Minutes – Executive Policy Committee – December 12, 2012

REPORTS

Minute No. 94 Service-Sharing Agreements with Neighbouring Municipalities

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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

1. That the Council decision of December 14, 2011 "Water and Sewer Service Sharing with Neighbouring Municipalities" be rescinded.

2. That the "Basic Terms of Service Sharing Agreements for the Provision of Sewer Services to Neighbouring Municipalities" (the "Terms") attached hereto as Schedule "A" be approved.

3. That the Chief Administrative Officer be authorized to negotiate and approve service-sharing agreements for the provision of sewer services in accordance with the Terms and such other terms and conditions deemed necessary by the Chief Administrative Officer and the Director of Legal Services and City Solicitor to protect the interests of the City of Winnipeg.

4. That the Winnipeg Public Service be directed to prepare a submission to the International Joint Commission ("IJC") requesting an expedited decision with respect to the provision of water services by the City to neighbouring municipalities, and that the Winnipeg Public Service report back to Council on the results and impact of such decision by the IJC.

5. That the Winnipeg Public Service approach other stakeholders, including the Government of Canada, the Province of Manitoba and neighbouring municipalities, to obtain support for the City's submission to the IJC and request for an expedited decision.

6. That Recommendation 4 of the Council decision of September 28, 2011 "New Capital Project – Water Feedermain and Wastewater Interceptor Sewer Extension to enable Servicing of CentrePort affiliated lands in the R.M. of Rosser" be deleted and replaced with the following:

    4. That funding for both projects be further conditional on execution of the following two (2) agreements:

A. a satisfactory service-sharing agreement between the City and the Rural Municipality of Rosser for the provision of sewer services; and

B. a satisfactory revenue sharing agreement between the City and the Rural Municipality of Rosser for capital cost recovery by the City through receipt of all incremental taxes generated in the area to be serviced;

and that the Chief Administrative Officer be delegated the authority to negotiate and approve the terms and conditions of such agreements.

7. That the City of Winnipeg enter into a contribution agreement with the Province of Manitoba for the construction of the water feedermain and wastewater interceptor sewer extension in accordance with the Council decision of September 28, 2011 as amended by Recommendation 6 hereof, and that the Chief Administrative Officer be delegated the authority to negotiate and approve the terms and conditions of such agreement.

8. 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: Service-Sharing with Neighbouring Municipalities

Critical Path: Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
K. Boryskavich	Michael Jack	M Ruta	D Joshi COO

RECOMMENDATIONS

1. That Council rescind its decision of December 14, 2011 "Water and Sewer Service Sharing with Neighbouring Municipalities.

2. That the "Basic Terms of Service Sharing Agreements for the Provision of Sewer Services to Neighbouring Municipalities" (the "Terms") attached hereto as Schedule "A" be approved.

3. That the Chief Administrative Officer be authorized to negotiate and approve service-sharing agreements for the provision of sewer services in accordance with the Terms and such other terms and conditions deemed necessary by the Chief Administrative Officer and the City Solicitor to protect the interests of the City.

4. That the Public Service be directed to prepare a submission to the International Joint Commission ("IJC") requesting an expedited decision with respect to the provision of water services by the City to neighbouring municipalities, and that the Public Service report back to Council on the results and impact of such decision by the IJC.

5. That the Public Service approach other stakeholders, including the Government of Canada, the Province of Manitoba and neighbouring municipalities, to obtain support for the City's submission to the IJC and request for an expedited decision.

6. That Recommendation 4 of the Council decision of September 28, 2011 "New Capital Project – Water Feedermain and Wastewater Interceptor Sewer Extension to enable Servicing of CentrePort affiliated lands in the R.M. of Rosser" (the "September 28, 2011 Council decision") be deleted and replaced with the following:

    4. That funding for both projects be further conditional on execution of the following two (2) agreements:

        A. a satisfactory service-sharing agreement between the City and the Rural Municipality of Rosser for the provision of sewer services; and

B. a satisfactory revenue sharing agreement between the City and the Rural Municipality of Rosser for capital cost recovery by the City through receipt of all incremental taxes generated in the area to be serviced;

and that the Chief Administrative Officer be delegated the authority to negotiate and approve the terms and conditions of such agreements.

7. That the City enter into a contribution agreement with the Province of Manitoba for the construction of the water feedermain and wastewater interceptor sewer extension in accordance with the September 28, 2011 Council decision as amended by Recommendation 6 hereof, and that the Chief Administrative Officer be delegated the authority to negotiate and approve the terms and conditions of such agreement.

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

REASON FOR THE REPORT

Council approval is required to:

- rescind or amend existing Council decisions
- authorize service sharing agreements and other contracts

IMPLICATIONS OF THE RECOMMENDATIONS

Adoption by Council of the recommendations would result in the City of Winnipeg proceeding with service sharing agreements for the provision of sewer services only, until such time as a decision from the IJC has been received with respect to the provision of water services by the City to neighbouring municipalities and the impact of such decision can be analyzed and reported back to Council.

HISTORY

In order to facilitate development of CentrePort, on September 28, 2011 Council approved two new capital projects for a water feedermain extension and a wastewater interceptor sewer extension in Inkster Boulevard. Funding for such projects was conditional on a satisfactory service sharing agreement being executed between the City of Winnipeg and the Rural Municipality of Rosser which includes capital cost recovery through incremental taxes generated.

On December 14, 2011, Council adopted the following recommendation:

1. That the Basic Terms for Service-Sharing Agreements for the Provision of Water and Sewer Services to Neighbouring Municipalities be approved, and the Chief Administrative Officer be authorized to negotiate service-sharing agreements in accordance with the “Service Sharing Policy” and “Basic Terms for Service Sharing Agreements for the Provision of Water and Sewer Services to Neighbouring Municipalities” (as outlined in the Attachment to the Public Service report), together with such other terms and conditions deemed necessary by the Chief Administrative Officer to meet the intent of the Service Sharing Agreements and to protect the interests of the City.

2. That the Chief Administrative Officer be delegated authority to finalize the service sharing agreement with the Rural Municipality of West St. Paul per the Basic Terms for Service Sharing Agreements as contained herein.
3. That all future negotiated service sharing agreements or amended service sharing agreements be approved by City Council.

Subsequently, the Public Service has entered into negotiations with certain capital region municipalities, including the Rural Municipalities of West St. Paul and Rosser, for the provision of water and sewer services. In the course of such negotiations, the following issues have arisen which have resulted in the Public Service recommendations contained in this report:

- First, the City of Winnipeg withdraws water for its needs from Shoal Lake pursuant to an Order dated January 14, 1914 from the International Joint Commission (IJC). Authorization from the IJC is necessary because Shoal Lake spans the international border between Canada and the United States. The IJC has recently communicated with the City of Winnipeg, highlighting certain issues regarding the City's plans to enter into service sharing agreements for the provision of water services to neighbouring municipalities that require further dialogue between the City and the IJC.

- In addition, the City has been served with a Notice of Application by Iskatewizaagegan Independent (Shoal Lake #39) First Nation challenging the December 14, 2011 Council decision, and has also been served with a request from Shoal Lake #40 First Nation to be added as a party to the litigation.

FINANCIAL IMPACT

Financial Impact Statement

Date: November 26, 2012

Project Name: Service-Sharing with Neighbouring Municipalities

First Year of Program

	2012	2013	2014	2015	2016
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	-	-	-	-	-
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: There is no financial impact associated with the recommendation to establish policy. The financial impact of each arrangement will vary but in general the City anticipates the impact to be positive in respect of City operations.

Radhika Abeysekera
Manager of Finance - Campus Departments
Corporate Finance Department

CONSULTATION

In preparing this report there was consultation with:

Corporate Finance
Water and Waste
Planning, Property & Development
Office of the CAO

SUBMITTED BY

Department: Legal Services
Prepared by: K. Boryskavich
Date: December 10, 2012
File No.

SCHEDULE "A"

November 22, 2012

Service Sharing Policy

Consistent with Council's 2005 motion on service sharing opportunities as well as OurWinnipeg's Capital Region Direction 3 relating to "Capital Region Municipalities interested in Service Sharing", any agreement on service sharing should be consistent with the following five principles:

1) Are government to government;
2) Are consistent with the City's existing and future capacity to provide the service;
3) Are founded on a strong business case to ensure the efficient delivery of the service in the region;
4) Incorporate a joint planning agreement to manage development and related environmental concerns;
5) Include a provision for revenue sharing so that both the City and the partnering municipality share the costs and benefits associated with the delivery of services.

November 24, 2011

Basic Terms
for Service Sharing Agreements for the Provision of Sewer Services to Neighbouring Municipalities

These basic terms are intended to provide Council direction to the City of Winnipeg's Chief Administrative Officer (CAO) regarding entering into an agreement with a neighbouring municipality for the provision of sewer services by the City of Winnipeg to a neighbouring municipality.

Any agreement should have provisions relating to three components:

A) sewer charge

B) revenue sharing

C) joint planning

A) Sewer Charge

The City of Winnipeg would provide sewer services to the boundary of the City and the neighbouring municipality. Any extension of the City's infrastructure piping to the City boundary within the City would be paid for by the neighbouring municipality based on their share of benefit – from 100% to a lesser portion. As well, the neighbouring municipality would be responsible for costs associated with the distribution / collection infrastructure within their municipality as well as any billing function (charging the end user). Extending services to neighbouring municipalities would use up some of the City's sewer utility surplus capacity. There would be the following two aspects for charging for sewer services which would apply to both existing and new development:

Volume Rate User Fee

The charge for sewer service would be set at the same rate as the standard rates within the City of Winnipeg, specifically 100% of the sewer rate as adopted by City of Winnipeg Council annually. The intent is to charge the same rate paid by a typical Winnipeg homeowner, charged by metering of volume and the standard sewer rate

Utility Buy-in Charges

A one-time up front utility buy-in charges would also be levied. The basis for the utility buy-in charges would be the meter equivalency for the sewer system hydraulic capacity ratio – thus charged based on meter size. The municipality would be required to provide property information including the size of the meter servicing the building.

The utility buy-in charge applies to all existing and new properties (residential, commercial or other) with sewer service. For 2012 the charge amounts rounded to the nearest hundred dollars would be follows:

For 5/8 inch meter size for sewer service: $1,900	For 3/4 inch meter size for sewer service: $2,900
For 1 inch meter size for sewer service: $4,800	For 1.5 inch meter size for sewer service: $9,600
For 2 inch meter size for sewer service: $15,300	For 3 inch meter size for sewer service: $28,700

The actual charged amount would be calculated annually following recommended industry practice. The revenue from the volume rate fee and the utility buy-in charges would be retained by the City of Winnipeg sewer utility.

B) Revenue Sharing

The service sharing agreement would have a revenue sharing component which would also include two aspects, a one-time charge and an on-going continuous component. The one-time charge would apply only to new development.

One-time Charge
All new development would be charged a one-time up front charge as follows (for 2012):

For new residential properties: $3,000 per dwelling unit.

For new commercial, industrial and other properties, the developed assessed market values (land and building) would be used as a proxy to categorize size of development. The one-time charge will be $3,000 for each $500,000 of developed assessed market value.

$0 to $500,000	$3,000
$500,001 to $1,000,000:	$6,000
$1,000,001 to $1,500,000:	$9,000
$1,500,001 to $2,000,000:	$12,000
Continuing at $3,000 for each $500,000	

The actual one-time charge factor amount, the $3,000, would be adjusted annually by inflation and rounded to nearest 10 dollars.

On-going Annual Participation Fee
For residential properties, the on-going fee would be $200 per dwelling unit and for commercial, industrial and other properties, $200 for each $500,000 of developed assessed market value. The $200 would be adjusted annually by inflation. The fee would apply to both existing and new development which is serviced by the City of Winnipeg's sewer services.

The revenue sharing from these two revenue streams would be allocated to the City of Winnipeg regional roads capital budget.

C) Joint Planning Provision

Joint Planning Provisions managing development and related environmental concerns will be incorporated into all service sharing agreements where appropriate:

- Reinforce collaboration on orderly development including growth management within each jurisdiction.
- Where appropriate, support the creation of inter-municipal development areas that are compatible with each other, well planned and function in an efficient manner.
- Formally recognize the land use interaction created as a result of the sharing of services.
- Reduce land use conflicts between municipalities through a collaborative planning process.
- Refer to the common vision statements of *'OurWinnipeg'* and its supporting Direction Strategies as well as the *'Regional Vision Framework'* to help guide regional planning projects and initiatives

The following aspects would also be addressed:

1) The participating municipalities would enter into a collaborative planning process identifying and governing the future development of the key Planning Areas in the partnering municipality that will benefit from the extension of City services and where the future development is of mutual interest. No Development Plan Amendments, Re-zonings, Subdivisions, Building Permits, Topsoil Removal or development of any kind shall take place within these designated areas without a formal inter-municipal agreement in place guiding the future development of the lands in question.
2) A statement, forming a provision in the agreement, describing Joint Development Areas to be collaboratively planned defining future development, agreed-upon land use compatibility and standards for residential, commercial, industrial or recreational use of land being serviced by the City of Winnipeg.
3) The neighbouring municipality would be requested to provide confirmation that the proposed development is consistent with their development plan.
4) A statement, in the form of a provision in the agreement, identifying the scope of development that will be serviced within the defined geographic area. For example, the agreement may state that the City will provide ‘sewer’ services for ‘x units’ within a given geographic area.
5) In the interests of establishing inter-municipal linkages, that consideration be given to retaining public reserve lands that link active transportation right-of-ways in both municipalities.

6) Agreement that the provisions contained in the service sharing agreement would only apply to the agreement. Any additional servicing expectations will require a more in-depth planning process resulting in the successful negotiation of an Inter-municipal Area Plan.

Additional Provisions

The agreement would also include the following provisions:

- Length of the agreement: 20 years with automatic 5 year renewals
- A cancelation provision: termination by either party upon 3 years notice
- Other terms and conditions deemed necessary by the City's Chief Administrative Officer and the City Solicitor to protect the interests of the City.

All rates and charges shown in this report and appendices are 2012 dollar amounts. Future rates, charges and provisions will increase annually.