




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

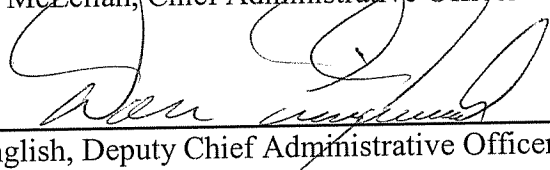
10.1.1

Halifax Regional Council
November 18, 2003

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


George McLellan, Chief Administrative Officer


Dan English, Deputy Chief Administrative Officer

DATE: October 31, 2003

SUBJECT: Encroachment - Prince Street Utility Tunnel

ORIGIN

Application by the Province of Nova Scotia, Transportation and Public Works

RECOMMENDATION

It is recommended that Halifax Regional Council approve the attached Encroachment Agreement to allow the Province of Nova Scotia to install a utility tunnel under Prince Street between the Johnston Building (1672 Granville Street) and One Government Place (1700 Granville Street).

BACKGROUND

The main purpose of the utility tunnel is to allow the installation of heating lines from the boiler plant in the Johnston Building (1672 Granville St.) to One Government Place (1700 Granville St.) to take the aging boiler plant at One Government Place out of service.

The construction of the tunnel is a poured concrete pad with two pre-manufactured “U” shaped concrete channels inverted to form a tunnel. Each of the channels will house two four inch heating lines, supply and return, a four inch conduit for future electrical connections between the buildings and a two inch conduit for data cabling.

The second set of piping in the second channel is to allow for a backup system. Therefore, excavation for the tunnel should not be necessary in the foreseeable future.

DISCUSSION

The proposed utility tunnel crosses the 16 m wide Prince St. between Barrington St. and Granville and its trench will occupy a width of 3.1 m. In accordance with Bylaw E-200, the ductbank will therefore be subject to an annual encroachment fee of \$496.00 (\$10. per square metre).

The attached draft encroachment agreement also includes the following:

- Construction and maintenance of the tunnel must comply with Streets Bylaw S-300.
- If requested by HRM, the tunnel would be relocated by the Province 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.

Construction of the tunnel will involve the closure of Prince between Barrington and Granville for a period approximately 2 weeks. This will have an impact on downtown traffic, but with Prince St. being at a lower volume than other east west routes, it should be manageable. Temporary working encroachment fees will be charged for this period.

BUDGET IMPLICATIONS

The annual fee of \$496.00 will be a new revenue source for HRM.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

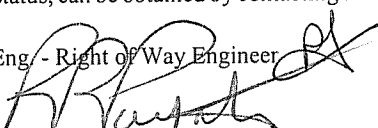
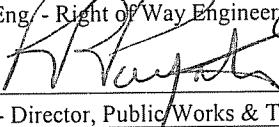
This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

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

ATTACHMENT

Draft Encroachment Agreement.

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 
Report Approved by:	 Rick Paynter, P.Eng. - Director, Public Works & Transportation

This **Encroachment License Agreement** made this day of , 2003

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY

Of the One Part

and

Province of Nova Scotia

Of the Other Part

Recitals

1. (1) Whereas the Province of Nova Scotia wishes to construct an underground utility tunnel across Prince St. between Barrington St. and Granville St. to provide a heating and communications link between the Johnson building and One Government Place,

(2) And Whereas by resolution of the Halifax Regional Municipal Council on _____, 2003, the Halifax Regional Municipality agreed to give the Province an encroachment license in accordance with the terms and conditions set out in Halifax Regional Municipality Bylaw E-200, being the Encroachment Bylaw, and as contained in this license agreement.

Definitions

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

- (a) "HRM" means the Halifax Regional Municipality as defined in the Municipal Government Act;
- (b) "Engineer" means the Engineer as defined by the Municipal Government Act;
- (c) "Province" means the Province of Nova Scotia

License

3 Subject to the terms of this encroachment license agreement, HRM hereby grants to the Province the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion of Prince St. between Barrington St. and Granville St., Halifax identified on Schedule "A" to install and maintain a heating and telecommunications utility tunnel

Relocation

4 The utility tunnel must be relocated within the street if requested by HRM which relocation

will be at the expense of the Province. Should the Province wish to relocate the utility tunnel, 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 the Province.

Permits

5 (1) The Province agrees to comply with all municipal bylaws including the Streets bylaw, S-300 for the original construction of the works and all subsequent work which involves the excavation of the street.

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

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

(4) For the purposes of the construction of the original works, the Province 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 the Province 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, the Province 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 Bylaw S-300, for the purposes of the construction of the original works, the Province 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, the Province 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. The Province 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. The Province 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 utility tunnel however caused, except to the extent that the loss arises out of the gross negligence of HRM.

Fees

8. (1) The Province shall pay the fees set out in Encroachment Bylaw E-200 for the space occupied by the utility tunnel. For the purpose of the calculation of said fees, it is agreed that the space occupied is 49.6 square metres.

(2) The Province shall pay the fees set out in Encroachment Bylaw E-200 for the temporary working space occupied during construction of the tunnel. This will include the whole Barrington St. to Granville St. block during such time that Prince St. is under a full street closure.

Occupational Health & Safety Act

9. The Province agrees to comply with the requirements of the Occupational Health & Safety Act and all regulations enacted pursuant thereto. Specifically The Province 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, The Province shall at HRM's option either:

- (a) remove the utility tunnel and restore the surface of Prince Street
- (b) abandon all claim to title in the utility tunnel 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
 21 Mount Hope Avenue
 Halifax, N.S. B3J 3A5

and

Province of Nova Scotia

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

Municipal Clerk, Vi Carmichael

Province of Nova Scotia

