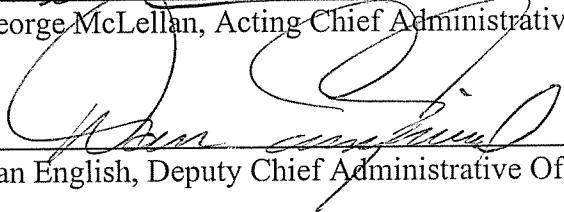

HALIFAX REGIONAL COUNCIL
January 22, 2002

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:


George McLellan, Acting Chief Administrative Officer


Dan English, Deputy Chief Administrative Officer

DATE: January 16, 2002

SUBJECT: HAMMONDS PLAINS ROAD/LUCASVILLE ROAD TRAFFIC
SIGNALS COST-SHARING AGREEMENT

ORIGIN

Approved 2001-02 Capital Budget

RECOMMENDATION

It is recommended that: Regional Council authorizes the Mayor and Municipal Clerk to sign the attached agreement with the Province of Nova Scotia to share the cost of installation of traffic signals at the intersection of Hammonds Plains Road (Route 213) and Lucasville Road.

BACKGROUND

The approved Capital Budget for Traffic Signal Installation included signals at the Lucasville/Hammonds Plains Road intersection. Since the cordon line for the urban core area goes through this intersection, an agreement was reached between HRM staff and the province that the cost of signaling the intersection would be split evenly. The attached agreement formalizes that arrangement.

DISCUSSION

The tender for this project has been awarded and all of the civil works have been completed. The only outstanding issue is delivery and installation of the electronic controller unit which is expected to be completed by early February.

BUDGET IMPLICATIONS

There are no budget implications beyond the funding approved in the 2001-02 Capital Budget.

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

N/A

ATTACHMENTS

Cost-Sharing Agreement.

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: David McCusker, P.Eng., Manager, Traffic & Transportation Services,
490-6696. *DM*

Report approved by: K. S. Dhillon, P.Eng., *K.S. Dhillon*,
Director, Public Works & Transportation.

DMC/bmh

**PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**

-1-

THIS AGREEMENT dated as of the 23rd day
of October A. D., 2001.

BETWEEN:

HER MAJESTY THE QUEEN, in the right of the Province
of Nova Scotia, represented by the Minister of
Transportation and Public Works for the Province of Nova
Scotia, hereinafter called the "**Province**".

APPROVED
AS TO FORM
MIS
Municipal Engineer

OF THE ONE PART

-and-

THE HALIFAX REGIONAL MUNICIPALITY

A body corporate,
hereinafter called the "**Regional Municipality**".

OF THE OTHER PART

WHEREAS the Parties have agreed that the Regional
Municipality will carry out certain road improvements upon the terms and specifications hereinafter
set forth;

AND WHEREAS the Regional Municipality has estimated
the cost of such improvements to be approximately \$43,400.00 plus HST.

NOW THIS AGREEMENT WITNESSETH that for and in
consideration of the covenants hereinafter expressed to be paid and performed, the parties hereto
have agreed as follows:

1. The Regional Municipality undertakes to install traffic signals at the intersection of Hammonds Plains Road (Route 213) and the Lucasville Road, within the Halifax Regional Municipality.
2. The Regional Municipality undertakes to complete the project before March 31, 2002. The Provinces funding for this work is available for the current fiscal year only and no portion of the work undertaken after March 31, 2002 will be funded.
3. The Province agrees to share to the extent of 50% towards the actual cost of these improvements.
4. The Regional Municipality will submit an account to the Province upon completion of the work. The account shall be paid to the Regional Municipality within sixty (60) days of submission.
5. The Regional Municipality shall provide confirmation from the vendor used in the construction contract stating the amount of HST paid for the project.
6. The Regional Municipality shall acquire at its own expense all land required for the completion of the project, and shall bear the cost of any and all claims for damages or alterations to property or otherwise arising out of or connected with the construction of the highway.
7. Unless the above work has been completed by the 31st day of March AD 2002, this agreement will be null and void.
8. The Agreement enures to the benefit of and is binding upon the parties hereto, their and each of their respective successors and assigns.

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

SIGNED, SEALED AND DELIVERED

In the presence of

.....
Witness

.....
Minister of Transportation & Public Works
Province of Nova Scotia

.....
Witness

.....
Mayor

.....
Witness

.....
Municipal Clerk