

# HALIFAX

P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 14.1.1**  
**Halifax Regional Council**  
**June 5, 2018**

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

Original Signed by 

**SUBMITTED BY:** Jacques Dubé, Chief Administrative Officer

**DATE:** May 8, 2018

**SUBJECT:** Request for Permanent Encroachment – Village on Main Signage

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## **ORIGIN**

Request by Main Street Dartmouth and Area Business Improvement Association for an encroachment on Main Street, Dartmouth.

## **LEGISLATIVE AUTHORITY**

HRM By-Law E-200, the Encroachment By-Law

Section 2(b) defines an encroachment as “a structure or facility upon, under or over a street and also includes any portion of the street required by the encroachment as a clearance from other structures by good engineering practice”

Section 3 states “no person is to construct or maintain any encroachment or make use of a street for construction or restoration purposes in the municipality unless an encroachment license has been issued by the municipality.”

## **RECOMMENDATION**

It is recommended that Halifax Regional Council approve the attached Amending Agreement between Halifax Regional Municipality and the Main Street Dartmouth and Area Business Improvement Association which amends an existing Encroachment Agreement, to include the approval to install a sign within the public right of way in the sodded boulevard between Main Street and Tacoma Drive, approximately opposite Stevens Road.

## **BACKGROUND**

The Main Street Dartmouth and Area Business Improvement Association recently rebranded to The Village on Main. The focus is to encourage the growth of the community as a whole; not solely on the commercial/business aspects. The new brand is focused around engagement. The Village on Main would like to install an interactive sign designed to look like a speech bubble in support of its new brand and public engagement initiatives.

There are two proposed sign locations; one is in the sodded boulevard between Main Street and Tacoma Drive, approximately opposite Stevens Road; within the public street right of way (only the location in the right of way must be approved by Council). The other will be on HRM lands which are not street right of way, near the corner of Tacoma Drive and Valleyfield Road.

Staff recently brought forward amendments to the Encroachments By-Law E-200 which delegated some approval authority to staff for certain types of encroachments. This type of ground mounted sign does not fall under the categories of signs for which approval was delegated to staff.

## **DISCUSSION**

Although the installation is proposed on HRM right of way, this green space functions more as a parkette than as street. The installation of the sign at the proposed location will not pose any operational challenges to HRM. Staff consider this sign as an extension of the branding which has already been updated on the entrance signs and the light standard banners. A schematic of the proposed sign and location is provided as part of the Amending Agreement; Attachment A to this report.

The dimensions of the sign are as set out in the Schedule to the attached Amending Agreement. The area of the encroachment is approximately 0.76 m<sup>2</sup>. The applicant is required to pay a one-time license fee of \$60.00 and an annual encroachment fee of \$10.00 (as prescribed by HRM Administrative Order 15, the current fee is \$1 per 0.1 m<sup>2</sup>, subject to a minimum annual fee of \$10/year).

The sign is permitted in accordance with the Encroachments By-Law E-200.

## **FINANCIAL IMPLICATIONS**

The applicant is required to pay a one-time license fee of \$60.00 and an annual encroachment fee of \$10.00 (as prescribed by HRM Administrative Order 15, the current fee is \$1 per 0.1 m<sup>2</sup>).

## **RISK CONSIDERATION**

There are no significant risks associated with the recommendations in this Report.

## **COMMUNITY ENGAGEMENT**

Community Engagement, as described by the Community Engagement Strategy, is not applicable to this process as only the applicant can appeal the decision of Regional Council to the Appeals Standing Committee.

## **ENVIRONMENTAL IMPLICATIONS**

Implications not identified.

**ALTERNATIVES**

Council could choose not to approve the proposed Amendment Agreement. This alternative is not recommended.

**ATTACHMENTS**

1. Attachment A – Amendment Agreement including plan showing proposed encroachment

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Christopher Davis, P.Eng., Supervisor, Right of Way Services, 902.490.7462

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## AMENDING AGREEMENT

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This Amendment Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the “**Amendment Agreement**”) the date on which the last signatory signed this Agreement

BETWEEN:

**HALIFAX REGIONAL MUNICIPALITY**, a body corporate existing pursuant to the *Halifax Regional Municipality Charter*, S.N.S. 2008, c. 39 (as amended)

(hereinafter referred to as “**HRM**”)

-and-

**MAIN STREET DARTMOUTH AND AREA BUSINESS IMPROVEMENT ASSOCIATION**, a society incorporated in accordance with the Societies Act, R.S., c. 435 (as amended)

(hereinafter referred to as the “**Licensee**”)

**WHEREAS** the Licensee is an association with a purpose of encouraging community and commercial growth in the Dartmouth, Nova Scotia area;

**AND WHEREAS** HRM and the Licensee entered into an Encroachment License Agreement, dated March 27, 2014, (the “**License Agreement**”) in which the Licensee was permitted to install side-mounted banners on utility poles within the HRM street right of way;

**AND WHEREAS** the Licensee now wishes to install on an HRM right-of-way an interactive sign (the “**Sign**”) in support of the Licensee’s new brand and to complement their public engagement activities;

**AND WHEREAS** the parties now wish to amend the License Agreement to allow for the installation of the Sign to be added as an encroachment to the License Agreement;

**IN CONSIDERATION OF** the mutual promises and obligations contained in this Amendment Agreement, HRM and the Licensee covenant and agree as follows:

1. The License Agreement is amended as follows:

(a) Recital A is deleted and the following is inserted in its place:

**Whereas** the Licensee wishes to install side mounted banners on utility poles within the HRM street right of way along Tacoma Drive and Gordon Avenue, as shown and described in

Schedule A (the “**Banner Encroachment**”) and install an interactive sign in the sodded boulevard between Main Street and Tacoma Drive, as shown and described in Schedule B (the “**Sign Encroachment**”) and together the Banner Encroachment and the Sign Encroachment are the “**Encroachment**”);

- (b) Recital B is amended by adding “for the Banner Encroachment” immediately after the word “license” and immediately before the words “in accordance”.
- (c) Recital C is added immediately following Recital B as follows:

**And Whereas** by resolution of the Halifax Regional Municipal Council on December 10, 2013 the HRM agreed to give the Licensee an encroachment license for the Sign Encroachment in accordance with the terms and conditions set out in Halifax Regional Municipality By-Law E200, being the Encroachment By-law, and as contained in this License Agreement.

- (d) Section 1 is amended by adding the following immediately after the word “maintain” and deleting the words “the Encroachment”:

the Banner Encroachment and to enter on, over and under that portion of Main Street and Tacoma Drive, identified on Schedule B to install and maintain the Sign Encroachment.

- (e) Section 13 is amended by deleting “Encroachment is 0.02 square metres” and replacing it with the following:

“Banner Encroachment is 0.02 square metres and the Sign Encroachment is approximately 0.74 square metres.”

- (f) A schematic of the proposed Sign Encroachment and its location is inserted as Schedule B immediately following Schedule A. The Schedule B is attached to this Amendment Agreement.

- 2. Except as set forth in this Amendment Agreement, all other terms and conditions of the License Agreement remained unchanged.
- 3. This Amendment Agreement is incorporated within and made part of the License Agreement and shall therefore be subject to its terms and conditions in the same manner as if the amendments herein were original terms and conditions of the License Agreement.

[signature page follows]

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment Agreement as of the date of the last signatory to sign below.

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Date

**HALIFAX REGIONAL MUNICIPALITY**

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Witness

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Name:

Title:

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Witness

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Name:

Title:

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Date:

**MAIN STREET DARTMOUTH AND AREA  
BUSINESS IMPROVEMENT ASSOCIATION**

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Witness

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Name:

Title:

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Witness

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Name:

Title:

# SCHEDULE B

## Location and sketch of Sign Encroachment

