

AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING

Britannia Village – Ottawa River Flood Control System.  
Amendment No 1

BETWEEN

RIDEAU VALLEY CONSERVATION AUTHORITY

(Hereinafter called the "RVCA")  
OF THE FIRST PART

and

CITY OF OTTAWA

(hereinafter called the "City")  
OF THE SECOND PART

Whereas

The RVCA and City entered into a Memo of Understand Memorandum dated December 1, 2008 (signed by City and RVCA officials on January 23, 2009, February 17, 2009 and July 7, 2014 respectively) with respect to each others' role in the project; and

Whereas:

Construction is nearing completion and there have been approved project changes since 2014 due to unforeseen construction situations and design changes stemming from stakeholder issue mitigations; and

Whereas

The Parties wish to amend the Memorandum of Understanding to reflect final expected costs reimbursable to the RVCA for the Britannia Village – Ottawa River Flood Control System.

**NOW THEREFORE** in consideration of the premises and mutual covenants contained in this amendment the Parties hereby agree as follows:

1. –Section 15 is repealed and replaced as follows:

Establish the local portion of the cost as the total cost incurred by the RVCA minus any approved Provincial grants received by RVCA for use on the design and construction costs. The project is not eligible for Provincial grants for flood control operations under Section 39 of the Conservation Authorities Act, or under the Water and Erosion Control Infrastructure program, and this is not expected to change. As of the time of signing of this amendment to the MOU it is understood by the RVCA and the City that the local portion of the cost of the project shall not exceed \$1,800,000 with payment to RVCA based on actual cost incurred.

We, the undersigned, hereby confirm that the arrangements set out above, for the administration and financing of the Britannia Village – Ottawa River Flood Control System are satisfactory:

IN WITNESS WHEREOF the parties have executed this agreement as of this 19 day of April, 2017.

RIDEAU VALLEY CONSERVATION AUTHORITY

Per: [Signature]

Date: April 19, 2017

Sommer Casgrain-Robertson,  
General Manager/Secretary Treasurer

IN WITNESS WHEREOF the parties have executed this agreement as of this 28 day of March, 2017.

CITY OF OTTAWA

Per: [Signature]

Date: March 28, 2017

Jim Watson,  
Mayor

Approved for Execution  
[Signature]  
Per City Solicitor

Per: [Signature]

March 28/2017

Rick O'Connor,  
City Clerk and Solicitor



MEMO / NOTE DE SERVICE

Information previously distributed / Information distribué auparavant

TO: Environment Committee

DESTINATAIRE : Comité de l'environnement

FROM: Wayne Newell, General  
Manager  
Infrastructure Services Department

*Contact :*  
*Kelly Martin, A/Manager*  
*Asset Management Branch,*  
*Infrastructure Services Department*  
*613-580-2424 x44192*  
*kelly.martin@ottawa.ca*

EXPÉDITEUR : Wayne Newell,  
Directeur général  
Service d'infrastructure

*Personne ressource :*  
*Kelly Martin, Gestionnaire par interim,*  
*Gestion des Actifs, Service*  
*d'infrastructure*  
*613-580-2424 x44192*  
*kelly.martin@ottawa.ca*

DATE: May 5, 2014

5 mai 2014

FILE NUMBER: ACS2014-PAI-INF-0005

**SUBJECT: Britannia Village Ottawa River Flood Control – Operating and Maintenance Costs**

**OBJET : Contrôle des crues de la rivière des Outaouais dans le village Britannia - Coûts d'exploitation et d'entretien**

## PURPOSE

The purpose of this memo is to provide Committee and Council with an update on a change to the cost sharing agreement with the RVCA for operations and maintenance costs for the proposed Ottawa River flood protection system.

## BACKGROUND

In June 2007, Council approved the implementation of the proposed Ottawa River 100-year flood protection measures in Britannia (ACS2007-PWS-INF-0007). After Council's decision to support the capital project, the Rideau Valley Conservation Authority (RVCA) initiated the project and undertook the necessary administrative steps to define the RVCA-Ottawa relationship specific to the Britannia project. In June 2010, Council approved a total expenditure of \$670,000 (\$195,000 recovered from property owners) and paying 50% of ongoing operations and maintenance fees (ACS2010-CCS-PEC-0027).

The RVCA and City entered into a Memorandum of Understanding (MOU) with respect to each others' role for the Britannia project dated December 1, 2008, that was signed by City and RVCA officials in 2009.

In March 2013, a commitment of provincial funding to eligible capital costs of the project was secured by the City of Ottawa from the Ontario Ministry of Infrastructure allowing the project to proceed to final design and implementation.

The project is to construct, operate and maintain permanent flood control measures for the Britannia Village Community. Features are to include a berm constructed of earth material, retaining wall modifications, armor stone revetments, and site grading and drainage facilities. The southern end of the project is adjacent to 15 town home properties and two single family residences that have distance between them and the river shoreline. The middle section of the project abuts single family and multi-residential properties that directly abut the shoreline and, as such, have limited to no flexibility in design or location of the structure. The northern portion of the work abuts a multi-residential development that has distance to the shoreline (as is the case with the town homes). With the exception of two single family homes (176 and 174 Kehoe), the southern and northern sections have Ministry of Natural Resources lands as buffer between the Ottawa River and private property.

## DISCUSSION

As set out in the original 2008 MOU, the proposed works are to be designed, constructed, operated and maintained by the RVCA, using its powers under the Conservation Authorities Act, in cooperation with the City, and the City was to pay 50% of annual of ongoing operations and maintenance fees.

Salient points of the understanding with the RVCA include provisions that:

- all works to be constructed or altered under this project shall be added to the RVCA's listing of Tangible Capital Assets and managed in accordance with the RVCA's Tangible Capital Asset Policy;

- RVCA will provide overall project management and administration and enforce the terms and conditions of contracts for the project in accordance with established corporate policies and procedures of the RVCA;
- RVCA will participate in and support public consultation exercises during the design and construction of the project to inform the entire Britannia Village community of the project's progress and status in cooperation with the Ward Councillor;
- RVCA will engage the services of qualified engineering consultants and competent contractors to manage the design and construction of the flood control system;
- RVCA will ensure that consultants and contractors who are performing services on behalf of the RVCA are adequately covered against claims arising out of damages or injuries caused to persons or property on the site of the work or on adjacent lands, by liability insurance policies in which both the RVCA and the City are identified as co-insured parties; and
- RVCA will ensure that the planning and design of the project is carried out according to procedures that are described in the Conservation Ontario Class Environmental Assessment for Remedial Flood and Erosion Control Projects, as amended in June, 2013 so that the project will be compliant with the requirements of the Environmental Assessment Act.

What has changed since the 2010 approval and the establishment of the original 2008 MOU is RVCA's ability to fund the operation and maintenance of the new flood control works for Britannia Village. RVCA's Board of Directors has endorsed RVCA continuing to play a role in the implementation of Britannia Village flood control project, in cooperation with the City, on the basis that it would be administered as Special Levy project and would not put additional pressure on the General Levy (which is relied upon to support the full range of RVCA watershed management programs and services) nor on the annual Provincial funding that the RVCA received under section 39 of the Conservation Authorities Act (unchanged at about \$267,000 since the late 1990s). To allow the project to proceed, there is a need to update the MOU to confirm and revise arrangements between the City and the RVCA regarding the ongoing operation and maintenance of the proposed Britannia Village – Ottawa River Flood Control system.

The key revisions are related to two separate kinds of maintenance charges that would be payable by the City of Ottawa:

1. Routine Annual Operation and Maintenance – The City is to cover 100% (revised from 50%) of the costs incurred by RVCA in the annual operation and maintenance of the works. The costs will be defined according to the operations and maintenance plan finalized once construction is complete. The costs of annual operation charged to the City shall not exceed the established amount in 2014 dollars, adjusted annually according to the Consumer Price Index as reported by Statistics Canada; and
2. Annual Contributions to the Major Maintenance and Replacement Reserve – RVCA will establish a special "major maintenance and replacement" fund specifically for the Britannia Village flood control project to be used when major repairs to any of the components of the flood control system are needed (represented by a charge based on 50% of the capital construction costs over a period of 25 years).

The estimated cost for operational and maintenance activities are anticipated to be approximately \$30,000 per year. These operating maintenance costs will not be incurred until the year after project is complete. The RVCA would include it in their 2015 budget requirement, as a special levy.

As is the case with other "Special Levy" programs or projects, such as the Rideau River Ice Management program, the City is designated by RVCA as the sole benefitting municipality, and the Special Levy is not applied without the prior knowledge and consent of the City.

In summary, the MOU for undertaking of the Britannia Village Ottawa River Flood protection project will be amended to reflect the revised annual operating and maintenance costs described above.

The revised cost sharing agreement encompasses provisions for both annual operating and maintenance as well renewal and replacement that are in keeping with good asset management practices. Costs will form a component of the annual budget cycle upon completion of the work. The City is satisfied they represent reasonable amounts to support the lifecycle costs associated with the flood protection system for Britannia Village from the Ottawa River 100 year flood levels.

The agreement will be executed by both parties prior to construction start in June/July of 2014.

Wayne Newell, P. Eng.  
General Manager  
Infrastructure Services Department

CC: Nancy Schepers, Deputy City Manager, Planning and Infrastructure  
Kelly Martin, A/Manager, Asset Management, Infrastructure Services Department

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**RIDEAU VALLEY CONSERVATION AUTHORITY**

(Hereinafter called the "RVCA")  
OF THE FIRST PART

**and**

**CITY OF OTTAWA**

(hereinafter called the "City")  
OF THE SECOND PART

**Whereas:**

The RVCA was requested by the Britannia Village community to review and develop a project aimed at protecting existing properties in the flood prone portion of the Britannia Village community against flood damages, public safety risks and inconvenience that would be associated with over-bank flooding during a 1:100 year flood event on the Ottawa River

**Whereas:**

The City agreed to collaborate with the RVCA on the project through financing the works and establishing a cost recovery process from properties owners benefitting from the work for portions of the costs as outlined in report to Planning and Environment Committee in 2007 (ACS2007-PWS-INF-0007)

**Whereas:**

The proposed works will be designed, constructed, operated and maintained by the RVCA, using its powers under the Conservation Authorities Act, in cooperation with the City

**Whereas**

The RVCA and City entered into a Memo of Understand Memorandum dated December 1, 2008 (signed by City and RVCA officials on January 23, 2009 and February 17, 2009 respectively) with respect to each others' role in the project

**And Whereas:**

There is a need to update this understanding to confirm and revise arrangements between the City and the RVCA, regarding the design, construction and ongoing operation and maintenance of the proposed Britannia Village – Ottawa River Flood Control system.

**NOW THEREFORE** in consideration of the payment of the sum ten dollars (\$10) by each of the Parties to the other and for other good and valuable consideration including the covenants herein contained, the Parties agree as follows.

**The RVCA will:**

1. Monitor Provincial and Federal government infrastructure funding programs for which the Britannia Village Flood Control Project may be eligible, and apply for such funding if and when an opportunity to do so arises.
2. Designate the City as the sole benefiting member municipality of the RVCA, for this project. Except for the removable flood control bulkheads deployed in the Rowatt Street and Jamieson Street road allowances, all works to be constructed or altered under this project shall be added to the RVCA's listing of Tangible Capital Assets and managed in accordance with the RVCA's Tangible Capital Asset Policy.
3. Engage the services of qualified engineering consultants and competent contractors to manage the design and construction of the flood control system.
4. Provide technical support to the City in its negotiation of temporary and permanent easements and consent to enter agreements with the owners of any private land on which the works are to be constructed.
5. Work with the Ministry of Natural Resources to obtain consent to enter and the transfer of permanent easements over affected Crown Land, in accordance with applicable policies and procedures of the Ministry of Natural Resources.
6. RVCA, with the assistance of the City, will acquire all consents, permits, approvals, licences, easements and certificates necessary to carry out the project.
7. Maintain contact throughout the duration of the project with a Project Manager designated by the City's Construction Services group and a designated individual within the City's Asset Management Branch.



8. Ensure that consultants and contractors who are performing services on behalf of the RVCA are adequately covered against claims arising out of damages or injuries caused to persons or property on the site of the work or on adjacent lands, by liability insurance policies in which both the RVCA and the City are identified as co-insured parties.
9. Ensure that the planning and design of the project is carried out according to procedures that are described in the Conservation Ontario Class Environmental Assessment for Remedial Flood and Erosion Control Projects, as amended in June, 2013 so that the project will be compliant with the requirements of the Environmental Assessment Act.
10. Provide overall project management and administration and enforce the terms and conditions of contracts for the project in accordance with established corporate policies and procedures of the RVCA.
11. Participate in and support public consultation exercises during the design and construction of the project, to inform the entire Britannia Village community of the project's progress and status, in cooperation with the Ward Councillor.
12. Acknowledge the support of Ontario in public reports, materials, advertizing and publicity in a format approved by Ontario.
13. Respond to all public inquiries related to the planning, design and construction of the project, and the ongoing operation and maintenance of the constructed works thereafter.
14. Maintain records of the expenditures incurred by the RVCA in connection with the project, for audit purposes.
15. Establish the local portion of the cost as the total cost incurred by the RVCA minus any approved Provincial grants received by RVCA for use on the design and construction costs. The project is not eligible for Provincial grants for flood control operations under Section 39 of the Conservation Authorities Act, or under the Water and Erosion Control Infrastructure program, and this is not expected to change. As of the time of signing of this MOU it is understood by the RVCA and the City that the local portion of the cost of the project shall not exceed \$1,475,000.

16. Submit invoices to the City as the costs are incurred by RVCA (not more frequently than one per month) and as the expenditures are reported in the RVCA's accounts. Invoices to the City will recover 100% of the local portion of the costs incurred by the RVCA in the planning, design and construction of the project, including:
  - a. the cost of engineering services provided by out-sourced consulting engineers,
  - b. the cost of construction services performed by hired contractors,
  - c. the cost of required legal services, land surveyors fees, and easement appraisal fees
  - d. the cost of RVCA staff time spent in project management and administration, and incidental costs related thereto (RVCA reimbursable labour costs will include wages, benefits and taxes plus a 21% allowance to cover office overhead costs)
  - e. any applicable taxes (e.g. HST).
17. Provide an updated project cost estimate to the City, on receipt of qualifying tenders and the consulting engineer's advice on the Contract award; if the overall project cost estimate exceeds \$1,475,000 at this time, the RVCA will not proceed with the Award of Contract unless the city approves an increase in the overall project budget.
18. Prepare a detailed and comprehensive operation and maintenance plan for the flood control system, in consultation and cooperation with City forces responsible for the deployment of flood control bulkheads and temporary pumping facilities on City road allowances. The O&M Plan will clearly describe the routine procedures that are necessary to ensure the effectiveness of the flood control system, and identify which agency (City or RVCA) is responsible for each.
19. After construction of the works and the expiry of any warranty periods stipulated in construction contracts, RVCA will maintain the earth berms, retaining walls and armour stone revetment elements of the proposed flood control system, as well as any related drainage piping and pumping facilities, that are identified as being RVCA's responsibilities in the Operation and Maintenance Plan. This includes annual inspections and performance of repairs that may be required from time to time, and annual operations required to ensure the performance of the flood control works.

20. On an annual basis, send invoices to the City to recover 100% of the costs incurred by RVCA in the annual operation and maintenance of the works, provided that the local cost of annual maintenance shall not exceed the equivalent of \$12,000 in 2014 dollars, adjusted annually according to the Consumer Price Index as reported by Statistics Canada. Reimbursable operation and maintenance costs will include, but not be limited to labour costs (wages, benefits, taxes plus 21% overhead), incidental expenses and transportation costs, supplies and materials, out-sourced goods and services, and errors and omissions and general liability insurance premiums.
21. Establish a special "major maintenance and replacement" fund specifically for the Britannia Village flood control project, to be used when major repairs to any of the components of the flood control system are needed<sup>1</sup>. Annual contributions to the fund will be made such that over an assumed 25 year service life, 50% of replacement value of the works would be accumulated (approximately \$18,000 per year, to be confirmed based on the actual cost of the works as constructed). RVCA will collect a Special Levy, payable annually by the City as benefitting municipality, to be deposited to the fund. Annually, RVCA will prepare and deliver to the City, a statement of the status of the fund, including a complete and detailed listing of all contributions made to and withdrawals made from the fund.

**The City will:**

22. Actively participate in the review of the final design of the proposed works, and consider and respond in a timely manner to any inquiries from the RVCA or its consultants regarding technical issues involving City facilities and operations (Construction Services), or administrative/financial matters (Asset Management).
  23. Make payments to the RVCA based on all invoices received, on a timely basis (within 30 days).
  24. Continue, at the City's expense, to operate and maintain the flood control bulkheads located within the Rowatt Street and Jamieson Street road allowances and any supplementary drainage and pumping facilities that may be required from time to time during extraordinary rainstorm or high wind conditions, in the area protected by the flood control system.
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25. Through the offices of the Real Estate Partnership and Development Office, negotiate consents to enter for construction purposes, and register permanent easements over privately-owned lands that are required for the routine inspection, maintenance and operation of the flood control system and its component parts, said consents and easements to be executed in favour of both the City and the Rideau Valley Conservation Authority.
26. If at any time and for any reason, a decision is made by the City to terminate the project, the City will immediately notify the RVCA of the decision, and shall fully reimburse the RVCA for all costs incurred up to the date of such notification, plus reasonable costs associated with closing out the project.

We, the undersigned, hereby confirm that the arrangements set out above, for the administration and financing of the Britannia Village – Ottawa River Flood Control Program are satisfactory:

IN WITNESS WHEREOF the parties have executed this agreement as of this \_\_\_\_ day of \_\_\_\_, 2014.

**RIDEAU VALLEY CONSERVATION AUTHORITY**

Per: [Signature]

Date: July 7, 2014

Sommer Casgrain-Robertson,  
General Manager/Secretary Treasurer

**CITY OF OTTAWA**

Per: [Signature]

Date: Aug 11/14

Jim Watson,  
Mayor



Per: [Signature]

Date: Aug. 11/14

Rick O'Connor,  
City Clerk and Solicitor

## SCHEDULE "A"

### Project Description

The purpose of the Britannia Village Flood Control project is to protect existing properties in the flood prone portion of the Britannia Village community against flood damages, public safety risks and inconvenience that would be associated with over-bank flooding during a 1:100 year flood event on the Ottawa River, under calm wind conditions. Based on previous preliminary engineering analyses, the required flood protection is to be achieved through a remedial flood control project involving the construction and operation of works to prevent entry of flood water into the community via overland pathways. This project is not intended to address or resolve chronic basement or crawl space flooding or foundation drainage issues in the community that could be attributable to elevated groundwater levels associated with high water levels on the Ottawa River in Lac Deschenes.

The proposed flood control system is described in functional design drawings prepared by Delcan Corp. Ltd. in October, 2013 and consists of earthen berms, modified sea walls, armour stone revetments, removable bulkheads in the Rowatt Street and Jamieson Street road allowances, and associated drainage works. The Delcan functional design will be amended and refined during the remainder of the planning and design process, in consultation with directly affected and adjacent property owners.

The proposed works will be designed, constructed, operated and maintained by the RVCA, using its powers under the Conservation Authorities Act, in cooperation with the City. The final design of the works will be completed by Delcan Corporation Ltd. on behalf of RVCA, in accordance with a proposed program of engineering services originally accepted in January, 2008 which is to be updated and amended. Delcan will also provide engineering services during construction, including inspection and contract administration.