

Nova Scotia



**Department of
Municipal Affairs**

Finance and Advisory Services

PO Box 216
Halifax, Nova Scotia
B3J 2M4

902 424-5760
Fax 424-0639

Our file no

May 4, 1995

Mr. J.R. Fry
Clerk Treasurer
Municipality of the District of Barrington
Box 100
Barrington, N.S.
B0W 1E0

01-95-1100

Dear Mr. Fry:

RE: Road Kilometer Fee Agreement

I enclose for your record a copy of the signed Road Kilometer Fee Agreement between the Province and your Municipality.

Please note that I have changed the road kilometers to reflect the final numbers shown in a memo from Mr. E.C. Cramm dated April 12, 1995.

Yours truly,

A handwritten signature in black ink, appearing to read "Vincent T. Smith".

Vincent T. Smith
Assistant Director

VTS/mh
Enclosure



Printed on paper that
contains recycled fibre

AGREEMENT is made this

14

day of March, 1995

BETWEEN:


MUNICIPALITY OF THE DISTRICT OF BARRINGTON
a municipal body corporate pursuant to the Municipal Act,
hereinafter called the "Municipality"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA, represented by the
Minister of Municipal Affairs, hereinafter called the
"Province"

1. The Municipality and the Province agree that the Province shall maintain, including snow and ice control but exclusive of expenditures deemed by the Province to be of a capital nature, ~~16.82~~ ^{11.09} kilometers of highway.
2. The Municipality shall pay to the Province the sum of \$3,500.00 per kilometer.
3. The amount payable under this Agreement shall be paid in four equal quarterly instalments in April, July, October and January in each fiscal year; any payment not made when due shall bear interest at the rate of fifteen per cent per annum, compounded annually.
4. In every year after the first year of this Agreement the amount payable per kilometer shall be increased by the same percentage as any increase in the Consumer Price Index for Canada prepared by Statistics Canada measured December to December.
5. This Agreement shall have effect for one fiscal year, from April 1, 1995 to March 31, 1996, and thereafter from year to year unless either party gives to the other six months notice of intent to terminate this Agreement at the end of any fiscal year.

In witness whereof the parties hereto have duly executed this Agreement the day and year first above written.



Warden



Clerk



Minister of Municipal Affairs



Municipality of Barrington

OFFICE OF CLERK-TREASURER
P O BOX 100
BARRINGTON, NOVA SCOTIA
B0W 1E0



March 14, 1995

Mr. Danny McDougall
Advisor
Department of Municipal Affairs
P.O. Box 216
Halifax, N.S.
B3J 2M4

Dear Danny:

I am forwarding to you two signed copies of the agreement between the Municipality and the Province pertaining to highway maintenance of 16.82 kms. I will look forward to receiving one signed copy returned to me in due course.

Yours very truly,


J. R. Fry

JRF/lrr

not needed

*May 16/95
adjust first submission
for kilometers &
had required
Chris*

*April 18/95
Jack F. Plouffe
new contract on
way with adjusted
kilometers.*

RY, CLERK-TREASURER



Municipality of Barrington

OFFICE OF CLERK-TREASURER
P. O. BOX 100
BARRINGTON, NOVA SCOTIA
B0W 1E0

PHONE: (902) 637-
FAX: (902) 637-



May 3, 1995

Mr. Danny McDougall
Advisor
Department of Municipal Affairs
P. O. Box 216
Halifax, N. S.
B3J 2M4

Dear Danny:

As you are probably aware, the Province has revised the number of kilometers of highways for the Municipality of Barrington from 16.82 to 11.09. I am therefore forwarding to you two signed copies of the Revised Highway Agreement.

Looking forward to receiving one signed copy returned to me in due course, I remain,

Yours very truly,


J. R. Fry

JRF:ljb

attachments

AGREEMENT is made this 26th day of April, 1995

BETWEEN: MUNICIPALITY OF THE DISTRICT OF BARRINGTON
a municipal body corporate pursuant to the
Municipal Act, hereinafter called the
"Municipality"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA, represented by
the Minister of Municipal Affairs,
hereinafter called the "Province"

1. The Municipality and the Province agree that the Province shall maintain, including snow and ice control but exclusive of expenditures deemed by the Province to be of a capital nature, 11.09 kilometers of highway.
2. The Municipality shall pay to the Province the sum of \$3,500.00 per kilometer.
3. The amount payable under this Agreement shall be paid in four equal quarterly installments in April, July, October and January in each fiscal year; any payment not made when due shall bear interest at the rate of fifteen per cent per annum, compounded annually.
4. In every year after the first year of this Agreement the amount payable per kilometer shall be increased by the same percentage as any increase in the Consumer Price Index for Canada prepared by Statistics Canada measured December to December.
5. This Agreement shall have effect for one fiscal year, from April 1, 1995 to March 31, 1996, and thereafter from year to year unless either party gives to the other six months notice of intent to terminate this Agreement at the end of any fiscal year.

In witness whereof the parties hereto have duly executed this Agreement the day and year first above written.)



Warden



Clerk

AGREEMENT is made this 26th day of Apr , 1995

BETWEEN: MUNICIPALITY OF THE DISTRICT OF BARRINGTON
a municipal body corporate pursuant to the
Municipal Act, hereinafter called the
"Municipality"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA, represented by
the Minister of Municipal Affairs,
hereinafter called the "Province"

1. The Municipality and the Province agree that the Province shall maintain, including snow and ice control but exclusive of expenditures deemed by the Province to be of a capital nature, 11.09 kilometers of highway.
2. The Municipality shall pay to the Province the sum of \$3,500.00 per kilometer.
3. The amount payable under this Agreement shall be paid in four equal quarterly installments in April, July, October and January in each fiscal year; any payment not made when due shall bear interest at the rate of fifteen per cent per annum, compounded annually.
4. In every year after the first year of this Agreement the amount payable per kilometer shall be increased by the same percentage as any increase in the Consumer Price Index for Canada prepared by Statistics Canada measured December to December.
5. This Agreement shall have effect for one fiscal year, from April 1, 1995 to March 31, 1996, and thereafter from year to year unless either party gives to the other six months notice of intent to terminate this Agreement at the end of any fiscal year.

In witness whereof the parties hereto have duly executed this Agreement the day and year first above written.


Warden


Clerk



Nova Scotia

**Department of
Municipal Affairs**

Office of the Minister

PO Box 216
Halifax, Nova Scotia
B3J 2M4

902 424-5550
Fax 902 424-0581

Our file no:

February 28, 1995

Mr. Steven Stoddart
Warden
Municipality of the District of Barrington
Box 100
Barrington, N.S.
B0W 1E0

Dear Warden Stoddart:

As you know, in response to several requests from municipalities the Province has agreed to suspend the transfer of any roads to municipalities for at least a year. The municipalities will pay the Province to maintain these roads at the rate of \$3,500.00 per kilometer.

I am enclosing two copies of an Agreement to formalize these matters, which I would ask you to present to your Council. When approved by the Council, the Agreement should be signed and sealed, and both copies returned to me. I will return one copy to you with the provincial signature in place.

Please do not hesitate to contact your Municipal Advisor if there are any questions.

Yours truly,


Sandy Jolly
Minister of Municipal Affairs

SJ/mh
Enclosure
cc J.R. Fry



Printed on paper that
contains recycled fibre

AGREEMENT is made this

day of March, 1995

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON
a municipal body corporate pursuant to the Municipal Act,
hereinafter called the "Municipality"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF NOVA SCOTIA, represented by the
Minister of Municipal Affairs, hereinafter called the
"Province"

1. The Municipality and the Province agree that the Province shall maintain, including snow and ice control but exclusive of expenditures deemed by the Province to be of a capital nature, 16.82 kilometers of highway.
2. The Municipality shall pay to the Province the sum of \$3,500.00 per kilometer.
3. The amount payable under this Agreement shall be paid in four equal quarterly instalments in April, July, October and January in each fiscal year; any payment not made when due shall bear interest at the rate of fifteen per cent per annum, compounded annually.
4. In every year after the first year of this Agreement the amount payable per kilometer shall be increased by the same percentage as any increase in the Consumer Price Index for Canada prepared by Statistics Canada measured December to December.
5. This Agreement shall have effect for one fiscal year, from April 1, 1995 to March 31, 1996, and thereafter from year to year unless either party gives to the other six months notice of intent to terminate this Agreement at the end of any fiscal year.

In witness whereof the parties hereto have duly executed this Agreement the day and year first above written.

Warden

Clerk

Minister of Municipal Affairs



March 22, 1996

Mr. J.R. Fry
Clerk Treasurer
Municipality of the District of Barrington
Box 100
Barrington, N.S.
B0W 1E0

01-95-1100

Dear Mr. Fry:

RE: Road Kilometre Fee Agreement

I enclose for your record a copy of the signed Road Kilometre Fee Agreement between the Province and your Municipality.

Yours truly,

Shirley L. Carras, C.A.
Director
Municipal Advisory Services

SLC/mh
Attachment



AGREEMENT made

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON

(hereinafter called the "Municipality")

AND:

HER MAJESTY THE QUEEN, in right of the Province of Nova Scotia,
represented by the Minister of Municipal Affairs

(hereinafter called the "Province")

WHEREAS the Provincial Municipal Service Exchange (the "service exchange") came into effect on April 1st, 1995, pursuant to the terms of the Municipal Reform (1994) Act;

AND WHEREAS part of the service exchange involved an amendment to the Municipal Grants Act intended to provide neither municipal units nor the Province experience undue gain or loss at the expense of the other through the service exchange;

AND WHEREAS individual municipalities are required to make a contribution to the Province to offset the financial effects of the service exchange;

AND WHEREAS it has been determined that the contribution may be accomplished by reference to a general contribution to the Province calculated on the basis of a set payment for an established number of kilometres of local roads;

AND WHEREAS the nominal contribution to be made by the Municipality is not specifically designated for maintenance of the local roads within the Municipality;

AND WHEREAS the parties signed an agreement respecting the contribution to be made by the Municipality, which agreement they now wish to clarify.

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties confirm that during the term of this Agreement no transfer of ownership of local or other roads or highways from the Province to the Municipality will take place. The Province will remain responsible in every respect for the maintenance, including snow and ice removal and control, of all roads owned by it as of April 1st, 1995 and located within the Municipality.
2. The Municipality shall make a contribution to the Province in the amount of \$38,815.00. This amount shall be paid in four equal quarterly instalments in April, July, October and January of each fiscal year. Any payment not made when due shall bear interest at a rate of 15 percent per year compounded annually.
3. In each year following the first year of this Agreement, the amount payable under this Agreement by the Municipality shall be increased by the same percentage as the increase of the Consumer Price Index for Canada prepared by Statistics Canada and measured from December to December.
4. This Agreement shall have effect from April 1st, 1995 to March 31, 1996, and shall be renewed each year thereafter unless either party gives written notice to the other not less than six (6) months before the end of the fiscal year that the Agreement is not to be renewed for the next fiscal year.
5. In the event that this Agreement is terminated, the Province shall be entitled to transfer to the Municipality ownership and responsibility for local roads within the Municipality totalling 11.09 kilometres. In that event, the Province will have no responsibility for the maintenance of those roads and ownership of those roads will be vested solely in the Municipality.
6. This Agreement replaces the agreement signed between the parties on March 14, 1995.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Municipality by the Warden and Municipal Clerk on the 4th day of March, 1996.

SIGNED, SEALED AND DELIVERED in the presence of:

Lisa Rasetti
Witness

)
)
)
)
)
)
)
Steve Jatta
Warden

)
)
)
)
[Signature]
Municipal Clerk

IN WITNESS WHEREOF this Agreement has been signed on behalf of Nova Scotia by the Honourable Sandy Jolly, Minister of Municipal Affairs, on the 21st day of March, 1996.

SIGNED, SEALED AND DELIVERED IN the presence of:

Maureen J. Linger
Witness

)
)
)
)
)
)
)
S. Jolly
Minister of Municipal Affairs



Municipality of Barrington

OFFICE OF CLERK-TREASURER
P. O. BOX 100
BARRINGTON, NOVA SCOTIA
B0W 1E0



March 4, 1996

Ms. Shirley L. Carras, Director
Municipal Advisory Services
Department of Municipal Affairs
P.O. Box 216
Halifax, NS
B3J 2M4

Dear Ms. Carras:

Further to your letter dated February 21, 1996, please find attached hereto two duly signed copies of the revised agreement, regarding road maintenance.

Yours very truly,

J. R. Fry

JRF/md

BARRINGTON

TABLE 1
DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS
LOCAL ROADS RECOMMENDED FOR MUNICIPAL SERVICE EXCHANGE
MUNICIPALITY OF BARRINGTON

AUTH.	ROAD NAME	SURF.	CLASS	FROM	TO	KM
571	ATWOODS ROAD	PA	G	HAWK POINT ROAD SOUTHEASTERLY	NEW ROAD	0.66
536	BARRINGTON STATION	GR	I	ROUTE 3 SOUTHERLY	OLD CNR STATION SITE	0.15
618	BATEMAN ROAD	GR	I	ROUTE 330 (LOOP ON EAST)	ROUTE 330	0.29
529	BAYSIDE DRIVE	PA	G	BRASS HILL ROAD SOUTH	END AT SENIOR CITIZENS COMPLEX	0.57
528	BRASS HILL ROAD	PA	G	ROUTE 3 WESTERLY	ROUTE 3	0.92
541	BUTLERS ROAD	GR	H	ROUTE 3 NORTHERLY	END OF ROAD	0.30
579	CLAM POINT ROAD	GR	I	STONE ISLAND ROAD EASTERLY	END OF MAINTAINED ROAD	0.14
594	COX ROAD	GR	J	CENTREVILLE SOUTH SIDE ROAD	PENNY ROAD	0.15
535	CROWELLS POINT ROAD	GR	I	ROUTE 3 SOUTHERLY	END "I" SECTION	0.39
622	ENOS SMITH LANE	GR	I	ROUTE 330 (0.13 KM NORTH OF BOUNDARY STRE	ROUTE 330	0.24
583	FISH PLANT ROAD	PA	G	HAWK POINT ROAD WESTERLY	FISH PLANT	0.30
601	HILL ROAD	GR	J	CENTREVILLE SOUTH SIDE ROAD	NORTHERLY	0.25
606	ISLAND VIEW DRIVE	PA	G	BAYSIDE DRIVE EASTERLY	AROUND LOOP IN BRASS HILL	0.88
517	KENNEY ROAD	PA	G	STONE ISLAND ROAD	END OF PAVEMENT	0.50
543	LIGHTHOUSE ROAD	GR	H	END OF PAVEMENT AT C.F.S. BACCARO	LIGHTHOUSE	0.58
543	LIGHTHOUSE ROAD	PA	G	BACCARO ROAD SOUTHERLY	FORMER CFS BACCARO GATE	0.20
613	McGRAYS AVENUE	GR	J	LOOP ROUTE 330 AT END OF CAUSEWAY	ROUTE 330 (BLADES SUBDIVISION)	0.50
524	NEW ROAD	GR	G	HAWK POINT ROAD SOUTHERLY	END OF PAVEMENT	0.57
524	NEW ROAD	GR	I	END OF PAVEMENT	END OF ROAD	0.27
597	NEWELL LANE	GR	J	CENTREVILLE/SOUTH SIDE ROAD	END	0.14
598	NICKERSON ROAD	GR	J	CENTREVILLE SOUTHSIDE ROAD	SOUTHERLY	0.15
604	PENNEY ROAD	GR	J	COX ROAD	END	0.24
537	PETTICOAT LANE	GR	H	ROUTE 3 IN BARRINGTON NORTHERLY	END OF ROAD	0.92
625	RED SCHOOLHOUSE LANE	GR	I	ROUTE 330 (LOOP ON WEST)	ROUTE 330	0.30
330	ROUTE 330	GR	J	ROUTE 330 SOUTHERLY	McGRAYS AVENUE	0.35
593	SMITH LANE	GR	J	CENTREVILLE SOUTH SIDE ROAD	HAWK POINT ROAD	0.44
605	SNOWS DRIVE	GR	J	END OF PAVEMENT	END OF ROAD	0.22
605	SNOWS ROAD	PA	G	ROUTE 3 NORTHERLY	END OF PAVEMENT	0.07
585	STATION ROAD	PA	G	ROUTE 3 SOUTHERLY	OLD C.S.I. FERRY SITE	0.23
623	SYMONDS ROAD	GR	I	ROUTE 330 (LOOP) EASTERLY	TOWARDS CENTREVILLE SOUTH SOUTHSIDE ROAD	0.17
				TOTAL KMS		11.09