



PO Box 1749
Halifax, Nova Scotia
B3J 3A5, Canada

Item No. 10.1.9
Halifax Regional Council
January 26, 2010

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

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

Dan English, Chief Administrative Officer

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

Wayne Anstey, Deputy Chief Administrative Officer - Operations

DATE: January 7, 2010

SUBJECT: Nova Scotia Transportation and Infrastructure Renewal - Pedestrian
Activated Flashing Amber Beacon Cost Sharing Program 2008-09
Agreement

ORIGIN

This report originates as a result of the joint Crosswalk Safety Task Force between the Nova Scotia Transportation and Infrastructure Renewal (NSTIR) and the Halifax Regional Municipality (HRM).

RECOMMENDATION

It is recommended that:

1. His Worship the Mayor and the Municipal Clerk be authorized, by resolution of Regional Council, to sign on behalf of HRM, the Pedestrian Activated Flashing Amber Beacon Cost Sharing Program 2008-09 Agreement between HRM and NSTIR, a three-year agreement, as outlined in the Discussion Section of this report.
2. Council approve an increase of \$25,000 in capital project No.CTU01085 - Traffic Signal Installation to account for the cost sharing as outlined in the Budget Implications section of this report.

BACKGROUND

In April 2007, the Nova Scotia Minister of Transportation and Infrastructure Renewal and Mayor Peter Kelly appointed the Crosswalk Safety Task Force. The objective of the Task Force was to identify strategies and measures to improve crosswalk safety in Nova Scotia. The report of the Task Force was completed in December 2007 and submitted to the Minister and Mayor in January 2008. It was released on April 10, 2008. The report recommended that the Province and Municipalities consider upgrading pedestrian activated flashing amber beacons to increase the visibility of the beacons. In response to this recommendation NSTIR has established a three year funding program to assist the municipalities with the costs associated with upgrading pedestrian activated flashing amber beacons.

DISCUSSION

It would be the municipalities' responsibility to perform the upgrades. If this agreement were to be signed, NSTIR agrees to share up to fifty percent (50%) of eligible costs incurred by the Municipality between April 1, 2008 and March 31, 2012. In the agreement, NSTIR has outlined the criteria that must be followed in order for the HRM to receive funding and has included a list of forty-four (44) locations that are the subject of the agreement (see attached report). The total funding by NSTIR to HRM for cost sharing pursuant to this agreement shall not exceed \$95,000.

BUDGET IMPLICATIONS

Funding by NSTIR to HRM in each fiscal year shall not exceed the following amounts: 2009-2010 (\$25 000), 2010-2011 (\$35 000), 2011-2012 (\$35 000). Current and future fiscal years budgets will be adjusted to reflect the cost sharing. Funding is available in the Approved 2009/10 Capital Budget from Account No.CTU01085 Traffic Signal Installation for HRM's portion of the agreement. The budget availability has been confirmed by Financial Services.

Budget Summary: Capital Account No.CTU01085 - Traffic Signal Installation

Available Balance	\$924,958.30
Add: Cost Sharing	<u>\$ 25,000.00</u>
Balance	\$949,958.30

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. If approved, there will be an increase to the gross capital budget but not the net.

ALTERNATIVES

There are no recommended alternatives.

ATTACHMENTS

Pedestrian Activated Flashing Amber Beacon Cost Sharing 2008-09 Agreement

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: Tanya Davis, P.Eng, Traffic Services Supervisor, Traffic and Right of Way, 490-8425



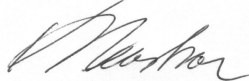
Report Approved by:

Taso Koutroulakis, P.Eng, PTOE, A/Manager, Traffic and Right of Way, 490-4816



Financial Approval by:

Cathie O'Toole, CGA, Director of Finance, 490-6308



Report Approved by:

Ken Reashor, P.Eng, A/Director, Transportation and Public Works, 490-6637



Transportation and
Infrastructure Renewal

Pedestrian Activated Flashing Amber Beacon Cost Sharing

(Three Year Program April 1, 2009 to March 31, 2012)

Form of Agreement

**APPROVED
AS TO FORM**
MCS
Municipal Solicitor

THIS AGREEMENT made this day of , 2010.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia (the "Province"), as represented by the Minister of Transportation and Infrastructure Renewal, hereinafter called "TIR"

-and-

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

WHEREAS a Crosswalk Safety Task Force, which was established by the Province and the Halifax Regional Municipality, recommended that the Province and municipalities consider upgrading pedestrian-activated flashing amber beacons to increase the visibility of the beacons.

AND WHEREAS TIR has established a three-year funding program to assist municipalities with the costs associated with upgrading pedestrian-activated flashing amber beacons.

AND WHEREAS the Municipality proposes to perform upgrades to the pedestrian-activated flashing amber beacons located at the crosswalks, as more particularly set out in Schedule "A" (collectively, the "Crosswalks" and individually, the "Crosswalk"), attached hereto and forming part of this Agreement.

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. TIR agrees to share up to fifty percent (50%) of Eligible Costs, as hereinafter defined, incurred by the Municipality between April 1, 2008 and March 31, 2012 for upgrading eligible crosswalk installations which use pedestrian activated amber beacons (the "Funding").

2. Upgrades on the Crosswalks will only be considered to be eligible for Funding if all of the following criteria are met to TIR's satisfaction:
 - a. the crosswalk is located on a highway within the meaning of the Public Highways Act or a former cost-shared road;
 - b. the crosswalk is located so as to ensure a safe stopping sight distance is available to motorists approaching the crosswalk;
 - c. the crosswalk has pavement markings of the twin parallel line type or zebra style in good condition;
 - d. the crosswalk has two "white on black pedestrian crosswalk signs" (RA-5) mounted for each approach with one sign over the centre of the right half of the roadway and the other sign over the centre of the left half of the roadway. Each sign must be oriented to face the centre of the roadway and equipped with:
 - (i) internal illumination that down lights the crosswalk area; and
 - (ii) one flashing amber beacon in each direction such that two beacons facing in the same direction (one on each RA-5) flash alternately when activated by the pedestrian;
 - e. the crosswalk has side mounted "black on white" TIR standard pedestrian crosswalk signs (RA-4) on the left and right sides of the highway on both approaches in pedestrian crosswalks or has side mounted "black on white" TIR standard school crosswalk signs (RA-3) on the left and right sides of the roadway on both approaches in school crosswalks;
 - f. all signs and devices adjacent to the crosswalk are visible to approaching motorists and are not obscured by vegetation or other structures; and
 - g. the crosswalk flashing light beacon system shall be in good working order and all signs shall be in accordance with the Nova Scotia Regulations Respecting Traffic Signs (the "Sign Regulations").
3. The following costs incurred by the Municipality in performing the upgrades may be eligible for Funding ("Eligible Costs"):
 - a. replacing existing overhead amber beacons (typically with 200mm diameter lenses) with beacons that have 300mm diameter amber LED lenses;

- b. replacing any side mounted pedestrian or school crossing signage that does not meet the Sign Regulations with signage that meets the Sign Regulations (RA-3 or RA-4) for pedestrian and school crosswalks;
 - c. replacing or reconfiguring flashing beacon controllers to enable push button reactivation extension; and
 - d. installing new side mounted, 300mm diameter lense amber beacons.
4. The following costs are not eligible pursuant to this Agreement:
- a. replacing existing poles or mast arms;
 - b. adding new poles or mast arms;
 - c. replacing or adding missing signs and devices to bring the installation up to TIR's standards, other than those expressly provided for in this Agreement; or
 - d. adjustments made to the existing installation including repositioning RA-5 signs, clearing vegetation and removing or relocating other visual obstructions.
5. The total Funding by TIR to the Municipality for cost sharing pursuant to this Agreement shall not exceed \$95,000. Funding by TIR to the Municipality in each fiscal year shall not exceed the following amounts: 2009-2010 (\$25,000), 2010-2011 (\$35,000), 2011-2012 (\$35,000).
6. If a portion of the total Funding for a particular fiscal year remains unused at the end of that fiscal year, the unused portion may, at the sole and absolute discretion of TIR, be carried forward for use in any subsequent fiscal year as set out pursuant to this Agreement.
7. Notwithstanding paragraph 2, before being eligible for receipt of any Funding from TIR, the Municipality shall provide TIR with the following:
- a. a description of the upgrades proposed for each Crosswalk including a plan showing the proposed upgrades; and
 - b. a cost estimate for the proposed upgrades, which shall identify and detail items that are proposed to be part of the Funding.
8. Upon receipt of the information in paragraph 7, TIR shall advise the Municipality of:
- a. the Crosswalks and the amount of Funding that has been approved; and

- b. the fiscal year of the Province in which the upgrades must be completed in order to be eligible for the Funding.
9. Upon completion of the upgrades, but no later than January 31st of the fiscal year for which the upgrades have been approved, the Municipality shall submit an invoice to TIR, including the following information:
 - a. a description of the upgrades completed;
 - b. copies of receipts for all expenses for which Funding is being claimed; and
 - c. dated photos of each upgraded installation.
10. Within ninety (90) days of receipt of the information in paragraph 9, TIR shall:
 - a. satisfy itself that the upgrades meet all eligible criteria and conditions set out in this Agreement and forward payment of the Funding to the Municipality; or
 - b. request that the Municipality provide additional details or complete additional upgrades to ensure that the upgrades meet the obligations of the Municipality set out in this Agreement.
11. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Province of Nova Scotia.
12. The Municipality shall maintain accurate financial records and books of account, in accordance with generally accepted accounting principles, of all expenses incurred in the execution of any upgrades contemplated under this Agreement. Such accounts and records shall, at all reasonable times, be available for inspection and audit by TIR or its authorized representatives.
13. The obligations of TIR pursuant to this Agreement are subject to and conditional upon TIR obtaining on or before March 15, 2010, approval from the Governor in Council for the Province of Nova Scotia to enter into this Agreement. In the event that the Governor in Council does not approve this Agreement, TIR shall notify the Municipality, on or before March 31, 2010 and this Agreement shall be deemed null and void and TIR shall have no obligation or liability to the Municipality in respect of the subject matter of this Agreement.
14. All notice, demand or other communication to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

to the Municipality at:
Ken Reashor, Manager Traffic and Right-of-way Services
Halifax Regional Municipality
P.O. Box 1749
Halifax, NS B3J 3A5

to the Minister at:
Janice Harland, P. Eng., Manager Traffic Engineering Services
1672 Granville Street
P.O. Box 186
Halifax, NS B3J 2N2

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Her Majesty the Queen, in right of the Province of
Nova Scotia as represented by the Minister of
Transportation and Infrastructure Renewal

Witness

Halifax Regional Municipality, as represented by
the Mayor

Witness

Municipal Clerk

SCHEDULE A

Crosswalks at the following locations are the subject of this agreement.

1. Bedford Highway - Mount Saint Vincent University
2. Nantucket Avenue - Green Road
3. Titus Street - Evans Avenue
4. Dunbrack Street - Clayton Park Drive
5. Herring Cove Road - Drysdale Road
6. Pleasant Street - Dartmouth General Hospital
7. Bedford Highway - McDonald's Civic 1496
8. Bedford Highway - Nelson's Landing
9. Dartmouth Road - North Street - Wardour Street
10. Hammonds Plains - Bedford Hills Road
11. Alderney Drive - Park Avenue (Alderney Manor)
12. Alderney Drive - Prince Street
13. Braemar Drive - Maple Street
14. Pleasant Street - Mayfield Drive (John's Lunch)
15. Pleasant Street - Mount Hope Avenue (Nova Scotia Hospital)
16. Prince Albert Road - Lakeview Point Road
17. Prince Albert Road - Sinclair Street
18. Windmill Road - Jamieson Street
19. Wyse Road - Dawson Street
20. Wyse Road - Faulkner Street
21. Wyse Road - Sportsplex
22. Wyse Road - Thistle Street
23. Bedford Highway - Tremont Drive
24. Bedford Highway - Seton Drive
25. Chebucto Road - Connolly Street - Elm Street
26. Chebucto Road - Phillip Street
27. Cogswell Street - Central Commons
28. Connaught Avenue - Chisholm Avenue
29. Connaught Avenue - Regent Street
30. Connaught Avenue - Liverpool Street
31. Dunbrack Street - Ross Street
32. Dunbrack Street - Birkdale Crescent
33. Herring Cove Road - Arthur Street
34. Herring Cove Road - McMullen Drive - Mont Street
35. Herring Cove Road - Circle Drive
36. Herring Cove Road - Sussex Street
37. Herring Cove Road - Purcell's Cove Road
38. Kearney Lake Road - Wedgewood Avenue - Grosvenor Road
39. Purcell's Cove Road - Anchor Drive
40. Quinpool Road - Horseshoe Island
41. Quinpool Road - Quinn Street
42. Robie Street - Charles Street
43. Robie Street - Cherry Street (Hospital)
44. Robie Street - Shirley Street