



STAFF REPORT

SUBMITTED BY: Chris Frotten

DATE: August 4, 2021

SUBJECT: J-Class Subdivision Road Submission 2022-23

ORIGIN

Every year, we receive correspondence from the Department of Transportation and Active Transit inviting the Municipality to submit subdivision streets for paving, repaving and double chipping during the upcoming construction season under the 50/50 cost sharing agreement. We have received this year's correspondence and are bringing it to Council's attention for consideration.

BACKGROUND

Since 1988, the province has had a cost-sharing paving program on certain "Village and Subdivision Streets", meaning streets constructed prior to April 1, 1995, under the administration of the province, and located within the Municipality.

In April 1996, the Provincial-Municipal Service Exchange Agreement specified cost-sharing on these streets to be set at a uniform 50-50% basis.

Over the past number of years, we have been fortunate to receive funding on a consistent basis to pave eligible roads (list attached). Since 2012, we have paved the following roads:

- 2012 - McGray Avenue
- 2013 - Smith's Lane and Spruce Drive
- 2017 - Tom's Road
- 2018 - Newell Lane
- 2019 - Red Schoolhouse Lane
- 2020 - Lighthouse Road and Fish Plant Road

DISCUSSION

Submission Process

The process to which the Municipality can request the cost-sharing of paving of subdivision streets is outlined in our 3-year Cost Share Agreement for Subdivision Streets.

In summary, the Municipality first provides notice that it intends to participate in the program and which streets it wishes to be considered before October 31. The province then reviews the request and notifies the Municipality which roads it accept and the anticipated cost. Following this notification, the Municipality has 20 business days to notify the province whether it accepts the list of approved streets and the related cost estimate.

The Lists

Over the years, there seems to have been some confusion on which roads are eligible for this program and on what lists they find themselves.

Last September, we contacted the program administrator for clarification, and she explained that there are two lists: the list of J-Class roads (attached) that would qualify for the program as well as the Municipal Service Exchange Agreement road list (attached) which includes other roads that would also qualify for this program.

I recognize that, in the past, there may have been confusion on which roads were eligible or what lists was followed. I cannot speak to that, but I can assure you that the roads on both of the attached lists are eligible under this program.

BUDGET IMPLICATIONS

It should be noted that funds to pave any road under this program **are not** included in our budget as correspondence for this was just received. Although this would have an impact on our financial position and strategic spending, which should be taken into consideration, we typically fund these projects through the Canada Community-Building Fund (previously known as the Gas Tax Fund) which would not have an impact on the bottom line of our operating budget.

If Council were interested in submitting roads and were successful in attaining funds, the decision would be brought back to Council for consideration.

LEGAL IMPLICATIONS

N/A

PUBLIC CONSULTATION/COMMUNICATIONS

N/A

RECOMMENDATION

I do not have a recommendation on whether or not to make a submission this year or which street to submit, but if Council intends to make a submission every year, I would recommend Council to discuss how it could approach it on a more strategic and long-term basis.

In other words, if Council wishes to participate in this program every year, perhaps a list of roads, in priority, can be developed and that list could be submitted every year until all or most of the eligible roads are paved. Then, after 3 or 5 years, the list can be reviewed, and changes could be made for the next few years. This would then allow staff to automatically apply once the letter is received and could also allow us to possibly incorporate it in our budget.

SUGGESTED MOTION

N/A

ALTERNATIVES

- Council could not to submit any roads this year.
- Council could decide to place a moratorium on submitting roads for an extended period of time.
- Council could implement a petition process to guide its decision-making process.

ATTACHMENTS

- July 26 Letter - J-Class Subdivision Road Submission for 2022-23
- List of J-Class Subdivision Roads
- Service Exchange Agreement List of Roads
- 3-Year Cost Share Agreement for Subdivision Streets



Johnston Building, 4th Floor
1672 Granville Street
PO Box 186
Halifax, Nova Scotia
B3J 2N2

Bus: 902-424-0897
Fax: 902-424-0570
E-mail: laura.cunningham@novascotia.ca

July 26, 2021

Mr. Chris Frotten
Chief Administrative Officer
Municipality of the District of Barrington
P.O. Box 100
Barrington, NS B0W 1E0

Dear Mr. Frotten:

RE: COST SHARE AGREEMENT 2020-004

The Department of Transportation and Infrastructure Renewal (TIR) expects to fund, subject to budget approval, the paving, repaving and double chipping of Subdivision streets during the 2022-23 construction season.

Cost sharing, regardless of type of treatment (paving, repaving or double chip), will be fifty per cent for eligible streets (50/50).

As per section 3.1 and 3.2 of the agreement, **“if the Municipality uses a petitioning process to determine which Village and Subdivision Streets will be cost shared the petition must be completed prior to submitting the list on or before October 29, 2021”.**

Attached, you will find a Road Submission List to be filled out electronically and returned to me electronically by October 29, 2021.

Examples on how to fill out the form is provided. Due to funding limitations, please limit your priorities to a maximum of ten candidates **and please put these in order of priority**. If any of the columns are not filled in, the list will be rejected by the Province and you will be asked to re-submit.

The submitted streets will be reviewed to verify eligibility and to determine if the condition of the proposed streets meets the minimum criteria for paving, repaving or double chipping.

Please submit this information to **my attention via email** as soon as possible to ensure your list will be considered for the upcoming fiscal year.

Please consider your Municipality's fiscal funding limitations when preparing your list and limit the list to only the projects the Municipality intends to fund in fiscal 2022-23.

Sincerely,

Laura Cunningham

Laura Cunningham
Capital Program Administration Officer

cc Craig Smith – Construction Manager, Western District

Road Name	Suffix	Community	Road Class	Surface Type	CL Length
BRASS HILL	Road	BARRINGTON	Type J - Local; Subdivision Road	Paved asphalt	0.921
BAYSIDE	Drive	BRASS HILL	Type J - Local; Subdivision Road	Paved asphalt	0.571
SMITH	Lane	SOUTH SIDE	Type J - Local; Subdivision Road	Paved asphalt	0.401
COX	Road	SOUTH SIDE	Type J - Local; Subdivision Road	Paved asphalt	0.629
NEWELL	Lane	SOUTH SIDE	Type J - Local; Subdivision Road	Paved asphalt	0.141
Nickerson	Road	SOUTH SIDE	Type J - Local; Subdivision Road	Paved asphalt	0.151
PENT	Road	BEAR POINT	Type J - Local; Subdivision Road	Gravel	0.229
HILL	Road	CLARKS HARBOUR	Type J - Local; Subdivision Road	Paved asphalt	0.251
TOMS	Road	RIVER HEAD	Type J - Local; Subdivision Road	Paved asphalt	0.301
PENNEY	Road	SOUTHSIDE	Type J - Local; Subdivision Road	Paved asphalt	0.241
SNOWS	Road	BARRINGTON PASSAGE	Type J - Local; Subdivision Road	Gravel	0.201
ISLAND VIEW	Drive	BRASS HILL	Type J - Local; Subdivision Road	Paved asphalt	0.881
SPRUCE	Drive	CLAM POINT	Type J - Local; Subdivision Road	Paved asphalt	0.301
MCGRAY	Avenue	NORTH EAST POINT	Type J - Local; Subdivision Road	Paved asphalt	0.824

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 330 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



**Transportation and
Infrastructure Renewal**

**Cost Share Agreement No. 2020-004
Municipality of the District of Barrington
March 27, 2020**



**Transportation and
Infrastructure Renewal
Province of Nova Scotia**

COST SHARE AGREEMENT NO. 2020-004

THIS AGREEMENT made this 27 day of Mar, 2020.

BETWEEN:

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

OF THE ONE PART

- and -

MUNICIPALITY OF THE DISTRICT OF BARRINGTON, a body corporate under the laws of the Province of Nova Scotia (hereinafter called the "**Municipality**").

OF THE OTHER PART

WHEREAS the Province is of the opinion that certain Village and Subdivision Streets, under the jurisdiction of the Province, and located within the Municipality, are necessary and in the public interest;

AND WHEREAS by Memorandum to the Cabinet Number MH1104 dated May 12, 1988 the Executive Council approved a cost sharing paving program on these Village and Subdivision Streets;

AND WHEREAS the April 1996 Provincial-Municipal Service Exchange Agreement specified cost-sharing on Village and Subdivision Streets is set at a uniform 50-50% basis.

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements herein contained to be by them observed, performed and paid, the parties mutually agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) **"Agreement"** means this Agreement.
- (b) **"Business Day"** means any day other than a Saturday, Sunday or a statutory holiday in the Province of Nova Scotia.
- (c) **"Fiscal Year"** means the 12-month period beginning on April 1 and ending on March 31.
- (d) **"Paving"** means the work of grading, gravelling, culvert work and required upgrading of Village and Subdivision Street to meet paving standard specifications. "Paving" also means the paving, repaving, or double chip sealing of the Village and Subdivision Streets. "Paving" shall also include pre-engineering, and/or design costs on site engineering supervision and inspection and incidental costs from the edge of the roadway to the limit of the right of way. The work DOES NOT INCLUDE feasibility studies, the construction, reconstruction, relocation, repairs or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work.
- (e) **"Village and Subdivision Street"** means the village and subdivision streets constructed prior to April 1, 1995 under the administration and control of the Province.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number shall include the plural and *vice versa*; words importing a gender shall include the masculine, feminine and neutral genders; and words importing persons shall include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

1.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

1.4 This Agreement, constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

1.5 No amendment of this Agreement shall be binding unless in writing and signed by all the parties hereto.

1.6 No waiver by any party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

1.7 Time shall be of the essence of this Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall be effective for each of the following Fiscal Years:

(a) 2021-22

(b) 2022-23

(c) 2023-24

3. DESIGNATION AND ACCEPTANCE OF STREETS

3.1 If the Municipality chooses to participate in the program and uses a petitioning process to determine which Village and Subdivision Streets will be cost shared under this Agreement, the petition must be completed prior to submitting the road list, as per the timelines noted in 3.2. If the Municipality requires a high-level estimate (i.e. dollar per kilometre (\$/KM)), the Municipality may request from the Province such an estimate to complete the petitioning process. Only roads that have a successful petition are to be submitted to the Province.

3.2 On or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.3 If the Province receives a notice under section 3.1 or 3.2 that the Municipality wishes to participate in the Paving program for a Fiscal Year, the Province shall review the request and notify the Municipality of the streets the Province accepts for Paving and the anticipated cost of such Paving ("**Cost Estimate**").

3.4 Within 20 Business Days from the time of receipt of the Cost Estimate to the Municipality, the Municipality shall notify the Province whether it accepts the list of approved streets and the related Cost Estimate via the Notice of Acceptance document.

3.5 If the Municipality does not provide a notice to the Province under sections 3.1 or 3.2 by the specified times, it shall be deemed to be notification that the Municipality does not wish to participate in the Paving program for the Fiscal Year in question.

3.6 The parties acknowledge that the extent to which the Province can accept streets for the program in any Fiscal Year is contingent upon the amount of funding the Paving program receives for the Fiscal Year and the number of Municipalities that wish to participate in the Paving program.

4. ADDITIONAL WORK

4.1 If an approved street for the Paving program requires that the Province adjust manholes, catch basins or water valves, the Province shall make these adjustments as part of the Municipalities request for Paving ("**Additional Work**"). Additional Work will be undertaken at the cost of the Municipality for which it agrees to make payment to the Province. The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work.

5. MUNICIPALITY'S OBLIGATIONS

5.1 The Municipality shall be responsible for acquiring, at its sole expense, all additional land required for Paving and Additional Work, including any necessary licenses or leases.

5.2 The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.

5.3 The Municipality must notify to the Province of their acceptance of cost overruns within 30 Business Days of receipt of the Cost Overruns from the Province.

6. PROVINCE'S OBLIGATIONS

6.1 Where the Municipality has accepted the list of approved streets under section 3.5 and the related Cost Estimate under section 3.4, the Province shall be responsible for tendering the Paving and any Additional Work and for all construction oversight and management of the Paving and any Additional Work.

6.2 The Province shall notify the Municipality in writing of any cost overruns in excess of ten (10%) percent of the Cost Estimate (the "**Cost Overrun**") within 10 Business Days of becoming aware of such Cost Overruns. The Municipality shall notify the Province at its earliest convenience if they wish to proceed with the work based on the new Cost Estimate.

6.3 The Province shall provide the Municipality with statements of account for Paving and any Additional Work upon completion of the contract (the "**Statement of Accounts**").

7. CONTRIBUTION AND PAYMENT

7.1 The Municipality shall pay to the Province, within 60 days of submission of accounts by the Province to the Municipality:

(a) fifty percent (50%) of the total amount of the statement of account for Paving; and

(b) one hundred percent (100%) of the amount of the statement of account for Additional Work.

8. NOTICES

8.1 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:

(a) to the Municipality at

Mr. Chris Frotten
Chief Administrative Officer
Municipality of the District of Barrington
P.O. Box 100
Barrington, NS B0W 1E0
Tel (902) 637-2015
Fax (902) 637-2075

(b) to the Province at

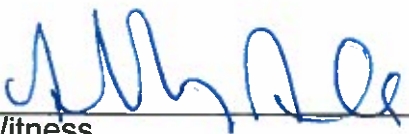
Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel (902) 424-0897
Fax (902) 424-0571
laura.cunningham@novascotia.ca

- (c) 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 reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication shall not be mailed but shall be given by personal delivery or by electronic communication.

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Warden and the witness hereunto duly authorized.

SIGNED, SEALED and DELIVERED in
The presence of:

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



Witness



Lloyd P. Hines, Minister
Department of Transportation & Infrastructure
Renewal

Municipality of the District of Barrington

Witness

Eddie Nickerson, Warden

Witness

Resolution of Council Designate



IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Warden and the witness hereunto duly authorized.

SIGNED, SEALED and DELIVERED in
The presence of:

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

Witness

Lloyd P. Hines, Minister
Department of Transportation & Infrastructure
Renewal

Municipality of the District of Barrington

Lisa Russitto

Witness

Eddie Nickerson

Eddie Nickerson, Warden

Lisa Russitto

Witness

Resolution of Council Designate

Resolution of Council Designate



TIR Seal