

Agenda Item # Page #

--	--

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON APRIL 2, 2012
FROM:	JOHN BRAAM, P. ENG. ACTING EXECUTIVE DIRECTOR AND CITY ENGINEER PLANNING, ENVIRONMENTAL AND ENGINEERING SERVICES
SUBJECT:	SANITARY SERVICING AGREEMENT WITH LONDON DISTRICT CATHOLIC SCHOOL BOARD

RECOMMENDATION

That, on the recommendation of the Acting Executive Director and City Engineer, Planning, Environmental and Engineering Services, the following actions **BE TAKEN** with respect to the sanitary servicing for the Regina Mundi College and Catholic Education Centre, Municipal Numbers 5200 and 5250 Wellington Road South, London, Ontario, N6A 4X5:

- a) The attached Partnership Agreement between the Corporation of the City of London and London District Catholic School Board for sanitary servicing, **BE APPROVED**; and,
- b) The Mayor and City Clerk **BE AUTHORIZED** to execute this Agreement or other documents, if required, to fulfill this Partnership Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

2006-07-16 ETC. Water and Wastewater Servicing Agreement with London District Catholic School Board. Agenda Item #8.

2004-03-29 ETC. Principles for Extension of Water and/or Sanitary Servicing to Areas Within the City of London. Agenda Item #16.

BACKGROUND

Purpose:

To recommend for approval the attached Partnership Agreement that would allow the London District Catholic School Board (Board) to contribute to the cost of the City's 2011 W12A Landfill Leachate Pre-Treatment Pumping Station and Forcemain project in return for two connections to the municipal sanitary system.

Context:

Regina Mundi College and the Catholic Education Centre are located on Wellington Road South, outside of the Urban Growth Boundary (Appendix "A" - Location map). Both properties are currently utilizing a holding tank to store sanitary wastewater flows and are then hauling the wastewater to an offsite location for treatment.

In 2006, City Council approved to extend water servicing to the Board's two properties with the understanding that a sanitary servicing outlet would be provided in the short term by means of the City's leachate forcemain project. In 2011, the leachate forcemain was constructed from the W12A landfill site, along Manning Drive, to Wellington Road South, northerly on Wellington Road South past the Board's properties to Dingman Drive, with an outlet to a 300mm gravity sewer within the easement located on 3182 Dingman Drive. During this project, the City installed two tie-in air release and vacuum relief chambers as part of the forcemain in anticipation of providing two sanitary service connections to the Board's buildings.

The primary purpose of the forcemain is to transfer the leachate from the W12A landfill to the sanitary sewer system to eliminate the City's expense of hauling the flows to the Dingman Pump Station waste facility by truck. The forcemain is a pressurized sewer; therefore, any connection

Agenda Item #	Page #

to this system requires a non-standard servicing connection. The consulting engineer, AECOM and PEESD have worked with the Board to clarify the requirements of this connection.

Discussion:

The City's forcemain project was funded through the Capital Works budget. The cost of the entire leachate forcemain project, including the leachate pumping station was \$4,175,987. AECOM assessed the Board's contribution to this project to be \$414,118 including HST at the City's rate of 1.76% (\$353,062 for construction work and \$61,056 for engineering).

The Board has agreed to contribute its portion of the sanitary servicing cost. The attached Partnership Agreement reflects the terms and conditions for the City to provide municipal sanitary servicing to the property line (Appendix "B"). As with all properties in the City, the Board is responsible for all private site costs to connect to the municipal system.

Conclusions:

PEESD recommends proceeding with the Partnership Agreement with the Board to allow the two buildings to obtain sanitary servicing.

Acknowledgements:

This report was prepared within the Wastewater and Drainage Engineering Division by Shawna Milanovic, P.Eng., Environmental Services Engineer. The proposed Partnership Agreement has been reviewed by the City Solicitor's Office.

SUBMITTED BY:	RECOMMENDED BY:
TOM COPELAND, P. ENG. DIVISION MANAGER WASTEWATER AND DRAINAGE ENGINEERING	JOHN BRAAM, P.ENG. ACTING EXECUTIVE DIRECTOR AND CITY ENGINEER PLANNING, ENVIRONMENTAL AND ENGINEERING SERVICES

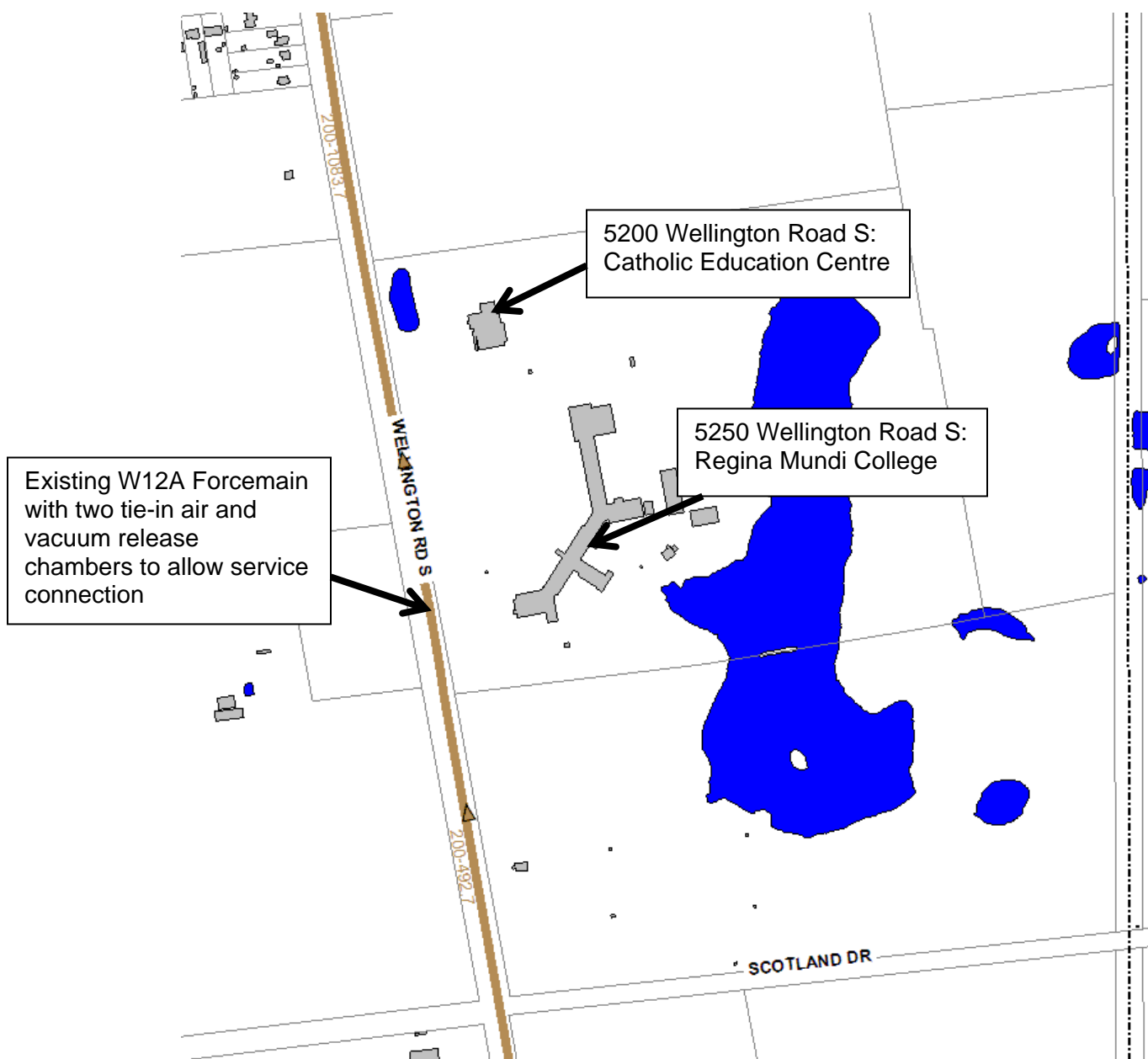
March 27, 2012

Attach: Appendix "A" – Location Map
Appendix "B" – Partnership Agreement

c.c. S. Milanovic, D. Munteer, R. Todd, W. Abbott, R. Welker

Agenda Item #	Page #

APPENDIX "A" – Location Map



Agenda Item #	Page #

APPENDIX "B"

THIS PARTNERSHIP AGREEMENT made this _____ day of _____, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the City")
OF THE FIRST PART

AND

LONDON DISTRICT CATHOLIC SCHOOL BOARD
(hereinafter called the "Board ")
OF THE SECOND PART

WHEREAS the W12A Landfill Leachate Pre-Treatment Pumping Station and Forcemain (ES5143, Tender no. 11-18) (hereinafter called "the Project") will be constructed by the City;

AND WHEREAS the Board has requested permission to connect its facilities to the Project upon completion;

AND WHEREAS the City has consented to the Board's request, upon the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein, and the sum of two (\$2.00) dollars of lawful money of Canada now paid by the Board to the City (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. CONSTRUCTION OF WORKS

- a) The City agrees to complete the design, construction, and commissioning of a leachate forcemain on Wellington Road South from 5250 Wellington Road South to Dingman Drive, on Dingman Drive from Wellington Road South to the municipal easement on 3182 Dingman Drive, and a gravity sewer within the municipal easement on 3182 Dingman Drive to the existing 525mm diameter sanitary sewer outlet, including full restoration and two tie-in air release and vacuum relief chambers to service the Board (the "Works").
- b) The Board agrees to connect to the Works for purposes of providing sanitary sewage servicing to the Catholic Education Centre and to Regina Mundi College located within Plan 33R8187, Part 1, also known as Municipal Number 5200 and 5250 Wellington Road South (the "Lands").
- c) The Board agrees to isolate its sanitary sewage pumping systems from the Works, by the provision of an intermediate equalization holding tank and appropriate back flow prevention devices in advance of each connection to the municipal Works. The Board agrees to operate and maintain the devices and their system at both connection locations.
- d) The Board shall submit for review, the design of the two sanitary sewage pumping systems and connections to the Works that is sealed by a Professional Engineer, to the satisfaction of the City Engineer.
- e) The Board acknowledges that if a power failure occurs, the Board may be unable to pump flows into the Works, even if the Board's systems are on standby power. The Board shall submit a contingency plan to dispose of the sewage from the Lands in the event that the discharge location to the municipal system is not available, to the satisfaction of the City Engineer.

Agenda Item #	Page #

- f) The maximum total allowable flow from the Lands to the Works will not exceed 5 L/s, unless permission is granted by the City. The Board's design will be completed such that 5 L/s is not exceeded when its two private facilities are pumping at the same time.
- g) The Board's design shall ensure that all solids within the wastewater generated from the Lands are contained within the Board's pumping station system(s) prior to discharging to the Works, to the satisfaction of the City Engineer.
- h) In the event that basement(s) are planned on the site, the Board is advised to provide basement flooding protection from any possible backflow in the sanitary system.
- i) The City shall not be held responsible for the failure or malfunction of the sanitary sewage pumping systems servicing the Lands that are commissioned, maintained, and operated by the Board.
- j) The Board recognizes that the connection to the Works is a non-standard practice. The Board assumes all risk for damages to its property that may result from a failure of the Board's systems and/or the Works, including but not limited to a backup of the municipal leachate flows within buildings situated on the Lands. The Board shall designate an emergency contact that is available 24 hours a day.
- k) When municipal gravity sanitary sewers are available to serve this site, the Board shall connect into the gravity municipal sanitary sewers, to the satisfaction of the City Engineer, at no cost to the City.

2. COST CONTRIBUTIONS AND INTEREST CHARGES

- a) The City shall front-end finance the cost of construction of the Project, including the two tie-in air release and vacuum relief chambers to the Board's property line. The Tendered costs for the Project in the City's Right-of-Way are \$4,175,987 which includes all construction work (permits, materials, labour, equipment rental, sub-contracted work, temporary works for traffic control, as required). The cost for engineering of the forcemain component (design of works, approvals, construction administration) is \$500,000.
- b) The Board shall share in the cost of the Project based on the percentage of flow contributing to the Project. The Board's contribution is estimated to be \$414,118 including HST (\$353,062 for construction work and \$61,056 for engineering). Payment of the Board's contribution shall be due sixty (60) days following commissioning of the Project.
- c) The Board shall be responsible to pay monthly sewage use charges as set out in the applicable City by-laws at the prevailing Institutional rate, as it may be amended from time to time.

3. GENERAL

- a) The City may withdraw from this Agreement without penalty for any reason at any time prior to the commencement of provision of sanitary servicing to the Board by providing notice in writing to the Board sixty (60) days in advance of such withdrawal. The written notice shall include the reason(s) for withdrawal, which may include any irresolvable issue such as the inability to resolve technical issues, or approvals from external agencies such as the Ministry of the Environment, or the failure of negotiations to establish the final cost of the works.
- b) If the Board undertakes work on lands or easements owned by the City, such work and all incidental matters shall be undertaken at the sole risk and expense of the Board and completed to the satisfaction of the City Engineer.
- c) The Board shall not assign this Agreement in whole or in part without the written consent of the City.

Agenda Item #	Page #

- d) The Board shall indemnify and save the City and any of its officers or servants or agents harmless from and against all actions, suits, claims, and demands which may be brought against or made upon the City or any of its officers or servants or agents and from all loss, costs, damages, and expenses which may be paid, sustained or incurred by the City and any of its officers or servants or agents in consequence of the construction, operation and maintenance of any works on Board property.
- e) Throughout the term of this Agreement, the Board agrees to obtain and maintain at its own expense general liability insurance for legal liability arising out of bodily injury, including death, or property damage covering all its operations and maintenance of the said lands in an amount not less than Two Million (\$2,000,000.00) dollars subject to a deductible usual to a corporation of its size.
- f) Words importing the singular only shall include the plural; words importing the masculine only shall include the female, and words importing a person shall include corporation.

This Agreement shall be binding upon and shall ensure to the benefit of the parties and their respective successors and assignees.

IN WITNESS WHEREOF the parties have executed this agreement as evidenced by the authorized signing officers thereof.

THE CORPORATION OF THE CITY OF LONDON

Joseph Fontana, Mayor

Cathy Saunders, City Clerk

LONDON DISTRICT CATHOLIC SCHOOL BOARD

I/We have the authority to bind the Board