

REVISED

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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
May 15, 2007

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Dan English", written over a horizontal line.

Dan English, Chief Administrative Officer

A handwritten signature in black ink, appearing to read "Wayne Anstey", written over a horizontal line.

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: May 8, 2007

SUBJECT: Encroachment Agreement - United Gulf Developments Limited
Sewage Forcemains, Citation Drive

ORIGIN

Application by United Gulf Developments Limited

RECOMMENDATION

It is recommended that Halifax Regional Council approve the attached Encroachment Agreement to allow United Gulf Developments Limited to install sewage forcemains across Citation Drive.

BACKGROUND

The Encroachment By-law (By-law E-200) requires that any proposed encroachments outside of those listed in the by-law be approved by Regional Council. The crossing of an HRM owned street by a privately owned pipe is one type of encroachment which requires an encroachment agreement and Regional Council approval.

United Gulf Developments Limited is currently constructing a new subdivision with a private wastewater treatment system. As part of the design of the subdivision, two private sewage forcemains crossing Citation Drive are necessary to convey wastewater from houses on the opposite side of the street to the private sewage treatment plant.

DISCUSSION

The proposed sewage forcemains cross Citation drive in the two locations shown on the attached plan (Attachment B). Each crossing will occupy a trench area of 1.3 metres by 16 metres for a total 41.6 square metres. In accordance with By-law E-200, the forcemains will therefore be subject to an annual encroachment fee of \$416.00 (\$10. per square metre).

The attached draft encroachment agreement also includes the following:

1. Construction and maintenance of the forcemains must comply with Streets By-law S-300.
2. United Gulf will be responsible for any maintenance on or relocation of the forcemains at their expense.
3. Performance security, on site supervision and certification of the works by a Professional Engineer is required to be submitted to HRM.
4. Record information will be provided in paper and electronic format.

Currently, the subdivision is under construction and HRM does not yet own Citation Drive. The encroachment would come into effect upon HRM taking over Citation Drive.

BUDGET IMPLICATIONS

The annual fee of \$416.00 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

1. Council could approve the encroachment agreement as proposed. Staff recommend this option
2. Council could choose not to approve the proposed encroachment agreement. Staff does not recommend this alternative as there is no alternative location of the pipes.

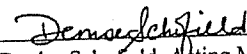
ATTACHMENTS

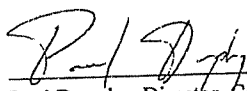
Attachment A: Draft Encroachment Agreement

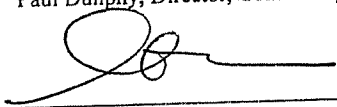
Attachment B: Plan of Proposed Encroachment, Citation Drive

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Mark McGonnell, Development Engineer, 869-4727

Report Approved by: 
Denise Schofield, Acting Manager, Development Engineering, 490-6252

Report Approved by: 
Paul Dunphy, Director, Community Development

Financial Approval by: 
Catherine Sanderson, Senior Manager, Financial Services, 490-1562

Attachment A: Draft Encroachment Agreement

This **Encroachment License Agreement** made this day of May, 2007

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY

Of the One Part

and

United Gulf Developments Limited

Of the Other Part

Recitals

1. (1) Whereas United Gulf Developments Limited wishes to construct two sewer forcemains crossing Citation Drive to provide a connection for adjacent properties to the sewage treatment plant;

(2) And Whereas by resolution of the Halifax Regional Municipal Council on May , 2007, the Halifax Regional Municipality agreed to give United Gulf Developments Limited 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 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) "United Gulf" means United Gulf Developments Limited.

License

3 Subject to the terms of this encroachment license agreement, HRM hereby grants to United Gulf the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion of Citation Drive, Hammonds Plains identified on Schedule "A" to install and maintain two sewage forcemains.

Location

4 The sewage forcemains must be located within the street in the locations shown on the attached plan on Schedule "A". If requested by HRM, any relocation will be at the expense of United Gulf. Should United Gulf wish to relocate one or both of the sewer forcemains, 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 United Gulf. Any and all maintenance as well as associated costs shall be undertaken and borne by United Gulf.

Permits

5 (1) United Gulf 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 sewage forcemains.

(3) The final locations of the sewage forcemains shall be subject to the approval of the Engineer.

(4) For the purposes of the construction of the original works, United Gulf 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 United Gulf 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, United Gulf agrees to arrange a preconstruction meeting with HRM staff and, if deemed necessary, 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, United Gulf 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, United Gulf 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. United Gulf 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. United Gulf 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 sewage forcemains however caused, except to the extent that the loss arises out of the gross negligence of HRM.

Fees

8. United Gulf shall pay the fees set out in Encroachment Bylaw E-200, and for the purpose of the calculation of said fees, it is agreed that the space occupied by the lines is 20.8 square metres.

Occupational Health & Safety Act

9. United Gulf agrees to comply with the requirements of the Occupational Health & Safety Act and all regulations enacted pursuant thereto. Specifically United Gulf 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, United Gulf shall at HRM's option either:
- (a) remove the sewage forcemains and restore the surface of Citation Drive.
 - (b) abandon all claim to title in the sewage forcemains 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 Engineering & Transportation
21 Mount Hope Avenue
Halifax, N.S. B3J 3A5

and

United Gulf Developments Limited

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.

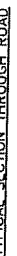
IN WITNESS WHEREOF the parties hereto have executed this License agreement as of the day and year first above written.

HALIFAX REGIONAL MUNICIPALITY

Mayor Peter Kelly

Municipal Clerk, Jan Gibson

United Gulf Developments Limited



Date	OCT 5, 2006	Drawn B. HARNETT	Engineer S. MILLIGAN
Scale	NTS	Reference	Project No. 1125
Surveyed		Approved	Plan No. 1125-ENCL