the overflow and drain from the reservoir, the associated piping and appurtenances associated with the transmission pipeline to the Property.

Section 2.2 Property Maintenance

Further to Section 1.4, Elgin is responsible for maintaining the Property including snow removal, pavement maintenance, perimeter fencing, grass cutting and landscaping.

Section 2.3 Property Taxes

Elgin is responsible for paying Property Taxes, or payments in lieu of taxes, to the municipality with respect to the Property and Facility.

Article 3. Operation and Maintenance of the Elgin-Middlesex Pumping Station and the Facility

Section 3.1 Maintenance and Repair of the EMPS Building and Building-Related Assets

Elgin shall be responsible for the maintenance and repair of the EMPS building and building-related assets, including the building HVAC, exterior building lighting, septic system, and electrical substation

Joint Use and Occupancy Agreement Elgin – Middlesex Pumping Station

and excluding the motor control centres and related electrical systems associated with London, Aylmer and St. Thomas.

Section 3.2 Maintenance and Repair of Pumps and Associated Equipment

Notwithstanding Section 2.1, London, Aylmer, and St. Thomas shall each be responsible for maintaining and repairing all assets related to their respective pumps and associated equipment.

Section 3.3 Maintenance and Repair of Jointly Owned Assets

Prior to undertaking the maintenance or repair of jointly owned assets, the joint-owners of the asset shall agree in writing to the apportionment of all related costs associated with the repair. Schedule C of this Agreement may be used as a guide with regard to the apportionment of costs.

Section 3.4 Supervisory Control and Data Acquisition

London, Aylmer, and St. Thomas are each responsible for their respective SCADA systems, including but not limited to the programmable logic controllers (PLC) and human-machine interface (HMI), or other similar control-related equipment, at the EMPS.

If London, Aylmer, and St. Thomas use the same operating authority for the operation of the EMPS that is used by Elgin, Elgin hereby consents to allowing the remote operation of the EMPS to be routed through Elgin's SCADA system and remotely controlled at the Elgin water treatment plant. London, Aylmer and St. Thomas further agree that any routed controls through Elgin's SCADA system shall comply with the network security requirements of Elgin, and any cost associated with adding, maintaining, modifying, or deleting the control routing and associated programming will be at the cost of London, Aylmer, and St. Thomas.

Section 3.5 Computerized Maintenance Management System

If London, Aylmer, and St. Thomas use the same operating authority for the operation of the EMPS that is used by Elgin, Elgin hereby consents to allowing the use of Elgin's CMMS for managing and maintaining the work records associated with the EMPS. The utilization of Elgin's CMMS will be at no cost to London, Aylmer, and St. Thomas.

Notwithstanding the forgoing, any cost associated with the addition of assets, modification of asset data or work schedule, or exportation of data related to assets owned or jointly owned by London, Aylmer and/or St. Thomas, including costs associated with licencing and using Elgin's CMMS, shall be at the cost of London, Aylmer, and St. Thomas.

Section 3.6 Coordination of Operating Authority

London, Aylmer, St. Thomas, and Elgin agree to coordinate the activities of the respective operating authorities for work undertaken at the EMPS, the Facility, and the Property.

Section 3.7 Payment of Operating Expenses

London, Aylmer, and St. Thomas authorize and delegate to the RWS the authority to approve, pay, and recover the regular, reoccurring operational costs incurred with respect to the operation of the EMPS. For further clarity, RWS shall undertake payment of the following regular reoccurring operating expenses on behalf of London, Aylmer, and St. Thomas:

- If the operating authority used by London, Aylmer, and St. Thomas is the same as the operating authority of Elgin, the monthly Service Fee from the operating authority for the operation of the EMPS and the Facility on behalf of London, Aylmer, and St. Thomas
- Electricity
- Natural Gas

All other fees and charges will be paid by London, Aylmer and/or St. Thomas for materials, services and supplies related to the Facility and the EMPS.

In lieu of Elgin paying and providing other services under this Agreement, London, Aylmer, and St. Thomas agree that Elgin will not be allocated costs associated with electricity including but not limited to property maintenance and payment of property taxes.

Section 3.8 Allocation of Operating Expenses

On a monthly basis, RWS will invoice to London, Aylmer, and St. Thomas for the regular reoccurring operational expenses paid by RWS on behalf of London, Aylmer, and St. Thomas as authorized in Section 3.7. The regular reoccurring operational expenses shall be apportioned to each of London, Aylmer, and St. Thomas proportionate to the respective occupancy and/or material utilization.

For greater clarity, the allocation of common operating expenditures which have been authorized for payment are outlined in Schedule C of this Agreement.

Section 3.9 Payment for Occupancy

1. Annual Rate Charged for Occupancy

On or before January 1, 2021 and by January 1st every 5 years thereafter, Elgin will notify each of London, Aylmer, and St. Thomas the Annual Rate charged to each of London, Aylmer and St. Thomas for their respective occupancy of the EMPS.

2. Dedicated Reserve Fund

Revenue from the Annual Rate charged to each of London, Aylmer, and St. Thomas will be placed in a dedicated Reserve Fund which will be used as a source of finance for maintenance, repairs and the renewal of the EMPS building and building-related assets. The dedicated Reserve Fund shall not be used for any other purpose than the maintenance, repair and renewal of the EMPS building and building-related assets, which may include principle and interest payments for debentures and/or intra-Fund loans issued for this purpose.

3. Asset Management Plan

Starting in 2020 and every five-years thereafter, Elgin will update the Asset Management Plan which will form the basis of establishing the long-term financial requirements for the maintenance, repairs and renewal of the EMPS building and building-related assets. The Annual Rate set by Elgin shall be sufficient to ensure the long-term financial requirements necessary are available in the dedicated Reserve Fund for the EMPS.

Article 4. Undertaking Repairs and Capital Investments

Section 4.1 Repairs to Sole-Owned Assets

Where a Party is the sole owner or has the sole care and control of an asset, that respective Party is responsible for any Repair of any asset beyond that which may be included in a service agreement with a contracted operating authority, including the cost of the Repair. That Party is responsible for the coordination of the operating authority and any contractor utilized for the Repair, with the activities undertaken by the other Parties.

Section 4.2 Repairs to Jointly Owned Assets

Where an asset is jointly owned, the Parties which jointly own the asset are collectively responsible for any Repair of the jointly owned asset, beyond that which may be included in a service agreement with a contracted operating authority. The Parties which jointly owned the asset are collectively responsible for the coordination of the operating authority and any contractor utilized for the Repair, with the activities undertaken by the other Parties.

Section 4.3 Capital Improvements

The Parties are separately entitled to undertake capital improvements at the Facility, including the replacement of existing assets or the construction and installation of new assets, subject to Section 7.1 and Section 7.2 of this agreement. The capital improvement is the sole responsibility of the Party, including but not limited to financing, project management, project coordination with other Parties, permits and approvals.

If a capital improvement will be jointly owned by two or more of the Parties, the Parties must agree in writing, prior to undertaking the project, the allocation of the anticipated costs.

The Parties are not entitled to remove, replace, alter, or otherwise modify any asset to which they are not the sole owner without the express written permission of the asset's owner or joint owners.

Article 5. Representations, Warrantees and Covenants

Section 5.1 Representations, Warrantees and Covenants of Elgin

1. Authority to Contract.

Elgin warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

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2. *Provision of Information.*

Elgin shall use reasonable care to prepare and supply to St. Thomas, London, and/or Aylmer, for the benefit of itself or themselves of any report or information required hereunder.

3. *Skilled Personnel.*

Elgin represents and warrants to St. Thomas, London, and Aylmer that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. *Construction and Maintenance.*

Elgin covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of Elgin at the Facility and on the Property.

5. *Access.*

Elgin covenants and agrees to allow unrestricted access to London, Aylmer, and St. Thomas to the Property and the Facility in accordance with Section 2.1 of this Agreement.

Section 5.2 Representations, Warranties and Covenants of London

1. *Authority to Contract.*

London warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. *Provision of Information.*

London shall use reasonable care to prepare and supply to Elgin, Aylmer, and/or St. Thomas, for the benefit of itself or themselves of any report or information required hereunder.

3. *Skilled Personnel.*

London represents and warrants to Elgin, Aylmer, and St. Thomas that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. *Construction and Maintenance.*

London covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of London at the Facility.

5. *Use of the Property.*

London covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Section 5.3 Representations, Warrantees and Covenants of Aylmer

1. Authority to Contract.

Aylmer warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. Provision of Information.

Aylmer shall use reasonable care to prepare and supply to Elgin, London, and/or St. Thomas, for the benefit of itself or themselves of any report or information required hereunder.

3. Skilled Personnel.

Aylmer represents and warrants to Elgin, London, and St. Thomas that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. Construction and Maintenance.

Aylmer covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of Aylmer at the Facility.

5. Use of the Property.

Aylmer covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Section 5.4 Representations, Warrantees and Covenants of St. Thomas

1. Authority to Contract.

St. Thomas warrants that it has the power and authority to enter into and carry out all of its obligations under this Agreement.

2. Provision of Information.

St. Thomas shall use reasonable care to prepare and supply to Elgin, London, and/or Aylmer, for the benefit of itself or themselves of any report or information required hereunder.

3. Skilled Personnel.

St. Thomas represents and warrants to Elgin, London, and Aylmer that they have, and any employee or other person that they may retain to help perform services hereunder, will have all necessary skills, training and qualifications to provide services in accordance with the provisions of this Agreement and applicable law.

4. Construction and Maintenance.

St. Thomas covenants and agrees to construct, repair, maintain, and keep in a good state of repair and in accordance with any good engineering practice and applicable law, certificates of approval, licence and/or permits, all equipment and water works that belong to or are under the care and control of St. Thomas at the Facility.

5. Use of the Property.

St. Thomas covenants and agrees to not utilize the Property without the express written permission of Elgin, except where permitted to by this Agreement.

Article 6. Liability, Indemnity, and Insurance

Section 6.1 Indemnification of London, Aylmer, and St. Thomas by Elgin

Elgin shall indemnify and hold London, Aylmer, and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of Elgin, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of Elgin.

Section 6.2 Indemnification of Elgin, Aylmer, and St. Thomas by London

London shall indemnify and hold Elgin, Aylmer and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of London, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of London.

Section 6.3 Indemnification of Elgin, London, and St. Thomas by Aylmer

Aylmer shall indemnify and hold London, Elgin and St. Thomas, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of Aylmer, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of Aylmer.

Section 6.4 Indemnification of Elgin, London, and Aylmer by St. Thomas

St. Thomas shall indemnify and hold London, Aylmer and Elgin, their employees, officers, directors, agents and representatives harmless from and against all liability for all damages of any nature whatsoever, including any bodily injury or personal damage claim and any damage to or loss of use or loss of any personal or real property, which is caused by or directly attributable to the negligent or wrongful act of St. Thomas, its employees, officers, directors, agents and representatives for which it may be responsible in the performance or purported performance of its obligations hereunder, but only to the extent and in proportion to the negligence or fault of St. Thomas.

Section 6.5 Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 6.6 Uncontrollable Circumstances

In the event that performance of this Agreement in the reasonable opinion of a Party is made impossible by reason of an Uncontrollable Circumstance, and if a Party seeks to rely on the occurrence of an act, event or condition as an Uncontrollable Circumstance as grounds for not performing its obligations under this Agreement, then the Party relying on such act, event or condition shall:

1. Provide prompt notice to the other Party of the occurrence of the act, event or condition as soon as reasonably practicable after the Party first knew of such occurrence and give an estimation of its expected duration and the probable impact on the performance of its obligations hereunder,
2. Exercise all reasonable efforts to continue to perform its obligations hereunder,
3. In accordance with this Agreement, as expeditiously as reasonably practicable take action to correct or cure the act, event or condition preventing its performance,
4. Exercise all reasonable efforts to mitigate or limit damages to the other Party, and
5. Provide prompt notice to the other Party of the cessation of the act, event or condition giving rise to its inability *to perform*,

Except as expressly provided under the terms of this Agreement, no Party to this Agreement shall be liable to the other Parties for any loss, damage, delay, default, or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstance.

Article 7. Changes and Amendments to the Agreement

Section 7.1 New Equipment and Processes

Where a capital improvement is undertaken by London, Aylmer and/or St. Thomas in the EMPS that results in a change in their respective occupancy of the EMPS or Facility, or results in a change in their consumption of natural gas or electricity, the Schedule C of this agreement shall be reviewed and if necessary revised with respect to the allocation of costs based on occupancy and/or utilization.

Any amendments or changes to Schedule C shall be agreed upon in writing by the Parties.

Section 7.2 New Buildings or Building Additions

Buildings or other permanent structures shall not be extended or added to the Property by London, Aylmer, and/or St. Thomas without the express written permission of Elgin.

Section 7.3 Material Changes to the Agreement

A Party must provide Notice to the other Parties upon the initiation of a project or undertaking which may materially affect the allocation of costs, and/or coordination of operational responsibilities, and/or ownership or joint ownership of assets.

Any Party may request that the Agreement and/or Schedules be reviewed by the Parties upon significant changes to processes and equipment at the Facility that materially affect the allocation of costs, and/or coordination of operational responsibilities, and/or ownership or joint ownership of assets.

Section 7.4 Renegotiation of the Agreement

Any Party can give Notice to the other Parties requesting a review and renegotiate the terms and conditions of the Agreement at any time. The Notice must include, at a minimum: (1) identification of proposed changes to the process/equipment, (2) anticipated impact on the agreement, and (3) proposed changes/amendments to the agreement.

A Notice of request to review and amend the Agreement and/or Schedules must be submitted to the Parties in writing. The Parties agree to meet within a reasonable timeframe to discuss proposed amendments to the Agreement and/or Schedules.

All Parties must respond in writing to the notifying Party within 14 days of the Notice, specifying their acceptance of the proposed changes or the timeframe for which the negotiations are to take place.

All changes or amendments to this Agreement must be rendered in writing.

Article 8. Health and Safety

Section 8.1 Asbestos

Elgin will maintain and update at least annually an asbestos inventory of the EMPS, and provide an updated inventory to each of London, Aylmer and St. Thomas. Elgin is responsible for the maintenance, repair and abatement, if and as applicable, of asbestos containing materials that is associated with the EMPS building and building-related assets.

London, Aylmer, and St. Thomas will immediately notify Elgin of any damage observed to asbestos containing substances related to.

Each of London, Aylmer, and St. Thomas are responsible for the maintenance, repair and abatement, if and as applicable, of asbestos containing materials associated with their pumps and associated equipment.

Section 8.2 Notification of Designated Substances

Elgin, London, Aylmer, and St. Thomas acknowledge and agree that each of Elgin, London, Aylmer, and St. Thomas, individually, are each responsible for the notification of designated substances to the Parties, their operating authority, and any contractor undertaking a Repair or Capital Investment on their behalf at the EMPS and the Facility.

Article 9. General Provisions

Section 9.1 Dispute Resolution.

If a dispute arises between the parties, the parties agree that the Dispute Resolution Process outlined in Schedule D shall be used.

Section 9.2 Applicable Law.

This Agreement and its interpretation shall be governed by the laws of the Province of Ontario.

Section 9.3 Headings.

The headings and captions appearing in this Agreement have been inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Section 9.4 Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations or agreements. No oral agreement or conversation with any officer, agent or employee of Elgin, London, Aylmer and/or St. Thomas, either before or after the execution of this Agreement, shall affect or modify any of its terms or obligations herein contained.

Section 9.5 Enurement and Assignment.

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

Section 9.6 Survival.

Wherever this Agreement contains an express obligation by one or more Parties to indemnify any other Party, such obligation to indemnify shall survive the completion or termination of this Agreement and continue in full force and effect.

Section 9.7 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 9.8 Waiver.

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

Section 9.9 Notices.

1. Delivery Mode and Address.

Any Notice required to be or may be given or made by one of the parties hereto to the other, it shall be in writing and shall be delivered in person, transmitted by facsimile, transmitted by e-mail, or similar means of recorded electronic communication, or sent by ordinary or registered mail to the respective addresses of the parties hereto:

If to Elgin:

The Elgin Area Primary Water Supply System
235 North Centre Road, Suite 200
London, Ontario N5X 4E7

Attention: Director – Regional Water
Phone: (519) 930.3505 ext.1355
Facsimile: (519) 474.0451
eMail: GENERAL@HuronElginWater.CA
and copied to: AHENRY@HuronElginWater.CA

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If to London:

The Corporation of the City of London
Engineering & Environmental Services
300 Dufferin Avenue
London, ONT N6A 4L9

Attention: Kelly Scherr, Executive Director & City Engineer
Phone: (519) 661-2489, ext. 2391
Facsimile: (519) 661-2354
eMail: KSCHERR@LONDON.CA

If to Aylmer:

The Aylmer Area Secondary Water Supply System
c/o The Corporation of the Township of Malahide
87 John Street South
Aylmer, ONT N5H 2C3

Attention: Chief Administrative Officer / Clerk
Phone: 519-773-5344 ext.225
Facsimile: 519-773-5334
eMail: MALAHIDE@MALAHIDE.CA

If to St. Thomas:

The St. Thomas Secondary Water Supply System
c/o the Corporation of the City of St. Thomas
PO Box 520, 545 Talbot Street
St. Thomas, ONT N5P 3V7

Attention: Justin Lawrence, City Engineer
Phone: (519) 631-1680 x.4165
Facsimile: (519) 631-2130
eMail: JLAWRENCE@STTHOMAS.CA

2. Time of Delivery.

Any such Notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day), or if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other events which might reasonably be expected to disrupt the delivery of document by mail, any notice hereunder shall be delivered or transmitted by means of recorded electronic communications as aforesaid.

Section 9.10 Counterparts: Electronic Copies

This Agreement may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party. Such electronic copies shall constitute enforceable original documents.

[The remainder of this page intentionally left blank]

**Joint Use and Occupancy Agreement
Elgin – Middlesex Pumping Station**

IN WITNESS WHEREOF Elgin, London, St. Thomas and Aylmer have caused this Agreement to be executed by the affixing of their proper seals attested by the signature of the proper persons duly authorized in that behalf.

THE ELGIN AREA PRIMARY WATER SUPPLY SYSTEM

_____	_____
Chair	Chief Administrative Officer
_____	_____
Date	Date

THE CORPORATION OF THE CITY OF LONDON

_____	_____
Mayor	Clerk
_____	_____
Date	Date

THE AYLMER AREA SECONDARY WATER SUPPLY SYSTEM

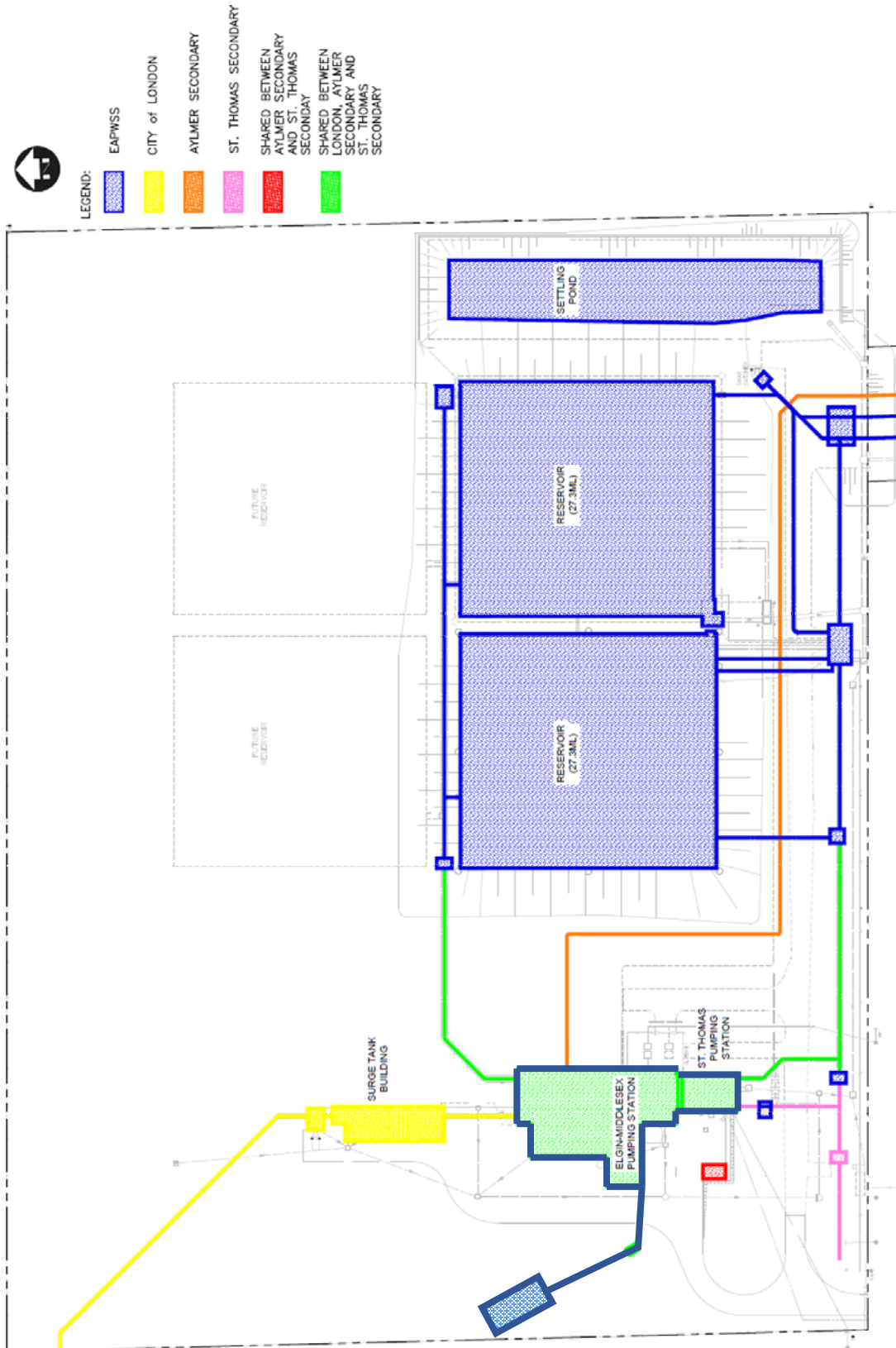
_____	_____
Mayor, Township of Malahide	CAO/Clerk, Township of Malahide
_____	_____
Date	Date

THE ST. THOMAS SECONDARY WATER SUPPLY SYSTEM

_____	_____
Mayor, City of St. Thomas	CAO/Clerk, City of St. Thomas
_____	_____
Date	Date

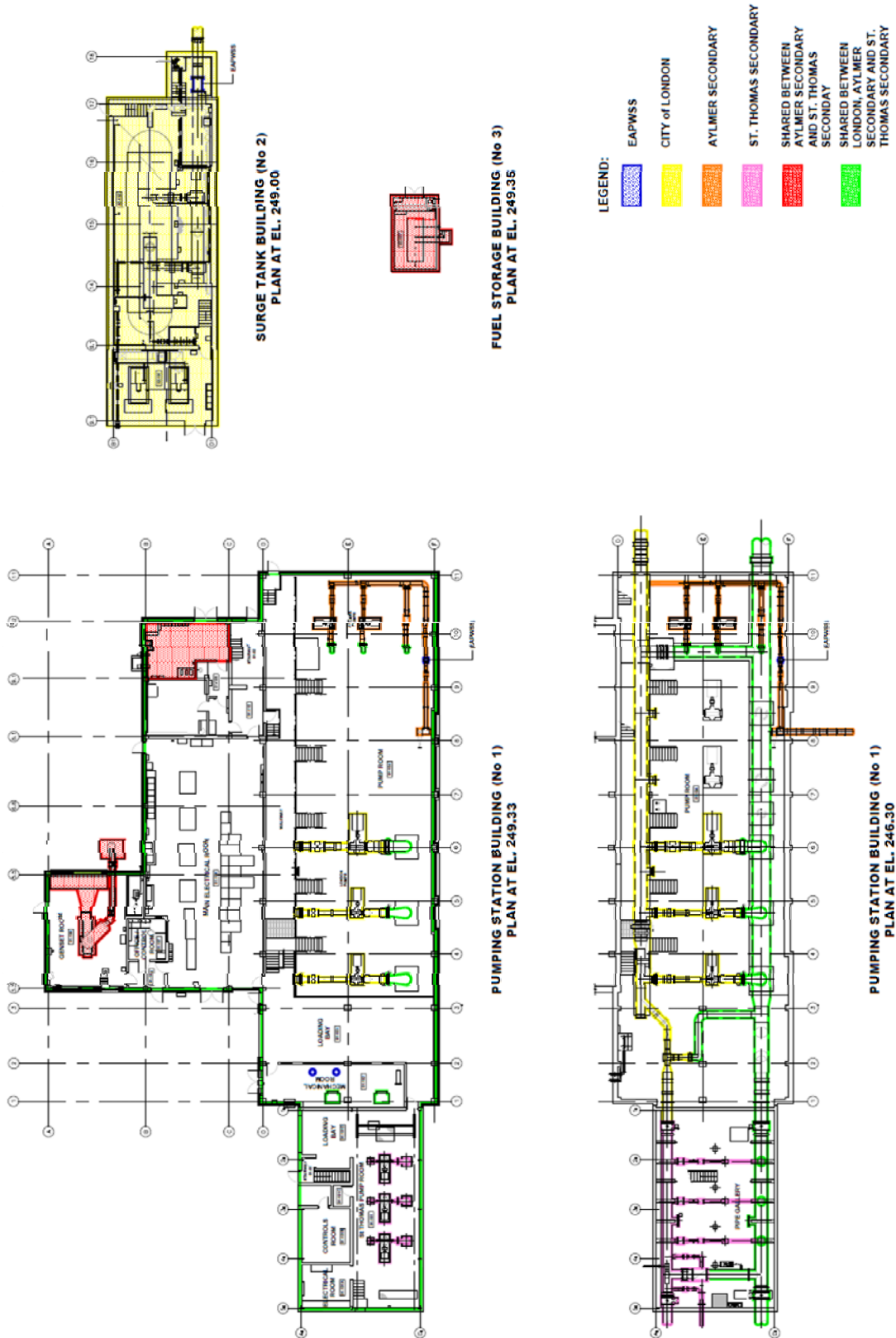
SCHEDULE A

ELGIN-MIDDLESEX PUMPING STATION AND TERMINAL RESERVOIR



SCHEDULE B

ELGIN MIDDLESEX PUMPING STATION – GROUND & BASEMENT LEVELS



SCHEDULE C

ALLOCATION OF COSTS AND EXPENDITURES

Beneficiary by Area:

Where expenditures are agreed to be allocated by area of occupancy or shared occupancy, the following table shall be used for calculating the proportionate allocation of cost:

LOCATION	LONDON (m ²)	ST. THOMAS (m ²)	AYLMER (m ²)	TOTAL (m ²)
Common Hallways, Loading Bay, and Lobbies	50.8 (33.3%)	50.7 (33.3%)	50.7 (33.3%)	152.2
Chlorine Room	n/a	36.7 (50%)	36.6 (50%)	73.3
Backup Generator Room	n/a	31.1 (50%)	31.1 (50%)	62.2
Control Room	3.5 (33.3%)	3.5 (33.3%)	3.5 (33.3%)	10.5
Electrical Room(s)	67.0 (32.7%)	71.0 (34.6%)	67.0 (32.7%)	205.0
Mechanical Room	13.3 (33.3%)	13.2 (33.3%)	13.3 (33.5%)	39.8
Pump Room(s) – ground level	432.2 (67.8%)	113.2 (17.8%)	91.7 (14.4%)	637.1
Pump Room(s) – Basement level	432.2 (61.2%)	181.8 (25.8%)	91.7 (13.0%)	705.7
SUBTOTAL EMPS	999.0 (53.0%)	501.2 (26.6%)	385.6 (20.4%)	1885.8
Surge Control Building	261.3 (100%)	n/a	n/a	261.3
Former Fuel Storage Building	n/a	13.0 (50%)	13.0 (50%)	26.0
TOTAL	1260.3 (58.0%)	514.2 (23.7%)	398.6 (18.3%)	2173.1

Joint Use and Occupancy Agreement Elgin – Middlesex Pumping Station

Operating Expenditures:

Regularly occurring operating expenditures include the service fee payable to a common operating authority contracted to operate and maintain the Elgin-Middlesex Pumping Station on behalf of London, St. Thomas and Aylmer. In addition, common operational costs such as electricity, natural gas, chemicals and fuel are to be divided between the benefiting partners as follows:

EXPENSE	LONDON	ST. THOMAS	AYLMER
Operating Service Fee ¹	69.5%	20.0%	10.5%
Electricity	<i>Electrical cost allocation estimated in proportion to the pump run-times, adjusted for pump size (horsepower), on a monthly basis.²</i>		
Natural Gas (heating) ³	58.0%	23.7%	18.3%
Other Chemicals	n/a	n/a	n/a
Diesel Fuel	n/a	50.0%	50.0%
Chlorine ⁴	n/a	64.5%	35.5%

Repairs and Capital Expenditures – Single Beneficiary:

Capital expenditures and repairs excluded from the service agreement with the operating authority are the responsibility of the party that owns the asset. Where the expenditure is excluded from the service agreement with the operating authority, the party that owns the asset is responsible for all costs associated with the repair or capital investment.

Repairs and Capital Expenditures – Multiple Beneficiary:

Capital expenditures and repairs excluded from the service agreement with the operating authority are the responsibility of the Parties that jointly own the asset. Where the expenditure is excluded from the service agreement with the operating authority, the Parties that jointly own the asset are responsible for all costs associated with the repair or capital investment.

Prior to the repair or capital investment being undertaken, the Parties that jointly own the asset are to agree in writing with respect to project management, budget, and allocation of costs.

¹ Value derived from the estimated volume proportion (5-year average)

² Algorithm used for the allocation of electrical costs on a monthly basis should be adjusted if sub-metering is installed by the Parties.

³ Calculation based on proportion of area of occupancy

⁴ Value derived from the estimated volume proportion (5-year average) between Aylmer and St. Thomas

SCHEDULE D

DISPUTE RESOLUTION PROCESS

In the event of a controversy or dispute between the Parties arising out of or in connection with this Agreement or regarding the interpretation of the provisions thereof, the following process will be followed:

1. The Party alleging a controversy or dispute (the “Disputing Party”) must notify the other Party (the “Recipient Party”) or other Parties (the “Recipient Parties”) in writing of such dispute or controversy (“Dispute Notice”) and specify the particulars of such dispute or controversy in the Dispute Notice.
2. Upon receipt of a Dispute Notice by the Recipient Party(s), the Recipient Party(s) and the Disputing Party must mutually consult in good faith in an attempt to settle amicably and in the spirit of cooperation any such controversy or dispute.
3. If on the date which is fourteen (14) days after the Recipient Party’s receipt of the Dispute Notice the Disputing Party and the Recipient Party(s) have not amicably settled the matter(s) set out in the Dispute Notice then the matter(s) shall be referred to a single arbitrator whose decision shall be final and binding. If the Parties cannot agree on the arbitrator, either party may apply under Section 10 of the Ontario Arbitrations Act for the Court to select an Arbitrator.

Municipal Water and Sewage Transfer Act, 1997
Section 2
Transfer Order for the
Elgin-Middlesex Secondary Water Supply System
Transfer Order London-Elgin Middlesex W1/2000

To: The Corporation of the City of London (the "Municipality")
City Clerk, Attention: Jeffrey A. Malpass

Whereas the Ontario Clean Water Agency (the "Agency") is the owner of the Elgin-Middlesex Water Supply System (the "Works") as described below:

- **Elgin-Middlesex pumping station** including three pumps, overflow settling pond and re-chlorination facilities, excluding the two (2) pumps, associated piping and controls servicing the Aylmer Area Secondary Water Supply System;
- **Elgin-Middlesex reservoir** including a 27,300 cubic metre concrete in-ground reservoir;
- **Elgin-Middlesex surge facility** consisting of a surge tank and associated controls;
- **a transmission pipeline** including a 1050 millimetre diameter pipeline that extends from the Elgin-Middlesex reservoir and pumping station to the City of London at Highbury Avenue and Webber Bourne; and
- associated site works, piping, electrical, mechanical and instrumentation controls.

Whereas the Agency is responsible for the operation of the Works;

Whereas the Ministry of the Environment (the "Ministry") (the successor to the Ministry of Environment and Energy) gave notice of the proposal to issue this Transfer Order to the Municipality on the **25th day of January, 2000**;

Whereas submissions were received and considered in the finalization of the Orders;

Pursuant to subsection 2(1) of the *Municipal Water and Sewage Transfer Act, 1997* (MWASTA), the works, properties and assets acquired by the Province for the purpose of the Works, including any other assets, liabilities, rights and obligations of the Agency, (except as provided below or in orders under section 10 or subsection 2(6) of MWASTA), are hereby transferred to the Municipality, effective the 29th day of November, 2000.

This Transfer Order does not transfer any chattels used by the Agency in connection with the operation of the Works. The title to such chattels remains governed by the agreement under which the Works are operated from time to time.

Pursuant to subsection 2(5) of MWASTA, certain liabilities are not transferred, but all other liabilities and obligations of the Agency or its predecessors with respect to the Works (other than The Agency's continued obligation to operate the Works under section 7 of MWASTA) are transferred to the Municipality.

Supplementary transfer orders for registration purposes confirming the transfer of the interests in land transferred by this order will be issued under subsection 2(6) of MWASTA.

For greater certainty, the rights and obligations of the Agency under any agreement (including those between a railway, a company that operates a pipeline or the Government of Canada with respect to a canal or other federally-owned waterway or airport and the Agency or one of its predecessors) providing for a railway, pipeline, waterway or airport and the Works crossing each other or occupying the same property, are transferred to the Municipality.

Pursuant to section 8 of MWASTA, this transfer order does not affect the Municipality's obligations to make payments to the Agency.

Subject to section 10 of MWASTA, subsequent to this transfer occurring, the Agency will issue one (or, if necessary, more) adjusting account(s) and the Municipality shall make the payment(s) required by the account(s) to the Agency or, in the event an adjusting account shows an overpayment, the Agency shall make the required payment(s) to the Municipality.

Dated the 29th day of November, 2000.



Minister of the Environment

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON TUESDAY, OCTOBER 20, 2020
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	VAUXHALL WWTP UPGRADES – ENGINEERING DESIGN CONSULTANT AWARD

RECOMMENDATION

That, on the recommendation of the Managing Director of Environmental and Engineering Services & City Engineer, the following actions **BE TAKEN** with respect to the assignment of consulting services for the completion of detailed design for upgrades at the Vauxhall Wastewater Treatment Plant:

- a) AECOM Canada Ltd. **BE APPOINTED** Consulting Engineers in the amount of \$282,221.50, including 15% contingency, excluding HST, in accordance with Section 15.2 (d) of the City of London’s Procurement of Goods and Services Policy;
- b) the financing for the project **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 project;
- d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract; 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

Civic Works Committee, October 22, 2019 – Item 2.7: East London Sanitary Servicing Study Municipal Class Environmental Assessment: Issuance of Addendum

Civic Works Committee, July 17, 2017 – Item 2.11: Appointment of Consulting Engineer, Design and Construction Administration Services, Pottersburg-Vauxhall Wastewater Treatment Plants Interconnection Project

Civic Works Committee, June 2, 2015 – Item 2.6: Engineering Services for the Stress-Testing and Re-rating of Adelaide, Pottersburg & Vauxhall Wastewater Treatment Plants

2019-2023 STRATEGIC PLAN

Strategic Plan

This project supports the 2019-2023 Strategic Plan through Building a Sustainable City:

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

- Conserve energy and increase actions to respond to climate change and severe weather.

BACKGROUND

Purpose

The purpose of this report is to seek approval to award AECOM Canada Ltd. a contract for consulting services for the detailed design of upgrades at the Vauxhall Wastewater Treatment Plant, including the replacement of aging process equipment and the construction of a new wet weather equalization facility.

Context

The Vauxhall and Pottersburg Wastewater Treatment Plants provide treatment for all wastewater generated in the City's east end. A Master Plan to optimize these two sewersheds recommended a forcemain between the two plants, allowing the additional capacity at Vauxhall to be utilized for growth in the Pottersburg sewershed. As part of this optimization strategy, several upgrades to the Vauxhall plant are required. The upgrades to be designed under this project will increase the resiliency of the treatment process while minimizing bypasses and overflows. The reduction of overflows is identified as a target under the 2019-2023 Strategic plan.

DISCUSSION

In 2013, the City retained XCG consultants to conduct a desktop capacity evaluation of both the Vauxhall and Pottersburg Wastewater Treatment Plants. The intention was to determine whether these plants possessed more treatment capacity than their current Ministry of the Environment, Conservation and Parks (MECP) rated capacity. The results indicated that Vauxhall had additional treatment capacity but the ability to realize this additional capacity was reduced by the infrequent but extreme peak flows received at the plant. This was caused primarily by inflow and infiltration in the Vauxhall sewershed during wet weather. In contrast, Pottersburg, due to age and some operational issues, was found to have a functionally reduced capacity relative to its rated capacity. A follow up field stress testing exercise completed by Stantec in 2017 confirmed the results of XCG's assessment.

The Pottersburg sewershed is forecast to experience future growth, whereas the Vauxhall sewershed is fully built-out with only minor infill development expected. Additionally, the Pottersburg sewershed includes the commercial/industrial lands located adjacent to the Veterans Memorial Parkway. The development of this area could impose significant wastewater treatment requirements depending on the nature of the businesses. In order to optimize treatment between the two plants and ensure that adequate capacity is available to service growth, three interconnecting forcemains were recently constructed between the two plants. These forcemains will allow Wastewater Treatment Operations staff to transfer flow from Pottersburg to Vauxhall for treatment and sludge from Vauxhall to Pottersburg for thickening as well as removal from site via tanker truck. The pumping stations associated with this solution are currently under design with construction anticipated in 2021.

The intent of this assignment is to upgrade Vauxhall to better manage peak flows and to achieve the maximum re-rating possible within existing treatment tankage. This should allow for the reduced capacity at Pottersburg to be recouped by a re-rated Vauxhall, resulting in no net loss of treatment capacity in the City's east end. The upgrades to be designed include:

- **Equalization tankage and pumping for peak shaving** – this will increase the allowable re-rated capacity of Vauxhall while simultaneously reducing overflows and bypasses.
- **Secondary clarifier mechanism replacements** – The secondary clarifier mechanisms for the two treatment sections at Vauxhall were installed in the 1950s and the 1970s. In order to ensure Vauxhall continues to operate without issues, the mechanisms are being upgraded as part of life-cycle replacements. The proposed upgrades are also expected to contribute to the increase in rated capacity.
- **UV disinfection equipment upgrades** – The existing UV system is approaching its end of useful life and is undersized relative to the anticipated increased rated plant capacity. In addition to improved reliability, new units will also provide opportunity for energy reduction.

The City of London has received preliminary approval from the MECP for the previously described approach to re-rating Vauxhall and as described in the East London Sanitary Servicing Study Addendum that was completed in 2019. Part of this assignment will include supporting City staff in formalizing the increase to Vauxhall's rated capacity along with a commensurate reduction in Pottersburg's rated capacity.

Procurement Process

In order to retain an engineering firm capable of the requisite technical analysis capability and experience, City staff solicited the services of qualified engineering firms through a Request for Proposal (RFP) process, undertaken in accordance with the City of London Procurement of Goods and Services Policy, Section 15.2(d).

Proposals were received from five firms, including:

- AECOM Canada Ltd.;
- Dillon Consulting;
- Jacobs (CH2M Hill Canada Ltd.);
- Green Pi Inc.; and
- R.V. Anderson Associates Ltd.

The submissions were reviewed by staff from Wastewater Treatment Operations and Purchasing and Supply to ensure compliance with the City's Procurement of Goods and Services Policy. Jacobs and AECOM's proposals were the highest scoring and were viewed to be functionally equivalent. As a result, The City initiated a request for a Best and Final Offer (BAFO) to help further evaluate the two firms as well as to clarify the scope of services to be provided. The City's evaluation team determined that the BAFO proposal provided by AECOM provided the best overall value to the City.

The project team proposed by AECOM has extensive experience with similarly scoped assignments for other municipalities in Ontario comparable to the City of London. AECOM has also successfully completed multiple projects involving design and contract administration during construction for the City and elsewhere. Overall, their proposal met all of the key project requirements. Their staff are qualified to undertake the required engineering services.

Project Schedule and Budget Implications

The design portion of this assignment is scheduled to be complete by late spring 2021, with construction beginning shortly thereafter. While the proposed timeline is aggressive, City staff have identified several approaches which will assist in expediting the design and construction process. Flow equalization systems are planned for completion by the end of 2021. The remainder of the upgrades are expected to be constructed and in service by Fall 2022.

The upset limit proposed by AECOM aligns with budget expectations and the funds required for this study are available in the City's approved capital budget.

CONCLUSIONS

AECOM was found to provide the best value to the City through the RFP selection process for consulting services for the completion of the Design and Contract Administration for the proposed upgrades at the Vauxhall WWTP. AECOM has demonstrated the ability in similarly scoped assignments. Through their proposal, they have demonstrated a good understanding of this project. It is recommended that AECOM be awarded this assignment.

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

Attachment: Appendix "A" Sources of Financing

- cc: John Freeman, Purchasing and Supply
 Alan Dunbar, FP&P
 Jason Davies, FP&P
 Chris Ginty, Procurement Officer
 Mo Bagajati, P.Eng., AECOM Canada Ltd.

APPENDIX 'A'

#20144

Chair and Members
Civic Works Committee

October 20, 2020
(Appoint Consulting Engineer)

**RE: Vauxhall WWTP Upgrades - Engineering Design Consultant Award
(Subledger FS20VX02)
Capital Project ES5024 - Vauxhall / Pottersburg Capacity Upgrades & Flow Equalization
AECOM Canada Ltd. - \$282,221.50 (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	This Submission	Balance for Future Work
Engineering	\$287,189	\$287,189	\$0
Construction	1,712,811		1,712,811
NET ESTIMATED EXPENDITURES	\$2,000,000	\$287,189 1)	\$1,712,811
SUMMARY OF FINANCING:			
Drawdown from Sewage Works Reserve Fund	\$2,000,000	\$287,189	\$1,712,811
TOTAL FINANCING	\$2,000,000	\$287,189	\$1,712,811

1) **Financial Note:**

Contract Price	\$282,222
Add: HST @13%	36,689
Total Contract Price Including Taxes	318,911
Less: HST Rebate	31,722
Net Contract Price	<u>\$287,189</u>

JG

Jason Davies
Manager of Financial Planning & Policy

From: Catherine

Sent: Thursday, September 24, 2020 12:08 PM

To: CWC <cwc@london.ca>; Lehman, Steve <slehman@london.ca>

Subject: [EXTERNAL] Mud Creek Stormwater Management Project

Civic Works Committee

City of London

The residents and property owners on Braemar Crescent have been engaged and attentive to the Mud Creek Stormwater Management Project since it was first discussed – at least five years ago. Many have attended multiple meetings and consultations during the environmental assessment, have emailed with city staff, and have walked with city staff through the area to get a full understanding of the changes proposed.

However, what is taking place is not at all what was described to us:

1. We were told *some* trees would need to be removed and that it would be very selective. It is much more extensive than described.
2. The more recent issue is we were told an access road would need to be made immediately south of the CN rail track to get equipment in, and we were provided with a map on the August 26th information letter to show us where the access road would go. Now it is clear that this is not at all an accurate depiction of what is happening behind our houses. The area is huge and extends at least five properties past where it is indicated on the map. (see the map provided to us at <https://getinvolved.london.ca/mudcreek>)

When I wrote to city staff to ask about this, I was told the map is a “very general schematic diagram of the work” and the extra space will be used as a staging area.

When I asked why this huge staging area was never disclosed to us or marked on any of the maps supplied to us, I was told “Specific construction operations and details are not shared with the public for comment.” Obviously this is problematic.

This surely must be contrary to the Council's approach to civic engagement that it would allow staff and consultants to downplay the actual size and impacts of infrastructure projects when asked directly by the public what the impact of a project might be. Citizens should never be surprised by what is taking place.

Since the time of the final public consultation related to the environmental assessment, there has obviously been a detailed design of the project completed, and this detail would have been clear to city staff long before the August 26th information letter was sent to us. Why wasn't an accurate depiction of the work shown on that map that was distributed to the homeowners adjacent to the project? Or why wasn't a pre-construction meeting held? This is standard procedure for road resurfacing, so surely larger projects such as stormwater management demand the same.

Now we are concerned that the statements at the meetings about restoration and mitigation will not be completed as we were told as well.

I am requesting that this letter appear on the next agenda. I would like an explanation through Council from staff as to why this happened, and moving forward, how communication with the public can be more transparent and accurate. I would appreciate it if Council could direct staff to implement a new communication strategy for such projects. I would also ask that the restoration plans for the site shown on the attached map be shared with residents.

Yours sincerely,

Catherine Blake

18 Braemar Crescent

DEFERRED MATTERS

CIVIC WORKS COMMITTEE

as of October 9, 2020

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Rapid Transit Corridor Traffic Flow</u> 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>	December 12, 2016	Q4, 2020	K. Scherr J. Dann	
2.	<p><u>Garbage and Recycling Collection and Next Steps</u> 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>	January 10, 2017	Q1, 2021	K. Scherr J. Stanford	
3.	<p><u>Bike Share System for London – Update and Next Steps</u> 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>	August 12, 2019	Q1, 2021	K. Scherr	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>that the Civic Administration BE DIRECTED to finalize the bike share business case and prepare a draft implementation plan for a bike share system in London, including identifying potential partners, an operations plan, a marketing plan and financing strategies, and submit to Civic Works Committee by January 2020; it being noted that a communication from C. Butler, dated August 8, 2019, with respect to the above matter was received.</p>				
4.	<p><u>745-747 Waterloo Street</u> 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 attached 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</p>	October 2, 2018	Q2, 2021	K. Scherr	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>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 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> 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, 2019	Q4, 2020	K. Scherr	
6.	<p><u>Parking Changes</u> 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>	March 10, 2020	Q1, 2021	K. Scherr	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<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>				
7.	<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</p>	June 23, 2020	Q3, 2020	K. Scherr D. MacRae	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>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>				
8.	<p><u>MADD Canada Memorial Sign</u> That the following actions be taken with respect to the memorial sign request submitted by Shauna and David Andrews, dated June 1, 2020, and supported by Mothers Against Drunk Driving (MADD) Canada:</p> <p>a) the Civic Administration BE DIRECTED to engage in discussions with MADD Canada regarding MADD Canada Memorial Signs and bring forward a proposed Memorandum of Understanding with MADD Canada for Council's approval;</p> <p>it being noted that MADD will cover all sign manufacturing and installation costs;</p> <p>it being further noted that the Ministry of Transportation and MADD have set out in this Memorandum of Understanding ("MOU") the terms and conditions for the placement of memorial signs on provincial highways which is not applicable to municipal roads;</p> <p>it being further noted that MADD provides messages consistent with the London Road Safety Strategy; and,</p> <p>b) the Civic Administration BE DIRECTED to work with MADD Canada to find a single permanent location in London for the purpose of memorials.</p>	July 14, 2020	Q4, 2021	D. MacRae A. Salton	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
9.	<p><u>Street Renaming By-law, Policies and Guidelines</u> That the following actions be taken with respect to the street renaming of Plantation Road:</p> <p>b) the Civic Administration BE DIRECTED to undertake a review of City's By-laws, Policies and Guidelines relating to street naming processes and approvals and report back to the Civic Works Committee on any recommended changes to the process(es) that would support and implement the City's commitment to eradicate anti-Black, anti-Indigenous and people of colour oppression; it being noted that the report back is to include a review of the request set out in the above-noted petition, recognizing that, historically, the word "Plantation" has a strong correlation to slavery, oppression and racism;</p>	September 22, 2020	TBD	K. Scherr	
10.	<p><u>Low-Cost Active Transportation Infrastructure for COVID-19 Resilience Funding Stream</u> That the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee with a proposed plan for construction of active transportation infrastructure that would be eligible for the COVID-19 Resilience stream funding and can be built within the timelines of the COVID-19 Resilience funding program with construction to start no later than September 30, 2021 and be completed by the end of 2021; it being noted that a communication dated September 18, 2020, from Councillors E. Pelosa, S. Lewis and J. Helmer, with respect to this matter, was received.</p>	September 22, 2020	TBD	K. Scherr	