Agenda – Council – July 17, 2013

Report – Executive Policy Committee – July 10, 2013

Item No. 3 Provision of Sewer Services – Manitoba Hydro Riel Converter Station

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 10, 2013, the Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and submitted the following to Council:

1. That the City provide wastewater services to Manitoba Hydro's Riel Converter Station in accordance with the terms and conditions set out in the attached Report.

2. That the City enter into a servicing agreement with Manitoba Hydro and such other agreements as determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing.

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Servicing Agreement and such other agreements as determined necessary by the Director of Legal Services and City Solicitor in accordance with the terms and conditions set forth in the foregoing recommendations and such other terms and conditions deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.

4. That the Proper Officers of the City do all things necessary to implement the intent of the foregoing.

Report – Executive Policy Committee – July 10, 2013

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 10, 2013, the Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and submitted the matter to Council.

ADMINISTRATIVE REPORT

Title: **PROVISION OF SEWER SERVICES FOR THE MANITOBA HYDRO RIEL CONVERTER STATION**

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

AUTHORIZATION

Author	Department Head	CFO	CAO
Geoff Patton, P. Eng. Manager of Engineering Services	D. P. Sacher, P. Eng. Director of Water and Waste	N/A	D. Joshi

RECOMMENDATIONS

1. That the City provide wastewater services to Manitoba Hydro's Riel Converter Station in accordance with the terms and conditions set out in the Report,

2. That the City enter into a servicing agreement with Manitoba Hydro and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing,

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Servicing Agreement and such other agreements as determined necessary by the City Solicitor/Director of Legal Services, in accordance with the terms and conditions set forth in the foregoing recommendations and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

4. That the proper officers of the City do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

This service agreement requires City Council approval.

IMPLICATIONS OF THE RECOMMENDATIONS

The City of Winnipeg would provide sewage collection and treatment services and provide the necessary upgrades, repairs or maintenance to the sewer infrastructure on the City's property.

Manitoba Hydro would pay the current sewer rate and pay for all the costs of installing, maintaining, upgrading, and repairing the required sewer infrastructure.

The financial implication to the City of Winnipeg is cost neutral.

HISTORY

A letter from the former President of Manitoba Hydro, Bob Brennan, dated March 12, 2009, was sent to the City requesting water (domestic and fire supply) and sewer services for the Riel Station.

Riel Station is a sectionalization project on the part of Manitoba Hydro to improve power reliability and link future transmission upgrades, and will be constructed in phases over a number of years starting March 2013.

Initial site development will requires sewer services for staff and contractors. Future phase will require sewer services to support a facility of approximately 30 staff.

It would be difficult to provide sewer servicing to the Riel Station except through the Deacon Reservoir site. Sewage from the drinking water treatment plant is presently conveyed to the City of Winnipeg's sewage collection system via a force main which could accommodate sewage from the adjacent Riel Hydro Station site.

On February 24, 2010, Council concurred with the recommendation of the Executive Policy Committee that

- The Water and Waste Department be granted permission to negotiate a Servicing Agreement with Manitoba Hydro for the provision of water and sewer services to the Riel Station site.
- The Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

The Water and Waste Department has been in negotiations with Manitoba Hydro for the provision of water and sewer services to the Riel Converter Station which is currently under construction. However, at this time, approval is only being sought to enter into an agreement for the provision of sewer services.

Adoption of the recommendations in this report by Council would allow the Chief Administrative Officer to finalize and approve the terms of a servicing agreement between the City and Manitoba Hydro for the supply of sewer services to Riel Converter Station. Under the servicing agreement:

The City of Winnipeg would:

- Provide sewage collection from Manitoba Hydro's Riel Converter Station to the sewage lift station at Winnipeg's drinking water treatment plant. The sewage would be conveyed from the drinking water treatment plant to the North End Water Pollution Control Centre (sewage treatment plant), and
- Carry out necessary upgrades, repairs or maintenance to the sewer infrastructure on the City's property while Hydro would pay the costs. The reason the City would carry out the necessary upgrades, repairs or maintenance is due to the critical nature of the existing infrastructure at the drinking water treatment plant site.

Manitoba Hydro would:

- pay the current sewer rates, and
- pay for all the costs of installing, maintaining, upgrading, and repairing the required sewer infrastructure.

The term of the agreement would be indefinite. The agreement could be terminated:

- by either party with a year's notice without cause,
- with 90 days' notice for a contravention of the agreement.

FINANCIAL IMPACT

Financial Impact Statement **Date:** 21-Jun-13

Project Name:

PROVISION OF SEWER SERVICES FOR THE MANITOBA HYDRO RIEL CONVERTER STATION

COMMENTS:

There is no financial impact with the recommendations of this report as the sewage discharged and associated revenues will be immaterial.

(Original signed by M. L. Geer)

js
21-Jun-13

Moira L. Geer, C. A.
Manager of Finance and Administration

CONSULTATION

In preparing this report there was consultation with:

Legal Services

SUBMITTED BY

Water and Waste Department
Engineering Division
Prepared by: Remi Adedapo, P. Eng.
Date: June 24, 2013
File No. W-697

c: Director of Legal Services/City Solicitor, Legal Services Department (email**)**
J. Smalley, C.E.T., Water and Waste Department (email)
L. Toews, Water and Waste Department (email)
H. Dick, Solicitor, Legal Services Department (email)