



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

**Item No. 11.1.13**  
**Halifax Regional Council**  
**June 22, 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".

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Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** June 16, 2010

**SUBJECT:** Sheet Harbour Streetscapes Phase 1

**ORIGIN**

Staff

**RECOMMENDATION**

It is recommended that Halifax Regional Council

1. Approve a budget increase to Capital Project No. CDX01145, Sheet Harbour Streetscapes in the amount of \$1,273,360 to reflect \$636,680 of cost sharing from the Federal Government and \$636,680 of cost sharing from the Provincial Government as part of the Infrastructure Stimulus program.
2. Approve a budget increase to Capital Project No. CDX01145, Sheet Harbour Streetscapes in the amount of \$385,000 for the cost of the storm drainage with funding from the Province as per attachment B.

## **BACKGROUND**

Regional Council approved \$500,000 in HRM funding in the 2008/09 Capital Budget towards a street scaping project in Sheet Harbour. In September, 2009 the Sheet Harbour Streetscape project was identified as an approved project under the Infrastructure Stimulus Program.

On November 24, 2009 Regional Council approved the terms of an agreement between HRM and the Sheet Harbour and Area Development Corporation to construct and maintain streetscape improvements within the right of way of Trunk Highway #7 in the community of Sheet Harbour.

## **DISCUSSION**

The total cost of the streetscape improvements is approximately \$2.9 million. Funding for the project is stipulated in the agreement between HRM and the Sheet Harbour and Area Development Corporation (refer to Attachment A), as follows:

### **Infrastructure Stimulus Funds (ISF)**

Government of Canada	\$636,680.
Province of Nova Scotia	\$636,680.
HRM - Borrowing and other transfers	\$500,000.
HRM - Area Rate	\$136,680.
Sub-Total ISF Program	<u>\$1,910,041.</u>

### **Other Funding**

Province of NS - Design & Project Management	\$100,000.
Government of Canada (ACOA)	\$500,000.
Province of NS (Department of Transportation - for Storm Drainage within the road right of way)	\$385,000.
Sub-total Other Funds	<u>\$985,000.</u>
<b>Total Funding - All Sources</b>	<b><u>\$2,895,041</u></b>

The Sheet Harbour and Area Development Corporation is responsible to assemble and administer the funds, including construction and contract administration. As a result, the Development Corporation has awarded a construction contract to Amber Construction Ltd.

Notwithstanding, the contribution agreement for the Infrastructure Stimulus Funds is between HRM and the Canada-Nova Scotia Infrastructure Secretariat. This requires that the ISF funds will “flow” through HRM. In other words HRM will reimburse the Development Corporation to a maximum of \$1,910,041, and in turn HRM will be reimbursed two-thirds of this amount under the ISF program.

For administrative ease the NS Department of Transportation and Infrastructure Renewal has requested that HRM also administer the \$385,000 for the Storm drainage work on their behalf (Refer to Attachment B).

The Province will remit the funding to HRM, who will in turn reimburse the Development Corporation upon completion of the work.

There is no net impact to the budget, but the gross project budget needs to be increased, as detailed in the recommendation.

### **BUDGET IMPLICATIONS**

HRM’s share of the total project cost remains \$636,680. \$500,000 was approved in the 08/09 capital budget and \$136,680 from an area rate. The gross budget will increase by \$1,658,360 to recognize external funding from the Infrastructure Stimulus program as well as the costs for storm drainage which will be covered by the province as per attachment B. Budget availability has been confirmed by Financial Services.

**Budget Summary: Capital Account No. CDX01145, Sheet Harbour Streetscapes**

_____	Cumulative Unspent Budget	\$ 636,680
	Add: ISF Funding Federal	\$ 636,680
	Add: ISF Funding Provincial	\$ 636,680
	Add: Provincial Funding (Storm Drainage)	\$ 385,000
	Total Cost	\$ 2,295,040

### **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. This report represents an increase to the gross capital budget but not the net.

### **COMMUNITY ENGAGEMENT**

N/A

**ALTERNATIVES**

Council could chose not to increase the budget for the project. This is not recommended for the reasons outlined in the report

**ATTACHMENTS**


Attachment A - Agreement between HRM and the Sheet Harbour and Area Development Corporation

Attachment B - Letter to be circulated

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: Peter Duncan, P.Eng. Manager, Infrastructure Planning, 490-5449

Report Approved by:



Peter Bigelow, Manager Real Property Planning, 490-6047

Financial Approval by:



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

Report Approved by:



Phillip Townsend, Director, Infrastructure & Asset Management, 490-7166

# AGREEMENT

Between the

**Sheet Harbour and Area Development Corporation  
(‘the Corporation’)**

and the

**Halifax Regional Municipality  
(‘the Municipality’)**



Hereinafter collectively called ‘the parties’.

WHEREAS the Corporation has developed a master plan for improvements in the community of the Sheet Harbour including construction of sidewalks and streetscape improvements along a section of Highway 7;

AND WHEREAS Halifax Regional Council has approved an upset amount of \$500,000 toward the construction of the streetscape improvements project should sufficient cost sharing from other partners come forward;

AND WHEREAS the Corporation and the Municipality wish to work jointly with respect to these improvements as outlined in Attachment A;

IN CONSIDERATION of the mutual covenants and conditions hereinafter contained, the parties agree as follows:

1. The parties will work cooperatively in respect of the streetscape improvements to the Sheet Harbour section of Highway 7, outlined in Attachment A. The project will generally include repaving, new sidewalks, improvements to storm water management, lighting and streetscape amenities contained in the Ekistics report entitled Sheet Harbour Waterfront Master Plan.
2. The Municipality shall own the sidewalk, curbs, street trees, street lights, and street furniture.
3. The Corporation shall certify to the municipality that all standards and specifications have been met for the works.
4. Upon completion of the works, the Corporation shall assume responsibility for the maintenance of the streetscape improvements including, but not limited to, cost, litter cleanup, sweeping, snow clearing, periodic painting, life cycle maintenance and replacement.
5. The Municipality agrees to conduct periodic scheduled assessment of their owned assets

and provide that information to the Corporation for whatever purpose is deemed necessary.

6. All work is to meet, at a minimum, the Provincial Transportation and Infrastructure Renewal standard, however, where deemed by the Municipality, shall meet a higher standard as set by the Municipality. This includes standards for construction and maintenance
7. The Corporation shall carry insurance and name the Municipality as saved harmless from its actions.
8. The Corporation shall be responsible for assembling and administering the funds for the project.
9. The Corporation shall be responsible to facilitate the community's agreement for capital and charges associated with the community's share.
10. The Community Contribution towards capital and maintenance is to be collected through an LIC or area rates.
11. Any cost overruns shall be the responsibility of the Corporation, which may use presently announced Federal/Provincial/Municipal Stimulus funds with the municipal share being covered from the LIC or area rates.
12. The Municipality agrees to "front end" the community's portion of capital funding to be collected over a twenty year period. The Community Capital contribution shall include the principal and interest of the capital amount.
13. The Corporation shall endeavor to minimize costs associated with the capital and maintenance works and shall apply for any applicable tax and or HST rebates. All savings are to be applied to the works as outlined in this agreement.
14. The project shall not proceed beyond detailed design unless the project is fully funded in accordance with cost estimates developed as part of the detailed design process.
15. The parties agree to form a working committee to develop and oversee the work through design development, detailed design, tendering and construction.
16. The Corporation shall employ a project manager with responsibilities for day to day administration of the project, project team, consultants and contractors.
17. The Municipality shall have approval on all detail design, and construction components of the project.
18. Upon successful completion of the detailed design phase and approval of the parties, the Corporation will secure the necessary approvals from the Province for the improvements

to be located within the ROW and for the work to be carried out in accordance with appropriate PNS standards.

19. Any cost requirements for additional property or easements shall be appropriated to the project. Any additions to the right-of way shall be in the name of the Province of Nova Scotia.
20. The Corporation shall be responsible for contracting project work, by competitive process suitable to the Municipality, with technical assistance from HRM staff and others (i.e. the Province). Such work shall only be awarded and contracted with the approval of the Municipality. The parties may jointly determine to phase or scale the project to reflect available funds. No tender award for construction shall be made without full funding reflective of tendering prices and applicable HST.
21. Any changes ordered after work is contracted, whether resulting in additional costs or not, shall be by agreement of the parties. Should such changes not be agreed to mutually, the Municipality, as the owner, shall have the final decision. It is understood that where additional work is required by the Province of Nova Scotia to meet its need to pave or improve the vehicular travel way it will be responsible for funding any additional costs associated with such changes.
22. Failure to secure the necessary funding and commence construction within nineteen months of this agreement being signed shall require an extension of the agreement by all parties. If any or all of the parties does not agree to an extension, this agreement shall become null and void.
23. This agreement may be terminated by either party upon providing four (4) weeks written notice.
24. Construction signage on the joint project site shall acknowledge the contributions of all parties involved.
25. To facilitate the administration of this Agreement, the contact person at HRM shall be Wayne Anstey, Deputy CAO, HRM and the contact person at the Corporation shall be Wayne Malay, President.

Agreed to this 8<sup>th</sup> day of January, 2009 <sup>2010</sup>

Halifax Regional Municipality  
per

Sheet Harbour and Area Development Corporation  
per

Mayor Peter J. Kelly

President

Peter Kelly

Wayne Malay

June Cook  
Witness

Wayne Malay

A. Clerk

C. Marshall

Treasurer B Jack Marshall

**Attachment 'A'**

Selina [Signature]  
Witness

[Signature]

Construction of new concrete curb and gutters, new concrete sidewalks, (one side only), Mainstreet- Streetscape to include street furniture, street lighting, trees along trunk number 7 highway at Sheet Harbour from the Falls Bridge at West River to the East River Bridge, a distance of approximately 2.7kms.



## Attachment 'B'

### Funding Assembly Phase I

#### Economic Stimulus Funds:

Government of Canada		\$636,680.00
Province of Nova Scotia		\$636,680.00
Halifax Regional Municipality		
-HRM 2008/09 Capital	\$500,000.00	
-Local Improvement Charge	\$136,681.00	
Subtotal	\$636,681.00	<u>\$ 636,681.00</u>
<b>Total Economic Stimulus Funds</b>		<b>\$1,910,041.00</b>

#### Other Assembled Funds by

#### Sheet Harbour and Area Development Corporation:

Province of Nova Scotia		
-Design, Engineering & Project Management	\$100,000.00	
-Storm Drainage	<u>\$385,000.00</u>	
- Sub Total	\$485,000.00	\$485,000.00
Government of Canada		
-ACOA- Streetscape: Lights, Street Furniture & Trees, Etc	<u>\$500,000.00</u>	
Total Other Assembled Funds		<u>\$985,000.00</u>

**Total Funding All Sources** **\$2,895,040.00**

### Application of Funds

Phase 1		
-Engineering & Project Management		\$100,000.00
-Phase 1 tender Bid –		
Sidewalk & Streetscape Construction	\$2,473,488.00	
HST	<u>\$321,553.00</u>	
Subtotal	\$2,795,041.00	\$2,795,041.00
<b>Total Projected Expenditures Phase 1</b>		<b>\$2,895,041.00</b>