
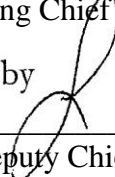


**Item No. 11.1.4**  
**Halifax Regional Council**  
**February 1, 2011**

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

**SUBMITTED BY:** Original Signed by   
Wayne Anstey, Acting Chief Administrative Officer  
Original Signed by   
Mike Labrecque, Deputy Chief Administrative Officer

**DATE:** January 21, 2011

**SUBJECT:** Encroachment Agreement – Armour Group, Waterside Centre

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**ORIGIN**

Application by Armour Group Ltd on behalf of the Waterside Centre.

**RECOMMENDATION**

It is recommended that Halifax Regional Council approve the attached Encroachment Agreement to allow Armour Group to install a sea water supply and return piping on Upper Water Street to their new Waterside Centre development.

## **BACKGROUND**

The Development Agreement for the Waterside Centre office building was approved by Council on April 7, 2009. An integral part of the Waterside Centre design is the ability to develop the building to meet the criteria of the Green Building Council of Canada's LEED Gold Certification. In order to meet this LEED standard, the developer, Armour Group, is proposing sea water piping which will use harbor water as the primary source for heating and cooling of the new building. The sea water piping will run from the Waterside Centre to the harbour via a crossing under Upper Water Street and connection to existing infrastructure within Historic Properties. The sea water piping will be privately owned and maintained by the owners of the Waterside Centre.

## **DISCUSSION**

The crossing is L-shaped and will occupy two trench areas of 3 metres by 14 metres each, for a total of 84 square metres. In accordance with By-Law E-200, the sea water piping will therefore be subject to an annual encroachment fee of \$840 (\$10.00 per square metre).

The attached draft encroachment agreement also includes the following:

1. Construction and maintenance of the sea water piping must comply with Streets By-Law S-300.
2. If requested by HRM, the sea water piping would be relocated by the Waterside Centre at their expense.
3. Performance security and on site supervision and certification of the works by a Professional Engineer will be required.
4. Record information will be provided in paper and electronic format.

The encroachment agreement would be effective concurrently with an approved Building Permit for the Waterside Centre.

## **BUDGET IMPLICATIONS**

Cost centre C430, Subdivision & Development, will be used to record this new annual revenue.

## **FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

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

## **ALTERNATIVES**

1. Council could approve the encroachment agreement as proposed. Staff recommends this option for the reasons outlined in the report.

2. Council could choose not to approve the encroachment agreement. Staff does not recommend this alternative as it could negatively impact the Waterside Centre development by not supporting energy conservation or the developments ability to meet the criteria of the Green Building Council of Canada's LEED Certification.

### **ATTACHMENTS**

Attachment A: Draft Encroachment Agreement

Attachment B: Site Servicing Plan, Profile and Details

Attachment C: Encroachment Request by the Armour Group Ltd.

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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.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: Ashley Blissett, Development Engineer, 490-6848

Report Approved by:

Denise Schofield, Manager Development Engineering, 490-6252

Report Approved by:

Taso Koutoulakis, Acting Manager Traffic & Right of Way, 490-4816

Financial Approval by:

Jerry Blackwood for/ Cathie O'Toole, CGA, Director of Finance, 490-6308

Report Approved by:

Paul Dunphy, Director, Community Development

Report Approved by:

Ken Reashor, P.Eng., Director, Transportation and Public Works, 490-4855

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## **Attachment A: Draft Encroachment Agreement**

This **Encroachment License Agreement** made this       day of       , 2011

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**

Of the One Part

and

**The Armour Group Ltd.**

Of the Other Part

### **Recitals**

(1) Whereas The Armour Group Ltd. wishes to install sea water piping within the public right-of-way under Upper Water Street, Halifax for private use;

(2) And Whereas by resolution of the Halifax Regional Municipal Council on \_\_\_\_\_, 2011, the Halifax Regional Municipality agreed to give The Armour Group Ltd. 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**

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

- (a) “HRM” means the Halifax Regional Municipality
- (b) “Engineer” means the Engineer as defined by the Halifax Regional Municipality Charter; and
- (c) “Armour Group” means The Armour Group Ltd.

**License**

2. Subject to the terms of this encroachment license agreement, HRM hereby grants to Armour Group the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion of Upper Water Street, Halifax identified on Schedule "A" to install and maintain the sea water piping.

**Relocation**

3. If necessary for the municipal purposes, the sea water piping must be relocated within the street if requested by HRM, and such relocation will be at the expense of Armour Group. Should Armour Group wish to relocate the sea water piping, 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 Armour Group.

**Permits**

4. (1) Armour Group agrees to comply with all municipal by-laws including the Streets By-Law, S-300, as amended from time to time, 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 stamped by a professional engineer of the proposed sea water piping.

(3) The final location of the sea water piping shall be subject to the approval of the Engineer.

(4) For the purposes of the construction of the original works, Armour Group 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 Armour Group to supervise and set out the work, that the work will be done in accordance with the approved plans, and 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, Armour Group agrees to arrange a preconstruction meeting with HRM Staff.

(6) In addition to meeting the requirements of Streets By-Law S-300, for the purposes of the construction of the original works, Armour Group 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, or in the minimum amount of \$1000.00, to be valid for a period for two years from the date of the acceptance of said works.

(7) For the purposes of the construction of original works Armour Group 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**

5. Armour Group shall provide a copy of the record drawings immediately upon completion of the work, and immediately upon completion of any relocation, both in hard copy and electronic format compatible with the HRM Geographic Information System (GIS).

### **Indemnity**

6. Armour Group 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 sea water piping however caused, except to the extent that the loss arises out of the gross negligence of HRM.

### **Fees**

7. Armour Group, agrees to 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 sea water piping is 84 square metres, at a rate of \$1.00 per 0.1 square metres, resulting in an annual fee of \$840.00 to be paid by March 1<sup>st</sup> annually.

### **Occupational Health & Safety Act**

8. Armour Group agrees to comply with the requirements of the Occupational Health & Safety Act and all regulations enacted pursuant thereto. Specifically Armour Group 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**

9. (1) Either party may terminate this license agreement at any time.

(2) Upon termination of the license agreement, Armour Group shall at HRM's option either:

(a) remove the sea water piping and restore the surface of Upper Water Street;

or

(b) abandon all claim to title in the sea water piping to HRM.

**Notices**

10. 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 and Transportation  
PO Box 1749  
Halifax, NS B3J 3A5

and

The Armour Group Ltd.  
PO Box 665  
Halifax, NS B3J 2Y3

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

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**

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Mayor Peter Kelly

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Municipal Clerk

**The Armour Group Ltd.**

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Attachment B: Waterside Site Servicing Plan

GENERAL NOTES

- 1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE HALIFAX REGIONAL MUNICIPALITY "REDBOOK-2009 EDITION" AND HALIFAX WATER (HALIFAX REGIONAL WATER COMMISSION-2010 EDITION).
- 2. INFORMATION PROVIDED ON THIS DRAWING IS BASED ON HALIFAX REGIONAL MUNICIPALITY HARBOUR SOLUTIONS PROJECT DRAWING SCS-HX-PD-006-C-001-1 AND DATA PROVIDED BY THE ARMOUR GROUP.
- 3. WATER PIPING SHALL BE CEMENT LINED DUCTILE IRON CLASS 52 (POLY WRAPPED).
- 4. THE CONTRACTOR SHALL PROVIDE ALL TESTING AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- 5. THE CONTRACTOR SHALL VERIFY WITH NS POWER AND AJUNT THE LOCATION OF POWER AND COMMUNICATION DUCTS IN THE AREAS OF EXCAVATION.
- 6. THE CONTRACTOR SHALL PROVIDE THE DESIGN ENGINEER WITH A MINIMUM OF 48 HR NOTIFICATION OF REQUIREMENTS FOR WITNESSING OF TESTING AND TO INSPECT AND LOCATE ALL PIPE PRIOR TO BACKFILL.
- 7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A STREETS AND SERVICES PERMIT PRIOR TO START OF CONSTRUCTION.
- 8. CONTRACTOR TO USE NON-SHRINK CONCRETE FILL UNDER EXISTING MAINS (AS INDICATED IN PROFILES) TO ELIMINATE SETTLEMENT. CONTRACTORS MAY INSTALL AND COMPACT BEDDING GRAVELS BELOW EXISTING SERVICES. ONCE COMPACTION EQUIPMENT CAN NOT PASS BELOW THE EXISTING SERVICE THE REMAINING SPACE WILL BE BACKFILLED WITH NON-SHRINK CONCRETE FILL.
- 9. SURVEY DATA PROVIDED BY SDMM ELEVATIONS BASED ON NSCM #23806 ELEV=41.11' BOUNDARIES BASED ON SDMM PLAN 14-1325-0 DATED JANUARY 22, 2008.
- 10. CONTRACTOR TO PROVIDE ALL NECESSARY SUPPORT SHORING DURING EXCAVATION BELOW EXISTING WATER, SEWER, POWER & COMMUNICATIONS DUCTBANKS TO ENSURE CONTINUED, UNINTERRUPTED SERVICE.
- 11. CONTRACTOR TO DISCONNECT AND PLUG ANY EXISTING WATER OR SEWER SERVICE CONNECTIONS TO ANY BUILDING IN BLOCK AG-1 AT THE MAIN. THE WATER VALVES, BOXES & SHUT OFFS MUST ALSO BE REMOVED.

HALIFAX REGIONAL MUNICIPALITY STANDARD DETAILS

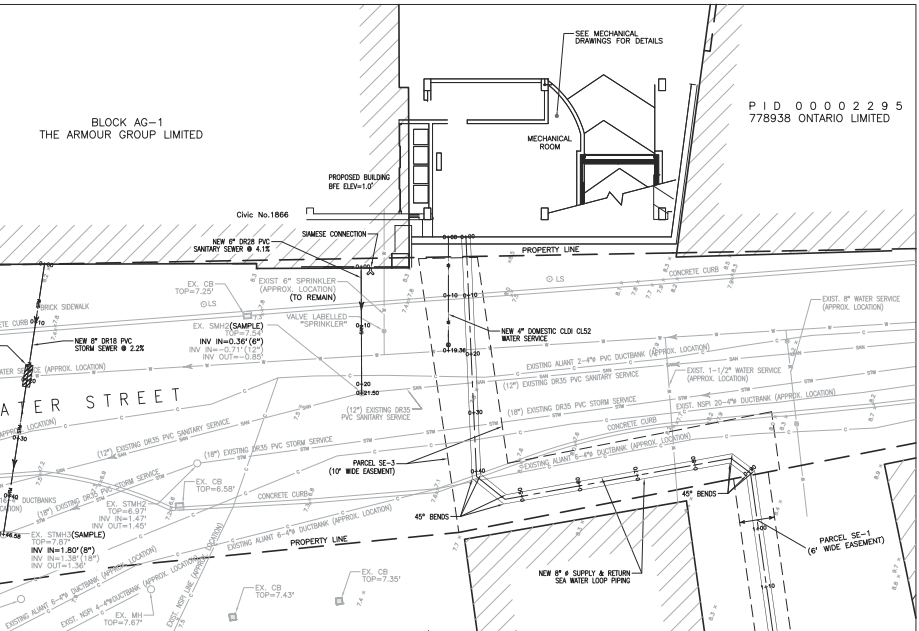
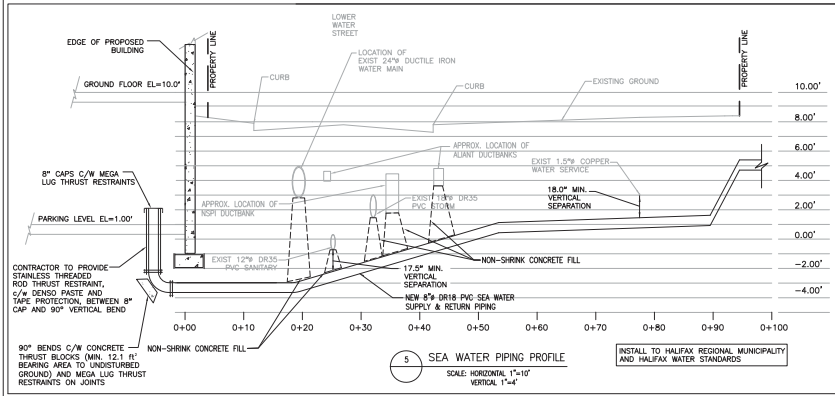
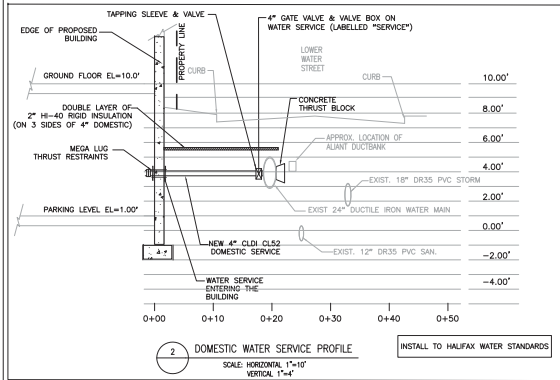
TRENCH AND BACKFILL CROSS-SECTION  
CONCRETE CURB & GUTTER  
CURB RENEWAL/PAYMENT DETAILS

HRM01  
HRM48  
HRM49

HALIFAX WATER STANDARD DETAILS

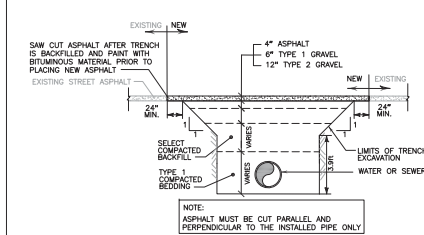
TYPICAL TRENCH PAYMENT WIDTH (WATER & SEWER)  
POLYETHYLENE ENCASUREMENT ON DUCTILE IRON WATER PIPES  
STANDARD MAINLINE VALVE CONNECTION  
TYPICAL ZINC ANODE INSTALLATION ON VALVES & COPPER SERVICES  
VALVE CLOSING DIRECTION NEW INSTALLATIONS  
CONCRETE THRUST BLOCK  
MECHANICAL JOINT RESTRAINT  
TYPICAL DOMESTIC & SPRINKLER CONNECTIONS AS SEPARATE SERVICES

HWSD-1000  
HWSD-1020  
HWSD-1030  
HWSD-1040  
HWSD-1060  
HWSD-1080  
HWSD-1090  
HWSD-1210



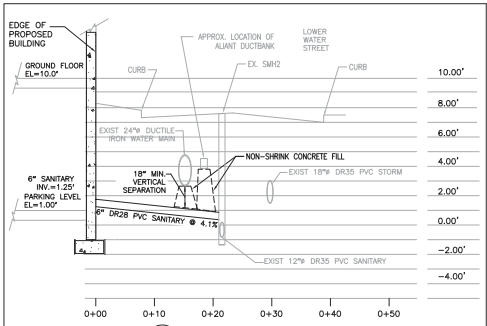
1 SITE SERVICES PLAN

SCALE: 1"=10'-0"



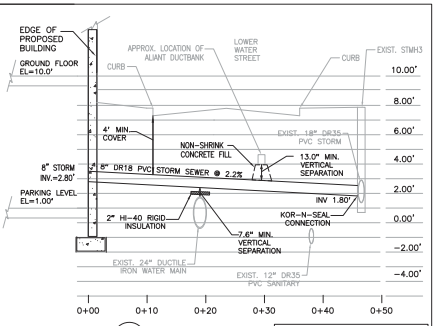
6 TRENCHING PAVEMENT REINSTATEMENT DETAIL

N.T.S.



3 SANITARY PROFILE

SCALE: HORIZONTAL 1"=10' VERTICAL 1"=4'



4 STORM PROFILE

SCALE: HORIZONTAL 1"=10' VERTICAL 1"=4'

LYDON LYNCH ARCHITECTURE

Client THE ARMOUR GROUP  
1701 HOLLES ST. HALIFAX, B3J 3M8  
(902) 422-4424  
F: (902) 423-8379

Project WATERSIDE CENTRE  
HISTORIC PROPERTIES

Consultants  
Lydon Lynch Architects Limited

Architects  
1672 Barrington Street  
Halifax, Nova Scotia B3J 2A2  
Tel: (902) 422-1446  
Fax: (902) 422-1449

Campbell Comeau Engineering Ltd

Structural Engineers  
5885 Spring Garden Road  
Halifax, Nova Scotia B3H 4S2  
Tel: (902) 429-5454  
Fax: (902) 444-3099

Chebutco Engineering Ltd

Mechanical Engineers  
1583 BELMONT RD, RR#2  
HUNSFORD, NS, B0N 2A0  
Tel: (902) 823-9331  
Fax: (902) 757-2633

Matheson Engineering Ltd

Electrical Engineers  
200-6000 Xerxes Rd  
Halifax, Nova Scotia B3K 4B8  
Tel: (902) 429-1832  
Fax: (902) 423-2046

Servant, Dunbrack, McKenzie & MacDonald Ltd

Civil Engineers  
36 GLAND CRESCENT  
Halifax, Nova Scotia B3S 1C6  
Tel: (902) 455-1537  
Fax: (902) 455-0479  
Project No.: 28028 (14-1-267)  
Plan No.: 16-067-3



NOTES  
DO NOT SCALE THIS DRAWING FOR CONSTRUCTION PURPOSES. USE FIGURED DIMENSIONS AS NOTED.  
THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH SPECIFICATIONS AND GENERAL CONTRACTING CONDITIONS.  
ALL DIMENSIONS AND CONDITIONS ARE TO BE VERIFIED ON SITE. ALL DIMENSIONS ARE TO BE VERIFIED TO THE FACE UNLESS OTHERWISE NOTED.  
THESE DRAWINGS ARE TO BE USED FOR THIS PROJECT ONLY WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

03 NOV 02, 2010	REVISED AS PER ADDITIONAL
	HW COMMENTS
02 OCT 8, 2010	REVISED AS PER HW &
	HRM COMMENTS
01 JULY 4, 2010	REVISED
	ISSUED FOR REVIEW
01 MAR 2, 2010	ISSUED TO CLIENT
No	Date
	Issued

03 NOV 02, 2010	REVISED AS PER ADDITIONAL
	HW COMMENTS
02 OCT 8, 2010	REVISED AS PER HW &
	HRM COMMENTS
01 JULY 4, 2010	REVISED
	ISSUED FOR REVIEW
01 MAR 2, 2010	ISSUED TO CLIENT
No	Date
	Issued

SITE SERVICING PLAN, PROFILES & DETAILS

Drawing Scale: AS NOTED  
Project No.: 28028  
Drawn By: M.J.M.  
Checked By: R.L.

## Attachment C



THE  
**ARMOUR**  
**GROUP**  
LIMITED

CONSTRUCTION DEVELOPMENT & MANAGEMENT  
P.O. BOX 665 HALIFAX, N.S., B3J 2T3

PHONE 422-4424  
FAX 423-8379

November 4, 2010

Halifax Regional Municipality  
7071 Bayers Rd., Suite 2005  
P.O. Box 1749  
Halifax, NS  
B3J 3A5

ATTENTION: Ashley Blissett, P.Eng.  
Development Engineer

**RE: Waterside Centre**

Dear Ms. Blissett,

As per our previous conversations, this letter will serve as a formal request to Halifax Regional Municipality to grant a service easement across Upper Water Street to allow for installation of harbour water supply and return piping to the new complex.

Armour Group's Development Planning Application, dated January 22, 2008 was specifically based on the Waterside Centre building being developed to meet LEED® Standards with a project that would dovetail with our Historic Properties development that uses seawater as the primary source of cooling.

Our Proposal of January 22, 2008 states at 6.3 under Public Utilities:

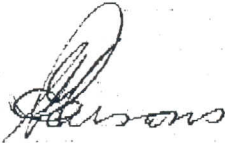
"The proposed development will require a service easement across Upper Water Street to allow for harbour water supply and return piping as the proposed project will have as its primary source of heating and cooling a sea water loop similar to the system servicing Historic Properties – Privateers Wharf which was installed in 1974. This sea water system will make a very positive contribution towards energy conservation and materially assist in having the proposed development meet the criteria of the Green Building Council of Canada's LEED® Gold Certification."

The Site Plan, enclosed with our January 22, 2009 submission clearly shows the sea water loop crossing Upper Water Street.

We have submitted plans showing the details requested by HRM and Halifax Regional Water Commission.

We therefore request that Halifax Regional Municipality grant this easement.

Yours truly,

A handwritten signature in dark ink, appearing to read "Parsons", is written over a faint, larger "Parsons" watermark.

Gordon Parsons, P.Eng.  
VP & Chief Operating Officer  
GP/cb