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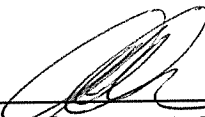


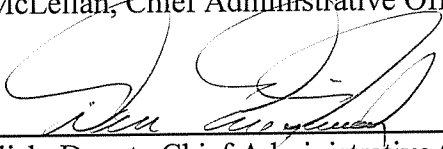
PO Box 1749  
Halifax, Nova Scotia  
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Halifax Regional Council  
May 24, 2005

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

**SUBMITTED BY:**

  
\_\_\_\_\_  
George McLellan, Chief Administrative Officer

  
\_\_\_\_\_  
Dan English, Deputy Chief Administrative Officer

**DATE:** May 17, 2005

**SUBJECT:** Agreement with Nova Scotia Minister of Transportation and Public Works for a new Highway 118 Interchange

**ORIGIN**

Halifax Regional Council meeting of November 16, 2004, item 9.11.

**RECOMMENDATION**

It is recommended that His Worship the Mayor and the Municipal Clerk be authorized, by resolution of Regional Council, to sign on behalf of Halifax Regional Municipality, the Construction Agreement for the construction of the proposed Highway 118 interchange to access the former Countryview lands.

## **BACKGROUND**

In the summer and fall of 2001 a Burnside Industrial Park Major Routes Traffic Access Study was prepared by a consultant into various concerns regarding serving the Burnside Industrial Park area with roads. One result of the study was confirmation of the future need for a direct connection from Highway 118 into the east side of Burnside Industrial Park. This may best be articulated as an extension of Wright Avenue to Highway 118. In 2003, HRM Council entered into a cost sharing agreement with the Nova Scotia Department of Transportation and Public Works (NSTPW) for a Wright Avenue Extension and Interchange Preliminary Design Study.

The study was completed by the consulting engineering firm CBCL Limited. CBCL recommended an alignment and interchange location that minimized physical intrusion of the interchange ramps into Shubie Park.

While CBCL were completing their study, Dartmouth Crossing Limited (DCL) purchased the Countryview lands. DCL applied for a development that was larger than originally contemplated in earlier land-use studies for the Countryview lands. As part of their proposal, and following additional studies and negotiations with NSTPW and HRM staff, DCL proposed additional elements to the proposed interchange design.

NSTPW has a contractual obligation to provide an interchange to serve the Countyview lands when they are developed. The agreement was for a particular development intensity.

NSTPW's obligation to the owner of the Countryview lands does not extend to lands of HRM or other owners. Therefore, because HRM desires to connect an extension of Wright Avenue to the proposed interchange, HRM is responsible for whatever costs apply to expand the originally contemplated interchange and roadway to add in the effects of forecast traffic from Burnside Park.

The DCL proposal is for a higher intensity of development. Therefore, DCL is responsible for costs of construction of the additional interchange elements beyond the original contract to which NSTPW is subject.

This has led to the proposed three-way cost-sharing among NSTPW, HRM, and DCL.

This matter comes before Regional Council as a requirement of the proposed cost-sharing agreement for the cost of the interchange which must be signed on behalf of HRM by His Worship the Mayor and the Regional Clerk following a resolution of Council.

## DISCUSSION

HRM Council considered the matter of a proposed Highway 118 interchange at a meeting of Council held on November 16, 2004 under item 9.1.1. A motion was adopted as follows:

**MOVED by Councillor Younger, seconded by Councillor Hendsbee, that Regional Council approve in principle approximately \$2.1M in cost-sharing funding relative to the construction cost of the proposed Provincial Interchange at Country View Estates and Highway 118 subject to:**

- 1. Public consultation with the community and Shubie Park stakeholders regarding the interchange design and highway impacts on the park.**
- 2. Council's subsequent approval of a standard cost-sharing agreement as prepared by the Province which will outline the specifics of the project including final design, budget and also terms and conditions for any municipal land acquisition by the Province if required.**
- 3. Approval through the 2005/06 Capital Business Planning process.**
- 4. The cost sharing being conditional on a subsequent vote of Regional Council approving the interchange design as well as any encroachment and/or impacts on Shubie Park or other designated historic park lands.**

With respect to the first condition, "Public consultation with the community and Shubie Park stakeholders regarding the interchange design and highway impacts on the park", this was done through a public open house held December 9, 2004 at the Ramada Hotel and another public open house held January 12, 2005 at the Fairbanks Centre. As a result of these consultations Option C was brought forward for approval by HRM Council at a meeting held on January 18, 2005. A motion was adopted as follows:

**MOVED by Councillor Younger, seconded by Councillor Karsten, that Council approve design Option C (attached to the staff report dated January 14, 2005) as the preferred concept for the Hwy 118 Interchange.**

The second condition, "Council's subsequent approval of a standard cost-sharing agreement as prepared by the Province which will outline the specifics of the project including final design, budget and also terms and conditions for any municipal land acquisition by the Province if required", the subject of this report.

The third condition, "Approval through the 2005/06 Capital Business Planning process", has been addressed as part of the HRM 2005-2006 Budget. In the 2005-2006 Budget, \$2,100,000 was allocated to the Wright Avenue/Highway 118 Interchange in the 2006-2007 fiscal year Capital Plan. An additional \$1,288,355 captioned "Traffic Planning" is available in the Traffic Improvements section of the 2006-2007 Capital Plan.

The fourth condition, “The cost sharing being conditional on a subsequent vote of Regional Council approving the interchange design as well as any encroachment and/or impacts on Shubie Park or other designated historic park lands”, was addressed through the resolution of Council approving Option C. As with the first condition, the results of the public consultation were reported to Council on January 18, 2005.

If additional features are added at HRM’s request, HRM will pay 100% of the cost of additional features. A similar condition applies to NSTPW and DCL.

Dartmouth Crossing Limited is responsible for 100% of the costs attributable to the Collector-Distributor and Access System.

Some property from Shubie Park is required to construct an embankment to carry the northbound off-ramp and northbound on-ramp. The total land area totals 1.9 hectares, with a maximum distance into the park from the existing right of way of approximately 30 metres. This aspect is a key feature of Option C which Council approved on January 18, 2005. A plan showing this area is included with this report as Attachment “B”.

The ramp lanes will be within the existing NSTPW right of way. The embankment slope will be landscaped in a naturalized fashion and will include a shared use trail to allow access and egress between Shubie Park and the new interchange for cyclists and pedestrians. (The new interchange includes a grade-separated shared use trail across Highway 118 and across an on-ramp to allow safe passage across Highway 118.)

### **BUDGET IMPLICATIONS**

The cost of the interchange is estimated as \$12,600,000. The Province of Nova Scotia Department of Transportation and Public Works and Dartmouth Crossing Limited have committed to funding 74% of the cost of the interchange. HRM is responsible for the remaining 26% of the cost of the interchange, which is estimated to be \$3,276,000. If the cost of the basic interchange increases, HRM will pay 26% of the increase.

Funding of \$2,100,000 for this project is available in the proposed 2006-2007 Capital Plan in Account Number CTU00705 - Wright Avenue/Highway 118 Interchange. An additional \$1,288,335 captioned under “Traffic Planning” (no account number assigned) is available in the Traffic Improvements section of the 2006-2007 Capital Plan.

#### **Budget Summary:**

2006-07 Capital Plan (CTU00705-Wright Ave./Highway 118 Interchange)	\$2,100,000
2006-07 Capital Plan (Traffic Planning Account)	\$1,288,335
Less: HRM Share including net HST (26%)	<u>\$3,388,335</u>
	\$ 0

The total amount required including the applicable portion of HST is \$3,388,335. The plan availability of \$3,388,335 from these capital accounts is contingent on the approval of the 2006-2007 budget. It must also be noted that this will use more of the 2006-2007 plan than first contemplated and therefore there will be an effect on the 2006-2007 Capital Budget.

The original intent of the Traffic Planning proposed in 2006-2007 was to support Regional Planning initiatives and other Traffic Planning contingencies. If these funds are diverted to the Highway 118 Interchange, the 2006-2007 Capital Plan will need to be reviewed to ensure appropriate reallocation of resources.

The original cost estimate for the HRM share of the interchange construction was \$2,100,000. The current estimate is \$3,276,000. The estimated cost has increased for the following reasons:

- The original cost estimate was for Option B (no retaining walls). Option C (one retaining wall) was selected by HRM Council after public consultation.
- The original cost estimate included for lighting of Highway 118 only at the new interchange. After discussions all parties agreed that having full corridor lighting between the new interchange and the interchange at Highway 111 was needed.
- The original concept included a shared-use trail underpass under an interchange ramp. This was changed to a bridge crossing over the ramp because many people are afraid to use pedestrian underpasses. The bridge option is more expensive.
- Several culverts under Highway 118 were found to be in poor condition and need to be replaced.
- A crossing of Grassy Brook was altered to make for less effect on Grassy Brook but at a slight additional cost.
- Finally, detailed designs and quantity calculations showed some increases in costs generally.

While it is possible to calculate the actual estimated costs of each additional element, to calculate what these costs might have been if the other alternatives were chosen would require a detailed design of each not-chosen option, therefore it is not possible to provide a breakdown of each increment in cost.

### **MULTI-YEAR FINANCIAL STRATEGY IMPACTS**

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. If approved, it implies that this portion of the 2006-2007 Capital budget will be pre-approved by Council.

### **ALTERNATIVES**

There are no recommended alternatives.

**ATTACHMENTS**

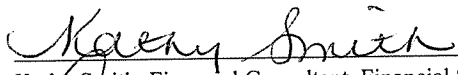
Attachment "A" - Proposed Cost-Sharing Agreement between HRM and Nova Scotia Department of Transportation and Public Works.

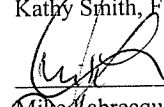
Attachment "B" - Proposed ROW Area

Attachment "C" - Resolution of Council

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: Alan Taylor, P.Eng., Transportation Planner, 490-6680

Report Reviewed by:   
Kathy Smith, Financial Consultant, Financial Services, 490-6153

Report Approved by:   
Mike Labrecque, P.Eng., Director of Transportation and Public Works Services, 490-4855

ATTACHMENT "A"



**THIS AGREEMENT** made this 26th day of April, A.D., 2005.

**BETWEEN: HER MAJESTY THE QUEEN** in Right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Public Works for the Province of Nova Scotia, hereinafter called the "**Minister**",

**OF THE ONE PART**

-and-

**HALIFAX REGIONAL MUNICIPALITY**, hereinafter called the "**Municipality**".

**OF THE OTHER PART**

**WHEREAS** the parties have agreed that there is a need for a safe and efficient interchange connection between Highway 118 and an extension of Wright Avenue (the "Interchange") to service currently developed and potentially developable lands to the west of Highway 118, and that the Minister will carry out construction of the Interchange upon the terms and specifications hereinafter set forth.

**AND WHEREAS** the Minister has also agreed to construct, at the expense of Dartmouth Crossing Limited (the "Company"), a "collector-distributor system" along with a "slip-on/slip-off" access to an extension of Commodore Drive (together, the "Collector-Distributor and Access System"), as approximately shown on Figure 1 "Highway 118/Wright Avenue Interchange", attached as Schedule "A".

**AND WHEREAS** the Nova Scotia Department of Transportation of Public Works ("TPW") and the Municipality, along with the Company, previously entered into a Memorandum of Understanding (the "MoU"), attached as Schedule "B", regarding their basic agreement in respect of the Interchange and the Collector-Distributor and Access System.

**AND WHEREAS** the Minister has estimated the cost of the Interchange to be approximately \$12,600,000.

**NOW THIS AGREEMENT WITNESSETH** that for and in consideration of the sum of Two Dollars (\$2.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged by the parties, and of the covenants, promises and agreements hereinafter contained, the parties agree as follows:

1. Any capitalized words or phrases used in this Agreement that are not defined in this Agreement will be deemed to have the meanings attributed to them in the MoU.

2. The Minister undertakes to design and construct the Interchange, in accordance with the principles set out in the MoU, at the approximate location shown on the plan "Highway 118/Wright Avenue Interchange", attached as Schedule "A". The Interchange will be a blind diamond connecting to an extension of Wright Avenue and include provision for four lanes of traffic on the Interchange structure and two lanes of traffic on the northbound ramps. Pedestrian and bicyclist accommodations will include a pedestrian/bicycle bridge over the southbound on-ramp and a shared trail across the Interchange structure and down the eastern embankment of the Interchange. The construction of the Interchange includes the extension of the northbound ramp from the Highway 111 interchange to the new Highway 118 - Wright Avenue interchange northbound off-ramp. In the context of this agreement the southern limit of the Interchange is bounded by the Highway 111 centreline. The eastern Interchange boundary is the existing eastern boundary of the Highway 118 right-of-way except where it may be required to be widened to accommodate the northbound ramps and fill and cut slopes. The northern project boundary is the point at which the new ramps and lane tapers end. The western boundary of the Interchange is defined by the existing western boundary of the Highway 118 right-of-way except where it extends to an offset of the existing Highway 118 centreline 220 metres westerly to include connections to Wright Avenue extension.

3. The parties undertake to make reasonable efforts to complete the Interchange before October 1, 2006.



4. The Municipality agrees to pay 26% of the actual cost of the Interchange (the "Municipality's Payment Obligation"), estimated at \$3,276,000. If the cost of the Interchange increases, the Municipality agrees to share the additional cost at this same rate provided, however, that any cost increase resulting from a request by a party to amend the scope of work will be the sole responsibility of the party requesting the amendment (unless the parties otherwise agree). The parties confirm that all costs attributable to the Collector-Distributor and Access System are to be the responsibility of the Company.

5. The Minister will assume ownership and maintenance of the Interchange on completion of construction and prior to operation. The Minister will not assume maintenance of the pedestrian/bicycle bridge, shared use trail across the Interchange structure or pathways for pedestrian and bicycle traffic related to the access to Shubie Park. The Municipality agrees that it will be responsible for maintenance of the pedestrian/bicycle bridge, shared use trail across the Interchange structure and pathways for pedestrian and bicycle traffic related to the access to Shubie Park.

6. The Municipality will convey to the Minister any land required for the Interchange. The Municipality agrees to effect any such required conveyance in a timely manner in accordance with its usual policies and procedures for such conveyances.

7. The Minister and the Municipality agree that only two access points on the extension of Wright Avenue within the boundary of the Company's property will be permitted. The first access point is approximately 440 metres west of the existing Highway 118 centreline as measured along the centreline of Wright Avenue extension and has a grade separated left turn configuration. The second access point is an at-grade intersection located approximately 730 metres west of the existing centreline of Highway 118 as measured along Wright Avenue extension. The identified access points may be redesigned and reconstructed to enable future access to the land north of Wright Avenue. The redesign or reconstruction of the access is subject to the Minister's approval and will only be permitted if it is demonstrated, to the Minister's satisfaction, that it does not negatively affect the operation of the Interchange and the Collector-Distributor and Access System.

The Municipality acknowledges that the Minister controls access 60 metres beyond the limit of the Collector-Distributor and Access System.

8. The Minister will obtain, prior to the commencement of construction, the approval of the Municipality of the design of the Interchange. The Municipality will not unreasonably withhold its approval of the proposed design of the Interchange.

9. The Municipality acknowledges and agrees that the Minister will be responsible for tendering the Interchange and the Collector-Distributor and Access System. The Interchange and the Collector-Distributor and Access System may, in the discretion of the Minister, be tendered together or individually. The Municipality and the Consultant will be included in the tendering process for the Interchange, including in respect of review and recommendation on award.

10. The parties acknowledge and agree that all tenders for the Project will state that the latest versions of TPW's Standard Specification Book and Traffic Control Manual must be followed.

11. The Municipality agrees that the awarding of any contract in relation to the Interchange will, subject to paragraph 9, be in the sole discretion of TPW. The Municipality also acknowledges that the management of the Interchange construction will be the sole responsibility of TPW.

12. The Municipality will pay to TPW, promptly following request by TPW, all amounts related to the Municipality's Payment Obligation. TPW will provide to the Municipality, with each request for payment, reasonable supporting information and documentation. Within 90 days following completion of the Interchange, TPW will deliver to the Municipality a final statement of reconciliation (the "Reconciliation") detailing the actual design and construction costs and the entirety of the Municipality's Payment Obligation and the amount, if any, owing by the Municipality. Any such amount owing will be paid by the Municipality to TPW within 30 days following receipt by it of the Reconciliation. Should the Reconciliation show an overpayment by the Municipality, such overpaid amount will be paid

by TPW to the Municipality within 30 days following delivery of the Reconciliation to the Municipality.

13. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** this Agreement has been executed by the Minister and the Municipality as of the year and day first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Transportation & Public Works  
Province of Nova Scotia

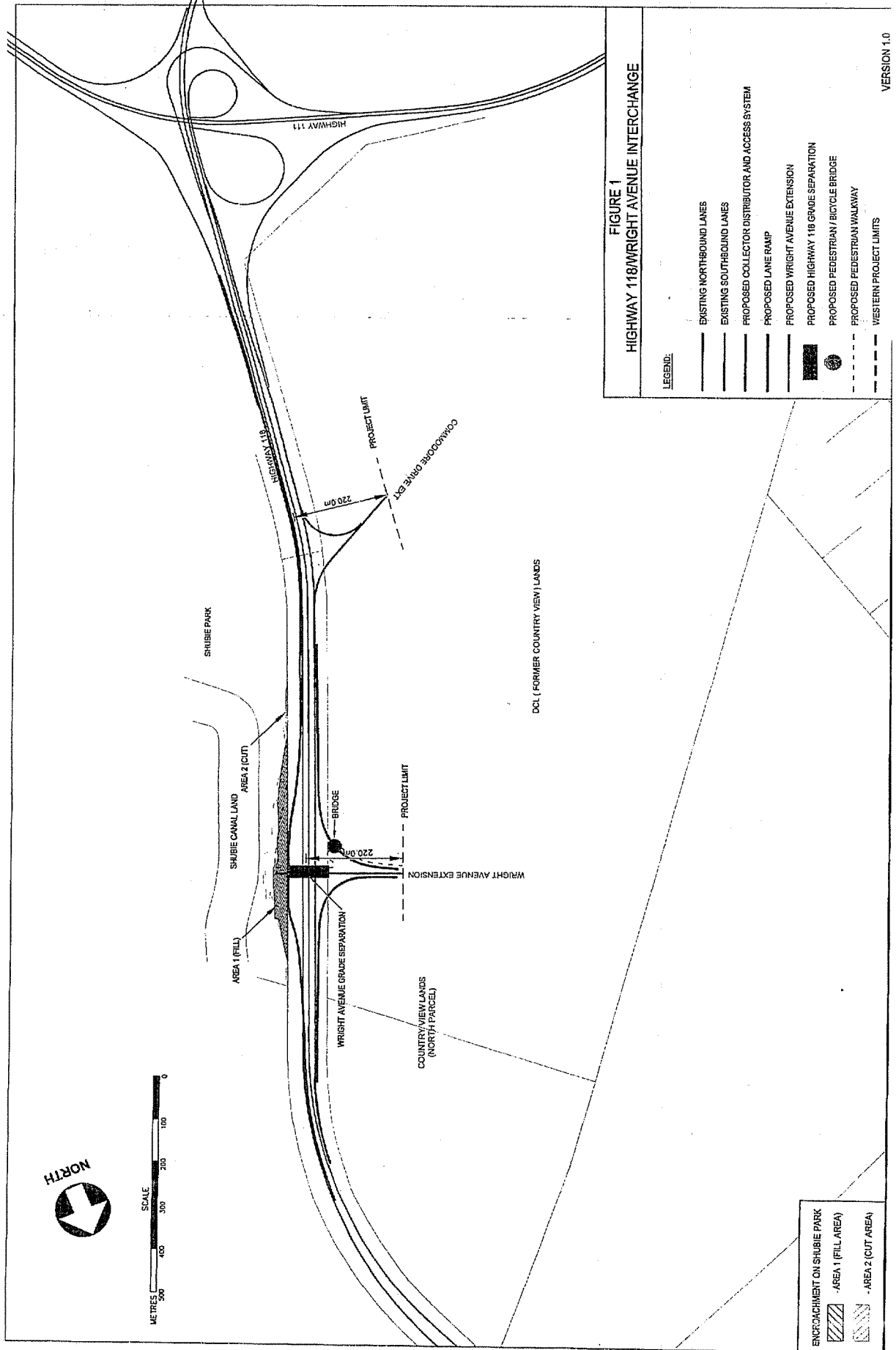
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

**SCHEDULE "A"**



**FIGURE 1**  
**HIGHWAY 118/WRIGHT AVENUE INTERCHANGE**

- LEGEND:**
- EXISTING NORTHBOUND LANES
  - EXISTING SOUTHBOUND LANES
  - PROPOSED COLLECTOR DISTRIBUTOR AND ACCESS SYSTEM
  - PROPOSED LANE RAMP
  - PROPOSED WRIGHT AVENUE EXTENSION
  - PROPOSED HIGHWAY 118 GRADE SEPARATION
  - PROPOSED PEDESTRIAN / BICYCLE BRIDGE
  - PROPOSED PEDESTRIAN WALKWAY
  - - - WESTERN PROJECT LIMITS

- ENCROACHMENT ON SHUBIE PARK**
- AREA 1 (FILL AREA)
  - AREA 2 (CUT AREA)

VERSION 1.0

**SCHEDULE "B"**

January 18, 2005

**MEMORANDUM OF UNDERSTANDING**

regarding

**THE FUTURE HIGHWAY 118 - WRIGHT AVENUE INTERCHANGE**

among

**Nova Scotia Department of Transportation and Public Works (TPW)**

and

**Halifax Regional Municipality (HRM)**

and

**Dartmouth Crossing Limited (DCL)****Project Description**

The project comprises the design and construction of an interchange on Highway 118 at the approximate location of the existing Whebby at-grade quarry entrance. The interchange will be a blind diamond connecting to an extension of Wright Avenue and include provision for four lanes of traffic on the structure and two lanes of traffic on the northbound ramps. The project includes collector distributor lane(s) southbound to Highway 111. The construction of the interchange includes the extension of the northbound ramp from the Highway 111 interchange to the new Highway 118 - Wright Avenue interchange northbound off-ramp all as set out in the functional design and updated traffic study (the "Consultant Design") dated October 25, 2004 prepared by BA Group and Neill & Gunter Ltd. (the "Consultant").

The final layout of the interchange is not defined but is understood to be a configuration constructed within the existing right-of-way through construction of retaining walls to accommodate the northbound ramps (referred to as Option A) or a wider traditional diamond with fill slopes encroaching onto existing HRM property to the east of the existing Highway 118 right-of-way (referred to as Option B) or a variation of either option. Option A includes a retaining wall, does not accommodate pedestrian access and does not intrude into HRM lands. Option B includes a vegetated embankment that mitigates against real and perceived visual and acoustic intrusion into the park and provides for pedestrian access but requires encroachment into the HRM Shubie Park lands. Pedestrian access for Option B includes a trail to the structure from the parking area, with an underpass of the Wright Avenue exit ramp, a sidewalk on the structure and a trail down the eastern embankment.

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In the context of this agreement the southern limit of the project is bounded by the Highway 111 centreline. The eastern project boundary is the existing eastern boundary of the Highway 118 right-of-way except where it may be required to be widened to accommodate the northbound ramps and fill slopes. If additional right-of-way is required for the ramps, the eastern limit of the project will be 5.0 metres beyond the toe of the embankment. The northern project boundary is the point at which the new ramps and lane tapers end. The western boundary of the project is defined by the existing western boundary of the Highway 118 right-of-way except where it extends to an offset of the existing Highway 118 centreline 220 metres westerly to include connections to Wright Avenue and Commodore Drive extensions. The western project boundary also widens to include the southbound collector distributor system and the reconstructed ramp from Highway 118 southerly to Highway 111 westerly.

The improvements needed to the eastbound Highway 111 off-ramp to Highway 118 as a result of this development are not included in this agreement and will be the subject of a separate agreement between TPW and DCL.

### **Background**

The project is required to: (i) enable development of the former Country View property (the "DCL Lands"); (ii) provide access to HRM's holding lands adjacent to the DCL Lands; (iii) provide an additional access to the Burnside Industrial Park; and (iv) fulfill a commitment made by TPW in 1975 to provide adequate access to what are now the DCL Lands.

The construction of Highway 118 in the 1970's divided the Country View property into western and eastern parcels. As part of the settlement for the lands required for construction of Highway 118, TPW agreed to provide adequate access to the property at the time the owner wished to develop. This commitment is outlined in a letter dated December 1, 1975 from A. William Cox, Q.C. to Harold F. Jackson, Q.C. The provision of adequate access to a 100 series highway is by means of a grade separated interchange. Subsequent to the commitment to provide access and with full knowledge of the commitment, including approximate interchange location, the former City of Dartmouth expropriated the eastern parcel for inclusion with Shubie Park. The municipal designation of the eastern parcel is "Holding" at the interchange location.

In 2001 a Burnside Industrial Park Major Routes Traffic Access Study was conducted to address concerns regarding access to Burnside Industrial Park. One result of the study was confirmation of a future need for direct connection from Highway 118 into the east side of the park. It was envisioned that this would best be achieved as an extension of Wright Avenue to Highway 118. Letters dated August 21, 2003 from HRM to TPW and dated September 5, 2003 from TPW to HRM outline the agreement in principle to cost share in the construction of the interchange where TPW would fund an amount equal to the interchange to be provided to the DCL Lands with HRM providing the incremental cost required to increase its capacity to service Burnside Industrial Park. In 2003, HRM



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hired CBCL Limited to determine the functional design of an extension of Wright Avenue and the interchange with Highway 118. This study was used as the basis for determining the cost sharing of the interchange between TPW and HRM. TPW, HRM and DCL have since collaborated on the Consultant Design.

The Country View lands were recently purchased by DCL which has come forward with development plans and the request that an access be in place and open by the fall of 2006. In addition to an interchange, the Consultant Design includes additional access into the site via a right in/out off Highway 118 southbound collector distributor lane(s).

The proposed interchange will have dual lane northbound ramps, a four lane structure and a collector distributor system. The collector distributor system and other project costs attributable to the collector distributor system will be paid for by DCL. The remaining costs are to be shared between TPW and HRM on the basis of the 2003 CBCL study which apportioned 74% of the costs for the interchange to TPW and the remaining 26% of the costs to HRM. The total amount of the costs attributable to the collector distributor system will be further considered by all parties and finalized on the basis of actual construction costs.

Two interchange layout options are under consideration. One option includes retaining walls, does not accommodate pedestrian access and does not intrude into HRM lands. The other option includes a vegetated embankment that mitigates against real and perceived visual and acoustic intrusion into the park and provides for pedestrian access but requires encroachment into the HRM lands. The parties will also consider a modification of either of the two options.

### **Basic Agreement**

The parties agree in principle that:

1. There is a need for a safe and efficient interchange connection between Highway 118 and an extension of Wright Avenue to service currently developed and potentially developable lands to the west of Highway 118.
2. They will work collaboratively to design and construct an interchange along the existing Highway 118 alignment at the approximate location of the existing entrance to the Whebby quarry. The interchange is to be a blind diamond with dual northbound ramps, a four lane structure and a southbound collector distributor system as set out in the Consultant Design.
3. Shubie Park is an important regional resource and the public has been consulted to assist in determining the guiding principles to be used in selecting the interchange layout. Efforts will be made to protect the park and the historic canal.

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4. The continuity of the existing trail network will be maintained. The relocation and reconstruction of trails to achieve this goal are included in the Project. Where limited right of way exists, trails may be reconstructed along the base of the slope embankment on TPW property.
5. TPW will assume ownership and maintenance of all roads and structures described within the project limits on completion of construction and prior to operation.
6. TPW will acquire or obtain any land currently owned by HRM or DCL required to construct the roads and associated structures within the project limits, substantially as set out in the Consultant Design. Any lands to be provided by DCL will be conveyed to TPW at no cost. HRM agrees to convey any lands required for the completion of the interchange in a timely manner in accordance with its usual policies and procedures for such conveyances.
7. Only those access points on the extension of Wright Avenue within the boundary of DCL's property as defined in the Consultant Design will be permitted. The identified access points may be redesigned and reconstructed to enable future access to the land north of Wright Avenue. The redesign or reconstruction of the access is subject to TPW approval and will only be permitted if it is demonstrated, to TPW's satisfaction, that it does not negatively affect the operation of the interchange and collector distributor lane(s).
8. No access points other than a right-in right-out will be considered or permitted on the Commodore Drive Extension within 100 metres of the separation of the Commodore Extension and the on and off ramps from the collector distributor lanes. The design and construction of a right-in right-out access is subject to TPW approval and will only be permitted if it is demonstrated, to TPW's satisfaction, that it does not negatively affect the operation of the collector distributor lane(s).
9. The construction and the opening of the interchange for traffic shall fulfill all obligations of TPW to provide adequate access to the former Country View property.
10. The parties will share in the design and the actual construction costs of the project. TPW and HRM will share the costs of the project as if designed and constructed without the collector distributor system. Without the collector distributor system, the project comprises a diamond interchange with a four lane structure, dual lane northbound ramps, single lane southbound ramps and connection of the northbound ramp from the Highway 111 interchange to the new interchange. It may include pedestrian/trail accommodation depending on the interchange configuration selected. TPW will contribute 74% of the actual construction costs and HRM will contribute 26% of the actual construction costs

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based on the project scope described herein and regardless which of the options described herein is chosen. DCL will be responsible for the remaining total construction project cost which will be those costs arising from the inclusion of the collector distributor system in the project scope. While the general areas of responsibility are well defined, the specific extents and items will be apportioned and agreed upon prior to tendering the construction.


11. The project construction cost (without design and project management and exclusive of the collector distributor system) is expected to be approximately \$8,000,000 to \$13,000,000. While the actual cost may be greater or less than this estimate, any changes to the design or the scope of work that may result in a project cost increase will require the agreement of all three parties. If any of the parties make an addition to the scope of work, payment of all associated costs are the responsibility of the parties involved unless otherwise agreed to.
12. Design and construction of the project will be to TPW standards and requirements. The design will require the approval of TPW and HRM prior to construction (such approval not to be unreasonably withheld). The parties have selected the Consultant to provide the detailed design work for the project.
13. Construction tendering, award and project management will be the responsibility of TPW. HRM and the Consultant will be included in the tendering process including review and recommendation on award. TPW will confer with DCL regarding the tendering of the project including the insertion of appropriate contractual clauses regarding protection and compensation to promote timely completion. Clauses used in this regard will be consistent with TPW practices and published procurement guidelines. TPW will obtain DCL's recommendation on the award of that component of the contract for which DCL has payment responsibility (that is, the collector distributor system).
14. Acknowledging the desire of DCL to have the project completed by October 1, 2006, the parties agree to make reasonable efforts to meet this timeline.

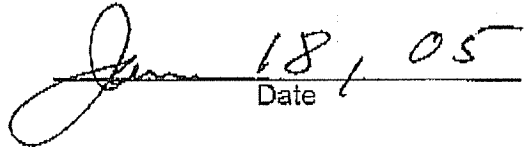
DCL acknowledges that final budget approval, matters not reasonably within the ability of TPW to control and events not possible to foresee with precision may impact the project's timing. DCL recognizes that issues associated with highway construction planning and implementation including, without limitation, public consultation requirements, could affect the targeted completion date.

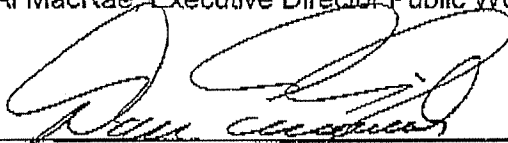
TPW and DCL confirm that nothing in this paragraph is intended to diminish or increase the commitment made by the Department of Highways (predecessor of TPW) in 1975 to provide adequate access to the former Country View Limited property.

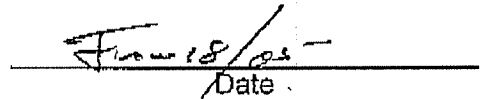
-6-

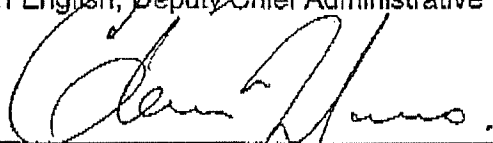
- 15. If the project is to be officially opened, the ceremony will be attended by TPW, HRM and DCL.

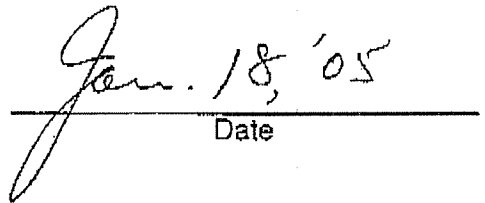
  
 \_\_\_\_\_  
 Department of Transportation and Public Works  
 Al MacRae, Executive Director Public Works

  
 \_\_\_\_\_  
 Date Jan 18, 05

  
 \_\_\_\_\_  
 Halifax Regional Municipality  
 Dan English, Deputy Chief Administrative Officer

  
 \_\_\_\_\_  
 Date Jan 18/05

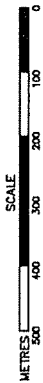
  
 \_\_\_\_\_  
 Dartmouth Crossing Limited  
 Glenn Munro, Managing Partner Eastern Canada

  
 \_\_\_\_\_  
 Date Jan. 18, '05

ATTACHMENT "B"

HIGHWAY 118/WRIGHT AVENUE INTERCHANGE

PROPOSED ROW AREA = 1.9 ha



LAKE MICMAC

LAKE CHARLES

SHUBIE CANAL

WRIGHT AVENUE GRADE SEPARATION

PEDESTRIAN BRIDGE

220m LIMIT OF TPW ACCESS PROVISION

WRIGHT AVENUE DENSIFICATION

COUNTRY VIEW LANDS (NORTH PARCEL)

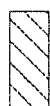
WRIGHT AVENUE GRADE SEPARATION

COUNTRY VIEW LANDS (SOUTH PARCEL)

HIGHWAY 118

COMMODORE PROJECT

PROPOSED ROW AREA



- AREA = 1.9 HECTARES

ATTACHMENT "C"

**RESOLUTION OF COUNCIL**

The following Resolution was passed at a meeting of the Council of the Halifax Regional Municipality on the \_\_\_\_ day of \_\_\_\_\_ A.D., 2005.

Moved by

Seconded by

"That the Mayor and myself be authorized to sign Construction Agreement for the construction of the proposed Highway 118 interchange to access the former Countryview lands.

dated the 26<sup>th</sup> day of April A.D., 2005."

Motion Carried.

I certify that the above Resolution was passed at a duly called meeting of the Regional Municipal Council on \_\_\_\_\_ A.D., 2005.

\_\_\_\_\_

Municipal Clerk