

Encroachment Agreement Request – Rosedale Golf Course

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| Date: | April 22, 2008 |
| To: | North York Community Council |
| From: | Director, Water Infrastructure Management |
| Ward: | 25 |
| Reference Number: | |

SUMMARY

To obtain Community Council's authority to negotiate and enter into an Encroachment Agreement with Rosedale Golf Association Limited (the "Owner") to permit the Owner to encroach on the City's sewer easement located on the Rosedale Golf Course, Toronto (the "Property") for the purpose of installing a sprinkler system and, Bell and hydro cables (the "Services").

RECOMMENDATIONS

It is recommended that:

1. The appropriate City officials be authorized and directed to negotiate and enter into an Encroachment Agreement with the Owner on such terms and conditions as may be required by the General Manager of Toronto Water and the City Solicitor, including, but not limited to the following:
 - a) The Owner provide the City of Toronto with a \$200,000.00 Letter of Credit as security for the repair of any damage which may occur to the City's infrastructure caused by the proposed Services;
 - b) Prior to the commencement of any work within the City easement, a Closed Circuit Television inspection (CCTV) be carried out to determine preconstruction conditions of the City's infrastructure. A second CCTV inspection be carried out following completion of the construction to locate any damage which may have been caused by the Owner's construction activities. All costs incurred by the City to carry out the CCTV inspections be paid by the Owner prior to the release of the Letter of Credit;

- c) If the second CCTV inspection reveals damage to the City's infrastructure, or that following an inspection by Toronto Water staff, the infrastructure is found to have been damaged by the Owner's construction activities, the Owner shall pay for all costs incurred by the City to make the necessary repairs. If the Owner fails to pay, the City shall draw from the Owner's Letter of Credit;
 - d) The Owner shall indemnify the City against all claims for loss or damage which may occur to the proposed work as a result of a leak or break to the City's infrastructure. The Owner shall also indemnify the City against all claims for loss or damage which may occur to the proposed Services for any future construction activity upon, or within the City easement, to repair, install, modify, or replace the existing City infrastructure by City staff or by contractors retained by the City to carry out said work;
 - e) The Owner shall not commence the proposed Services until the Encroachment Agreement is formally documented;
 - f) The Owner shall maintain the proposed Services as approved under the site plan approval in a good state of repair;
 - g) The Owner shall provide the City within six months of completion of site servicing, as-constructed drawing(s), with as-built geo-referenced horizontal and vertical location of the proposed Services in a format satisfactory to the City. The as-constructed drawing(s) shall be prepared and certified by a Professional Engineer or Ontario Land Surveyor, and;
2. The appropriate City Officials be authorized and directed to take the necessary action to give effect thereto.

FINANCIAL IMPACT

There are no financial implications.

ISSUE BACKGROUND

There are two registered easement agreements registered on the Property to protect the West Don Sanitary Trunk Sewer, as follows:

- in Dec. 21, 1966 - Instrument No. A184156 - shown as Parts 1-4 on Plan R-1284 and registered on PIN 10356-0351(LT); and
- in Dec. 21, 1964 - Instrument No. NY476637 - shown in heavy outline on the Plan P.1219-31 and registered on PIN 10356-0223 (LT).

The easement is 15.2 m in width and there is presently a 1350 mm sanitary trunk sewer located within the easement. The Owner has requested permission to encroach upon the

City easement in order to install the Services. City staff had requested that the Owner look at alternative solutions and/or locations for the Services, but are convinced that the only technically feasible location is within the City easement.

COMMENTS/CONCLUSIONS

Toronto Water staff have reviewed the proposal and have determined that the proposed Services will not negatively impact the existing infrastructure, nor hinder its' future maintenance.

Toronto Water staff are generally not supportive of encroachments on sewer easements. However, given the nature of the request and the fact that no other locations are technically feasible, City staff have no objections. It is the City's intention, however, to maintain the easement in a good state of repair. Should it become necessary to make repairs to the existing City infrastructure, the City will not be held responsible for any damage caused to the Services.

Toronto Water has no objections to the proposed encroachment subject to the Owner of the Property entering into an Encroachment Agreement on the terms and conditions satisfactory to the General Manager of Toronto Water and the City Solicitor.

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SIGNATURE

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