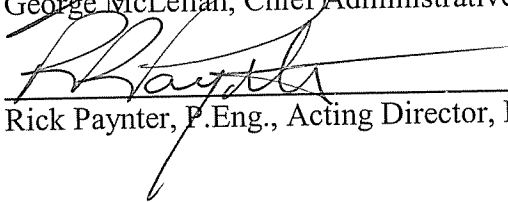

Halifax Regional Council
July 16, 2002

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


George McLellan, Chief Administrative Officer


Rick Paynter, P.Eng., Acting Director, Public Works & Transportation

DATE: July 11, 2002

SUBJECT: Encroachment Agreement - Maritime Life Communications Link,
Dutch Village Road

ORIGIN

Application by Maritime Life Assurance Company

RECOMMENDATION

It is recommended that Halifax Regional Council approve an encroachment to allow Maritime Life Assurance Company to install a telecommunications ductbank across Dutch Village Road and Lexington Avenue for the purposes of establishing a communications link between Maritime Life's buildings at 2701 and 2750 Dutch Village Road, in substantially the same terms as the attached agreement.

BACKGROUND

Maritime Life Assurance Company are doing a major renovation to their Craigmere Building at 2750 Dutch Village Road (former HRM offices). As part of this project, they wish to install a communications link between their new Craigmere Building offices and the existing office buildings at 2701 Dutch Village Road. The communications link would be contained within an underground ductbank crossing under Dutch Village Road and Lexington Avenue. The location of such a structure within HRM streets requires the prior approval of an Encroachment Agreement by Regional Council.

DISCUSSION

The proposed ductbank travels 9 m across Dutch Village Road and then turns south across an additional 26 m along Dutch Village and across Lexington Avenue (see sketch) for a total of 35 m. The ductbank will contain three 100 mm diameter ducts encased in concrete and its trench will occupy a width of 1.3 m. In accordance with By-Law E-200, the ductbank will therefore be subject to an annual encroachment fee of \$455 (\$10 per square metre).

The attached draft encroachment agreement also includes the following:

- Construction and maintenance of the ductbank must comply with Streets By-Law S-300.
- If requested by HRM, the ductbank would be relocated by Maritime Life at their expense.
- Performance security and the on-site supervision and certification of the works by a Professional Engineer will be required.
- Record information will be provided in paper and electronic format.

BUDGET IMPLICATIONS

The annual fee of \$455 will be a new revenue source for HRM.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**Encroachment Agreement
Maritime Life Communications Link
Dutch Village Road
Council Report**

- 3 -

July 16, 2002

ALTERNATIVES

Council could choose not to approve the encroachment agreement. Staff does not recommend this alternative.

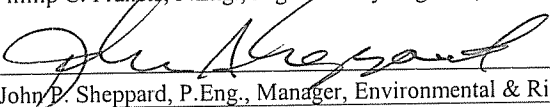
ATTACHMENTS

1. Draft Encroachment Agreement.
2. Sketch showing proposed ductbank.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Phillip C. Francis, P.Eng., Right of Way Engineer, Phone: 490-6219

Report Approved by:


John P. Sheppard, P.Eng., Manager, Environmental & Right of Way Services, Phone: 490-6958

This **Encroachment License Agreement** made this day of , 2002

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY
Of the One Part

and

Maritime Life Assurance Company
Of the Other Part

Recitals

1. (1) Whereas Maritime Life Assurance Company wishes to construct an underground telecommunications conduit across Dutch Village Road and Lexington Avenue to provide a communications link between their buildings at 2750 Dutch Village Road and 2701 Dutch Village Road;

(2) And Whereas by resolution of the Halifax Regional Municipal Council on _____, 2002, the Halifax Regional Municipality agreed to give Maritime Life an encroachment license in accordance with the terms and conditions set out in Halifax Regional Municipality By-Law E-200, being the Encroachment By-Law, and as contained in this license agreement.

Definitions

2. In this agreement, unless the context otherwise requires:

(a) "HRM" means the Halifax Regional Municipality established by S.N.S., 1995, c.3 succeeding and incorporating the former municipal units of the Town of Bedford, the City of Dartmouth, the City of Halifax and the Halifax County Municipality;

(b) "Engineer" means the Engineer as defined by the Halifax Regional Municipality Act;

(c) "Maritime Life" means Maritime Life Assurance Company.

License

3 Subject to the terms of this encroachment license agreement, HRM hereby grants to Maritime Life the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion of Dutch Village Road and Lexington Avenue, Halifax identified on Schedule "A" to install and maintain a ductbank containing three telecommunications conduits.

Relocation

4 The ductbank must be relocated within the street if requested by HRM which relocation will be at the expense of Maritime Life. Should Maritime Life wish to relocate the ductbank, such shall be done only upon receipt of the written consent of HRM, which consent shall not be unreasonably withheld and said relocation shall be at the expense of Maritime Life.

Permits

5 (1) Maritime Life agrees to comply with all municipal by-laws including the Streets By-Law, S-300 for the original construction of the works and all subsequent work which involves the excavation of the street.

(2) The application for a Streets & Services Permit shall include an engineering plan and profile of the proposed ductbank stamped by a professional engineer.

(3) The final location of the ductbank shall be subject to the approval of the Engineer.

(4) For the purposes of the construction of the original works, Maritime Life agrees to engage the services of a professional engineer, licensed to practice in the Province of Nova Scotia, and to file with the Engineer a written undertaking stating that the professional engineer had been engaged by Maritime Life to supervise and set out the work; that the work will be done in accordance with the approved plans; that the project shall be subject to full time inspection and approval by the professional engineer or his representative.

(5) For the purposes of the construction of the original works, Maritime Life agrees to arrange a preconstruction meeting with HRM staff and to provide a traffic control plan for review at this meeting.

(6) In addition to meeting the requirement of Streets By-Law S-300, for the purposes of the construction of the original works, Maritime Life agrees to deposit with HRM, performance security, acceptable to the Engineer, in the estimated amount of the cost of restoring the municipal infrastructure affected by the project, which security shall be released upon acceptance of the works by the Engineer and deposit of a maintenance security in the amount of 10% of said costs, or in the minimum amount of \$1000, to be valid for a period of one year from the date of the acceptance of said works.

(7) For the purposes of the construction of the original works, prior to release of said performance security, Maritime Life shall provide HRM with a certificate from a professional engineer certifying that all works are completed according to the approved drawings, any applicable

municipal services specifications, standard drawings and approved changes.

Record Drawings

6. Maritime Life shall provide a copy of the record drawings immediately upon completion of said project, and immediately upon completion of any relocation, both in hard copy and electronic format.

Indemnity

7. Maritime Life agrees to indemnify and save HRM harmless from all claims, liabilities and expenses of any kind in any way related to or connected with the grants of the rights set forth in this license agreement or from the existence or operation of the telecommunications ductbank however caused, except to the extent that the loss arises out of the gross negligence of HRM.

Fees

8. Maritime Life shall pay the fees set out in Encroachment By-Law E-200, and for the purpose of the calculation of said fees, it is agreed that the space occupied by the lines is 45.5 square metres.

Occupational Health & Safety Act

9. Maritime Life agrees to comply with the requirements of the Occupational Health & Safety Act and all regulations enacted pursuant thereto. Specifically Maritime Life agrees to exercise the due diligence required by the Act in ensuring that to the extent possible the requirements of the Occupational Health & Safety Act and its regulations are followed by its contractors or agents.

Termination

10. (1) Either party may terminate this license agreement at any time.
- (2) Upon termination of the license agreement, Maritime Life shall at HRM's option either:
 - (a) remove the ductbank and restore the surface of Dutch Village Road and Lexington Avenue.
 - (b) abandon all claim to title in the ductbank to HRM.

Notices

11. Any written notice or communication relating to the administration of this agreement to be given or delivered by one party to the other shall be deemed to be duly given or delivered by hand, by fax or by courier to the following addresses or such other address that may subsequently be provided:

Halifax Regional Municipality
Director of Public Works & Transportation
Scotia Square, Duke Tower, 4th Floor
5251 Duke Street
Halifax, NS, B3J 1P3

and

Maritime Life Assurance Company

Legal notices in respect of HRM must given in compliance with the Halifax Regional Municipality Act.

12. This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

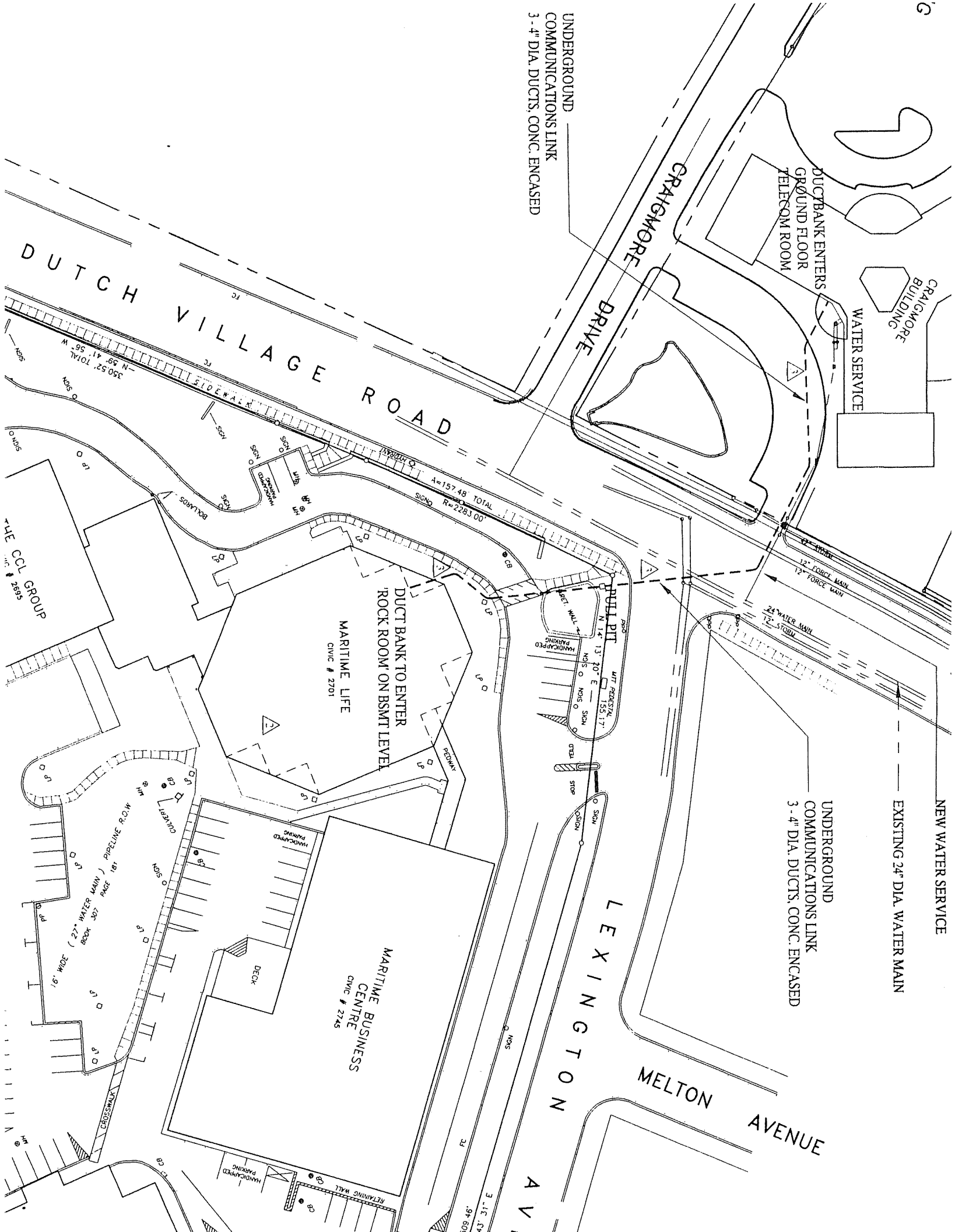
IN WITNESS WHEREOF the parties hereto have executed this License agreement as of the day and year first above written.

HALIFAX REGIONAL MUNICIPALITY

Mayor Peter Kelly

Regional Clerk, Vi Carmichael

Maritime Life Assurance Company



NEW WATER SERVICE

EXISTING 24" DIA. WATER MAIN

UNDERGROUND
COMMUNICATIONS LINK
3-4" DIA. DUCTS, CONC. ENCASED

DUCT BANK ENTERS
GROUND FLOOR
TELECOM ROOM

WATER SERVICE

CRAIGMORE
BUILDING

CRAIGMORE
DRIVE

UNDERGROUND
COMMUNICATIONS LINK
3-4" DIA. DUCTS, CONC. ENCASED

DUTCH
VILLAGE
ROAD

DUCT BANK TO ENTER
'ROCK ROOM' ON BSMT LEVEL

MARITIME LIFE
CIVIC # 2701

MARITIME BUSINESS
CENTRE
CIVIC # 2745

LEXINGTON
AVENUE

MELTON
AVENUE

THE CCL GROUP