

Agenda Including Addeds

Civic Works Committee

The 3rd Meeting of the Civic Works Committee

February 1, 2022, 12:00 PM

Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

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

Members

Councillors E. Pelosa (Chair), M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar,
Mayor E. Holder

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6. Confidential (Enclosed for Members Only.)

6.1. Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation with respect to litigation currently before the Superior Court of Justice, Court File No. 2112/19, affecting the municipality in relation to Tender T17-104 Vauxhall WWTP Effluent Pumping Station and Berm.

7. Adjournment

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P.Eng., MBA, FEC
Deputy City Manager, Environment and Infrastructure

Subject: Wastewater Treatment Operations Master Plan – Notice of Completion

Date: February 1, 2022

Recommendation

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions **BE TAKEN** with respect to the Wastewater Treatment Operations Master Plan:

- (a) The Notice of Completion **BE FILED** with the Municipal Clerk;
- (b) The Wastewater Treatment Operations Master Plan report **BE PLACED** on public record for a 30-day review period; and
- (c) The recommended implementation plan presented in the Wastewater Treatment Operations Master Plan will not be formally approved and endorsed until following the 30-day public review period and following responses to any comments received in accordance with the Master Planning process.

IT BEING NOTED THAT the pace for advancing the projects recommended through this Master Plan will be addressed through existing programs and budgets and Council's decisions through the upcoming 2024-2028 multi-year budget process.

Executive Summary

Purpose

The purpose of this report is to notify Council of the City of London's Wastewater Treatment Operations Master Plan, completed in-house by City of London staff.

Context

The Wastewater Treatment Operations Master Plan was initiated as a planning study to develop an informed, comprehensive long-term plan for the City's wastewater pumping stations and wastewater treatment plants to meet asset renewal and environmental commitments.

This master plan was undertaken by Wastewater Treatment Operations staff, with occasional support from third parties for specialized assignments and public meeting and materials preparation. Completing this project in-house built internal capacity for high-level system planning and ensured the retention of institutional knowledge.

Linkage to the Corporate Strategic Plan

This recommendation supports the following 2019-2023 Strategic Plan areas of focus:

- Building a Sustainable City:
 - London's infrastructure is built, maintained, and operated to meet the long-term needs of our community by replacing aged and failing infrastructure with new materials and sizing new infrastructure to accommodate future development; and
 - Protect and enhance waterways, wetlands, and natural areas.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Civic Works Committee – December 14, 2021 – Agenda Items #2.4: Unwanted Water: Quantifying Inflow and Infiltration in London’s Wastewater Sewer System

Civic Works Committee – September 21, 2021 – Agenda Item #2.3: Sewage Overflows and Bypasses Into the Thames River – Sanitary Cross Connections

Civic Works Committee – April 20, 2021 – Agenda Item #2.3: Sewage Overflows and Bypasses Into the Thames River

Civic Works Committee – September 24, 2019 – Agenda Item #2.5: Wastewater Treatment Operations Environmental Assessment - Master Plan Study Initiation

Civic Works Committee – August 13, 2018 – Agenda Item #2.9: East London Sanitary Servicing Study – Municipal Class Environmental Assessment: Notice of Completion

Civic Works Committee – April 17, 2018 – Agenda Item #2.6: South London Wastewater Servicing Study Municipal Class Environmental Assessment: Notice of Completion

Civic Works Committee – April 17, 2018 - Agenda Item #2.5: London Pollution Prevention and Control Plan - Final Master Plan

Civic Works Committee – September 26, 2017 – Agenda Item #3.14: Domestic Action Plan (DAP): London – Proposal Update

Strategic Priorities and Policy Committee Committee – August 29, 2016 – Agenda Item #2.5 – 2019 Development Charge Study - In-House Completion of Master Plan Studies

2.0 Discussion and Considerations

Wastewater that enters the sanitary sewage collection system is conveyed either to a pumping station or directly to a wastewater treatment plant, where it is treated prior to discharge to the Thames River. Operating a wastewater pumping station or treatment plant often requires the upgrade of existing facilities, or the construction of new infrastructure.

The City’s wastewater system consists of 1,360 km of sanitary sewers, 34 pumping stations and 69 km of forcemain. The collection system, including these sewers, pumping stations and forcemains, convey sewage to the City’s five wastewater treatment plants, which include (from east to west):

- Pottersburg Wastewater Treatment Plant;
- Vauxhall Wastewater Treatment Plant;
- Adelaide Wastewater Treatment Plant;
- Greenway Wastewater Treatment Plant; and
- Oxford Wastewater Treatment Plant.

Such a large and complex system is costly to build and operate, so a well-informed plan is essential in order to ensure that maintaining the current high levels of performance can be achieved in a fiscally responsible manner.

2.1 Master Plan Process

The Municipal Engineers Association Municipal Class Environmental Assessment (2000, as amended in 2007, 2011 and 2015) is an approved planning process for municipalities to follow to meet the requirements of the Environmental Assessment Act.

The Class Environmental Assessment process allows for the consideration of alternative solutions to meet the problem/opportunity presented, as well as the review of the various impacts of these alternative solutions.

The City of London recognizes the importance of Master Plans, completed in accordance with the planning process of the Municipal Engineers Association Class Environmental Assessment, to guide long-term planning of municipal infrastructure on a system-wide basis, such as for wastewater infrastructure.

The Wastewater Treatment Operations Master Plan addresses Phases 1 and 2 of the Class Environmental Assessment process and provides a broad level of assessment including a recommended implementation plan that lists various recommended projects. Some of the recommended projects will require further study as project-specific Class Environmental Assessments, prior to design and construction.

2.2 Evaluation of Alternatives

Six alternatives were identified to form the long list of alternative solutions for the Wastewater Treatment Operations Master Plan, including:

- 1) Do nothing;
- 2) Limit growth;
- 3) Plan/design/build a new wastewater treatment plant and/or new pumping stations at new location(s);
- 4) Optimize, upgrade and/or expand existing system (wastewater treatment plants and pumping stations);
- 5) Reduce unwanted water (inflow and infiltration) in the system; and
- 6) Manage/reduce peak flows.

These six alternatives are illustrated below, in Figure 1, along with the evaluation criteria.



Figure 1. Evaluation of Alternatives

The first three alternative solutions were screened out of the evaluation and not considered any further. Doing nothing and limiting growth do not address challenges or constraints related to future servicing, growth, infrastructure renewal, and climate change adaptation. These two alternatives also do not comply with the City's Official Plan (London Plan), Corporate Strategic Plan and other relevant studies and plans. Constructing a new wastewater treatment plant and/or pumping stations at a new location was not recommended for further consideration at this time, until there is an extension of the existing urban growth boundary to warrant this review.

The following three alternatives were carried forward for further consideration and evaluation as part of this Master Plan:

- Optimize, upgrade and/or expand existing system (wastewater treatment plants and pumping stations);
- Reduce unwanted water (inflow and infiltration) in the system; and
- Manage/reduce peak flows.

It was recognized that reducing unwanted water and peak flow management were suitable alternatives to be considered in combination with other alternatives (and not as stand-alone alternatives). Maximizing the useful life and capacity of the existing wastewater system is preferred by the City to best utilize built infrastructure, and to limit and/or defer capital investment.

The following three key strategies were identified to support the optimization, upgrading and expansion of wastewater treatment plant infrastructure:

- a) implement the recommendations of the East London Sanitary Servicing Master Plan;
- b) complete existing plant upgrades and expansions; and
- c) explore and complete desktop plant re-rating and de-rating to recognize the actual capacity of existing plant infrastructure.

The following three key strategies were identified to support the optimization, upgrading and expansion of pumping station infrastructure:

- a) expand and/or enhance flexibility of the pumping station to manage peak flows, growth etc.;
- b) upgrade/improve operation of the pumping station; and
- c) decommission the pumping station, where gravity drainage is feasible.

Wastewater treatment plant and pumping station projects were then identified which met one of the three strategies, with consideration of the following evaluation criteria:

- technical: technically feasible and can be designed and constructed/implemented
- environmental: improvements enhance climate change resiliency, and any environmental impacts to be mitigated
- financial: costs to be planned, reviewed, and approved through current programs and budgets and supplemented by federal and provincial funding
- jurisdictional/regulatory: aligns with local, provincial, and federal plans, policies, programs etc.
- social/cultural: any construction and operational impacts to be mitigated to minimize impacts on communities/public, including odour and noise.

2.2 Consultation

This section summarizes the public, agency, stakeholder, and First Nations consultation completed for the City's Wastewater Treatment Operations Master Plan. A project website and Get Involved webpage were developed to allow for enhanced consultation during the ongoing COVID-19 pandemic. Two virtual Public Information Centres were held in 2021, with recordings of each session available following the live presentation and question and answer period.

The following First Nations were consulted as part of this Master Plan:

- Aamjiwnaang First Nation;
- Bkejwanong (Walpole Island);
- Caldwell First Nation;
- Chippewas of Kettle and Stony Point;
- Chippewas of the Thames First Nation;
- Oneida Nation of the Thames;
- Delaware Nation at Moraviantown (Eelūnaapèewii Lahkèewiit); and
- Munsee-Delaware Nation.

Letters were provided to each First Nation to accompany each of the project notices. The Master Plan included the following First Nations engagement opportunities:

- Online virtual workshop with representatives of Chippewas of the Thames First Nation and Walpole Island First Nation - Friday, April 30, 2021
- Oneida Environment Committee Meeting – November 10, 2021
- Chippewas of the Thames First Nation – December 1, 2021.

3.0 Recommendations and Next Steps

A recommended implementation plan is presented in the Master Plan for both wastewater treatment plants and pumping stations, with short-term, medium-term, and long-term projects including capital costs and applicable Class Environmental Assessment schedule. The Master Plan report will be made available on the Get Involved webpage during the public review period. The Notice of Completion for the Master Plan is included as Appendix 'A'. The City commits to undertaking a review of this Master Plan every five years, in accordance with the Municipal Class EA planning process.

Conclusion

The Wastewater Treatment Operations Master Plan has been completed in accordance with the Municipal Class Environmental Assessment process and fulfills Phases 1 and 2. The recommended implementation plan that has been developed through this Master Plan will guide capital projects, maintenance activities and operational strategies over the next several years. Recommended projects will be addressed through existing programs and budgets and through the next multi-year budget process.

Prepared by: Kirby Oudekerk, P.Eng., Division Manager, Wastewater Treatment Operations

Submitted by: Scott Mathers, MPA, P.Eng., Director, Water, Wastewater, and Stormwater

Recommended by: Kelly Scherr, P.Eng., MBA, FEC, Deputy City Manager, Environment and Infrastructure

CC: Marcy McKillop, Environmental Services Engineer
Ashley Rammeloo, Division Manager, Sewer Engineering
Kyle Murray, Environmental Services Engineer

Appendix 'A' - Notice of Completion

Wastewater Treatment Operations Master Plan

PUBLIC NOTICE

February 2022

Project

The City of London is concluding its Wastewater Treatment Operations Master Plan, which has been completed as a Master Plan in accordance with the Municipal Engineers Association Municipal Class Environmental Assessment (2000, as amended in 2007, 2011 and 2015). The Master Plan provides a long-range plan for the City's wastewater system infrastructure to accommodate population growth and meet the City's environmental, social, and economic commitments.

Process

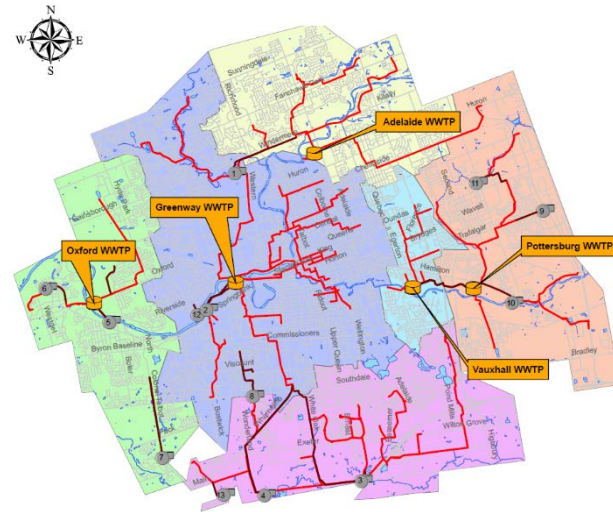
This Master Plan was undertaken in accordance with the Ontario Environmental Assessment (EA) Act and covered Phases 1 and 2 of the Municipal Class EA Process, including the definition of a problem or opportunity, as well as the identification and evaluation of potential alternative solutions. At this time, a Master Plan Report has been completed to provide a recommended implementation plan for the City's wastewater pumping stations and treatment plants. The Master Plan Report will be available online for review:

<https://getinvolved.london.ca/wastewater-master-plan>











Interested persons may provide written comments to our project team by March 22, 2022. All comments and concerns should be sent directly to Marcy McKillop at the City of London (contact information provided below on next page).

In addition, a request may be made to the Ministry of the Environment, Conservation and Parks for an order requiring a higher level of study (i.e. requiring an individual/comprehensive E approval before being able to proceed), or that conditions be imposed (e.g. require further studies), only on the grounds that the requested order may prevent, mitigate or remedy adverse impacts on constitutionally protected Aboriginal and treaty rights. Requests on other grounds will not be considered. Requests should include the requester contact information and full name.

Requests should specify what kind of order is being requested (request for conditions or a request for an individual/comprehensive environmental assessment), how an order may prevent, mitigate or remedy potential adverse impacts on Aboriginal and treaty rights, and any information in support of the statements in the request. This will ensure that the ministry is able to efficiently begin reviewing the request.



Legend

-  Wastewater Treatment Plants (5)
 -  Major Pumping Stations
 -  Major Forcemains
 -  Sanitary Sewer (Greater than 750 mm Dia)
- Sewershed Catchment Area**
-  Adelaide
 -  Greenway
 -  Oxford
 -  Pottersburg
 -  Vauxhall
 -  Greenway (Dingman)

The request should be sent in writing or by email to:

Minister of the Environment, Conservation and Parks
Ministry of Environment, Conservation and Parks
777 Bay Street, 5th Floor
Toronto ON M7A 2J3
minister.mecp@ontario.ca

and

Director, Environmental Assessment Branch
Ministry of Environment, Conservation and Parks
135 St. Clair Ave. W, 1st Floor
Toronto ON, M4V 1P5
EABDirector@ontario.ca

Requests should also be copied to Marcy McKillop at the City of London by mail or by e-mail.

Please visit the ministry's website for more information on requests for orders under section 16 of the Environmental Assessment Act at: <https://www.ontario.ca/page/class-environmentalassessments-part-ii-order>

All personal information included in your request – such as name, address, telephone number and property location – is collected, under the authority of section 30 of the Environmental Assessment Act and is collected and maintained for the purpose of creating a record that is available to the general public. As this information is collected for the purpose of a public record, the protection of personal information provided in the Freedom of Information and Protection of Privacy Act (FIPPA) does not apply (s.37). Personal information you submit will become part of a public record that is available to the general public unless you request that your personal information remain confidential.

Your feedback is important to us

To provide comments, obtain alternate formats, request additional information, or if you have any issues accessing the document for review, please contact:

Marcy McKillop, P.Eng.

Environmental Services Engineer
Wastewater Treatment Operations
City of London
109 Greenside Avenue
London, ON N6J 2X5

(519) 661-CITY (2489) ext. 4976

mmckillop@london.ca

Under the Freedom of Information and Protection of Privacy Act and the Environmental Assessment Act, unless otherwise stated in the submission, any personal information such as name, address, telephone number and property location included in a submission will become part of the public record files for this matter and may be released, if requested, to any person.

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P.Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Sole Source – Organic Rankine Cycle Equipment Service Contract

Date: February 1, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions **BE TAKEN** with respect to the award of a service contract for the maintenance of the Organic Rankine Cycle Equipment package at Greenway Wastewater Treatment Plant:

- a) Turboden S.p.A., **BE AWARDED** a sole source service contract for the Greenway Organic Rankine Cycle system, in the amount of €39,000.00 per year, excluding HST, plus allowance for inflation as described, for a five year term, in accordance with Section 14.3 c) and 14.5 a) ii of the Procurement of Goods and Services Policy;
- b) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- c) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract; and,
- d) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

Executive Summary

Purpose

The purpose of this report is to seek approval of Council to award a sole source annual contract to Turboden S.p.A. for the maintenance and monitoring of the City's Organic Rankine Cycle power generation equipment at Greenway Wastewater Treatment Plant.

Context

The Organic Rankine Cycle equipment installed at Greenway is a complex piece of equipment and forms a critical component of the City's goals for energy and greenhouse gas reduction. A service contract will ensure that the equipment is maintained as required to ensure long life and optimized operation. Turboden is the supplier of this equipment and is the only source of this expertise in the world.

Linkage to the Corporate Strategic Plan

This recommendation supports the 2019 – 2023 Strategic Plan through the strategic focus area of Building a Sustainable City: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community by replacing aged and failing infrastructure with new materials and sizing new infrastructure to accommodate future development.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Civic Works Committee, January 7, 2020, Item 2.7 – Appointment of Consulting Engineer, RFP 19-56: Supervisory Control and Data Acquisition System Integration for the Greenway Organic Rankine Cycle Engine System.

Civic Works Committee, August 12, 2019, Item 2.7 – Contract Award: Tender T19-36 Greenway Organic Rankine Cycle Engine Installation

Civic Works Committee, May 14, 2019, Item 2.10 – Greenway Wastewater Treatment Plant Organic Rankine Cycle Equipment Installation Budget Allocation.

Civic Works Committee, July 17, 2018, Item 2.6 – Clean Water and Wastewater Fund Project Budget Adjustments.

Civic Works Committee, June 7, 2017, Item 11 – Clean Water and Wastewater Fund – Purchase of Major Organic Rankine Cycle System Components for Power Generations at the Greenway Wastewater Treatment Plant.

Civic Works Committee, November 29, 2016, Item 11 – Appointment of Consultants – Clean Water and Wastewater Fund Projects.

Civic Works Committee, October 4, 2016, Item 8 – Infrastructure Canada Phase 1 Project Requests – Clean Water and Wastewater Fund Projects.

Civic Works Committee, July 18, 2016, Item 5 – Electricity Generation from Waste Heat at the Greenway Wastewater Treatment Plant-Update.

Civic Works Committee, September 9, 2013, Item 11 – Biosolids Disposal Assessment.

Civic Works Committee, February 25, 2013 – Timeline for major Environmental and Engineering Reports.

Civic Works Committee, May 14, 2012 – Renewable Energy Production from the Greenway Fluidized Bed Incinerator.

2.0 Discussion and Considerations

Previous reports to Council have requested and received approval to purchase and install technology that can convert waste heat from the Greenway Incinerator into electrical energy. That technology, in the form of an Organic Rankine Cycle engine equipment package, has been installed and commissioned.

However, the maintenance of this complex and specialized equipment package requires ongoing maintenance with unique parts, tools, and knowledge. In addition, the operation of the power generation equipment can be optimized using remote and on-site troubleshooting to minimize down time and by leveraging operational experience derived from hundreds of other installations around the globe.

Turboden S.p.A. is uniquely qualified for the services described by virtue of their role as manufacturer and supplier of the equipment package. Turboden has over 360 installations worldwide and has provided support to the City throughout the design and construction of the system at Greenway

3.0 Financial Impact/Considerations

Turboden initially provided a proposal for a service contract at the time of submitting their ultimately successful proposal for supply and delivery of the Organic Rankine Cycle equipment package in 2017. At the time, the decision to proceed with the

procurement of those services was deferred until the scale of operational requirements was clearer.

Recent experience has demonstrated that specialized support will be invaluable in effectively operating and maintaining the equipment. Through negotiations with Turboden, they have agreed to hold the pricing structure originally proposed in 2017, plus have added certain key support services. The value of the service contract is €39,000.00 per year for five years, with an allowance for set inflationary increases of 2% per year commencing after Year Two. The service contract includes the cost of most spare parts, and a review of the supply costs of those replacement parts further supports the value that this agreement and the negotiated pricing provides for the Corporation.

Sufficient budget to fund this service contract is included in an existing annual capital account for solids management at Greenway Wastewater Treatment Plant. The Organic Rankine Cycle equipment is now an integral part of Greenway's solids management system.

Conclusion

The value of a service contract with the supplier of the complex Organic Rankine Cycle power generation equipment has been demonstrated through the design, construction and now operation of the system at Greenway. Through negotiation with the supplier, Turboden, City staff have obtained favourable pricing to ensure long-term optimized power generation at Greenway, which contributes to corporate goals of energy and greenhouse gas reduction. Turboden is uniquely qualified to provide the services required, so it is recommended that a service contract for the maintenance and optimization of the Organic Rankine Cycle equipment package at Greenway Wastewater Treatment Plant be awarded to Turboden S.p.A.

Prepared by: Kirby Oudekerk, MPA, P. Eng., Division Manager,
Wastewater Treatment Operations

Submitted by: Scott Mathers, MPA, P. Eng., Director, Water,
Wastewater and Stormwater

Recommended by: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Engineering and Infrastructure

CC: John Freeman

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Scott Mathers, MPA, P.Eng.
Director, Water, Wastewater, and Stormwater

Subject: Amending Agreement to the Services Agreement Between
Partner Municipalities and the Ontario Clean Water Agency
for Contracted Operations at the Elgin-Middlesex Pumping
Station

Date: February 1, 2022

Recommendation

That, on the recommendation of the Director, Water, Wastewater and Stormwater, the following actions **BE TAKEN** with respect to an Amending Agreement to the existing Services Agreement between the partner municipalities and the Ontario Clean Water Agency for the contracted operation of the Elgin-Middlesex Pumping Station:

- (a) the attached proposed By-law (Appendix 'A') **BE INTRODUCED** at the Municipal Council Meeting of December 7, 2021, to approve an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of the Elgin-Middlesex Pumping Station;
- (b) the Mayor and City Clerk **BE AUTHORIZED** to execute the Amending 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 Amending Agreement.

It **BEING NOTED** that the Boards of Management for both Secondary Water Supply Systems are concurrently undertaking similar actions to enter into this agreement.

Executive Summary

Purpose

The purpose of this report is to approve and execute an Amending Agreement to the existing Services Agreement between the partner municipalities and the Ontario Clean Water Agency (OCWA) for the continued contracted operation of the Elgin-Middlesex Pumping Station (EMPS). This Amending Agreement will extend the current Services Agreement to December 31, 2027.

Context

The Ontario Clean Water Agency (OCWA) is currently the contracted operator for the Elgin-Middlesex Pumping Station (EMPS). The existing Services Agreement between the partner municipalities and OCWA will expire on June 30, 2022.

Concurrent to this recommendation, staff of the Boards of Management for both the St. Thomas Secondary Water Supply System and the Aylmer Secondary Water Supply System have requested that this Amending Agreement be entered into for the continued operation of EMPS from July 1, 2022, to December 31, 2027. Furthermore, the Elgin Area Primary Water Supply System Joint Board of Management is similarly extending their operating contract with OCWA.

Linkage to the Corporate 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 through the proposed continuation of the contract terms between the partnering municipalities and the contracted operator of the Elgin-Middlesex Pumping Station.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- “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.
- “Revised Joint Occupancy and Use Agreement for the Elgin-Middlesex Pumping Station”, Civic Works Committee, November 23, 2021, Agenda item #2.6.

2.0 Discussion and Considerations

The Elgin-Middlesex Pumping Station and Reservoir facility (EMPS) is located at 490 South Edgeware Road, in St. Thomas. The reservoir receives water from the Elgin Area Primary Water Supply System. Municipalities share ownership of the EMPS facility, along with the Elgin Area Primary Water Supply System. The Township of Malahide is designated as the Administering Municipality for the Aylmer Area Secondary Water Supply System Board of Management. Likewise, the City of St. Thomas represents the St. Thomas Area Secondary Water Supply System Board of Management. The City of London also has ownership and representation. Individual distribution systems for Aylmer, St. Thomas, and London have separate pumping systems drawing water from the facility.

Various processes, pumping units, electrical and ancillary equipment within the building structure are specifically identified and owned by the municipal partners. Some components are co-shared between municipalities, such as the standby power generation equipment, which only serves the Aylmer and St. Thomas systems. The site also has some other components (such as the reservoir) which are under the ownership and responsibility of the Joint Board of Management for the Elgin Area Primary Water Supply System.

Since its inception in 1996, the operation of EMPS has historically been operated through contractors. In 2012, the municipalities collaboratively developed a contract with OCWA for the operation, maintenance, and management of the EMPS. Starting in July 2012, the City of London formally entered into a four-party agreement with the partnering municipalities and OCWA. In May 2017, the original Services Agreement was extended for another five years, which will lapse on June 30, 2022.

The partnering municipalities are pleased with the performance of OCWA since commencing service delivery in 2012. OCWA provides each municipality with monthly details on maintenance and operational activities. They conduct comprehensive quarterly meetings with the municipal partners, discussing the activities performed and upcoming plans. They have performed an extensive condition assessment on each sub-system and developed specific prevention maintenance activities and suggested Capital improvements for all inventory. OCWA’s communication is excellent regarding undertaking any additional services/Capital work improvements. No work is performed until authorization from the pertinent municipal owner has been given. All supporting

documentation (analyses results; quotations; etc.) is always included with OCWA's request to undertake the work.

They have also successfully developed and implemented an Operational Plan, and have conducted numerous Drinking Water Quality Management System audits, both internally and externally. They continue to meet all regulatory compliance requirements, annual Ministry of the Environment, Conservation and Parks inspections, etc., and report all results to the partnering municipalities promptly and thoroughly.

The recommended Amending Agreement has been developed through consensus of all parties involved, including review by the City Solicitor's Office and the Risk Management Division.

Conclusion

OCWA currently has an agreement between the partnering municipalities of London, Aylmer, and St. Thomas, for the contracted operation and maintenance of EMPS. It will lapse on June 30, 2022. Under the terms and conditions of the current agreement, there is a provision for an extension, subject to concurrence by all parties. Likewise, the Elgin Area Primary Water Supply System Joint Board of Management is proceeding to extend its renewal with OCWA.

This report recommends that the City of London continue to retain the Ontario Clean Water Agency for the operation, maintenance, and management of the Elgin-Middlesex Pumping Station. The Amending Agreement to the existing Services Agreement between the partner municipalities and the Ontario Clean Water Agency for the contracted operation of the Elgin-Middlesex Pumping Station will extend the continued operation of the facility with them to December 31, 2027, and is attached as Appendix 'B'.

Submitted by: **John Simon, P.Eng.**
Division Manager, Water Operations

Recommended by: **Scott Mathers, MPA, P.Eng.**
Director, Water, Wastewater and Stormwater

cc: Lynne Livingstone – City Manager
 Matt Sweetland – Aylmer Area Secondary Water Supply System
 Justin Lawrence – St. Thomas Area 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
 Andrew Henry – Director, Regional Water Supply

Appendix 'A' - By-law to approve an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of the Elgin-Middlesex Pumping Station

Appendix 'B' – Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management

APPENDIX 'A'

Bill No.
2022

By-law No. - _____

A By-law to approve an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management, for the continued contracted operation of 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 an Amending Agreement Between Ontario Clean Water Agency and the Corporation of the City of London, Aylmer Area Secondary Water Supply System Board of Management and the St. Thomas Area Secondary Water Supply System Board of Management (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 Amending Agreement attached as Schedule "1" to this By-law, between Ontario Clean Water Agency and the Corporation of the City of London, the Aylmer Area Secondary Water Supply System Board of Management, and the St. Thomas Secondary Water Supply System Board of Management for the operation, maintenance, and management of the Elgin-Middlesex Pumping Station is hereby AUTHORIZED AND APPROVED.
2. 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.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 15, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – February 15, 2022
Second reading – February 15, 2022
Third reading – February 15, 2022

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the _____ day of _____, 2022.

B E T W E E N

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX,
a corporation established under the *Capital Investment Plan Act, 1993, c.23*, Statutes
of Ontario.

(referred to in this Amending Agreement as “OCWA”)

A N D

**THE CORPORATION OF CITY OF LONDON, AYLMER AREA SECONDARY
WATER SUPPLY SYSTEM BOARD OF MANAGEMENT and THE ST.
THOMAS AREA SECONDARY WATER SUPPLY SYSTEM BOARD OF
MANAGEMENT**

(referred to in this Amending Agreement as the “Client”)

(Each a “Party” and together, “the Parties”)

WHEREAS the Client and OCWA entered into an agreement effective July 1, 2017 concerning the operation and maintenance of the Client’s Facility (the “Existing Agreement”) attached as Appendix A to this Amending Agreement;

AND WHEREAS the Client and OCWA agree to renew the term of the Existing Agreement for additional five years and six months which shall start on July 1, 2022 and end on December 31, 2027 with an option to renew for additional five-year periods or such other period as may be agreed upon by the Parties.

AND WHEREAS the Client and OCWA agree to amend the Existing Agreement, as described below;

AND WHEREAS the Council of the Corporation of the City of London passed By-Law No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the Aylmer Area Secondary Water Supply System Board of Management passed By-Law No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

AND WHEREAS the Board of the St. Thomas Area Secondary Water Supply System Board of Management passed Motion No. _____ on the _____ day of _____ 20__ authorizing the Client to enter into this Amending Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amending Agreement and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree to the following:

1. Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Existing Agreement.

Amendments to the Existing Agreement:

2. **Section 2.9 Waiver of Consequential Damages** is hereby inserted in the Existing Agreement as follows:

“Section 2.9 - 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.”

3. **Section 2.7** of the Existing Agreement is hereby amended to insert the following:

“(f) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis.”

4. **Section 4.1** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 4.1 – Initial Term of Agreement

This Agreement shall start on July 1, 2022 the “Effective Date” and shall continue in effect for a term of five years and six months, ending December 31, 2027 (the “Renewal Term”) and then may be renewed for additional five-year (or such other period as may be agreed upon between the Parties) renewal terms (each a “Renewal Term”) upon written agreement between the Parties, subject to Sections 4.3 and 6.2 of this Agreement.”

5. **Section 4.12** of the Existing Agreement is hereby amended to insert the following:

“(d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change”

6. **Section 6.2** of the Existing Agreement is hereby deleted and replaced with the following:

“Section 6.2 – Early Termination”

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to the costs of cancelling or transferring agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.”

7. **Section 6.5(a)** of the Existing Agreement is hereby deleted and replaced with the following:

“(a) The log book(s) for the Facility, (including electronic, hard copy or other formats not captured at the signing of the Agreement).”

8. **Section 7.9(a)(i)** of the Existing Agreement is hereby deleted and replaced with the following:

“(i) If to the Clients:

City of London
663 Bathurst St.
London, ON N5Z 1P8

Telephone: (519) 661-2500, ext. 4938
Fax: (519) 661-2352
Email: jsimon@london.ca
Attention: Division Manager, Water Operations, City of London

Township of Malahide
87 John St. South
Aylmer, ON N5H 2C3

Telephone: (519) 773-5344 ext. 231
Fax: (519) 773-5334
Email: MSweetland@malahide.ca
Attention: Director of Public Works

City of St Thomas
545 Talbot St,
St. Thomas, ON N5P 3V7

Telephone: (519) 631-1680
Email: jlawrence@stthomas.ca

Attention: Director of Environmental Services

With copy to the Regional Water Supply:

Elgin Area Primary Water Supply System
235 North Centre Road, Suite 200
London, ON M5X 4E7

Telephone: (519) 930-3505
Fax: (519) 474-0451
Email: ahenry@huronelginwater.ca
Attention: Director, Regional Water Supply

(ii) if to OCWA:
Ontario Clean Water Agency
450 Sunset Drive Suite 370
St Thomas, ON N5R 5B1

Telephone: (519) 519 871 6762
Fax: N/A
Email: cmurchland@ocwa.com
Attention: Regional Hub Business Manager”

9. Schedule A – The Facility of the Existing Agreement is hereby deleted and replaced with a new Schedule A, which is attached to this Agreement.

10. Schedule B – Definitions of the Existing Agreement is hereby amended to remove the following definition of ““MOECC” means the (Ontario) Ministry of the Environment and Climate Change” and replaced with following:

“MECP” means the Ministry of the Environment, Conservation and Parks”

All references in the Existing Agreement where MOECC is used should be replaced with MECP. An amended Schedule B is attached to this Agreement.

Additional wording has been included to reflect the CPI adjustment will be based on Ontario rates.

11. Schedule C – The Services of the Existing Agreement is hereby deleted and replaced with a new Schedule C, which is attached to this Agreement.

12. Schedule D – The Annual Price and Other Charges of the Existing Agreement is hereby deleted and replaced with a new Schedule D, which is attached to this Agreement.

13. Schedule E – Insurance of the Existing Agreement is hereby deleted and replaced with a new Schedule E, which is attached to this Agreement.

14. Schedule H – Pricing to the Existing Agreement is hereby deleted and replaced with a new Schedule H, which is attached to this Agreement.

Renewal of the Existing Agreement:

15. The Parties have agreed to renew the Existing Agreement for an additional term (the “Renewal Term”) of five (5) years and six (6) months pursuant to Section 4.1 of the Existing Agreement (as amended from time to time). The Renewal Term shall commence on July 1, 2022 and end on December 31, 2027.

16. Pursuant to Section 4.3 of the Existing Agreement, the Client shall pay OCWA a price for the Services for each Year of the Renewal Term in the following amounts (the “Annual Price”):

- i. For the period from **January 1, 2022** through to **December 31, 2022** (Year One) inclusive: \$216,063.53 (being the annual rate for 2021) + CPI (Ontario) as defined September of 2021. The Annual Price for each following Year of the Renewal Term shall be calculated by adding CPI (Ontario) as defined in September of the previous year to the current annual rate (Example: 2023 Annual Price will be calculated as 2022 rate + CPI (Ontario) as defined in September 2022). The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

17. All other terms and conditions in the Existing Agreement shall continue to apply, *mutatis mutandis*. The Parties hereby covenant and agree that each of them shall perform and observe the terms, covenants and provisos contained in the Existing Agreement as fully as if such terms, covenants and provisos had been repeated in this Amending Agreement in full, with such modifications only as are necessary to make them applicable to and consistent with this Amending Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement.

ONTARIO CLEAN WATER AGENCY

 Date of Signing

 By: _____
 (Authorized Signing Officer)

 Date of Signing

 By: _____
 (Authorized Signing Officer)

THE CORPORATION OF THE CITY OF LONDON

 Date of Signing

 By: _____
 (Authorized Signing Officer)

 Date of Signing

 By: _____

(Authorized Signing Officer)

**AYLMER AREA SECONDARY WATER SUPPLY
SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

**ST. THOMAS AREA SECONDARY WATER
SUPPLY SYSTEM BOARD OF MANAGEMENT**

Date of Signing

By:

(Authorized Signing Officer)

Date of Signing

By:

(Authorized Signing Officer)

SCHEDULE A - The Facility

OVERVIEW

This Schedule contains a description of the following:

- Description of existing system
- Description of future capital works
- Description of scope of work

DESCRIPTION OF EXISTING SYSTEM

Overview

The Elgin Middlesex Pumping Station is located at 490 South Edgeware Road, northeast of the City of St. Thomas in the Municipality of Central Elgin.

The Elgin Middlesex Pumping Station (EMPS) property and buildings are owned by the Elgin Area Primary Water Supply System Joint Board of Management.

Within the Elgin Middlesex Pumping Station is process equipment owned by the following:

1. City of London
2. Aylmer Area Secondary Water Supply System Joint Board of Management, administered by the Municipality of Malahide
3. St. Thomas Area Secondary Water Supply System Joint Board of Management, administered by the City of St. Thomas

Delineation of the system ownership between the Elgin Area Primary Water Supply System and the other systems is included in the CD/DVD of supporting information that has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*, under the folder E3 -Drawings – EMPS.

At present, the Supervisory Control and Data Acquisition (SCADA) system is monitored at the Elgin Area Water Treatment Plant (WTP).

City of London Water System

The City of London portion of the EMPS comprises the following:

- Piping and valves specific to the London pump trains up to the chamber immediately to the North of the surge building excluding the flow meter which is owned by EAPWSS
- three centrifugal pumps, all at constant speed known as Pump 4, Pump 5 and Pump 6
- one hydropneumatic surge tank with two air compressors and a surge relief piping system configured on the discharge and suction pump header

- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

Aylmer Area Secondary Water Supply System

The Aylmer Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the Aylmer pump trains up to and excluding the flow meter located on the discharge header
- two variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with St. Thomas Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with St. Thomas Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, and SCADA/PLC controls

St. Thomas Area Secondary Water Supply System

The St. Thomas Area Secondary Water Supply System portion of the EMPS comprises the following:

- piping and valves specific to the St. Thomas pump trains up to and excluding the flow meter
- three variable speed centrifugal pumps
- one 600 kW emergency diesel generator (shared with Aylmer Area Secondary Water Supply System)
- one rechlorination system using chlorine gas (shared with Aylmer Area Secondary Water Supply System)
- piping, electrical, mechanical, instrumentation, SCADA/PLC controls

Additional Information

A CD/DVD containing supporting information has been provided as part of the *Request for Proposals for Lake Huron & Elgin Area Primary Water Supply Systems Contract Successful Proponent Procurement dated August 2, 2011*.

DESCRIPTION OF FUTURE CAPITAL WORKS

London - Future consideration for replacement of the 2 air compressors related to the surge control system

St. Thomas - Future consideration to the control and operation of the St. Thomas pumps pending the final design related to the St. Thomas (Ford) water tower.”

“SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, H, I and J attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licenses, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facility.

“Authorized Representative(s)” is defined in Section 2.5 of this Agreement.

“Best Practices” means best Operations and Maintenance and management practices as established in accordance with applicable Canadian water utility or industry standards that a prudent and reasonable operator of the Facilities would follow in similar circumstances, having regard to the objectives and terms of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Capital Projects” is defined in Paragraph 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “I” describing the changes to the Agreement agreed to by both parties.

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI (Ontario) of September of the current Year. For example, the CPI Adjustment for Year 2021, is the CPI (Ontario) of September 2020.

“Current Term” is defined in Section 4.3 of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licenses, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facility” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a claim, or notice of claim, the Party shall immediately forward such claim or notice of claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Party shall provide all documentation relating to the claim, or notice of claim;
- (c) the Party shall take such steps necessary to protect its right to defend such claim, or notice of claim, and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any claim, or notice of claim, without the prior written consent of the Party; and
- (e) the Party shall have the right to take-over the defence of any claim, or notice of claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

“Initial Term” is defined in Section 4.1 of this Agreement.

“Insurance” is defined in Paragraph 2.7(a) and further described in Schedule E.

“Intellectual Property Rights” means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

“Major Maintenance Expenditures” is defined in Paragraph 4.6(a) of this Agreement.

“MECP” means the (Ontario) Ministry of the Environment, Conservation and Parks.

“MOL” means the (Ontario) Ministry of Labour.

“Municipal Drinking Water Licensing Program” means the MECP’s program which requires owners of municipal drinking water systems to obtain a “municipal drinking water license” (as defined under the SDWA) in accordance with Part V of the SDWA and as part of such process will require owners to: prepare an operational plan and submit the operational plan to the MECP; retain an accredited operating authority; obtain a “drinking water works permit” (as defined in the SDWA); prepare and submit a financial plan in accordance with Part V of the SDWA; and obtain a permit to take water.

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Optional Services” means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as “Optional Services” subject to Section 4.12.

“Overall Responsible Operator” or **“ORO”** means the person who will act as the overall responsible operator pursuant to Section 23 of O.Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the “SDWA”) in respect of the Facility.

“Parties” is defined in Paragraph (d) of the Recitals to the Agreement.

“PDC” or **“Process Data Collection”** means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Schedule F of this Agreement.

“Regional Water Supply” is defined as the administrating body for the payment of services and utilities for the Facility. The Regional Water Supply is the Elgin Area Primary Water Supply c/o the Regional Water Supply Division of the City of London, acting in its capacity as Administrator for the Elgin Area Primary Water Supply System in accordance with Transfer

Order Elgin Area W1/1998 (dated November 29, 2000) issued by the Ontario Minister of the Environment. The Client may, at its discretion and acting reasonably, change the entity which acts as the administrating body as identified in this Agreement, subject to the Terms and Conditions of this Agreement, including but not limited to Section 7.10 (Notices).

“**Renewal Term**” is defined in Section 4.1 of this Agreement.

“**Routine Maintenance**” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected life of the equipment and components thereof and includes preventative maintenance.

“**SCADA**” means Supervisory Control and Data Acquisition.

“**SDWA**” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“**Service Fee**” is defined and described in Schedule “D”.

“**Services**” is defined in Schedule C of this Agreement.

“**Technology**” is defined in Section 7.1 of this Agreement.

“**Uncontrollable Circumstance**” is defined in Paragraph 2.2(c) of this Agreement.

“**Unexpected Expenses**” is defined in Paragraph 4.8(a) of this Agreement.

“**Utility Costs**” means natural gas, electricity, chemicals and diesel costs due to the operation and maintenance of the Facility paid by the Client.

“**WMS**” or “**Work Management System**” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“**Year**” means the 365 day period from January 1 to December 31 of the following calendar year.”

“SCHEDULE C - The Services

A. General

OCWA will use trained, certified operators and professional staff to manage, operate and maintain the systems presented in this Services Agreement to:

- Manage, operate and maintain the systems described in this Schedule
- Comply with all Applicable Laws
- Provide insurance coverage as defined in Schedule E
- Have in place adequate contingency and emergency plans acceptable to the Client and employ a workplace safety program that meets or exceeds provincial standards
- Meet the potable water performance criteria
- Conduct onsite sampling and operational testing as necessary, and sampling and laboratory testing with an accredited laboratory in Ontario
- Maintain a preventive maintenance program for the facilities, which shall include at a minimum:
 - Pump station (internal) valves, and yard/watermain valves exercised at least annually
 - Maintenance and calibration of instrumentation and analyzers
 - Maintenance of backflow prevention and meters
 - Periodic inspection of pumps and associated equipment
- Deliver detailed monthly reports to the Client that demonstrate compliance and support all future planning, including operational activities, maintenance activities, and regulatory compliance, and management system conformance. The frequency of reporting is further described in Schedule G.
- Manage all human resource functions such as payroll, recruitment, termination and employee relations
- Ship and receive (and purchase where applicable) all materials, consumables and supplies related to the operation and maintenance of the Facilities
- Obtain and pay for all software excluding the systems' PLC and HMI (SCADA) software, WaterTrax (laboratory information management system as provided by Regional Water Supply; CMMS license for use by OCWA is OCWA's responsibility)
- Provide 24-hour 7-day per week monitoring of the pumping systems and facilities, and responding to alarms, emergency response, etc. as necessary (based on twenty-four (24) call-outs per full Year)
 - Total number of call outs (24) for the three (3) combined EMPS systems
 - The above noted 24 callouts is an annual total, if callouts are required beyond the total 24 included these will be invoiced to the respective system following process of optional services
- Pay for all maintenance inclusive of pipes and, sandblasting/recoating of equipment, etc., up to and including \$1,000 per single item. Items in excess of \$1,000 will be invoiced to the Client in addition to the Service Fee

Specific components related to the Scope of Services are listed below.

B. Staffing, Training and Certification

OCWA will ensure that the Facility is visited by a licensed operator at least once per weekday (Monday to Friday) (excluding Statutory Holidays) for operational checks, includes sampling and testing, equipment operational checks, instrumentation checks, and logbook entries.

OCWA shall respond as necessary to alarms and emergencies.

OCWA shall have discretion to staff the Facility as required to fulfill deliver the Services in accordance with this Agreement and comply with the requirements in the *Safe Drinking Water Act*.

All training and fees required to maintain operator's certification in accordance with Applicable Laws shall be OCWA's responsibility.

C. Effective Management and Service Levels

OCWA will perform the Services in compliance with all Applicable Laws in effect at the time of the relevant submission, and as amended from time to time.

D. Control and Accountability

OCWA provide complete and comprehensive financial, operational and maintenance details for all activities related to the Facility's functions.

OWCA will deliver frequent formal and informal reporting to the Client, including but not limited to regular contact regarding day-to-day issues, periodic meetings, and timely delivery of all relevant documentation relating to the management, operation and maintenance of the facilities.

E. Compliance Responsibility

OCWA will ensure complete and timely compliance with all Applicable Laws.

Compliance activities or Capital Improvements that result from changes in the law or from regulatory intervention will be pre-approved by the Client.

F. Capital Improvements

OCWA will record information on the frequency and causes of equipment breakdown and repair prices to determine replacement needs.

OCWA will identify elements of the Facility that require upgrading or improvement and bring these to the attention of the Client with due regard for planning and budgeting requirements. The funding of Capital improvements will be the responsibility of the Client. The Client will have

final approval for any Capital Improvement proposed by OCWA. OCWA shall not rely in any way on the Client's annual capital budgets and acknowledges that the identification of a capital improvement in the Client's capital budgets in no way ensures that the capital improvement will be carried out by the Client.

OCWA shall provide support resources for capital projects, detailed report reviews, data compilation, and research of historic information all in support of capital improvements managed by the Secondary Boards or other requested special work.

- A 16 hour total limit on management, team leads and operations/maintenance staff resources for each project under the direction and control of the Secondary Boards.
- OCWA will in consultation with the Client at the initiation phase of each project define the support requested and estimate the number of resource hours forecasted, additional hours will be tracked and invoiced following the Optional Services

G. Asset Protection

OCWA will be the steward of the Facility on behalf of the Client. OCWA will maintain the Facility based on industry standards for similar facilities, normal wear and tear excluded.

OCWA will maintain and utilize the Client's computerized maintenance management system (CMMS; currently incorporated into the CMMS of the Elgin Area Primary Water Supply System) to control and record all maintenance activities, including but not limited to routine, preventative and breakdown maintenance activities.

OCWA will provide the Client with immediate and complete access to all available information relating to the Facility as well as regular reporting.

H. Operational and Maintenance Duties

OCWA will perform regularly scheduled inspections and carry out associated operational and maintenance duties at the Facility, including all related equipment, to ensure that the Facility is operated and maintained effectively. OCWA will perform inspection and maintenance duties in accordance with the Operations Manuals for the Facility, as well as the Operation and Maintenance (O&M) manuals developed and provided by the suppliers of the specific equipment.

I. Services Innovation and Improvement

OCWA will propose innovative strategies to the Client to enhance performance and reduce the overall cost of the Facility's operations without adversely impacting health and safety, or acceptable operating standards.

OCWA will operate and maintain the Facility cooperatively with the Client, including but not limited to the dosage of chlorine for secondary disinfection, and pumping schedules.

The Client will consider cost savings-sharing formula for dealing with savings that result from innovations proposed and implemented by OCWA.

J. Risk Management

OCWA will implement risk identification strategies and create, maintain and implement contingency, emergency, and health and safety plans to manage risk for the Client's facilities within OCWA's control under this Agreement.

OCWA will respond to emergency situations within thirty (30) minutes and appropriate staffing will be available within a reasonable amount of time based on the criticality of the emergency/alarm event.

K. Site Visits

OCWA will facilitate site visits at the Facility on a periodic basis. Visitors to the Facility will include the Client's staff, MECP staff, maintenance services staff as well as the Health Units' staff.

L. Potable Water Performance Criteria

At all times, OCWA will deliver the Services in accordance with the requirements of the *Safe Drinking Water Act*, the Drinking Water Systems Regulation (O. Reg. 170/03) and the Ontario Drinking Water Quality Standards (O. Reg. 169/03), except for Uncontrollable Circumstances.

M. Sampling and Testing Requirements

OWCA will perform sampling and testing at the Facility in accordance with the *Safe Water Drinking Act*, the Drinking Water Systems Regulation (O. Reg. 170/03), Municipal Drinking Water Licenses (or Certificates of Approval) and Applicable Laws.

Sampling and testing shall occur for the following three sub-systems separately:

1. City of London
2. Aylmer Area Secondary Water Supply System
3. St. Thomas Area Secondary Water Supply System

N. Addressing Potential Performance Concerns

OCWA is committed to maintaining excellent client service and transparent communications regarding the performance of its staff working at the Facility. If the Client has concerns about the work performance of OCWA's staff, these concerns can be forwarded in writing to OCWA's General Manager for the Facility. The Client's concerns about the work performance of OCWA's staff will be thoroughly reviewed with the assistance of OCWA's Human Resources Department, and dealt with on a case-by-case basis. OCWA will apprise the Client of the actions

taken to improve performance. In addressing issues of staff work performance, OCWA will attempt to have a resolution that is satisfactory to both Parties.”

SCHEDULE D – The Annual Price And Other Charges.

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

- (i) For the period from **January 1, 2022** through to **December 31, 2022** inclusive: **\$206,957.41 plus CPI at 4.4% CPI (Ontario) = \$216,063.53**. Any **following Year(s) will be set by adding CPI (Ontario) as defined in September to the current annual rate (Example 2023 will be calculated 2022 rate + CPI (Ontario) as defined in September** The CPI (Ontario) Adjustment shall be calculated annually as soon as necessary information is available from Statistics Canada (Ontario CPI Index) based on September defined values.

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price (\$216,063.53) shall be **\$18,005.29**. The first payment shall be due and payable on January 1, 2022.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates which may be adjusted on an annual basis:

- (a) Labour rates on Business Days, Monday to Friday (0730 to 1600) shall be billed at \$100.00/hour/person for an operations manager; \$90.00/hour/person for a team lead; \$70.00/hour/person for operations and maintenance staff, plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates for after hours and on weekends shall be billed at \$127.50/hour/person for an operations manager and team lead; \$97.50/hour/person for operations and maintenance staff with a minimum four (4) hour charge; plus applicable expenses and plus vehicle expenses at \$0.50/km/vehicle.
- (c) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% of the first \$10,000; plus
- (b) 10% on the amount from \$10,000 to \$50,000; plus
- (c) 5% on the amount in excess of \$50,000.

For example, the Service associated with a capital project which required \$56,000 in supplies and materials would be \$5,800 (15% x \$10,000 + 10% x \$40,000 + 5% x \$6,000).”

“SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA’s negligence arising out of OCWA’s operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.

Contractor’s Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA’s profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2021; subject to change on an annual basis.”

“SCHEDULE H – Pricing

EMPS Price Proposal – Renewal Term						
Item	Year 1 2022	Year 2 2023	Year 3 2024	Year 4 2025	Year 5 2026	Year 6 2027
Total Fixed Price, excluding taxes	\$206,957.41 full year + 4.4% 2021 CPI (Ontario) Total Year \$216,063.53 Jan 1 to Jun 30 2022 \$108,031.76 July 1 to Dec 31 2022 \$108,031.76	\$216,063. 53 +CPI (Ontario)	2023 +CPI (Ontario)	2024 +CPI (Ontario)	2025 +CPI (Ontario)	2026 +CPI (Ontario)

The CPI Adjustment (Ontario), which will be calculated in accordance with the above.

The Parties agree that the Annual Fee includes:

Salaries and Benefits – salaries, on call, ORO

Transportation and Communication – data communication, mobile phone, training

Services – vehicles, lab equipment, repairs and maintenance, lab analysis, insurances as defined in Schedule E

Supplies and Equipment – lubricants, calibration, vehicle fuel, safety, laboratory, hardware supplies

Costs Included in the Annual Price:

- Annual DWQMS maintenance costs
- On call costs
- Lab costs
- Data communication and mobile phone costs
- Lifting device annual inspections
- 20 hours per week for operator
- Operator hours are Monday to Friday excluding weekends and holidays
- Shared ORO from EAPWSS

Costs Excluded from the Annual Price:

- Initial and final condition surveys
- All capital costs and or repairs in excess of \$1,000.00 pre tax
- All natural gas, diesel fuel and utilities costs

- Writing the DWQMS operational plans
- External DWQMS audit
- Chlorine gas

The Parties confirm that OCWA will continue to invoice for chlorine gas to be allocated 50% to the St Thomas Secondary Water Supply System and 50% to the Aylmer Area Secondary Water Supply System. OCWA will not require pre-approval for chlorine gas cost invoicing.”

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee
From: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment and Infrastructure
Subject: 2021 Drinking Water Annual Report and Summary Report for
the City of London Drinking Water System
Date: February 1, 2022

Recommendation

That, on the recommendation of the Director, Water, Wastewater, and Stormwater, the 2021 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System **BE RECEIVED** for information.

Executive Summary

Ontario Regulation 170/03 (Drinking Water Systems) requires the owner of a municipal drinking water system to ensure that an Annual Report and a Summary Report be prepared, covering the period of January 1 through to December 31 of the previous year. This report, along with its appendices, fulfills these requirements.

Linkage to the Corporate Strategic Plan

The 2019 – 2023 Strategic Plan identifies this objective under Leading in Public Service: Measure and publicly report on corporate performance.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

[“2020 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System”](#), Civic Works Committee, February 9, 2021, Agenda item #2.11

2.0 Discussion and Considerations

2.1 Regulatory Requirements

Ontario Regulation 170/03 (Drinking Water Systems) requires the owner of a municipal drinking water system to ensure that an Annual Report and a Summary Report be prepared, covering the period of January 1 through to December 31 of the previous year.

The Annual Report is to contain:

- A brief description of the drinking water system, including a list of water treatment chemicals used by the system;
- A summary of the results of required tests;
- A summary of any adverse test results reported and corrective actions taken; and
- A description of any major expenses incurred to install, repair or replace required equipment.

O. Reg. 170/03 further stipulates that:

- a) The Owner shall ensure that a copy of the Annual Report is given without charge to every person who requests a copy;
- b) Effective steps are taken to advise users of water from the system that copies of the Annual Report are available, without charge, and of how a copy may be obtained;
- c) The Owner of a large municipal residential system serving more than 10,000 people is required to post a copy of the Annual Report to the municipality's website; and,
- d) A Summary Report is to be prepared and presented to the members of the Municipal Council by no later than March 31 of the following year.

The Summary Report is to contain:

- A list of any regulatory requirements applicable to the system that were not met at any time during the period covered by the report, the duration of the failure, and the measures that were taken to correct the failure; and,
- A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows and compared to the rated capacity of the system.

Due to the large number of pages, the 2021 Drinking Water Summary Report for the City of London Drinking Water System has been provided to members of Council in electronic format, with the 2021 Annual Report attached as an appendix. The Summary Report (without appendices) is attached as Appendix 'A' to this report.

The Elgin-Middlesex Pumping Station (EMPS) is jointly owned by the City of St. Thomas, the Town of Aylmer, and the City of London, and is operated by the Ontario Clean Water Agency (OCWA). The Annual Report for the EMPS (London portion) was not yet available at the time of writing this report. Therefore, it will be provided to members of Council under separate memo prior to the reporting deadline of February 28, 2021.

Conclusion

Receipt of Appendix 'A' of this report by members of Council fulfils the reporting requirements of O. Reg. 170/03, Schedule 22. The 2021 Drinking Water Summary Report is available to members of the public by request and will be posted on the City's website.

Prepared by:	John Simon, P.Eng., Division Manager, Water Operations
Submitted by:	Scott Mathers, MPA, P.Eng., Director Water Wastewater & Stormwater
Recommended by:	Kelly Scherr, P. Eng., MBA, FEC Deputy City Manager, Environment and Infrastructure

Appendix 'A' – City of London 2021 Drinking Water Summary Report

c.c.

Scott Koshowski – Water Operations Engineer

Michael Schulthess – City Clerk

Aaron Rozentals – Division Manager, Water Engineering

Andrew Henry – Director, Regional Water Supply

Dan Huggins – Water Quality Manager

Dr. Alex Summers – Acting Medical Officer of Health Middlesex-London Health Unit

CITY OF LONDON

2021 DRINKING WATER SUMMARY REPORT

System Name: City Of London Drinking Water System

System Rating:

Water Distribution Subsystem Class IV
Water Treatment Subsystem Class II
Average Day Demand: 129.695 MLD
Peak Day Demand: 166.753 MLD (May 21, 2021)
Population Served: 400,000 (approx.)
Source Water: Surface Water (Lake Huron, Lake Erie)
Drinking Water System Number: 260004917
Municipal Drinking Water Licence: 006-101



CONTACT INFO:

Owner:
Corporation of the City of London
300 Dufferin Avenue, London, Ontario N6A 4L9
Contact: Mr. John Simon, P.Eng. Division Manager Water Operations
519-661-2489 ext. 4938

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Reporting Requirements

Ontario Regulation 170/03 requires that municipalities prepare a Summary Report for their drinking-water system for the preceding calendar year and submit it to the members of the Municipal Council by March 31 of each year. This report, presented to Municipal Council's Civic Works Committee on February 1, 2022, fulfills that requirement.

O. Reg 170/03 also requires the preparation of an Annual Report on the operation of the drinking-water system to be made available to members of the public.

Before February 28, 2022, a copy of the 2021 Annual Report and Summary Report for the City of London's water works will be provided to the local office of the Ministry of the Environment, Conservation and Parks (MECP) as a courtesy for information purposes.

The Elgin-Middlesex Pumping Station (EMPS) is jointly owned by the St. Thomas Area Secondary Water Supply System, the Aylmer Area Secondary Water Supply System, and the City of London. EMPS is operated by the Ontario Clean Water Agency (OCWA). The Annual Report for the EMPS (London portion) was not yet available at the time of writing this report. Therefore, it will be provided to members of Council under separate memo prior to the reporting deadline of February 28, 2022.

Water Budget

The 2020-2023 operating and capital budgets represent financial sustainability for Londoners, whereby annual rate increases are approximately the average of the Consumer Price Index (CPI) and the Non-Residential Building Construction Price Index (NRBCPI). The 2020-2023 water operating and capital budgets support four core business objectives:

- Compliance
- Financial Management
- Customer Service
- Best Management Practices

The total Water budget for 2021 was \$87.5 million, which includes long term infrastructure improvements. The Water Budget helps maintain London's advantage of a safe, clean, and secure water supply. The Water Service Area remains proactive in initiatives to ensure that this service continues to meet the demands and expectations of customers. Existing infrastructure requires ongoing renewal (replacement and rehabilitation) activities to manage the infrastructure gap, ensuring that future generations are not faced with a water system that is failing, unreliable, and expensive to maintain.

Impacts of Covid-19 on Operational Performance

The novel coronavirus (COVID-19), throughout 2021, has continued to cause unprecedented interruption to the daily activities of individuals, businesses, and institutions around the world. The City of London has experienced significant challenges, and there remains considerable uncertainty. The future availability of supply of essential stock, inventory, supplies, and material is concerning; therefore, the Water Service Area has already started taking steps to maintain product delivery. They are being closely monitored, with advanced procurement being implemented. The Water Service Area is an Essential Service that must maintain service continuity. Operationally throughout 2021, with all the impacts of Covid-19, the Water Service Area once again continued with "business-as-usual", with only minor service level impacts seen on non-critical work processes.

Staffing

Throughout 2021, due to the impacts of the Covid-19 pandemic, adjustments were made to ensure continuity of service. Water Operations staff remained fully dedicated to the delivery of safe, reliable drinking water. During this time, staff continued modified work arrangements and environments, implemented new and updated existing procedures (ie. Corporate Health and Safety Standard Operating Guidelines) and worked diligently to ensure uninterrupted supply of this essential service.

Business Continuity

During the early stages of the pandemic new processes and procedures were established to provide business continuity. Water Operations staff implemented a “start of day” procedure that strictly offset the working times between Water Operations staff and other City operations staff by 30 minutes. In addition, Water Operations staff quickly implemented a rotational shift system, social distancing protocols, eliminated shared/grouped vehicle travel by providing staff with separate vehicles to travel to and from work sites, and ensured proper personal protective equipment was available and used consistently. All these efforts were put forth to minimize inter-staff contact. The continuation of these combined efforts enabled the continued safe and reliable operation of the water distribution system throughout 2021 and over the course of the pandemic to date.

Budget

Due to the Covid-19 pandemic, there have been cost increases to operational material and supplies. The Water Service Area has continued to work within allocated budgets. Water demand has continued to be strong and essentially unaffected by the pandemic. There were no major budget implications to the Water Service Area in 2021.

Maintenance and Construction

With the effects of the pandemic controlling and altering daily activities, the Water Operations Division continued to deliver essential water services. Water Operations Division and Water Engineering Division staff maintained, whenever possible, a “business-as-usual” level of service. Staff adapted to mandated requirements and found ways to continue their tasks and duties. The Corporation continued to provide support to staff by way of allocating necessary supplies, additional vehicles, sourcing and providing personal protective equipment.

Sampling & Water Quality Monitoring

In 2021, the MECP required large municipal drinking water systems to test for 70 different organic, inorganic, and chemical parameters. The City of London’s water sampling regime includes monthly testing for microbiological indicators and chlorine residuals from 57 standard locations across the City, as well over 3,150 random grab samples. Analysis is also performed for up to 117 parameters, including organics, inorganics, chemicals, pesticides, and metals at 13 standard locations around the City. This level of testing far exceeds the MECP’s minimum sampling requirements.

London also has 10 locations throughout the City where continuous in-line sampling of chlorine residual and pH is monitored. Staff also perform approximately 4,000 additional chlorine tests each year related to construction and maintenance activities. These efforts help ensure that the water within the distribution system is always of high quality, completely safe to consume, and consistent for manufacturing processes.

2021 Water Quality Sampling Summary

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	
REGULATED INORGANICS					
Antimony	6	ug/L	0.09	0.9 - 0.9	No
Arsenic	25	ug/L	0.2	0.3 - 0.5	No
Barium	1000	ug/L	0.02	16.5 - 23.9	No
Boron	5000	ug/L	2	17 - 23	No
Cadmium	5	ug/L	0.003	0.003 <MDL	No
Chromium	50	ug/L	0.08	0.27 - 0.27	No
Fluoride	1.5	mg/L	0.06	0.07 - 0.93	No
Free Chlorine Residual	--	mg/L		0.22 - 1.28	No
Lead	10	ug/L	0.01	0.01 0.06	No
Mercury	1	ug/L	0.01	0.01 <MDL	No
Selenium	10	ug/L	0.04	0.13 - 0.16	No
Sodium	*20	mg/L	0.01	10.8 - 18.3	No
Uranium	20	ug/L	0.002	0.038 - 0.059	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	
REGULATED ORGANICS					
Atrazine	--	ug/L	0.01	0.02 - 0.04	No
Atrazine + N-dealkylated metabolites	5	ug/L	0.01	0.04 - 0.06	No
De-ethylated Atrazine	--	ug/L	0.01	0.01 - 0.02	No
Azinphos-methyl	20	ug/L	0.05	0.05 <MDL	No
Benzene	5	ug/L	0.32	0.32 <MDL	No
Benzo(a)pyrene	0.01	ug/L	0.004	0.004 <MDL	No
Bromoxynil	5	ug/L	0.33	0.33 <MDL	No
Carbaryl	90	ug/L	0.05	0.05 <MDL	No
Carbofuran	90	ug/L	0.01	0.01 <MDL	No
Carbon tetrachloride	5	ug/L	0.17	0.17 <MDL	No
Chlorpyrifos	90	ug/L	0.02	0.02 <MDL	No
Diazinon	20	ug/L	0.02	0.02 <MDL	No
Dicamba	120	ug/L	0.2	0.2 <MDL	No
1,2-Dichlorobenzene	200	ug/L	0.41	0.41 <MDL	No
1,4-Dichlorobenzene	5	ug/L	0.36	0.36 <MDL	No
1,2-Dichloroethane	5	ug/L	0.35	0.35 <MDL	No
Dichloromethane	50	ug/L	0.35	0.35 <MDL	No
2,4-dichlorophenol	900	ug/L	0.15	0.15 <MDL	No
2,4-dichlorophenoxyacetic acid (2,4-D)	100	ug/L	0.19	0.19 <MDL	No
Diclofop-methyl	9	ug/L	0.4	0.4 <MDL	No
Dimethoate	20	ug/L	0.06	0.06 <MDL	No
Diquat	70	ug/L	1	1 <MDL	No
Diuron	150	ug/L	0.03	0.03 <MDL	No
Glyphosate	280	ug/L	1	1 <MDL	No
Malathion	190	ug/L	0.02	0.02 <MDL	No
MCPA	--	mg/L	0.00012	0.00012 <MDL	No
Metolachlor	50	ug/L	0.01	0.01 - 0.02	No
Metribuzin	80	ug/L	0.02	0.02 <MDL	No
Monochlorobenzene	80	ug/L	0.3	0.3 <MDL	No
Paraquat	10	ug/L	1	1 <MDL	No
Pentachlorophenol	--	ug/L	0.15	0.15 <MDL	No
Phorate	2	ug/L	0.01	0.01 <MDL	No
Picloram	190	ug/L	1	1 <MDL	No
Polychlorinated Biphenyls (PCBs)	3	ug/L	0.04	0.04 <MDL	No
Prometryne	1	ug/L	0.03	0.03 <MDL	No
Simazine	10	ug/L	0.01	0.01 <MDL	No
Terbufos	1	ug/L	0.01	0.01 <MDL	No
2,3,4,6-tetrachlorophenol	100	ug/L	0.2	0.2 <MDL	No
Triallate	230	ug/L	0.01	0.01 <MDL	No
Trichloroethylene	50	ug/L	0.44	0.44 <MDL	No
2,4,6-trichlorophenol	5	ug/L	0.25	0.25 <MDL	No
Trifluralin	45	ug/L	0.02	0.02 <MDL	No
Vinyl Chloride	2	ug/L	0.17	0.17 <MDL	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	
NITRATES					
Nitrate (as nitrogen)	--	mg/L	0.006	0.033 - 0.566	No
Nitrate + Nitrite (as nitrogen)	--	mg/L	0.006	0.033 - 0.566	No
Nitrite (as nitrogen)	--	mg/L	0.003	0.005 - 1.7	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	
TRIHALOMETHANES & HALOACETIC ACIDS					
Total Haloacetic Acids	--	ug/L	5.3	5.3 - 19.1	No
Dibromoacetic Acid	--	ug/L	2	2 <MDL	No

Dichloroacetic Acid	--	ug/L	2.6	2.6 - 14.3	No
Monobromoacetic acid	--	ug/L	2.9	2.9 <MDL	No
Monochloroacetic Acid	--	ug/L	4.7	4.7 <MDL	No
Trichloroacetic Acid	--	ug/L	5.3	5.3 - 7.1	No
Trihalomethanes (total)	--	ug/L	0.37	17 - 58	No
Bromodichloromethane	--	ug/L	0.26	5.5 - 13	No
Bromoform	--	ug/L	0.34	0.34 - 0.34	No
Chloroform	--	ug/L	0.29	8.6 - 40	No
Dibromochloromethane	--	ug/L	0.37	2 - 4.8	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	

MICROBIOLOGICAL

E. coli	0	cfu/100 mL	0	0 - 0	No
Total Coliform	0	cfu/100 mL	0	0 - 260	Yes
Heterotrophic Plate Count	N/A	cfu/1 mL	10	10 - 2000	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2021	

NON-REGULATED INORGANICS/ORGANICS

Alkalinity	--	mg/L as CaCO ₃	2	75 - 90	No
Aluminum	--	ug/L	1	14 - 51	No
Ammonia+Ammonium (N)	--	mg/L	0.04	0.04 <MDL	No
Calcium	--	mg/L	0.01	28.4 - 35.6	No
Chloride	--	mg/L	0.04	10 - 18	No
Cobalt	--	ug/L	0.004	0.004 - 0.01	No
Colour	--	TCU	3	3 - 4	No
Conductivity	--	uS/cm	2	237 - 307	No
Copper	--	ug/L	0.2	1.7 - 2.7	No
Cyanide	200.0	ug/L	2	2 <MDL	No
1,1-Dichloroethylene (vinylidene chloride)	14	ug/L	0.33	0.33 <MDL	No
Dissolved Organic Carbon	--	mg/L	1	1 - 2	No
Ethylbenzene	--	ug/L	0.33	0.33 <MDL	No
Hardness	--	mg/L as CaCO ₃	0.05	108 - 129	No
Iron	--	ug/L	7	7 <MDL	No
Magnesium	--	mg/L	0.001	8.92 - 9.77	No
Manganese	--	ug/L	0.01	0.15 - 0.36	No
Nickel	--	ug/L	0.1	0.1 - 0.4	No
Nitrogen-Kjeldahl (N)	--	mg/L	0.05	0.05 - 0.09	No
Organic Nitrogen	--	mg/L	0.01	0.05 - 0.09	No
pH	--	no unit	0.05	7.45 - 7.97	No
Phosphorus	--	mg/L	0.003	0.003 <MDL	No
Potassium	--	mg/L	0.009	1.08 - 1.49	No
Silicon; reactive silicate	--	mg/L	0.02	1.03 - 2.05	No
Silver	--	ug/L	0.05	0.05 <MDL	No
Solids (Total Dissolved)	--	mg/L	30	131 - 183	No
Sulphate	--	mg/L	0.04	25 - 33	No
Sulphide	--	mg/L	6	6 <MDL	No
Surr 1,2-Dichloroethane-d4	--	Surr Rec %	--	115 - 115	No
Surr 4-Bromofluorobenzene	--	Surr Rec %	--	81 - 82	No
Surr Decachlorobiphenyl	--	%	--	90 - 93	No
Tetrachloroethylene (perchloroethylene)	30	ug/L	0.35	0.35 <MDL	No
Toluene	--	ug/L	0.36	0.36 <MDL	No
Total Chlorine-Field	--	mg/L	--	0.96 - 1.05	No
2,4,5-TP (Silvex)	--	ug/L	0.18	0.18 <MDL	No
Turbidity	1	NTU	0.1	0.1 - 0.18	No
Xylene (Total)	--	ug/L	0.43	0.43 <MDL	No
m/p-xylene	--	ug/L	0.43	0.43 <MDL	No
o-xylene	--	ug/L	0.17	0.17 <MDL	No
Zinc	--	ug/L	2	2 - 3	No

In 2021, there were nine (9) adverse microbiological results out of 3,156 samples taken. Seven involved the detection of Total Coliform bacteria (ranging from 1 to 260 cfu/100 mL), two were the result of NDOG (No Data Overgrown). In each case, staff implemented the mandatory adverse response procedure, which included notifying the MECP and the Middlesex-London Health Unit, and immediately re-sampled at each location. The re-sample results revealed no adverse indicators.

In all instances it is highly unlikely that there were ‘actual’ water quality issues at these sites, as all adverse samples were identified as having free chlorine residuals which were well above the minimum acceptable level at the time of the sampling (ranging between 0.38 to 0.93 mg/L). E. coli and Coliform bacteria cannot survive in chlorinated water; therefore, it is suspected that post-sampling contamination occurred. The re-sampling results support this conclusion. The microbiological testing procedure is extremely sensitive; accidental sample contamination can occur through operator or laboratory error, despite the specific procedures and precautions being adhered to while processing samples.

System Statistics and Major Events

During the period from January 1, 2021, through to December 31, 2021, a total of 47,334,160,000 litres of water were purchased, at a cost of \$27,223,484, from the Joint Water Boards and subsequently pumped into London via the Arva Pumping Station and the London components within the Elgin Middlesex Pumping Station. Average day demand was 129,695,490 litres. Peak day consumption was down significantly from the 194,876,000 litres that occurred on July 6, 2020, the highest in a decade, to 166,753,000 on May 21, 2021, returning to within the normal range.

A summary of system pumpage can be found in the full version of the Summary Report. The data includes monthly average and maximum daily flows. These values are also compared to the rated flow rate capacities identified in London’s Municipal Drinking Water Licence. There were no occurrences of flow rate exceedance during the specified time period.

Listed below are some 2021 statistics for the City of London Distribution System:

Approximate Replacement Value of Drinking Water System	\$5,900,000,000
Number of Pumping Stations	9
Total Number of Water Services	>120,000
Length of Watermain	1,635 km
Number of Watermain Breaks	77
Number of Water Service Leaks	286

Municipalities Receiving London Water

In the Municipality of Middlesex Centre, the villages of Arva, Ballymote, and Delaware continued to receive their drinking water under contract from the City of London during 2021. The Municipality of Middlesex Centre has been provided a copy of the Annual Report as per O. Reg 170/03.

Several residences within Central Elgin also continued to receive drinking water from the transmission watermain that supplies the City of London from the EMPS. For this reason, Central Elgin has also been provided a copy of the report.

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager,
Environment & Infrastructure

Subject: Area Speed Limit Amendments to the Traffic and Parking By-law

Date: February 1, 2022

Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the proposed by-law, attached as Appendix A **BE INTRODUCED** at the Municipal Council meeting to be held on February 15, 2022, for the purpose of amending the Traffic and Parking By-law (PS-114).

Linkage to the Corporate Strategic Plan

The following report supports the 2019 to 2023 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.

Analysis

1.0 Background Information

1.1 Previous Report Related to this Matter

- Civic Works Committee – March 10, 2020 – Area Speed Limit Implementation

1.2 Purpose of this Report

The Traffic and Parking By-law (PS-114) requires amendments (Appendix A) to improve neighbourhood safety and walkability via the next phase of area speed limit implementation. The amendments in the following section are proposed.

2.0 Discussion and Considerations

2.1 Area Speed Limits

Since the beginning of implementation in 2020 there have been eighteen 40 km/h area speed limits (ASL) zones created which represents approximately half of the program implementation. These zones have largely avoided bus routes on neighbourhood connector streets that the London Transit Commission (LTC) identified as potentially having significant impacts on their operations. LTC had planned to undertake further, more detailed assessments on key bus routes over the past year, however, given the significant reductions in both ridership and traffic related to pandemic restrictions and lockdowns, there was no opportunity to do so that would have resembled normal operating circumstances. As such, following further discussions between City staff and LTC staff it was agreed that the ASL program can be expanded to include all bus routes, noting the nature and extent of the impacts on LTC operations will not be known until such time as traffic volumes and ridership levels return to normal. The implementation of zones will now proceed across the rest of the city in a more contiguous manner.

The following three area speed limit zones are being recommended for the next phase of implementation:

- The East London area is bounded by Clarke Road, Trafalgar Street, VMP and Gore Road;
- The North-East London areas are bounded by Adelaide Street N, Huron Street, Clarke Road, Oxford Street E. Highbury Avenue N is a major road and should remain 60 km/h; and
- The North London area is bounded by Medway Creek - Fanshawe Park Road W - Fanshawe Park Road E - Highbury Avenue N - Thames River - Richmond Street - Western Road. Richmond Street and Windermere Road from Richmond Street to Adelaide Street N are major roads and should remain 50 km/h and 60 km/h as posted. Richmond Street, Windermere Road from Richmond Street to Adelaide Street N and Adelaide Street N are major roads and should remain 50 km/h and 60 km/h.

Maps showing the proposed area speed limits can be found in Appendix B.

Conclusion

Changes to the Traffic and Parking By-law are proposed to improve road safety for all users. Amendments are required Schedule 25 (Area Speed Limits) to implement the above changes.

Prepared by: Shane Maguire, P. Eng., Division Manager, Traffic Engineering

Submitted by: Doug MacRae, P. Eng., MPA, Director, Transportation & Mobility

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment & Infrastructure

January 20, 2022/

Attach: Appendix A – By-law to Amend the Traffic and Parking By-law (PS-114)
Appendix B – Area Speed Limit Zones

cc: London Transit Commission

APPENDIX A By-law to amend the Traffic and Parking By-law (PS-114)

Bill No.

By-law No. PS-114

A by-law to amend By-law PS-114 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. Area Speed Limits

Schedule 25 (Area Speed Limits) of the By-law PS-114 is hereby amended by **adding** the following rows:

1-Area Limit	2-Maximum Rate of Speed
Adelaide Street N - Huron Street – Highbury Avenue N - Oxford Street E	40 km/h
Clarke Road - Trafalgar Street - VMP - Gore Road	40 km/h
Highbury Avenue N - Huron Street - Clarke Road - Oxford Street E	40 km/h
Fanshawe Park Road E – Adelaide Street N – Windermere Rd – Richmond Street Road	40 km/h
Fanshawe Park Road E - Highbury Avenue N - Thames River - Adelaide Street N	40 km/h
Medway Creek - Fanshawe Park Road W - Richmond Street - Western Road	40 km/h
Western Road – Richmond Street – Thames River – Medway Creek	40 km/h
Windermere Road – Adelaide Street N – Thames River – Richmond Street	40 km/h

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

PASSED in Open Council on February 15, 2022.

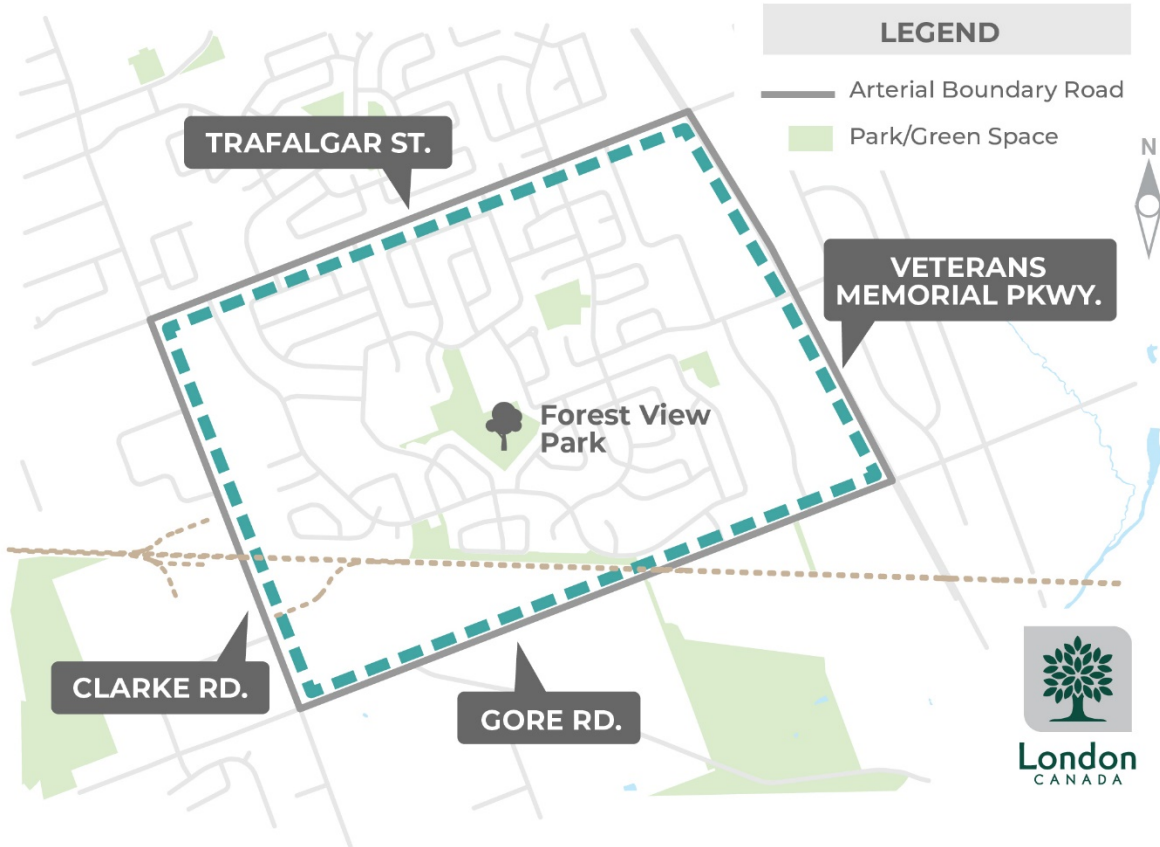
Ed Holder
Mayor

Michael Schulthess
City Clerk

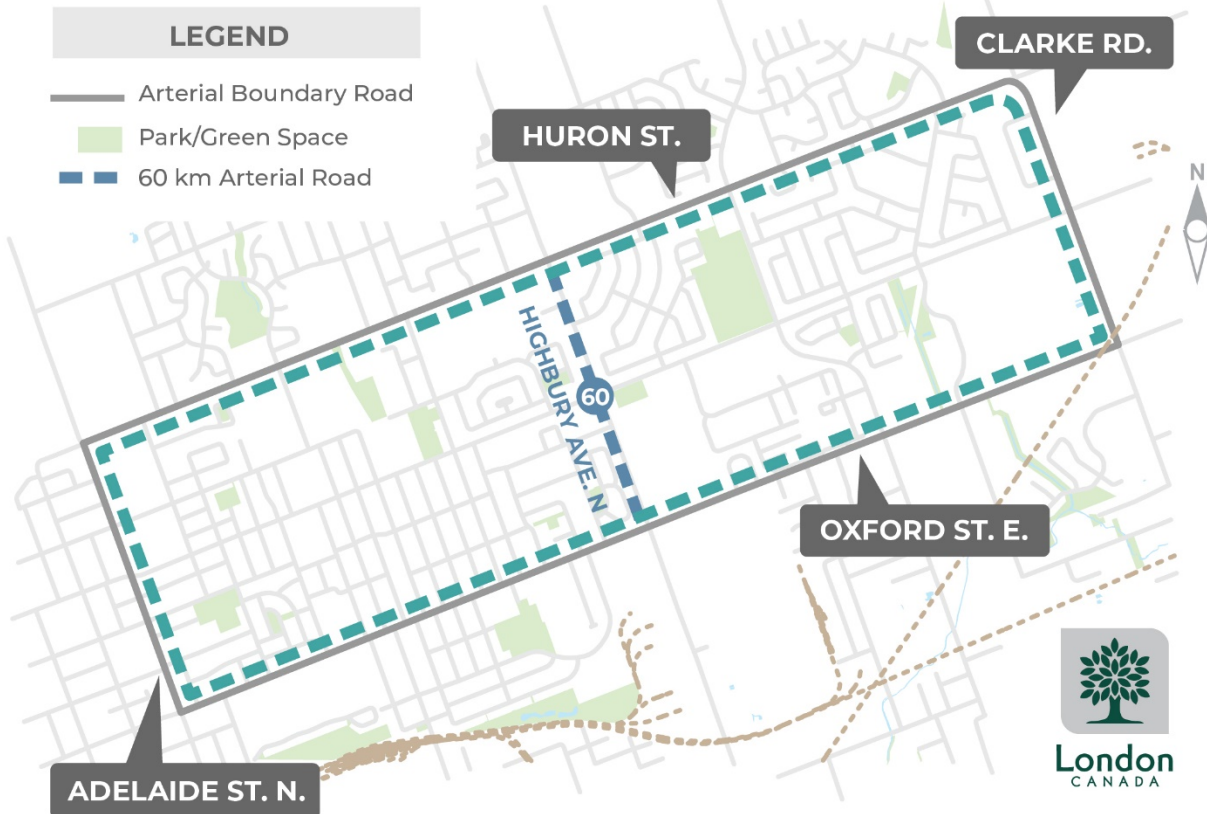
First Reading – February 15, 2022
Second Reading – February 15, 2022
Third Reading – February 15, 2022

APPENDIX B: Area Speed Limit Zones

East London 40 km/h Area Speed Limit



North-East London 40 km/h Area Speed Limit



North London 40 km/h Area Speed Limit

LEGEND

- Arterial Boundary Road
- Park/Green Space
- Arterial Road (speed limit marked on map)



Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Contract Award: Tender No. 21-109
Victoria Bridge Replacement

Date: February 1, 2022

Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the award of contracts for the Victoria Bridge Replacement Project (Tender No. 21-109):

- (a) the bid submitted by McLean Taylor Construction Limited at its tendered price of \$22,771,238.28, excluding HST, for the Victoria Bridge Replacement Project, **BE ACCEPTED**; it being noted that the bid submitted by McLean Taylor Construction Limited was the lowest of eight bids received and meets the City's specifications and requirements in all areas;
- (b) AECOM Canada Limited **BE AUTHORIZED** to carry out the resident inspection and contract administration for this project at an upset amount of \$1,740,991 excluding HST, in accordance with Section 15.2 (g) of the City of London Procurement of Goods and Services Policy;
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix A;
- (d) the Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this project;
- (e) the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract, or issuing a purchase order for the work to be done relating to this project (Tender 21-109); and
- (f) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

Executive Summary

This report recommends award of a tender to a contractor, and continuation of consulting and contract administration services for the Victoria Bridge Replacement Project, which will replace the existing bridge over the South Branch of the Thames River on Ridout Street including road improvements from the Horton Street intersection to Ingleside Place. This project will address a key infrastructure renewal need by replacing a bridge that is beyond its service life. The project will also improve the active transportation network at this connection to the downtown by creating wider sidewalks, extending the Ridout Street bike lanes across the bridge and providing an improved connection to Thames Park.

Context

There have been three previous bridges in this location dating back to the year 1848. The current bridge was constructed in 1926 on the abutments and central pier from the previous bridge which was constructed in 1875. The current structure is a steel

modified warren pony truss structure.

The bridge supports two lanes of traffic, with two cantilevered sidewalks located outside of the main truss. A watermain, sanitary sewer and Bell Canada cables are suspended beneath the bridge. At 93 years of age with substructure elements at 144 years of age, this bridge is at the end of its service life. In recent years, emergency repairs were necessary due to full perforations of the steel truss, deck perforations and expansion joint failures. The Schedule “C” Class Municipal Environmental Assessment (EA) for this project was completed and accepted by Council on June 26, 2018 with the recommendation to fully replace this structure.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of “Building a Sustainable City” by implementing and enhancing safe and convenient mobility choices for transit riders, automobile users, pedestrians, and cyclists.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter:

- Strategic Priorities and Policy Committee – January 28, 2016 – Downtown Infrastructure Planning and Coordination
- Civic Works Committee – November 1, 2016 – Environmental Assessment Appointment of Consulting Engineer
- Civic Works Committee – June 19, 2018 – Victoria Bridge Environmental Study Report
- Civic Works Committee – July 23, 2019 - Victoria Bridge Replacement Detailed Design & Tendering Appointment of Consulting Engineer

2.0 Discussion and Consideration

The Victoria Bridge EA Study was carried out through 2017 and 2018. The bridge location and associated EA Study Area is shown in Figure 1 below. The preferred alternative recommended through the EA was to completely remove the existing structure and replace it with a new through arch type bridge on the existing roadway alignment. The bridge replacement will address the lifecycle renewal needs of the aging structure, and it will provide improved functionality with space to accommodate improved cycling and walking facilities. The recommended design is sympathetic to the design qualities and aesthetics of the original bridge. The bridge design will also provide improved climate resiliency by increasing the clearance of the bridge above the river and removing the centre pier which currently impedes river flows.

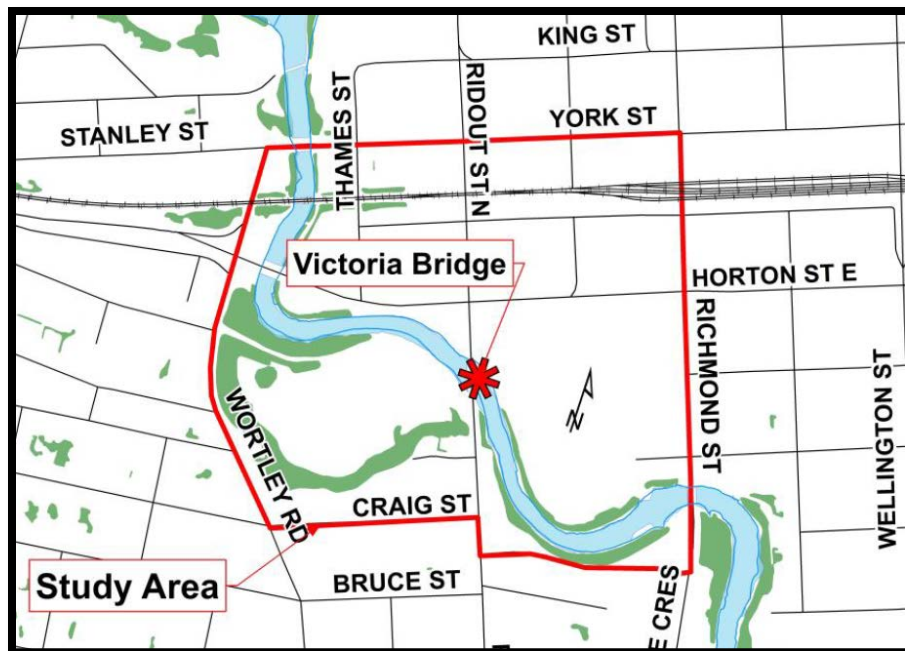


Figure 1: Victoria Bridge Location and Environmental Assessment Study Area

The removal and replacement of the existing Victoria Bridge will require Ridout Street South to be closed from Horton Street to the Thames Park entrance for approximately fourteen months. Vehicle traffic will be detoured around the area. This detour has been coordinated with the scheduling of upcoming works on the Wharncliffe/CN Rail Underpass and the Wellington Gateway projects which are also scheduled in the near term.

Victoria Bridge serves as a connecting link for pedestrian, cyclist and vehicle traffic while providing a support mechanism for City services and Bell Canada cables on Ridout Street South over the south branch of the Thames River. To maintain a link for pedestrians and cyclists during the closure, a temporary bridge will be provided on the west side of Ridout Street. The temporary river crossing will be accessed on the west side of Victoria Bridge and will connect to Thames Park. This temporary bridge will be introduced before the removal of Victoria Bridge and remain in place until the new bridge can accommodate travel. The construction of the temporary bridge will necessitate the closure of the Thames Park tennis facilities as well as reroute a portion of the pathway. This work has been coordinated with Parks Planning and the aging tennis courts will be replaced completely with new lighting, asphalt surface, nets and fencing.

The new bridge will require a raise in profile for Ridout Street of about one metre to account for improved level of safety associated with the design flows in the Thames River. The new profile will match back into existing grades at Horton Street at the north limit and Ingleside Place at the south limit. This provides the opportunity for coordinated lifecycle renewal of the signalized Ridout/Horton Street intersection and extension of corridor cycling facilities. This grade raise will result in modifications to the entrances of the London Hydro property on the north side of the river and Thames Park on the south side of the river.

This project will provide long-term measures to improve the stormwater quality being discharged into the Thames River. During the construction, the project includes extensive measures to address environmental concerns and species at risk. Special measures and constraints for working in and adjacent to the river, protection of birds, fish, turtles and other species at risk have been included in this project. Beyond the construction costs of these environmental measures, there are also impacts to the timing and construction schedule that need to be addressed.

This project will require the temporary closure of the Thames Park and London Hydro entrances for a period of time. At Thames Park, the entrance will need to be regraded and repaved to accommodate the grade change. This work will be timed to occur during the off-season associated with activities at the pool to minimize access disturbance. Revised grading and retaining walls will be required at the London Hydro entrance to maintain this access while transitioning down to the existing building and parking levels. Emergency access will be maintained at all times at the London Hydro access, but general ingress and egress may be impacted for the duration of the construction project. The main access point into the London Hydro property from Talbot Street will be open at all times. London Hydro will continue to be involved as construction progresses.

2.1 Public Engagement and Consultation

The earlier EA process included a comprehensive public consultation process with input from relevant agencies, affected landowners, First Nations communities and members of the public.

At the time of report writing, a Public Update Meeting (PUM) is planned for January 27, 2022. The meeting will provide the opportunity for the project team to provide design and construction details to property owners within the study area and interested residents.

3.0 Financial Impact/Considerations

3.1 Tender Summary

Tenders for the Victoria Bridge Replacement Project were opened on December 17, 2021. Eight contractors submitted tender prices as listed below, excluding HST.

Contractor	Company Name	Tender Price Submitted
1	McLean Taylor Construction Limited	\$22,771,238.28
2	2220742 Ontario Ltd o/a Bronte Construction	\$23,344,936.05
3	Looby Builders (Dublin) Limited	\$25,624,413.23
4	Toronto Zenith Contracting Limited	\$26,161,829.40
5	Graham Construction and Engineering LP	\$26,700,733.80
6	Eiffage Innovative Canada Inc.	\$27,226,887.20
7	Facca Incorporated	\$29,284,489.00
8	Aecon Construction and Materials Limited	\$37,220,543.90

All tenders have been assessed and checked by the Transportation Planning and Design Division and AECOM Canada Limited. No mathematical errors were found, and the results of the tendering process indicate a competitive process.

The pre-tender construction estimate was \$18,400,000, excluding HST. The competitive nature of the tender results including the large number of submitted bids and grouping of bid costs indicate that the low bid provides value. The tender analysis

suggests several reasons including industry wide risk factors for this higher than anticipated cost including:

- Uncertainty and risk with respect to material fabrication and potential impacts to project timelines, particularly for the structural steel. High demand and increasing material costs have substantially increased steel and fabrication costs over the past few years. Given the rapid rise in costs, it has been challenging to estimate supply chain impacts on schedule and cost.
- Recent high construction escalation rates and projected further increases over the two-year project duration.
- Labour shortages and increasing costs for skilled labour and increased risk.
- High environmental abatement costs and disposal rates associated with new provincial regulations, with respect to coal tar contamination on this project. This type of abatement is unique and challenging and likely led to the incorporation of added risk costs. This item will be managed carefully and the full item costs may not be required depending on the quantity of contaminated material encountered.
- Various project environmental constraints and associated risks, including species at risk relocation and protection.
- Accelerated works for foundation construction and risk mitigation for in-water works.
- Overall aggressive project schedule and some winter work requirements.
- Rapidly increasing project insurance costs over the past few years.
- Rapid emergence of new COVID-19 Omicron variant and the uncertainty of further restrictions and anticipated continued pandemic related project risks.

As this bridge has reached the end of its service life and would continue to require extensive repairs to remain operational, the tender is recommended to proceed in accordance with the detailed financing provided in the Source of Financing Report attached as Appendix 'A'.

The project is being funded through approved capital accounts including primarily the Victoria Bridge Replacement and Victoria Bridge Bike Lane accounts with components of Road Improvements, Bridge Renewal, Traffic Signal Renewal and Parks Planning accounts.

3.2 Consulting Services

AECOM Canada Limited was awarded the detailed design of the Victoria Bridge Replacement by Council on July 30, 2019. With the consultant's knowledge and performance on the EA and detailed design phases of the project, a proposal for construction contract administration and resident inspection was requested with the scope and fees negotiated. Staff have reviewed the fee submission for the Contract Administration phase of this project, including the time allocated to each project task, along with hourly rates provided by consultant. The review of the submission confirmed that the time allocations were appropriate and hourly rates consistent with those submitted through the competitive process.

The continued use of AECOM Canada Limited on this project for contract administration is of financial advantage to the City because this firm has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected. Therefore, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy, Civic Administration is recommending that AECOM Canada Limited be authorized to carry out the remainder of engineering services, as contract administrators, and complete this project for a fee estimate of \$1,740,991, excluding HST. These fees are associated with the contract administration and resident supervision services to ensure that the City receives the

product specified and associated value. The approval of this final phase of work will bring the total engineering services for this project to \$2,903,285 excluding HST.

3.3 Operating Budget Impacts

This project will provide additional measures to improve the stormwater quality being discharged into the Thames River. These measures will result in additional operating impacts for Sewer Operations in the order of \$1,000 per year. Additionally, the project will include improved bike lanes on the roadway and bridge resulting in additional operating impacts estimated at \$1,000 per year for Road Operations.

The operational budget impacts for the Sewer & Road Operations will be captured through annual assessment growth business cases.

Conclusion

Civic Administration has reviewed the tender bids and recommends McLean Taylor Construction Limited be awarded the construction contract for the Victoria Bridge Replacement Project at the submitted tender price of \$22,771,238.28, excluding HST.

AECOM Canada Limited has demonstrated an understanding of the City's requirements for this project, and it is recommended that this firm continue as the consulting engineer for the purpose of contract administration and resident supervision services, as it is in the best financial and technical interests of the City. The contract administration assignment is valued at an upset amount of \$1,740,991, excluding HST.

Prepared by: Garfield Dales, P.Eng., Division Manager, Transportation Planning and Design

Submitted by: Doug MacRae, P. Eng., MPA, Director, Transportation and Mobility

Recommended by: Kelly Scherr, P.Eng., MBA, FEC, Deputy City Manager, Environment & Infrastructure

Appendix A – Sources of Financing Report

Appendix "A"

#22011
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: T21-109 Victoria Bridge Replacement
(Subledger BR220001)
Capital Project TS1202 - Victoria Bridge Replacement
Capital Project TS1745 - Victoria Bridge Bike Lanes
Capital Project TS176321 - Bridges Major Upgrades
Capital Project TS144621 - Road Networks Improvements (Main)
Capital Project PK213520 - Maintain Thames Valley Parkway (2020-2023)
Capital Project PK102320 - Maintain District Parks (2020-2023)
Capital Project TS406721 - Traffic Signals - Mtce
Capital Project TS512321 - Street Light Maintenance
McLean Taylor Construction Limited - 22,771,238.28 (excluding H.S.T.)
AECOM Canada Limited - 1,740,991.00 (excluding H.S.T.)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Environment and Infrastructure, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Revised Budget	Committed To This Date	This Submission	Balance for Future Work
TS1202 - Victoria Bridge Replacement					
Engineering	301,828	301,828	301,828		0
Construction	10,538,172	10,538,172	382,525	10,155,647	0
Construction (Utilities)	0	45,204	0	45,204	0
TS1202 Total	10,840,000	10,885,204	684,353	10,200,851	0
TS1745 - Victoria Bridge Bike Lanes					
Construction	3,300,000	3,300,000	0	3,300,000	0
TS176321 - Bridges Major Upgrades					
Engineering	400,000	400,000	88,980	0	311,020
Construction	4,854,731	4,854,731	365,652	4,452,870	36,209
City Related Expenses	20,000	20,000	0	0	20,000
TS176321 Total	5,274,731	5,274,731	454,632	4,452,870	367,229
TS144621 - Road Networks Improvements (Main)					
Engineering	2,173,459	2,173,459	469,247	1,704,212	0
Construction	12,477,038	12,477,038	1,244,953	4,342,762	6,889,323
City Related Expenses	483	483	483	0	0
TS144621 Total	14,650,980	14,650,980	1,714,683	6,046,974	6,889,323
PK213520 - Maintain Thames Valley Parkway (2020-2023)					
Engineering	334,794	334,794	127,972	41,596	165,226
Construction	937,206	937,206	515,948	194,625	226,633
City Related Expenses	3,000	3,000	0	0	3,000
PK213520 Total	1,275,000	1,275,000	643,920	236,221	394,859
PK102320 - Maintain District Parks (2020-2023)					
Engineering	52,763	52,763	2,763	0	50,000
Construction	2,564,338	2,564,338	389,936	342,995	1,831,407
City Related Expenses	2,899	2,899	2,899	0	0
PK102320 Total	2,620,000	2,620,000	395,598	342,995	1,881,407
TS406721 - Traffic Signals - Mtce					
Engineering	500,000	500,000	16,902	15,495	467,603
Construction	3,004,784	3,004,784	96,706	202,267	2,705,811
Traffic Signals	760,947	760,947	718,026	0	42,921
TS406721 Total	4,265,731	4,265,731	831,634	217,762	3,216,335
TS512321 - Street Light Maintenance					
Engineering	300,000	300,000	69,166	10,331	220,503
Construction	2,677,367	2,677,367	0	134,846	2,542,521
TS512321 Total	2,977,367	2,977,367	69,166	145,177	2,763,024
Total Expenditures	\$45,203,809	\$45,249,013	\$4,793,986	\$24,942,850	\$15,512,177

Appendix "A"

#22011
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: T21-109 Victoria Bridge Replacement
(Subledger BR220001)
Capital Project TS1202 - Victoria Bridge Replacement
Capital Project TS1745 - Victoria Bridge Bike Lanes
Capital Project TS176321 - Bridges Major Upgrades
Capital Project TS144621 - Road Networks Improvements (Main)
Capital Project PK213520 - Maintain Thames Valley Parkway (2020-2023)
Capital Project PK102320 - Maintain District Parks (2020-2023)
Capital Project TS406721 - Traffic Signals - Mtce
Capital Project TS512321 - Street Light Maintenance
McLean Taylor Construction Limited - 22,771,238.28 (excluding H.S.T.)
AECOM Canada Limited - 1,740,991.00 (excluding H.S.T.)

Sources of Financing	Approved Budget	Revised Budget	Committed To This Date	This Submission	Balance for Future Work
TS1202 - Victoria Bridge Replacement					
Capital Levy	2,817,000	2,817,000	684,353	2,132,647	0
Canada Community-Building Fund	8,023,000	8,023,000	0	8,023,000	0
Other Contributions (London Hydro)	0	45,204	0	45,204	0
TS1202 Total	10,840,000	10,885,204	684,353	10,200,851	0
TS1745 - Victoria Bridge Bike Lanes					
Debenture Quota (Note 2)	1,650,000	1,650,000	0	1,650,000	0
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,650,000	1,650,000	0	1,650,000	0
TS1745 Total	3,300,000	3,300,000	0	3,300,000	0
TS176321 - Bridges Major Upgrades					
Capital Levy	121,063	121,063	121,063	0	0
Drawdown from Capital Infrastructure Gap R.F.	2,153,668	2,153,668	0	1,786,439	367,229
Canada Community-Building Fund	3,000,000	3,000,000	333,569	2,666,431	0
TS176321 Total	5,274,731	5,274,731	454,632	4,452,870	367,229
TS144621 - Road Networks Improvements (Main)					
Capital Levy	3,194,196	3,194,196	1,714,683	1,479,513	0
Debenture By-law No. W.-5673-150	939,460	939,460	0	0	939,460
Drawdown from Capital Infrastructure Gap R.F.	1,510,874	1,510,874	0	0	1,510,874
Canada Community-Building Fund	9,006,450	9,006,450	0	4,567,461	4,438,989
TS144621 Total	14,650,980	14,650,980	1,714,683	6,046,974	6,889,323
PK213520 - Maintain Thames Valley Parkway (2020-2023)					
Canada Community-Building Fund	1,275,000	1,275,000	643,920	236,221	394,859
PK102320 - Maintain District Parks (2020-2023)					
Capital Levy	2,620,000	2,620,000	395,598	342,995	1,881,407
TS406721 - Traffic Signals - Mtce					
Capital Levy	3,801,989	3,801,989	831,634	217,762	2,752,593
Drawdown from Capital Infrastructure Gap R.F.	463,742	463,742	0	0	463,742
TS406721 Total	4,265,731	4,265,731	831,634	217,762	3,216,335
TS512321 - Street Light Maintenance					
Capital Levy	2,719,971	2,719,971	69,166	145,177	2,505,628
Drawdown from Capital Infrastructure Gap R.F.	257,396	257,396	0	0	257,396
TS512321 Total	2,977,367	2,977,367	69,166	145,177	2,763,024
Total Financing	\$45,203,809	\$45,249,013	\$4,793,986	\$24,942,850	\$15,512,177

Appendix "A"

#22011
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: T21-109 Victoria Bridge Replacement
(Subledger BR220001)
Capital Project TS1202 - Victoria Bridge Replacement
Capital Project TS1745 - Victoria Bridge Bike Lanes
Capital Project TS176321 - Bridges Major Upgrades
Capital Project TS144621 - Road Networks Improvements (Main)
Capital Project PK213520 - Maintain Thames Valley Parkway (2020-2023)
Capital Project PK102320 - Maintain District Parks (2020-2023)
Capital Project TS406721 - Traffic Signals - Mtce
Capital Project TS512321 - Street Light Maintenance
McLean Taylor Construction Limited - 22,771,238.28 (excluding H.S.T.)
AECOM Canada Limited - 1,740,991.00 (excluding H.S.T.)

Financial Note - Engineering	TS144621	PK213520F	TS406721	TS512321	Engineering Total
Contract Price	\$1,674,736	\$40,876	\$15,227	\$10,152	\$1,740,991
Add: HST @13%	217,716	5,314	1,980	1,320	226,330
Total Contract Price Including Taxes	1,892,452	46,190	17,207	11,472	1,967,321
Less: HST Rebate	-188,240	-4,594	-1,712	-1,141	-195,687
Net Contract Price□	\$1,704,212	\$41,596	\$15,495	\$10,331	\$1,771,634

Financial Note - Construction	TS1202	TS1745	TS176321	TS144621	PK213520F
Contract Price	\$9,979,999	\$3,242,925	\$4,375,855	\$4,267,651	\$191,259
Add: HST @13%	1,297,400	421,580	568,861	554,795	24,864
Total Contract Price Including Taxes	11,277,399	3,664,505	4,944,716	4,822,446	216,123
Less: HST Rebate	-1,121,752	-364,505	-491,846	-479,684	-21,498
Net Contract Price□	\$10,155,647	\$3,300,000	\$4,452,870	\$4,342,762	\$194,625

Financial Note - Construction Continued	PK102320H	TS406721	TS512321	London Hydro	Construction Total
Contract Price	\$337,063	\$198,769	\$132,513	\$45,204	\$22,771,238
Add: HST @13%	43,818	25,840	17,227	5,877	2,960,262
Total Contract Price Including Taxes	380,881	224,609	149,740	51,081	25,731,500
Less: HST Rebate	-37,886	-22,342	-14,894	-5,877	-2,560,284
Net Contract Price□	\$342,995	\$202,267	\$134,846	\$45,204	\$23,171,216

Engineering and Construction Total **\$24,942,850**

Note 1: Development Charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Note 2: Note to City Clerk: Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project TS1745 - Victoria Bridge Bike Lanes for the net amount to be debentured of \$1,650,000.

Note 3: There will be additional operating costs of \$1,000 to Sewer Operations and \$1,000 to Transportation Operations.

Jason Davies
Manager of Financial Planning & Policy

lp

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Contract Award: Tender No. 21-117
East London Link and Municipal Infrastructure Improvements
Phase 1

Date: February 1, 2022

Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the award of contracts for the East London Link and Municipal Infrastructure Improvements Phase 1 project:

- (a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of \$20,887,870.36 excluding HST, for the East London Link and Municipal Infrastructure Improvements Phase 1 project, **BE ACCEPTED**; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of 5 bids received and meets the City's specifications and requirements in all areas;
- (b) AECOM Canada Ltd. **BE AUTHORIZED** to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,565,255.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix A;
- (d) the Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this project;
- (e) the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 21-117); and
- (f) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

Executive Summary

This report recommends award of a tender to a contractor and continuation of consulting services for construction inspection and contract administration for the East London Link and Municipal Infrastructure Improvements Phase 1 project, which will reconstruct King Street from Wellington Street to Lyle Street. Figure 1 below depicts the approximate limits of the works.



Figure 1: Approximate Limits of East London Link Phase 1 Project

Context

On March 20, 2019, a public participation meeting was held to provide background information to aid Council in selecting projects to submit an application for Provincial and Federal funding through the Public Transit Infrastructure Stream (PTIS) program. On March 26, 2019, Council approved the submission of funding applications for ten transit and transit supportive projects. All ten projects were approved under the PTIS program, including the East London Link.

On June 25, 2019, the Province pledged \$103.2 million through the PTIS program to the City of London for the ten projects. On August 23, 2019, the Federal government announced \$123.8 million for the same projects under the PTIS program. On October 10, 2019, the City of London received a letter from the Ontario Ministry of Transportation confirming financial commitment for the ten projects under the PTIS program.

The East London Link will look to convert an existing eastbound one-way corridor to two-way through implementation of eastbound and westbound transit and repurposing and/or widening the corridor to provide the necessary general traffic facilities eastbound only.

In addition to being a planned rapid transit corridor, the East London Link contains aging municipal infrastructure. There is a need to separate sanitary and storm sewers in select areas, and update water and private utility services to support infrastructure renewal, population growth, re-development and revitalization along rapid transit corridors. These significant and challenging municipal infrastructure lifecycle replacements will be coordinated as part of this overall assignment that covers approximately seven (7) kilometers of roadway connecting to the Downtown Loop and through eastern London connecting to a proposed transit hub located internally at Fanshawe College.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of “Building a Sustainable City” by implementing and enhancing safe and convenient mobility choices for transit riders, automobile users, pedestrians, and cyclists. This report also supports the Strategic Plan through the strategic focus area of “Growing Our Economy” by supporting revitalization of London’s downtown and urban areas.

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Civic Works Committee – July 21, 2014 – Rapid Transit Corridors Environmental Assessment Study Appointment of Consulting Engineer;
- Strategic Priorities and Policy Committee – July 24, 2017 – Rapid Transit Master Plan and Business Case;
- Strategic Priorities and Policy Committee – April 23, 2018 – Bus Rapid Transit Environmental Assessment Initiative;
- Civic Works Committee – March 14, 2018 – The History of Rapid Transit;
- Strategic Priorities and Policy Committee – March 25, 2018 – Investing in Canada Infrastructure Program - Public Transit Stream Transportation Projects for Submission;
- Strategic Priorities and Policy Committee – March 25, 2019 – Investing in Canada Infrastructure Program, Public Transit Stream, Transportation Projects for Submission;
- Strategic Priorities and Policy Committee – October 28, 2019 – Investing in Canada Infrastructure Program, Public Transit Infrastructure Stream, Approved Projects;
- Civic Works Committee – March 14, 2019 – London’s Rapid Transit Initiative;
- Civic Works Committee – January 7, 2020 – Downtown Loop and Municipal Infrastructure Improvements Appointment of Consulting Engineer;
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer;
- Civic Works Committee – August 11, 2020 – Wellington Gateway Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer;
- Civic Works Committee – February 9, 2021 – Downtown Loop and Municipal Infrastructure Improvements Phase 1; and
- Civic Works Committee – November 23, 2021 – Downtown Loop and Municipal Infrastructure Improvements Phase 2.

2.0 Discussion and Considerations

2.1 Existing Conditions

The East London Link corridor is a mixed-use corridor, with existing land uses including historic businesses, residential neighbourhoods, and heavy industrial uses. The corridor is anchored by Downtown London at the western end, the Western Fairgrounds between Adelaide Street North and Highbury Avenue North, and Fanshawe College at the eastern end. Through Old East Village, King Street is closely integrated with land uses along Dundas Street given the close proximity of these streets. Local bus routes are currently focused on Dundas Street east of Wellington Street.

Constructing the East London Link will repurpose and/or widen existing traffic lanes to introduce rapid transit operations along King Street, Ontario Street, Dundas Street, Highbury Avenue and Oxford Street. While rebuilding the roads, the project will address necessary underground work, including replacing aging sewers and watermains in addition to revitalizing approximately seven (7) kilometers of roadway in downtown and east London. The municipal underground works within this project have been identified as high priority due to the age, condition, and associated risk of failure of the infrastructure.

Phase 1 of the Downtown Loop reconstructed King Street from Ridout Street North to Wellington Street, and was constructed in 2021, implementing the first phase of the

Downtown Loop project and rapid transit infrastructure. Downtown Loop Phase 1 reopened to traffic in December of 2021 with minor carryover works required in the spring of 2022.

Phase 2 of the Downtown Loop has been awarded by Council and is anticipated to start construction in the spring of 2022 which will reconstruct Ridout Street North from King Street to Fullarton Street, and Queens Avenue from Ridout Street North to Wellington Street.

2.2 Project Description

This is a large and complex project that involves significant reconstruction of King Street from Wellington Street to Lyle Street. The reconstruction will include the following improvements:

- Full road reconstruction to incorporate rapid transit dedicated lanes, including new asphalt, boulevard enhancements, curb and gutter and sidewalks. Along King Street, a contraflow bus lane will be added that will introduce westbound bus traffic adjacent to the existing easterly one-way traffic operations;
- Curbside bus-only lanes with priority signals to improve traffic and safety;
- The addition of new rapid transit stops on King Street at Colborne Street, Burwell Street, and Adelaide Street North;
- New street lights and traffic signal upgrades;
- Repair and replacement of aging watermain, storm and sanitary sewers including private drain connections; and
- Hydro and other private utility improvements.

2.3 Domestic Action Plan

One of the municipal actions identified in the City of London’s Domestic Action Plan (DAP) for Phosphorus Reduction is combined sewer replacement. The DAP states, “The City of London will accelerate plans to separate combined sewers, including the design and construction of necessary stormwater outlets, with the target of separating 80 per cent (17 kilometres) of its combined sewer system by 2025.”

This target for combined sewer replacement is contingent on federal and provincial funding. The following table provides the length of combined sewer replacement achieved for this project in relation to the DAP targets.

2016 – 2025 Combined Sewer DAP Target (km)	Prior DAP Combined Sewer Removed/Separated (km)	This project – Combined Sewer Removed/Separated (km)	Remaining Combined Sewer (km) to achieve target
17 km	7.6 km	0.5 km	8.9 km

This project achieves the removal of approximately 500m of combined sewer, as the City continues to work towards achieving its DAP targets.

2.4 Construction Considerations

Mitigation of construction impacts is a priority for this project, and to minimize the impacts on local businesses, residents and the public, it is proposed to undertake the work in the following stages:

- Stage 1 – King Street – Wellington Street to Colborne Street.
- Stage 2 – King Street – Colborne Street to Maitland Street.
- Stage 3 – King Street – Maitland Street to William Street.
- Stage 4 – King Street – William Street to Lyle Street.

The construction will be further subdivided into substages in order to manage traffic and property access during construction. Due to the large volume of work to be completed in a single construction season, multiple stages/substages may have to be constructed at the same time.

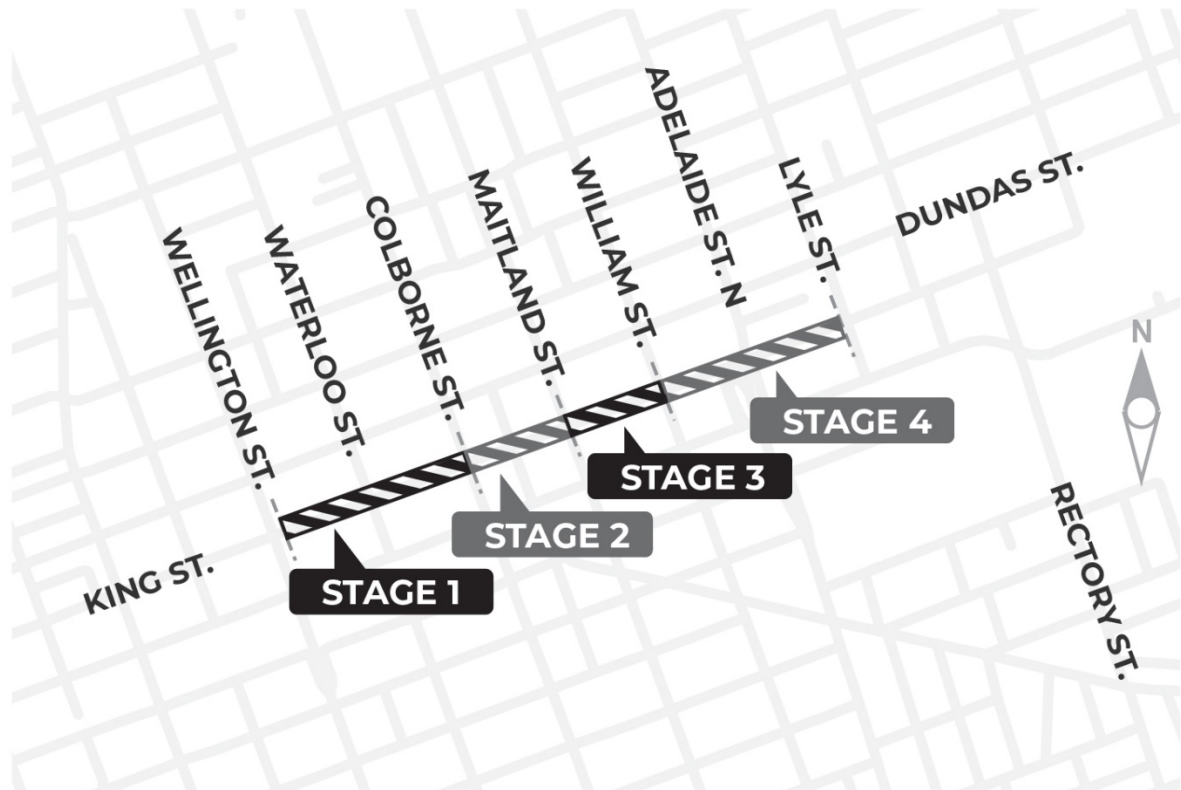


Figure 2: East London Link Phase 1 Construction Staging

Temporary road closures will be required for each stage of work, however, local access to all properties will be maintained at all times. Temporary access roads and use of alternative accesses to properties may be required and will be coordinated directly with property owners. Pedestrian access through the project area will be maintained at all times.

York Street will serve as the primary detour route during construction, and temporary detour signage will be installed to assist motorists navigating the area. LTC operates one route (#7) on King Street between Wellington Street and Waterloo Street, and the impacted portion of this transit route will be detoured to York Street.

Work in the vicinity of schools (H.B. Beal Secondary and St Mary Choir Catholic Elementary) is planned to be completed in the summer months to minimize impacts to school operations.

The City of London will be closely coordinating this project and its traffic impacts with other construction projects planned for 2022 and 2023, including the Downtown Loop Phase 2 project and Adelaide Grade Separation project.

2.5 Public Engagement and Consultation

A Public Information Centre (PIC) was held on November 4, 2021. This engagement period was an opportunity for property owners, businesses and residents within and immediately bordering the project area to bring forward questions and concerns. It was also a chance for the general public to learn more about the project.

The project team also consulted directly with individual property owners and businesses throughout 2021, including the Double Tree by Hilton, RBC London Place, St. Mary's Choir School, RCCG-Grace Assembly, both Donohue and Logan Funeral Homes, Salvation Army, H.B. Beal School, among many others. The proposed staging of

construction was communicated as best possible to property owners and businesses to identify alternate business vehicle access and traffic impacts.

The City will continue to issue timely communications and traffic detour coordination to minimize potential impact to residents and businesses during construction. Some key ways to support this include:

- Devoting dedicated business relations resources to the project, to act as a liaison between the City and individual businesses;
- Maintaining access to buildings and driveways throughout construction or providing alternative arrangements wherever needed; and
- Ensuring Londoners know the area is open for business during construction through targeted, strategic marketing.

3.0 Financial Impact/Considerations

3.1 Tender Summary

Tenders for the East London Link and Infrastructure Improvements Phase 1 project were opened on January 14, 2022. Five contractors submitted tender prices as listed below, excluding HST.

Contractor	Company Name	Tender Price Submitted
1	Bre-Ex Construction Inc.	\$20,887,870.36
2	L82 Construction Ltd.	\$20,982,740.69
3	CH Excavating (2013)	\$22,252,857.17
4	J-AAR Excavating Limited	\$22,497,842.42
5	Amico Infrastructures Inc.	\$34,602,950.00

All tenders have been checked by the Construction & Infrastructure Services Department and AECOM Canada Ltd. No mathematical errors were found, and the results of the tendering process indicate a competitive process. The tender was advertised early and for an extended period of time to account for the larger scope of work, with an advanced tender posting notice completed. The tender estimate just prior to tender opening was \$22,050,911.70 excluding HST. This tender estimate also includes values for coordinated City and external utility works; see Source of Financing Appendix A for cost sharing details. All tenders include a contingency allowance of \$2,000,000.

3.2 Consulting Services

Dillon Consulting Limited/AECOM were awarded the detailed design of the East London Link and Infrastructure Improvements project by Council on August 25, 2020, as a partnership. The East London Link in terms of Consultant lead was broken up into four design phases as follows including who was to lead that respective section:

1. Phase 1 – King Street from Wellington Street to Lyle Street – AECOM.
2. Phase 2 – King Street from Lyle Street to Ontario Street, Ontario Street from King Street to Dundas Street, and Dundas Street from Ontario Street to Egerton Street – AGM (sub-consultant under Dillon Consulting Limited).
3. Phase 3 – Dundas Street from Egerton to Highbury Avenue North, Highbury Avenue North from Dundas Street to Oxford Street East – Dillon.
4. Phase 4 – Oxford Street East from Highbury Avenue North to Second Street, including an internal transit hub at Fanshawe College – AECOM.

Due to the Consultant’s knowledge and positive performance on the detailed design, a proposal for contract administration was requested and the scope of fees were negotiated.

Staff have reviewed the fee submission for construction administration of this project, including the time allocated to each project task, along with hourly rates provided by each of the Consultant’s staff members. That review of assigned personnel, time per project task, and hourly rates was consistent with other rapid transit and infrastructure renewal program assignments of similar scope, noting that this assignment is relatively greater in length and incorporates unique transit infrastructure elements including four (4) transit station platforms and related electrical and Information Technology Systems (ITS) support. It is also anticipated that greater consultant effort will be required to progress construction due to a number of site-specific issues, including property/parking access, multiple simultaneous construction work areas, extended working hours, etc. Fees also include a provision to support proper management of on-site and excess soils as required under the new Ontario Regulation 406/19.

The continued use of AECOM Canada Ltd. on this project for resident inspection and contract administration is of financial advantage to the City because the firm has specific knowledge of the project and has undertaken work for which duplication would be required if another firm were to be selected.

The overarching East London Link consulting assignment agreement is between Dillon Consulting Limited and the City, with AECOM Canada Ltd. acting as a sub-consultant under Dillon Consulting Limited. As AECOM Canada Ltd. is a pre-approved firm and the consulting firm that “satisfactorily partially completed a project”, award of this work directly to AECOM Canada Ltd. is consistent with the requirements under Section 15 of the Procurements of Goods and Services Policy.

In accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy, civic administration is recommending that AECOM Canada Ltd. be authorized to carry out the remainder of engineering services, as construction administrators, and complete this project for a fee estimate of \$1,565,255.00, excluding HST. These fees are associated with the construction contract administration and resident inspection services to ensure that the City receives the product specified and associated value. The approval of this work will bring the total engineering services to date for the entire East London Link project to \$7,679,108.00 excluding HST, as of August 2020.

3.3 Operating Budget Impacts

This phase of the project will revitalize King Street within the proposed right-of-way resulting in marginal annual operating budget impacts to transportation, and sewer operations. No water or parks operational cost increases are expected. The following table summarizes anticipated additional increases from East London Link Phase 1:

SERVICE AREA	RATIONALE	ANNUAL OPERATIONAL COST INCREASE
Sewer Operations	Cleaning and flushing of additional sewers, manholes, and catchbasins.	\$750
Transportation Operations	Additional lane km summer and winter maintenance	\$18,424

The new bus shelters for the East London Link will follow a separate procurement process which is anticipated for 2022, providing more detailed information on the operational budget impact of the shelters.

Conclusion

Civic Administration has reviewed the tender bids and recommends Bre-Ex Construction Inc. be awarded the construction contract for East London Link and Municipal Infrastructure Improvements Phase 1 project at the submitted tender price of \$20,887,870.36.

AECOM Canada Ltd. has demonstrated an understanding of the City's requirements for this project, and it is recommended that this firm continue as the consulting engineer for the purpose of contract administration and resident supervision services, as it is in the best financial and technical interests of the City. The contract administration assignment is valued at an upset amount of \$1,565,255.00, excluding HST.

Prepared by: Ted Koza, P.Eng., Division Manager, Major Projects

Submitted by: Jennie Dann, P.Eng., Director, Construction & Infrastructure Services

Recommended by: Kelly Scherr, P.Eng., MBA, FEC Deputy City Manager, Environment & Infrastructure

Appendix A – Sources of Financing report

Appendix "A"

#22009
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: Contract Award: Tender No. 21-117
East London Link and Municipal Infrastructure Improvements Phase 1
(Subledger RD200011)
Capital Project ES302519 - Wastewater Servicing Built Area Works (2019-2023)
Capital Project ES543619 - Stormwater Servicing Built Area Works (2019-2023)
Capital Project ES241421 - Infrastructure Renewal Program - Sanitary Sewer
Capital Project ES254022 - Infrastructure Renewal Program - Stormwater Sewers and Treatment
Capital Project EW376521 - Infrastructure Renewal Program - Watermains
Capital Project RT1430-3A - East London Link - Construction Rapid Transit
Capital Project RT1430-3D - East London Link - Stops Rapid Transit
Capital Project RT1430-3C - East London Link - TIMMS Rapid Transit
Bre-Ex Construction Inc. - \$20,887,870.36 (excluding HST)
AECOM Canada Ltd. - \$1,565,255.00 (excluding HST)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of Deputy City Manager, Environment and Infrastructure, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Revised Budget	Committed To Date	This Submission	Balance for Future Work
ES302519 - Wastewater Servicing Built Area Works (2019-2023)					
Engineering	719,319	719,319	560,351	51,926	107,042
Construction	8,837,429	8,837,429	6,163,620	692,214	1,981,595
ES302519 Total	9,556,748	9,556,748	6,723,971	744,140	2,088,637
ES543619 - Stormwater Servicing Built Area Works (2019-2023)					
Engineering	800,000	800,000	385,153	113,886	300,961
Construction	20,161,337	20,161,337	4,058,153	1,520,624	14,582,560
ES543619 Total	20,961,337	20,961,337	4,443,306	1,634,510	14,883,521
ES241421 - Infrastructure Renewal Program - Sanitary Sewer					
Engineering	2,000,000	2,000,000	1,345,201	87,127	567,672
Construction	11,615,864	11,615,864	10,391,718	1,161,801	62,345
Construction (Utilities Share)	116,098	116,098	116,098	0	0
City Related Expenses	25,000	25,000	1,627	0	23,373
ES241421 Total	13,756,962	13,756,962	11,854,644	1,248,928	653,390
ES254022 - Infrastructure Renewal Program - Stormwater Sewers and Treatment					
Engineering	2,000,000	2,000,000	0	144,626	1,855,374
Construction	10,334,529	10,334,529	0	1,930,095	8,404,434
City Related Expenses	100,000	100,000	0	0	100,000
ES254022 Total	12,434,529	12,434,529	0	2,074,721	10,359,808
EW376521 - Infrastructure Renewal Program - Watermains					
Engineering	2,144,983	2,144,983	1,469,874	142,237	532,872
Construction	13,803,299	13,803,299	11,904,460	1,898,839	0
City Related Expenses	245,679	245,679	245,679	0	0
EW376521 Total	16,193,961	16,193,961	13,620,013	2,041,076	532,872
RT1430-3A - East London Link - Construction Rapid Transit					
Engineering	6,864,729	6,864,729	3,366,615	773,784	2,724,330
Engineering (Utilities Share)(note 3 and 4)	0	170,926	0	170,926	0
Construction	44,102,000	44,102,000	0	10,326,224	33,775,776
Construction (Utilities Share)(note 3 and 4)	0	2,281,292	0	2,281,292	0
Utilities	18,704,000	18,704,000	203,520	832,542	17,667,938
City Related Expenses	2,415,000	2,415,000	0	0	2,415,000
RT1430-3A Total	72,085,729	74,537,947	3,570,135	14,384,768	56,583,044
RT1430-3D - East London Link - Stops Rapid Transit					
Engineering	200,000	200,000	0	26,758	173,242
Construction	8,721,000	8,721,000	0	356,435	8,364,565
RT1430-3D Total	8,921,000	8,921,000	0	383,193	8,537,807
RT1430-3C - East London Link - TIMMS Rapid Transit					
Engineering	100,000	100,000	0	19,592	80,408
Construction	3,650,000	3,650,000	0	260,597	3,389,403
RT1430-3C Total	3,750,000	3,750,000	0	280,189	3,469,811
Total Expenditures	\$157,660,266	\$160,112,484	\$40,212,069	\$22,791,525	\$97,108,890

Appendix "A"

#22009
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: Contract Award: Tender No. 21-117
East London Link and Municipal Infrastructure Improvements Phase 1
(Subledger RD200011)

Sources of Financing	Approved Budget	Revised Budget	Committed To Date	This Submission	Balance for Future Work
ES302519 - Wastewater Servicing Built Area Works (2019-2023)					
Drawdown from Sewage Works Renewal Reserve Fund	5,963,412	5,963,412	3,250,805	669,726	2,042,881
Drawdown from City Services - Wastewater Reserve Fund (Development Charges) (note 2)	3,593,336	3,593,336	3,473,166	74,414	45,756
ES302519 Total	9,556,748	9,556,748	6,723,971	744,140	2,088,637
ES543619 - Stormwater Servicing Built Area Works (2019-2023)					
Drawdown from Sewage Works Renewal Reserve Fund	9,327,795	9,327,795	3,047,946	1,471,059	4,808,790
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (note 2)	11,633,542	11,633,542	1,395,360	163,451	10,074,731
ES543621 Total	20,961,337	20,961,337	4,443,306	1,634,510	14,883,521
ES241421 - Infrastructure Renewal Program - Sanitary Sewer					
Capital Sewer Rates	9,140,864	9,140,864	9,140,864	0	0
Drawdown from Sewage Works Renewal Reserve Fund	2,250,000	2,250,000	347,682	1,248,928	653,390
Canada Community-Building Fund	2,250,000	2,250,000	2,250,000	0	0
Other Contributions	116,098	116,098	116,098	0	0
ES241421 Total	13,756,962	13,756,962	11,854,644	1,248,928	653,390
ES254022 - Infrastructure Renewal Program - Stormwater Sewers and Treatment					
Capital Sewer Rates	1,269,668	1,269,668	0	1,269,668	0
Drawdown from Sewage Works Renewal Reserve Fund	8,914,861	8,914,861	0	0	8,914,861
Canada Community-Building Fund	2,250,000	2,250,000	0	805,053	1,444,947
ES254022 Total	12,434,529	12,434,529	0	2,074,721	10,359,808
EW376521 - Infrastructure Renewal Program - Watermains					
Capital Water Rates	11,672,800	11,672,800	11,672,800	0	0
Drawdown from Water Works Renewal Reserve Fund	3,910,610	3,910,610	1,336,662	2,041,076	532,872
Canada Community-Building Fund	601,017	601,017	601,017	0	0
Other Contributions	9,534	9,534	9,534	0	0
EW376521 Total	16,193,961	16,193,961	13,620,013	2,041,076	532,872
RT1430-3A - East London Link - Construction Rapid Transit					
Capital Levy	1,255,242	1,255,242	62,167	207,784	985,291
Public Transit Infrastructure Stream (PTIS) - Federal Funding	28,834,292	28,834,292	1,428,054	4,773,020	22,633,218
Public Transit Infrastructure Stream (PTIS) - Provincial Funding	24,026,173	24,026,173	1,189,926	3,977,119	18,859,128
Drawdown from City Services - Roads Reserve Fund (Development Charges) (note 2)	8,970,022	8,970,022	889,988	2,974,627	5,105,407
Debtenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges)) (note 1 and 2)	9,000,000	9,000,000	0	0	9,000,000
Other Contributions (note 3 and 4)	0	2,452,218	0	2,452,218	0
RT1430-7A Total	72,085,729	74,537,947	3,570,135	14,384,768	56,583,044
RT1430-3D - East London Link - Stops Rapid Transit					
Capital Levy	1,356,162	1,356,162	0	58,253	1,297,909
Public Transit Infrastructure Stream (PTIS) - Federal Funding	3,568,400	3,568,400	0	153,277	3,415,123
Public Transit Infrastructure Stream (PTIS) - Provincial Funding	2,973,369	2,973,369	0	127,718	2,845,651
Drawdown from City Services - Transit Reserve Fund (Development Charges) (note 2)	1,023,069	1,023,069	0	43,945	979,124
RT1430-7D Total	8,921,000	8,921,000	0	383,193	8,537,807
RT1430-3C - East London Link - TIMMS Rapid Transit					
Capital Levy	65,008	65,008	0	4,857	60,151
Public Transit Infrastructure Stream (PTIS) - Federal Funding	1,500,000	1,500,000	0	112,076	1,387,924
Public Transit Infrastructure Stream (PTIS) - Provincial Funding	1,249,875	1,249,875	0	93,387	1,156,488
Drawdown from City Services - Roads Reserve Fund (Development Charges) (note 2)	935,117	935,117	0	69,869	865,248
RT1430-7C Total	3,750,000	3,750,000	0	280,189	3,469,811
Total Financing	\$157,660,266	\$160,112,484	\$40,212,069	\$22,791,525	\$97,108,890

Appendix "A"

#22009
February 1, 2022
(Award Contract)

Chair and Members
Civic Works Committee

RE: Contract Award: Tender No. 21-117
East London Link and Municipal Infrastructure Improvements Phase 1
(Subledger RD200011)

Financial Note (Engineering)	ES302519G	ES543619D	ES241421	ES254022	EW376521
Contract Price	\$51,027	\$111,916	\$85,620	\$142,125	\$139,777
Add: HST @13%	6,634	14,549	11,131	18,476	18,171
Total Contract Price Including Taxes	57,661	126,465	96,751	160,601	157,948
Less: HST Rebate	-5,735	-12,579	-9,624	-15,975	-15,711
Net Contract Price	<u>\$51,926</u>	<u>\$113,886</u>	<u>\$87,127</u>	<u>\$144,626</u>	<u>\$142,237</u>

	RT1430-3A	RT1430-3A Utilities	London Hydro	Bell Canada	Rogers
Contract Price	\$760,401	\$57,914	\$53,532	\$1,565	\$30,992
Add: HST @13%	98,852	7,529	6,959	203	4,029
Total Contract Price Including Taxes	859,253	65,443	60,491	1,768	35,021
Less: HST Rebate	-85,469	-6,510	-6,959	-203	-4,029
Net Contract Price	<u>\$773,784</u>	<u>\$58,933</u>	<u>\$53,532</u>	<u>\$1,565</u>	<u>\$30,992</u>

	Telus	Enwave	RT1430-3D	RT1430-3C	Total Engineering
Contract Price	\$470	\$84,367	\$26,296	\$19,253	\$1,565,255
Add: HST @13%	61	10,968	3,418	2,503	203,483
Total Contract Price Including Taxes	531	95,335	29,714	21,756	1,768,738
Less: HST Rebate	-61	-10,968	-2,956	-2,164	-178,943
Net Contract Price	<u>\$470</u>	<u>\$84,367</u>	<u>\$26,758</u>	<u>\$19,592</u>	<u>\$1,589,795</u>

Financial Note (Construction):	ES302519G	ES543619D	ES241421	ES254022	EW376521
Contract Price	\$680,242	\$1,494,324	\$1,141,707	\$1,896,713	\$1,865,997
Add: HST @13%	88,431	194,262	148,422	246,573	242,580
Total Contract Price Including Taxes	768,673	1,688,586	1,290,129	2,143,286	2,108,577
Less: HST Rebate	-76,459	-167,962	-128,328	-213,191	-209,738
Net Contract Price	<u>\$692,214</u>	<u>\$1,520,624</u>	<u>\$1,161,801</u>	<u>\$1,930,095</u>	<u>\$1,898,839</u>

	RT1430-3A	RT1430-3A Utilities	London Hydro	Bell Canada	Rogers
Contract Price	\$10,147,626	\$773,609	\$714,752	\$21,561	\$413,741
Add: HST @13%	1,319,191	100,569	92,918	2,803	53,786
Total Contract Price Including Taxes	11,466,817	874,178	807,670	24,364	467,527
Less: HST Rebate	-1,140,593	-100,569	-92,918	-2,803	-53,786
Net Contract Price	<u>\$10,326,224</u>	<u>\$773,609</u>	<u>\$714,752</u>	<u>\$21,561</u>	<u>\$413,741</u>

	Telus	Enwave	RT1430-3D	RT1430-3C	Total Construction
Contract Price	\$6,104	\$1,125,134	\$350,270	\$256,090	\$20,887,870
Add: HST @13%	794	146,267	45,535	33,292	2,715,423
Total Contract Price Including Taxes	6,898	1,271,401	395,805	289,382	23,603,293
Less: HST Rebate	-794	-146,267	-39,370	-28,785	-2,401,563
Net Contract Price	<u>\$6,104</u>	<u>\$1,125,134</u>	<u>\$356,435</u>	<u>\$260,597</u>	<u>\$21,201,730</u>

	Other Works (including utilities)		
Financial Note Total Award:	Rapid Transit Total	Total	Total
Contract Price	\$11,559,936	\$10,893,189	\$22,453,125
Add: HST @13%	345,499	2,573,407	2,918,906
Total Contract Price Including Taxes	11,905,435	13,466,596	25,372,031
Less: HST Rebate	-298,724	-2,281,782	-2,580,506
Net Contract Price	<u>\$11,606,711</u>	<u>\$11,184,814</u>	<u>\$22,791,525</u>

Note 1: Note to City Clerk: Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project RT1430-3A - East London Link - Construction Rapid Transit for the net amount to be debentured of \$9,000,000.00.

Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Note 3: London Hydro, Telus, and Bell Canada have confirmed their contributions towards this project. The expenditures have increased to accommodate their contributions.

Note 4: Negotiations with Enwave and Rogers confirming their contributions towards this project are ongoing. The cost allocations among the projects will be adjusted accordingly when negotiations are complete. The expenditures have increased to accommodate their anticipated contributions.

Note 4: There will be annual operating costs of \$750 to Sewer Operations and \$18,424 to Transportation Operations.

Jason Davies
Manager of Financial Planning & Policy

lp

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P.Eng., MBA, FEC
Deputy City Manager, Environment & Infrastructure

Subject: Exclusion of H.I.R.A. Limited from the City of London's
Bidding and Tender Processes

Date: February 1, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions **BE TAKEN** with respect to outstanding legal action against the City of London:

- a) H.I.R.A. Limited **BE EXCLUDED** from any City of London bidding opportunities until such time as they are no longer in litigation against the City of London in accordance with Section 19.6 of the Procurement of Goods and Services Policy; and,
- b) the balance of this report **BE RECEIVED** for information.

Executive Summary

Purpose

The purpose of this report is to update City Council with respect to the status of the Vauxhall Wastewater Treatment Plant Flood Protection project and to request approval to exclude the general contractor in that project, H.I.R.A. Limited, from current and future bidding opportunities as a result of legal action that H.I.R.A. Limited is engaged in against the City.

Context

The Vauxhall Wastewater Treatment Plant Flood Protection project encountered difficulties and delays that City staff attempted to work through with H.I.R.A. Limited, with periodic updates and direction from City Council. The project is now complete, but no consensus was reached in terms of resolving additional costs claimed by H.I.R.A. Limited. In response, H.I.R.A. Limited initiated legal action against the City.

Linkage to the Corporate Strategic Plan

This recommendation supports the 2019 – 2023 Strategic Plan through the strategic focus area of Leading in Public Service: The City of London is a leader in public service as a steward of public funds.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Civic Works Committee, April 16, 2019, Item 2.7 – Vauxhall WWTP Flood Protection Additional Dewatering Costs

Civic Works Committee, July 17, 2018, Item 2.6 – Clean Water and Wastewater Fund Project Budget Amendments

Civic Works Committee, October 24, 2017, Item 18 – Vauxhall Wastewater Treatment Plant Flood Protection Construction Tender Award

2.0 Discussion and Considerations

The Vauxhall Wastewater Treatment Plant was selected for upgrades related to protection from flooding because of its location at a low elevation near the south branch of the Thames River. The contract to construct the flood protection measures, including a protective berm and an effluent pumping station, cost more to construct and took much longer to complete than was anticipated at the time of tender. The City also incurred additional consulting fees.

City staff have attempted to reach resolution on an acceptable value of additional compensation for the services provided by the general contractor, H.I.R.A. Limited, but have been unable to reach an acceptable resolution. In the absence of a resolution to the dispute, H.I.R.A. Limited initiated legal proceedings against the City, seeking damages. That legal action continues today.

The City of London's Procurement of Goods and Services policy considers the potential for difficulty in maintaining effective contractual relationships and the potential for incurring additional burden and cost on the Corporation while litigation is ongoing. As a result, the Policy includes specific language that allows the City to reject bids from bidders engaged in a legal action against the Corporation. The specific language of the Policy follows:

19.6 Exclusion of Bidders in Litigation and disputes or appeals of contract awards

a. The City may, in its absolute sole discretion, reject a bid submitted if the bidder, or any officer or Deputy City Manager of the bidder is or has been engaged, either directly or indirectly through another Corporation or personally, in a legal action against the City, its elected or appointed officers and employees in relation to:

i. any other contract or services; or

ii. any matter arising from the City's exercise of its powers, duties, or functions; or

iii. a dispute and/or an appeal of contract awards as per section 2.9.

b. In determining whether or not to reject a bid under this clause, the City will consider whether the litigation is likely to affect the bidder's ability to work with the City, its consultants and representatives, and whether the City's experience with the bidder indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

This discretionary power described in the Procurement Policy is also reflected in the Tender documents that govern the terms of bids currently posted by the City of London. By letter dated January 17, 2022 staff advised H.I.R.A. Limited that a public and confidential report would be taken to Committee and Council seeking a formal decision to exclude H.I.R.A. Limited from future public tenders so long as the current litigation continues. A copy of this letter is attached as Appendix "A". Any response to the City's position received from H.I.R.A. Limited in time for the meeting on February 1, 2022 will be provided to the Committee.

A separate confidential report containing legal advice will be provided to Committee from the City Solicitor's office.

Conclusion

H.I.R.A. Limited is currently engaged in a legal action against the City, and it is expected that this will create difficulties in maintaining effective contractual relationships and the potential for increased burden and cost on the Corporation. It is therefore recommended that H.I.R.A. Limited be excluded from bidding on any current or future City of London bidding opportunities for as long as their legal action against the City of London remains unresolved.

Prepared by: Kirby Oudekerk, MPA, P. Eng., Division Manager,
Wastewater Treatment Operations

Submitted by: Scott Mathers, MPA, P. Eng., Director, Water,
Wastewater and Stormwater

Recommended by: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Engineering and Infrastructure

CC: Geoff Belch
John Freeman



London
CANADA

300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

January 17, 2022

Justin Harper
President
HIRA General Contractors Ltd.
63 Gaylord Road
St. Thomas, ON
N5P 3R9

SENT ELECTRONICALLY BY EMAIL

Dear Mr. Harper:

RE: City of London RFT21-121 – Greenway WWTP UV Upgrades

It has come to the attention of the City of London (“City”) that H.I.R.A. Limited has registered as a Plan Taker for the above noted Request for Tender via the Bids and Tenders website.

We wish to draw your attention to the Standard Terms and Conditions included as part of the Request for Tender documents, particularly Item 13.0 Exclusion of Bidders in Litigation. H.I.R.A. Limited has filed a Statement of Claim against the City of London, Superior Court file No. CV19000021120000, as a result of a dispute concerning completion delays and claims for compensation by H.I.R.A. in relation to Tender 17-104. As such, it is the City’s intention to exercise this clause and exclude H.I.R.A. from current and future bidding opportunities so long as litigation continues.

Our staff have concluded that the litigation is likely to affect H.I.R.A.’s ability to work with the City, its consultants and representatives and that the City is likely to incur increased staff and legal costs in the administration of future contracts, including the above noted tender, if it is awarded to H.I.R.A Limited.

Be advised that it is not the City’s intention to enter into a Contract with H.I.R.A. for the above contract or any future construction services until such time as the above file is resolved.

The City will be seeking the direction of Council via a forthcoming public and confidential report to the Civic Works Committee at its next meeting on February 1, 2022. You will be provided with a copy of the public report and further details regarding the upcoming meeting of the Civic Works Committee and you will have the opportunity to make your own submissions at that time.

Once we have Council's instruction to City staff our staff will confirm that direction.

Please don't hesitate to contact the undersigned should you require any clarification with regards to this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott Mathers", is centered within a light gray rectangular box.

Scott Mathers
Director, Water, Wastewater and Stormwater

cc: Geoffrey P. Belch, Corporation Counsel – City of London

DEFERRED MATTERS

CIVIC WORKS COMMITTEE

as of January 24, 2022

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	Q1, 2022	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: 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, 2022	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: 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>	August 12, 2019	Q1, 2022	K. Scherr J. Stanford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
4.	<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	Q1, 2022	K. Scherr J. Stanford	
5.	<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	Q3, 2022	D. MacRae A. Salton	
6.	<p><u>Updates - 60% Waste Diversion Action Plan Including Green Bin Program</u> d) the Civic Administration BE DIRECTED to:</p> <p>i) continue to prioritize work activities and actions that also contribute to the work of the London Community Recovery Network; and,</p>	November 17, 2020	Q1, 2022	K. Scherr J. Stanford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	ii) submit a report to the Civic Works Committee by June 2021 that outlines advantages, disadvantages, and implementation scenarios for various waste reduction and reuse initiatives, including but not limited to, reducing the container limit, examining the use of clear bags for garbage, mandatory recycling by-laws, reward and incentive systems, and additional user fees.				
7.	<p><u>Green Bin Program Design - Community Engagement Feedback</u></p> <p>That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated March 30, 2021, related to the Green Bin Program Design and Community Engagement Feedback:</p> <p>e) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee on the outcome of the procurement processes and provide details on the preferred mix of materials to collect in the Green Bin and any final design adjustments based on new information; and,</p> <p>f) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by September 2021 on municipal programs options, advantages, disadvantages and estimated costs to address bi-weekly garbage concerns.</p>	March 30, 2021	Q1, 2022	K. Scherr J. Stanford	
8.	<p><u>3rd Report of the Cycling Advisory Committee</u></p> <p>b) the following actions be taken with respect to a City of London PumpTrack:</p> <p>ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received</p>	May 11, 2021	TBD	K. Scherr, S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
9.	<p><u>Blackfriars Bridge</u> That consideration of the Blackfriars Bridge remaining closed to vehicles indefinitely BE REFERRED to a future meeting of the Civic Works Committee in order for the Civic Administration to complete the required usage study as required in the Provincial EA, provide the related report to council, and allow for a more fulsome public engagement with respect to this matter.</p>	November 2, 2021	TBD	K. Scherr, D. MacRae	

Cycling Advisory Committee

Report

2nd Meeting of the Cycling Advisory Committee

January 19, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Attendance PRESENT: J. Roberts (Chair), I. Chulkova, D. Doroshenko, J. Jordan, M. Mur, and T. Wade; A. Pascual (Committee Clerk)

ABSENT: C. DeGroot, B. Hill, and E. Raftis

ALSO PRESENT: S. Akhtar, G. Dales, N. Gopalakrishnan, D. Hall, K. Killen, E. Li, L. Maitland, D. MacRae, A. Miller, O. Nethersole, and M. Pletch

The meeting was called to order at 4:03 PM; it being noted that the following Members were in remote attendance: I. Chulkova, D. Doroshenko, J. Jordan, M. Mur, J. Roberts, and T. Wade.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Proposed Downtown Wayfinding Concepts

That it BE NOTED that the presentation, as appended to the agenda, from K. Killen, Senior Planner and N. Gopalakrishnan, E. Li, S. Akhtar, Entro Consultants, with respect to the Proposed Downtown Wayfinding Concepts, was received.

2.2 Road Safety/Vision Zero Update

That it BE NOTED that the presentation, as appended to the added agenda, from G. Dales, Division Manager, Transportation Planning and Design, with respect to a Road Safety/Vision Zero Update, was received.

3. Consent

3.1 1st Report of the Cycling Advisory Committee

That it BE NOTED that the 1st Report of the Cycling Advisory Committee, from its meeting held on December 15, 2021, was received.

3.2 Public Meeting Notice - Zoning By-law Amendment - 150 King Edward Avenue

That it BE NOTED that the Public Meeting Notice dated December 23, 2021, from G. Bailey, Senior Planner, related to a Zoning By-law Amendment for the property located at 150 King Edward Avenue, was received.

3.3 Public Meeting Notice - Zoning By-law Amendment - 100 Kellogg Lane

That it BE NOTED that the Public Meeting Notice dated December 23, 2021, from B. Debbert, Senior Planner, related to a Zoning By-law Amendment for the property located at 100 Kellogg Lane, was received.

3.4 Investing in Canada Infrastructure Program: Public Transit Stream Intake 3

That it BE NOTED that the staff report dated January 11, 2022, from K. Scherr, Deputy City Manager, Environment and Infrastructure, with respect to the Investing in Canada Infrastructure Program: Public Transit Stream Intake 3, was received.

4. Items for Discussion

4.1 Improving Comfort on Existing Bike Lanes

That it BE NOTED that the memo, as appended to the added agenda, from D. Hall, Program Manager, Active Transportation, with respect to Improving Comfort on Existing Bicycle Lanes, was received.

5. (ADDED) Deferred Matters/Additional Business

5.1 (ADDED) Victoria Bridge Replacement Public Update Meeting

That it BE NOTED that the communication, as appended to the added agenda, from K. Grabowski, Transportation Design Engineer, with respect to the Victoria Bridge Replacement Public Update Meeting, was received.

6. Adjournment

The meeting adjourned at 6:21 PM.

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee
From: Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment and Infrastructure
Subject: Municipal Drain Petitions – Scotland Farms
Date: February 1, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure:

- a) the petitions for two new Municipal Drains to be located at 2657 Scotland Drive (Lot 14 and 15) to benefit the drainage of the east and west sides of the property **BE ACCEPTED** by the council of the Corporation of the City of London under section 5 of the *Drainage Act*, and
- b) Mike DeVos, P.Eng. of Spriet Associates London Limited **BE APPOINTED** under section 8 of the *Drainage Act* to complete a report for the new drains.

Executive Summary

Purpose:

The purpose of this report is to seek the approval of Council of a petition for a Municipal Drain on 2657 Scotland Drive (Lot 14 and 15) and to appoint an Engineer to undertake the required drainage report in accordance with *Drainage Act*.

Context:

The City of London received two petitions for new Municipal Drains to be constructed on a rural property on January 21, 2022. Under section 5 of the Ontario Drainage Act RSO 1990, council must forthwith consider the petition and within 30 days give notice of its decision. Staff recommend that council accept the petition. Following which, staff will appoint an engineering consultant to assess the requested drainage improvements, file a report, and implement supportable drainage works, in accordance with the processes defined by the provincial Drainage Act.

Linkage to the Corporate Strategic Plan

- This project supports the 2019-2023 Strategic Plan through the following: Londoners experience exceptional and valued customer service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

None.

2.0 Discussion and Considerations

On January 21, 2022, Staff received two petitions, Appendix A, for drainage from the registered owner of 2657 Scotland Drive (Lot 14 and 15), former Geographical Township of Westminster. The property is currently serviced by natural watercourses. The signee of the petition and owner of 2657 Scotland Drive (Lot 14 and 15), Kent

Willmore would like the current watercourses to be replaced and brought up to current design standards to relieve flooding on his agricultural property.

Under section 5 of the Drainage Act RSO 1990, council must forthwith consider the petition and within 30 days give notice of its decision. Staff recommend that council accept the petition.

Mike DeVos, P.Eng. of Spriet Associates London Limited is recommended to be appointed as the consultant to conduct a preliminary site visit and if suitable, prepare a report, and implement supportable drainage works, in accordance with Section 4 of the Ontario Drainage Act. This consultant assignment will be awarded to Spriet Associates London Ltd. in accordance with 15.2 c) of the City's Procurement of Goods and Services Policy, selection of Professional Consulting Services that are less than \$100,000.

Conclusion

City Staff recommend accepting the petitions to evaluate drainage concerns at 2657 Scotland Drive (Lot 14 and 15) and for the named engineering consultant, Spriet Associates London Ltd. to pursue next steps and implementation, all in accordance with Ontario Drainage Act RSO 1990.

Prepared by: **Shawna Chambers, DPA, P.Eng., Division Manager, Stormwater Engineering**

Submitted by: **Scott Mathers, MPA, P.Eng., Director Water Wastewater & Stormwater**

Recommended by: **Kelly Scherr, P. Eng., MBA, FEC
Deputy City Manager, Environment and Infrastructure**

Appendix 'A' – Scotland Tiling Petition

c.c. Evelina Skalski, City Clerks Office



Ministry of Agriculture,
Food and Rural Affairs

Appendix "A"

Petition for Drainage Works by Owners Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the City of London

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)
Scotland Drive Tiling Outlet - East

Roll number: 39360800201530000000

The entire parcel requires drainage improvements, we would propose that the Eastern side of the property would benefit from the creation of a municipal drain on the eastern parcel (3936080020151000000) in what is now an unclassified watercourse.

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name)	(First Name)	Telephone Number
Stevens	Ron	ext.

Address	
Road/Street Number	Road/Street Name
80	Keil Drive Unit 3

Location of Project			
Lot	Concession	Municipality	Former Municipality (if applicable)
14	6	London	

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
- Construction of new tile drain
- Deepening or widening of existing watercourse (not currently a municipal drain)
- Enclosure of existing watercourse (not currently a municipal drain)
- Other (provide description ▼)

Name of watercourse (if known)
Un-named

Estimated length of project
2000ft estimated

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only
- Surface water drainage only
- Both

Petition filed this 20th day of January, 2022

Name of Clerk (Last, first name)	Signature

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number	Property Description
2657	Scotland Drive
Ward or Geographic Township	Parcel Roll Number
Westminster	39360800201530000000

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership


Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Willmore, Kent	
Name of Corporation	
AGinvest Farmland IV Inc.	
Position Title	I have the authority to bind the Corporation.
Director	Date (yyyy/mm/dd)
	2022/01/20

Number	Property Description
Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
--	-----------	-------------------

Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
	I have the authority to bind the Corporation.
Name of Corporation	
Position Title	
	Date (yyyy/mm/dd)

Check here if additional sheets are attached Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

**Petition for Drainage Works by Owners
Form 1**

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.

To: The Council of the Corporation of the City of London

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

Scotland Drive Tiling Outlet - West

Roll number: 39360800201530000000

The entire parcel requires drainage improvements, we would propose that the Western side of the property would benefit from the extension of the cousins drain through the property, which would provide an outlet for drainage tile from this portion of the parcel.

In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

Contact Person (Last Name) Stevens	(First Name) Ron	Telephone Number ext.
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Address	
Road/Street Number 80	Road/Street Name Keil Drive, Unit 3, Chatham

Location of Project			
Lot 14	Concession 6	Municipality London	Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)

- Construction of new open channel
- Construction of new tile drain
- Deepening or widening of existing watercourse (not currently a municipal drain)
- Enclosure of existing watercourse (not currently a municipal drain)
- Other (provide description ▼)

Name of watercourse (if known)
extension of Cousins Drain

Estimated length of project
3000ft estimated

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only
- Surface water drainage only
- Both

Petition filed this 20th day of January, 2022

Name of Clerk (Last, first name)	Signature
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Property Owners Signing The Petition Page of

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

Number 2657	Property Description Scotland Drive
Ward or Geographic Township Westminster	Parcel Roll Number 39360800201530000000

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership


Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
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Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print) Willmore, Kent	Signature 
Name of Corporation AGinvest Farmland IV Inc.	I have the authority to bind the Corporation.
Position Title Director	Date (yyyy/mm/dd) 2022/01/20

Number	Property Description
Ward or Geographic Township	Parcel Roll Number

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
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Partnership (Each partner in the ownership of the property must sign the petition form)

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)

Name of Signing Officer (Last, First Name) (Type/Print)	Signature
Name of Corporation	I have the authority to bind the Corporation.
Position Title	Date (yyyy/mm/dd)

Check here if additional sheets are attached Clerk initial

Petitioners become financially responsible as soon as they sign a petition.

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.