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Halifax Regional Council
September 28, 2004

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Rick Paynter, P.Eng, Director, Public Works & Transportation

DATE: September 15, 2004

SUBJECT: **Responsibility for Maintenance of Roads - St. Margarets Bay Village
at Fox Hollow**

INFORMATION REPORT

ORIGIN

Item 10.3.3 (i) of the August 17, 2004 Halifax Regional Council.

BACKGROUND

At the August 17, 2004 Halifax Regional Council meeting, Councillor Meade asked for a report on the feasibility of HRM taking over maintenance of all roads in St. Margarets Bay Village at Fox Hollow.

In 1995, as part of the Provincial - Municipal Service Exchange, Nova Scotia Transportation and Public Works (NSTPW) announced that they would no longer own or maintain local streets in rural municipalities. In June of 1996, HRM and NSTPW signed an Agreement entitled "HRM - 01" (copy attached), which would provide a more workable and convenient operational arrangement whereby the Province would continue to maintain all local streets outside the urban core, in exchange for HRM providing maintenance of arterial and collector roads within the former Municipality of the County of Halifax, in areas located inside the urban core. This Agreement contained provision for the acceptance and maintenance (by NSTPW) of an additional 20 km of new roads created as a result of residential development outside the urban core.

This arrangement has provided some confusion in delineation of maintenance provision for multi phased subdivisions outside the core which were developed during the 1990's. Such is the case in St. Margarets Bay Village at Fox Hollow where a number of streets were developed prior to 1998, with NSTPW accepting ownership and maintenance responsibilities. Any new streets developed since 1998 have been accepted and maintained by Halifax Regional Municipality, once the 20 km new street acceptance provisions of Agreement HRM-01 were satisfied.

Through a winter service agreement with NSTPW, this subdivision is provided with winter snow and ice control services by NSTPW to their provincial service standard. However, other than winter operations, road maintenance is provided by both HRM and NSTPW in accordance with the respective service standards and funding levels.

DISCUSSION

To address this dilemma of dual maintenance responsibilities in rapidly developing growth areas adjacent to the urban core area and meeting the density requirements as outlined in Agreement HRM-01, staff were directed by Regional Council to explore the mechanism for expansion of the core boundary for a number of areas throughout the region.

Staff met with NSTPW numerous times in 2002 and 2003 to move the process forward, however the Province has determined that rather than pursuing localized road exchanges in accordance with Agreement HRM-01, that an expanded road exchange be considered in conjunction with ongoing negotiations toward establishing a Capital Transportation Authority. Dependant upon the progress of these negotiations, a road exchange, which will address concerns as raised by the residents of St. Margarets Bay Village at Fox Hollow, may be implemented as early as April 2005.

BUDGET IMPLICATIONS

There will be budget implications depended upon the final terms of the Capital Transportation Authority negotiations.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

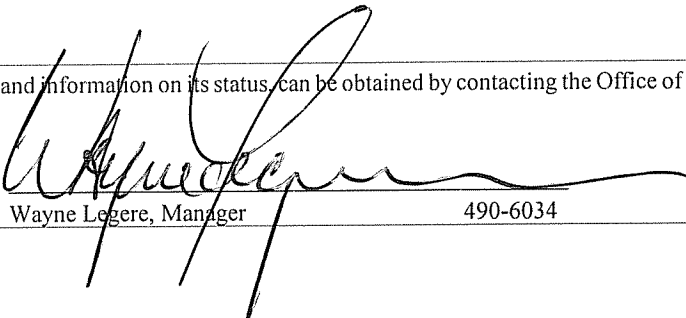
There are no recommended alternatives.

ATTACHMENTS

Agreement HRM-01

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by:


Wayne Legere, Manager

490-6034

AGREEMENT NO. HRM - 01

BOOK 6274
Pg. 733-761

PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

THIS AGREEMENT made , 1996.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of
Nova Scotia, represented by the Honourable Richard W.
Mann, Minister of Transportation and Public Works,

(hereinafter called the "Minister")

OF THE FIRST PART

- and -

THE HALIFAX REGIONAL MUNICIPALITY, a body
corporate,

(hereinafter called the "Regional Municipality")

OF THE SECOND PART

WHEREAS highways within the Regional Municipality have been conveyed to the Regional
Municipality by Her Majesty The Queen;

AND WHEREAS the Minister and the Regional Municipality have agreed to:

- (a) determine the basis on which additional highways will be designated for conveyance to the
Regional Municipality;
- (b) prevent or mitigate loss of employment to highway maintenance workers to the extent
possible; and
- (c) cost share the maintenance of certain highways, as authorized by Order in Council
dated July 9, 1996, made pursuant to Sections 26 and
27 of Chapter 371 of the Revised Statutes of Nova Scotia, 1989, the *Public Highways Act*.
- (d) certain other considerations as outlined

RECEIVED
AS TO FORM
[Signature]
Municipal Solicitor

NOW THIS AGREEMENT WITNESSES that in consideration of the covenants, promises and agreements hereinafter contained to be by them observed, performed and paid, the Parties mutually agree as follows:

FUTURE DELINEATION

1. (a) The Minister and the Regional Municipality agree that highways within an area of the Regional Municipality which meet the following criteria (which area is referred to in this paragraph as the "Urban Density Area") shall be transferred to the Regional Municipality:
 - (i) The urban density area must abut or lie within 10 kms of the area shown as the "Central Urban Core" shown in Schedule "C" which is attached to this agreement.
 - (ii) The urban density area must be at least 1 kilometre wide at any point.
 - (iii) The urban density area must be at least 1 kilometre by 1 kilometre in extent.
 - (iv) There must be at least 90 dwelling units per square kilometre in the urban density area.

Where there are substantial blocks of urban non-residential uses or large water bodies which preclude residential development, an equivalent area of residential development beyond the blocks must be added to the urban density area to determine its dimensions. The dwelling unit density will then be calculated only for the areas for residential development. This provision does not include large blocks of undeveloped land such as a municipal water supply water shed or unserved, future expansion areas for industrial parks.

- (b) Notice of the transfer of highways located within an area which meets the criteria set out in sub-paragraph (a) will be made by the Minister to the Regional Municipality prior to October 1, 1999, and on October 1 of every third year thereafter. Transfer of the highways shall take place on April 1, 2000, and on April 1 of every third year thereafter.
- (c) The parties hereto shall each monitor the location of new development within the Regional Municipality not within the area shown on Schedule "C" for possible future transfer to the Regional Municipality.

PERSONNEL

2. (a) The Regional Municipality agrees to hire Department of Transportation & Public Works employees directly displaced due to the street transfer, to a maximum of 29 employees, subject to availability of suitably skilled individuals and in accordance with the following:
 - i) Such employees shall be eligible to participate in a pension plan with the Halifax

Regional Municipality commencing at the time of appointment to positions with Halifax Regional Municipality. Halifax Regional Municipality and the Province will cooperate to transfer fully funded pension benefits from the provincial pension plan subject to the provisions of a reciprocal pension transfer agreement to be established between plans.

- (b) Nothing in this agreement is intended to restrict or prevent Halifax Regional Municipality from contracting out for services related to street maintenance.

COST-SHARING OF HIGHWAY MAINTENANCE

3. In Paragraphs 3 to 9 of this agreement

- (a) "highway" means and includes those streets within the Regional Municipality listed in Schedule "A" and are shown marked in blue in Schedule "B", which Schedules are attached to and form part of this agreement;
- (b) "maintenance" means
 - (i) the work of maintaining the full width of the pavement of the highway and includes repaving, patching, crack filling, application of slurry seal and seal coating, grading of shoulders, application of dust layer including shoulders, upkeep of shoulders; repair to curbs, gutters, and the drainage system from the gutters to the main storm sewer; cleaning and repair of ditches, culverts, catch basins and catch basin connectors to the main storm sewers; installation, replacements, repairs and addition to guide posts and/or guardrail; pre-marking and painting of centre lines, channelization lines and edge lines; street cleaning to a maximum of 3 times per year; mowing within the highway boundaries including medians; installation of new approved traffic control signals; placement, replacement and/or repairs to traffic signs and standards dealing with the directing of through traffic only; installation of new approved overhead sign structures,
 - (ii) the maintaining of a bridge, a bridge being defined as a structure having a clear span of 10 feet or more and includes the cost of maintaining the bridge railing and bridge deck including the sidewalk surfaces, repaving, seal coating, pre-marking and painting centre lines, channelization lines and edge lines, but shall not include bridge lighting, snow removal, ice control, or maintaining water or sewer lines. The placing of additional water and/or sewer lines on the bridge will be with the written permission of the Department. The Department will pay the full cost of any repairs to the

substructure or superstructure not specified above including bridge painting.

Maintenance does not include snow removal or ice control; maintenance of street lights, traffic signals or the cost of supplying electrical power to same; local traffic control signs; medians except mowing; sidewalks; painting of crosswalks and curbs; water lines or fire hydrants; raising or lowering catch basins or manholes, water valves, sanitary sewers or main storm sewers, unless these adjustments are made necessary by repaving; or any repairs made necessary by the carrying out of non-shareable work by the Regional Municipality or others,

Repaving, installation of new approved traffic control signals and installation of new approved overhead sign structures are covered under the maintenance agreement but is a capital expenditure and must be submitted separately through the person designated by the Deputy Minister of Transportation and Public Works (hereinafter, Deputy Minister).

4. The Regional Municipality agrees to maintain the highways in good and proper repair.
5. Except as otherwise provided in this agreement, the Regional Municipality shall arrange for the carrying out of all maintenance.
6. (a) Notwithstanding anything contained in this agreement, the Minister shall not be liable to make any contribution for any maintenance work undertaken by the Regional Municipality under this agreement, unless the Regional Municipality
 - (i) submits to Deputy Minister, specifications, estimates for each item of work required, and other particulars as he may require respecting the proposed work; and
 - (ii) obtains from the Deputy Minister written consent to such work, which shall include the items of work to be cost shared and the estimated cost of each item.
- (b) The cost of any work required in excess of the original approved total estimated cost, plus 10%, must receive additional approval in writing from the Deputy Minister before the Department will share in this cost.
7. The Minister will pay to the Regional Municipality fifty (50) percent of the cost of all maintenance completed in accordance with the provisions of this agreement.
8. Where it is the opinion of the Minister that the Regional Municipality has failed to maintain the highways as herein provided, the Minister may undertake and complete such maintenance as he deems

necessary and for this purpose may employ or use any workmen, machinery and equipment required to carry out and complete such maintenance.

9. The Regional Municipality shall pay to the Minister fifty (50) percent of the cost of all maintenance done by the Minister in accordance with Paragraph 8 of this agreement within 60 days following submission of an account to the Regional Municipality.
10. The Regional Municipality shall, at the request of the Minister, permit anyone designated by him to inspect or audit any books, records, agreements or any other documents relating to maintenance undertaken by the Regional Municipality under this agreement.

OTHER CONSIDERATIONS

11. The Minister and the Halifax Regional Municipality agree that the following form part of this agreement:
 - a) the Minister will accept ownership and control of the Victoria Road Interchange including all ramps and that portion of Highway 111 formerly owned by the City of Dartmouth.
 - b) The Minister will accept ownership and control of Rte.333 from Tr 3 to the former city boundary, a distance of 3.8 kms
 - c) The Province will provide snow and ice control on the Akerley Blvd. Extension from Burnside Dr. to the Interchange of Hwy 107 and Akerley Blvd. This service will commence in 1996/97 and be discontinued upon completion of Burnside Dr. to interconnect with Hwy 107.
 - d) The Department will provide snow and ice control on Ragged Lake Blvd. and Evergreen Place on a year by year basis until the park develops further.
 - e) The Department agrees to accept a maximum of twenty kilometres of subdivision streets meeting the following criteria:
 - i) streets must be located in Halifax Regional Municipality outside the defined core area.
 - ii) streets must be built to Department Specifications.
 - iii) streets must be approved during the period from April 1, 1995 to April 1, 1998.
 - f) The Department agrees to lease the Bedford Maintenance facility to Halifax Regional Municipality for a period of two years at a rate of \$1.00 per year with the option to extend the same conditions until the Glendale Road/Duke Street Connector and diamond interchange at Highway 102 are fully operational.

TERM OF AGREEMENT

- ii) streets must be built to Department Specifications.
 - iii) streets must be approved during the period from April 1, 1995 to April 1, 1998.
- f) The Department agrees to lease the Bedford Maintenance facility to Halifax Regional Municipality for a period of two years at a rate of \$1.00 per year with the option to extend the same conditions until the Glendale Road/Duke Street Connector and diamond interchange at Highway 102 are fully operational.

TERM OF AGREEMENT

12. (a) This agreement will terminate upon the agreement of both parties to so terminate it.
(b) This agreement is effective as of and from 30th 12, 1996. WPT

IN WITNESS WHEREOF the Minister has hereunto subscribed his hand and affixed his seal and the Regional Municipality has set and affixed its corporate seal, authenticated by the signatures of the Mayor and the Clerk of the Regional Municipality, hereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

C. Orsanello
WITNESS

HER MAJESTY THE QUEEN in Right of the
Province of Nova Scotia

Richard K. Mann

RICHARD W. MANN
MINISTER OF TRANSPORTATION AND
PUBLIC WORKS

THE HALIFAX REGIONAL MUNICIPALITY

Initial Rhythms

per: MAYOR

7/11 Carmichael

per: CLERK

WITNESS

WITNESS