



**STAFF REPORT
ACTION REQUIRED**

Encroachment Agreement Request – Islington Golf Club Ltd.

Date:	December 12, 2008
To:	Etobicoke York Community Council
From:	Director, Water Infrastructure Management
Wards:	4
Reference Number:	

SUMMARY

To obtain Community Council’s authority to negotiate and enter into an Encroachment Agreement with Islington Golf Club Ltd. (the “Owner”) to permit the Owner to encroach on the City’s sewer easement located on the Islington Golf Club, Toronto (the “Property”) for the purpose of installing electrical and water services as part of their new irrigation system (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 owners of Islington Golf Club on such terms and conditions as may be required by the General Manager of Toronto Water, including but not limited to the following:
 - a) The Owner provide to the City of Toronto 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) The Owner to carry out a Closed Circuit Television (CCTV) inspection of the City’s infrastructure prior to the commencement of any work within the City easement, to determine preconstruction conditions of the City infrastructure and a second CCTV inspection following completion of the construction to locate any damage which may have been caused by the Owner’s construction activities;

- c) If the second CCTV inspection reveals damage to any of the City 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 in the City 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 in a state of good repair;
 - g) The Owner shall provide to 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

In 1951, the Township of Etobicoke obtained an easement agreement as Instrument No. LT 530138 on lands located on Islington Golf Club (attached sketch PS-2008-137). The easement is ten metres in width and was obtained for the installation and maintenance of a 375 mm sanitary sewer and a 1500 mm storm sewer. Due to changes in the Ministry of Environment's water extraction permitting regulations, Islington Golf Club requires a new reservoir and irrigation system. To provide for the new irrigation system, the installation of a below grade hydro duct and water force main is required to perpendicularly cross the City easement. The proposed services would be contained all within one trench. The width of the proposed encroachment is 1.2 m. The trench crossing the City easement will have a maximum depth of 1.6 m and a minimum vertical clearance of 1.8 m above the City's storm sewer. This is well within the City's technical guidelines for work near City sewers.

COMMENTS

Toronto Water is generally not supportive of encroachments on sewer easements. However, given the orientation of the City easement, the Owner has no choice but to cross the easement if they are to provide the required services for the Golf Club.

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

CONTACT

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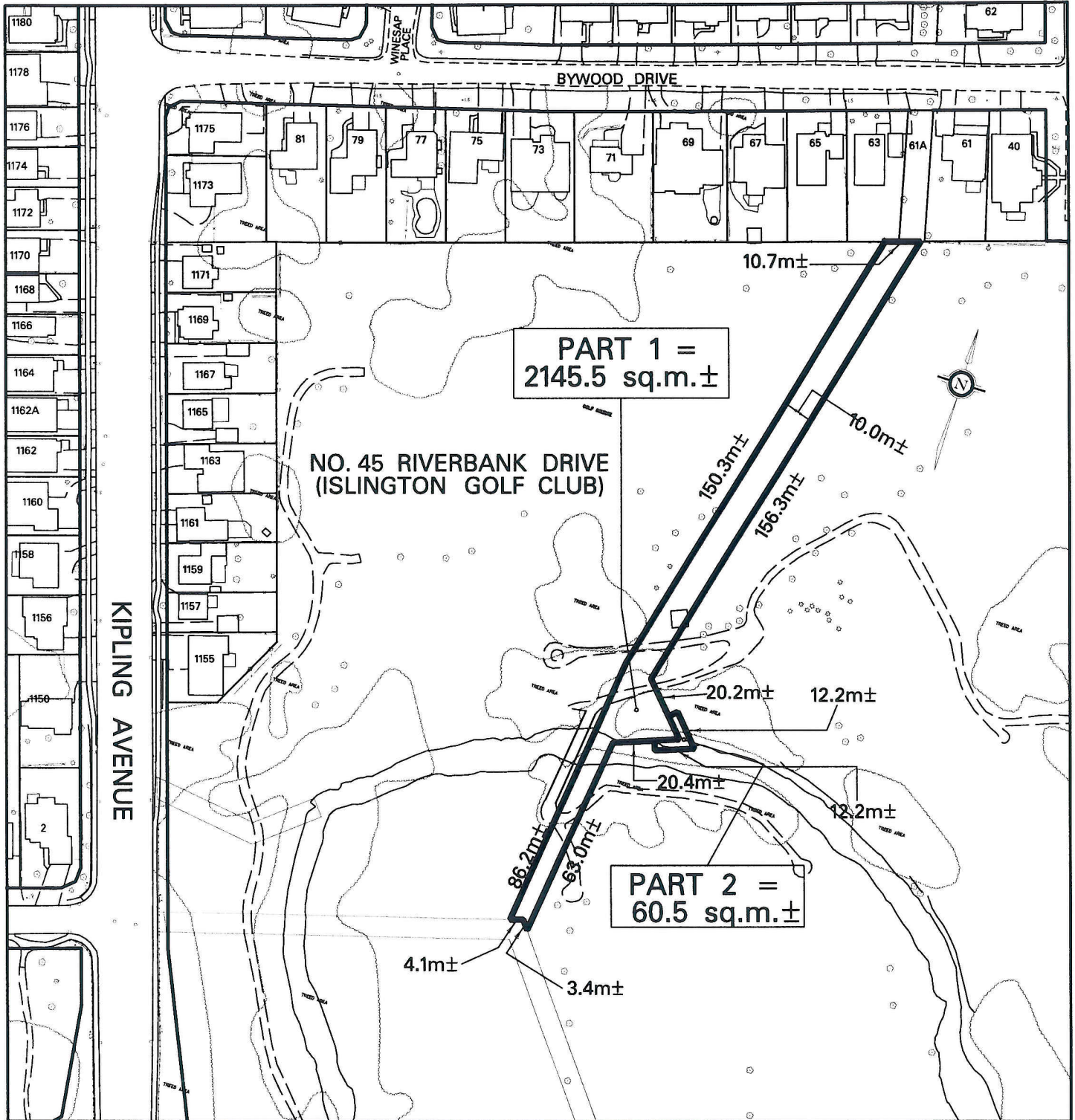
SIGNATURE



Michael D'Andrea, M.E.Sc., P.Eng
Director, Water Infrastructure Management
Toronto Water

ATTACHMENT

Property Data Sketch PS-2008-137



**PART 1 =
2145.5 sq.m. ±**

**NO. 45 RIVERBANK DRIVE
(ISLINGTON GOLF CLUB)**

**PART 2 =
60.5 sq.m. ±**

TORONTO
TECHNICAL SERVICES DIVISION
SURVEY & MAPPING SERVICES

NOTE:
THIS SKETCH HAS
BEEN COMPILED
FROM OFFICE RECORD.

CHECK BY JOHN HOUSE
PREPARED BY: DWAYNE PITT

PROPERTY INFORMATION SHEET
**CITY EASEMENTS CROSSING NO. 45 RIVERBANK
DRIVE (ISLINGTON GOLF CLUB). PART 1 –
INSTRUMENT NO. LT530138; PART 2 – INSTRUMENT
NO. B127877.**

WARD 4 – ETOBICOKE CENTRE
DATE: OCTOBER 30, 2008

SKETCH No. PS-2008-137