Minute No. 558
Report - Standing Policy Committee on Property and Development – September 8, 2009

Item No. 12 **Encroachment Agreement - Sherbrook Street Right-of-Way between Wolseley Avenue and Westminster Avenue – 5071321 Manitoba Ltd. (Fort Rouge-East Fort Garry Ward)**
eFile ED(32)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That the Encroachment Agreement in favour of 5071321 Manitoba Ltd. be approved in accordance with the terms and conditions contained in the report of the Winnipeg Public Service dated August 12, 2009.

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

Report - Standing Policy Committee on Property and Development - September 8, 2009

DECISION MAKING HISTORY:

Moved by Councillor Fielding,

That the recommendation of the Standing Policy Committee on Property and Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On September 23, 2009, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On September 8, 2009, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

ISSUE: **Proposed Encroachment Agreement to Permit the Development and Maintenance of a Wheelchair Ramp Encroaching onto the Sherbrook Street Right-of-Way between Wolseley Avenue and Westminster Avenue – 5071321 Manitoba Ltd.**

Critical Path: **Standing Policy Committee on Property and Development, Executive Policy Committee, Council**

AUTHORIZATION

In accordance with the Council Order of July 18, 1979, the Standing Policy Committee on Property and Development shall authorize the leasing or rental of the City properties for which the Director of Planning, Property and Development Department has no authority. In this regard, the Planning, Property and Development Department has negotiated proposed terms and conditions of an Encroachment Agreement, in favour of 5071321 Manitoba Ltd., for development and maintenance of a wheelchair ramp located within the Sherbrook Street Right-of-Way between Wolseley Avenue and Westminster Avenue

This report seeks the Committee's approval of the Encroachment Agreement as negotiated.

Author	Department Head	CFO	CAO
Ray Klassen	Deepak Joshi	N/A	P. Sheegl Deputy CAO

RECOMMENDATIONS

1. That the proposed Encroachment Agreement in favour of 5071321 Manitoba Ltd. be approved in accordance with the proposed terms and conditions as attached.

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

IMPLICATIONS OF THE RECOMMENDATIONS

- The Department determined that there are no general policy, regulatory, environmental, human resource or financial implications to the Encroachment Agreement of this land as outlined in the attached Miscellaneous Plan No. 13573/1.

- 5071321 Manitoba Inc. wishes to enter into an Encroachment Agreement for the development and maintenance of a wheelchair ramp within the Sherbrook Street Right-of-Way.

HISTORY

- 5071321 Manitoba Ltd. submitted an encroachment application to the City's Zoning and Permits Branch for the development and maintenance of a wheelchair ramp located at 80 Sherbrook, encroaching onto the Street Right-of-Way between Wolseley Avenue and Westminster Avenue.

- The application was circulated to various City departments and public utilities for consideration and comments. No objections were received for the development and maintenance of the wheelchair ramp.

- The Planning, Property and Development Department has negotiated proposed terms and conditions of an Encroachment Agreement in favour of 5071321 Manitoba Ltd. to develop and maintain a wheelchair ramp adjoining 80 Sherbrook Street.

- The Public Works Department has no objection to the proposed encroachment, subject to the conditions as noted on Schedule "A".

- The Corporate Finance Department, Risk Management Branch, reviewed the insurance requirements for this proposed encroachment and their comments have been incorporated into the proposed terms and conditions.

- This report seeks approval of the Encroachment Agreement as negotiated.

FINANCIAL IMPACT

Financial Impact Statement Date: August 20, 2009

Project Name:

Proposed Encroachment Agreement to Permit the Development and Maintenance of a Wheelchair Ramp Encroaching onto the Sherbrook Street Right-of-Way between Wolseley Avenue and Westminster Avenue - 5071321 Manitoba Ltd.

COMMENTS:

There are no financial implications associated with this report's recommendations.

"Original signed by Karen Ayotte" on behalf of
Mike McGinn
Manager of Finance & Administration

CONSULTATION

In preparing this Report there was consultation with:
Corporate Finance Department
Corporate Support Services Department Legal Services as to legal issues
Public Works Department

SUBMITTED BY

Department	Planning, Property and Development
Division	Real Estate
Prepared by	Maxine Clayton
Date:	August 24, 2009
File No.	8867

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SCAN1523_000.pdf

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR ENCROACHMENT AGREEMENT TO PERMIT THE DEVELOPMENT AND MAINTENANCE OF A WHEELCHAIR RAMP ENCROACHING ONTO THE SHERBROOK STREET RIGHT-OF-WAY BETWEEN WOLSELEY AVENUE AND WESTMINSTER AVENUE – 5071321 MANITOBA LTD.

Use:	Development and Maintenance of a wheelchair ramp
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 13573/1 attached.
Term:	Annual Continuing, commencing October 1, 2009.
Rental:	$90.00 per annum, plus GST, computed on the basis of the fees outlined in the City of Winnipeg encroachment By-Law No. 692/74 and amendments thereto, in event that the By-law is amended changing the fees charged for encroachments the rental paid under this agreement shall be adjusted accordingly, plus an initial administrative fee of $250.00 plus GST.
Insurance:	**Phase 1 – Construction and Development**: The Developer (5071321 Manitoba Ltd.) shall ensure that any contractor and sub-contractor hired to perform Work shall provide and maintain the following insurance coverage: • Commercial general liability insurance in the amount of at least two million dollars ($2,000,000) inclusive, with The City of Winnipeg and the Developer (5071321 Manitoba Ltd.) to be added as an additional insured, cross liability clause, contractual liability, unlicensed motor vehicle ability, non-owned automobile and products and completed operations cover to remain in place at all times during the performance of the Work; • Automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least $2,000,000 to be in place at all times during the performance of the Work;

- Deductibles shall be borne by the Contractor;

- The Contractor shall provide the City with a certificate of insurance of each policy, in a form satisfactory to the City of Winnipeg at least 2 business days prior to the commencement of any Work on the Site;

- The Contractor shall provide the City with a certificate of insurance of each policy to lapse without providing at least 15 day calendar days written notice;

- Any certificates of insurance should be sent to: The City of Winnipeg, Risk Management Division, 3rd Floor, 185 King Street, Winnipeg, MB R3B 1J1. Attention: E. Martin, Supervisor of Insurance and Risk Financing Phone: 986-5252 Fax 986-6132 Email: emartin@winnipeg.ca

Phase 2 – Maintenance and Operation

- During the maintenance and operation phase (after construction) the Developer shall provide and maintain the following insurance coverage:

- Commercial general liability insurance, in an amount of at least $2,000,000 inclusive, such liability policy to add The City of Winnipeg as an additional insured, cross liability clause, provision to provide 15 days written notice of termination/cancellation;

- All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

- Deductibles shall be borne by the Developer;

- The Developer shall file with the City an annual certificate of insurance in a form satisfactory to the City Solicitor;

- The City shall have the rights to alter the limits and/or coverages as reasonably required from time to time during the continuance of the encroachment agreement and any subsequent renewal thereof; provided that the City shall give the Lessee reasonable notice and request reasonable change;

Cancellation:	Ninety (90) days written notice.
Conditions:	That the approval of this application by the Designated Officer – Encroachments is only valid for a period of six (6) months from the date of said approval unless the applicant enters into an Encroachment Agreement with the City of Winnipeg within the stated time frame, or alternatively obtain an extension of time from the Designated Officer – Encroachments; That all utilities be permitted to enter the area for maintenance, repair or installation of services at anytime without notice to the applicant and that any removal or relocation of existing facilities as a result of the proposed application will be at the expense of the applicant and that prior to any digging or excavation, Manitoba Hydro and Centra Gas Manitoba Inc. advise the applicant contact the Call-Before-You-Dig line at 480-1212; That extreme caution be used when excavating in the vicinity of MTS buried plant and that the applicant contact the Buried Plant Location Services at 941-7267, 48 hours prior to excavation for further confirmation in the field; A walkable tree grate will be required for the existing tree in front of the building entrance to the satisfaction of the Universal Design Coordinator. The applicant's sketch plan shows a second tree located south of the building entrance. It is noted that no tree was observed at this location during Public Works' field observation. Should a tree be proposed at this location, a walkable tree grate would be required; A minimum 1.8 m (6') clearance is required between the ramp and all other sidewalk/boulevard obstructions to facilitate pedestrian passage and snow clearing operations; The encroaching side of the proposed ramp shall be cast in place concrete curb to ensure any minor contact with snow removal equipment will not cause severe damage to the ramp. The applicant may contact Mr. Terry Danter, 986-7509, from the Streets Maintenance Division for specifications. The proposed ramp must be in compliance with the Manitoba Building Code;

It is noted that adjustment of the existing fencing along the private parking lot south of the building at 80 Sherbrook Street may be required to accommodate the proposed ramp.

That the ramp be built according to the revisions made, by the Plan Examination Branch, on the original drawing;

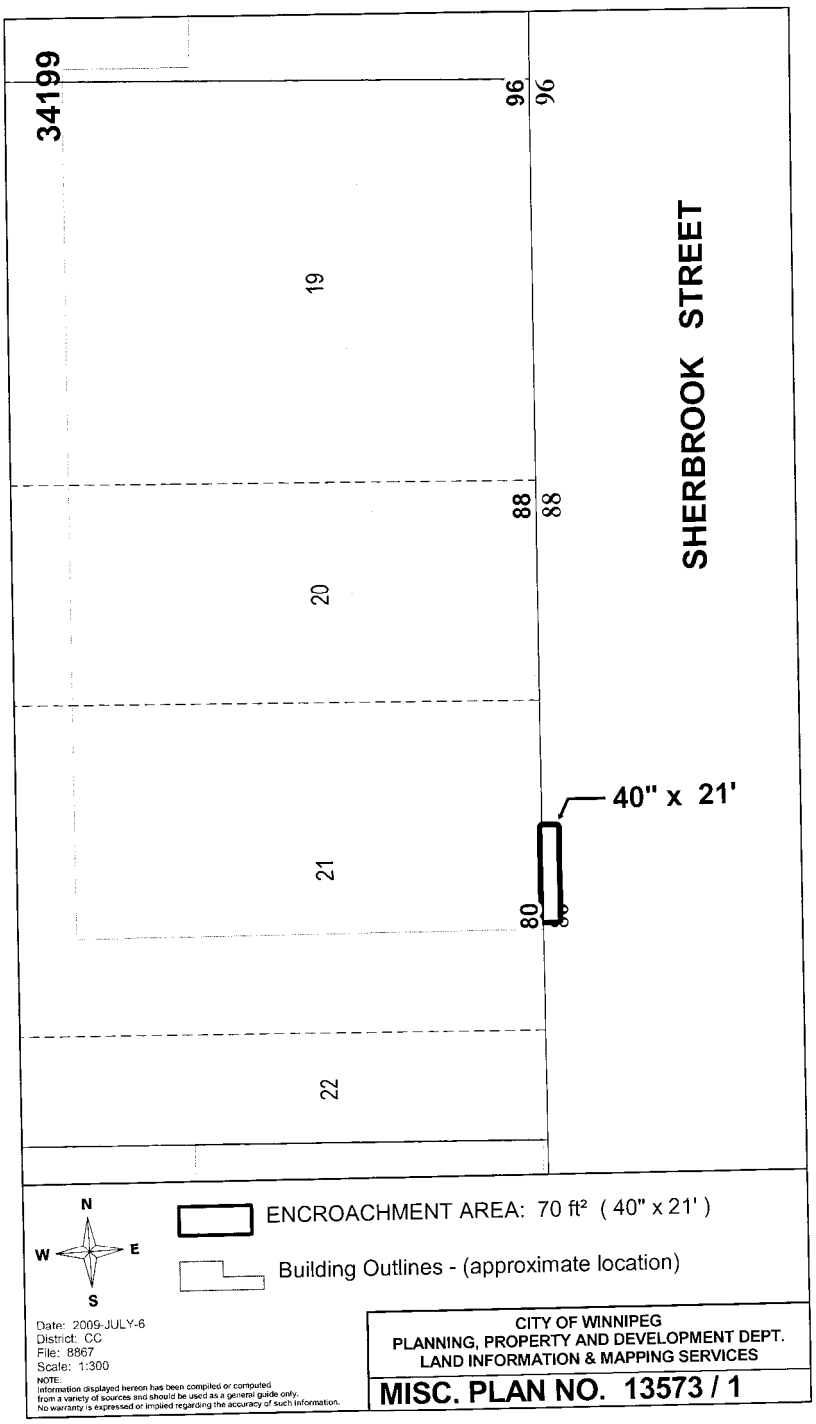
That all applicable permits be obtained prior to any development.

The proposed terms and conditions of the proposed Encroachment Agreement are subject to the final approval of the City's Standing Committees and Council and to the City Solicitor as to form and content.

5071321 MANITOBA LTD. ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

TITLE:

Aug 20 2009
DATE


34199
96
96
SHERBROOK STREET
19
88
88
20
40" x 21'
21
80
22
N
W
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S
ENCROACHMENT AREA: 70 ft² (40" x 21')
Building Outlines - (approximate location)
Date: 2009-JULY-6
District: CC
File: 8867
Scale: 1:300
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13573 / 1