

ITEM	9
MANAGER'S REPORT NO.	21
COUNCIL MEETING	Apr. 5/76

Re: AGREEMENT WITH THE CITY OF VANCOUVER FOR SERVICES INVOLVING THE WET TAPPING OF MAINS

Following is a report from the Municipal Engineer regarding a proposed agreement under which the city of Vancouver would provide the Municipality with wet tapping services when required at cost.

The special machine that is the subject of this report is used to make a connection to a main without having to turn off the main and thereby deprive consumers of their water supply. The City of Vancouver has been providing us with this service since as far back as 1946.

In order to protect the Municipality in event of a claim, arrangements are being made to have the City of Vancouver added to the Municipal liability policy as it relates to the wet tapping of mains.

The City of Vancouver wet tapped 57 mains for us in 1975. Five mains have been tapped to date in 1976, and five more have been scheduled to be done immediately upon execution of the subject agreement.

RECOMMENDATIONS:

1. THAT authority be given to execute the subject agreement on behalf of the Municipality.

* * * * *

TO: MUNICIPAL MANAGER 1 APRIL, 1976
FROM: MUNICIPAL ENGINEER
RE: WET TAPPING OF MAINS - AGREEMENT WITH CITY OF VANCOUVER

For a number of years now we have been enjoying excellent cooperation with the City of Vancouver Waterworks Department in the use of their wet tapping machine and crew. The City of Vancouver carry this work out for Burnaby on demand and the approximate cost of each tapping is \$294. To buy a tapping machine with all necessary fittings would cost \$25,000 and the cost of buying the tapping sleeve would be \$304. The City of Vancouver manufactures their own tapping sleeves and the cost of the tapping sleeve is included in the sum of \$294. Having looked into the matter of buying all the necessary equipment, we have concluded it is not economically viable since we are receiving the service from the City of Vancouver at cost.

The City of Vancouver has advised us that, because of a recent incident which happened in Eastern Canada involving considerable and expensive litigation, they wish to have a formal agreement with the Corporation of Burnaby which would indemnify and save them harmless from all claims, etc. The City Engineer has sent us a copy of this agreement and it has been forwarded to the Corporation Solicitor.

In view of the excellent service that we have enjoyed in using the City of Vancouver's equipment and considering the capital costs, etc., of doing the work ourselves, we would recommend that Council resolve to execute the agreement so that work may proceed in various locations where operations have been seriously delayed by the lack of a wet tapping machine.

RECOMMENDATION:

THAT Council resolve to execute the attached agreement.

MR:wlh
Atch.

Franklin Ross
MUNICIPAL ENGINEER

ITEM	9
MANAGER'S REPORT NO.	21
COUNCIL MEETING	Apr. 5/76

A G R E E M E N T

The _____ day of _____, A.D. 1976.

WHEREAS the _____ desires to use the services of the City of Vancouver's "under pressure drilling team and equipment" for certain undertakings using the said special team and equipment;

AND WHEREAS the City of Vancouver is agreeable to providing the aforesaid special team and equipment at a time and place convenient to the City of Vancouver;

NOW THEREFORE the _____ hereby agrees to pay to the City of Vancouver the cost of operation of the said special team and equipment, and other costs incidental to providing the aforesaid service to the _____ upon receiving an invoice for such costs;

AND the _____ further covenants to indemnify and save harmless the City of Vancouver, its servants, agents and special team from all claims, demands, suits and judgments against the City of Vancouver, in respect of the use or operation of the equipment, or in respect of any matter or thing done, omitted, or suffered to be done by the City of Vancouver, its servants, agents or special team, whether or not any act or omission of the City of Vancouver, its servants, agents or special team may be found to be negligent;

PROVIDED, HOWEVER, that the City of Vancouver is under no obligation to provide the service aforesaid if, in its sole opinion, it is unable or unwilling to provide the service at the agreed time or at any time.

IN WITNESS WHEREOF the Corporate Seal of _____ was affixed under the hands of _____ its proper officers duly authorized in that behalf as of the day and year first above written.

SEALED with the Corporate Seal of the _____

and signed by: _____

R E S O L U T I O N

ITEM	9
MANAGER'S REPORT NO.	21
COUNCIL MEETING	Apr. 5/76

MOVED BY ALDERMAN _____

SECONDED BY ALDERMAN _____

WHEREAS the _____
desires to use the services of the City of Vancouver's "under
pressure drilling team" for certain undertakings using the said
special team and equipment;

AND WHEREAS the City of Vancouver requires a condition
of such use that the _____
enter into an agreement in the form presented to the meeting and
initialled by the City Clerk.

BE IT RESOLVED that the _____
enter into an agreement in the form as described above, and that
the agreement be signed by _____ and
_____, and the Corporate Seal of the
_____ be affixed thereto.