


**Halifax Regional Council
November 17, 2009**

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Dan English, Chief Administrative Officer



Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: October 22, 2009

SUBJECT: **Award - Unit Price Tender No. 09-289, Dartmouth Harbourfront Trail
- Parker Street Retaining Wall - East Region**

ORIGIN

The Approved 2008/09 Capital Budget.

RECOMMENDATIONS:

It is recommended that Halifax Regional Council:

1. Allocate \$52,300.00 from Capital Account No. CDG00984 - Regional Trails, MRIF to Capital Account No. CPX01032 - Regional Trails - Active Transportation, Res. No 1392;
2. Award Tender No. 09-289, Dartmouth Harbourfront Trail - Parker Street Retaining Wall - East Region to Allterrain Contracting Inc. for a Total Tender Price of \$673,476.90 (net HST included) with funding from Capital Account No. CPX01032 - Regional Trails - Active Transportation, Res. No. 1392 as outlined in the Budget Implications section of this report.
3. Award construction administration and site supervision services under RFP 09-317 Engineering Services for the Replacement Design of the Parker Street Retaining Wall to CBCL Limited for an estimated fee of \$49,852.78 (net HST included) with funding from Capital Account No. CPX01032 - Regional Trails - Active Transportation, Res. No. 1392 as outlined in the Budget Implications section of this report.

BACKGROUND

On November 24, 2005, the Government of Canada and the Province of Nova Scotia announced a \$111 million investment in municipal and rural community infrastructure through the Canada Nova Scotia Municipal Rural Infrastructure Fund (MRIF).

On April 2, 2007, it was announced in Dartmouth by the Honourable Peter MacKay, Minister of Foreign Affairs and Minister of the Atlantic Canada Opportunities Agency and Jamie Muir, Minister of Service Nova Scotia and Municipal Relations that the MRIF Agreement would contribute \$5.444 million towards 6 HRM projects.

The Dartmouth Harbourfront Trail - Killam Wall was one of the six projects submitted by HRM Council as one of three Active Transportation Trail Projects (Council Report - November 29, 2005). It is imperative to note that the program end date for use of MRIF funding is March 31, 2010.

The Dartmouth Harbourfront Trail stretches 4 kms from Alderney Gate Ferry Terminal to Woodside Ferry Terminal. It has been built in several phases beginning in 2004. It is now nearing completion. The Dartmouth Harbourfront Trail advances the Active Transportation Plan, approved by Council in 2006, as a primary urban corridor within the Regional Trail System.

DISCUSSION

Tenders were called on October 7, 2009 and closed on October 21, 2009. Bids were received from the following companies:

<u>Name of Company</u>	<u>Bid Price (net HST included)</u>
Allterrain Contracting Inc.	\$673,476.90 *
Brycon Construction Limited	\$819,157.68
Humphreys Landscape & Construction Ltd.	\$958,963.44
J. R. Eisener Contracting Limited	\$1,013,401.48
Harbour Construction Company Limited	\$1,061,615.94
Dexter Construction Company Limited	\$1,210,739.87
Silco Contracting Ltd.	\$1,276,210.43

***recommended bidder**

This tender includes 200 metres of retaining wall and trail between Tupper Street and Parker Street and encompasses lands of Maple Hurst Apartments (owned by Killam Property). It is also adjacent to lands of the Halifax Water Commission, CN, Department of Fisheries and Oceans Canada and the Canadian Coast Guard. Successful negotiations with the area landholders by HRM and the community trails group, Dartmouth Harbourfront Trail Association, have made the planning of this section of trail possible.

The scope of work for this tender generally consists of the construction of a segmental block retaining wall, associated excavation, backfill and reinforced soil; bicycle railing; grading; landscaping; reinstatement of adjacent roadways, parking areas and services. The wall allows the trail to pass along the edge of the private properties.

It is anticipated that work will commence within three weeks of the tender award and take eight weeks to complete.

This is a **UNIT PRICE** contract and the cost will be dependent upon the actual quantities measured and approved by the HRM Project Manager.

There are no Local Improvement Charges associated with this work.

The structural aspects of this project are specialized with respect to geotechnical assessments and installation. Since this project was designed by CBCL it is recommended that they be retained to provide services during construction including contract administration, full time or part time inspection, shop drawing review, preparation of record drawings and project certification. The estimated fee for this service is \$49,852.78 (net HST included). If approved, the payment to the consultant will be based on the amount of actual time spent on the project in accordance with the hourly fees quoted in the design proposal.

BUDGET IMPLICATIONS

Based on the lowest tendered price of \$673,476.90 (net HST included), with the additional fee of \$49,852.78 for CBCL Limited, the total project cost is \$723,329.68. Funding is available from approved MRIF and Regional Trail Capital to cover this cost. Funding is in the Approved 2008/09 Capital Budget from Capital Account No. CPX01032 - Regional Trails - Active Transportation and in the Approved 2007/08 Capital Budget from Capital Account No. CDG00984 - Regional Trails- Active Transportation.

For clarity, continuity and administrative purposes, the budget will be aggregated in one capital account under reservation 1392 as outlined below. This requires a transfer of \$52,300.00 from CDG00984 - Regional Trails Active Transportation MRIF to CPX01032 - Regional Trails - Active Transportation, reservation 1392.

The budget availability has been confirmed by Financial Services.

Budget Summary:

Capital Account No. CDG00984, Regional Trails - Active Transportation

Cumulative Unspent Budget	\$ 214,205.00
Less: Transfer to Res. No. 1392	\$ 52,300.00
Balance	\$ 161,905.00**

Capital Account No. CPX01032, Regional Trails - Active Transportation, Res. No. 1392

Cumulative Unspent Budget	\$691,029.68
Add: Transfer from CDG00984	\$ 52,300.00
Less: Tender No. 09-289	\$673,476.90
Less: Consultant Fees (CBCL)	\$ 49,852.78
Balance	\$ 20,000.00

** The balance of funds will be used to implement the remaining approved MRIF projects, approved by Council.

The original project cost was \$528,000 based on cost estimates in 2005. The original MRIF portion of funds allocated for Dartmouth Harbourfront Trail is \$176,000 Federal, \$176,000 Provincial and \$176,000 Municipal.

The other MRIF funded project, the Halifax Urban Greenway Association (HUGA) Trail, is projected to be completed under budget. We will use \$160K unspent budget from the HUGA Trail project to fund the remainder of the Dartmouth Harbourfront Trail project. The Canada-Nova Scotia Infrastructure Secretariat has given verbal approval of the use of additional MRIF funds for the Dartmouth Harbourfront project and it will proceed pending written approval.

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

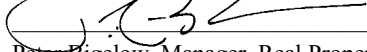
The Canada - Nova Scotia Municipal Rural Infrastructure Fund contribution, not to exceed \$352,000.00 for this MRIF project or two-thirds of the actual eligible costs incurred, expires on March 31, 2010. Not proceeding with a contract award and construction in 2009-2010 would lose the Federal/Provincial MRIF contribution and require an equivalent amount of additional HRM funding in 2010-2011.


ATTACHMENTS

1. Canada-Nova Scotia Infrastructure Secretariat Project # 05-06-0181 Agreement - Dartmouth Harbourfront Trails.
2. Council Report, November 29, 2005
3. Map of Parker Street

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 at 490-4208.

Report Prepared by: Dawn Neil, Trail Specialist, Real Property Planning at 490-6633
Alex Quinn, Design Engineer, Design and Construction, 490-6900

Report Approved by: 
Peter Bigelow, Manager, Real Property Planning at 490-6047

Procurement Approval by: 
Anne Feist, Operations Manager, Procurement at 490-4200

Report Approved by: 
Phillip Townsend, Director, Infrastructure and Asset Management at 490-7166

CANADA-NOVA SCOTIA
INFRASTRUCTURE
SECRETARIAT

SECRETARIAT DU PROGRAMME
D'INFRASTRUCTURES
CANADA - NOUVELLE-ÉCOSSE

Halifax Regional Municipality

APR 30 2007

Chief Administrative Office

APR 26 2007

Mr. Dan English
Chief Administrative Officer
Halifax Regional Municipality
PO Box 1749
Halifax NS, B3J 3A5

Dear Mr. English:

RE: **Canada/Nova Scotia Municipal Rural Infrastructure Fund**
Halifax Regional Municipality
Dartmouth Harbourfront Trails
Project Number: 05-06-0181

Pursuant to your application dated September 28, 2006, under the Canada-Nova Scotia Municipal Rural Infrastructure Fund (Program), the Government of Canada, as represented by the Minister of the Atlantic Canada Opportunities Agency (ACOA) and the Government of the Province of Nova Scotia, as represented by the Minister of Service Nova Scotia and Municipal Relations, hereby offer to make a contribution to the Halifax Regional Municipality ("the applicant") based upon the following terms and conditions:

Contributions from this Program to the Project are jointly funded by Canada and Nova Scotia, who will make a contribution to the Project in an amount not to exceed the lesser of \$352,000 or two-thirds of the actual eligible costs incurred. A summary of the eligible project costs, level of assistance and approved contribution is as follows:

Total Project Costs	<u>\$771,222</u>
Shareable Project Costs (see attached Schedule A for details)	<u>\$528,000</u>
Contribution ratio	<u>2/3</u>
TOTAL APPROVED PROJECT CONTRIBUTION:	<u>\$352,000</u>

Supporting healthy, vibrant, sustainable communities.

En appui aux collectivités saines, vivantes et durables.

Canada

PO Box 216
Halifax, Nova Scotia
B3J 2M4

C.P. Box 216
Halifax, Nouvelle-Écosse
B3J 2M4

NOVA SCOTIA
NOUVELLE-ÉCOSSE

Tel: 902.424.4141 Fax/Télé: 902.424.0821 Web: www.MRIF.ns.ca

This offer is valid for 25 working days from the date of this letter and may be accepted by signing the attached Offer/Agreement and returning it. This will then constitute an Agreement. If this offer is not accepted and received by the Canada/Nova Scotia Infrastructure Secretariat within this time frame, the offer may become null and void at the discretion of the undersigned. An executed copy should be returned to the Infrastructure Secretariat office at the address provided in Section 7.1 of the Agreement.

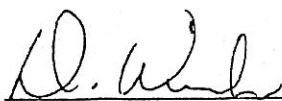
Please note that it is the general policy of the Canada-Nova Scotia Municipal Rural Infrastructure Fund that cost overruns are the sole responsibility of the Applicant. Decisions by the Program's Management Committee to the contrary are made on an exception basis only. This requires that the Canada/Nova Scotia Infrastructure Secretariat's designate as identified in sub-section 7.1 be advised in writing and that a formal decision be taken by the Management Committee prior to the Applicant making any commitment to increased project costs for which a contribution would be sought through the Canada-Nova Scotia Municipal Rural Infrastructure Fund.

Information concerning administration of this project, including financial claims forms, signage specifications and communications items can be found on the Program's web-site at www.mrif.ns.ca. Please insure that a copy of this Offer/Agreement and related information is provided to all project personnel.

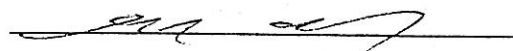
Please note Section 5 of this Offer/Agreement where prior approval by the Canada/Nova Scotia Infrastructure Secretariat is required for any public events to be held in conjunction with this Project. This is to provide an opportunity for all Project partners to schedule their participation.

Should you have any questions regarding this offer, please contact Aileen Waller-Hebb, Provincial Program Manager, Canada/Nova Scotia Infrastructure Secretariat, at 902-424-7414 or David Hovey, Federal Program Manager, at 902-426-6740.

Sincerely,



Deborah Windsor
A/Federal Co-Chair
Management Committee
Canada-Nova Scotia Municipal Rural
Infrastructure Fund



Greg Keefe
Provincial Co-Chair
Management Committee
Canada-Nova Scotia Municipal Rural
Infrastructure Fund

Canada-Nova Scotia Municipal Rural Infrastructure Fund Offer/Agreement

Project name: Dartmouth Harbourfront

Project Number: 05-06-0181

WHEREAS the Applicant applied for funding under the Canada-Nova Scotia Municipal Rural Infrastructure Fund (the "Program");

NOW THEREFORE Her Majesty the Queen in Right of Canada ("Canada"), as represented by the Minister of the Atlantic Canada Opportunities Agency and Her Majesty the Queen in Right of Nova Scotia ("Nova Scotia"), as represented by the Minister of Service Nova Scotia and Municipal Relations "the Minister" hereby offer to make a contribution to the Halifax Regional Municipality subject to the following terms and conditions:

1 The Project

- 1.1** This Offer/Agreement and Schedules "A" Statement of Work, "B" Statement of Financial Contribution, "C" Audit Requirements and, where applicable, "D" Environmental Requirements constitute the complete terms and conditions of this Offer and once signed by the Applicant, constitutes the Agreement.
 - 1.2** The Halifax Regional Municipality ("the Applicant") shall carry out and complete the Project as described in Schedule "A" and in accordance with the work schedules contained therein.
 - 1.3** The Applicant shall not commence the Project prior to November 24th, 2005. Canada and Nova Scotia shall not contribute to any construction or capital cost incurred by the Applicant prior to the date of approval; however, contributions may be made for eligible preliminary engineering and/or design work subsequent to November 24th, 2005. Projects where construction works have started, prior to approval by Ministers, will not be eligible for funding.
 - 1.4** The Applicant shall proceed diligently and shall use qualified personnel in undertaking the Project described in Schedule "A."
 - 1.5** The Applicant shall carry out the Project in Dartmouth, Nova Scotia.
 - 1.6** The Applicant shall not alter the scope of the Project without the prior written consent of Canada and Nova Scotia.
 - 1.7** The Applicant shall obtain the prior written consent of Canada and Nova Scotia to make any material change in the ownership, management, financing, location, size of facilities, timing, federal, provincial or municipal assistance, with respect to the Project during the term of this Agreement.
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2 The Contribution

- 2.1 Subject to all other provisions of the Offer/Agreement, Canada and Nova Scotia will make a Contribution ("the Contribution") to the Applicant in the amount of the lesser of the approved contribution \$352,000 (as defined in Schedule "B") or two - thirds of the actual eligible costs incurred. Eligible costs are the costs necessary to carry out the Project in accordance with Schedule "B."
- 2.2 The Contribution shall be paid based on claims submitted for those eligible costs incurred and paid by the applicant for work completed on the Project. Information on eligible costs may be found at www.mrif.ns.ca/English/test_1.htm#EligibleCost, subject to Section A.1.2 (b) of the Canada/Nova Scotia Agreement.
- 2.3 Progress payments will not exceed 90% of the Contribution. All projects are subject to a financial holdback of 10% until the Project is completed to the satisfaction of Canada and Nova Scotia.
- 2.4 The total funding from all federal sources will not exceed (50%) of the total Eligible costs of the project. The Applicant shall promptly inform Canada and Nova Scotia of any financial assistance from other federal, provincial or municipal sources, which has been received or is to be received. Canada and Nova Scotia shall have the right to adjust the amount of their assistance to take into account the amount of any further assistance received in respect of the Project and may require repayment from the Applicant.
- 2.5 Eligible costs of the project and contributions from Canada and Nova Scotia shall not exceed the forecast cash flow targets for the fiscal years 2006-2010, unless otherwise agreed in writing by Canada and Nova Scotia.
- 2.6 The Contribution is contingent upon the Applicant securing funding for the balance of the total Project costs in an amount and form satisfactory to Canada and Nova Scotia.
- 2.7 Canada and Nova Scotia shall not contribute to any cost that is not a reasonable and proper direct cost of the Project, nor to any cost which is not substantiated by satisfactory supporting documentation.
- 2.8 Canada and Nova Scotia reserve the right to cancel or reduce the Contribution in the event that departmental funding levels are changed by Parliament or the Legislature.

3 Payment


- 3.1 Subject to Section 2, after eligible project costs have been incurred and paid by the applicant, payments from the Program, if any, will be disbursed upon satisfactory receipt of a completed Interim Claim Form by the contact for the Canada/Nova Scotia Infrastructure Secretariat designated in subsection 7.1. The Interim Claim must be

accompanied by a Claim Details Form, including cheque date and number, supplier name and invoice number, particulars and cheque amount. The Final Statement of Claim shall be accompanied by a Project Audit Certificate addressed to the Canada/Nova Scotia Infrastructure Secretariat as described in Schedule "C."

- 3.2 Where reasonable, claims should be received as soon as possible after March 31st of the fiscal year in which the Eligible cost is incurred. At the latest, Claims must be received by March 31 of the year following the fiscal year in which the Eligible Cost is incurred and, in all circumstances, no later than March 31, 2011.
- 3.3 Canada and Nova Scotia shall not be liable to make any payments and are relieved of making any payment in regard to any claim received for work completed after March 31, 2010, unless otherwise agreed to in writing.
- 3.4 The Applicant agrees to follow Generally Accepted Accounting Principles (GAAP), in accordance with the generally accepted accounting principles (GAPP) in effect in Canada and Nova Scotia, for the purpose of financial reporting on this project and to provide accurate and timely progress reports on a quarterly basis or as otherwise requested by the Canada/Nova Scotia Infrastructure Secretariat.

4 Other Conditions

- 4.1 The Applicant agrees that an appropriate tendering process will be followed in all circumstances where more than one supplier of goods and services is believed to be available. The Applicant shall ensure that all tendering practices and transactions represent fair market value and are transparent, open, competitive, accountable, and meet the intent of the Province of Nova Scotia's Procurement Policy. Where a tender is awarded to other than the lowest bidder, the Applicant shall provide a report including complete accounting, rationale, and resolution by the Applicant's council or board. Any untendered costs may be deemed ineligible for cost-sharing unless approved in writing by the Canada/Nova Scotia Infrastructure Secretariat prior to the cost being incurred.
- 4.2 The Applicant agrees that officials or appointees of Canada and Nova Scotia may inspect the premises, plant, products, equipment or other assets for which financial assistance has been provided and may examine their accounting records, books or files and/or computer readable data. The Applicant shall permit any authorized representative of Canada and Nova Scotia reasonable access to the Applicant's premises to inspect and assess the progress of the Project.
- 4.3 The Applicant shall provide advance notice to the Canada/Nova Scotia Infrastructure Secretariat of all project- related meetings and shall maintain minutes of all project-related meetings and provide copies to the Secretariat in a timely manner. Upon request by Canada and Nova Scotia, the Applicant shall provide promptly such information as the Applicant is reasonably able to provide in elaboration of any report required under this Agreement.

- 4.4 The Applicant shall preserve and keep available for audit the books, accounts and records of the costs of the Project for thirty-six (36) months after the terms of the Agreement have been met and supply such data as may be required by Canada and Nova Scotia.
- 4.5 The Applicant must disclose to the undersigned any sub-contract to the Project carried out by a non-arm's length party when the cost of that sub-contract exceeds 10% of the total eligible project costs.
- 4.6 The Applicant may, where it can be demonstrated to be cost effective, use internal resources (equipment and personnel) to complete the work, providing these costs are incremental to the Applicant's normal operations and are eligible, and complete accounting records are provided with Claims for such cost.
- 4.7 The Applicant shall ensure that all regulatory, licensing and permit requirements of all applicable government agencies are satisfied in the conduct and completion of the Project, including all applicable labour, environmental and human rights legislation and shall provide documentation to this effect on request.
- 4.8 ~~The Applicant shall maintain adequate all-risk insurance coverage on all buildings, structures, machinery and equipment and public liability insurance of not less than two million dollars (\$2,000,000) during the term of construction and not less than eighteen (18) months thereafter. Upon request by the Canada/Nova Scotia Infrastructure Secretariat, the Applicant shall provide proof of such insurance.~~
- 4.9 The Applicant shall comply with environmental protection measures in relation to the Project that satisfy the requirements of all regulatory bodies of appropriate jurisdiction, including but not limited to the provisions of Schedule "D" Environmental Requirements to this agreement.
- 4.10 The Applicant shall ensure that it possesses or will acquire project management capabilities to properly execute the Project in accordance with generally accepted project management practices. Applicants that propose to self-manage and/or act as general contractor for projects, or use practices which are not generally accepted, must obtain the acceptance of the Canada/Nova Scotia Infrastructure Secretariat as identified in sub-section 7.1.
- 4.11 For water utility related projects, the Applicant shall obtain approval from the Nova Scotia Utility and Review Board under Section 35 of Chapter 380 of the Revised Statutes of Nova Scotia, 198, as amended, the "Public Utilities Act."
-  4.12 Ownership of Project Asset
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- a) Unless otherwise agreed to by the Parties, the Recipient will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after Project completion;
- i) In the event that, at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms of this Agreement, other than to Canada, Nova Scotia, a Local Government, or a Crown corporation of Nova Scotia that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay Canada, on demand, a proportionate amount of the funds contributed by Canada, as follows:

Where Project asset is sold, leased, encumbered or disposed of:	Repayment of contribution (in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%

- b) At any time during the ten (10) years following the date of completion of the Project, each Party agrees to notify the other Party in writing immediately upon receiving information or becoming aware of any transaction triggering the above-mentioned repayment of which the Party become aware.
- ~~c) At any time during the ten (10) years following the date of completion of the Project, each Party agrees to notify the other Party in writing immediately upon receiving information or becoming aware of any transaction triggering the above-mentioned repayment of which the Party become aware.~~

4.13 All contracts entered into by any Applicant with a Third Party for the implementation of a Project shall include the following provisions:

- a) Proper and accurate accounts and records shall be maintained with respect to the Project;
- b) Canada and Nova Scotia, or their designates, shall be permitted, at all reasonable times, to inspect the terms of the contract and any records and accounts respecting the Project;
- c) All applicable labour, environmental and human rights legislation shall be complied with; and
- d) The Third Party shall be solely responsible for and shall save harmless and indemnify Canada, Nova Scotia and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from (i) the Project; (ii) the performance of the

contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents; (iii) the on-going operation, maintenance and repair of the Project, and/or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents.

5 Communications Requirements

- 5.1 The applicant agrees to hold acceptance of this offer as confidential until such time as a joint public announcement is conducted as provided for under Section 5.02. The Applicant shall obtain the approval of the Canada/Nova Scotia Infrastructure Secretariat before preparing any announcements, brochures, advertisements or other materials that will display the Infrastructure Program logo or otherwise make reference to the Program. No announcements are to be made by the applicant without the prior approval of the Secretariat.
- 5.2 The Applicant consents to joint public announcements of the project, by or on behalf of the Secretariat. The Canada/Nova Scotia Infrastructure Secretariat shall consult with the Applicant regarding the date on which the announcement is to be made and the Applicant shall keep this offer confidential until such date. After official joint announcement of this Project by the Government of Canada, the Province of Nova Scotia, and the Applicant, through the Infrastructure Secretariat, or sixty (60) days after the Applicant's acceptance of this offer, whichever is earlier, information on the project will be considered to be in the public domain.
- 5.3 The Applicant will notify the Canada/Nova Scotia Infrastructure Secretariat at least twenty-one (21) days in advance of any special event (official opening, ribbon cutting, sod turning, etc.), the Applicant wishes to organize in connection with the project. Such events will not be held by applicants prior to the approval of the Canada/Nova Scotia Infrastructure Secretariat.
- 5.4 All joint news releases must be issued in English and French. In addition to news releases, materials that must be in both official languages include all Program collateral materials (e.g., tender advertisements, posters, brochures, banners, displays, kit folders, website, newsletters, reports, etc.) and advertising containing information of interest to the general public. The Government of Canada through the Canada/Nova Scotia Infrastructure Secretariat will assume responsibility for these translations and their costs. Placement and production costs of advertisements for the tendering process in the French and English language media will be considered eligible costs of the project and the responsibility of the Applicant. Tender advertisements and site signage are to be consistent with the Tender Ad and site sign templates provided by the Canada/Nova Scotia Infrastructure Secretariat.
- 5.5 The Applicant will acknowledge that the project was assisted by the Canada-Nova Scotia Municipal Rural Infrastructure Fund in all of its news releases, presentations, advertising, websites and publications (including annual reports).

- 5.6 Acknowledgement within these materials, with the exception of news releases and annual reports, is to be in the form of the Municipal Rural Infrastructure Fund logo displayed prominently and in its entirety (guidelines for use will be provided). As appropriate, acknowledgement is also to be included in the form of text referencing funding through the Program and noting the Atlantic Canada Opportunities Agency and Service Nova Scotia and Municipal Relations as managers of the Program.
- 5.7 In news releases and annual reports, acknowledgement is to be in the form of text referencing funding through the Fund and noting the Atlantic Canada Opportunities Agency and Service Nova Scotia and Municipal Relations as managers of the Fund . Suggested wording for acknowledgement is as follows:

“The project has received funding through the Canada-Nova Scotia Municipal Rural Infrastructure Fund, which is managed by the Atlantic Canada Opportunities Agency (or, where applicable, Enterprise Cape Breton Corporation in Cape Breton) and Service Nova Scotia and Municipal Relations.”

- 5.8 The Applicant consents to the placement of a site sign, at the start of construction, which recognizes federal and provincial participation in the project. The sign, to be provided by the Applicant using specifications provided by the Infrastructure Secretariat, shall be erected by the Applicant on or near the project site, using a solid backing made of plywood, press wood or similar materials. The sign must be in a highly visible location where it can be easily seen by passing traffic and not be overshadowed by other signs. It shall be maintained in place for a period of twelve months after project completion and then removed by the Applicant and a permanent plaque, where feasible, to be provided by the Secretariat may be placed by the Applicant in a visible location inside the facility.
- 5.9 A Communications Officer with the Canada-Nova Scotia Infrastructure Secretariat will be available to assist in fulfilling the public information requirements of Section 5.

6 Default

- a) The following constitutes Events of Default:
- i) The Applicant becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - ii) An order is made or resolution passed for the winding up of the Applicant, or the Applicant is dissolved;
 - iii) In the opinion of the Canada and Nova Scotia the Applicant ceases to carry on business;

- iv) The Applicant has submitted false or misleading information or has not provided Canada and Nova Scotia with full disclosure of all commitments, contingent liabilities or other obligations that may impact on this Project;
 - v) The Applicant is no longer entitled to the Contribution;
 - vi) The amount of the Contribution exceeds the amount to which the Applicant is entitled; and
 - vii) The Applicant has not met or satisfied a term or condition of this Agreement within thirty (30) days of being notified in writing by Canada and Nova Scotia that the said term or condition has not been met or satisfied.
- b) If an Event of Default has occurred, or in the opinion of Canada and Nova Scotia is likely to occur, Canada and Nova Scotia may, upon giving the Applicant reasonable notice, exercise either or both of the following remedies:
- i) Terminate any obligation by Canada and Nova Scotia to contribute or continue to contribute to the costs of the Project, including any obligation to pay any amount claimed prior to the date of such termination; and
 - ii) Require the Applicant to repay part or all of the Contribution forthwith to Canada and Nova Scotia and the amount is a debt due to Her Majesty in the Right of Canada and Her Majesty in the Right of Nova Scotia and may be recovered as such.

6.2 The Applicant shall pay, in addition to any amount payable as a result of an Event of Default, interest on such amount. The interest calculated daily and compounded monthly, shall accrue commencing upon the date which, in the opinion of Canada and Nova Scotia, the Event of Default occurred. The rate of interest shall be equal to three percent (3%) higher than the Bank of Canada discount rate for the previous month.

6.3 The Applicant must repay to Canada and Nova Scotia any amount of the contribution that exceeds the amount to which the Applicant is entitled arising from, but not limited to unexpended balance, overpayments or ineligible expenses, within 30 days of written notification by Canada and Nova Scotia. The said monies owing is a debt due to Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of Nova Scotia and may be recovered as such.

7 **General**

- 7.1 Any notice or correspondence to Canada and Nova Scotia, including the attached duplicate copy of this Offer/Agreement, signed by the Applicant, shall be addressed to:

Canada/Nova Scotia Infrastructure Secretariat
c/o Service Nova Scotia and Municipal Relations
1505 Barrington St., 14 North Maritime Centre
PO Box 216
Halifax, NS B3J 2M4

ATTN: Aileen Waller-Hebb, P.Eng.
Phone: (902) 424-7414
Fax: (902) 424-0821
E-mail: wallerae@gov.ns.ca

- 7.2 Any notice to the Applicant with respect to this Agreement shall be effectively given if delivered or sent by letter or by tele-facsimile (postage or other charges prepaid), addressed to the Applicant at the address as given in this Agreement or other address designated in writing by the Applicant. Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by tele-facsimile shall be deemed to have been received one working day after being sent; any notice mailed shall be deemed to have been received eight calendar days after being mailed.
- 7.3 The contracting agency shall be the Province of Nova Scotia, on behalf of Canada and Nova Scotia.
- 7.4 The term of the Agreement shall be effective from the date of acceptance to March 31st, 2012.
- 7.5 No federal or former public office holder or current or former public servant, who is not in compliance with the federal Conflict of Interest and Post-Employment Code for Public Office Holders, the federal Conflict of Interest and Post Employment code for the Public Service, the Nova Scotia Code of Conduct for Members, the Nova Scotia Code of Conduct for Civil Servants or the Members and Public Employees Disclosure Act shall derive a direct benefit from this Agreement. Should an interest be acquired during the life of this Agreement that would cause a conflict of interest or seem to cause a departure from the principles of the Codes or Act, the Applicant shall declare it immediately to Canada and Nova Scotia.
- 7.6 No member of the House of Commons, the Senate of Canada or the Nova Scotia House of Assembly shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

- 7.7 Canada, Nova Scotia and the Applicant declare that nothing in this Agreement shall be construed as creating a partnership, joint venture or Agency relationship between Canada, Nova Scotia and the Applicant. The Applicant is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Canada or Nova Scotia, nor shall the Applicant make a promise, agreement or contract and incur any liability on behalf of Canada or Nova Scotia, and shall be solely responsible for any and all payments and deductions required by the applicable laws. The Recipient shall indemnify and save harmless Canada and Nova Scotia in respect of any claims arising from failure to comply with the foregoing.
- 7.8 The Applicant agrees to indemnify and save harmless Canada and Nova Scotia from and against any and all claims, damages, loss, cost and expenses, which they or either of them may incur or suffer as a result of, or arising out of, any injury to persons (including injuries resulting in death), or loss or damage to property of others alleged to be caused or suffered by reason of, or in connection with the Project.
- 7.9 The Applicant represents and warrants that any person who lobbies on its behalf to obtain this Agreement, or any benefit thereunder and who is required to be registered pursuant to the *Lobbyist Registration Act* is registered pursuant to that Act.
- 7.10 This Offer/Agreement is subject to the Canada-Nova Scotia Municipal Rural Infrastructure Fund Agreement dated November 25, 2005. In the event of a conflict between the clauses herein and the said Canada/Nova Scotia Infrastructure Fund Agreement, the latter shall prevail.
- 7.11 The acceptance of this Offer, including Schedules "A," "B," "C," and, where applicable, "D" in accordance with the terms hereof will constitute the entire Agreement between the parties hereto pursuant to the Canada-Nova Scotia Municipal Rural Infrastructure Fund.
- 7.12 This Agreement is binding on the Applicant, and its heirs, executors, administrators, successors or assignees.

COPY

I/we accept the contribution offer of \$352,000 on behalf of Halifax Regional Municipality and I/we agree to comply with the conditions outlined in this Offer/Agreement under the Canada-Nova Scotia Municipal Rural Infrastructure Fund.

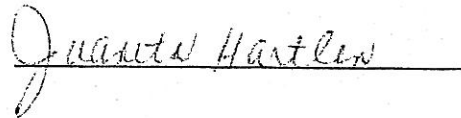
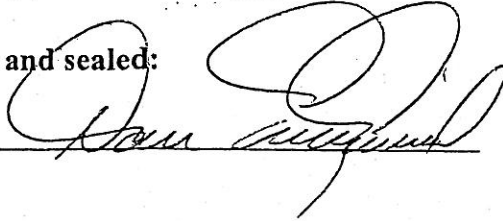
Where applicable, I/we understand and agree that all information pertaining to this letter shall remain confidential until a joint announcement is completed.

Project Name: Dartmouth Harbourfront Trails

Project #: 05-06-0181

Signed and sealed:

Per:



Per:

Signature of Authorized Official(s)

Witness(es) as to Execution

Name(s): Dan English

Position(s): Chief Administrative Officer

Date: May 9/07

MRIF

SCHEDULE "A"

STATEMENT OF WORK

Applicant: Halifax Regional Municipality

Project Name: Dartmouth Harbourfront Trails

Project No.: 05-06-0181

Project Description: To provide for the construction of the Tupper St. to Ferry Rd. section of the Dartmouth Harbourfront Trail. This 300 metre portion of the Dartmouth Harbourfront Trail will complete the trail on the Dartmouth side of the Harbour which is located between the Dartmouth & Woodside Ferry Terminals.

Commencement Date: November 24, 2005

Completion Date: March 31, 2010

SCHEDULE "B"

Statement of Financial Contribution

Total:	\$771,222 ✓	Shareable:	\$528,000	Eligible:	\$771,222 ✓
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Cash Flow

Approved Project Funding	Funding	Contribution Ratio	2006/07	2007/08	2008/09	2009/10	2010/11
Provincial/Federal	\$352,000 ✓	2/3	\$0	\$0	\$0	\$176,000	\$176,000
Municipal	\$176,000	2/3	\$0	\$176,000	\$0	\$0	
Other	\$0	0.00%	\$0	\$0	\$0	\$0	
Other	\$0	0.00%	\$0	\$0	\$0	\$0	
Total	\$528,000	100.00%	\$ 0	\$176,000	\$ 0	\$176,000	\$176,000

Note: Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of this agreement.

SCHEDULE "C"

AUDIT REQUIREMENTS

1. The Applicant shall submit to the Canada/Nova Scotia Infrastructure Secretariat an Audit Report/Certificate prepared and signed by the external auditor of the Applicant. This certificate shall state the following:
 - a) The examination was made in accordance with generally accepted auditing standards and includes such tests as the auditor considered necessary in the circumstances;
 - b) The costs claimed were in accordance with Schedule "B" and other provisions of the Agreement, and have been recorded in accordance with generally accepted accounting principles; and
 - c) The type of costs incurred and the time frame in which the costs were incurred and paid.
2. The project audit certificate shall be accompanied by an audit report which shows:
 - a) Capital costs as capitalized in the books of the Applicant by appropriate category.
 - b) The report shall highlight:
 - i) Costs for any purchases, sub-contracts, consultant services, etc., which were provided by companies or individuals that are related in any way to the Applicant or directors or shareholders of the Applicant;
 - ii) Any findings that are not in accordance with generally accepted accounting principles;
 - iii) Any other federal funding that was received or is to be received for the costs that are being supported under the Project; and
 - iv) Eligible Project Costs, which have been incurred but not yet paid.

ENVIRONMENTAL REQUIREMENTS *(to be forwarded to the proponent)*

Project Name: Construction of Harbourfront Trail
Location: Dartmouth, Nova Scotia

Comments

Potential impacts of this project are associated with construction and operation phase disturbances.

Mitigation / Environmental Protection Measures

The proponent must ensure that a copy of these "Environmental Requirements" will be readily available on site for inspection and reference purposes during the construction phase of the project, and that all contractors and their agents will be made aware of and respect the following requirements where applicable to their direct involvement in the work.

Machinery must be checked for leakage of lubricants or fuel and must be in good working order. Refuelling must be done at least 30 m from any water body. Basic petroleum spill clean-up equipment should be on-site. All spills or leaks should be promptly contained, cleaned up and reported to the 24 hour environmental emergencies reporting system (1-800-565-1633).

Work should be scheduled to avoid periods of heavy precipitation. Erosion control structures (temporary matting, geotextile filter fabric) are to be used, as appropriate, to prevent erosion and silty runoff during the construction phase. These structures are to be left in place until vegetation is re-established and/or all exposed soils are stabilized.

The exposed soil area must be minimized by limiting the area that is exposed at one time and by limiting the time that any one area is exposed. All stockpiled soil must be covered and/or dyked to prevent erosion or silty runoff from leaving the site. Wherever possible, exposed soil should be replanted or sodded to ensure soil stabilization.

All construction wastes must be recycled where possible or otherwise disposed of appropriately.

All construction equipment must be fitted with standard and well maintained noise suppression devices. Construction activities must respect appropriate time restriction and use smaller, less disturbing equipment where possible. Appropriate dust suppression methods are to be employed when required.

Guests should be discouraged to litter or discard garbage into the harbour.

Visitors should be advised to use litter bins or carry their waste until they reach a proper disposal site.

The proponent must follow all best practices associated with the work being undertaken in this project.

The proponent is responsible to obtain all necessary permits, licenses and authorizations required for this proposed project. Any and all stipulations outlined by federal, provincial, or municipal authorities and/or ~~their officers must be strictly followed. Any discrepancies must be successfully resolved before the~~
pertinent work may begin.

Follow-Up Requirements

Section 38(1) of the Canadian Environmental Assessment Act requires the Responsible Authority to verify environmental assessment predictions and mitigation efficacy through the conduct of a Follow Up Program. In this regard, the proponent will be expected to provide site access to ACOA and/or its delegate to perform related duties as required.

Attachment 2

**Halifax Regional Council
Committee of the Whole
November 29, 2005**

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: 
Dan English, Chief Administrative Officer


Wayne Anstey, Acting Deputy Chief Administrative Officer

DATE: November 25, 2005

SUBJECT: MRIF - Supplementary Report

ORIGIN

During the November 22, 2005 Committee of the Whole discussion on projects to consider for Municipal Rural Infrastructure Fund (MRIF) application, staff was asked to prepare a report outlining a better balance of the \$4.5m currently allocated for bikeways/trails, to be distributed between bikeways/trails and transit.

New information, available with the signing of the agreement indicated HRM's allocation for application to MRIF is \$11.5m. This lowers the Council requested 20% urban allocation to \$3.45m (total contributions).

Staff will come back to Council with recommendations on the allocation within the projects approved as the rural component (approved November 22) to meet the \$11.5m application maximum.

RECOMMENDATION

It is recommended that :

1. The 20% urban component of HRM's MRIF allocation be applied towards the following projects (totalling \$3.45m):
 - Purchase of three transit buses at a total cost of \$1.35m to help address a portion of the existing transit service deficiencies within the urban core.

Recommendation Continued:

- Top priority active transportation projects, totalling \$2.1m, providing a basic network of routes that can be integrated into the daily lives of the public and which contribute significantly to lessening traffic, increasing transit ridership and promoting a healthier lifestyle.
Halifax Urban Greenway Phase I - \$880,000
Dartmouth Harbourfront Trail (Maplehurst connection) - \$528,000
Shubenacadie Trail - \$400,000
Bedford Highway Bikeway Phase 1 - \$352,000

BACKGROUND

Municipal Rural Infrastructure Fund

The Municipal Rural Infrastructure Fund is a Federal/Provincial cost share program in which each partner is expected to contribute 1/3 of the cost. MRIF was signed in Nova Scotia on Thursday November 24, 2005. HRM expects to be eligible to receive up to a maximum of \$14.4m (previously estimated at \$14.8m - reduction due to administrative costs). The final decision on which projects are funded rests with the Federal and Provincial governments, however municipal priorities are a strong consideration. MRIF is application based, HRM will apply to the federal/provincial program to fund the specific projects as approved by Council. As is consistent with other infrastructure agreements, 20% of the allocation will be invested in strategic priorities by the Federal and Provincial governments without an HRM application, leaving approximately \$11.5m available for Council prioritization and application.

In total across Canada, a minimum of 60 percent of funding under the MRIF, with a minimum of 40 percent per jurisdiction, will target "green infrastructure" that provide a better quality of life and benefit through sustainable development. These include water, wastewater, solid waste, municipal energy improvements, and public transit. The new fund will also invest in cultural, tourism and recreational infrastructure, local roads and broadband connectivity.

Other Potential Funding Sources

During the November 22 Committee of the Whole discussion staff were also asked to highlight other external funding sources that may be available to HRM for projects such as those suggested for MRIF application. Below is a brief description of the following:

- Gas tax
- Transit funds
- Atlantic Investment Partnership
- PCAP

Gas Tax

A bi-lateral agreement was signed between the federal and provincial governments on Friday September 23, 2005. To enable the flow of funds to a municipality a Municipal Funding Agreement must be signed between HRM and the Province of Nova Scotia. On October 25, 2005 Council recommended that the Mayor on behalf of HRM enter into the agreement. Formal signing of the agreement is expected within the coming weeks. HRM expects (based on current estimates) to receive in the area of \$60m in 5 years.

Municipal Requirements:

- Funds must result in net incremental capital spending on environmentally sustainable infrastructure from April 1, 2005 to March 31, 2010
- The funds will not clawback any current capital funding
- Average annual capital spending on municipal infrastructure will not fall below \$58m
- HRM will supply a capital investment plan by year 5
- HRM will develop over the term of the agreement a community sustainability plan
- HRM will provide access to records related to funded projects if requested
- HRM will comply with the communications protocol outlined
- HRM will retain title to the resulting infrastructure for at least 10 years

Eligible Projects Include:

- Public transit (rapid transit, transit busses, ITS, HOV lanes etc)
- Water (drinking water supply, distribution, metering)
- Wastewater (wastewater and stormwater)
- Solid waste (diversion, recovery facilities, organics management, landfills, landfill gas recuperation)
- Community energy systems (cogeneration, district heating)
- Active transportation infrastructure (bike lanes, local roads, bridges, tunnels)

Public Transit Funds

On June 1, 2005 a news release was issued outlining the federal government's investment of up to \$800 million in public transit over two years as part of the New Deal for Cities and Communities.

It has been suggested that funds will be used to refurbish and replace fleets, upgrade and refurbish terminals and garages, invest in new light rail, subway and bus rapid transit systems, replace and rehabilitate tunnels, stations and other structures, and utilize new intelligent transportation systems designed to improve services for both passengers and operators.

Public transit funds will flow to municipalities in a way similar to gas tax funds. Within each province and territory, the Government will negotiate an intra-jurisdictional formula based on ridership.

Allocation to the provinces and territories of the transit funding totalling up to \$800 million over two years results in approximately \$23,464,303 for Nova Scotia. There is no formal implementation plan to date.

Atlantic Investment Partnership

The 2nd Wave of the Atlantic Investment Partnership was recently announced.

Within it is an Innovative Communities Fund. The Innovative Communities Fund (ICF) invests in strategic projects that build the economies of Atlantic Canada's communities. ICF builds on the strengths of communities and provides the tools needed to identify opportunities available for their sustainable economic growth.

ICF focuses on investments that lead to long-term employment and economic capacity building in rural communities. Urban initiatives that stimulate the competitiveness and vitality of rural communities may be considered on a selective basis.

The program is funded with \$175 million over five years. Assistance is non-repayable. The amount provided to each individual project will be determined by an assessment of the level of funding necessary to allow the project to proceed. HRM or community groups could apply for funding but there is no notional allocation to areas or municipalities. If HRM were to apply there would be an expectation it would provide a share of funding.

More information and criteria on the Atlantic Investment Partnership can be found at:
www.acoa.gc.ca

Provincial Capital Assistance Program

The Provincial Capital Assistance Program (PCAP) is designed to enable the Government of Nova Scotia to contribute financially towards the cost of high priority municipal infrastructure projects in order that this cost burden might be reduced to an affordable level. Eligible projects include: sanitary sewage facilities and collection systems, in-ground sewage disposal facilities, water intake, treatment, pumping and storage facilities, water transmission and distribution systems, solid waste management facilities and equipment, municipal infrastructure engineering and research studies.

More information on the PCAP is available online at:
http://www.gov.ns.ca/snsmr/muns/infr/capital_assist.asp

This is not an exhaustive list of external funding opportunities, but does highlight some opportunities for HRM.

DISCUSSION

Bikeyways/Trails

The Regional Bikeways and Trails program is a joint effort between Transportation and Public Works and Real Property and Asset Management. The program is aimed at putting Active Transportation (AT) infrastructure on the ground as an alternative to vehicle trips. The system is designed to connect pedestrians, cyclists, and other modes of human powered mobility to major transit facilities (ferry terminals, bus terminals and bus rapid transit) as well as provide direct destination tripping for both local community destinations as well as regional employment, business and education centres. The AT system involves both on-street facilities and multi-use trails. The benefits of an alternative transportation system are multi-fold and help our community achieve objectives in sustainable development, environmental protection, traffic reduction, healthy lifestyles and a quality of community life.

Currently an Active Transportation Plan for all of HRM is being developed by Transportation and Public Works, Real Property and Asset Management, Planning and Development, Recreation Tourism and Culture and Nova Scotia Sport and Recreation. That plan will identify a strategy for building and promoting an active transportation system for the municipality by building on work that has been done to date around bikeways, trails and parks, transit and ferry initiatives, regional planning, transportation planning and healthy living. The plan is scheduled to be delivered to Council in February.

In the meantime staff are comfortable identifying a number of priorities which, while not complete, constitutes the framework for Active Transportation in and around the urban areas as stipulated by council's direction for 20% urban funding in the MRIF program (as noted in the recommendation section of this report). These constitute primary regional connection corridors within the overall system. The list and a brief description of these components can be found in Appendix A.

The entire Active Transportation system will take a number of years to complete. The program has to be ambitious in that a good deal of existing HRM transportation infrastructure has not been built to easily accommodate other modes of transportation. In some areas of the municipality it is relatively straightforward to build the system. In other areas patience and strategic land acquisitions are required. To date there has been good success especially in the rural areas where abandoned railways constitute a main stay for connecting communities. Urban areas can have different challenges and be substantially more expensive. The list in Appendix A constitutes approximately 15 million dollars in infrastructure improvements. These elements will form the "arterial routes" for the municipality's Active Transportation System.

In prioritizing the proposed projects for the MRIF program staff have aimed to advance major projects which have either already begun in a phased approach or have undergone detailed design and are currently ready for construction. These projects can provide a basic network of routes that can be promoted and integrated into the daily lives of the public. This is seen as being key to

building a successful more comprehensive system which contributes significantly to lessening traffic, increasing transit ridership and promoting a healthier lifestyle.

The Active Transportation program will require significant funding over the next ten to fifteen years. HRM has been the beneficiary. The Gas Tax fund recognizes Active Transportation infrastructure as a component of a fully rounded transportation system and is eligible for funding. HRM will have to consider funding AT infrastructure from the Gas Tax as well as seeking other funding sources in order to achieve a comprehensive network able to give our citizens good and viable alternatives to the automobile.

Transit

With the continued growth in transit ridership, capacity pressures exist on certain transit routes within the urban core transit network. These transit routes carry a high volume of passengers and buses often transport passengers at or over capacity during peak hours. This results in the potential for passengers to be left behind at a bus stop during peak hours.

Staff have identified the need to address these deficiencies by increasing the service frequencies to meet our service standards. The purchase of three transit buses will provide capacity to increase service frequencies on transit routes within the urban core to address the high volume of passenger demand.

While this opportunity will provide capacity to address some of the service deficiencies within the urban core, additional funding will be required address the remaining areas.

BUDGET IMPLICATIONS

There are no immediate budget implications associated with determining the projects to which MRIF funding will be applied. Any budget implications will be discussed during each application or contract for a specific project.

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

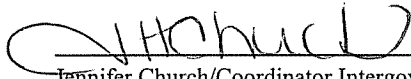
Council could choose other infrastructure projects to be included in MRIF applications. Staff does not recommend this.

ATTACHMENTS


Appendix A - Priority Regional Connectors for Active Transportation.

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.

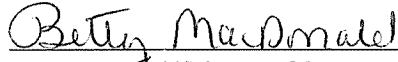
Report Prepared by:


Jennifer Church/Coordinator Intergovernmental Affairs

Financial Review:


[Barb Palmet/Financial Consultant]

Report Approved by:


Betty MacDonald/Director of Governance and Strategic Initiatives/490-4769

Appendix A - Priority Regional Connectors for Active Transportation.

Dartmouth Harbourfront Trail - Connecting Woodside Ferry to Alderney Ferry to the MacDonald Bridge Bike Lane.

Shubenacadie Trail Corridor - Completion of multi-use trail from Alderney Ferry to north end of Lake Charles with connections to other collectors and destinations along that route.

Shearwater to Woodside Ferry Terminal - Connecting to the Cole Harbour Marsh Trail via Hines Road this trail connects Eastern Passage with Woodside.

Lake Charles to Waverley Trail - An extension of the Shubenacadie Trail running along Lake William to Waverley.

Portland Hills Woodside Ferry Connector - On-street and off-street connection between neighbourhood trail system at Portland Hills, Morris Lake and Russell Lake and the Woodside Ferry. This connection includes routes connecting Bus Rapid Transit terminal in Portland Hills.

Barrington Street Trail - Connecting the north end of the Halifax Peninsula to the MacDoanld Bridge and downtown Halifax - Phase I runs from the Macdonald Bridge to downtown and the waterfront - Phase II runs from the MacDonald Bridge to Seaview Park and Look Off and on to Memorial Drive.

Halifax Urban Greenway - Running from the Armdale Rotary to Point Pleasant Park along the aprons of the rail cut and city streets- Phase I South Street to Point Pleasant Park and Phase II is from South Street to the Armdale Rotary.

Waterfront to Point Pleasant Park - Running through the port lands the desire is to work with the Port of Halifax to connect the waterfront through to Point Pleasant and then to the Halifax Urban Greenway.

Central Peninsula Travelway - Providing a safe and enjoyable on-street environment for active transportation users to connect from Seaview Lookoff in the Northend to Point Pleasant Park in the Southend. This travelway uses streets including Agricola, North Park, Trollop and South Park and Young Ave to create a spine connecting neighbourhoods to universities, hospitals, schools, recreation centres, parks, and shopping districts.

BLT/ Bayers Lake Trail Extension - connecting the end of the Beechville Lakeside Timberlea Trail at Bayers Lake to the Armdale Rotary and Fairview Cove/Bedford Highway Bikeway using the existing Bayers Lake rail spur line.

Clayton Park Liner Park Trail - Connecting Bedford South with Fairview at Main Ave this existing trail requires upgrading to an Active Transportation standard primarily through paving. Phase II involves construction of a connection between Main Ave and Chain Lake where the trail would join the BLT on its way to the Armdale Rotary.

St. Margarets Bay Road Bike Way - Development of a safe bikeway along the St. Margarets Bay Road to Prospect Road.

Purcells Cove Road Bikeway - Paving of shoulders and other improvements to create a safe bike route along Purcells Cove Road.

Herring Cove Road Bikeway - Right of Way improvements in order to develop a bikeway connecting Herring Cove to Armdale Rotary.

MacIntosh Run to Chain Lake Connector - Using a combination of on and off street travelways this trail connects Spryfield with Chain Lake and the Armdale Rotary.

Bedford Sackville Connector - Phase I connecting the Sackville Transit Terminal to the Bedford Highway Bikeway and future Bedford Fast Ferry Site is currently underway. Phase II will require that this route be upgraded to an urban Active Transportation standard by paving.

Feeley Lake to Sackville Bus Terminal - Phase I connects the bus terminal to Downsview Mall - Phase II connects to Bus Rapid Transit at Beaverbank Crossroads and also to Feeley Lake.

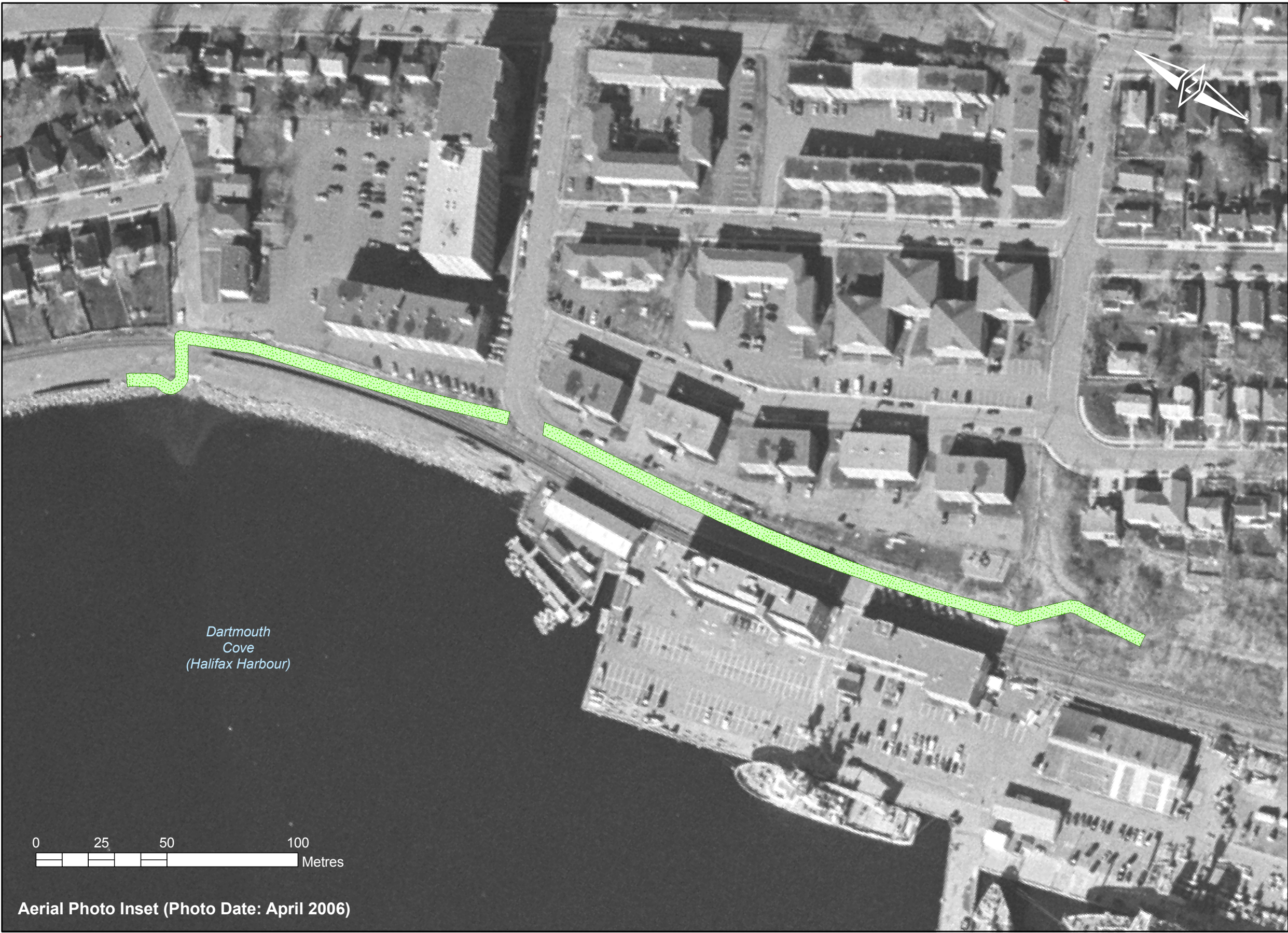
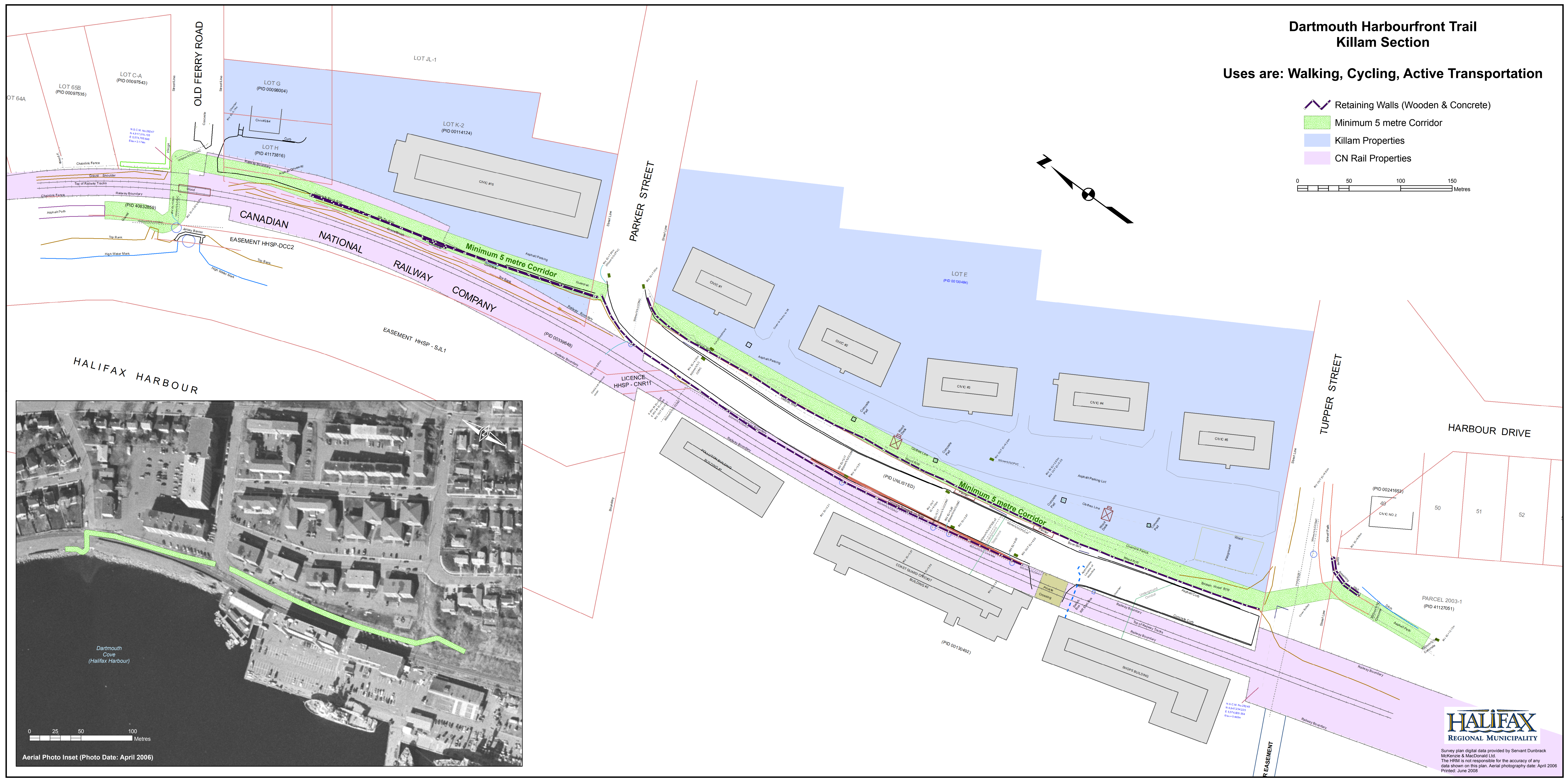
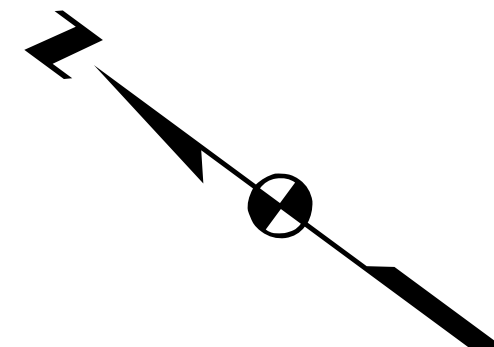
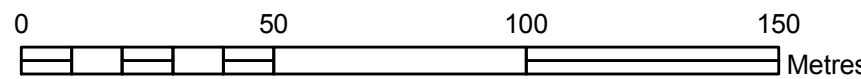
Bedford Highway Bikeway - connecting Northend Halifax to Bedford via safe cycling routes along the Bedford Highway

Hammonds Plains Road Bikeway - Roadway improvements to create a bikeway along Hammonds Plains Road to connect with the Fast Ferry and Bedford Highway Bikeway.

Dartmouth Harbourfront Trail
Killam Section

Uses are: Walking, Cycling, Active Transportation

- Retaining Walls (Wooden & Concrete)
- Minimum 5 metre Corridor
- Killam Properties
- CN Rail Properties



Aerial Photo Inset (Photo Date: April 2006)



Survey plan digital data provided by Servant Dunbrack
McKenzie & MacDonald Ltd.
The HRM is not responsible for the accuracy of any
data shown on this plan. Aerial photography date: April 2006
Printed: June 2008