

HALIFAX DECLASSIFIED

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FOIPOP Review

Original Signed

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Item No. 17.2

Date 04.30.2019

Halifax Regional Council

April 30, 2019

In Camera (In Private)

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original Signed by 

Jacques Dubé, Chief Administrative Officer

DATE: February 4, 2019

SUBJECT: Highway 107 Extension (Burnside Sackville Expressway) – Access to Phase 13, Burnside Industrial Park

PRIVATE & CONFIDENTIAL

ORIGIN

This report originates with:

1. Regional Council's March 20, 2012 approval of Item No. 11.1.2 titled "Proposed Burnside/Sackville Expressway, 107 Bypass-Provincial Request to Purchase Lands at Burnside Industrial Park";
2. Regional Council March 20, 2012 In-Camera Information Report Item No. 1 titled "Proposed Burnside/Sackville Expressway, 107 Bypass-Provincial Request to Purchase Lands at Burnside Industrial Park";
3. Regional Council's March 18, 2014 approval of Item No. 11.1.9 titled "Requested Amendment to Conditions of Sale – Provincial Purchase of Lands at Burnside for the Proposed Burnside/Sackville Expressway, 107 Bypass".

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, subsection 19(2), and clauses 71(1)(a) 73(a), 79(1)(m),(ap), and (aw) which state:

19 (2) The Council or any committee appointed by the Council may meet in closed session to discuss matters relating to

(e) contract negotiations;

71 (1) The Municipality may...

(a) solicit and encourage the establishment and development of new, and the establishment, development and expansion of existing institutions, industries and businesses in and around the Municipality;

73 The Municipality may enter into and carry out agreements

(a) for highway construction, improvement and maintenance and other purposes pursuant to the *Public Highways Act*;

RECOMMENDATIONS ON PAGE 2

Power to expend money

79 (1) The Council may expend money required by the Municipality for...

(m) promotion and attraction of institutions, industries and businesses, the stabilization and expansion of employment opportunities and the economic development of the Municipality;

(ap) industrial parks, incubator malls and land and other facilities for the encouragement of economic development;

(aw) all other expenditures

(ii) that are required to be made under a contract lawfully made by, or on behalf of, the Municipality,

Public Highways Act, subsection 26(1) states:

26 (1) The Minister, with the approval of the Governor in Council, and any city or town are authorized to make, enter into and carry out an agreement to co-operate in such manner as may be agreed on in the construction, reconstruction or maintenance of any highway or any part thereof in the city or town if, in the opinion of the Minister, the highway forms a connecting link in a main trunk highway of the Province, or is a main highway leading into or through the city or town, and are authorized to make all necessary expenditures in connection therewith, provided always that such agreement does not require the Minister to undertake more than fifty per cent of the cost of construction, reconstruction or maintenance of any portion of any such highway.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Authorize the Mayor and Municipal Clerk to enter into and execute on behalf of the Municipality a Memorandum of Understanding (MOU) with the Province of Nova Scotia generally in the form set out in the draft MOU included as Attachment 2 of this report, for the construction of infrastructure to provide access to Phase 13 and adjacent Burnside Industrial Park lands for development;
2. Authorize the Chief Administrative Officer to negotiate on behalf of the Municipality a cost-sharing agreement with the Province of Nova Scotia on the key terms set out in Table 1 and Table 2 of this report and authorize the Mayor and Municipal Clerk to enter into and execute the cost-sharing agreement with the Province of Nova Scotia;
3. Delegate to the Chief Administrative Officer, or their designate, the authority to approve and execute amendments to the Memorandum of Understanding provided that the cumulative value of an amendment to the cost-sharing amount does not exceed fifteen percent (15%) of the cost share amount in Table 1 of this report;
4. It is further recommended that this report not be released to the public.

BACKGROUND

At its March 2012 session Regional Council approved the sale of HRM-owned land as required by the Province (NSTIR) for the future construction of the Highway 107 Burnside Sackville Connector. The lands requested for purchase had been jointly planned/reserved pre-amalgamation by the Municipality and the Province as right-of-way in anticipation of the Highway 107 Extension, commonly referred to as the "Burnside Sackville Expressway".

The existing and future extension of Highway 107 is a barrier to a direct connection from Burnside's fully serviced Phase 12 development, to the holding lands of Phase 13 Burnside (425 gross acres) and subsequently acquired lands of proposed Phase 14 Burnside (427 gross acres). Access for the continued development of Burnside requires access from the Highway 107 extension to provide sufficient access to service and develop the remaining Burnside industrial land holdings.

In 2015 HRM undertook, a 5-year update of the Economic Impact Assessment for Burnside and City of Lakes Business Parks. Canmac Economics Limited estimated the total economic impact of Burnside/City of Lakes at the base year 2014 represented:

- 23% of HRM's employment
- 18% of HRM's Gross Domestic Product
- 15.8% of the region's commercial assessment
- Net Sales of \$5.88 billion
- Direct Household Income of \$1.53 billion
- Direct Employment of 30,921.9 full-time equivalent positions
- Direct Provincial GDP of \$3.11 billion
- An estimated \$144.7 million in construction and repair took place in Burnside/City of Lakes in 2014.

The supply of industrial, commercial and institutional lands is a Regional Council priority outcome under economic development to help ensure that there are sufficient industrial, commercial and institutional lands available to meet economic opportunities and growth of the commercial tax base. The risk is that there will not be sufficient land in the right locations available to support economic growth resulting in loss of economic opportunities.

The municipality's supply of "develop ready" industrial lot inventory is at a historic low, one which has not been experienced since the early 2000s. Much of which is a result of the delay in this project and need for planned and predictable access to the municipality's north Burnside land holdings.

The current lot inventory in Burnside represents a total available lot inventory of 27 lots totaling 125 acres. This inventory normally represents approximately a 3-year supply. However, the current inventory is limited in size and suitability that is required to ensure the program meets broad demand. HRM risks sending purchasers elsewhere in the short-term until supply is normalized.

The proposed Provincial access to and development of Phase 13 Burnside will provide an additional 325 net acres in the near to mid-term, with the proposed Phase 14 providing an estimated 285 net acres. These two Phases will reinstate the supply to meet anticipated demand from Industry and business.

The order of magnitude for the development potential of proposed Phase 13 and 14 Burnside is:

- +/- \$100,000,000 in land development with associated construction employment spin-off
- +/- \$180,000,000 in gross lot sales revenue
- +/- \$400,000,000 in building construction and site improvements with associated construction employment spin-off
- +/- 800,000,000 in commercial assessment growth

As a condition of the Council 2012 approved sale of land to the Province, HRM and the Province entered a Memorandum of Understanding committing to the undertaking of construction timing and payment to provide access, consisting of one interchange, to HRM's expansion lands (the "Existing MOU"). The Memorandum of Understanding provided for a completion date of December 31, 2014 which was an aggressive date to protect HRM's interests in meeting market demands for new industrial lot inventory. While HRM had substantial lands remaining in Phase 12, the new Atlantic Gateway – Halifax Logistics Park – Burnside initiative raised the potential for some large acreage demand that would quickly consume the available lot inventory and, had to be considered in the timing.

On March 18, 2014, Council approved an amendment to the Existing MOU as requested by the Province to extend the completion of construction to December 31, 2015. Due to changing needs and requirements of both HRM and the Province in the interim, an amended MOU was not executed.

DISCUSSION

The Highway 107 Extension project has been identified by the Province as a critical transportation upgrade that will improve the Provincial highway network in terms of safety and efficiency impacting a wide area of the highway network serving HRM. There is a growing safety concern from the Province with traffic backing-up on the Highways on occasion and other highway components failing in a chain reaction when there is a major traffic impediment in one or more areas of the network.

Substantial planning and design work has advanced by both the Province and HRM since the Existing MOU was entered. The Municipality has also acquired an additional 425 acres of Burnside industrial holding lands (proposed "Phase 14") adjacent to Phase 13 which was not contemplated within the Existing MOU. With planning of both HRM and the Province's requirements at a more advanced stage, staff are recommending the Existing MOU be terminated and a new Memorandum of Understanding (the "Proposed MOU") be entered reflecting the new proposed terms and conditions between the parties. Formal cost-sharing agreements between the Province and HRM would be signed prior to the tender for construction of cost-shared components.

The Existing MOU provided for substantial temporary infrastructure in anticipation of HRM requiring access to Phase 13 Burnside well in advance of the Provincial timing for construction of the Burnside Sackville Expressway. The temporary infrastructure was to be the responsibility and cost of HRM with the Province responsible for the permanent section. In ongoing discussions with the Province, it was mutually agreed that it would be beneficial if the substantial funds attributed to the temporary infrastructure were instead directed to permanent infrastructure. With the project construction timing now better aligned between both parties, the substantial temporary infrastructure contemplated in the Existing MOU is no longer necessary.

A major addition to the Proposed MOU is the requirement for a second interchange at the future Highway 107 and Burnside Drive extension which will service Phases 13 and 14 Burnside as illustrated on Attachment 1 of this report. Staff from HRM and the Province have been working together on the planning and design requirements for both interchanges and have agreed in principle with the terms and conditions provided in the Proposed MOU as Attachment 2 of this report. Timing of completion of construction for the interchanges is still being discussed between the two parties.

The Province acknowledges the priority in timing for the completion of the first interchange at the top of Akerley Boulevard, generally illustrated on the Proposed MOU Attachment 1 of this report, to access Phase 13 Burnside for development and sale by the municipality. The Province is committed to completing this interchange in the first phase of the Highway 107 extension. The full project construction including both interchanges will be designed/constructed/managed by NSTIR and the project would be subject to a final Cost Sharing Agreement between HRM and the Province. Upon execution of the Proposed MOU HRM's costs will remain fixed at a maximum \$14.78 million (plus any applicable taxes). HRM has requested to pay its cost share in three installments over the term of the project with the final proposed payment due upon completion of the second interchange in 2023. It is however understood that HRM's cost may be subject to change if additional or modified infrastructure is requested by HRM.

The Existing MOU from 2012 did not contemplate the Active Transportation ("AT") components of the project. Under the proposed MOU the project scope now includes the AT component specific to the first and second interchanges including an AT trail along Burnside Drive, as illustrated in Attachment 2. The indicated HRM cost of \$14,780,000 (plus any applicable taxes), is for the construction of the Akerley interchange and the cost of the Burnside interchange shall be the responsibility of the Province. The construction of the two interchanges includes an estimated \$2.88 million of Active Transportation (AT) components shown on Attachment 2 of the Proposed MOU. The cost estimates to date have been provided

by the Province and the Proposed MOU provides that the HRM cost share commitment is subject to HRM's review of the detailed cost estimate which will be provided by the Province. It is recommended that the Chief Administrative Officer, or their designate, have the authority to approve and execute amendments to the cost agreement provided that the cumulative value of an amendment does not exceed fifteen percent (15%).

HRM Transportation and Public Works and Planning and Development are currently reviewing the requirements and merit for its request to the Province to construct additional AT trail and shared utility corridor components for the remaining section of the Highway 107 extension from Burnside to Sackville, which are beyond the scope of this MOU. This additional AT component, if requested by HRM, would be at the cost of HRM for an amount to be determined. The Highway 107 extension is expected to divert substantial traffic from both Magazine Hill and Highway 118 that travel to and from the Halifax Peninsula, existing Burnside and Dartmouth Crossing amongst other areas. In the context of the Integrated Mobility Plan, diverting vehicular traffic from Magazine Hill, while leaving the existing lane configuration is not consistent with the Plan as it will attract more vehicles.

To assist in the decision of whether the Municipality should invest in the AT Corridor along the Highway 107 extension, in full or part, or alternate options for connecting AT from Sackville/Bedford to Dartmouth, HRM has engaged a consultant to complete a study to investigate the multimodal transportation capacity and connectivity implications associated with the implementation of the planned Highway 107 extension. The study reviewed opportunities to improve active transportation connectivity to/from the Highway 107 and explore the potential cost and feasibility to improve transit priority and/or active transportation facilities on other related routes. The study was completed on March 8th, 2019, and staff are reviewing the options presented in the consultant's report. Should there be merit in pursuing AT on any part of the Highway 107 corridor, staff will then need to meet with the Province and Utilities to work through the details. Approval and budget for the additional AT components will be the matter of a separate report.

The Proposed MOU is included as Attachment 2 of this report with the main terms summarized in Table 1 below.

Table 1: General Terms and Conditions to the Memorandum of Understanding and Cost - Sharing Agreement

<p>Infrastructure Construction Timing</p>	<p><u>First Interchange at Akerley/Wilkinson/Hwy 107</u></p> <ul style="list-style-type: none"> • NSTIR to commence construction by June 30, 2019 • NSTIR to substantially complete construction by June 30, 2020 with completion by December 31, 2020. <p><u>Second Interchange at Burnside Drive Connector/Hwy 107</u></p> <ul style="list-style-type: none"> • NSTIR intends to complete construction by December 31, 2023 with the ability to extend the completion date into 2024.
<p>HRM Cost Share</p>	<p>HRM shall pay to the Province a total cost sharing in the amount of fourteen-million and seven-hundred and eighty-thousand dollars (\$14,780,000.00) plus any applicable taxes. Three installments shall be made as follows:</p> <ul style="list-style-type: none"> • the first payment of four-million dollars (\$4,000,000.00) plus any applicable taxes due on the first April 1st of the year following completion of construction and commissioning of the first interchange. <i>Payment timing currently estimated in Fiscal 2021-22;</i> • the second payment of four-million dollars (\$4,000,000.00) plus any applicable taxes due on the second April 1st following completion of construction

	<p>and commissioning of the first interchange. <i>Payment timing currently estimated in Fiscal 2022-23</i>; and</p> <ul style="list-style-type: none"> the third payment of six-million seven-hundred and eighty-thousand (\$6,780,000.00) plus any applicable taxes shall be paid by HRM on the first April 1st following completion of construction of the second interchange. <i>Payment timing currently estimated in Fiscal 2024-25</i>; <p>The HRM cost share commitment is subject to HRM's review of the detailed cost estimate as to be provided by NSTIR.</p>
<p>Infrastructure Ownership and Maintenance Responsibility</p>	<ul style="list-style-type: none"> All roadways within the proposed Highway 107 corridor will be constructed, owned and maintained by the Province. HRM will be responsible for ongoing operations and maintenance for the active transportation facilities, including the structural crossings. All roadways within Burnside Phase 13 and Phase 14 are the responsibility of HRM.

After HRM and the Province execute the Proposed MOU, a formal cost-sharing agreement will be required to be entered by both parties. The cost-sharing agreement will be in keeping with the terms and conditions of the proposed MOU as outlined in Table 1 above with the cost sharing agreement providing more detailed plans showing what is being constructed, outlining the limits of responsibility for maintenance and upkeep, indemnification clauses, limits of liability, granting of access during construction. Subject to approval of the Cost Sharing Agreement, the Province will also construct a utility corridor parallel to the highway corridor within the Province's right of way to allow for the installation of utilities. The utility corridor will be located within the alignment of the active transportation trail. The Province has indicated that it does not wish to enter a multi-party agreement including Halifax Water and Heritage Gas and HRM is responsible to coordinate the interests of the utilities and to collect the cost sharing amount directly from the utilities. The intent is that there will be no net increase to the HRM budget with full cost recovery for the utility corridor component to be paid for by the utilities under a separate agreement between HRM, Halifax Water and Heritage Gas.

TABLE 2: ADDITIONAL CONSIDERATIONS FOR THE COST-SHARING AGREEMENT

<p>Additional Conditions</p>	<ul style="list-style-type: none"> Formal cost-sharing agreements between the Province and HRM will be signed prior to tender for construction of cost-shared components. The cost-sharing agreement would be in keeping with the Proposed MOU and would have more detailed plans showing what is being constructed and outlining the limits of responsibility for maintenance and upkeep, indemnification clauses, limits of liability, granting of access during construction, and any details required around the active transportation/utility corridor component currently being reviewed by HRM as a potential request to the Province. The Province will construct a utility corridor parallel to the highway corridor within the Province's right of way to allow for the installation of utilities. The provision for the utility corridor is subject to final approval of the Cost Sharing Agreement by both parties. The construction of the utility corridor will be tendered by
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	the Province. The Province will prepare the subgrade for the AT/Utility corridor down to a half (0.5) metre at its cost. The cost of additional rock removal, trenching, bedding, pipes and related costs are in addition to the contribution amount included in the MOU and will be paid for by HRM (with the intent of full cost recovery from the utilities).
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Considering the scope of the Provincial Highway 107 extension project and the approval processes for both HRM and the Province, the final wording of the Proposed MOU provided within may be subject to changes prior to signing. Due to the urgency of timing of HRM's request in advancing this project to commence construction in Summer 2019, it would not be feasible for staff to return to Council to review any subsequent reasonable changes to the Proposed MOU. No substantial changes to the terms and conditions provided within this report are anticipated. It is recommended the CAO be delegated authority to authorize an amendment to the Proposed MOU provided that the cumulative value of an amendment to the cost-sharing amount does not exceed fifteen percent (15%) of \$14,780,000.00.

FINANCIAL IMPLICATIONS

As well as accommodating existing traffic, the highway project will also service the future traffic generated from Burnside Phases 13/14, and as such, a portion of the cost sharing shall be paid by Q616 Industrial and Business Parks Growth Reserve. This will account for the future traffic generation from Phase 13 and proposed future Phase 14 Burnside with \$3 million dollars attributed to each of the two respective phases, for a total contribution of \$6 million. The acquisition of the proposed Phase 14 land was approved by Regional Council in 2015 at which time Council had instructed staff to seek the required MPS amendments to allow for serviced industrial development on the 427 acres purchased. The Phase 14 lands have not yet received the required MPS amendments. As such the overall funding and timing for the Phase 14 contribution is conditional upon Phase 14 obtaining the required development rights for industrial expansion. There is also potential future cost recovery from significant private land holdings in the area that will likely utilize the interchanges and highway connectivity in the future.

The associated capital funding has been included in the 2019-20 Capital Budget as Project Number CT000013 - Burnside Connection to Highway 107. The first installment of the HRM cost sharing is not anticipated until Fiscal 2021-22 and the final installment anticipated in Fiscal 2024-25.

RISK CONSIDERATION

There is a significant risk in the timeline of the construction project that HRM will not have sufficient industrial lot supply to meet economic opportunities as they may arise. A quick commitment to the project by HRM and the Province and commencement of construction will help alleviate some of the risks as the market will recognize a level of certainty once commenced. HRM will look to undertake pre-construction marketing of the new lot inventory to help mitigate these risks.

There is a risk that proposed Phase 14 will not obtain the required MPS amendments to allow for the \$3 million financial contribution attributable to these lands if serviced, zoned and developable. This risk can be mitigated with advancing the necessary work on the MPS amendments in the near term.

COMMUNITY ENGAGEMENT

The supply of industrial land is identified as a Council Priority Outcome under economic development. No applicable community engagement was identified for the recommendations of this report.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with the recommendations of this report.

ALTERNATIVES

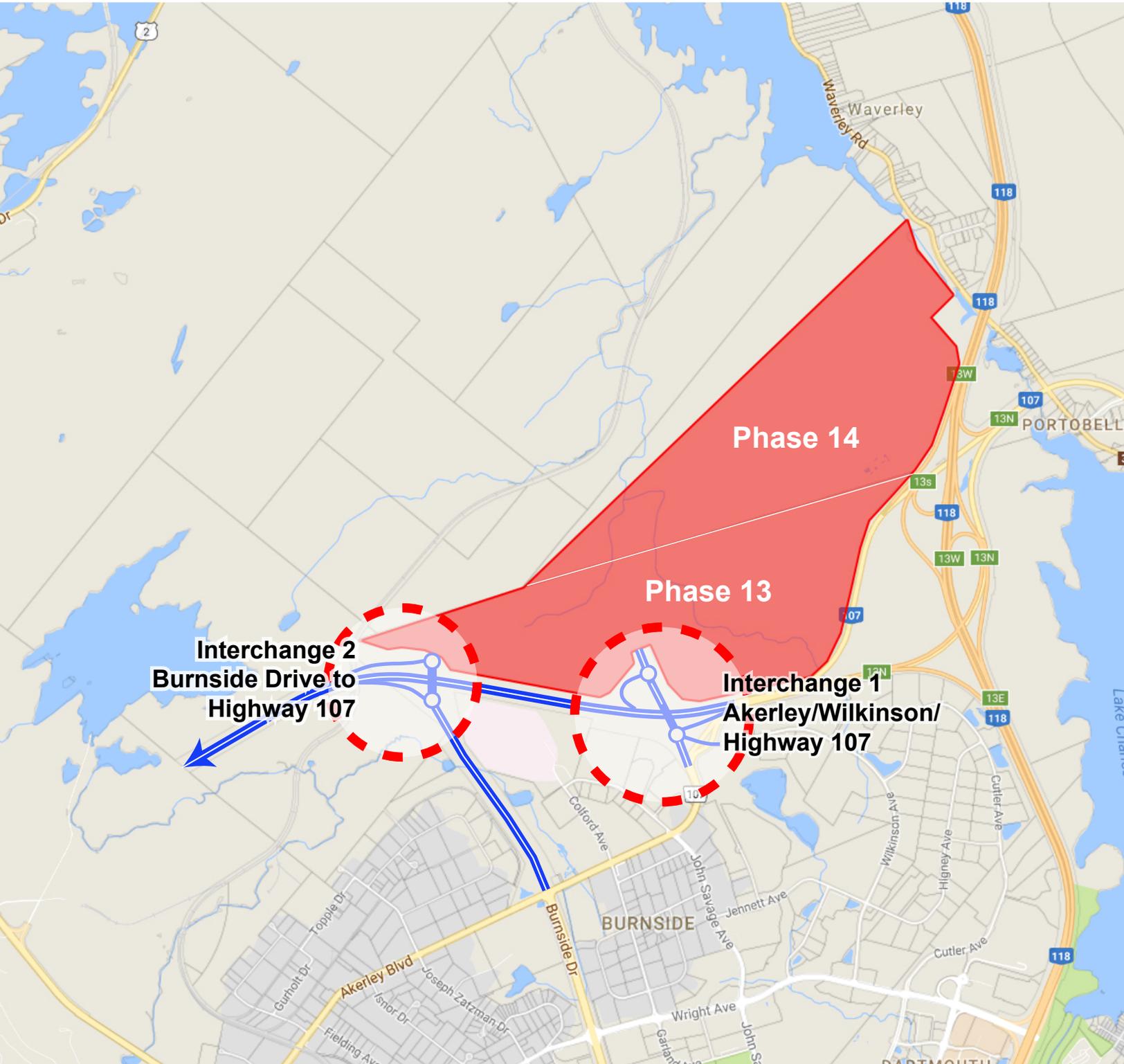
There are no alternatives identified for this report. Both access points across Highway 107 to Burnside Phases 13 and 14 are required by HRM for development of its industrial lands as a Council Priority Outcome under economic development. The timing of the construction of the interchanges needs to part of the Provincial Highway 107 extension project or the opportunity/feasibility will be lost.

ATTACHMENTS

Attachment 1 – Location and Project Scope
Attachment 2 - Proposed MOU with attachments

If the report is released to the public, a copy can be obtained by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Michael Wile, Business Parks Manager, Corporate Real Estate, Finance, Asset Management and ICT 902.490.5521



MEMORANDUM OF UNDERSTANDING

BETWEEN: Halifax Regional Municipality (“HRM”) and the Province of Nova Scotia (“the Province”)

DATE: _____, 2019

SUBJECT: HIGHWAY 107 ACCESS AT BURNSIDE INDUSTRIAL PARK

Whereas the Halifax Regional Municipality and the Province of Nova Scotia entered into an Agreement of Purchase and Sale dated March 28, 2012 involving lands owned by the Municipality and required for the right-of-way of a future Highway 107.

And Whereas the Halifax Regional Municipality and the Province of Nova Scotia entered into a Memorandum of Understanding dated March 21, 2012 (the “Existing Memorandum of Understanding”).

And Whereas both parties wish to terminate the Existing Memorandum of Understanding and enter into a new Memorandum of Understanding.

The following statements describe the understanding of both parties, however it is not intended to be legally binding:

1. The Existing Memorandum of Understanding is hereby terminated.
2. Akerley Boulevard requires extension northward across the proposed Highway 107 corridor to establish access to the Burnside Phase 13 and future Phase 14 lands which are critical in providing economic development opportunities within the region including support to the Atlantic Gateway Initiative.
3. Attachment 1 shows, at a functional level, the extent of the first of two interchanges (the “Akerley Interchange”) required to be built to meet the need identified above. Construction of this interchange shall be the responsibility of the Province. Construction is intended to begin by June 30, 2019 with substantial completion of construction by June 30, 2020 and complete/in operation by December 31, 2020, subject to any reasonable construction delays.
4. Attachment 2 shows, at a functional level, the extent of the second of two interchanges (the “Burnside Interchange”) required to be constructed. This interchange shall be constructed by the Province. This interchange shall be constructed by the Province and will be sufficient in traffic capacity and configuration to allow, at a minimum, the full industrial park development of the HRM owned Burnside Phase 13 and 14 lands. It is intended that the Province will have this interchange constructed and in operation by December 31, 2023 with both parties, acting reasonably, acknowledging that construction delays in a project of this scope may push final completion and operation into 2024.

5. HRM shall pay to the Province a total cost sharing in the amount of fourteen-million and seven hundred and eighty-thousand dollars (\$14,780,000.00), plus applicable taxes, which shall be paid in three installments as follows:
 - a. the first payment of four-million dollars (\$4,000,000.00), plus applicable taxes, is due on the first April 1st following completion of construction and commissioning of the Akerley Interchange;
 - b. the second payment of four-million dollars (\$4,000,000.00), plus applicable taxes, is due on the second April 1st following completion of construction and commissioning of the Akerley Interchange; and
 - c. the third payment of six-million seven-hundred and eighty-thousand (\$6,780,000.00), plus applicable taxes, shall be paid by HRM on the first April 1st following completion of construction of the Burnside Interchange.

The HRM cost share commitment is subject to HRM's review and approval of the detailed cost estimate which will be provided by the Province.

6. The Burnside Interchange is the cost and responsibility of the Province.
7. All roadways within the proposed Highway 107 corridor will be constructed, owned and maintained by the Province.
8. Attachment 2 shows the extent of the active transportation facilities included in the highway project at the request of HRM. The active transportation facility across structures will be a 4 metre multi-use trail; the active transportation facility along roadways will be a 3-metre wide trail with asphalt surface. The active transportation facilities in Attachment 2 shall be constructed by the Province and are fully included in the cost sharing indicated in section 5 of this MOU.
9. Active transportation facilities in Attachment 2 will be built at the same time as the highway and opened after commissioning of the interchange structures and related highway works.
10. Subject to the terms and conditions to be mutually agreed to, the responsibilities for ongoing maintenance and operations for the active transportation/utility corridor will be outlined under the Cost Sharing Agreement.
11. The Province will construct a utility corridor parallel to the highway corridor within the Province's right of way to allow for the installation of utilities. The utility corridor shall in general follow the alignment of the active transportation trail along the extension of Burnside Drive and end just prior to the CN rail line, as contemplated under Phase 1 construction of the Provincial Highway 107 extension project.

- 12. The provision for the utility corridor is subject to final approval of the Cost Sharing Agreement by both parties and the associated utility companies as represented by HRM. The construction of the utility corridor will be tendered by the Province. The Province will prepare the subgrade for the AT/Utility corridor down to a half (0.5) metre at its cost. The cost of additional rock removal, trenching, bedding, pipes and related costs are in addition to the contribution amount included in the MOU and will be paid for by HRM at the time of the highway construction. HRM will be responsible for the recovery of cost from the associated utility companies that use the corridor. The Province will not be responsible for the provision of design and tender specifications associated with the utilities to be installed within the utility corridor. As an alternative, the utility corridor subgrade and required rock blasting (rock blasting to paid for by HRM with recovery from the utilities) would be completed as part of the highway construction and an individual utility may defer the installation of their pipe system to a later year (to time with demand) at the full cost of the utility at that time.
- 13. All roadways within Burnside Phase 13 and Phase 14 are the responsibility of HRM.
- 14. Formal cost-sharing agreements between the Province and HRM will be signed prior to tender for construction of cost-shared components, and this Memorandum of Understanding shall terminate once both parties have executed the cost-sharing agreement.
- 15. The parties acknowledge that the Agreement of Purchase and Sale dated March 28, 2012 is still in full force and effect.

The undersigned are in agreement with the statements made above.

Dated _____

FOR HALIFAX REGIONAL MUNICIPALITY:

FOR PROVINCE OF NOVA SCOTIA:

Mayor

Minister, Transportation and Infrastructure
Renewal

Municipal Clerk

Burnside
Phase 13



Legend

-  HRM Responsibility
-  TIR Responsibility

Cost (Millions)	
R1	\$1.4
R2	\$1.4
S1	\$6.1
Akerley Blvd. Ext (~400m)	\$2.3
Wilkinson Ave. Ext (~200m)	\$1.2
Lighting	\$0.4
Signage	\$0.8
TOTAL	\$13.6



Wilkinson Ave

Existing Hwy 107 to be removed

Juniper Lake

Gloria McCluskey Ave

Akerley Blvd

Figure 1
Future Akerley Interchange

