



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

Item No. 15.1.2
Halifax Regional Council
January 27, 2026

TO: Mayor Fillmore and Members of Halifax Regional Council

FROM: Brad Anguish, Acting Chief Administrative Officer

DATE: December 15, 2025

SUBJECT: Application for Encroachment Agreement – DHBC Sign

ORIGIN

Request by Downtown Halifax Business Commission (DHBC) for an encroachment on Barrington Street, Halifax. This request for an encroachment is triggered by the Cogswell Redevelopment project, and the need to relocate the previously existing sign.

RECOMMENDATION

It is recommended that Halifax Regional Council approve the attached Encroachment Agreement between Halifax Regional Municipality and the Downtown Halifax Business Commission, the purpose of which is to grant an encroachment license for a sign within the public right of way in the sodded boulevard along Barrington Street beside the Halifax Water Treatment Plant and the roundabout.

BACKGROUND

The DHBC sign was previously located within the project limits of the Cogswell District Project on a parcel of land owned by Crombie REIT. As part of the approved works, the project removed and stored the sign with the intention of reinstalling it with the completion of construction. HRM and DHBC have worked together to propose a new location for the DHBC sign, which is better situated within the new urban fabric.

Encroachments By-Law E-200 delegates some approval authority to staff for certain types of encroachments; however, this type of ground mounted sign does not fall under the categories of signs for which approval was delegated to staff.

DISCUSSION

As the urban fabric in this area has changed substantially, DHBC was interested in installing the sign near the new roundabout. Multiple options were considered, factoring in sight lines and operational impacts. Although the installation is proposed on HRM right of way, this green space is located adjacent to the roadway and sidewalk. The installation of the sign at the proposed location will not pose any operational challenges to HRM. A schematic of the proposed sign and location is provided as part of the Encroachment Agreement; Attachment A to this report.

The dimensions of the sign are as shown in the Schedule at the end of the Encroachment Agreement. The area of the encroachment is approximately 2.6 m². The applicant is required to pay a one-time license fee of \$125.00 and an annual encroachment fee of \$26.00 (as prescribed by HRM Administrative Order 15, the current fee is \$1 per 0.1 m², 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 \$125.00 and an annual encroachment fee of \$26.00 (as prescribed by HRM Administrative Order 15, the current fee is \$1 per 0.1 m²). Revenues from this agreement would be directed to R112-4912 (Signs and Encroachments).

RISK CONSIDERATION

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

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

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

LEGISLATIVE AUTHORITY

Section 324(2) of the *Halifax Regional Municipality Charter* provides that “The Council may, by by-law, regulate encroachments upon, under or over streets, including stipulating the period of time an encroachment may remain and the entering into of agreements, including terms and conditions, for particular encroachments.”

Section 2(b) of By-Law E-200 (the Encroachment By-Law) 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 10(a) of By-Law E-200 (the Encroachment By-Law) provides that “... Council may enter into an agreement permitting any person to construct or maintain an encroachment upon such terms and conditions as Council may deem appropriate, and the provisions of this bylaw shall not apply to such encroachments provided that consideration for such agreement shall not be less than the fees payable by a licensee for a similar structure pursuant to subsection 5(2) and section 6 of this bylaw...”

ATTACHMENTS

Attachment 1 – Proposed Encroachment Agreement - Downtown Halifax Business Commission Sign

Report Prepared by: Elora Wilkinson, Project Manager, Major Projects Office, 902.719.5029
Christopher Davis, Manager, Right of Way Services, Public Works, 902-476-0349

This **Encroachment License Agreement** made this _____ day of _____, 20_____.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY, a body corporate
("HRM")

and

DOWNTOWN HALIFAX BUSINESS COMMISSION, a body
corporate
(the "Licensee")

Recitals

A. Whereas the Licensee owns a **GROUND MOUNTED SIGN** (the "**Encroachment**") beside **2180 BARRINGTON STREET (PID 41020363)** within the HRM street right of way as shown and described in Schedule "A";

B. And Whereas by resolution of the Halifax Regional Municipal Council on **INSERT COUNCIL MEETING DATE**, the HRM agreed to grant the Licensee an encroachment license in accordance with the terms and conditions set out in Halifax Regional Municipality By-law E-200, being the Encroachment By-law, and as contained in this license agreement.

In consideration of the mutual promises contained in this agreement the parties agree as follows:

License

1. HRM hereby grants this License to the Licensee for the Encroachment, giving the Licensee, its servants, agents and contractors, the non-exclusive right at all times to enter on, over and under that portion of **BARRINGTON STREET** identified in Schedule "A" to maintain the Encroachment, on the terms and conditions of this Agreement.

Ownership

2. The Licensee retains ownership of the Encroachment.

Relocation and Replacement

3. If the Encroachment must be relocated for HRM purposes, as determined at the sole discretion of HRM, such relocation will be at the sole expense of the Licensee. Should the Licensee wish to relocate or replace the Encroachment, such shall be done only upon receipt of the written consent of HRM, which may be withheld at the sole discretion of HRM and said relocation or replacement shall be at the sole expense of the Licensee.

Maintenance

4. The Licensee agrees, at its sole expense, to maintain the Encroachment in a safe condition and so that it is not dangerous or hazardous to traffic, pedestrians, the environment or the public at large.

5. HRM may at any time and without notice inspect the Encroachment and, to the extent required to inspect the Encroachment, enter upon the Licensee's land.

6. If HRM determines in its sole discretion that the Encroachment is unsafe or

dangerous, HRM may:

- (a) Notify the Licensee that the Licensee, at its sole expense, shall repair or alter the Encroachment in any manner that HRM determines in its sole discretion is necessary to make it safe; and
 - (b) If the Licensee does not, within fifteen (15) business days of receiving notice to repair or alter the Encroachment, begin the repair or alteration, HRM may cause the work to be done and the Licensee shall be fully responsible for all costs of the repair, alteration and restoration of the street right of way, and for all expenses incurred by HRM for the work.
7. If HRM determines in its sole discretion that the Encroachment is an immediate safety issue, danger or hazard, HRM may without notice and without compensating the Licensee remove the Encroachment and restore the street right of way or remedy the safety issue in any manner.
8. The Licensee agrees to reimburse HRM for the cost of all work done by HRM and all expenses incurred by HRM under sections 6 and 7 within fifteen (15) business days of receiving notice of the costs of the work or expense incurred.
9. HRM may, in addition to any other remedies available at law, lien the Licensee's property for any of the costs or expenses owed to HRM for the work.
10. The Licensee shall comply with all municipal By-laws, including the Streets By-law, S-300 which requires permits for all works within the municipal street right of way, for the maintenance of the Encroachment and all work which involves the excavation of the street.

Street Maintenance

11. HRM shall not be responsible for any loss or damage to the Encroachment, however caused, occurring as a result of required street maintenance, snow and ice removal, and street cleaning.

Indemnity

12. The Licensee agrees to indemnify and save harmless HRM, its Mayor, Councillors, employees, agents, contractors and volunteers from all claims, including actions for negligence, death, and injurious affection, liabilities, damages 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 Encroachment however caused, except to the extent that the loss arises out of the gross negligence of HRM.
13. This section shall survive the termination of this license agreement.

Insurance

14. A Licensee that is not a natural person shall purchase and maintain, during the term of this license agreement, commercial general liability insurance in the amount of not less than \$2 million in a form and with an insurer acceptable to HRM and with HRM named as an additional insured with respect to any claim arising out of the maintenance or use of the Encroachment or out of this license agreement. Evidence of such insurance shall be provided to HRM at the time of applying for this license and at any renewal of the insurance.

Fees

15. The Licensee shall be invoiced for, and shall pay, the fees set out in Encroachment By-law E-200 and Administrative Order 15, as amended, and for the purpose of the calculation of said fees, it is agreed that the space occupied by the Encroachment is **2.6 square metres**.
16. The Licensee acknowledges that the fee prescribed by Administrative Order 15 is subject to review by HRM Council and may be increased at any time by HRM Council.

Occupational Health and Safety Act, SNS 1996, c 7

17. The Licensee agrees to comply with the requirements of the *Occupational Health and Safety Act* and all regulations enacted pursuant thereto. Specifically, the Licensee agrees to exercise the due diligence required by the Act in ensuring that to the extent possible the requirements of the *Occupational Health and Safety Act* and its regulations are followed by its employees, contractors or agents.

Termination

18. HRM may terminate this license agreement, in writing, at any time. Upon receipt of notice that HRM intends to terminate this license agreement, the Licensee shall:
 - (a) pay to HRM all encroachment fees owing;
 - (b) pay to HRM the cost of all work done by HRM and all expenses incurred by HRM under sections 6 and 7; and
 - (c) at its sole expense, remove the Encroachment and restore the street right of way to the satisfaction of HRM within sixty (60) calendar days, unless otherwise agreed to between the parties.
19. The Licensee may terminate this license agreement under the following conditions:
 - (a) notification to HRM in writing of its intention to terminate this licence agreement;
 - (b) payment to HRM of all encroachment fees owed;
 - (c) payment to HRM for the cost of all work done by HRM and all expenses incurred by HRM under sections 6 and 7;
 - (d) at the Licensee's sole expense, removal of the Encroachment and restoration of the street right of way to the satisfaction of HRM within sixty (60) calendar days of notice to HRM, unless otherwise agreed to between the parties; and
 - (e) any other terms and conditions as may be necessary in the opinion of the Building Inspector for the Municipality, (the "**Inspector**"), or the Engineer of the Municipality as defined by the *Halifax Regional Municipality Charter*, SNS 2008, c 39, (the "Engineer") for the restoration of the street.
20. If the Licensee does not, within the sixty (60) calendar days or such other time agreed to between the parties, remove the Encroachment and restore the street right of way, HRM may cause the work to be done and the Licensee shall be fully responsible for all costs and expenses of the work. HRM may, in addition to any other remedies available at law, lien the Licensee's property for any of the costs or expenses owed to HRM.
21. The termination of this license agreement shall not be effective until the Licensee has paid all fees, costs and expenses owed to HRM under this license agreement and restored the street right of way to the satisfaction of HRM.

Notices

22. Any written notice or communication relating to the administration of this license 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
Executive Director of Public Works
P.O. Box 1749
Halifax, N.S. B3J 3A5**

and

**Downtown Halifax Business Commission
Chief Executive Officer
1546 Barrington Street, Suite 104
Halifax, NS B3J 3X7**

23. This license agreement shall not be assigned without the written permission of the Engineer. Where the Engineer grants such permission, the assignee takes the place of the Licensee under this license agreement.
24. This license agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors in title and permitted assigns.
25. The Licensee 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 license agreement.
26. This license agreement shall be construed according to the laws of the Province of Nova Scotia.
27. The parties agree this is a public document within the meaning of Part XX of the *Municipal Government Act*, SNS 1998, c 18.
28. If the Licensee is not a natural person the signatory declares that he or she has the authority to bind the corporation or organization.

BALANCE OF PAGE IS LEFT BLANK DELIBERATELY. SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this license agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in
The presence of:

DOWNTOWN HALIFAX BUSINESS COMMISSION

Witness

Name:
Title:

Witness

Name:
Title:

HALIFAX REGIONAL MUNICIPALITY

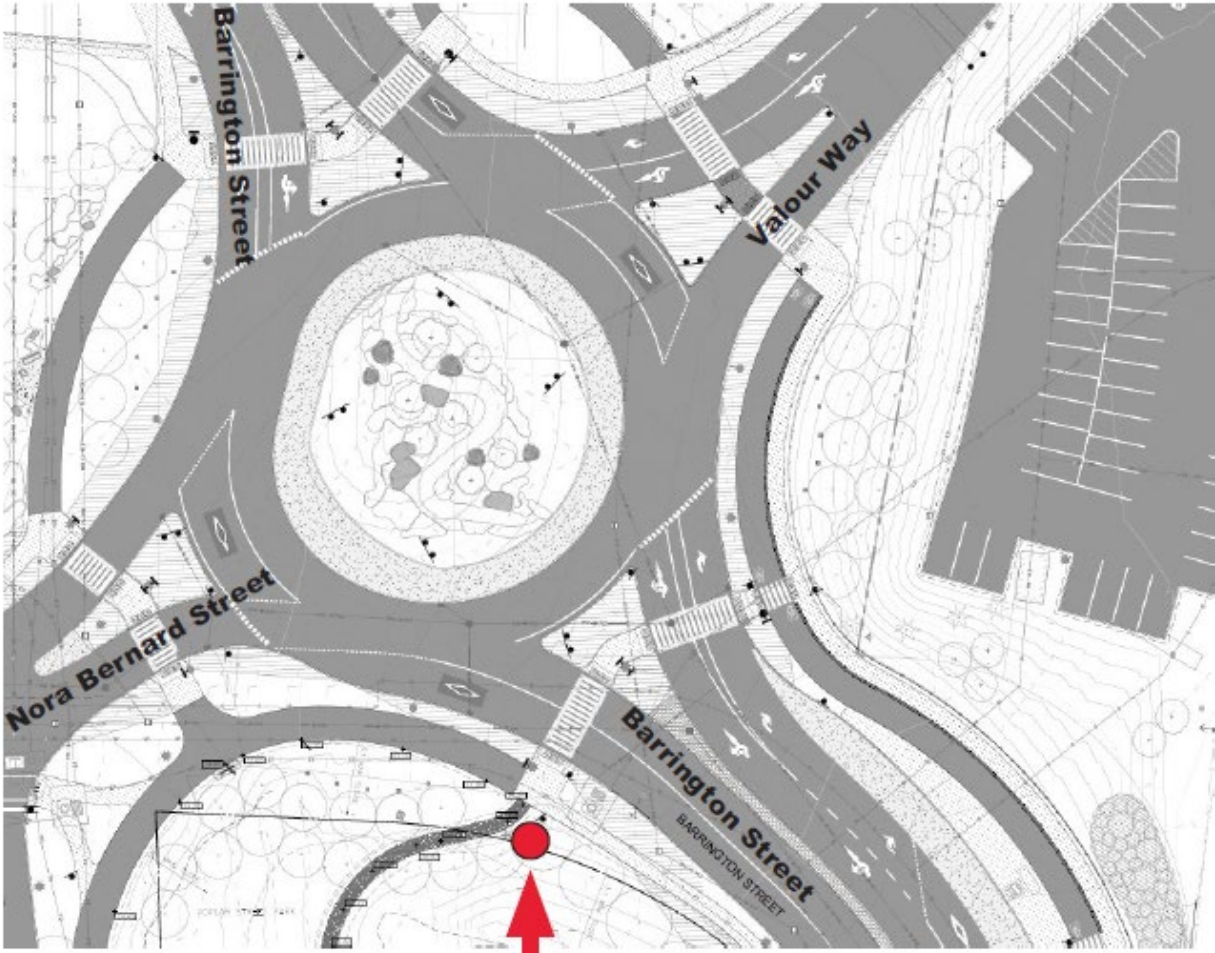
Witness

Mayor

Witness

Municipal Clerk

Schedule "A" – Location and Image of the Encroachment



**Approximate location of sign
(subject to actual site conditions)**

