**Minute No. 615**
**Report – Standing Policy Committee on Infrastructure Renewal and Public Works – October 4, 2016**

**Item No. 4 Extension of Emes Road West of McPhillips Street – Maintenance Agreement**

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Infrastructure Renewal and Public Works and adopted the following:

1. That the City enter into a Maintenance Agreement with the Rural Municipality of West St. Paul based upon the proposed terms and conditions as shown on Schedule "A" for the maintenance of Emes Road west of McPhillips Street by the RM and such other agreements as determined necessary by the City Solicitor and Director of Legal Services to implement the intent of the foregoing.

2. That the Director of Public Works be authorized to negotiate and approve the final terms and conditions of the Maintenance Agreement and such other agreements as determined necessary by the City Solicitor and Director of Legal Services, in accordance with the terms and conditions set forth in Schedule "A" and such other terms and conditions deemed necessary by the City Solicitor and Director of Legal Services to protect the interests of the City.

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 Infrastructure Renewal and Public Works – October 4, 2016**

DECISION MAKING HISTORY:

Moved by Councillor Lukes,

That the recommendation of the Standing Policy Committee on Infrastructure Renewal and Public Works be adopted by consent

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On October 12, 2016, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Infrastructure Renewal and Public Works and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On October 4, 2016, the Standing Policy Committee on Infrastructure Renewal and Public Works concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

# ADMINISTRATIVE REPORT

**Title:** Extension of Emes Road West of McPhillips Street – Maintenance Agreement

**Critical Path:** Standing Policy Committee on Infrastructure Renewal and Public Works – Executive Policy Committee - Council

## AUTHORIZATION

| Author | Department Head | CFO | CAO |
|---|---|---|---|
| J. Berezowsky | L.P. Deane, P. Eng. | n/a | D. McNeil |

## EXECUTIVE SUMMARY

On February 24th, 2016, Council concurred in the recommendations of Item No. 14 of the Report of the Standing Policy Committee on Property and Development, Heritage and Downtown Development dated February 16, 2016, which included the following:

"4. That Council authorize JMT Holdings Inc. (the "Proponent") to extend Emes Road westerly from its existing terminus at Second Street to Garden View Drive and to construct all related works, subject to the following:

A. That the City of Winnipeg (the "City") enter into a Maintenance Agreement with the Rural Municipality of West St. Paul (the "RM") for the future maintenance of Emes Road on such terms and conditions as determined by the Director of Public Works and approved by Council;"

This report fulfills the direction to enter into a Maintenance Agreement.

## RECOMMENDATIONS

1. That the City enter into a Maintenance Agreement with the Rural Municipality of West St. Paul based upon the proposed terms and conditions as shown on Schedule "A" for the maintenance of Emes Road west of McPhillips Street by the RM and such other agreements as determined necessary by the City Solicitor and Director of Legal Services to implement the intent of the foregoing.

2. That the Director of Public Works be authorized to negotiate and approve the final terms and conditions of the Maintenance Agreement and such other agreements as determined necessary by the City Solicitor and Director of Legal Services, in accordance with the terms and conditions set forth in Schedule "A" and such other terms and conditions deemed necessary by the City Solicitor and Director of Legal Services to protect the interests of the City.

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

The terms of the Maintenance Agreement must be approved by Council before it can be executed on behalf of the City.

## IMPLICATIONS OF THE RECOMMENDATIONS

Since 2003, The Rural Municipality of West St Paul (the "RM") has been responsible for maintaining the surface of the roadway on Emes Road which has included grading, dragging, re-gravelling and dust control.

If the recommendations of this report are concurred in, the City will enter into an Agreement with the RM to formalize the RM's maintenance obligations with respect to Emes Road.

## HISTORY/DISCUSSION

Historically, the RM has borne the costs of maintaining that portion of Emes Road from McPhillips Street to Second Street. The Rural Municipality of West St Paul has verbally acknowledged that they are amenable to entering into a Maintenance Agreement with the City to formalize their roadway maintenance responsibilities with respect to the existing portion Emes Road as well as the future extension of Emes Road westerly from Second Street to Garden View Drive.

This arrangement is of mutual benefit to the City and the RM in that the City will not be responsible for the costs associated with maintaining Emes Road, which exists almost wholly for the direct benefit of the RM, and the RM will maintain Emes Road to a standard satisfactory to its users and to the City.

## FINANCIAL IMPACT

# Financial Impact Statement

**Date:** September 26, 2016

**Project Name:**

Extension of Emes Road West of McPhillips Street - Maintenance Agreement

**First Year of Program** **2016**

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|---|---|---|---|---|
| **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 | - | - | - | - | - |
| Net Cost/(Benefit) | $ - | $ - | $ - | $ - | $ - |
| Less: Existing Budget Amounts | - | - | - | - | - |
| Net Budget Adjustment Required | $ - | $ - | $ - | $ - | $ - |

**Additional Comments:** The RM of West Saint Paul will be responsible for the routine maintenance of Emes Road, including surface grading, shaping and spot maintenance, traffic gravel application, dust suppressant application, mowing, snowplowing and sanding. Future repair or replacement of Emes Road (including bridges, culverts, ditches and drains) is to be agreed to at a later date by both parties, including responsibility for those costs. In the event that emergency work is deemed necessary due to safety concerns, both parties will equally share those costs. Due to the uncertainty regarding the nature and timing of future repairs, the timing and amount of these costs cannot be reasonably estimated at this time.

"Original signed by J. Ruby, CPA, CA"
J. Ruby, CPA, CA
Manager of Finance and Administration

## CONSULTATION

**In preparing this Report there was consultation with:**
Planning, Property and Development
Legal Services
Rural Municipality of West St. Paul

## OURWINNIPEG POLICY ALIGNMENT

**01-1C Capital Region**
**Key Direction**
Acknowledging that mutual success will come from thinking and acting as a region, the City of Winnipeg will collaborate with the municipalities comprising the Capital Region to plan for a sustainable, vibrant and growing region.

## SUBMITTED BY

Department: Public Works
Division: Streets Maintenance
Prepared by: Jim Berezowsky
Date: Sept 26, 2016

ATTACHMENTS: Schedule A

## SCHEDULE "A" – PROPOSED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. Term: effective until the City is satisfied, acting reasonably, that the Recipient has complied with all of its undertakings and obligations under the Agreement;

2. Maintenance: the RM shall, at no expense to the City, provide routine maintenance for Emes Road, including surface grading, shaping and spot maintenance, traffic gravel application, dust suppressant application, mowing and snowplowing and sanding;

3. Other works: unless otherwise specified in the Agreement, no other works related to the provision, installation, construction, repair or replacement of Emes Road, including bridges, culverts, ditches and drains, shall be undertaken by either party unless and until arrangements, responsibilities, obligations and/or expectations of each party are agreed to in writing;

4. Emergency Installations: in the event that an emergency installation, construction, upgrade, repair or replacement of works related to Emes Road is which both parties necessary due to potential safety liabilities, damage to infrastructure or potential to cause damage or negative effects to end users, then both parties will equally share the costs necessary to rectify the problem;

5. Termination: City may immediately terminate if the RM is in default of its obligations or becomes insolvent.