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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Halifax Regional Council
May 6, 2003

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

A handwritten signature in black ink, appearing to be "George McLellan", written over a horizontal line.

George McLellan, Chief Administrative Officer

DATE: May 2, 2003

SUBJECT: Nova Scotia Funding for Harbour Solutions

ORIGIN

Funding from other levels of government has always been an integral part of the planning for the Harbour Solutions Project. On September 18, 2002, Premier John Hamm announced that the Nova Scotia Government would contribute \$30 million over 15 years as well as land valued at \$2 million.

RECOMMENDATION

It is recommended that:

1. Council approve the Memorandum of Agreement: *Halifax Harbour Solutions Project Support*

BACKGROUND

Following the September 18, 2002 announcement of Nova Scotia support for the Harbour Solutions Project, officials of HRM negotiated this Memorandum of Agreement with officials from Nova Scotia.

DISCUSSION

This Memorandum of Agreement formalizes the agreement reached between HRM and Nova Scotia. The Province has made the \$2 million payment in March 2003 referred to in the Memorandum.

BUDGET IMPLICATIONS

There are no new budget implications arising from this agreement. The Harbour Solutions capital budget and anticipated financing requirements take this support from the Province into account.

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

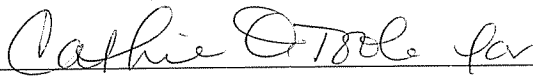
Propose alternative wording for the Memorandum. This is not recommended.

ATTACHMENTS

Memorandum of Agreement: *Halifax Harbour Solutions Project Support*

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Howard E. Barnes, CMA, Financial Consultant to Harbour Solutions 490-6468

Report Approved by: 
S. Dale MacLennan, CA, Director, Financial Services 490-6308

Brad Anguish, MBA; PMP; PEng, Director, Environmental Management Services 490-4825

will pay to the Municipality \$2 million in each fiscal year contingent on the continued operations of the plants in accordance with all applicable Federal and Provincial environmental regulations.;

2. Subject to Clause 1, Provincial installment payments for each fiscal year will be made in a single lump sum prior to December 31 of that fiscal year.
3. Proper and accurate accounts and records shall be maintained by the Municipality with respect to the Project and shall be made available to the Province's representatives or agents for inspection upon reasonable notice.
4. The Municipality shall permit any authorized representative of the Province reasonable access to its premises in order to inspect and assess the progress of the Project's implementation.
5. Upon request by the Province, the Municipality shall promptly provide such information as the Municipality is reasonably able to provide in elaboration of any report required by the Province.
6. The Municipality 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.
7. The Municipality shall be solely responsible for and shall save harmless and indemnify the Province and its Ministers, officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to the injury of 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 the implementation or the ongoing operation of the Project but for greater certainty, this indemnity shall not extend to claims, liabilities and demands which result from the acts or omissions of the Province (or those for whom it is at law responsible) including claims, liabilities and demands for injuries, damages, loss or infringements which are caused by or arise from the processing or granting of regulatory, licensing and permit approvals by the Province or the Federal Government.
8. The Province's financial participation will be appropriately acknowledged by the Municipality in its presentations, site signs, advertising, web sites and publications regarding this Project.
9. Every effort will be made to finalize the aforementioned property transaction before July 1, 2003. Details of this transaction will be finalized by way of consultation between officials of the Municipality and the Nova Scotia Department of Transportation and Public Works.

This Agreement has been executed on behalf of the Province by the Minister of Service Nova Scotia and Municipal Relations and on behalf of the Municipality by the Mayor.

PROVINCE OF NOVA SCOTIA

HALIFAX REGIONAL MUNICIPALITY

Minister of Service Nova Scotia and
Municipal Relations

Mayor

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