



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 11.1.1

Halifax Regional Council
June 23, 2009

TO: Mayor Kelly and Members of Halifax Regional Council

A handwritten signature in cursive script, appearing to read "Dan English".

SUBMITTED BY:

Dan English, Chief Administrative Officer

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: June 16, 2009

SUBJECT: **Province of Nova Scotia Department of Transportation and Infrastructure Renewal - Construction Agreement 2009-033 - Cogswell Street Interchange**

ORIGIN

This report originates as a result of a request from the provincial Department of Transportation and Infrastructure Renewal.

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, Construction Agreement 2009-033 between HRM and Nova Scotia Department of Transportation and Infrastructure Renewal (NSTIR) relating to the rehabilitation of the Barrington Street Interchange Overpass Westbound Ramp (Ramp 4) from Barrington Street to Cogswell Street and the Northbound Ramp (Ramp1) from Cogswell Street to Barrington Street, as outlined in the Discussion Section of this report.

BACKGROUND

The Cogswell Street Interchange was constructed in the mid to late 1960's. Over the past several years investigations on the integrity of the structures have been carried out by consultants with the most recent being conducted by O'Halloran Campbell Consultants Ltd. in the Spring of 2008. As a result of their review, O'Halloran Campbell Consultants Ltd. have identified short and medium term repairs required on the Interchange structures. This information was presented to Council on December 8, 2008. Since there are some cost sharing components with the Province, the Nova Scotia Department of Transportation and Infrastructure Renewal agreed to take the lead with respect to detailed design, tendering and construction administration/inspection of the short term recommendations. In preparation of this work HRM's 2008/09 capital bridge budget includes \$300,000 towards work on Cogswell Interchange which was based on 50% of an estimated total project cost of \$600,000.

DISCUSSION

On June 1, 2009 HRM received from NSTIR proposed Construction Agreement No. 2009-033, which provides for the Province to rehabilitate the Barrington Street Interchange Overpass, Westbound Ramp #4 from Barrington Street to Cogswell Street and the Northbound Ramp #1 from Cogswell Street to Barrington Street.

Westbound Ramp from Barrington Street to Cogswell Street. This section will be cost shared in accordance with Maintenance Agreement No. HRM-08 with the exception that HRM will pay for one-third of the cost of the bridge structure cleaning. The mobilization costs will be shared in proportion to each party's total contribution.

Barrington Street Overpass. These repairs will be funded 100% by HRM.

Northbound Ramp from Cogswell Street to Barrington Street. This section will be cost shared in accordance with Maintenance Agreement No. HRM-08 with the exception that HRM will pay for one-third of the cost of the bridge structure cleaning. The mobilization costs will be shared in proportion to each party's total contribution.

As a note the short term repairs include:

1. Repairs/replacement of all expansion joints and seals for all structures;
2. Repairs to the East Abutment - Ramp 1;
3. Concrete repairs to both sections at Pier C, Pier C cap and the East Abutment on Ramp 4;
4. Repairs to North/South Abutment of Barrington Street Overpass; and,
5. Descaling of spalled and delamination concrete from all structures.

It is anticipated construction will commence within 2-4 weeks of approval of the cost shared agreement and take 12-14 weeks to complete. The Province has awarded the contract and has

commenced the ordering of specific components in order to complete the project within this timeframe. HRM must also order similar components and to reduce delays and mobilization problems, staff has agreed to move forward with the Province to have the contractor fabricate the expansion joints.

RFP Process for Interchange Re-Design

In addition to the ongoing maintenance of the structure, staff are also working on development of a master plan for the replacement of the Cogswell interchange. This master planning process was to have begun with the release of an RFP for consulting services in February of 2009. To achieve this timeline, staff project management resources were to be shared with the Central Library project. Subsequent to the development of the preliminary timeline for the Cogswell Master Planning RFP, previously unanticipated funding opportunities for the Central Library were made available resulting in significantly increased resource demands on that project. Advancement of the Central Library project created a staff resource conflict which has resulted in a delay in the release of the Cogswell master plan RFP.

In addition, the staff resource working on these projects has accepted a senior position outside HRM. The process to replace this resource has begun and, while it may not impact the Central Library project, it is anticipated the issuance of the Cogswell Master Plan RFP will now be postponed until September of 2009. The master planning process is estimated to be completed in August 2010 and it not expected substantial demolition and reconstruction will take place for a number of years following that date. In the interim, short term repair and maintenance of the existing structure are necessary to maintain normal operational requirements.

BUDGET IMPLICATIONS

The estimated cost of this project is \$762,500 which will be cost shared in accordance with Maintenance Agreement No. HRM-08. The estimated cost to HRM is \$320,498 and to NSTIR is \$442,002. Budget is available in the Approved 2009/10 Capital Budget from Capital Account No. CRU01077 - Bridge Repair Program. The budget availability has been confirmed by Financial Services.

Budget Summary: Capital Account No. CRU01077, Bridge Repair Program

<hr/>	Cumulative Unspent Budget	\$3,337,804
	Less: HRM Cost Sharing	\$ 320,498
	Balance	\$3,017,306

* HRM's share of this work was estimated in the 2008/09 capital budget at \$300,000. The balance of funds will be used to implement the remainder of the Bridge Repair Program projects as approved by Council.

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

Construction Agreement 2009-033
Maintenance Agreement No. HRM-08

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:



David Hubley, P.Eng., Manager, Design and Construction

Report Approved by:



Phillip Townsend, A/Director, Infrastructure and Asset Management

Report Approved by:



Catherine Sanderson, Sr. Manager, Financial Services, 490-1562

PROVINCE OF NOVA SCOTIA
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL
Construction Agreement 2009-033

THIS AGREEMENT dated as of the ____ day
of _____ A. D., 2009.

BETWEEN:

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

OF THE ONE PART

-and-

THE HALIFAX REGIONAL MUNICIPALITY

A body corporate,
hereinafter called the "**Regional Municipality**". (The
Province and the Regional Municipality are hereinafter
referred to individually as a "Party" and collectively as the
"Parties").

OF THE OTHER PART

WHEREAS the Parties have agreed that the rehabilitation of the Barrington Street Interchange
Overpass, Westbound Ramp (Ramp 4) from Barrington Street to Cogswell Street and
Northbound Ramp (Ramp 1) from Cogswell Street to Barrington Street, (the "Project"), is
important and necessary;

AND WHEREAS the Parties have agreed that the Regional Municipality and the Province shall carry out certain road improvements (the “Work”) upon the terms and conditions hereinafter set forth:

NOW THIS AGREEMENT WITNESSETH 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:

1. The Province and the Regional Municipality agree that the improvement Work shall be performed by Wilcraft Concrete Services Limited (the “Contractor”) in accordance with the Province’s Tender No.60136605.

2. The Province and the Regional Municipality agree that the costs associated with the work, including rehabilitation, bridge structure cleaning and mobilization costs, shall be shared as follows:
 - (a) Westbound Ramp, Barrington Street to Cogswell Street (“Section 1.0”): The cost shall be shared in accordance with Maintenance Agreement No. HRM-08 (the “Maintenance Agreement”) attached hereto as Schedule “A”, with the exception that the Regional Municipality shall pay one third (1/3) and the Province shall pay two thirds (2/3) of the cost of the bridge structure cleaning. The mobilization costs shall be shared in proportion to each Party’s total contribution to Section 1.0.

- (b) Barrington Street Overpass ("Section 2.0"): The Regional Municipality agrees to pay for one hundred percent (100%) of the cost of this Work.
 - (c) Northbound Ramp, Cogswell Street to Barrington Street ("Section 3.0"): The cost shall be in accordance with Maintenance Agreement No.HRM-08 with exception that the Regional Municipality shall pay one third (1/3) and the Province shall pay two thirds (2/3) of the cost of the bridge structure cleaning. The mobilization costs shall be shared in proportion to each Party's total contribution to Section 3.0.
- 3. The estimated cost of the Project is \$762,500. The Province's total share is estimated to be \$442,002 and the Regional Municipality's total share is estimated to be \$320,498. Both Parties agree that the final costs to be paid by each Party are subject to change based on final unit quantities.
- 4. The Province and the Regional Municipality agree that the Work shall be completed by October 30, 2009.
- 5. The Province and the Regional Municipality agree that prior to the start of the cost-shared work covered under this Agreement, the Contractor shall be advised by the Province that the environmental regulations and guidelines pertaining to Pits and Quarries, Asphalt Plants and Construction Practice contained in Division One of the *Department of Transportation and Infrastructure Renewal Standard Specification Book* must be followed.

6. The Province and the Regional Municipality agree that the Contractor shall follow the latest revision of the *Department of Transportation and Infrastructure Renewal Standard Specification Book*.
7. The Province and the Regional Municipality agree that the Contractor shall follow the latest revision of the *Department of Transportation and Infrastructure Renewal Traffic Control Manual*.
8. The Province and the Regional Municipality agree that every possible effort will be made not to exceed the costs as stated in Clause 4, but any cost overruns resulting from unforeseen circumstances or events will be cost-shared in accordance with Clause 2. The Province and the Regional Municipality also agree that any overruns caused by poor management will be borne one hundred percent (100%) by the Province.
9. Upon completion of the work, the Regional Municipality shall pay to the Province, within Sixty (60) days of submission of accounts by the Province, the total costs for which the Regional Municipality is responsible in accordance with the provisions of this Agreement. Any and all accounts shall be submitted by the Province to the Regional Municipality before November 30, 2009.
10. The Province shall, at the request of the Regional Municipality, permit any person or persons, designated by him or her to inspect or audit any books, records, agreements or any other documents relating to the design and construction undertaken by the Province under this Agreement.
11. This 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 signature of the Mayor and Municipal Clerk hereunto duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of

.....

Witness

.....

Minister of Transportation & Infrastructure Renewal
Province of Nova Scotia

.....

Witness

.....

Mayor

.....

Witness

.....

Municipal Clerk

Nova Scotia



Department of
Transportation
and Public Works

Maintenance Agreement No. HRM - 08
Halifax Regional Municipality
February 2, 2001

SCHEDULE "A"

TRANSPORTATION AND PUBLIC WORKS

MAINTENANCE AGREEMENT NO. HRM-08

THIS AGREEMENT made this 2nd day of February, 2001.

BETWEEN:

HER MAJESTY THE QUEEN in Right of Her Province of Nova Scotia, represented by the Minister of Transportation and Public Works, hereinafter called the "Minister",

OF THE ONE PART

- and -

THE HALIFAX REGIONAL MUNICIPALITY, a body corporate, hereinafter called the "Municipality",

OF THE OTHER PART

WHEREAS the Minister is of the opinion that the highways within the Municipality, hereinafter more particularly described, form connecting links in main highways of the Province, are main highways leading into or through the Municipality or provide a more direct route through the Municipality;

AND WHEREAS by Order of the Governor in Council made _____, 2001, the Minister was authorized pursuant to the provisions of Section 26 of Chapter 371 of the Revised Statutes of Nova Scotia, 1989, the *Public Highways Act*, to enter into and carry out an agreement with the Municipality as hereinafter provided for the maintenance of the said highways.

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:

APPROVED
AS TO FORM
M
Minister of Transportation and Public Works

DEFINITIONS

- 1.1 **“Bridge”** means a structure having a clear span of 3 metres or more.
- 1.2 **“Highway”** means and includes streets within the Municipality shown outlined in red on the plan attached to this agreement and more particularly described in Schedule "C", attached.
- 1.3 **“Maintenance”** means the maintaining of a bridge, and includes the cost of maintaining the bridge railing and bridge deck, including sidewalk surfaces, repaving, seal coating, pre-marking and painting centrelines, 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 written permission of the Minister. The Minister will pay the full cost of any repairs to the substructure or superstructure, not specified above, including bridge painting. The Municipality will be responsible for maintaining the bridge riding surface and the bridge rail and the cost to maintain these components will be shared equally by the Minister and the Municipality.

TERMS OF AGREEMENT

2. The Department agrees to maintain the bridges in good and proper repair, and shall arrange for the carrying out of all maintenance on the substructure and superstructure of the bridge.
- 3.1 The Municipality agrees to contribute 50% of the cost of the placement, replacement and/or repairs to traffic signs and standards dealing with the directing of through traffic only, on all former cost shared routes, identified in Schedule "C".
- 3.2 The Municipality agrees not to restrict vehicle weights and dimensions on former cost shared routes, identified in Schedule "C", without the prior approval of the Minister.
- 4.1 Notwithstanding anything contained in this agreement, the Minister shall not be liable to make any contribution for any maintenance work undertaken by the Municipality under

this agreement unless the Municipality:

- (I) submits to the Deputy Minister of Transportation and Public Works 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.
- 4.2 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 Minister will share in this cost.
5. The Minister will pay to the Municipality 50% of the cost of all maintenance completed in accordance with the provisions of this agreement.
6. Where it is the opinion of the Minister that the Municipality has failed to maintain the bridge 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.
7. The Municipality shall pay to the Minister 50% of the cost of all maintenance done by the Minister in accordance with Paragraph 6 of this agreement within 60 days following submission of an account with the Municipality.
8. The 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 Municipality under this agreement.

EFFECTIVE PERIOD

9. This agreement will be automatically renewed on an annual basis if neither party has given notice 90 days prior to the anniversary date of an intent to request a change in this agreement.

IN WITNESS WHEREOF the Minister has hereunto subscribed his hand and affixed his Seal and the Municipality has set and affixed its Corporate Seal, authenticated by the signatures of the Mayor and the Municipal Clerk, hereunto dully authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

J. Duggan
WITNESS

Jane Cook
WITNESS

Leann Harper
WITNESS

) **HER MAJESTY THE QUEEN in Right of**
) **Her Province of Nova Scotia**
) 
) **MINISTER OF TRANSPORTATION**
) **AND PUBLIC WORKS**
)
)
) **The Halifax Regional Municipality**
) Jerry Blumenthal
) **MAYOR**
) Vi Carmichael
) **CLERK**
)
)

MAINTENANCE AGREEMENT HRM-08**SCHEDULE "C"****FORMER COST SHARED ROUTES WITHIN THE REGIONAL MUNICIPALITY**

Halifax	
1. Robie Street and Windsor Street	Approaches to the A. Murray MacKay Bridge including loops and ramps, a distance approximately 3.42 km
2. Armdale Rotary	Which includes the circle of the rotary, a distance of approximately 0.24 km
3. Barrington Street	Extending from Hollis/Lower Water Streets to Kempt Road, approximately 6.20 km
4. Bayers Road	Extending from Joseph Howe Drive to Connaught Avenue, approximately 1.29 km
5. Bedford Highway	Extending from the north end of Kempt Road, at the Fairview Interchange to the former Halifax City Boundary, including all ramps of the Fairview Interchange, a distance of approximately 7.09 km
6. Bell Road	Extending from Robie Street to Sackville Street, a distance of approximately 0.82 km
7. Chebucto Road	Extending from North Street to the Armdale Rotary circle, a distance of approximately 1.56 km
8. Cogswell Street	Extending from Robie Street to Barrington Street, a distance of approximately 1.17 km
9. Connaught Avenue	Extending from Windsor Street to Quinpool Road, a distance of approximately 2.26 km
10. Dentith Road	Extending from Old Sambro Road to Herring Cove Road, approximately 0.41 km
11. Dutch Village Road	Extending from the Armdale Rotary Circle to Joseph Howe Drive, approximately 1.34 km; and from the Bi-Hi Exit Ramp into Fairview near Melrose Avenue to Bayers Road, 0.13 km; and from the North End of Joseph Howe Drive to the On-Ramp to Kempt Road, 0.15 km; being a total distance of approximately 1.62 km

12. Fairview Overpass Ramps	Extending from Dutch Village Road to Kempt Road, approximately 0.16 km; and from Kempt Road looping under the Overpass to Dutch Village Road, approximately 0.70 km; being a total distance of approximately 0.86 km
13. Herring Cove Road	Extending from the Armdale Rotary Circle to the Urban Core Boundary at Village Road, approximately 10.98 km
14. Hollis Street	Extending from Terminal Road to Barrington Street, approximately 1.12 km
15. Joseph Howe Drive	Extending from Bayers Road to Dutch Village Road, approximately 0.69 km
16. Kearney Lake Road	Extending from the Bedford Highway to the former Halifax City Boundary, including outbound ramps, a distance of approximately 3.45 km
17. Kempt Road	Extending from Windsor Street to the Fairview Overpass, approximately 0.38 km
18. Lower Water Street	Extending from Terminal Road to Barrington Street, approximately 1.14 km
19. North Street	Extending from Barrington Street to Chebucto Road, a distance of approximately 1.69 km
20. Old Sambro Road	Extending from Herring Cove Road to the Urban Core Boundary at Leiblin Drive, approximately 3.38 km
21. Purcells Cove Road	Extending from Herring Cove Road to the former Halifax City Boundary, a distance of approximately 6.92 km
22. Quinpool Road	Extending from Robie Street to the Armdale Rotary Circle, a distance of approximately 2.43 km
23. Robie Street	Extending from Quinpool Road to Livingstone Street, a distance of approximately 1.88 km
24. Sackville Street	Extending from South Park Street to Hollis Street, a distance of approximately 0.66 km
25. St. Margarets Bay Road	Extending from the Armdale Rotary circle, to the former Halifax City Boundary, a distance of approximately 3.54 km
26. Terminal Road	Extending from Hollis Street to Lower Water Street, approximately 0.11 km

RESOLUTION OF COUNCIL

The following Resolution was passed at a meeting of the Council, of the Halifax Regional Municipality on the 3rd day of April A.D. 2001.

“Moved by Deputy Mayor Blumenthal, seconded by Councillor Hetherington that Council authorize the Mayor and Municipal Clerk to sign Maintenance Agreement No. HRM-08 on behalf of Halifax Regional Municipality. Motion Put and Passed.

I certify that the above Resolution was passed at a duly called meeting of the Halifax Regional Municipal Council on April 3rd day of April A.D., 2001.



Municipal Clerk



Executive
Council

*A certified copy of an Order in Council dated
July 13, 2001.*

2001-332

The Governor in Council on the report and recommendation of the Minister of Transportation and Public Works dated June 26, 2001, pursuant to Section 26 of Chapter 371 of the Revised Statutes of Nova Scotia, 1989, the *Public Highways Act*, is pleased to approve of the Minister entering into an agreement with the Halifax Regional Municipality relating to work on certain highways within the Municipality, which work is specified in Maintenance Agreement HRM-08, dated February 2, 2001, set out in Schedule "A", the location of which is set out on a plan marked Schedule "B", which schedules are attached to and form part of the report and recommendation.

Certified to be a true copy

Alison Scott
Clerk of the Executive Council

Report and Recommendation to the Executive Council



Number: _____
Dept.: _____
Date: _____

Advice to Executive Council

SUBJECT: Aid to Towns - Halifax Regional Municipality

SUBMITTED BY: Honourable Ron Russell, Minister of Transportation and Public Works

PREPARED BY: Bernie Clancey, Program Management Engineer

DEPUTY MINISTER: Howard Windsor *[Signature]*

<p style="text-align: center;">APPROVALS</p> <p style="text-align: center;"><i>[Signature]</i> ATTORNEY GENERAL Approved as to Form and Authority</p>	<p>SUMMARY:</p> <p>The undersigned requests approval of the Governor in Council to enter into and carry out an agreement to share the costs of bridge maintenance within the Halifax Regional Municipality.</p>
<p style="text-align: center;">REGISTRAR OF REGULATIONS Approved as to Form</p> <p>Date _____</p>	<p>The undersigned has the honour to refer to subsections 26(1) and (2) of Chapter 371 of the Revised Statutes of Nova Scotia, 1989, the <i>Public Highways Act</i>, which read as follows:</p>
<p style="text-align: center;">CLERK OF THE EXECUTIVE COUNCIL</p> <p>Date Rec'd _____</p>	<p style="margin-left: 40px;">26 (1) The Minister, with the approval of the Governor in Council, and any city or town are authorized to make, enter into and carry out an agreement to co-operate in such manner as may be agreed on in the construction, reconstruction or maintenance of any highway or any part thereof in the city or town if, in the opinion of the Minister, the highway forms a connecting link in a main trunk highway of the Province, or is a main highway leading into or through the city or town, and are authorized to make all necessary expenditures in connection therewith, provided always that such agreement does not require the Minister to undertake more than fifty per cent of the cost of construction, reconstruction or maintenance of any portion of any such highway.</p>
<p style="text-align: center;">PRIORITIES AND PLANNING SECRETARIAT</p> <p>Date Rec'd _____</p>	<p style="margin-left: 40px;">(2) Notwithstanding subsection (1), an agreement for the purposes mentioned in subsection (1) may require the Minister to undertake to bear</p>
<p style="text-align: center;">EXECUTIVE COUNCIL</p> <p>Approved _____</p> <p>Withdrawn _____</p> <p>Referred to _____</p> <p>Date _____</p>	<p style="margin-left: 40px;">(a) a percentage of the cost of construction, reconstruction or maintenance of a highway or portion thereof in a city or town equal to the provincial proportion of the cost of the foundation program of education in the city or town as determined from time to time under the Education Act and not less than fifty per cent of the cost of the construction, reconstruction or maintenance; and</p> <p style="margin-left: 40px;">(b) more than fifty per cent of the cost of construction, reconstruction or maintenance of a bridge on any portion of any such highway if the bridge exceeds three metres in shortest length between the front faces of its end supports.</p>

The undersigned has the honour to report that the Halifax Regional Municipality has requested that the Minister enter into an agreement with the Municipality relating to work on certain highways within the Municipality which work is specified under Maintenance Agreement HRM-08, dated February 2, 2001, which agreement is attached to and forms part of this report and recommendation as Schedule "A", and is shown on a Plan which is attached to and forms part of this report and recommendation as Schedule "B".

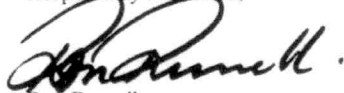
The undersigned has the honour to report that the highways referred to above form connecting links in main trunk highways of the Province, or are main highways leading into or through the Municipality.

Although the order requested by this Report and Recommendation does not implement a specific blue book commitment, it assists in fulfilling provincial commitments as detailed in the Memorandum of Understanding Respecting Short Term Policy Initiatives and Comprehensive Review of Roles and Responsibilities.

The undersigned therefore has the honour to recommend that the Governor in Council be pleased to make an order in the following form or to like effect:

The Governor in Council on the report and recommendation of the Minister of Transportation and Public Works, dated *June 26, 2001* pursuant to Section 26 of Chapter 371 of the Revised Statutes of Nova Scotia, 1989, the *Public Highways Act*, is pleased to approve of the Minister entering into an agreement with the Halifax Regional Municipality relating to work on certain highways within the Municipality, which work is specified in Maintenance Agreement HRM-08, dated February 2, 2001, set out in Schedule "A", the location of which is set out on a plan marked Schedule "B", which schedules are attached to and form part of the report and recommendation.

Respectfully submitted,



Ron Russell
Minister of Transportation and Public Works

Halifax, Nova Scotia.

June 26, 2001