

Bill No. 581
2017

By-law No. A.-_____

A by-law to authorize and approve an Agreement between The Corporation of the City of London and The University of Western Ontario for the use of space at the Adelaide Pollution Control Plant for a research experiment (termed a Mesocosm) and to authorize the Mayor and the City Clerk to execute the Agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* S.O. 2001, c.25 as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into an Agreement with The University of Western Ontario for the Mesocosm experiment;

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

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

1. The Agreement attached as Schedule "A" to this by-law, being an Agreement between The Corporation of the City of London and The University of Western Ontario is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 3, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – October 3, 2017
Second Reading – October 3, 2017
Third Reading – October 3, 2017

SCHEDULE "A"

CONSENT TO ENTER AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

and

THE UNIVERSITY OF WESTERN ONTARIO

(hereinafter called the "Western University")

WHEREAS the City operates the Adelaide Wastewater Treatment Plant located at 1159 Adelaide Street North (the "Facility");

AND WHEREAS Western University has requested permission to use a portion of the Facility for the purpose of conducting research;

AND WHEREAS the City has agreed to permit Western University to use a portion of the Facility as more particularly described herein for the purpose of conducting research;

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the City hereby consents to the entry into the Adelaide Wastewater Treatment Plant pollution control plant by Western University and its employees, authorized representatives and consultants with all necessary machinery and equipment, for the purpose of conducting research.

Western University shall have, during the term of this Agreement, the exclusive right to occupy and use that portion of the Facility as shown in the Schedule B attached (the "Designated Space").

Western University's use of the Designated Space shall be for the purposes of the Mesocosm Project as detailed in Schedule A (the "Project"). In connection with the Project, Western University shall have the right to:

- a) connect to the electrical system of the Facility;
- b) connect to the water system of the Facility through connection provided.

The Agreement shall be effective from May 1, 2017 to November 30, 2020.

Any alterations to the Designated Space shall be at Western University's expense and approved by the City's Site Manager, who shall also approve any contractors that will make alterations to the Designated Space. Western University shall prepare a Health and Safety Plan (the "Plan") with respect to the Designated Space for its employees, authorized representatives and consultants. The Plan will be reviewed by the City's Site Manager.

Western University and its employees, authorized representatives and consultants shall comply with the Facility Fire Safety Plan and other policies and procedures applicable to the Facility provided to Western University by the City.

To the best of its knowledge, Western University agrees that its activities in the Designated Space and the Facility will not interfere with the ongoing operation by the City of the Facility as a wastewater treatment plant. Western University shall maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million (\$5,000,000.00) Dollars and shall include the City as an additional insured with respect to Western's occupancy and use of the Designated Space and the Facility. In addition, Western University shall maintain automobile liability insurance for an amount of not less than Two Million (\$2,000,000.00) Dollars on forms meeting statutory requirements covering all owned or leased vehicles. Western University agrees to provide evidence of continued insurance coverage from insurer(s) licensed to operate in Canada annually in a form acceptable to the City at each policy renewal date during the term of this Agreement.

Western University shall indemnify and save harmless the City and its council members, officers, employees and agents from any and all liability, loss, claims, demands damages and costs caused in whole or in part by the negligent acts, errors or omissions of Western University or anyone for whose acts it is responsible in law.

The City shall indemnify and save harmless Western University and its officers, employees and agents from any and all liability, loss, claims, demands damages and costs caused in whole or in part by the negligent acts, errors or omissions of the City or anyone for whose acts it is responsible in law.

The City reserves the right to enter the Designated Space for the purpose of determining compliance with this Agreement provided the City's Site Manager gives Western University reasonable notice of such entry.

The City reserves the right to terminate the right of entry and occupancy hereby granted by giving Western University thirty (30) days' written notice. Upon receipt of such notice, Western University shall immediately vacate the Designated Space and remove all its equipment and material.

Any approvals required by this Agreement may take any form, provided such approval is confirmed in writing as soon as possible.
Western University shall not assign this Agreement without the consent of the City, which consent may be unreasonably withheld.

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

DATED at London this _____day of October, 2017.

THE CORPORATION OF THE CITY OF LONDON

Matt Brown, Mayor

Catharine Saunders. City Clerk

THE UNIVERSITY OF WESTERN ONTARIO

Dr. Juan-Luis Suarez
Associate Vice President, Research

I have the authority to bind the University

Schedule A Statement of Work:

The goal of the project is to establish thresholds of key indicators of riverine ecological health to nutrient exposure for the Thames River and other Great Lakes tributaries using artificial mesocosm experiments.

The establishment of ecological thresholds will be achieved through a series of exposure experiments over the three year period, beginning on May 1, 2017 and ending on November 30, 2020. There may be opportunities for additional studies in following years), in which case, this Agreement will be amended if agreed to by both parties.

We will use a set of mobile artificial stream mesocosm units (approximately 8) which will be temporarily located at the City of London's Adelaide Pollution Control Plant. Mesocosms consist of a flume with a partial recirculation system supplied by a series of pumps connected to reservoir tanks. Mesocosms will use City of London drinking water with controlled additions of nitrogen and phosphorus forms to generate exposure conditions.

Stream biotic communities will be seeded into the mesocosms through the transfer of gravel substrate from nearby streams.

Experiments will occur over 3 - 4 four week periods throughout the summer months (June through September).

During the experiments biological and chemical measurements will be made over daily to weekly intervals. Mesocosm units will be partially dismantled and disconnected from water and electrical connections during the non-operational months (November through April). All units and supporting equipment will be removed from City of London property following the completion of the 2020 experimental season.

**Schedule B
Designated Space:
at
Adelaide Pollution Control Plant**

Photo below shows the Designated Space (see red outline) and the location of Mesocosm and related services (see inset photo).

