Minute No. 517
Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – July 4, 2017

Item No. 14 **Encroachment Agreement to allow the Use of Hargrave Street Right-of-Way for the Purpose of Constructing an Overhead Pedestrian Walkway and Support Structure Connecting 225 Carlton Avenue and 333 St. Mary Avenue**

COUNCIL DECISION:

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

1. That a by-law to amend the Encroachment By-law No. 692/74 (the "By-law") (draft amending by-law is attached as Schedule "C") which provides that the By-law is not applicable to skywalks, be enacted.

2. That the proposed terms and conditions attached as Schedule "A" for an encroachment agreement in favour of TN Square Inc. and The Manitoba Public Insurance Corporation (hereinafter referred to as the "Licensees") for the purpose of constructing and maintaining a Skywalk and supporting structure connecting 225 Carlton Avenue and 333 St. Mary Avenue, identified as "Encroachment Area for Skywalk and Supporting Structure" on Misc. Plan 15180/1 be approved (hereinafter referred to as the ``Lands``).

3. That the City enter into, execute and deliver an Encroachment Agreement with [the Licensees and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

4. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Encroachment Agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

5. 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, Heritage and Downtown Development – July 4, 2017

DECISION MAKING HISTORY:

Moved by Councillor Orlikow,

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

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 12, 2017, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2017, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: **Proposed Encroachment Agreement to allow the Use of Hargrave Street Right-of-Way for the Purpose of Constructing an Overhead Pedestrian Walkway and Support Structure Connecting 225 Carlton Avenue and 333 St. Mary Avenue**

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

AUTHORIZATION

Author	Department Head	CFO	CAO
B. Erickson	J. Kiernan	M. Ruta	D. McNeil

EXECUTIVE SUMMARY

This report requests approval of an Encroachment Agreement between the City, True North Square Inc. and MPI to allow for the construction and continued maintenance of a new Skywalk and supporting structure connecting 225 Carlton Avenue (a new tower currently under construction and part of True North Square) and 333 St. Mary Avenue (CityPlace).

In addition, this report is requesting approval of an amendment to the Encroachment Bylaw No. 692/74 (the "By-law"). The By-law was initially drafted in 1974 and does not reflect current commercial developments with respect to the construction of significant capital assets such as skywalks. As a result, the Public Service is recommending that skywalks be removed from the purview of the By-law and instead that appropriate terms and conditions be negotiated between the City and third parties. Over the next year, the Public Service will be completing a comprehensive review of the By-law currently underway to ensure that it accurately reflects the City's needs, OurWinnipeg Policy Alignment and commercial realities inherent in development projects of this nature in the downtown.

RECOMMENDATIONS

1. That Council enact a by-law to amend the Encroachment By-law No. 692/74 (the "By-law") (draft amending by-law is attached as Schedule "C") which provides that the By-law is not applicable to skywalks.

2. That the proposed terms and conditions attached as Schedule “A” for an encroachment agreement in favour of TN Square Inc. and The Manitoba Public Insurance Corporation (hereinafter referred to as the ”Licensees”) for the purpose of constructing and maintaining a Skywalk and supporting structure connecting 225 Carlton Avenue and 333 St. Mary Avenue, identified as “Encroachment Area for Skywalk and Supporting Structure” on Misc. Plan 15180/1 be approved (hereinafter referred to as the ``Lands``).

3. That the City enter into, execute and deliver an Encroachment Agreement with [the Licensees and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing (the “Ancillary Agreements”).

4. That authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Encroachment Agreement and the Ancillary Agreements**,** in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.

5. 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

Council approval is necessary to amend by-laws, and to approve the terms and conditions of encroachment agreements for skywalks.

IMPLICATIONS OF THE RECOMMENDATIONS

The Department has determined there are no general policy, regulatory, environmental or human resource implications to entering into an encroachment agreement shown on the attached Miscellaneous Plan No. 15180/1 or amending the By-law.

HISTORY/DISCUSSION

On March 22, 2017, Council approved recommendations related to SHED Phase 2 including, but not limited to, funding related to skywalk enhancements. Council’s recommendation included the requirement for submission of terms and conditions of a skywalk agreement between the City and True North Sports + Entertainment (TNSE) to Council for approval.

An application was submitted to the City’s Zoning and Permits Branch to construct and maintain a skywalk and supporting structure across Hargrave Avenue connecting the existing building located at 333 St. Mary Avenue (known as CityPlace) to 225 Carlton Street, the new residential tower currently under construction on the True North Square development site.

The application was circulated to applicable City departments and public utilities for consideration and comments. All comments and concerns have been incorporated into the signed terms and conditions (attached as Schedule “A”).

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

The Planning, Property and Development Department have negotiated proposed terms and conditions of an encroachment agreement in favour of TN Square Inc. and the Manitoba Public Insurance Corporation.

This report seeks approval of the terms and conditions as negotiated.

In addition, this report is requesting approval of an amendment to the Bylaw. The By-law was initially drafted in 1974 and does not reflect current commercial development with respect to the construction of significant capital assets such as skywalks, As a result, the Public Service is recommending that skywalks be removed from the purview of the By-law and instead that appropriate terms and conditions be negotiated between the City and third parties. Over the next year, the Public Service anticipates completion of a comprehensive review of the By-law currently underway to ensure that it accurately reflects the City’s needs, OurWinnipeg Policy alignment and commercial reality of development projects of this nature in the downtown.

FINANCIAL IMPACT

Financial Impact Statement

Date: June 28, 2017

Project Name:

First Year of Program 2017

Proposed Encroachment Agreement to allow the Use of Hargrave Street Right-of-Way for the Purpose of Constructing an Overhead Pedestrian Walkway and Support Column

	2017	2018	2019	2020	2021
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	2,935	2,994	3,054	3,115	3,177
Net Cost/(Benefit)	$ (2,935)	$ (2,994)	$ (3,054)	$ (3,115)	$ (3,177)
Less: Existing Budget Amounts	(2,935)	(2,994)	(3,054)	(3,115)	(3,177)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2017 consist of the annual fee of $2,560 + the annual admin fee of $375. Revenues from 2018 onward consist of the same two items increased by an assumed inflation factor of 2%/annum. No budget adjustment is required.

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

CONSULTATION

This Report has been prepared in consultation with:

Legal Services Department (as to legal issues)

Risk Management Division

OURWINNIPEG POLICY ALIGNMENT

OurWinnipeg Reference:

- **Section 01-1a- Direction 3- Promote Compact Urban Form and Manage the Extension of Municipal Services for New Growth**

- **Section 01-1c- Key Direction - Promote and enable a mix of residential development options as part of a mixed-use strategy seeking to:**
  - **accommodate the residential needs of a large cross-section of the population.**
  - **establish a number of thriving 'complete' communities Downtown.**
  - **attract additional commerce to the area**

- **Section 01-2a- Direction 5- Plan for Crime Prevention in the Built and Natural Environments**

03 – 1c: Places to Work and Learn Downtown

Facilitate the transformation of under-utilized properties and accommodate projected commercial and employment growth in defined Downtown areas, taking into account highest and best use principles and foreseeable market-based economic conditions.

Ensure that Downtown is the location of choice for new office space development through initiatives such as market gap analysis, relevant incentive tools, and focused complementary public realm and transportation improvements.

03 – 1e: High-Quality Places Downtown

Promote exemplary urban design Downtown with the intent of producing high quality public places (districts, destinations and clusters) that:

- have their own unique identity and a clear, understandable image.
- are convenient and functional, easy to get to and move through and safe.
- are attractive and showcase design excellence.

Invest in high-quality Downtown public spaces that attract people and promote private sector investment.

- Prioritize investments in the public realm that support way-finding and orientation and enhance the unique character and sense of place associated with each defined Downtown district.
- Ensure that investment in public spaces supports year-round, people-oriented activity and integrates connections to other complementary amenities, destinations and points of interest.
- Prioritize investment in public spaces that directly support existing and new high density mixed-use development and/or destinations that attract city-wide audiences.
- Foster new and ongoing partnerships with third-parties to promote extended hour safety, vibrancy and enjoyment by enhancing maintenance, programming and complementary commercial activity in public spaces.

03 – 1f: Getting from Place to Place Downtown

Support viable alternatives to Downtown surface parking as recommended through the city's Sustainable Transportation Direction Strategy and through the development of a Downtown Parking Strategy in order to:

- reduce the amount of surface parking Downtown.
- accommodate projected Downtown residential, commercial and employment growth.
- work with downtown agencies/stakeholders to create new opportunities for higher-density mixed use development projects.
- increase economic activity in and around strategically located, mixed-use public parking structures.
- integrate with other modes of Downtown transportation to enhance connectivity

SUBMITTED BY

Department Planning, Property and Development
Division Municipal Accommodations
Prepared by: Nolan Winters, Property Administrator
Date: June 28th, 2017
File No.: 2598-D-2

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Attachments: Schedule A (with Misc. Plan No. 15180/1)
Schedule B – Manitoba Hydro Natural Gas Instructions
Schedule C - Draft amending By-law

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR A SKYWALK AGREEMENT TO ALLOW FOR THE USE OF A PORTION OF THE PUBLIC RIGHT OF WAY CONNECTING 225 CARLTON STREET AND 333 ST. MARY AVENUE FOR THE PURPOSE OF A WEATHER PROTECTED OVERHEAD PEDESTRIAN WALKWAY

Use:	Construction and maintenance of a weather protected overhead pedestrian walkway, all supporting structures/columns and any other appertunances thereto located over portions of 242 Hargrave/225 Carlton Street, over a portion of the public right of way over Hargrave Street and connecting to 333 St. Mary Avenue (the "Skywalk") with unimpeded access;
Licensor:	The City of Winnipeg
Licensees:	TN Square Inc. (hereinafter called "TN") & The Manitoba Public Insurance Corporation (hereinafter called "MPI")
Encroachment Area:	Shown and identified as 'Encroachment Area' on Misc. Plan No. 15180/1, attached;
Term:	One seventy-five (75) year term commencing July 20th, 2017, following approval from the City's Standing Committees and Council;
Extension:	One twenty-five (25) year option upon mutual written agreement at least 12 months in advance, to be approved by the City's Chief Administrative Officer ("CAO").
Fee:	$2560.00 per annum plus GST; plus an annual administrative fee of $375.00 plus GST to be paid by TN;
Ownership:	During construction and upon completion of the Skywalk, TN is the owner of the Skywalk;
Document Preparation: Fee	A one-time Document Preparation Fee in the amount of $5,881.00 plus GST payable prior to the commencement date by TN;
Municipal Taxes:	All municipal taxes, school taxes, local improvements, license fees, business tax, etc., which may be charged in respect of the use and occupation of the premises.
Insurance:	TN will obtain and maintain insurance as required by the City's Supervisor of Insurance, Risk Management Division.
Termination:	The City has the right to terminate the Agreement provided that the City has provided 90 days written notice to remedy a default of TN or MPI, as applicable, and TN or MPI, as applicable, have failed to remedy the default, then the City has the right to immediately terminate at the expiration of the 90 days notice, provided that, in the event that such default is not reasonably capable of being fully remedied within such 90 day period, then

provided TN or MPI, as applicable, continues to diligently remedy such default, this Agreement shall not thereby be terminated.

In the event this Agreement expires or is terminated for any reason, TN shall, at its sole cost, effort and expense peaceably surrender and yield up the Encroachment Area to the City and remove its property and all improvements, including the Skywalk, from the Encroachment Area and leave same in a condition satisfactory to the City, except to the extent otherwise expressly agreed in writing by the CAO. Should TN default in doing so, the City may remove the property and improvements, including the Skywalk, and restore the Encroachment Area at the sole risk and expense of TN.

That if TN or MPI, as applicable, should at any time, or from time to time, default on any of its obligations under this Agreement, the City has the right, but not the obligation, to remedy any such default and the payment of costs incurred by the City in remedying any default shall be as determined by the certificate of the Chief Administrative Officer as to the amount of such costs,which shall be final and binding upon the parties hereto and TN or MPI, as applicable, shall forthwith pay the full amount on demand. All such certificates given by the Chief Administrative Officer shall be accompanied by such statements, accounts, vouchers, documents and other papers as are reasonably necessary in order to permit TN and/or MPI to ascertain the accuracy of those certificates.

Conditions:

TN and MPI understand and agree that the 'Encroachment Area' is leased on an "as is" basis.

The development, maintenance, repair, renovations and annual structural inspection of the Skywalk throughout its existence will be performed at the sole cost, expense and effort of TN, including, obtaining all permits required to develop, occupy and utilize the Skywalk for its intended use, an annual inspection of the Skywalk for any defects, and a more thorough, complete and full inspection of the Skywalk every five years. If any defect or deterioration is noted, then inspections shall be required more frequently to the extent necessary to ensure safety. TN shall supply the results of such inspections to the City promptly upon request being made therefor by the City. The Skywalk shall be maintained by TN in a safe, clean and tidy condition.

Throughout the lifespan of the Skywalk TN shall keep the Skywalk in good repair to a level that is commensurate with what would be acceptable from similarly aged structures as established by the Facility Condition Index.

If the term of this agreement achieves maturation and TN seeks to direct ownership and control of the Skywalk to the City the Skywalk must be functional and in good repair as determined by the Director of Planning, Property and Development.

TN will design, develop, construct, maintain and provide public access from the connecting Skywalk level at 333 St. Mary Avenue to and from the Skywalk level of 225 Carlton Street and grade level of the most easterly end of the building located at 225 Carlton St. MPI will provide public access from connecting Skywalk level at 333 St. Mary Avenue to and from the Skywalk level of 225 Carlton St. TN may extend public access from the aforementioned connecting Skywalk to the Skywalk level at 242 Hargrave Street.

TN has advised that If an extension is constructed that connects with the Skywalk all interior elements of the Skywalk must match that of the new structure.

TN will design, develop, construct and maintain an access from grade level to the Skywalk located on TN's property at the most westerly end of the Skywalk and directly adjacent to the residential tower being constructed on TN's property.

TN and MPI will ensure that the Skywalk is open to the free and uninterrupted movement of pedestrians during the same hours as the rest of the City's Weather Protected Walkway System (currently 7:00 a.m. to 12:30 a.m., Monday through Sunday) or such other hours as may be mutually agreed upon by the parties. TN will provide proper lighting in accordance with the tenets established in section 3.5.3 of the City of Winnipeg's Accessibility Design Standards, or as may otherwise be required from time to time by the Director.

TN will not erect or permit the erection of any structure, other than the Skywalk referred to herein, nor make any excavation other than that required for the development of the Skywalk;

TN agrees to allow future extension and connection of the Skywalk from 225 Carlton Street to and/or through future proposed structures on public right of way or private holdings to support connection of the Skywalk to the RBC Winnipeg Convention Centre. TN shall be responsible for any and all cost, effort and expense associated with renovations, maintenance, security or risk to public access that will be required on private property to support extension and connection of the Skywalk from the most westerly end of the building located at 225 Carlton Street to the future extension and connection point.

The City agrees to enter into a future tripartite agreement with TN and third party to be determined for the construction of future Skywalk extension and connection that shall require to be constructed in keeping with the City's Weather Protected Walkway System, the City's Universal Design Standards, Urban Design Policy Guidelines, interior Skywalk design in keeping with the look and feel of construction of this Skywalk and other requirements as may be deemed necessary by the CAO.

TN shall be responsible for all costs, utilities, and operating expenses in connection with the use and occupation of the Skywalk including, but not limited to, license fees, business tax, property tax, garbage removal, janitorial service, snow removal from the Skywalk and security cost.

Immediately following construction or removal of the Skywalk, TN agrees to restore the lands in the Encroachment Area and the adjacent lands to a condition at least equal to the condition they were in prior to the said construction or removal. TN is responsible for any and all damages to the Encroachment Area, Skywalk and adjacent lands and public right of way, resulting from its use and occupation of the Encroachment Area.

TN will develop and construct the Skywalk to the satisfaction of the Director of Public Works and in accordance with the following requirements:

(a) ensure that a minimum vertical clearance of 5.3 metres above the road is maintained;
(b) ensure that all drainage from the Skywalk is controlled so as to ensure that water or excessive accumulation of snow/ice does not drain/fall directly to any traffic lane or sidewalk below;
(c) where applicable, vertical clearance signs shall be located in a visible location at the request of the Director of Public Works;
(d) With the exception of the single column noted on the attached Schedule A located in the right of way, and previously reviewed and approved by the Director of Public Works, ensure that any elements encroaching in the right of way are constructed and maintained in a way that does not interfere with facilities (road, bike lanes, sidewalk, etc.) meant for the mobility of users of the right-of-way (motorists cyclists, pedestrians);
(e) Ensure that the Skywalk and supporting structures are constructed so as to incorporate safety elements to prevent or minimize transportation-related injuries to users of the right-of-way, all to be built and maintained to the satisfaction of the Director of Public Works;
(f) Ensure that nothing is constructed on or attached to the exterior or interior of the Skywalk that will attract the attention of road users (motorists, cyclists and pedestrians);
(g) Ensure that the Skywalk does not include design elements that resemble a traffic control device or contain red, yellow or green colours; and
(h) Ensure that all lighting on the Skywalk is designed and maintained so as not to negatively impact road users due to glare.

That if at any time during the term, the City's reasonable requirements for the Encroachment Area or the underground structures within or adjacent to the Encroachment Area reasonably necessitate the modification of the Skywalk, upon prior written notice to TN, TN is responsible to do all things reasonably

necessary to modify the Skywalk as required by the City and to pay all reasonably costs and expenses associated therewith. The City must give 6 months written notice before modification of the Skywalk is required.

In the case of any emergency, TN and MPI agree to suspend their use of the Encroachment Area throughout the duration of such emergency to the extent necessary for the City to address such emergency.

TN is responsible to clean up litter in the immediate area as a result of use and occupation of the Encroachment Area;

The City is permitted access to the Skywalk, 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 Skywalk and appurtenances located within the Encroachment Area. Any such reasonable maintenance, operations, repairs, inspections or rehabilitations of the Skywalk made by the City as a result of such inspections shall become a debt due and owing by TN to the City.

TN will permit all utilities to enter the Encroachment Area for maintenance, repair or installation of services at any time without notice to TN or MPI and that any removal or relocation of existing facilities as a result of the development and construction of the Skywalk will be at the expense of the TN. Prior to any construction, development, digging or excavation of the Encroachment Area, TN will contact:

- Manitoba Hydro and/or Centra Gas Manitoba Inc.at the Call-Before-You Dig line at 480-1212;
- MTS at the Buried Plan Location Service at 204-941-7267, 48 hours prior to excavation for further confirmation in the field;

TN and MPI will not assign this agreement without the prior written consent of the City. Should either or both of the buildings on either side of the Skywalk be sold or transferred to a third party, TN and/or MPI will obtain an acknowledgement and contractual undertaking by the purchaser or transferee in a form satisfactory to the City to be bound by the terms and conditions of the Skywalk Agreement prior to such purchase or transfer taking place.

Each of TN and MPI will release, indemnify and save the City harmless from and against any and all claims for damages or injuries, including death, which may arise from their respective use, development, construction, maintenance of the Skywalk and/or on the Encroachment Area, the performance or failure to perform any of their respective obligations contained herein or the non-observance or default of any covenant or condition contained herein. . This provision shall survive any termination, cancellation or expiration of this Agreement.

TN and MPI will comply with all laws, by-laws, ordinances, rules, regulations, orders, requirements and recommendations of any and all federal, provincial, municipal and other governmental authorities or associates of insurance underwriters or agents which may be applicable to the TN and/or MPI or to the manner of use of the Skywalk or Encroachment Area.

TN will comply with the City of Winnipeg's Universal Design Standards in the design, construction and maintenance of the Skywalk.

TN will also implement and consider Crime Prevention Through Environmental Design (CPTED) in the planning, design, construction and maintenance of the Skywalk and Encroachment Area.

TN will submit all construction plans for the Skywalk and Encroachment Area to the City's Underground Structures Branch for review and approval prior to commencing construction and will thereafter construct in accordance with the approved plans.

The City advises that infrastructure is located within the Encroachment Area. TN will be responsible for all costs for any work, maintenance, repair or restoration that is required to the City's infrastructure as a result of TN's use, development, construction, maintenance or repair of the Skywalk or Encroachment Area. The City's infrastructure located in the Encroachment Area and adjacent includes the following:

- Hargrave Street – a 150mm water main and a 300mm combined sewer main, manholes, catch basin and lead;
- Graham Ave - a 250mm water main, a 300mm combined sewer main, various catch basins/curb inlets and their leads, manholes and 2 fire hydrants
- Carlton Street - a 1200mm storm retention sewer, 450mm clay sewer main, 250/200 mm water main and a hydrant

Additional comments, concerns and direction related to TN's development and construction of the Skywalk is attached hereto as Schedule "B" and TN will comply with all requirements set out therein.

TN and MPI will enter into a formal agreement with the City embodying the foregoing terms and conditions in the City's Standard Form Agreement and such other terms and conditions as the City Solicitor/Director of Legal Services on behalf of the City, and TN and MPI, all acting reasonably deem necessary, provided such other terms and conditions shall not conflict or be inconsistent with the foregoing terms and conditions.

All terms and conditions contained herein, are subject to the approval of Council, or its delegated authority, and are not binding until such time as that approval is obtained.

TN SQUARE INC. HEREBY ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

TN SQUARE INC.

Per: _____

Name: Jim Ludlow

TITLE: President Date: June 29, 2017

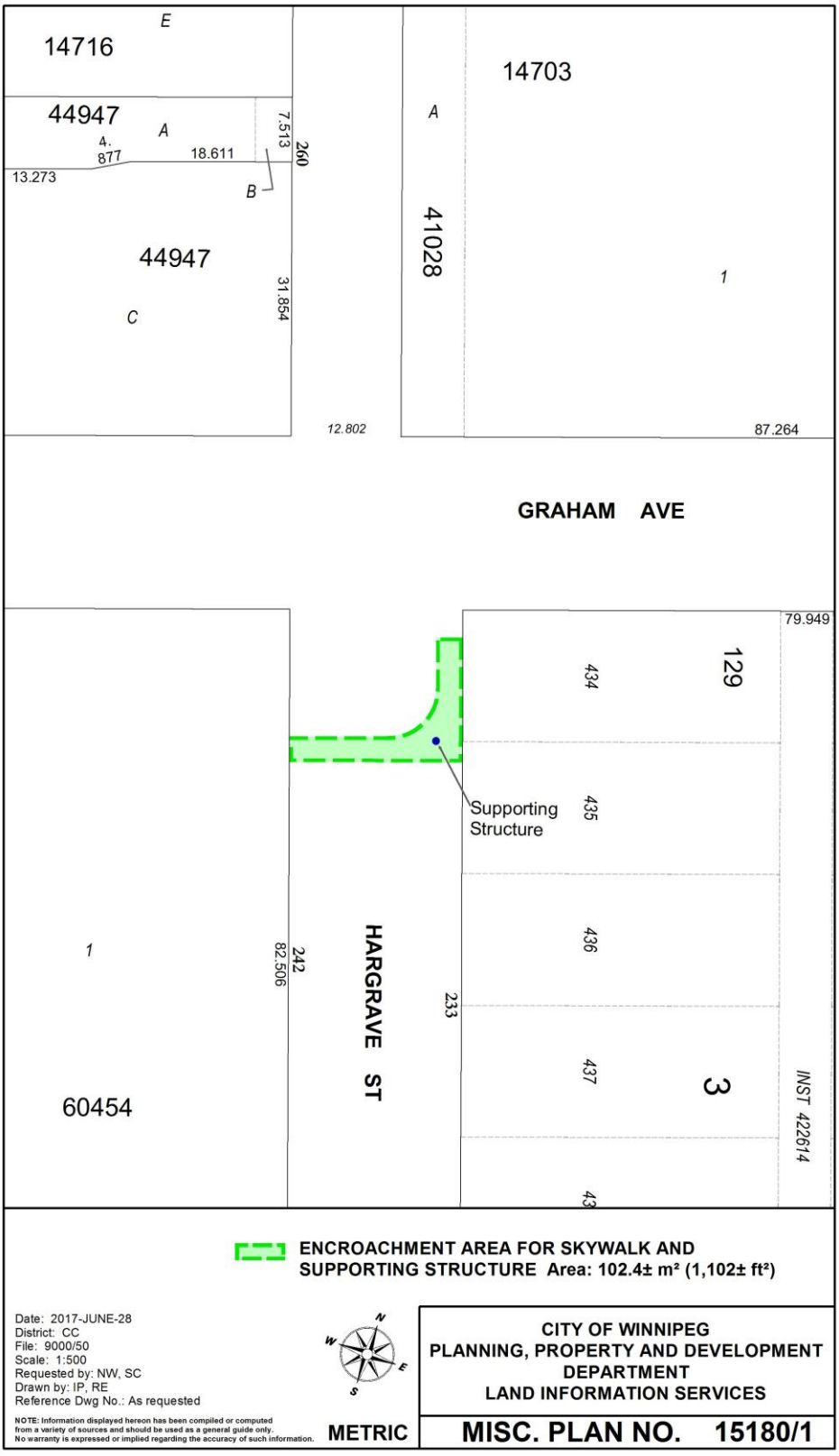
THE MANITOBA PUBLIC INSURANCE CORPORATION HEREBY ACKNOWLEDGES AND AGREES WITH THE ABOVE TERMS AND CONDITIONS.

THE MANITOBA PUBLIC INSURANCE CORPORATION

Per: _____

Name: Ward Keith
Vice President, Business Development, Communications and Chief Administrative Officer

TITLE: _____ Date: June 29/2017, 2017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INST 422614
ENCROACHMENT AREA FOR SKYWALK AND SUPPORTING STRUCTURE Area: 102.4± m² (1,102± ft²)
Date: 2017-JUNE-28
District: CC
File: 9000/50
Scale: 1:500
Requested by: NW, SC
Drawn by: IP, RE
Reference Dwg No.: As requested
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.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 15180/1

SCHEDULE B

Please see further concerns:

Manitoba Hydro (Gas) has reviewed the design submitted by The City of Winnipeg for the works encroaching on public right of way. The following parameters shall be followed when working in proximity to all natural gas mains. Please ensure that all requirements are communicated to your contractor.

1. **Natural Gas Record Drawings**
   - It was noted that the construction drawings you supplied did not show any gas facilities. Please add our facilities to your construction drawings as per the set we've returned to you.
   - NOTE: Services not shown and must be traced for location.
   - NOTE: Purple dashed line is Abandoned gas main.

2. **Special Concerns**
   Upon review, it was found that while the encroachment does not appear to cause any conflicts, the following areas were found to be of concern:
   - The proposed 4x103 mm conduit to MTS Power House on Graham Ave crosses a 219.1 mm steel distribution pressure gas main, and is potentially in close proximity to a 60.3 mm steel gas service. Please follow all restrictions below. Please add a "Caution – Gas" note to the area.
   - Several other utility and service lines (such as sanitary sewer, water service, storm drainage, and siamese connections) appear to cross a 219.1 mm steel distribution pressure gas main on Carlton Ave. Please follow all restrictions below.
   - Potential elevation conflicts caused by Parkade entrance/exit ramps. If grade changes extend beyond the property line into the public right of way then grading plans will need to be submitted to Gas Design for further review. Gas main relocation or lowering may need to be pursued depending on information provided.
   - Proposed trees along the east side of Carlton Ave appear to be in close proximity to an existing 219.1 mm steel distribution pressure gas main. Please see Note 5 for restrictions on tree placement.

3. **219.1mm Distribution Pressure Natural Gas Main - Intersection Garwood Ave and Harrow Street. (Sheet 2)**
   - Proposed communications conduit crosses over an existing 219.1mm distribution pressure natural gas main. A Manitoba Hydro Safety Watch may be required if any excavations are within 1.0 m of the 219.1mm natural gas main.
   - Contact "Click before you dig" a minimum of 2 weeks prior to any work commencing within 1.0 m of the 219.1mm distribution pressure natural gas main to arrange for the pipeline to be properly located and marked by Manitoba Hydro personnel at **ClickBeforeYouDigMB.com or Call 1-800-940-3447**. Upon receiving clearances, the excavator will be provided with the phone number of the appropriate District in order to coordinate a Manitoba Hydro Safety Watch, if required.

- A minimum 900 mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the 219.1 mm gas mains. Vibratory compaction cannot be used over or within 1.0 m of a main.
- If equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, earth bridging or steel plates shall be placed over the main and extend a minimum of 1.0 m on either side at each crossing location.
- When working with less than minimum cover, a minimum 300 mm of granular material shall be bladed into place with tracked equipment offset from the pipeline. Then static compaction equipment would be allowed and built up in layers until minimum cover is achieved.
- A smooth edged bucket shall be used for any excavations within 1.0 m of a large diameter distribution pressure main.
- Subbase material shall be bladed into place as opposed to being end dumped over the 219.1 mm gas main in areas with less than the minimum cover.
- Caution must be used to ensure the integrity of the pipeline coating. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro prior to backfilling.

4. Insufficient Cover

- Absolutely no work including concrete cutting or pavement breaking may occur over the pipeline (regardless of size) until depth of cover is determined and a safety watch is on site.

5. Tree Installation

- A minimum 1.9 meters of separation shall be maintained in all areas between the center line of new trees and the 219.1 mm gas mains. Under no circumstances are trees approved to be planted closer.
- The minimum separation may be reduced to 1.0 m if an approved root barrier system is used. For further details on approved products contact Andrew Greaves at agreaves@hydro.mb.ca.

6. Sidewalk Renewals

- Excavations shall be limited to removal of the existing concrete sidewalk. All further excavations within 1.0 m of any natural gas main or service must be completed by hand or soft dig methods.

7. Service Relocations

- This project may impact services. Services that are to be exposed in the subgrade must be rock wrapped and lowered during construction or replaced prior to construction. Manitoba Hydro will not be able to complete rock wrapping or lowering of any services unless the lowering is minimal (i.e. < 100-150 mm or < 4-6").
- Manitoba Hydro is currently performing lowerings and rock wrapping free of charge to City Of Winnipeg works.
- Under normal circumstances, the amount of time required to mobilize for this work is approximately 2-3 weeks.
- Please contact Shane Heiner at 204-360-5568 for any work required on site.

8. **General:**
   - Please note that the requirements of Manitoba Hydro's Safe Excavation and Safety Watch guidelines shall apply. All natural gas pipelines and service lines must be properly located and marked by Manitoba Hydro personnel. This can be arranged by visiting **ClickBeforeYouDigMB.com or call 1-800-940-3447.** Construction operations are not to commence unless these conditions are adhered to.
   - All excavations within 1.0 m of any natural gas main must be completed by hand or Hydro-excavation.
   - A minimum vertical separation of 300 mm from gas mains and 100 mm from gas service lines must be maintained between any Manitoba Hydro facility and any new installations.
   - A minimum 900 mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the 219.1 mm gas mains. Vibratory compaction cannot be used over or within 1.0 m of a main.
   - A minimum 450 mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the gas service lines. Vibratory compaction cannot be used over or within 1.0 m of a service.
   - If equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, earth bridging or steel plates shall be placed over the main and extend a minimum of 1.0 m on either side at each crossing location.
   - All construction operations within the vicinity of natural gas pipelines are to take place in a manner so as not to damage or cause detriment to the integrity of the natural gas pipeline. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro prior to backfilling.

Manitoba Hydro believes that there should be no problem with this work however; Manitoba Hydro makes no representations or warranties in that regard.

Please note that all construction drawings requiring review or approval must be mailed to Gas Design, 820 Taylor Avenue (1) Winnipeg, Manitoba, R3M 3T1. If you wish to send construction drawings electronically, they may be sent to GasDesign@hydro.mb.ca.

Water & Waste Department:

The Water Planning & Projects Delivery Branch had the following comments:

"One concern is that trees should not be placed over top of our existing 250 water main on Graham at this location.

For the proposed conduit crossing our 250 water main we require a minimum vertical separation of 0.5 m above or 1.0 m below."

SCHEDULE C

THE CITY OF WINNIPEG

BY-LAW NO. /2017

A By-law of THE CITY OF WINNIPEG to amend the Encroachment By-law to provide that said By-law is not applicable to skywalks.

THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

Encroachment By-law amended

1 The Encroachment By-law No. 692/74 is amended by this By-law

Section 2 amended

2 Section 2 is amended by adding the following definition in alphabetical order:

*"**skywalk**" means a pedestrian passageway that:*

(a) connects two separate buildings;

(b) crosses a street;

(c) is suspended above street level; and

(d) is either covered or fully enclosed so as to be protected from weather elements.

Section 3 amended

3 Section 3 is amended:

(a) in clause (b), by replacing "*Water By-law; and*" with "*Water By-law;*" ;

(b) in clause (c), by replacing "*Sewer By-law No. 92/2010.*" with "*Sewer By-law No. 92/2010; and*" ; and

(c) by adding the following after clause (c):

(d) skywalks.

DONE AND PASSED this day of , 2017.

_____
Mayor

_____
City Clerk

By-law No. /2017 2

Approved as to content:

_____
Director of Planning, Property and
Development

Legally reviewed and certified as to form:

_____
for Director of Legal Services
and City Solicitor