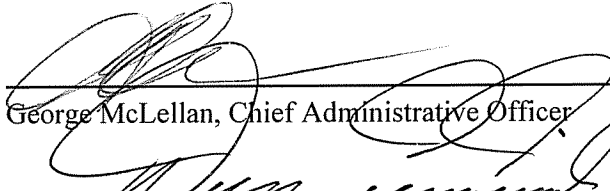


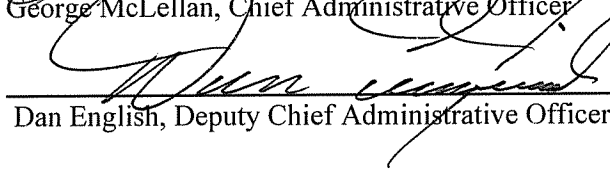
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Halifax Regional Council  
May 21, 2002

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

  
George McLellan, Chief Administrative Officer

  
Dan English, Deputy Chief Administrative Officer

**DATE:** May 14, 2002

**SUBJECT:** Road Maintenance Outside the Urban Core Boundary

**ORIGIN**

Under item 11.3.2 of the February 5, 2002, session of Regional Council, Councillor Adams raised the following items for staff response:

- 1) Why is there such a discrepancy between the level of service offered by HRM and the Nova Scotia Transportation and Public Works (NSTPW)?
- 2) Information on a process for HRM to assume responsibility for the Sambro Loop.
- 3) Information on HRM taking over snow removal for all roads in HRM.

Also, raised by Councillor Rankin, to investigate options for the paving of gravel roads outside the urban core.

**RECOMMENDATION**

It is recommended that Halifax Regional Council instruct:

- 1) Staff to meet with NSTPW, to explore the possibilities to re- defining Agreement HRM - 01, to restore the "revenue neutral " basis of the agreement, and to include respective maintenance service standards as part of the agreement.
- 2) Staff to explore the expansion of the urban core boundary, in consultation with NSTPW, and on a revenue neutral basis, to address the present inventory (as well as a mechanism to address future inventories ) of HRM owned roads outside the urban core resulting from new residential development .

## **BACKGROUND**

In 1995, as part of the Provincial - Municipal Service Exchange, Nova Scotia Transportation and Public Works announced they would no longer own or maintain local streets in rural municipalities. A letter from the Minister of NSTPW in Jan, 1995, indicated that road ownership deeds would not be transferred before April 1, 1996 . For the fiscal year 1995, the former Municipality of the County of Halifax paid NSTPW approximately \$2.2 million dollars for road maintenance of local streets.

### **Agreement HRM -01**

During 1995, Amalgamation Coordinator William Hayward negotiated with NSTPW for 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, located inside the urban core. The agreement was to be based on a "Revenue Neutral " exchange, whereby the relative costs of NSTPW maintaining the 310 kilometres of local roads outside the urban core ( $310 \times \$3500./\text{km} = \$1,085,000$ ), plus the cost sharing on 57 kilometres of designated arterial roads that would be conveyed to HRM ( $57 \times \$2300/\text{km} = \$131,000.$ ), would equal the higher unit maintenance cost of HRM taking ownership and providing maintenance of 152 kilometres of NSTPW arterial and collector roads located in the former Municipality of the County of Halifax area within the urban core ( $152 \times \$8,000/\text{km} = \$1,216,000.$ )

However, prior to signing the agreement, it was determined that with the upcoming reevaluation of the Provincial cost sharing program which would reduce the number of eligible roads (Agreement HRM -04), the "revenue neutral" basis of the agreement would be compromised . To compensate for this impending reduction, HRM was successful in negotiating for the NSTPW acceptance and maintenance provision of an additional 20 kilometres of new roads resulting from residential development outside the urban core, as well as the use of a surplus Provincial public works facility. Agreement HRM-01 was signed, effective June 24, 1996.

### **Provincial Cost Sharing Agreements**

Agreement HRM-01 provided for an additional 64 lane kilometres of arterial and collector roads within the urban core (and located within the former Municipality of the County of Halifax), eligible for cost sharing ( both annual operating maintenance costs, as well as Capital infrastructure upgrading / rehabilitation costs ) . This addition brought the cost shareable road total to 463 lane kilometres (including existing cost sharing agreements with the former Cities of Halifax, Dartmouth, and the former Town of Bedford. The cost sharing potential of this road inventory was in the range of \$500,000 to \$600,000 annually for operational maintenance and approximately \$2,000,000 to \$4,000,000 annually for Capital improvements.

Agreement HRM - 04, effective May 6, 1997, was a maintenance agreement for cost shareable streets in the urban core area totaling, 198 lane kilometres. This agreement replaced all previous cost sharing agreements with the former Municipalities, as well as the section applicable to cost sharing in agreement HRM -01.

HRM received notice that the fiscal year 2000/01 would be the final year for Provincial cost sharing, with the termination of Agreement HRM-04.

### **Gravel Road Paving Outside the Urban Core Boundary**

The Aid - to - Municipalities Program, which has been the traditional funding mechanism for the paving of gravel roads outside the core area, has suffered drastically since Amalgamation. Since 1996, NSTPW has committed a total of \$619,100 (comprised of \$608,350 in 1998 and \$15,750 in 1999) to the paving of gravel roads outside the core in HRM . The list of successfully petitioned streets for paving outside the core presently stands at 67 streets. We have recently been advised that NSTPW has allocated \$1,000,000. for 2002/03 for the paving of gravel roads throughout the Province.

By comparison, since Amalgamation to the end of fiscal 2001, HRM has committed \$3,112,000 towards the paving of gravel streets within the core area. The outstanding list of petitioned streets for paving within the core area now stands at 18.

During 2000 and 2001, there were numerous Council discussions on how to proceed with the necessary road upgrading in absence of financial support from the Province. There were five reports to Council and Committee of the Whole during 2001 dealing with the status of the program . When Council was advised that a legal mechanism was not available to charge the Province for their share of the paving program, the most recent staff report, in the Oct 9, 2001 Council package, outlined an action plan that consisted of : a) preparation of a communications advisory, which was sent to all rural constituents, excepting those residing in District 3, and b) staff initiated discussions with the Province to secure funding for a paving program in 2002.

### **DISCUSSION**

With the elimination of Provincial cost sharing on annual road maintenance, capital infrastructure upgrading / rehabilitation, limited funding availability for local road paving under the Aid - to - Municipalities program, and the apparent disproportionate service standards, at question is the "revenue neutral " basis of exchange which formed the basis of Agreement HRM-01.

In response to the questions raised at the Feb 5, 2002 Regional Council :

1 ) The NSTPW winter service standards state that local roads will be plowed and sanded within 24 hours after storms' end, which is essentially the same standard for HRM's priority 2 streets within the urban core. However, where HRM has committed resources to ensure the standards are exceeded in most cases, it would appear that limited resources may be challenging NSTPW's ability to exceed or always meet their standards. Agreement HRM-01 contains no provision for maintenance service levels by either party (with the exception of service levels for cost shareable streets, replaced by Agreement HRM-04, which has since been terminated)

2 ) Agreement HRM-01 contains provision for road transfers meeting area and urban density criteria. The next opportunity for notification of road transfer is prior to Oct 1, 2002 (within the actual road transfer to take place April 1, 2003), and every third year thereafter. (please reference section on Expansion of the Urban Core Boundary)

3 ) At present, there is a winter maintenance exchange of convenience, whereby NSTPW provides winter maintenance on selected HRM roads outside the core area (new roads accepted by HRM since December, 1997), in exchange for an equivalent length of NSTPW roads (near the urban core boundary), maintained by HRM. . Approximately 25 kilometres of HRM roads were involved in the maintenance exchange for the 2001/02 winter season. The concept of taking over the winter maintenance of all roads in HRM would be prohibitively expensive, strain in house and contracted resources, and would result in considerable expenditure of maintenance funds to prepare the roads for winter maintenance, as well as road repair costs in the spring.

To provide winter maintenance only on local streets outside the urban core, the estimated annual maintenance cost would be approximately \$2,400,000 (this figure does not include the costs of preparing NSTPW roads for winter maintenance, nor the costs of repair in the spring) , with capital budget requirements of approximately \$1,400,000 per year over a five year period, for additional salt storage facilities and fleet purchases.

### **Expansion of the Urban Core Boundary**

Staff has received a number of enquiries on expanding the Urban Core boundary. On this basis, the expansion potential has been analyzed in accordance with the criteria as outlined in Agreement HRM-01, in the following areas:

- 1) The Sambro Loop - does not meet the criteria
- 2) Hammonds Plains - Expansion of the urban core boundary from the Lucasville Road intersection to Hwy 103, meets the criteria .
- 3) Hwy #1, from Upper Sackville at the Patton Rd to the County boundary, does not meet the criteria.
- 4) Beaverbank Rd (Hwy # 354), from the present urban core boundary at the Beaverbank River, to the County boundary, does not meet the criteria.
- 5) Lawrencetown, expansion of the existing urban core boundary to include Keltic Gardens and Carter & Romans /Hayling Acres subdivisions, meets the criteria.

There are potential benefits, as well as resulting costs, in consideration of expanding the urban core boundary, such as :

- a) Provide consistent maintenance service levels in the more populated, suburban areas adjacent to the urban core.
- b) Provide consistency of maintenance service providers .Since December, 1997, HRM has been accepting new subdivision streets outside the urban core boundary (previous to that

date, new subdivision streets outside the urban core boundary were accepted by NSTPW, under the 20 kilometre new road provision under Agreement HRM-01). Dependent upon the new subdivision street location adjacent to the core boundary, HRM may provide year round maintenance (i.e. Glen Arbor, Whitehills ), whereas the balance of new HRM roads (located further outside the urban core boundary ) receive relatively the same service provision by HRM, with the exception that NSTPW provides snow plowing services, in conjunction with the winter snow plowing exchange program as previously indicated. This arrangement leads to client confusion and frustration over who to contact for service provision, which is compounded in the newer subdivisions where both HRM and NSTPW provide service .

- c) Provide a means of addressing the issue of paving roads outside the urban core boundary, in the absence of Provincial funding support for the Aid to Municipalities Program. Of the 67 successfully petitioned streets on the gravel road paving list for outside the urban core boundary, 36 streets on this listing are located within the two areas noted above as meeting the criteria for boundary expansion. Should the urban core boundary expand, these 36 streets could be added to the funded gravel road paving program inside the core boundary .

The two areas meeting the criteria for urban core expansion contain approximately 90 kilometres of NSTPW streets, as well as approximately 38 kilometres of HRM streets, accepted since January, 1998. Should Council grant approval to renegotiate with the Province, the HRM road takeover component could be exchanged for NSTPW takeover of the balance of HRM streets outside the expanded core boundary, and the reinstatement of a mechanism for future road acceptance and maintenance outside the urban core(i.e. the 20 kilometre provision as contained in Agreement HRM-01). The balance of the exchange components to maintain the revenue neutral essence of the agreement, could be used for annual funding enhancement for the paving of gravel roads.

- d) To expand the urban core boundary to the degree as outlined, would result in an annual operating cost increase of \$1,600,000, and capital increases for equipment and road paving / rehabilitation in the order of \$750,000. to \$1,000,000.

### **BUDGET IMPLICATIONS**

As outlined under the discussion section.

### **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

Retain existing Urban Core Boundary delineation.

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, Coordinator, Director's Office, 490-4862

Report Approved by: \_\_\_\_\_

Rick Paynter, P.Eng, A/Director, Public Works and Transportation

AGREEMENT NO. HRM - 01

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

APPROVED  
AS TO FORM  
  
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 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**

3. 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).

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.

