

BYLAW NO. 8643

As to Form *[Signature]*
As to Contents *[Signature]*
City Solicitor
Head of Department

A Bylaw to Authorize an Agreement with the
Government of Canada for the Municipal Infrastructure
Evaluation at the C.F.B. Edmonton - Griesbach Site

WHEREAS the City of Edmonton wishes to evaluate the municipal infrastructure at the C.F.B. Edmonton - Griesbach Site;

AND WHEREAS the Government of Canada has agreed to grant the City funds for undertaking this work;

AND WHEREAS Section 116 of the Municipal Government Act, Chapter M-26, R.S.A. 1980, requires a Bylaw to authorize the making of an agreement between the City of Edmonton and the Government of Canada for the performance of any matter considered by the Council and the Government of Canada to be a benefit to both parties;

NOW THEREFORE the Municipal Council of the City of Edmonton, duly assembled, hereby authorizes the making of the agreement with the Government of Canada attached hereto as Schedule "A".

READ a first time this *2nd* day of *September*, A.D. 1987;

READ a second time this *2nd* day of *September*, A.D. 1987;

READ a third time and finally passes this *2nd* day of *September*, A.D. 1987.

THE CITY OF EDMONTON

[Signature]
MAYOR

ACTING *[Signature]*
CITY CLERK

MEMORANDUM OF AGREEMENT made this 10th day of August, A.D. 1987

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada,
represented herein by the Minister of National
Defence (hereinafter referred to as "DND")

AND

THE CITY OF EDMONTON,
(hereinafter referred to as "the City")

COPY

WHEREAS DND proposes to transfer to the City streets, municipal services, and utilities including maintenance and operation of the same, located within the Permanent Married Quarters of CFB Edmonton Griesbach;

AND WHEREAS prior to such a transfer taking place the parties have agreed that it is necessary to undertake a study to assess the streets, municipal services and utilities, and the terms of reference for such a study are attached hereto as Schedule "A";

AND WHEREAS DND has agreed to fund the cost of the study in the amount of \$175,000.00 (hereinafter referred to as "the Funds");

AND WHEREAS the City has agreed to accept the Funds upon the terms and conditions herein;

DEFINITIONS

1. In this Agreement:
 - (a) "Funds" shall mean the total contribution of DND to the cost of the study in the amount of \$175,000.00;
 - (b) "Municipal Services" shall mean the maintenance and operation of the streets and utilities; and
 - (c) "utilities" shall mean the same as public utilities defined in the Municipal Government Act, R.S.A. 1980, Chapter M-26, section 1(d).
2. DND hereby agrees to transfer to the City the Funds on or before the 15th day of August, A.D. 1987.
3. The study shall be conducted in accordance with Schedule "A" attached hereto.
4. The City shall be responsible for contracting and supervising consultants retained to undertake the study.
5. The City hereby agrees to accept the Funds on the following terms and conditions:
 - (a) The City shall deposit the Funds into whatever account it deems appropriate and subject to paragraph 5 hereof, the City shall have the authority to withdraw and use the Funds in the manner the City deems necessary to complete the study;
 - (b) The Funds of \$175,000.00 plus any interest earned thereon is the total DND contribution to the cost of the study;

- (c) The City shall only use the Funds and any interest earned thereon for the cost of the study;
- (d) The City shall provide DND with a statement at the end of the study detailing application to the Funds to the cost of the study. Any Funds unexpended on completion of the study shall be returned to DND;
- (e) The City shall carry out the study in accordance with rules, regulations and laws governing such a study and in accordance with the best general practice; and
- (f) The City shall indemnify and save harmless DND, its servants, agents and employees from and against all action, claims, and demands arising from the preparation for or the implementation of the study, whether or not the damage arose as a result of the emission or action of a third party.

6. The City agrees to allow DND and/or its agents access to any documents or books of account relating to expenditures claimed under this Agreement and such other documents as are deemed necessary by DND in performing an audit of the study,.

7. The Province agrees to allow the City and/or its agents, consultants or employees access to the site of CFB Edmonton Griesbach. DND will also make available to the City, its employees or agents and consultants, all documents, records and engineering drawings deemed necessary by the City, its employees or agents and consultants in order to carry out the study.

8. The parties agree that the Agreement shall be executed prior to DND transferring any funds to the City.

9. The parties agree to give this agreement a fair and reasonable interpretation and when required, to negotiate with fairness and candor, any modification or alteration thereof for the purpose of carrying out the intent of this Agreement and of rectifying any omission in any of these provisions.

10. This Agreement shall ensure to the benefit and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the Director General Properties and Utilities, Department of National Defence on behalf of Her Majesty the Queen in right of Canada, and by The City of Edmonton by the affixing hereto of its corporate seal attested by the hands of its officers duly authorized in that behalf, this day of 1987.

SIGNED, SEALED AND DELIVERED)
in the presence of:

C. A. Carriere)
Witness

[Signature])
Director General
Properties and Utilities
Department of National Defence

THE CITY OF EDMONTON

.....
Mayor

.....
City Clerk

SCHEDULE "A"

CITY OF EDMONTON
CANADIAN FORCES BASE - EDMONTON
GRIESBACH SITE
EVALUATION OF MUNICIPAL SERVICES INFRASTRUCTURE

TERMS OF REFERENCE

This study is to include the following:

A.1 Assessment of Existing Infrastructure

The existing condition of the various infrastructure components is to be assessed, and then compared to other Edmonton subdivisions to determine the extent of maintenance and upgrading applied to the utility components. For comparison purposes, a ranking system (from 0 to 10) may be appropriate. The residential areas are to be assessed separate from the non-residential component.

Comparison of the Griesbach site, constructed over the period from 1952 to 1959 is to be made to the following residential subdivisions in Edmonton: Inglewood (bounded by Groat Road, 118 Avenue, 121 Street, 111 Avenue) and Delwood (bounded by 82 Street, 137 Avenue, 66 Street, 132 Avenue). Any upgrading requirements are to be based on current standards and practice.

1.1 Roadways

- .1 Investigation of the pavement structure, to determine thickness of asphalt and base material, and to identify the subgrade type and condition.
- .2 Testing program to measure maximum deflections in the roadways, using the Benkelman beam technique (or better), 5% sampling at least.
- .3 Survey of the existing roadways, including the dimensions, locations and geometric layout details, on an adequate spot-check basis.
- .4 Evaluation of the pavement (surface) condition, based on the A.P.W.A. - PAVER method, with a visual assessment of all roadways.
- .5 Preparation of inventory of the pedestrian system (sidewalks and walkways), include an assessment of the condition.
- .6 Data to be recorded in a format compatible with existing City records, excluding drawing production.
- .7 Review of the roadway network to determine roadway classification, function, and integration with the surrounding roadway network.
- .8 Roughness testing on collector-type roads and potential bus routes.

1.2 Water Network

- .1 An electronic leak survey of all watermains, including spot checks of approximately ten percent (10%) of the service lines.
- .2 A valve survey, including both main and service valves, with identification of inoperable, non-standard, and obsolete valves, and unfound.
- .3 A hydrant flow-test survey to verify pipe roughness, fire flows and aerial coverage and to identify inoperable, non-standard and obsolete hydrants.
- .4 A metering survey to confirm extent and condition of bulk and individual water meters, and for the purpose of evaluating the feasibility and means of having every residential customer metered individually.
- .5 Documentation of operation and maintenance manuals/standards, as well as the design and material standards/specifications at the time of installation and those currently in use.
- .6 Information sheets, on a computerized basis, for all hydrants, valves, leaks, repairs, and anodes.

- .7 Level of service provided to customers, in terms of delivered quantities and pressures. Reference to be made to normal response time for leak repairs and system complaints, and service level for routine maintenance.

1.3 Drainage Works

- .1 An evaluation of the structural condition of 30-40% of sanitary and storm sewer mains, with TV camera surveys to identify condition of pipe joints (with respect to root intrusion and excessive infiltration/exfiltration), and details of pipe material.
- .2 Establish the amount of inflow and infiltration into the sanitary sewer system.
- .3 Evaluation of 30-40% manholes and catch basins.
- .4 Preparation of a storm drainage area plan for the existing storm sewer systems, using the SWM model for a 5-year storm. Indicate sewers that are under capacity.
- .5 Report on history of flooding in the area.
- .6 Determine details of any cross-connections, i.e., sanitary services connected to storm sewers or vice versa.

1.4 Power

- .1 Identify that part of the power system presently not owned or serviced by Edmonton Power.
- .2 Identify and evaluate all components as to manufacturer, size, age and rating; e.g., cable, transformers, switch gear, and duct system.
- .3 Provide background information on maintenance and repair of system carried out to date.
- .4 Provide circuit plans of system.

1.5 Telephones

- .1 Identify that part of the system presently not owned or serviced by 'edmonton telephones'.
- .2 Identify all components of the system, including the PBX system, and provide record plans of the facilities.
- .3 Provide background information on maintenance and repair of the system.

1.6 Parks/Recreation Areas

- .1 Identify areas and locations of existing parks or open spaces being used as park and/or recreational areas.
- .2 Identify extent of landscaping, improvements, and other amenities in these areas.

1.7 Conclusions

All components, in terms of roadways, water, and sewer systems, are to be categorized with the following criteria:

- .1 Acceptable in existing condition, or
- .2 Requiring replacement or upgrading to meet City Specifications, or
- .3 New component to be designed and constructed to fulfill City Specifications.

Details of replacements, repair, upgrading, and/or new construction are to be provided.

A.2 Conceptual Subdivision Plan

Addressing the right-of-way requirements for all roadway, sewer, and water systems, a recommended subdivision plan is to be prepared. Zoning of all areas involved are to be identified.

Plans are also to indicate all other existing utilities (e.g. power, telephones, gas).

Conforming with the established conclusions, the condition of roadway, sewer, water and other utility components are to be identified according to the three (3) categories.

A.3 Cost Estimates

Based on the Conclusions, a breakdown of estimated costs for all required improvements for each of the utility components is to be provided. With the likelihood of only the residential areas being transferred initially, cost estimates are to be appropriately separated.

Prepared by:

City of Edmonton
Transportation Department