


Item No. 11.1.1
Halifax Regional Council
May 22, 2012

TO: Mayor Kelly and Members of Halifax Regional Council

Original signed by 

SUBMITTED BY: _____
Richard Butts, Chief Administrative Officer

Original Signed by _____
Mike Labrecque, Deputy Chief Administrative Officer

DATE: April 27, 2012

SUBJECT: Request for Encroachment – Quinpool Road Side Mounted Banners on
Utility Poles and Bicycle Rack Branding

ORIGIN

Application from the Quinpool Road Mainstreet District Association Limited for permanent encroachments.

RECOMMENDATION

It is recommended that Halifax Regional Council **approve** the request to allow:

- 1) Side Mounted Banners to be installed on utility poles within the HRM right of way along Quinpool Road; and
- 2) Business Association Branding Signage on existing bicycle racks within the HRM right of way, subject to the attached encroachment agreement.

BACKGROUND

Several Business Improvement Districts (BIDs) within HRM currently maintain side-mounted banner brackets on utility poles and light standards within their boundaries. This activity is encouraged by HRM as part of the service agreements between HRM and the BIDs as part of their Beautification Programs. Some BIDs use the banners to help define their commercial district; the banners display a standard message or theme throughout (example: Downtown Dartmouth banners). Other districts use the banners to advertise major events, such as Natal Day Celebrations, Tall Ships Festivals, and IIHF Hockey Championships (example: Downtown Halifax Banners).

DISCUSSION

The banners proposed by the Quinpool Road Mainstreet District Association Limited – called the Quinpool MDA in the remainder of this report – would be installed within the geographic limits of the Quinpool MDA along Quinpool Road, Halifax. They will serve to identify the commercial district. It is part of an initiative by the Association to raise the profile of area as a place to do business. The banners will display the Quinpool MDA's brand, as shown on Schedule B of the Encroachment Agreement. The utilities that own the poles have issued letters stating they do not object to the proposal.

The request for signage in the existing bicycle racks was proposed by the Quinpool MDA because the section of Quinpool Road between Quingate Place and Monastery Lane has a different type of light standard than the rest of the street; a light standard which will not support the typical side mounted banner. Although there is not precedent in HRM of installing signs in bicycle racks, this seems to provide a reasonable alternative to side mounted banners along the block where installing banners is not possible. By allowing the signs, we enable the Quinpool MDA to achieve a consistent level of branding along the entire geographic Business Improvement Area.

The design of the signage is not complete, however the Quinpool MDA will work together with HRM Staff to ensure the final design of the bicycle rack signage does not impede cyclists from using the racks for their intended purpose. A sample of what the signage could look like is shown in Schedule C of the Encroachment Agreement.

BUDGET IMPLICATIONS

The applicant is required to pay a one-time license fee of \$60.00, and an annual encroachment fee proportional to the area of the encroachment. The areas of the encroachments are negligible. As such, the banners and signs would be subject to the minimum charge of \$10/year, as per Administrative Order 15. This new annual revenue will be directed to cost centre R112-4912.

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.

COMMUNITY ENGAGEMENT

The Quinpool MDA is driving this request as a service to its members. The board of the Association which represents the members (comprised of the business owners along Quinpool Road in the affected area) supports this initiative. As a result, HRM staff has not conducted an independent engagement process.

ENVIRONMENTAL IMPLICATIONS

Implications not identified.

ALTERNATIVES

Council could choose not to allow the proposed banners and signs to be installed on the utility poles along Quinpool Road. This is not recommended by staff, as the request to identify the Business Improvement Area is consistent with existing programs in many other areas of HRM.

Council could choose to allow the proposed banners but not allow the signs in the existing bicycle racks. This is not recommended by staff, as this would not allow the Quinpool MDA to consistently brand the area within the geographic limits of the MDA.

ATTACHMENTS

1. 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, P.Eng., Right of Way Engineer, 490-7462

Report Approved by: _____
Phillip Francis, P.Eng, Manager of Right of Way Services, 490-6219

Report Approved by: _____
Taso Koutroulakis, P.Eng. A/Manager of Traffic & Right of Way Services, 490-4816

Financial Approval by: _____
Greg Keefe, A Director of Finance & Information Technology/CFO, 490-6308

Report Approved by: _____
Ken Reashor, P.Eng, Director of Transportation and Public Works, 490-4855

Original Signed

This **Encroachment License Agreement** made this day of , 2012

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY

Of the One Part

and

QUINPOOL ROAD MAINSTREET DISTRICT ASSOCIATION, LIMITED

Of the Other Part

Recitals

1. (1) Whereas QUINPOOL ROAD MAINSTREET DISTRICT ASSOCIATION, LIMITED wishes to install banners on utility poles and signage on existing bicycle racks along Quinpool Road, Halifax;

(2) And Whereas by resolution of the Halifax Regional Municipal Council on _____ , 2012, the Halifax Regional Municipality agreed to give QUINPOOL ROAD MAINSTREET DISTRICT ASSOCIATION, 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 Charter.

(c) "Quinpool Road MDA" means QUINPOOL ROAD MAINSTREET DISTRICT ASSOCIATION, LIMITED

License

3. Subject to the terms of this encroachment license agreement, HRM hereby grants to Quinpool Road MDA the non-exclusive right by its officers, servants, agents and contractors at all times to enter on, over and under that portion of Quinpool Road, Halifax identified on Schedule "A" to install and maintain **25** 'Quinpool Road' banner signs as shown on Schedule "B" and signage¹ on bicycle racks as shown in Schedule "C".

Relocation

4. If necessary for municipal purposes, the banners or signs must be relocated within the street if requested by HRM, which relocation will be at the expense of the Quinpool Road MDA. Should the Quinpool Road MDA wish to relocate any banners or signs, 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

¹ Design of signage not complete. Sign depicted in Schedule "C" intended to demonstrate the concept only.

at the **sole** expense of the Quinpool Road MDA.

Permits

5. (1) Quinpool Road MDA agrees that its officers, servants, agents, and contractors will 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 and maintenance of the banners or signs.

(2) The final location of the banners and signs shall be subject to the approval of the Engineer.

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

Indemnity

6. The Quinpool Road MDA 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 banners or signs however caused, except to the extent that the loss arises out of the gross negligence of HRM.

Fees

7. The Quinpool Road MDA 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 banners and signs is 0.774 square metres.

Occupational Health & Safety Act

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

(a) remove the banners, signs, and associated hardware, and repair any damage the light standards or utility poles on Quinpool Road; or

(b) abandon any and all claims to title in the banners, signs, and associated hardware 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 Transportation & Public Works
P.O. Box 1749
Halifax, N.S. B3J 3A5

and

QUINPOOL ROAD MAINSTREET DISTRICT ASSOCIATION, LIMITED
6193 Quinpool Road
PO Box 33143
Halifax, N.S. B3L 4T6

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.
12. Quinpool Road MDA shall not acquire any right, title or interest in or to HRM property or HRM's public road allowance, or the portion thereof affected by the encroachment, except the right to maintain the encroachment in accordance with this agreement.
13. This agreement shall be construed according to the laws of the Province of Nova Scotia.
14. The parties agree this is a public document within the meaning of Part XX of the Municipal Government Act.

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

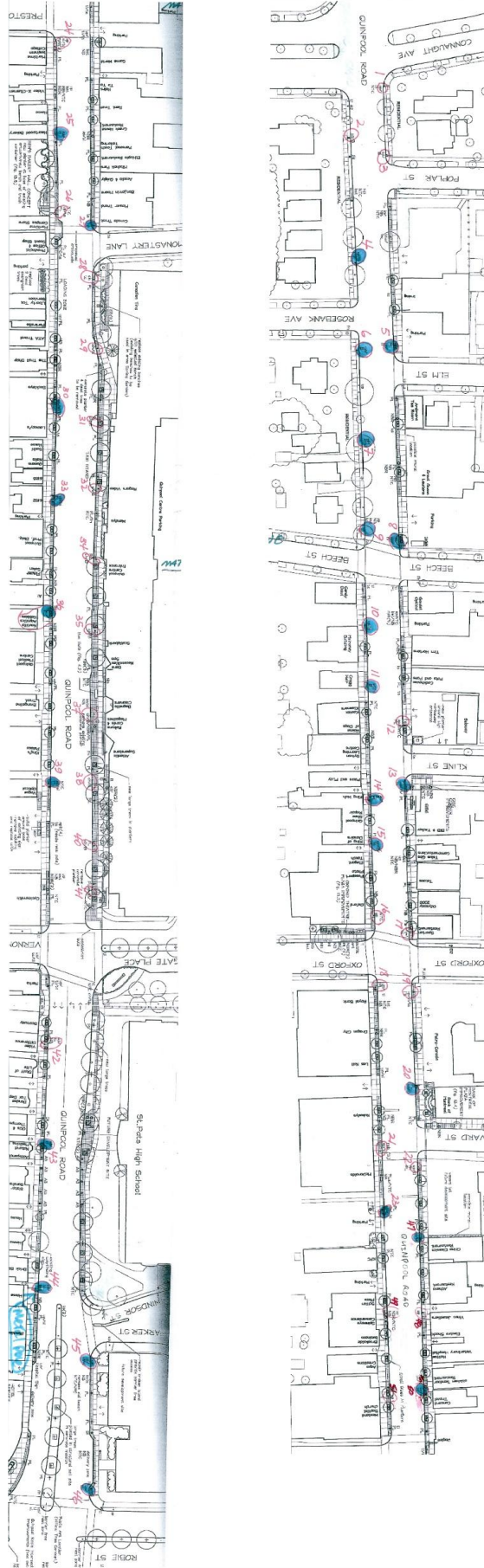
**QUINPOOL ROAD MAINSTREET DISTRICT
ASSOCIATION, LIMITED**

Name and Title
(I have authority to bind the corporation)

Name and Title
(I have authority to bind the corporation)

Schedule A – Location of the proposed banners along Quinpool Road, Halifax

*Darkened dots indicate proposed banner locations



Schedule C – Representation of proposed bicycle rack signs

