



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 11.1.3**

**Halifax Regional Council  
June 30, 2009**

**TO:** Mayor Kelly and Members of Halifax Regional Council

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

**SUBMITTED BY:**

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:** June 9, 2009

**SUBJECT:** Request for Encroachment - Eastern Passage Banners

### **ORIGIN**

Application from the Eastern Passage/Cow Bay Summer Carnival Committee.

### **RECOMMENDATION**

It is recommended that Halifax Regional Council:

- (1) approve the request to allow side-mounted banner brackets to be installed on 18 utility poles within the HRM right of way, subject to the attached encroachment agreement, and,
- (2) direct staff to draft a policy outlining the process for applying for side-mounted banner locations and addressing ownership and maintenance issues for current and future side-mounted banner brackets.

## **BACKGROUND**

Several Business Improvement Districts (BID's) within HRM currently maintain side-mounted banner brackets on utility poles & light standards within their boundaries. This activity is encouraged by HRM as part of the service agreements between HRM and the BID's as part of their Beautification Programs (Section 3.02.6 Service Agreement). Many high profile events have been advertised on these banners, such as Natal Day Celebrations, Tall Ships Festivals, and IIHF Hockey Championships.

## **DISCUSSION**

Despite their popularity in Business Improvement Districts, banners are not common outside BID's. As such, there is no policy or clear past precedent concerning banners and brackets. Staff agrees with the applicant that this initiative will bolster community pride and will promote community events in the Eastern Passage area such as their summer annual festival.

In the absence of a policy for banners and brackets outside BID's, staff is proposing that for this year the brackets be installed subject to an encroachment agreement. It is also suggested that HRM establish a policy for next and subsequent years encompassing all side-mounted banners within HRM right of ways. The attached encroachment agreement has been drafted such that the Eastern Passage banners and brackets will be governed by the encroachment agreement until such a policy is established by HRM. At that time, the agreement will be terminated and the banners and brackets will be subject to the new policy.

## **BUDGET IMPLICATIONS**

The area of the encroachments are so minimal that the side-mounted banner brackets would be subject to the minimum charge of \$10/year, as per Administrative Order 15. Whereas the encroachment fees are small, and the potential community benefits are large, staff recommends waiving the encroachment fees for these banners.

## **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**

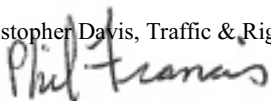
1. Council could choose to take ownership of the banner brackets once they are installed. As the owners of the brackets no encroachment agreement would be necessary, however, all maintenance costs will be incurred by HRM. This option is recommended if Council does not wish to enter into an encroachment agreement with the Eastern Passage/Cow Bay Carnival Association.
2. Council could choose not to allow the side-mounted banner brackets until a policy is drafted. This option would make installing banners and brackets impossible for the applicant this year. As the applicant has already ordered the fabrication of this year's banners, and no portion of the monies used to pay for the banners is from an HRM grant previously awarded to this committee, this option is not recommended.

**ATTACHMENTS**

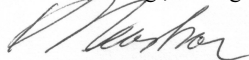
1. Examples of Existing Banners and Brackets in BID's
2. Proposed Brackets for Banners
3. List of Proposed Locations
4. Encroachment Agreement

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: Christopher Davis, Traffic & Right of Way, 490-7462



Report Approved by: Phil Francis, P.Eng., Manager, Right of Way Engineering, 490-6219



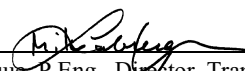
Report Approved by: Ken Reashor, P.Eng., Manager, Traffic & Right of Way, 490-6637



Report Approved by: Mary Ellen Donovan, Director, Legal Services, 490-4226



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

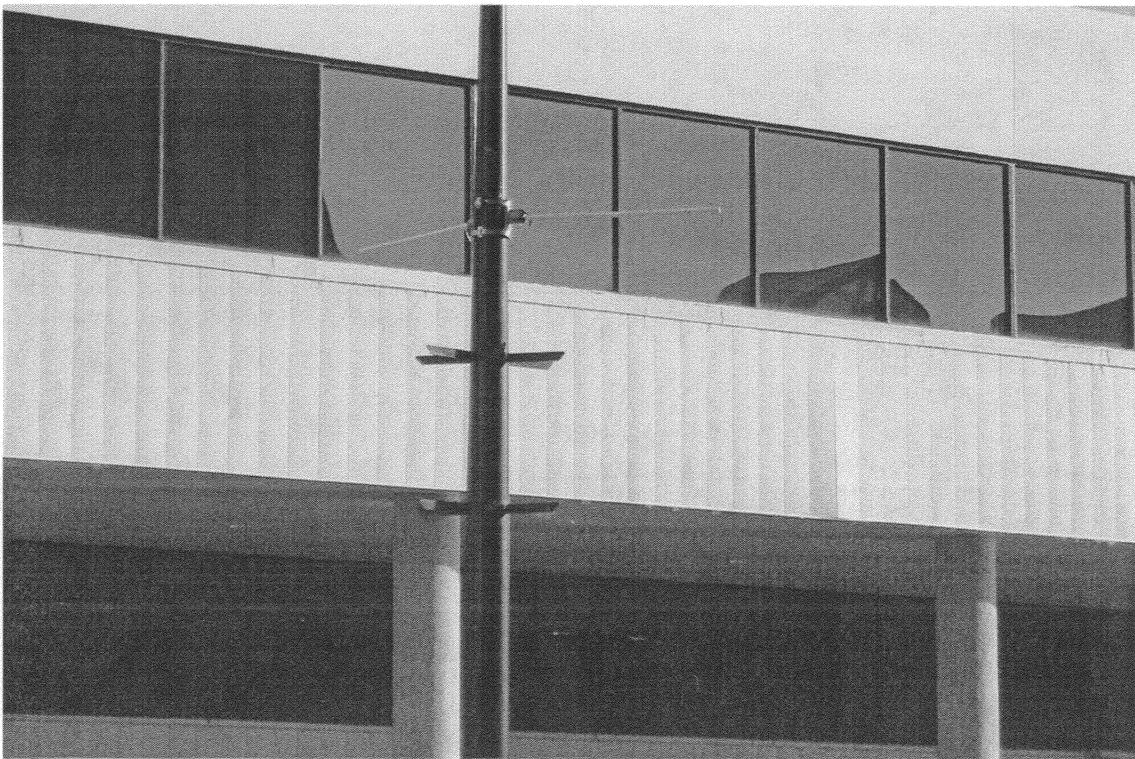
  
Report Approved by: Mike Labrecque, P.Eng., Director, Transportation & Public Works, 490-4855

Attachment 1  
Examples of Existing Banners and Brackets in BID's





## Examples of Existing Banners and Brackets in BID's



# Proposed Brackets for Banners (AD18, 18" X 36")

## Boulevard Bracket Kits

### Fiber-Glass Mounting System

Our advanced-design Boulevard Bracket system will withstand the elements.

The base is made from rust-free cast aluminum. The fiberglass arms will flex in strong winds, reducing some of the wind load off the banner.

The fiberglass arms are  $\frac{3}{4}$ " in diameter. Available in single and double banner installations.

### Available in Single & Double Kits



### Single Kit Includes:

- 2 - Poles
- 2 - Brackets
- 2 - Plastic ties
- 2 - Pins
- 2 - End caps
- 2 - Lock rings
- 4 - 40' Stainless steel bands

### SINGLE KITS

Item #	Description
AS18	SINGLE SET 18" KIT
AS24	SINGLE SET 24" KIT
AS30	SINGLE SET 30" KIT
AS36	SINGLE SET 36" KIT
AS42	SINGLE SET 42" KIT

### DOUBLE KITS

Item #	Description
AD18	DOUBLE SET 18" KIT
AD24	DOUBLE SET 24" KIT
AD30	DOUBLE SET 30" KIT
AD36	DOUBLE SET 36" KIT
AD42	DOUBLE SET 42" KIT

### SPARE PARTS

Item #	Description
BB40	STAINLESS STEEL STRAP
PB00	ALUMINUM BRACKET
PBCP2	CLEVIS PIN
PBKOR1	CLEVIS RING
PBEC34	PLASTIC END CAPS $\frac{3}{4}$ "

### SPARE PARTS

Item #	Description
PB0T0	CABLE TIES UV 7 $\frac{1}{4}$ "
PBP18	18" FIBER GLASS POLE
PBP24	24" FIBER GLASS POLE
PBP30	30" FIBER GLASS POLE
PBP36	36" FIBER GLASS POLE
PBP42	42" FIBER GLASS POLE

### **List of Proposed Locations**

It is proposed to install banner brackets on utility pole withing the public Right of Way at the following locations:

1. Across from civic 1350 Main Road, Eastern Passage
2. Fronting civic 1323 Main Road, Eastern Passage
3. Fronting civic 1395 Main Road, Eastern Passage
4. Fronting civic 1441 Main Road, Eastern Passage
5. Fronting civic 1453 Main Road, Eastern Passage
6. Fronting civic 1491 Main Road, Eastern Passage
7. Fronting civic 1515 Main Road, Eastern Passage
8. Fronting civic 1534 Shore Road, Eastern Passage
9. Across from civic 9 Government Wharf Road, Eastern Passage
10. Across from civic 1590 Shore Road, Eastern Passage
11. Across from civic 1598 Shore Road, Eastern Passage
12. Across from civic 1612 Shore Road, Eastern Passage
13. Fronting civic 2 Cow Bay Road, Eastern Passage
14. Fronting civic 4 Cow Bay Road, Eastern Passage
15. Fronting civic 36 Cow Bay Road, Eastern Passage
16. Fronting civic 69 Cow Bay Road, Eastern Passage
17. Fronting civic 71 Cow Bay Road, Eastern Passage
18. Fronting civic 92 Cow Bay Road, Eastern Passage

## Attachment 4

This **Encroachment License Agreement** made this       day of       , 2009

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**

Of the One Part

and

**Eastern Passage / Cow Bay Summer Carnival Association**

Of the Other Part

### **Recitals**

1. (1) Whereas Eastern Passage / Cow Bay Summer Carnival Association wishes to install side-mounted banner brackets along Main Rd, Eastern Passage, Shore Road, Eastern Passage, and Cow Bay Road, Eastern Passage;

(2) And Whereas by resolution of the Halifax Regional Municipal Council on \_\_\_\_\_, 2009, the Halifax Regional Municipality agreed to give Eastern Passage / Cow Bay Summer Carnival Association 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) “Carnival Association” means Eastern Passage / Cow Bay Summer Carnival Association

**License**

3. Subject to the terms of this encroachment license agreement, HRM hereby grants to the Carnival Association the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion Main Road and Cow Bay Road, Eastern Passage, identified in Schedule A to install and maintain side-mounted banner brackets as shown on Drawing 1.

**Relocation**

4. If necessary for municipal purposes, the banner brackets must be relocated within the street if requested by HRM, which relocation will be at the expense of the Carnival Association. Should the Carnival Association wish to relocate the banner brackets, 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 Carnival Association.

5. As the banner brackets will be installed on utility poles belonging to others, should the owner of said utility pole request the banner Brackets be relocated, the Carnival Association shall remove the banner bracket immediately. The Carnival Association may install the banner bracket at the new location upon receipt of the written consent of both HRM and the owner of the utility pole.

**Permits**

6. (1) A contractor, on behalf of the Carnival Association, agrees to comply with all municipal bylaws including the Streets bylaw, S-300 for the original construction of the works and all subsequent work within the street. This includes, but is not limited to, obtaining a Streets and Services Permit from HRM Traffic and Right of Way Services for the installation of the side-mounted banner brackets, and changing of banners.

(2) The final location of the side-mounted banner brackets shall be subject to the approval of the Engineer.

(3) For the purposes of the construction of the original works, the Carnival Association agrees to arrange a preconstruction meeting with HRM staff.

**Indemnity**

7. The Carnival Association 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 side-mounted banner brackets however caused, except to the extent that the loss arises out of the gross negligence of HRM.

**Fees**

8. The Carnival Association shall be exempt from the fees set out in Encroachment Bylaw E-200. There will be no annual charge for this encroachment due to the nature of the side-mounted banner brackets and its benefit to the public.

**Occupational Health & Safety Act**

9. The Carnival Association agrees to comply with the requirements of the Occupational Health & Safety Act and all regulations enacted pursuant thereto. Specifically the Carnival Association 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 Carnival Association shall at HRM's option either:
- (a) remove all side-mounted banner brackets over Main Road and Cow Bay Road, Eastern Passage.
  - (b) abandon all claim to title in the side-mounted banner brackets to HRM.
- (3) Should HRM adopt a policy by resolution of Council with respect to banners and banner brackets within the right of way, this agreement shall automatically be considered terminated, and the existing banner brackets shall be governed by the new policy.

**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 Transportation & Public Works  
PO Box 1749,  
Halifax, N.S. B3J 3A5

and

Eastern Passage / Cow Bay Summer Carnival Association  
48 Cherylann Drive,  
Eastern Passage, N.S. B3G 1S2

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

11. 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

**Eastern Passage / Cow Bay Summer Carnival Association**

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