Minutes – Executive Policy Committee – December 12, 2012

REPORTS

Minute No. 93 Municipal Garbage and Sewage Servicing – Shoal Lake No. 40 First Nation

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and recommends to Council:

1. That the Chief Administrative Officer be authorized to negotiate and approve the terms and conditions of an agreement with Shoal Lake Band No.40 First Nation for temporary provision of municipal garbage and sewage disposal service for the First Nation community in accordance with the terms and conditions of Schedule "A" attached hereto, and such other terms and conditions deemed necessary by the Director Legal Services and City Solicitor to protect the interests of the City of Winnipeg.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

DECISION MAKING HISTORY:

Moved by Councillor Vandal,

That the recommendation of the Winnipeg Public Service be concurred in and forwarded to Council.

Carried

ADMINISTRATIVE REPORT

Title: **MUNICIPAL GARBAGE AND SEWAGE SERVICING FOR SHOAL LAKE NO.40 FIRST NATION**

Critical Path: **Executive Policy Committee - Council**

AUTHORIZATION

Author	Department Head	CFO	CAO
Terry Josephson, P. Eng. Manager of Water Services	M. L. Geer, C. A. Acting Director, Water and Waste Department	M. Ruta, CFO	D. Joshi, COO

RECOMMENDATIONS

1. That City Council authorize the Chief Administrative Officer to negotiate and approve the terms and conditions of an agreement with Shoal Lake Band No.40 First Nation for temporary provision of municipal garbage and sewage disposal service for the First Nation community in accordance with the terms and conditions of Schedule “A” hereto and such other terms and conditions deemed necessary by the City Solicitor to protect the interests of the City.

2. That the Proper Officers of the City do all things necessary to effect the intent of the foregoing.

REASON FOR THE REPORT

A service-sharing agreement with entities outside the City’s boundaries requires City Council approval.

IMPLICATIONS OF THE RECOMMENDATIONS

A service-sharing agreement will be negotiated between the City and Shoal Lake Band No.40 First Nation to provide municipal garbage and sewage disposal services in accordance with the terms and conditions of Schedule “A”.

Municipal garbage and sewage generated on the Shoal Lake Band No.40 First Nation will be transferred out of the Shoal Lake watershed, which will mitigate environmental impact on the City’s water supply as well as mitigate related public health concerns in the Band 40 community until a permanent solution can be developed.

HISTORY

In 1989, the Province and the City entered into the Shoal Lake Tripartite Agreement with Shoal Lake First Nation Band No.40. The intent of the agreement is to protect and maintain the high quality of Winnipeg's drinking water source, and promote sustainable economic development for Shoal Lake No. 40.

The City of Winnipeg, Province of Manitoba and Shoal Lake First Nation Band No.40 are parties to the Shoal Lake Tripartite Agreement. Under the terms of the agreement, one of the conditions is that Shoal Lake First Nation Band No.40 must ensure adequate waste disposal in order to protect water quality at Shoal Lake, which is the source of Winnipeg's drinking water.

Shoal Lake First Nation Band No.40 does not have all-season road access. Their access is by water, typically by ferry, which lands at Iskatewizaagegan No. 39 Independent First Nation (Shoal Lake No. 39).

Shoal Lake First Nation Band No.40 has chronic problems with access that affect their ability to dispose of municipal garbage and sewage.

The Shoal Lake First Nation Band No. 40 landfill was closed June 1, 2012. Shoal Lake No. 39 owns road access to Shoal Lake No. 40's ferry crossing, and is not permitting Shoal Lake No. 40 municipal garbage and sewage to pass through its territory. Shoal Lake No. 40 is attempting to arrange a temporary holding site for the garbage in the town site. Sewage septic fields are being maintained but the holding tanks will eventually need to be pumped out.

Shoal Lake No. 40 is working with Aboriginal Affairs and Northern Development Canada in order to establish a long-term solution. However, if the issue is not resolved imminently, it will be in the best interests of the City to provide emergency assistance.

Technical and operational staff have explored the option of accepting sewage via septic truck transported on Band No. 40's ferry to the City's Shoal Lake intake site, then transported to Winnipeg for disposal. Similarly, staff have explored the option of providing a garbage dumpster(s) to the Band which could then be transported on the ferry to the City's intake site, then transported to Winnipeg for disposal. Both these options are technically and operationally feasible with minor site improvements for a barge landing and use of existing railway rolling stock.

Any arrangement will require a formal agreement between the City and Shoal Lake No. 40, which would include establishment of rates and fees charged back to the community for service (such as tipping fees for garbage, volume rates for sewage discharged into our system, and recovery of transport costs).

This arrangement also depends on the First Nation's capacity to transport the septic truck and dumpsters to the City's Intake Facility. This will require either the acquisition of a barge for this purpose or the re-tasking of the Band's existing ferry.

FINANCIAL IMPACT

Financial Impact Statement **Date:** **November 27, 2012**

Project Name:

MUNICIPAL GARBAGE AND SEWAGE SERVICING FOR SHOAL LAKE NO.40 FIRST NATION

COMMENTS:

There is no financial impact associated with the recommendations in this report since the City of Winnipeg will fully recover the cost of providing municipal garbage and sewage servicing to Shoal Lake No. 40 First Nation.

"Original signed by M. L. Geer, C. A."
Moira L. Geer, C. A.
Manager of Finance and Administration

CONSULTATION

In preparing this report there was consultation with:

Legal Services

SUBMITTED BY

Department: Water and Waste
Division: Water Services
Prepared by: Tim Shanks, P. Eng.
Date: November 27, 2012
File No. 010-18-18-34-00

SCHEDULE "A"

PROPOSED TERMS AND CONDITIONS FOR A SERVICE-SHARING AGREEMENT BETWEEN THE CITY AND SHOAL LAKE NO. 40 FIRST NATION

City of Winnipeg Obligations:

- establish a suitable ferry (or barge) landing at an agreed-upon location on the Shoal Lake Intake Facility site;
- provide a mutually-agreed upon number of 4.6m3 municipal garbage containers on trailer(s) to the Shoal Lake Intake Facility site;
- at mutually-agreed upon times, receive and escort Shoal Lake No. 40's sewage septic truck between the ferry (or barge) landing to the sewage storage tank at the Shoal Lake Intake Facility site.

Shoal Lake No. 40 First Nation Obligations:

- at times coordinated with City of Winnipeg staff, deliver garbage to the ferry (or barge) landing using the municipal garbage containers supplied by the City;
- at times coordinated with City of Winnipeg staff, deliver sewage to the ferry (or barge) landing using a licensed sewage septic truck;
- comply with the City's Solid Waste By-law (110/2012) and Sewer By-law (92/2010) as amended or replaced from time to time, as applicable to the nature of solid and liquid waste delivered.

Fees and Charges:

To fully recover costs incurred by the City of Winnipeg, the City will charge, and the Shoal Lake No. 40 First Nation will pay, the following fees and charges:

- garbage container rental fee = $60.00 per container, per month
- small commercial collection fee as approved by City Council = $4.25 per m3
- trailer rental fee = $100 per trailer, per month
- sewer rate as approved by City Council = $2.10 per m3
- railway rolling stock and staff recovery charge = $2,640.00 per trip from the Shoal Lake Aqueduct Intake Facility to St. Boniface Terminal
- Any additional costs incurred by the City in the execution of this agreement
- Fees and charges would be adjusted annually to ensure full cost-recovery for the City of Winnipeg

Other Terms:

- billing will occur on a quarterly basis
- term of the agreement will be for one year
- termination by either party upon one month notice
- other terms and conditions deemed necessary by the City Solicitor to protect the interests of the City