



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

3.

**Halifax Regional Council
Committee of the Whole
September 27, 2005**

TO: Mayor Kelly and Members of Halifax Regional Council

A handwritten signature in black ink, appearing to read "Mike Labrecque".

SUBMITTED BY: _____
Mike Labrecque, P.Eng., Director, Transportation & Public Works

DATE: September 23, 2005

SUBJECT: Road Transfer / Regional Transportation Planning Status

INFORMATION REPORT

ORIGIN

Council Report dated May 14, 2002 - Road Maintenance Outside the Urban Core Boundary;
Road Exchange Proposal to the Province dated May 23, 2003 - Hammonds Plains area;
Asset transfer options pursued during discussions around the Capital Transportation Authority;
In Camera Sessions dated March 29 and April 5, 2005.

BACKGROUND

Regional Transportation Planning

When the idea of planning for transportation on a regional basis was first brought forward, Vancouver's TransLink was considered as a possible model for a "Capital Transportation Authority". Agencies like this operate at arm's length to the municipalities they serve and are responsible for all modes of transportation and parking. They typically have their own legislated sources of revenue to apply to transportation infrastructure capital investments and operation.

After extensive work by staff, it was felt that this model would not be appropriate for HRM. One reason for this is that staff recognized the greatest benefit of the TransLink model, which is also being considered by the Greater Toronto Area, is to make strategic and coordinated plans for the transportation network across several municipal jurisdictions. With an amalgamated HRM, this benefit can be achieved more simply through coordination with the Province and the Halifax-Dartmouth Bridge Commission. Further, it became evident to staff that a "cost-neutral" exchange of assets with the Province would be difficult to achieve due to the complexity of placing a value on the harbour bridges.

Road Transfer

Leading up to April 1, 1996 regional amalgamation, Co-ordinator Bill Hayward put into place a renegotiated 1995 Service Exchange arrangement with the Province that was seen as a more workable and efficient operational approach for local road maintenance. Under this new arrangement, HRM assumed ownership of Provincial roads within the former Halifax County communities of Cole Harbour, Westphal, Eastern Passage, Sackville, Herring Cove and Timberlea. These areas were then encompassed within a defined central urban core boundary where development was characteristic of medium to high density and where access to services was readily available and where continuity of service delivery beyond the existing jurisdictions of the Cities of Halifax and Dartmouth and the Town of Bedford could be efficiently adapted and provided by the new Halifax Regional Municipality (HRM).

The ownership and servicing responsibility of all remaining roads in HRM and located outside of this central urban core boundary reverted back to the Province. Agreement HRM-01 was put into place that, among other things, provided a mechanism for the transfer of additional Provincial roads to HRM and the expansion of the urban core boundary when development density and distance from the central urban core criteria were met.

Since this amalgamation arrangement was put into effect, there has been on-going issues with HRM taxpayers who reside outside and particularly adjacent to the central urban core boundary and by members of Halifax Regional Council over what is seen or perceived as differences in service

delivery standards between what is provided by HRM inside the urban core and by the Province outside the urban core.

DISCUSSION

Although the matter of road transfer and regional transportation planning are not necessarily dependent, given their previous interdependencies under the CTA proposal, staff has chosen to update both matters through a single Information Report.

Regional Transportation Planning

Halifax Regional Municipality and the Province continue to recognize the need and the benefits of bringing together a strategic focus for the planning of such an integrated, interactive, inter-modal transportation network under one umbrella. The mechanism for achieving that is through the creation of a Strategic Joint Regional Transportation Planning Committee - an expansion of the existing Joint Transportation Committee.

The objectives of the Strategic Joint Regional Transportation Planning Committee will be as follows:

- Review and advise Halifax Regional Council (through the Regional Planning Committee) on the implications and priorities of the Transportation Network from (1) Council's Regional Plan (2) Major development plans and (3) Provincial highway plan.
- To develop a Transportation Plan consistent with Council's Regional Plan, subject to approval by Council.
- To recommend strategies and programs for implementation relating to transportation demand management, air quality and related environmental concerns and that which supports and encourages economic development.
- Prepare for implementation strategic, service, capital and operational plans for a Transportation Network, including a Transportation plan.
- Liaise with the Halifax Gateway Council to facilitate passage of goods and people through HRM.

HRM staff is currently negotiating with the Province the committee's terms of reference and membership. It is expected that the Committee will be in place by November 1, 2005.

Road Transfer

Areas of Service Complaint

The two main areas of service complaint from residents outside the central urban core appears to be that with winter snow removal and gravel road maintenance.

The maintenance cost for gravel roads is generally three (3) times that for paved roads. HRM took steps in 1997 to address that reality by implementing changes to the Subdivision Bylaw requiring all roads in new subdivision areas to be paved. In addition to this, HRM implements each year a fairly responsive capital paving program for gravel roads under HRM ownership. Since amalgamation and inclusive of fiscal year 2005/06, HRM has channelled nearly \$8.0m towards gravel road paving. Over this same time period, the Province's commitment for gravel road paving has been \$3.2m. Staff presently has a list of 66 gravel roads (under Provincial ownership) outside the central urban core where residents have been successfully petitioned and are awaiting paving.

With the transfer of Provincial roads in the Hammonds Plains /Stillwater Lake area (detailed in the next section), approximately 12 kilometres of gravel roads will become HRM's, and those roads petitioned for paving which are presently on the Outside Core paving priority list will transfer to the Inside Core list. Slides depicting the impact of the transfer on these paving lists (estimated at approximately \$3.5 million) will be available for the presentation.

The second area of high service delivery dissatisfaction is in the area of winter snow removal, mostly related to the plowing of local residential streets after the storm has ended. While both the Province and HRM's service standards state a clean up timeframe of 24 hours (after storm's end), HRM traditionally clears the local streets in significantly less time than the standard. While superior service may be desirable, continued overspending of the winter snow and ice program operating budget was cited for address under the recommendations of the March 2004 report, entitled "Comprehensive Review of HRM Snow & Ice Operations", prepared by the Business Systems and Control Section of Financial Services. In response TPW has identified the restructure of the snow and ice program in the 2005 business plan, in conjunction with the negotiation of a new collective agreement with the outside workers (CUPE Local 108) to better align resources with the Council approved Snow & Ice Service Standards and program budget allocations.

With respect to the Province's obligations to service streets located outside the urban core boundary, unfortunately, Agreement HRM-01 contains no clauses holding the Province to HRM's maintenance standards.

Present Status

As indicated in the attached correspondence dated May 17, 2005 from Hon. Ron Russell, Minister, Transportation and Public Works, Provincial and Municipal staff are meeting to expedite the road

transfer proposal (initially submitted to the Province in 2003) for the Hammonds Plains / Stillwater Lake area for April, 2006.

This transfer will entail the conveyance of approximately 70 kilometres of Provincial roads to HRM. These roads are located in an expanded urban core boundary area along the Hammonds Plains Road, from the present limit at the Lucasville Road intersection, to the Highway #103 interchange #5 ramps. The transfer will include approximately 61 kilometres of road which falls within the transfer criteria as outlined under Agreement HRM-01. In conjunction with this transfer, there will be an equivalent exchange of approximately 9 kilometres of roads as part of an operational rationalization process which facilitates road maintenance efficiencies to both the Province and HRM. In exchange for the transfer of a block of Provincially owned roads in the Pockwock area (which do not meet the density criteria of Agreement HRM-01), HRM will transfer an equivalent inventory of HRM owned roads outside of the urban core boundary.

Next Steps

Discussions are ongoing with the Province to finalize the road transfer in the Hammonds Plains / Stillwater Lake area for April 2006. In conjunction, staff will be re-evaluating potential areas outside the urban core boundary which may meet the “Urban Density Area “ criteria for phased transfer under Agreement HRM-01. As well, staff will explore opportunities for operational rationalization to improve efficiencies and streamline maintenance responsibilities in areas peripheral to the urban core boundary, which may never meet the development density thresholds for transfer under Agreement HRM-01.

Coincident with the ongoing discussions with the Province, staff shall undertake a thorough business case analysis necessary to clearly understand and communicate to Council, the long-term budget and service delivery ramifications and capabilities associated with various road transfer/exchange scenarios and timetables.

BUDGET IMPLICATIONS

The first phase transfer of roads under agreement HRM-01, the Hammonds Plains/Stillwater Lake area, will increase HRM’s annual 2006/07 operating budget by an estimated \$750,000 and add an estimated \$3.5 million to HRM’s outstanding capital gravel road paving obligations.

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

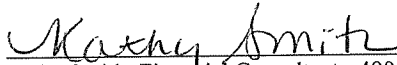
1. Correspondence dated May 17, 2005 from Hon. Ron Russell, Minister, Transportation and Public Works.
2. Agreement No. HRM-01

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by:

Wayne Legere, Manager Service Delivery & Quality Improvement - 490-4048
David McCusker, Manager, Regional Transportation Planning - 490-6696

Financial Review :


Kathy Smith, Financial Consultant - 490-6153



NOVA SCOTIA
Transportation and Public Works
Office of the Minister

PO Box 186, Halifax, Nova Scotia, Canada B3J 2N2

May 17, 2005

His Worship Peter Kelly
Mayor
Halifax Regional Municipality
PO Box 1749
Halifax, NS B3J 3A5

Dear Mayor Kelly:

Thank you for your letter of April 12, 2005 regarding the transfer of roads in the Hammonds Plains area from the Province to Halifax Regional Municipality as per the HRM-01 Agreement.

In your letter you suggest a transfer date of April 1, 2006. I concur that April 1, 2006 is a reasonable date and will allow time for HRM to plan for the takeover and to budget appropriately. On the matter of the Capital Transportation Authority and associated asset exchange, I believe we share a level of disappointment that we were not able to reach an agreement. I can assure you that my Department remains prepared to work with HRM to support the concept of regional planning that the Capital Transportation Authority envisioned. Also, while a major comprehensive exchange of assets may not be possible at this time, we remain open to discussions relative to specific exchanges that may be mutually beneficial to the two parties.

I trust you find this helpful and I can assure you that my staff will continue to work with HRM to further joint goals regarding regional transportation planning.

With personal regards,

A handwritten signature in black ink, appearing to read "Ron Russell".

Honourable Ronald S. Russell, CD
Minister

/mjl

cc: Brian Stonehouse, Deputy Minister

AGREEMENT NO. HRM - 01

PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

HIS AGREEMENT made _____, 1996.

ETWEEN:

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,

REVISED
FORM
Municipal Solicitor

(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

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:

UTURE DELINEATION

- (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 unserviced, 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

In Paragraphs 3 to 10 of this agreement

- (a) "highway" means and includes those cost shared 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.

- (c) 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,
- (d) repaving, installation of new approved traffic control signals and installation of new approved overhead sign structures, although included in this maintenance agreement, are capital expenditures and must be requested separately through the person designated by the Deputy Minister of Transportation and Public Works (hereinafter, Deputy Minister):

The Regional Municipality agrees to maintain the highways in good and proper repair.

Except as otherwise provided in this agreement, the Regional Municipality shall arrange for the carrying out of all maintenance.

- (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.

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.

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.

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.

1. 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

1. 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

- (a) This agreement will terminate upon the agreement of both parties to so terminate it.
- (b) This agreement is effective as of and from JUNE 24, 1996. WAT

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:

G. Arsenault
WITNESS

Way City
WITNESS

Jan Nowak
WITNESS

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

Richard Mann
RICHARD W. MANN
MINISTER OF TRANSPORTATION AND
PUBLIC WORKS

THE HALIFAX REGIONAL MUNICIPALITY

Walter Fitzgerald
per: MAYOR
Vi Carmichael
per: CLERK