Minute No. 518
Report – Standing Policy Committee on Downtown Development, Heritage and Riverbank Management – June 24, 2013

Item No. 1 **Encroachment Agreements for the Development and Maintenance of; Building Encroachment over the Carlton Street, York Avenue and Edmonton Street Right of Way Airspaces and a Weather Protected Walkway System Skywalk over the York Avenue Right of Way Airspace**
(Fort Rouge – East Fort Garry Ward)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management and adopted the following:

1. That the Encroachment Agreement in favour of The Convention Centre Corporation for the development and maintenance of a building encroachment over the Carlton Street, York Avenue and Edmonton Street Avenue Street airspaces as shown on attached Misc. Plan No 14407/1, be approved in accordance with the negotiated proposed terms and conditions.

2. That the Encroachment Agreement in favour of The Convention Centre Corporation for the development, maintenance and operation of a Weather Protected Walkway System (WPWS) skywalk over the York Avenue street right of way airspace, as shown on attached Misc. Plan No. 14407/2 be approved in accordance with the negotiated proposed terms and conditions.

3. 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 Downtown Development, Heritage and Riverbank Management – June 24, 2013

DECISION MAKING HISTORY:

Moved by Councillor Pagtakhan,

That the recommendation of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 3, 2013, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 24, 2013, the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management concurred in the recommendation of the Winnipeg Public Service and submits the following to Council:

ADMINISTRATIVE REPORT

Title: **Proposed Encroachment Agreements for the Development and Maintenance of; Building Encroachment over the Carlton Street, York Avenue and Edmonton Street Right of Way Airspaces and a Weather Protected Walkway System (WPWS) Skywalk Over the York Avenue Right of Way Airspace**

Critical Path **Standing Policy Committee on Downtown Development, Heritage and Riverbank Management**
Executive Policy Committee
Council

AUTHORIZATION

Author	Department Head	CFO	CAO
J. Zabudney	B. Thorgrimson	M. Ruta	D. Joshi

RECOMMENDATIONS

1. That the proposed Encroachment Agreement in favour of The Convention Centre Corporation for the development and maintenance of a building encroachment over the Carlton Street, York Avenue and Edmonton Street Avenue Street airspaces as shown on attached Misc. Plan No 14407/1, be approved in accordance with the negotiated proposed terms and conditions.

2. That the proposed Encroachment Agreement in favour of The Convention Centre Corporation for the development, maintenance and operation of a Weather Protected Walkway System (WPWS) Skywalk over the York Avenue street right of way airspace, as shown on attached Misc. Plan No. 14407/2 be approved in accordance with the negotiated proposed terms and conditions.

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

REASON FOR THE REPORT

In general, the City cannot grant the lease of land comprising of a public right-of-way unless first legally closing the public right-of-way. The City has, however, the power to lease or permit the use of a public right-of-way subject to the continuing pleasure of Council.

This report seeks Council's approval of the terms and conditions of the Encroachment Agreements.

IMPLICATIONS OF THE RECOMMENDATIONS

There is no general policy, regulatory, environmental or human resource implications associated with the proposed recommendations herein.

HISTORY

An application was submitted to the City's Zoning and Permits Branch by Stuart Olson Dominion on behalf of The Convention Centre Corporation (CCC), for the development and maintenance of; building and related structural support encroachments over the Carlton Street, York Avenue and Edmonton Street Avenue Street airspaces; a truck loading ramp within the Carton Street right of way airspace; and a Weather Protected Walkway System (WPWS) Skywalk over the York Avenue street right of way airspace all shown on attached Misc. Plan No 14407/1 and Misc. Plan No. 14407/2.

The proposed encroachments are all related to the CCC's redevelopment and expansion plan.

Upon completion the skywalk will become part of the City's Weather Protected Walkway System (WPWS).

The application was circulated to applicable City departments and public utilities for consideration and comments. No objections were received.

The Planning, Property and Development Department has negotiated proposed terms and conditions of the Encroachment Agreements in favour of the CCC for the development and maintenance of the encroachments referenced within.

All comments and requirements received by way of the aforementioned circulation have been incorporated into the terms and conditions of the respective encroachment agreements

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

The negotiations with the CCC have concluded. On May 28, 2013, the CCC provided the Real Estate Division with a signed copy of the proposed Terms and Conditions of the Encroachment Agreements attached as Schedules A and B respectively.

This report seeks approval of the Encroachment Agreements as negotiated.

FINANCIAL IMPACT

Financial Impact Statement

Date: May 29, 2013

Project Name: **First Year of Program** **2013**

Proposed Encroachment Agreements for the Development and Maintenance of; Building Encroachment over the Carlton Street, York Avenue and Edmonton Street Right of Way Airspaces and a Weather Protected Walkway System (WPWS) Skywalk Over the York Avenue Right of Way Airspace

	2013	2014	2015	2016	2017
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	9,063	17,875	17,875	17,875	17,875
Net Cost/(Benefit)	$ (9,063)	$ (17,875)	$ (17,875)	$ (17,875)	$ (17,875)
Less: Existing Budget Amounts	(9,063)	(17,875)	(17,875)	(17,875)	(17,875)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2012 consist of the annual $250 admin fee + encroachment fees of $17,625 pro-rated for an assumed commencement date of July 1. Revenues for 2014 onward include both the admin fee of $250 and the full $17,625 in encroachment fees.

"Original signed by"
Mike McGinn, CA
Manager of Finance

CONSULTATION

In preparing this report there was consultation with:

None

SUBMITTED BY

Department	Planning, Property and Development
Division	Real Estate Division
Prepared by:	Barry Lucyk
Date:	May 30, 2013
File No.	4275 and 9000/49

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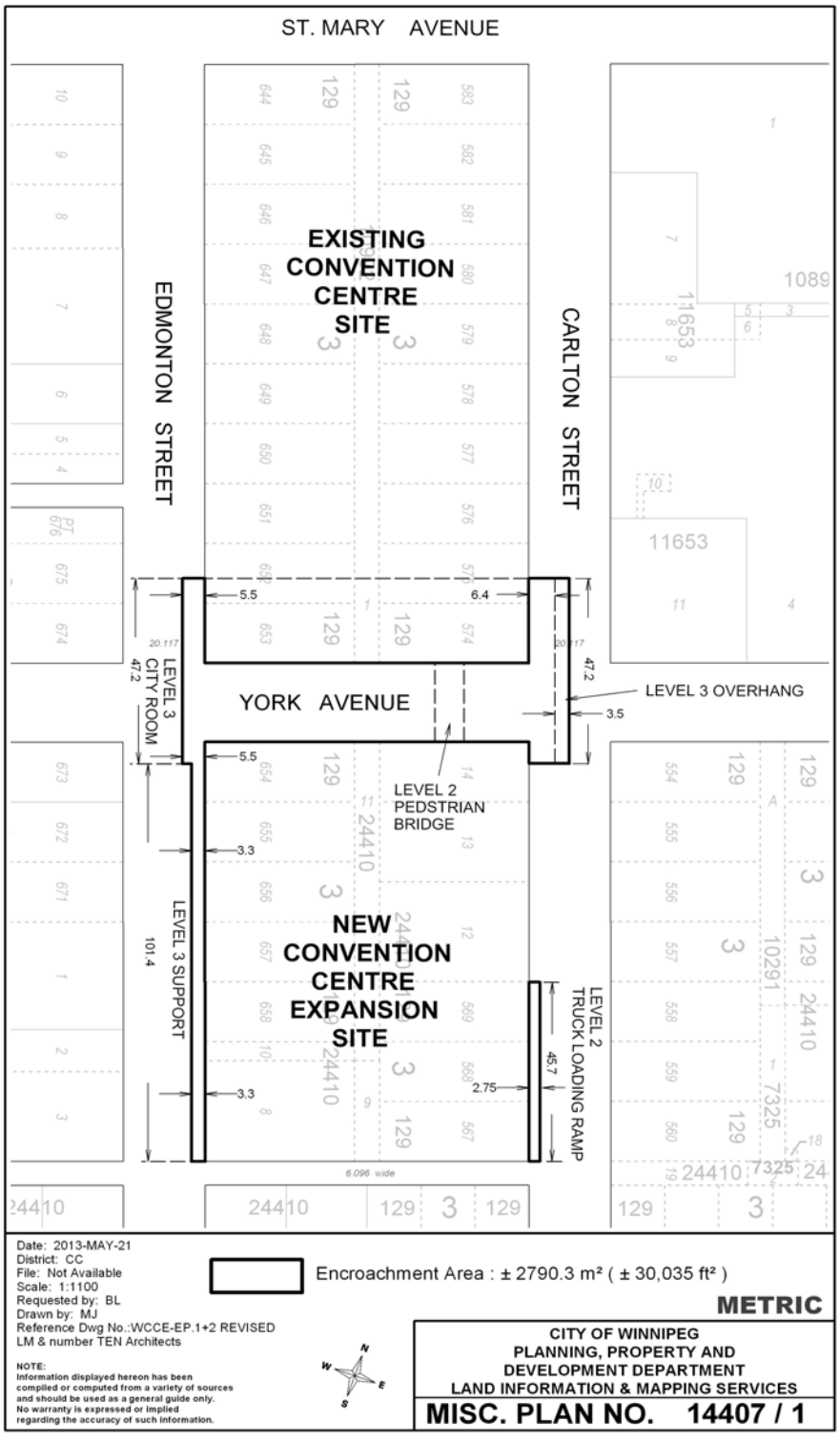
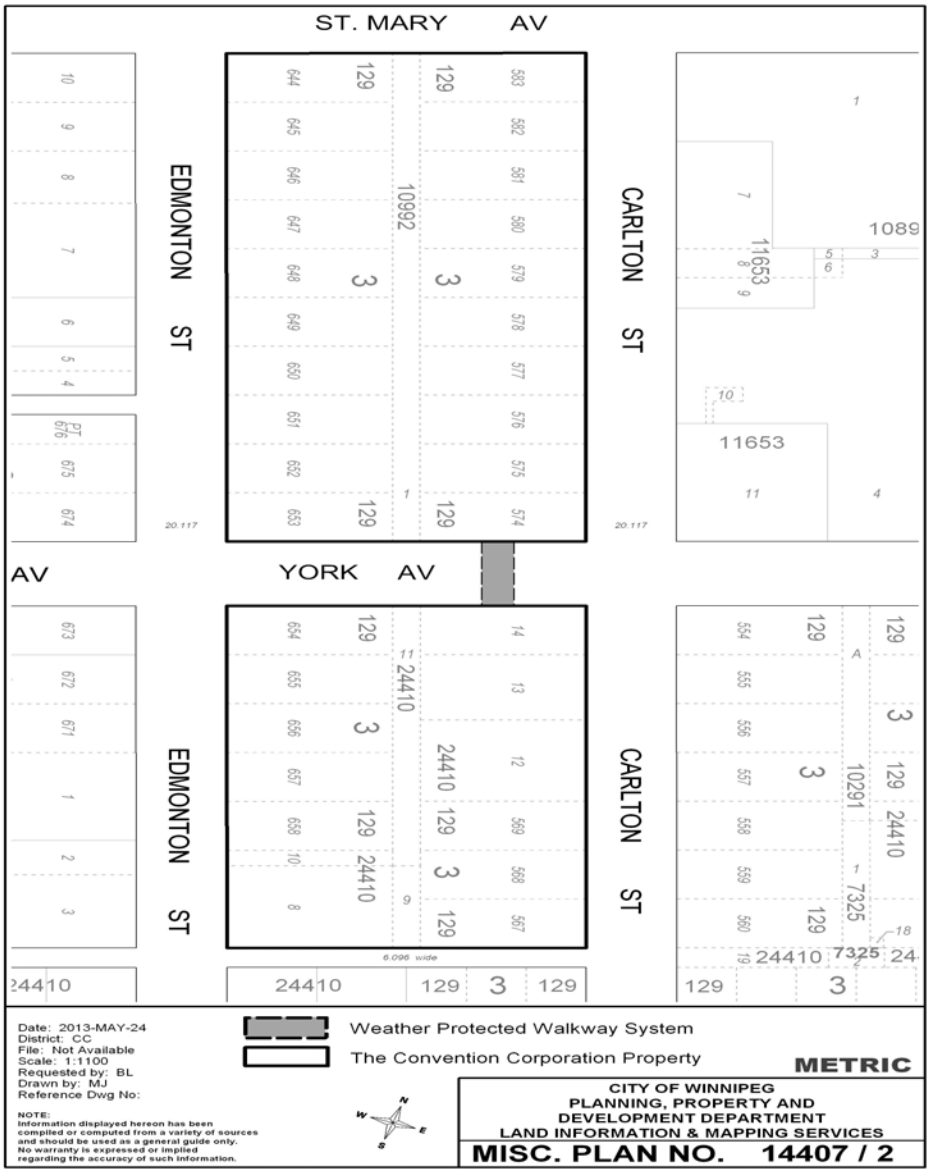

ST. MARY AVENUE
EXISTING CONVENTION CENTRE SITE
EDMONTON STREET
CARLTON STREET
YORK AVENUE
LEVEL 3 CITY ROOM
LEVEL 3 OVERHANG
LEVEL 2 PEDSTRIAN BRIDGE
NEW CONVENTION CENTRE EXPANSION SITE
LEVEL 3 SUPPORT
LEVEL 2 TRUCK LOADING RAMP
5.5
6.4
3.5
3.3
2.75
47.2
101.4
45.7
6.096 wide
Date: 2013-MAY-21
District: CC
File: Not Available
Scale: 1:1100
Requested by: BL
Drawn by: MJ
Reference Dwg No.:WCCE-EP.1+2 REVISED
LM & number TEN Architects
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.
Encroachment Area : ± 2790.3 m² (± 30,035 ft²)
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14407 / 1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EDMONTON ST
CARLTON ST
YORK AV
AV
Date: 2013-MAY-24
District: CC
File: Not Available
Scale: 1:1100
Requested by: BL
Drawn by: MJ
Reference Dwg No:
NOTE:
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Weather Protected Walkway System
The Convention Corporation Property
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14407 / 2

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR AN ENCROACHMENT AGREEMENT TO ALLOW FOR THE USE OF AIRSPACE FORA BUIILDING OVER: (1) A PORTION OF THE PUBLIC RIGHT OF WAY ON THE WEST SIDE OF CARLTON STREET NORTH AND SOUTH OF YORK AVENUE (2) A PORTION OF THE PUBLIC RIGHT OF WAY ON THE EAST SIDE OF EDMONTON STREET NORTH AND SOUTH OF YORK AVENUE AND (3) YORK AVENUE BETWEEN EDMONTON AND CARLTON STREETS; all as shown as "Encroachment Area" on Misc. Plan No. 14407/1 attached.

Use:	Development and Maintenance of a Building Area
Licensor:	The City of Winnipeg
Licensee:	The Convention Centre Corporation (hereinafter called the "Licensee")
Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 14407/1, attached. The Licensee acknowledges and agrees that the Encroachment Area does not include use of the land at grade or street level
Term:	Annually Continuing, commencing the first day of the month following approval from the City's Standing Committees and Council;
Rental:	$17,625.00 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 annual administrative fee of $250.00 plus GST.
Insurance:	Licensee shall purchase and keep in force during the full term of the agreement the following insurance coverage: Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence, such liability policy to include the City of Winnipeg as an additional insured and contain evidence of a cross liability clause and contractual liability; A broad form property insurance policy for the full replacement cost insuring the building encroachment area including the connections. All property policies written on behalf of the Licensee shall contain a waiver of any subrogation right which the Licensees insurers may have against the City and against those for whom the City is, in law, responsible, whether

any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible;

During the construction of the Building the Licensee shall purchase and keep in force during the construction process the following insurance coverage(s):

Wrap up liability insurance in the amount of at least twenty-five million dollars ($25,000,000.00) per occurrence, such liability policy to name the Licensee, Licensor, all contractors, sub-contractors, architects and engineers as insured's and contain evidence of a cross liability clause, products and completed operations, bodily injury, property damage, and contractual liability and including 24 months completed operations after completion.

All risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price.

Workers Compensation or employment insurance coverage must be in place in accordance with provincial legislation.

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

Deductibles shall be borne by the Licensee;

The Licensee shall not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg;

The Licensee shall file with the City a certificate of insurance in a form satisfactory for the City Solicitor;

The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time reflective of the legal environment and insurance industry standards during the continuance of this encroachment agreement and any subsequent renewals thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable change;

Cancellation: Ninety (90) days written notice by either party;

Conditions: The Licensee understands and agrees that the 'Encroachment Area' is licensed on an "as is" basis.

The development, maintenance, repair, renovations and of the Encroachment Area will be performed at the sole cost, expense and effort of the Licensee, including, obtaining all

permits required to develop, occupy and utilize the Encroachment Area for its intended use.

The Licensee shall conduct a full structural inspection of the building in the Encroachment Area once every 10 years during the continuance of the Agreement. The Licensee shall provide the City with a copy of the full structural inspection report on or before the 10th anniversary of the date the agreement commences and provide to the City a new structural inspection report on each 10 year anniversary of the commencement date thereafter

The City shall have the right to access the Encroachment Area at any time (twenty four hours a day, seven days a week) by its employees or other persons acting with its authorization, with or without equipment to maintain, operate, repair, inspect or rehabilitate existing water mains, sewer lines and appurtenances located within the encroachment area.

The Licensee shall not erect or permit the erection of any building foundations or other structures, nor make any excavation or place fill within the Encroachment Area at grade or street level without the prior written approval of the Director of Planning, Property and Development.

The Licensee shall be responsible for all costs, utilities, and operating expenses in connection with the use and occupation of the Encroachment Area including, but not limited to; realty taxes, license fees and business taxes.

That all utilities be permitted to enter the grade or street level area below the Encroachment Area for maintenance, repair or installation of services at anytime without notice to the Licensee and that any removal or relocation of existing facilities as a result of the proposed Encroachment will be at the expense of the Licensee. Prior to any digging or excavation, Manitoba Hydro and/or Centra Gas Manitoba Inc. advise the Licensee contact the Call-Before-You Dig line at 204 480-1212;

That if any removal, relocation or adjustment of existing MTS, Manitoba Hydro and/or Centra Gas facilities is required, it will be at the expense of Licensee; that extreme caution be used when excavating in the vicinity of utilities buried plant; The Licensee acknowledges that there are Manitoba Hydro facilities in the areas noted on the attached Schedule 1. Manitoba Hydro and Centra Gas cannot be held accountable for any disruption to the proposed encroachments should they need to access their facilities for any reason in the future;

The Public Works Department advises that parts of the proposed Encroachment Area on York Avenue and Edmonton Street conflict with the existing street lighting. Prior to any existing street lights being removed, the Licensee shall work with the City and Manitoba Hydro to develop and implement a temporary lighting plan during construction and to develop and implement a permanent lighting plan post-construction, both to the satisfaction of the City of Winnipeg; all work to be conducted at the Licensee's sole cost and expense.

The Water and Waste Department advises that there is a curb inlet, a hydrant and valve assembly on the east side of Edmonton Street which may or may not be located near or at a proposed truck ramp. The curb inlet is located at the curb, the hydrant is located right up against the property line and the hydrant valve is located in the sidewalk. The curb inlet, hydrant and valve may each need to be relocated, and if so, the Licensee shall do so at its sole cost and expense, to the satisfaction of the City.. There is a City owned sewer main leading up to the private manhole near the centre of the proposed new building lot (south of York Avenue). Prior to commencing construction, the Licensee shall at its sole cost and expense cut off the sewer main, network of catch basins and leads, to the satisfaction fo the City.

The Licensee agrees to comply with the Section 3.2.2 of the Manitoba Building Code for the Winnipeg Convention Centre expansion. The Licensee agrees that it will not create "no build zones" or spatial separation agreement requirements over any adjacent or neighboring properties (whether those properties are across a street or otherwise) in completing the design of the Winnipeg Convention Centre expansion.

The Licensee shall construct and maintain the Building over York Ave with a minimum clearance between the Building and any appurtenances thereto with a minimum clearance of 6.7m from the street level.

The Licensee shall not assign this agreement without the prior consent of the Licensor.

The Licensee shall indemnify and save the City harmless from and against any and all claims for damages or injuries, including death that may arise from the use of the Encroachment Area by the Licensee.

Any other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department, the Director of Public Works Department and by the City Solicitor/Director of Legal Services to protect the City's interests.

That the approval of this application by Council or its delegated authority is only valid for a period of six (6) months from the date of said approval unless the Licensee executes 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;

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.

THE CONVENTION CENTRE CORPORATION HEREBY ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

THE CONVENTION CENTRE CORPORATION

PER: _____
Name: DAVID GLASS

Chair
Title

MAY 28th 2013
Date

PER: _____
Name: KLAUS LAHR

President & Chief Executive Officer
Title

May 29th 2013
Date

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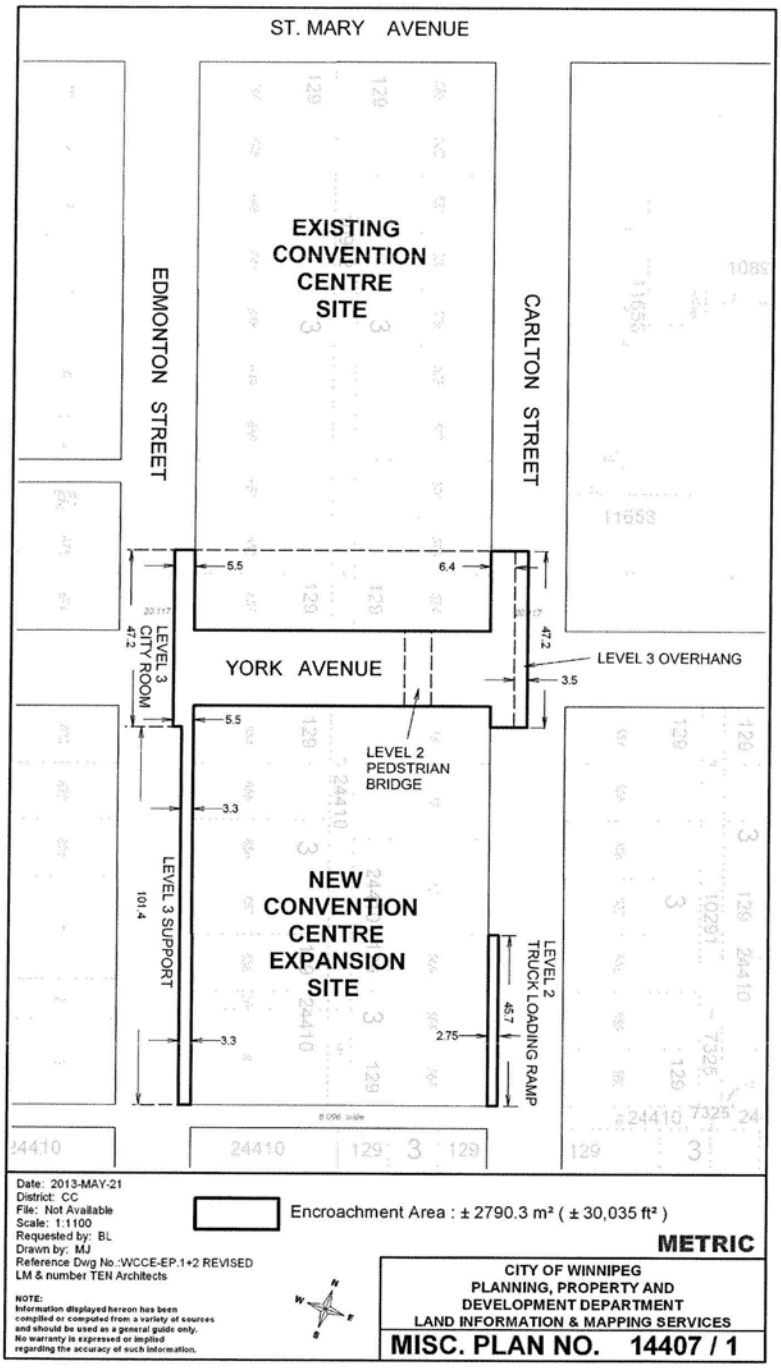
ST. MARY AVENUE
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NEW CONVENTION CENTRE EXPANSION SITE
LEVEL 2 TRUCK LOADING RAMP
45.7
2.75
Date: 2013-MAY-21
District: CC
File: Not Available
Scale: 1:1100
Requested by: BL
Drawn by: MJ
Reference Dwg No.:WCCE-EP.1+2 REVISED
LM & number TEN Architects
Encroachment Area : ± 2790.3 m² (± 30,035 ft²)
METRIC
NOTE:
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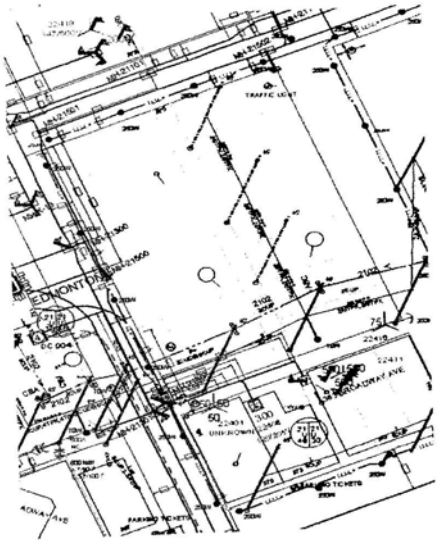
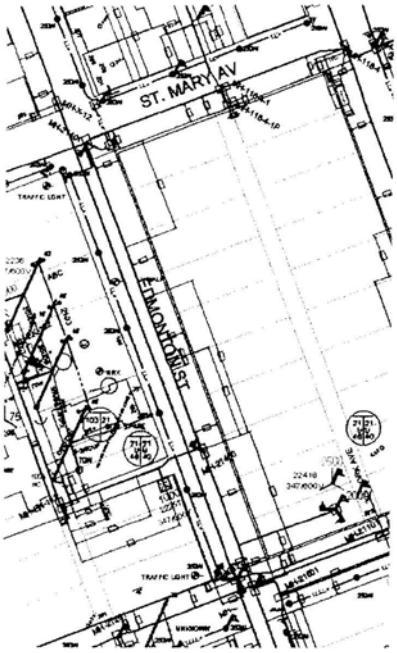
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14407 / 1

SCHEDULE 1



SCHEDULE 2



SCHEDULE B

PROPOSED TERMS AND CONDITIONS FOR AN ENCROACHMENT AGREEMENT TO ALLOW FOR THE USE OF AIRSPACE AND TO DEVELOP, MAINTAIN AND OPERATE A SKYWALK AGREEMENT WEATHER PROTECTED WALKWAY SYSTEM LINK ("WPWS") OVER YORK AVENUE, BETWEEN CARLTON STREET AND EDMONTON STREET – The Convention Centre Corporation

Use:	Development, maintenance and operation of an overhead Weather Protected Walkway System ("WPWS") over York Avenue as shown on Misc. Plan No. 14407/2 attached and at a location to be determined through the Convention Centre Property;
Licensor:	The City of Winnipeg (hereinafter called the 'City')
Licensee:	The Convention Centre Corporation (hereinafter called the 'CCC') as developer and owner of the WPWS;
Area:	Shown and identified as "Weather Protected Walkway System" on Misc. Plan No. 14407/2 attached;
Term:	Annually Continuing, commencing the first day of the month following approval from the City's Standing Committees and Council;
Insurance:	To further safeguard The City of Winnipeg, CCC shall purchase and keep in force during the full term of the agreement the following insurance coverage: Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence, such liability policy to include the City of Winnipeg as an additional insured and contain evidence of a cross liability clause and contractual liability; A broad form property insurance policy for the full replacement cost insuring the WPWS All property policies written on behalf of the Licensee shall contain a waiver of any subrogation right which the Licensees insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible; During the construction of the WPWS the CCC shall purchase and keep in force during the construction process the following insurance coverage(s): Wrap up liability insurance in the amount of at least twenty-five million dollars ($25,000,000) per occurrence, such liability policy to name the CCC, The City of Winnipeg, all contractors, sub-contractors, architects and engineers as insureds and contain

evidence of a cross liability clause, products and completed operations, bodily injury, property damage, and contractual liability and including 24 months completed operations after completion.

All risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price,

Workers compensation or employment insurance coverage must be in place in accordance with provincial legislation.

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

Deductibles shall be borne by the Licensee;

The CCC shall not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg;

The CCC shall file with the City a certificate of insurance in a form satisfactory for the City Solicitor;

The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time reflective of the legal environment and insurance industry standards during the continuance of this encroachment agreement and any subsequent renewals thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable change;

Further, CCC shall ensure that that any Contractor and/or Sub-Contractor hired to perform the maintenance, operational requirements, or repairs to the WPWS shall provide, at a minimum, a certificate of insurance in the amount of at least $2,000,000 per occurrence with at least a $5,000,000 general aggregate covering bodily injury, property damage and personal injury. All liability policies to include The City of Winnipeg as an additional insured and include contractual liability, broad form completed operations, cross liability clause and a provision for thirty (30) days written notice of cancellation/termination.

Such certificate of insurance must be in a form satisfactory to the City of Winnipeg and must be provided at least two (2) business days prior to commencement of any work on the site:

Deductibles shall be borne by the Contractor and/or Sub-Contractor.

Cancellation: Ninety (90) days written notice;

Conditions: The WPWS shall be constructed by the CCC at its sole cost and expense,

The CCC shall construct and maintain the WPWS with a minimum clearance between the WPWS and any appurtenances thereto with a minimum clearance of 5.0m from the street level.

The CCC acknowledges and agrees that all costs associated with the repairs, maintenance and operation (including but not limited to janitorial services and security measures), relocation and/or removal of the WPWS, are the responsibility of the CCC; ,

The CCC shall comply with all applicable laws and obtain all permits required to develop, occupy and utilize the WPWS for its intended use

The CCC acknowledges that there shall be no commercial operations permitted in the WPWS.

CCC shall provide, within the area shown as "The Convention Centre Property" on Misc. Plan No. 14407/2 attached, a right-of-way of a minimum 12 feet at the existing 2nd floor elevation in order to allow continuous public access through the CCC property to present or future pedestrian bridges connecting adjacent properties.

CCC agrees that the WPWS is to be open to the free and uninterrupted movement of pedestrians during standard business hours of 7:00am to 12:30 am, Monday thru Sunday, or such other hours as may be mutually agreed upon with a standard of illumination required by the City.

The CCC shall conduct a full structural inspection of the WPWS once every 10 years during the continuance of the Agreement. The Licensee shall provide the City with a copy of the full structural inspection report on or before the 10th anniversary of the date the agreement commences and provide to the City a new structural inspection report on each 10 year anniversary of the commencement date thereafter
City shall be allowed to install wayfinding signage and directional signage in the WPWS.

The City shall have the right to access the WPWS at any time (twenty four hours a day, seven days a week) by its employees or other persons acting with its authorization, with or without equipment to maintain, operate, repair, inspect or rehabilitate the WPWS;

CCC shall be responsible for all costs, utilities, and operating expenses in connection with the use and occupation of the WPWS including, but not limited to; realty taxes, license fees and business taxes.

CCC shall not erect or permit the erection of any building foundations or other structures, nor make any excavation or place fill within WPWS area at grade or street level without the prior written approval of the Director of Planning, Property and Development.

That all utilities be permitted to enter the grade or street level area below the WPWS for maintenance, repair or installation of services at anytime without notice to the CCC and that any removal or relocation of existing facilities as a result of the WPWS will be at the expense of CCC. Prior to any digging or excavation, Manitoba Hydro and/or Centra Gas Manitoba Inc. advise the CCC contact the Call-Before-You Dig line at 204 480-1212;

That if any removal, relocation or adjustment of existing MTS, Manitoba Hydro and/or Centra Gas facilities is required, it will be at the expense of CCC; that extreme caution be used when excavating in the vicinity of utilities buried plant; CCC acknowledges that there are Manitoba Hydro facilities in the areas noted on the attached Schedule 1. Manitoba Hydro and Centra Gas cannot be held accountable for any disruption to the WPWS should they need to access their facilities for any reason in the future;

The Public Works Department advises that parts of the proposed WPWS over York Avenue conflicts with the existing street lighting. Prior to any existing street lights being removed, CCC shall work with the City and Manitoba Hydro to develop and implement a temporary lighting plan during construction and to develop and implement a permanent lighting plan post-construction, both to the satisfaction of the City of Winnipeg; all work to be conducted at CCC's sole cost and expense.

CCC shall not assign this agreement without the prior consent of the Director of Planning, Property & Development.

Except to the extent caused or contributed to by the negligence or willful conduct of the City, its agents, employees or others for whom the City is responsible at law or by a third party, the CCC shall indemnify the City and save the City harmless from and against all claims for loss or damages which arise out of the existence, maintenance and use of the WPWS. The CCC shall release and forever discharge the City from any claims or losses suffered by the CCC as a result of the use of the WPWS or any actions of the City on or around the WPWS except to the extent such claims are caused or contributed to by the negligence or willful conduct of the City, its agents, employees or others for whom the City is responsible at law;

The CCC shall enter into a formal agreement with the City embodying the foregoing terms and conditions and such other terms and conditions as the City Solicitor/Director of Legal Services deems necessary and in a form satisfactory to the City Solicitor/Director of Legal Services.

The proposed terms and conditions of the proposed Agreement for the WPWS are subject to the final approval of the City's Standing Committees and Council and to the City Solicitor/Director of Legal Services as to form and content.

THE CONVENTION CENTRE CORPORATION AGREES TO ENTER INTO AN AGREEMENT WITH THE CITY OF WINNIPEG FOR THE DEVELOPMENT, MAINTAINENCE AND OPERATION OF AN OVERHEAD WALKWAY IN THE AREA IDENTIFIED ON MISC. PLAN NO. 14407/2, ATTACHED, IN ACCORDANCE WITH TERMS AND CONDITIONS AS OUTLINED HEREIN.

THE CONVENTION CENTRE CORPORATION

PER: _____
Name: DAVID GLAGS

Chair
Title

MAY 28th 2013
Date

PER: _____
Name: KLAUS LAHR

President & Chief Executive Officer
Title

May 28th 2013
Date

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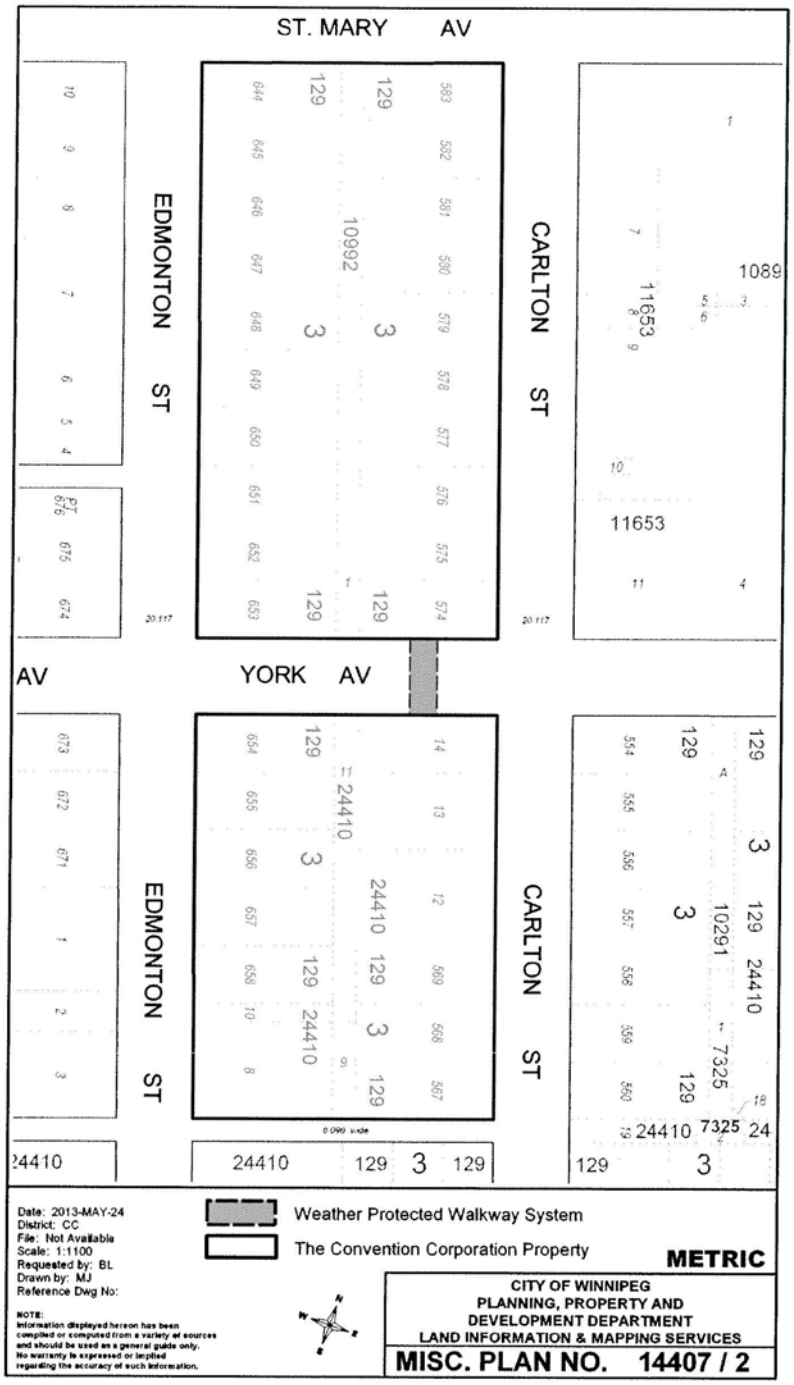
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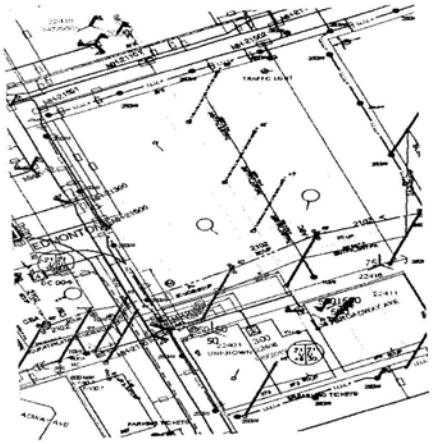
Weather Protected Walkway System
The Convention Corporation Property
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14407 / 2

SCHEDULE 1



SCHEDULE 2

