



**STAFF REPORT
ACTION REQUIRED**

**Encroachment Agreement Request – Rosedale
Golf Club**

Date:	April 06, 2010
To:	North York Community Council
From:	Director, Water Infrastructure Management
Ward:	25
Reference Number:	P:\2010\Cluster B\TW\ny10008

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 Club, Toronto (the "Property") for the purpose of installing a gas line, a 250 mm diameter water service and a 200 mm diameter sanitary sewer connection to the West Don Sanitary Trunk Sewer (the "Services").

RECOMMENDATIONS

Toronto Water recommends 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 provides the City of Toronto with a \$200,000.00 Letter of Credit as security for the repair of any damages which may occur to the City's infrastructure caused by the construction of the proposed Services.
 - b. The Owner shall carry out a Closed Circuit Television (CCTV) inspection of the City's infrastructure prior to the commencement of any work within the City's easement, to determine preconstruction conditions of the City's infrastructure and a post construction CCTV inspection following completion of the construction to

identify and locate any damages which may have been caused by the Owner's construction activities.

- c. If the post construction 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's 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 and signed.
 - f. The Owner shall maintain the proposed Services in a good state of repair.
 - g. The Owner shall provide the City within six months of completion of site servicing, as-constructed plan and profile 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.
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 2 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 two easements are 15.2 m in width and there is presently a 1,350 mm sanitary trunk sewer located within the easements. The Owner has requested permission to encroach upon the City easements in order to install the Services.

Toronto Water staff is 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 to maintain the infrastructure in a good state of repair. Should it become necessary to make repairs to the City's infrastructure, the City will not be held responsible for any damage caused to the Services.

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 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

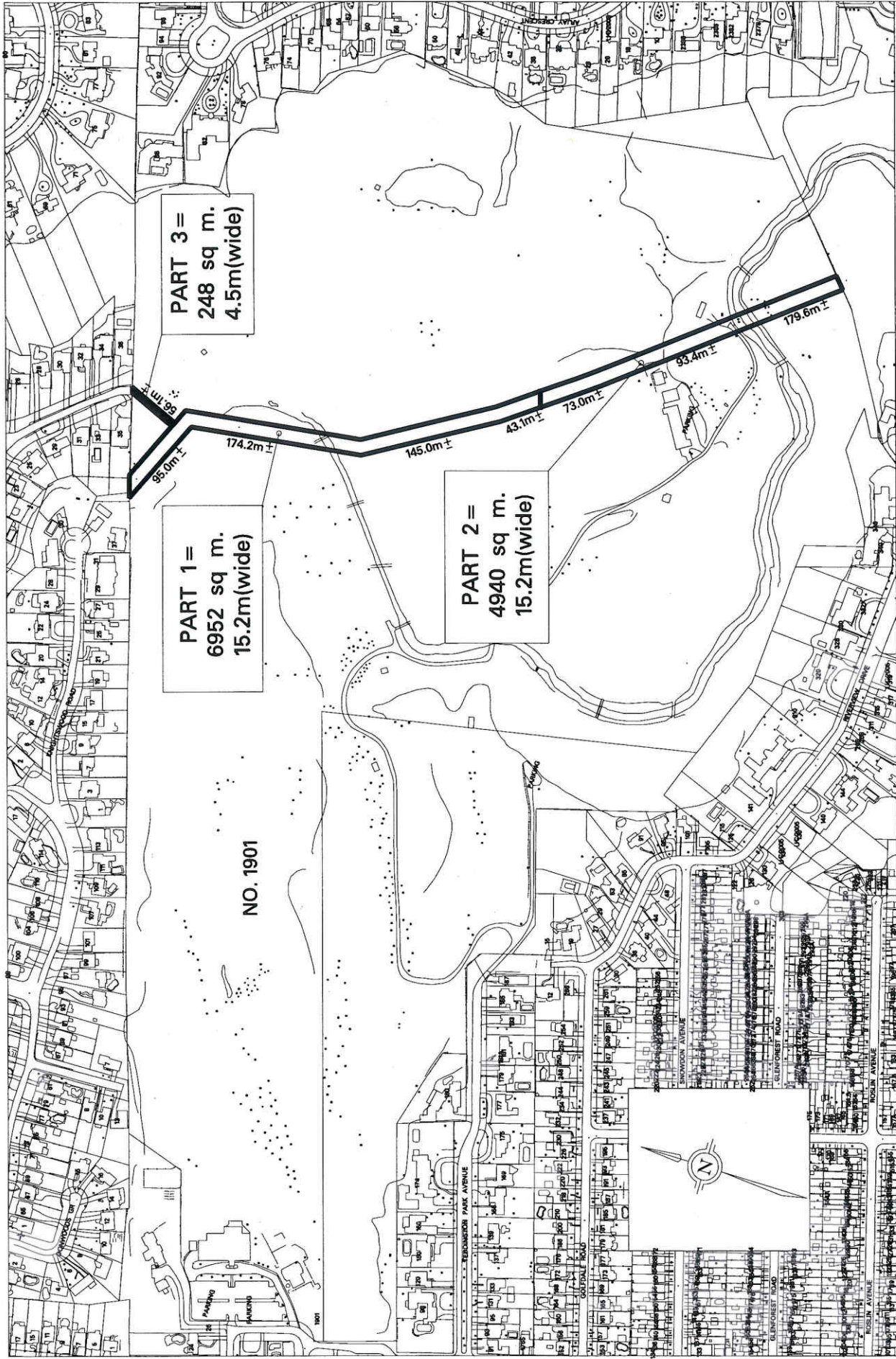
Lee Anne Jones, P.Eng.
Acting Manager, Policy and Program Development
Water Infrastructure Management Section
Toronto Water
Tel.: 416-338-2840
Fax: 416-338-2828
Email: ljones@toronto.ca

SIGNATURE

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

ATTACHMENT

Property Data Sketch PS-2008-050



PART 3 =
248 sq m.
4.5m(wide)

PART 1 =
6952 sq m.
15.2m(wide)

PART 2 =
4940 sq m.
15.2m(wide)

NO. 1901



NOTE:

THIS SKETCH HAS
BEEN COMPILED
FROM OFFICE RECORDS

NOT TO SCALE

CHECKED BY: JOHN HOUSE

PROPERTY INFORMATION SHEET

CITY EASEMENTS CROSSING NO. 1901 MOUNT PLEASANT ROAD

PART 1 – INSTRUMENT NO A184156; PART 2 – INSTRUMENT NO. NY476637

PART 3 – INSTRUMENT NO. NY543035

WARD 25 – DON VALLEY WEST

DATE: APRIL 4, 2008



TECHNICAL SERVICES DIVISION
SURVEY & MAPPING SERVICES

PREPARED BY: DWAYNE PITT

SKETCH No. PS-2008-050