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MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

COMMITTEE OF THE WHOLE AGENDA

Tuesday, February 8, 2022

9:00 a.m.

Zoom Videoconference



1. **ROLL CALL**

2. **DISCLOSURE OF INTEREST**

3. **APPROVAL of the AGENDA (Order of the Day)**

THAT the Order of the Day be approved as circulated and including a presentation at 11:00 a.m. by Trans County Transportation Society (TCTS).

3.1 **11:00 Presentation** – Trans County Transportation Society (TCTS) (*information attached*)

4. **ADOPTION OF COTW MINUTES**

4.1 THAT the minutes of the regular meeting of Committee of the Whole meeting held January 11, 2022 be approved as circulated.

4.2 THAT the minutes of the special meeting of Committee of the Whole held on January 13, 2022 be approved as circulated.

4.3 THAT the minutes of the special meeting of Committee of the Whole held on January 25, 2022 be approved as circulated.

4.4 THAT the minutes of the special meeting of Committee of the Whole held on January 26, 2022 be approved as circulated.

5. **BUSINESS ARISING FROM THE MINUTES**

5.1 **Annapolis Waterkeepers Presentation**

THAT staff be directed to contact the NS Dept of Environment asking for an overview on permits and permitting processes and what regulations we can apply or do in response to the information submitted by the Annapolis Waterkeepers.

5.2 **Former Bridgetown Regional Elementary School**

THAT Staff obtain a current estimate of the cost of demolishing the former Bridgetown Regional Elementary School; and THAT Staff provide council with a report of the condition of the former Bridgetown Regional Elementary School building, including asbestos, mold, heating, mechanicals and other issues that may have occurred over the years when the building has been vacant; and THAT Staff provide a current estimate of the value of lots if the Bridgetown Regional Elementary School property is sold as building lots, with general estimates for

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

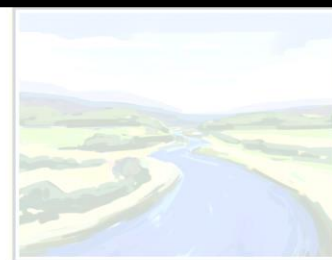
COMMITTEE OF THE WHOLE

AGENDA

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different sized lots; and THAT Staff provide a report advising of the cost to the County for servicing if building lots on the former Bridgetown Regional Elementary School property are sold; and that the former Bridgetown Regional Elementary School property not be sold until the reports have been received and council has determined what it wishes to do with the property.

5.3 Former Bridgetown Town Hall

THAT Municipal Council begin the process to register the former Bridgetown Town Hall as a municipal heritage property; and THAT staff provide a report to council outlining the pros and cons of selling only the Town Hall building and retaining title to the adjacent parking lot; and THAT staff provide a report as to the intended ownership and access to the POP site on the former Town Hall property if the former Town Hall property is sold; and THAT the former Town Hall property not be sold until any issues arising out of the above requests (Heritage Property Registration, Sale or Retention of Parking Lot, POP Site) are resolved.

6.

NEW BUSINESS

6.1 Information Report – Community Development Update January 2022

6.2 Recommendation Report St. Andrews Church

That municipal council approve the St. Andrew's Anglican Church application for substantial alteration to replace the amber window glass to clear glass, encouraging the applicant to retain some of the amber glass in the gothic revival windows on the north and south side of the building as much as possible, in accordance with the recommendation of the Heritage Advisory Committee.

Recommendation Report REMO

6.3 C6 Regional Emergency Management Bylaw

THAT Municipal Council give first reading to approve the *C6 Regional Emergency Management Bylaw* as circulated.

6.4 Intermunicipal Emergency Services Agreement

THAT Municipal Council approve the Inter-municipal Emergency Services Agreement as circulated.

6.5 Letter of Request to Minister Responsible for Emergency Management

THAT Municipal Council approve forwarding the letter of request to the Minister Responsible for Emergency Management (Honourable John Lohr).

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

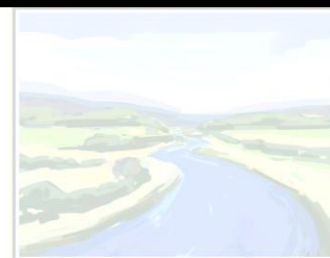
COMMITTEE OF THE WHOLE

AGENDA

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- 6.6 Recommendation Report – Appointment Victoria Hamilton**
That municipal council appoint Victoria Hamilton to act as a Development Officer for the Municipality of the County of Annapolis to administer the Municipality's Land Use Bylaws and Subdivision Bylaw.
 - 6.7 Recommendation Report – Appointment Brendan Lamb**
That municipal council appoint Brendan Lamb to act as a Development Officer for the Municipality of the County of Annapolis to administer the Municipality's Land Use Bylaws and Subdivision Bylaw
 - 6.8 Recommendation Report Municipally- Registered Property - Application for Substantial Alterations – Clarence Community Hall**
That municipal council refer the substantial alteration application for the alteration of replacing the roof and exterior trim boards for Clarence Community Hall, 3337 Clarence Road to the Heritage Advisory Committee.
 - 6.9 Recommendation Report Facilities Operating Agreement BCRA**
That Municipal Council approve the Facilities Operating Agreement with the Bridgetown Community Recreation Association (BCRA) for the Bridgetown & District Memorial Arena, Bridgetown Centennial Pool, and the Bridgetown Memorial Ballpark.

7.

COMMITTEE & ORGANIZATIONAL REPORTS

- 7.1 CAO Report – Monthly Report (January)**
- 7.2 Warden's Report – verbal**
- 7.3 Trans County Transportation Society**
THAT Committee of the Whole receive the Trans County Transportation Report for information as circulated.
- 7.4 Forestry Advisory Committee – 2022-01-20 Report**
THAT Committee of the Whole receive the Forestry Advisory Committee report for information as circulated.
- 7.5 Request Proposal from Western Woodlot Services Cooperative**
THAT municipal council request a proposal from Western Woodlot Services Cooperative to begin an ecological management process of a 15-20 Hectare section of the Greywood site (PID 05091152), in accordance with the recommendation of the Forestry Advisory Committee

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

COMMITTEE OF THE WHOLE

AGENDA

Tuesday, February 8, 2022

9:00 a.m.

Zoom Videoconference



7.6 Designate Funds for Future Ecological Forestry Development

THAT municipal council invest any funds realized from the proposed management on the Greywood site be invested in a special Forestry account for future ecological forestry development within the County pursuant to the recommendation of the Forestry Advisory Committee.

8. NOTICE OF MOTION

For March Committee of the Whole:

8.1 Strategic Planning

9. IN-CAMERA

THAT Committee of the Whole meet in-camera in accordance with Section 22(2) (e) contract negotiations of the *Municipal Government Act*.

10. ADJOURNMENT

THAT the Committee of the Whole adjourn its meeting until the next regular meeting scheduled for Tuesday, March 8, 2022.

TRANS COUNTY TRANSPORTATION SOCIETY (TCTS)

**WORKING TOWARD A HEALTHY COMMUNITY BY ENHANCING THE INDEPENDENCE
AND QUALITY OF LIFE IN OUR COMMUNITY BY PROVIDING ECONOMICAL AND
ACCESSIBLE TRANSPORTATION SERVICES FOR OUR RESIDENTS WHO FACE
TRANSPORTATION CHALLENGES**

WHAT DOES TCTS DO

- Trans County Transportation Society (TCTS) is a non-profit organization that provides an appointment driven door-to-door affordable and accessible transportation services to the residents in our community
- Transportation services that we provide include:
 - Medical Appointments and Procedures
 - Grocery and Personal Shopping
 - Community and Family Events
 - Education
 - Group Charters

HOW DO WE DO IT

TCTS CURRENTLY OPERATES WITH A FLEET OF 12 VEHICLES

- 3 Accessible Buses
- 3 Accessible Dodge ProMasters
- 3 Accessible Minivans
- 3 Minivans



HOW DO WE DO IT (CONT'D)

- We have seven (7) drivers with Class 4 licenses who have received training in the operations of all our vehicles as well as CPR/First Aid. They also have received educational training from the VONS' Adult Day Programmer and the Senior Safety Program in dealing with persons with mental and physical disabilities.
- Our office staff consists of a General Manager and a Dispatcher/Administrative Support.
- All our staff understand that efficiency is paramount to our transportation delivery; from designing daily drives that ensure multiple users in the vehicle, whenever possible, to taking the shortest routes in the pick-up and delivery of the user and going above and beyond expectations.

WHY IS TCTS HERE TODAY

- We are requesting additional funding from the Municipality of the County of Annapolis to help sustain our reduced fares. The last increase provided by the County of Annapolis was in 2015.
- Our focus has always been to ensure the affordability of our service to all residents, particularly those in low-income brackets.
- In the fiscal year 2019/20 we were financially able to reduce our fares by 12.5%. The 2020/21 and 2021/22 fiscal years are in a major pandemic which forced us to close for approx. 3 months during the 20/21 year due to the health and safety of our staff and clients. This pandemic has made an impact on our fare income substantially, with a 40% decrease in 20/21 and approx. 30% decrease in 21/22.

WHY IS TCTS HERE TODAY CONT'D

- We received from the Province of Nova Scotia a Fare Assistance Program grant to help with our low-income clients not eligible for other supports. A total of \$14,151 for the 2021/2022 fiscal year and TCTS will be granted this funding for the next 2022/23 fiscal year. While this helps, it does not cover our increasing operational costs.
- With the cost of living increasing at such a substantial rate – upwards of 5% currently – TCTS is facing rapidly increasing operational costs - fuel, vehicle maintenance, equipment, utilities. TCTS recognizes that Annapolis County residents are also seeing sharp increases in their own personal cost of living and does not wish to have to charge them more for our services.
- Additional funding support is necessary to maintain services at the same lower fare structure that we were pleased to implement in 2019.

MUNICIPAL FUNDING SUPPORT

TOTAL CURRENT MUNICIPAL FUNDING: ANNAPOLIS COUNTY KINGS COUNTY

Total Funding	\$ 35,000	\$30,300
Town Of Middleton	\$ 1,500	
Amount used for Capital Costs	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Net Amount for Operating Costs	<u>\$ 26,500</u>	<u>\$ 20,300</u>

Client Trips

	2019-2020	Percentage of Total	2020-2021 (covid)	Percentage of Total	Apr 1/21-Dec 31/21	Percentage of Total
Annapolis County	10682	74%	2892	70%	4366	71%
Kings County	3848	26%	1246	30%	1744	29%

MUNICIPAL FUNDING REQUEST

- TCTS is now in our 2nd year out of a 3 year contract with the County of Kings under which they provide annual increases of 1% for each following fiscal year. Since 2019-20 the County of Kings is providing ~45% of TCTS' operational funding while having less than 30% of TCTS' clientele.
- TCTS requests that the Municipality of the County of Annapolis will recognize the inequity in the current funding ratio and assist TCTS in meeting its goal of maintaining reduced fares to provide affordability and accessibility to the residents of Annapolis County.
- This request was initially presented in 2019 to decrease our fares. For TCTS to keep our fares at a decreased level we require additional funding support. TCTS formally requests an increase in financial contribution by \$25,000, to a total of \$60,000 per fiscal year.

TRANS COUNTY TRANSPORTATION SOCIETY

- Thank you for your attention and kind consideration of this funding request. TCTS is available at your convenience for any additional information you may require.
- Nicole Hackenschmidt, GM-TCTS

Minutes of the regular Committee of the Whole meeting held on Tuesday, January 11, 2022, at 9:00 a.m., via Zoom Teleconference, in accordance with the Direction of the Minister under a Declared State of Emergency (*see attached*)

Roll Call

District 1 – Bruce Prout, present
District 2 – Brian “Fuzzy” Connell, present
District 3 – Alan Parish, Warden, present
District 4 – Clyde Barteaux, present
District 5 – Lynn Longmire, present
District 6 – Alex Morrison, present
District 7 – David Hudson, present
District 8 – Michael Gunn, Deputy Warden present
District 9 – Wendy Sheridan, present
District 10 – Brad Redden, present
District 11 – Diane Le Blanc, present

Also Present: CAO David Dick; Municipal Clerk Carolyn Young; other staff D. Campbell, N. Chisholm, A. Dunphy, C. Mason, and J. Young, and several members of the public.

Disclosure of Interest

None.

Approval of the Agenda (Order of the Day)

Warden Parish requested to add the CAO Report under Committee & Organizational Reports to give councillors an opportunity to ask questions; and to add Comfort Centres under New Business.

Deputy Warden Gunn moved, seconded by Councillor LeBlanc, to approve the Order of the Day as amended. Motion carried unanimously.

Adoption of Minutes

Re: 2021-12-14 Regular

It was moved by Deputy Warden Gunn moved, seconded by Councillor Connell, to approve the minutes of the regular Committee of the Whole held on December 14, 2021, as circulated.

Councillor Prout moved, seconded by Councillor Longmire, to make a correction on page 2 of 6 of the minutes under Recommendation Report Community Grants Program Current Applications from \$18,971.60 to \$3,971.60. Motion carried unanimously.

The Question was called on the motion as amended. Motion carried unanimously.

Business Arising from the Minutes

None.

New Business

Re: Information Report Community Development Update Report December 2021

Re: Information Report Unsightly & Dangerous Quarterly ReportRe: Recommendation Report East End Area MPS LUB Review

It was moved by Deputy Warden Gunn, seconded by Councillor LeBlanc, that municipal council commence a review of the Annapolis County East End Area Municipal Planning Strategy and Land Use Bylaw and adopt a public participation program that would refer the review applications to the East End Area Advisory Committee and the Annapolis County Planning Advisory Committee for their review and recommendation along with applicable public meetings and advertisements. Motion carried unanimously.

Re: Recommendation Report Cornwallis Park MPS LUB Review

Deputy Warden Gunn moved, seconded by Councillor Morrison, that municipal council commence a review of the Cornwallis Park Municipal Planning strategy and Land Use Bylaw and adopt a public participation program that would refer the review applications to the Cornwallis Park Area Advisory Committee and the Annapolis County Planning Advisory Committee for their review and recommendation along with applicable public meetings and advertisements. Motion carried unanimously.

Re: Recommendation Report TBR Renewal Annapolis County Water Line Addition Hillside \$105,407

It was moved by Deputy Warden Gunn, seconded by Councillor Hudson, that municipal council authorize the period of borrowing in the amount not exceeding One Hundred Two Thousand Five Hundred and Fifty-Six Dollars (\$102,556) be extended for a further period not exceeding Twelve (12) months from the date of the approval of the Minister of Municipal Affairs. Motion carried unanimously.

Re: Recommendation Report TBR Renewal Municipal Land and Buildings \$7,200,000

Deputy Warden Gunn moved, seconded by Councillor Connell, that municipal council authorize the period of borrowing in the amount not exceeding Seven Million, Two Hundred Thousand Dollars (\$7,200,000) be extended for a further period not exceeding Twelve (12) months from the date of the approval of the Minister of Municipal Affairs. Motion carried unanimously.

Re: Recommendation Report AM-1.4.14 Low Income Tax Exemption Policy Amend

It was moved by Deputy Warden Gunn, seconded by Councillor Morrison, municipal council amend AM-1.4.14 Low Income Tax Exemption Policy by increasing the exemption amount to \$350 and increasing the allowable income amount to \$27,000 (seven-day notice). Motion carried unanimously.

Re: Recommendation Report Community Grants Program Current Applications

Deputy Warden Gunn moved, seconded by Councillor Connell, that municipal council approve the allocation of grants as presented in Appendix A from the 2021-22 Community Grants Program, in accordance with AM-1.4.9 Community Grants Policy for a total of \$9,200 as follows:

- \$1,200 Granville Centre Community Hall Association; and
- \$8,000 Lawrencetown Exhibition Youth Arena.

It was moved by Councillor Hudson, seconded by Councillor Redden, to amend motion by adding 'subject to a review of the HST'. Motion carried unanimously.

The Question was called on the motion as amended to read:

Deputy Warden Gunn moved, seconded by Councillor Connell, that municipal council approve the allocation of grants as presented in Appendix A from the 2021-22 Community Grants Program, in accordance with AM-1.4.9 Community Grants Policy for a total of \$9,200 as follows:

- \$1,200 Granville Centre Community Hall Association; and
- \$8,000 Lawrencetown Exhibition Youth Arena;

Subject to a review of the HST. Motion carried unanimously.

Re: Comfort Centres – Warden Parish noted he added this for discussion after the power outage last weekend. The REMO Coordinator had let councillors know which comfort centers had been opened. The REMO section of www.AnnapolisCounty.ca provides a definition of a Comfort Centre, our policy, and a listing of Fire Halls and Community Centres. It is up to each location to determine if they wish to open. Staff noted that the REMO Advisory Committee will be reviewing the policy.

Community and Organizational Reports

Re: Warden's Report – The Warden gave a verbal report on his activities over the past month. It was moved by Deputy Warden Gunn, seconded by Councillor Redden, to receive the report as presented. Motion carried unanimously.

Re: CAO Report – The CAO noted he has only been working on items as discussed in closed session.

Re: Kings Transit Authority

Deputy Warden Gunn moved, seconded by Councillor LeBlanc, that COTW receive the Kings Transit Authority December Report for information as circulated.

Recess

10:43 a.m. – 11:00 a.m.

Presentation

Re: Annapolis Waterkeepers

Kip McCurdy and Beth Cranston were in attendance via zoom and gave a PowerPoint presentation, focused on Auto-Fluff and requesting the following:

- That municipal council enact a bylaw that would require council's approval and impose conditions for disposal of solid waste in Annapolis County;
- That municipal council try to arrest further growth of this facility by imposing zoning restrictions on adjacent properties; and
- That municipal council enter into negotiations with the Province to obtain agreement on posting a municipal appointee as overseer at the dump, to verify disposal compliance and record the shipper and origin of waste materials (with costs for this appointment to be borne by Arlington Heights).

The warden entertained questions and comments from council.

Notice of Motion

After discussion, Councillor Connell submitted Notice of Motion for February COTW that staff be directed to contact the NS Dept of Environment asking for an overview on permits and permitting processes and what regulations we can apply or do in response to the information submitted by the Annapolis Waterkeepers.

Community and Organizational Reports (cont'd)

Re: Economic Development Committee Report

It was moved by Deputy Warden Gunn, seconded by Councillor Sheridan, that COTW receive the Economic Development Committee Report as circulated. Motion carried unanimously.

Notice of Motions

Re: Former Bridgetown Regional Elementary School

THAT Staff obtain a current estimate of the cost of demolishing the former Bridgetown Regional Elementary School; and THAT Staff provide council with a report of the condition of the former Bridgetown Regional Elementary School building, including asbestos, mold, heating, mechanicals and other issues that may have occurred over the years when the building has been vacant; and THAT Staff provide a current estimate of the value of lots if the Bridgetown Regional Elementary School property is sold as building lots, with different estimates for different sized lots; and THAT Staff provide a report advising of the cost to the County for servicing if building lots on the former Bridgetown Regional Elementary School property are sold; and that the former Bridgetown Regional Elementary School property not be sold until the reports have been received and council has determined what it wishes to do with the property.

Re: Former Bridgetown Town Hall

THAT Municipal Council begin the process to register the former Bridgetown Town Hall as a municipal heritage property; and THAT staff provide a report to council outlining the pros and cons of selling only the Town Hall building and retaining title to the adjacent parking lot; and THAT staff provide a report as to the intended ownership and access to the POP site on the former Town Hall property if the former Town Hall property is sold; and THAT the former Town Hall property not be sold until any issues arising out of the above requests (Heritage Property Registration, Sale or Retention of Parking Lot, POP Site) are resolved.

Lunch

12:15 p.m. – 1:00 p.m. with all returning as previously noted.

In-Camera

It was moved by Deputy Warden Gunn, seconded by Councillor Prout, to meet in-camera from 1:03 p.m. until 4:50 p.m. in accordance with Sections 22(2)(c) personnel, (e) contract negotiations, and (f) litigation or potential litigation of the *Municipal Government Act*. Motion carried unanimously.

Adjournment

Upon motion of Councillors Barteaux and Redden, the meeting adjourned at 4:54 p.m.

Warden

Municipal Clerk

Direction of the Minister
under a Declared State of Emergency
(Section 14 of the *Emergency Management Act*)
20-008

Under my authority in Section 14 of the Emergency Management Act, I order that this Direction (20-008) repeal and replace the Direction regarding municipal meetings issued on March 22, 2020.

During the Provincial State of Emergency declared on March 22, 2020, and under the authority provided to me in Section 14 of the Emergency Management Act, in addition to any other directives I have issued and not repealed or otherwise terminated, I direct that all municipalities and villages in the Province:

1. **Effective at 8am on July 29, 2020**, may hold meetings exclusively in person if all the following conditions are met:
 - i) the total number of persons present does not exceed a gathering limitation imposed in a *Health Protection Act* order;
 - ii) all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.
2. If the conditions set out in (1) cannot be met, the municipality or village must not hold meetings exclusively in person and must instead hold the meeting partly or wholly as a virtual meeting by video or telephone, and ensure that all of the following conditions are met:
 - i) the total number of persons present for any in person portion of the meeting does not exceed a gathering limitation imposed in a *Health Protection Act* order; and
 - ii) for any in person portion of the meeting, all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.

For clarity, this direction does not apply to statutorily required meetings of electors for a village commission which are covered under Direction 20-007 issued on May 20, 2020.

Despite this direction, municipalities and villages are still authorized to continue making other operational decisions especially those required for service delivery.

Please note that these directions are in addition to any requirements established in a Medical Officer's order under the *Health Protection Act*.

A failure to comply with this direction could result in a summary conviction with fines between \$500 to \$10,000 for individuals and up to \$100,000 for a corporation per incident.

This direction will remain in place for the duration of the Provincial State of Emergency unless it is terminated in writing by me earlier.

Dated July 29, 2020.

Original signed by

Hon. Chuck Porter
Minister of Municipal Affairs and Housing

Minutes of the special **Committee of the Whole** meeting held on Thursday, January 13, 2022, at 1:00 p.m. via Zoom Teleconference in accordance with the Direction of the Minister under a Declared State of Emergency (*see attached*)

Present: District 1 – Bruce Prout, present
District 2 – Brian “Fuzzy” Connell, present
District 3 – Alan Parish, Warden, present
District 4 – Clyde Barteaux, present
District 5 – Lynn Longmire, present
District 6 – Alex Morrison, present
District 7 – David Hudson, unable
District 8 – Michael Gunn, Deputy Warden, present

District 9 – Wendy Sheridan, present
District 10 – Brad Redden, present
District 11 – Diane Le Blanc, present (2:00 p.m.)

Also Present: CAO David Dick; Municipal Clerk Carolyn Young; other staff N. Barteaux, L. Bent, D. Campbell, A. Dunphy, V. Hamilton, B. Lamb, C. Mackintosh and 1 member of the public. Presenters John Heseltine and Justin Forbes of Stantec Consulting Limited.

Re: County-Wide Planning

- Presentation - Senior Planner/Project Manager John Heseltine and Justin Forbes of Stantec gave an overview presentation to introduce the Municipal Planning Strategy and Land Use Bylaw process, through graphics, videos, surveys and map tours, outlined as follows:

What is Planning?

Overview

- Municipal Government Act, Part 8
- Purpose of a Municipal Planning Strategy (MPS)
- Statements of Provincial Interest
- Minimum Planning Requirements
- Bill 58
- Adoption of Planning Documents
- Community Framework (Planning Documents, Serviced Areas, Planning Area)
- A community of communities - 136 communities!

What We’re Going to Do

- Phase 1 Existing Plans, January/February 2022
- Phase 2 Background Studies and Discussion Papers, February/March 2022
- Phase 3 Consultation/Visioning, April/June 2022
- Phase 4 Project Findings and Recommendations, June/July 2022
- Phase 5 Draft MPS LUB; July/September 2022
- Phase 6 Final MPS LUB October 2022/February 2023

Documents that will be Produced

- MPS and LUB covering all areas of the County not covered by existing secondary plans.

Proposed Engagement (

- project branding and website*
- online surveys
- Project FB page,

- Interactive Public Input Web Map
- Child and Youth Engagement (AVRCE)
- Plan Review
- T-shirt and promotion contest,
- District-Based Public Consultation,
- Community Visioning

Councillor Roundtable

- What are your planning concerns and what do you expect from this process? Questionnaires are helping to develop these, along with individual councillors.

Recess

2:50 p.m. – 2:56 p.m.

Next Steps

- Continued engagement preparation
- Background studies and discussion paper
- Issues and opportunity reporting to council
- Consultation planning (April, May June)
- Identify dates and venues, adjust for COVID considerations if necessary.

Warden Parish thanked the Consultants for their excellent presentation, noting this is just the beginning of a long process.

Adjournment

Upon motion of Deputy Warden Gunn and Councillor Barteaux, the special meeting of Committee of the Whole adjourned at 3:06 p.m.

Warden

Municipal Clerk

Direction of the Minister
under a Declared State of Emergency
(Section 14 of the *Emergency Management Act*)
20-008

Under my authority in Section 14 of the Emergency Management Act, I order that this Direction (20-008) repeal and replace the Direction regarding municipal meetings issued on March 22, 2020.

During the Provincial State of Emergency declared on March 22, 2020, and under the authority provided to me in Section 14 of the Emergency Management Act, in addition to any other directives I have issued and not repealed or otherwise terminated, I direct that all municipalities and villages in the Province:

1. **Effective at 8am on July 29, 2020**, may hold meetings exclusively in person if all the following conditions are met:

- i) the total number of persons present does not exceed a gathering limitation imposed in a *Health Protection Act* order;
- ii) all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.

2. If the conditions set out in (1) cannot be met, the municipality or village must not hold meetings exclusively in person and must instead hold the meeting partly or wholly as a virtual meeting by video or telephone, and ensure that all of the following conditions are met:

- i) the total number of persons present for any in person portion of the meeting does not exceed a gathering limitation imposed in a *Health Protection Act* order; and
- ii) for any in person portion of the meeting, all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.

Despite this direction, municipalities and villages are still authorized to continue making other operational decisions especially those required for service delivery.

Please note that these directions are in addition to any requirements established in a Medical Officer's order under the *Health Protection Act*.

A failure to comply with this direction could result in a summary conviction with fines between \$500 to \$10,000 for individuals and up to \$100,000 for a corporation per incident.

This direction will remain in place for the duration of the Provincial State of Emergency unless it is terminated in writing by me earlier.

Dated July 29, 2020.

Original signed by

Hon. Chuck Porter
Minister of Municipal Affairs and Housing

Minutes of the special **Committee of the Whole** meeting held on Tuesday, January 25, 2022, at 9:13 a.m. via Zoom Teleconference in accordance with the Direction of the Minister under a Declared State of Emergency (*see attached*)

Present: District 1 – Bruce Prout, present
District 2 – Brian “Fuzzy” Connell, present
District 3 – Alan Parish, Warden, present
District 4 – Clyde Barteaux, present
District 5 – Lynn Longmire, present (9:50 a.m.)
District 6 – Alex Morrison, present
District 7 – David Hudson, present
District 8 – Michael Gunn, Deputy Warden, present
District 9 – Wendy Sheridan, present
District 10 – Brad Redden, present (9:22 a.m.)
District 11 – Diane Le Blanc, present

Also Present: CAO David Dick; Municipal Clerk Carolyn Young; other staff D. Campbell, C. Mason, B. Orde, and D. Ryan; and 3 members of the public.

Disclosure of Interest

None

Order of the Day

A request was made to add *Raven Haven* at the beginning of New Business in order that Councillor Morrison could give comments before having to leave the meeting at 9:30.

It was moved by Councillor Hudson, seconded by Deputy Warden Gunn, to approve the Order of the Day as amended to add *Raven Haven* at the beginning of New Business. Motion carried unanimously.

New Business

Re: Raven Haven - Councillor Morrison noted that he is in favour of Raven Haven being utilized to the maximum. It is an asset, and it needs refurbishment and strong marketing.

Re: Recommendation Report Nictaux Waste Water Treatment Plan Capital Upgrade

Councillor Sheridan moved, seconded by Councillor Connell, that municipal council approve additional funding from the Sewer Reserve in the amount of \$25,000 to complete the Nictaux Waste Water Treatment Plant capital upgrade.

After discussion, the Warden called the Question on the motion. Motion carried unanimously.

Warden Parish will call a special session of council immediately following the adjournment of Committee of the Whole in order to act on this motion.

Re: Fire Services Funding Review – Presentation by Dawn Campbell and Cheryl Mason; an Executive Summary was provided in the agenda package. It was noted that this had not been reviewed for some time. In order for council to consider this in the future, it is important to know have the background and history.

Warden Parish thanked them for the presentation and knowledgeable responses given.

Recess

10:52 a.m. – 11:05 a.m.

Re: Draft Annapolis County Accessibility Plan – Presentation by Debra Ryan on the draft plan that was circulated in the agenda package. She and the committee are looking for feedback from council before bringing a final document to council for approval in February. She also introduced John Smith, Chair of the Accessibility Advisory Committee.

Warden Parish thanked Ms. Ryan for the presentation and comments from Mr. Smith.

Lunch

11:56 – 12:49 with all returning as previously noted except for Councillor Morrison.

Re: Recommendation Report Future Operation of Raven Haven Beachside Family Park

Deputy Warden Gunn moved, seconded by Councillor Sheridan, that municipal council authorize the CAO to prepare a long-term plan for future operation of Raven Haven as a Day Use Park commencing in 2022-23.

It was moved by Councillor Hudson, seconded by Deputy Warden Gunn, to amend the motion from '2022-23' to '2023-24', and for the CAO to present a recommendation regarding the operation of Raven Haven Park for 2022-23. Motion lost. 1 in favour, 9 against.

Councillor Barteaux moved, seconded by Deputy Warden Gunn, to amend the motion by removing 'long term plan' and replacing it with 'plan for continued operation'. Motion lost, 2 in favour, 7 against.

The Question was called on the original motion. Motion carried unanimously.

Adjournment

Upon motion of Deputy Warden Gunn and Councillor Longmire, the special meeting of Committee of the Whole adjourned at 1:52 p.m. Motion carried unanimously.

Warden

Municipal Clerk

Direction of the Minister
under a Declared State of Emergency
(Section 14 of the *Emergency Management Act*)
20-008

Under my authority in Section 14 of the Emergency Management Act, I order that this Direction (20-008) repeal and replace the Direction regarding municipal meetings issued on March 22, 2020.

During the Provincial State of Emergency declared on March 22, 2020, and under the authority provided to me in Section 14 of the Emergency Management Act, in addition to any other directives I have issued and not repealed or otherwise terminated, I direct that all municipalities and villages in the Province:

1. **Effective at 8am on July 29, 2020**, may hold meetings exclusively in person if all the following conditions are met:

- i) the total number of persons present does not exceed a gathering limitation imposed in a *Health Protection Act* order;
- ii) all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.

2. If the conditions set out in (1) cannot be met, the municipality or village must not hold meetings exclusively in person and must instead hold the meeting partly or wholly as a virtual meeting by video or telephone, and ensure that all of the following conditions are met:

- i) the total number of persons present for any in person portion of the meeting does not exceed a gathering limitation imposed in a *Health Protection Act* order; and
- ii) for any in person portion of the meeting, all physical distancing requirements or other requirements imposed in a *Health Protection Act* order are met.

For clarity, this direction does not apply to statutorily required meetings of electors for a village or submission which are covered under Direction 20-007 issued on May 10, 2020.

Despite this direction, municipalities and villages are still authorized to continue making other operational decisions especially those required for service delivery.

Please note that these directions are in addition to any requirements established in a Medical Officer's order under the *Health Protection Act*.

A failure to comply with this direction could result in a summary conviction with fines between \$500 to \$10,000 for individuals and up to \$100,000 for a corporation per incident.

This direction will remain in place for the duration of the Provincial State of Emergency unless it is terminated in writing by me earlier.

Dated July 29, 2020.

Original signed by

Hon. Chuck Porter
Minister of Municipal Affairs and Housing

Minutes of the special **Committee of the Whole** meeting held on Wednesday, January 26, 2022, at 9:03 a.m. via Zoom Teleconference in accordance with the Direction of the Minister under a Declared State of Emergency (*see attached*)

Present: District 1 – Bruce Prout, present
District 2 – Brian “Fuzzy” Connell, present
District 3 – Alan Parish, Warden, present
District 4 – Clyde Barteaux, present
District 5 – Lynn Longmire, present
District 6 – Alex Morrison, absent

It was moved by Councillor Redden, seconded by Deputy Warden Gunn, to excuse Councillor Morrison from meeting attendance requirements. Motion carried unanimously.

District 7 – David Hudson, present
District 8 – Michael Gunn, Deputy Warden, present
District 9 – Wendy Sheridan, present
District 10 – Brad Redden, present
District 11 – Diane Le Blanc, present

Also Present: CAO David Dick; Municipal Clerk Carolyn Young; other staff W. Atwell, D. Campbell, N. Comeau, C. Mason, and 1 member of the public.

Declaration of Interest

None.

Approval of Agenda (Order of the Day)

Councillor Hudson moved, seconded by Councillor Longmire, to approve the Order of the Day as circulated. Motion carried unanimously.

New Business

Re: Bridgetown Area Community Rate Review – David Dick and Nancy Comeau presented information on the background of the community rate and potential options for moving forward. It is intended to foster open discussion, with comments and questions welcome as the presentation rolls out.

Recess

10:41 a.m. – 11:00 a.m.

Re: Bridgetown Area Community Rate Review (*cont'd*)

The presentation continued, with Mr. Dick and Ms. Comeau continuing to field questions.

LUNCH

12:06 p.m. – 12:48 p.m.

Re: Bridgetown Area Community Rate Review (*cont'd*)

4-6 options were presented:

1. *Leave only Fire Department Operating Grant, and Fire Department Long Term Debt* (example on \$100,000 assessment: County from \$1,466 to \$1,492; Bridgetown from \$2,158 to \$1,650)

2. As above (*Fire Department Operating Grant, and Fire Department Long Term Debt*), **plus** Streets and Sidewalk Winter Maintenance (example on \$100,000 assessment: County from 1,466 to 1,488; Bridgetown 2,158 to 1,702)
3. As above (*Fire Department Operating Grant, and Fire Department Long Term Debt, plus Streets and Sidewalk Winter Maintenance*), **plus** Principal & Interest on buildings (example on \$100,000 assessment: County from 1,466 to \$1,488; Bridgetown from \$2,158 to \$1,735)
4. As above (*Fire Department Operating Grant, and Fire Department Long Term Debt, plus Streets and Sidewalk Winter Maintenance, plus Principal & Interest on buildings*), **plus** Principle & Interest on equipment for winter maintenance (example on \$100,000: County from \$1,466 to \$1,488; Bridgetown from \$2,158 to \$1,829)
5. Do nothing
6. No rate

Next Steps

Warden Parish invited discussion on deciding the next step – should a decision be made today or at a future meeting? It was the **consensus of those present to put off a decision until another meeting, with a date to be determined. It was also the consensus of those present to receive a recommendation from staff at that meeting.**

CAO Dick invited all councillors to submit or call with any questions or other suggested options.

Adjournment

Upon motion of Deputy Warden Gunn and Councillor Connell, the special meeting of Committee of the Whole adjourned at 1:53 p.m.

Warden

Municipal Clerk

Direction of the Minister
under a Declared State of Emergency
(Section 14 of the *Emergency Management Act*)
20-008

Under my authority in Section 14 of the Emergency Management Act, I order that this Direction (20-008) repeal and replace the Direction regarding municipal meetings issued on March 22, 2020.

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Despite this direction, municipalities and villages are still authorized to continue making other operational decisions especially those required for service delivery.

Please note that these directions are in addition to any requirements established in a Medical Officer's order under the *Health Protection Act*.

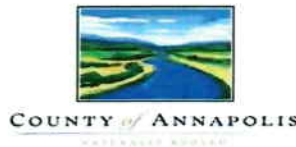
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This direction will remain in place for the duration of the Provincial State of Emergency unless it is terminated in writing by me earlier.

Dated July 29, 2020.

Original signed by

Hon. Chuck Porter
Minister of Municipal Affairs and Housing



INFORMATION REPORT

To: Committee of the Whole
Submitted by: Linda Bent, Manager of Inspection Services
Date: February 8, 2022
Subject: Community Development Update – January 2022

PLANNING

1. **Annapolis County Municipal Planning Strategy & Land Use Bylaw Review:** Council held a Special Committee of the Whole meeting with the consultant, Stantec, on January 13, 2022 to discuss the authorities of the MGA Part 8 as well as review the branding concept and public engagement strategy for the County-Wide Municipal Planning Strategy & Land Use Bylaw review. From January 17-28, 2022, the consultant conducted individual interviews with the Planning Advisory Committee to discuss land use planning and zoning issues across the municipality and within their respective districts.
2. **Habitation Community Area Advisory Committee:** Staff has completed the first draft of the Habitation Area Municipal Planning Strategy & Land Use Bylaw for review and will be distributing to the Area Advisory Committee members for review. Next meeting will be held at the call of the Chair once the committee has had time to review the draft MPS.
3. **Upper Clements Area Municipal Planning Strategy & Land Use Bylaw:** Area Advisory Committee held their second meeting on January 31, 2022.
4. **Cornwallis Park Municipal Planning Strategy & Land Use Bylaw:** Staff is in the process of creating a work plan to conduct the Municipal Planning Strategy & Land Use Bylaw review for the Cornwallis Park Area and contacting the Area Advisory Committee to set the time and date for its first meeting.
5. **East End Area Planning Strategy & Land Use Bylaw:** Staff is in the process of creating a work plan to conduct the Municipal Planning Strategy & Land Use Bylaw review for the East End Area and contacting the Area Advisory Committee to set the time and date for its first meeting.
6. **Development Agreement Discharge 54 & 58 Church Street, Bridgetown:** Municipal Council approved to discharge the development agreements at the December session of Council. Staff are preparing the appropriate documents for submission to the Registry of Deeds.

HERITAGE:

1. **St. Andrew's Anglican Church:** Heritage Advisory Committee met January 12, 2022 and are recommending to COTW for Council to approve the application for replacement of the amber window glass to clear glass.
2. **Clarence East Community Hall:** Staff is submitting a recommendation report to COTW for Council to consider forwarding an application to the Heritage Advisory Committee to review the substantial alterations to the Clarence East Community Hall. Staff have reviewed a non-substantial alteration in this application and a letter will be prepared for the Clerk.

BUILDING INSPECTION

15 building permits were issued in January 2022 with a total value of \$1,576,910.00 compared to January 2021 \$488,718; total value year to date \$38,820,886.62 compared to January 2021 \$13,017,909.24.

FIRE INSPECTION

County – 0 initial inspections, 1 re-inspections in cycle, 3 completed.

DEVELOPMENT CONTROL / SUBDIVISION APPROVALS

1. 8 development permits – 3 Cornwallis Park, 1 Upper Clements & 4 Bridgetown
2. Zoning Confirmation Letters: 6
3. Subdivision approvals: 4
4. Notice of Violation – Cornwallis Park – located a sign without approval – application received and staff are obtaining more information.
5. Notice of Violation – Cornwallis Park – operating a home occupation without approval – owner has made and has received approval.

CIVIC ADDRESS MAINTENANCE

1. 4 new civic addresses assigned and 1 deletion
2. TIR has installed the new road signs for Gesner Lane, Upper Granville
2. Work continues with the Nova Scotia Civic Address File (NSCAF) and County Civic Address database comparison.

Prepared by: _____ Linda Bent

Report Approved by: _____
David Dick, Chief Administrative Officer

MUNICIPALITY OF ANNAPOLIS COUNTY

DEVELOPMENT & BUILDING PERMIT REPORT

January 2022

PAGE 1 of 2

Total Est. Value for Jan 2022: \$1,576,910.00		Total Permits for Jan 2022: 15		Total Est. Value YTD 2021/22: \$38,820,886.62		Total Permits YTD 2021/22: 369		Total Permit Fees Rec'd Jan 2022: \$ 1,846.15	
Total Est. Value for Jan 2021: \$ 488,718.00		Total Permits for Jan 2021: 11		Total Est. Value YTD 2020/21: \$13,017,909.24		Total Permits YTD 2020/21: 275		Total Permit Fees Rec'd Jan 2021: \$ 893.39	
Total Est. Value for Jan 2022: \$1,576,910.00		Total Permits for Jan 2022: 15		Total Est. Value YTD 2021/22: \$38,820,886.62		Total Permits YTD 2021/22: 369		Total Permit Fees Rec'd Jan 2022: \$ 1,846.15	
Total Est. Value for Jan 2021: \$ 488,718.00		Total Permits for Jan 2021: 11		Total Est. Value YTD 2020/21: \$13,017,909.24		Total Permits YTD 2020/21: 275		Total Permit Fees Rec'd Jan 2021: \$ 893.39	

Month:	Year to date 21/22:	Year to date 2021:	#Permits New SFU		Estimated Value		#Permits New MFU		Estimated Value		#Permits New Cottages		Estimated Value		#Permits Add/Alt Res.		Estimated Value		#Permits Res. Access		Estimated Value		#Permits Other		Estimated Value	
			#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value	#Permits	Value
3	55	38	0	\$ 1,050,000.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00	0	\$ 0.00	3	\$ 476,910	1	\$ 5,000.00	2	\$ 0.00	80	\$ 2,139,347.00	32	\$ 113,074.30	17	\$ 75,104.00
3	55	38	5	\$ 11,642,843.60	5	\$ 1,715,000.00	25	\$ 1,764,000.00	121	\$ 4,328,821.72	121	\$ 4,328,821.72	80	\$ 2,139,347.00	80	\$ 2,139,347.00	80	\$ 2,139,347.00	80	\$ 2,139,347.00	80	\$ 2,139,347.00	80	\$ 2,139,347.00	80	\$ 2,139,347.00
3	55	38	2	\$ 7,278,500.00	2	\$ 685,000.00	12	\$ 685,000.00	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24	88	\$ 2,571,368.24

File	Name	Location	Construction	Date Permit Issued	Permit Fee Rec'd	Estimated Value
District 1:						
No permits issued this month						
YEAR TO DATE: 17						
District 2:						
RM 2021-448	Carl, Joanne & Patricia Rose	30 Shore Lane, Mount Hanley	New/SFU	January 14, 2022	\$180.49	\$250,000.00
DW 2021-451	D&T Holding Co.	731 Brooklyn Road, Brooklyn	Demolition (agriculture)	January 11, 2022	\$25.00	\$0.00
YEAR TO DATE: 43						
District 3:						
LB/DW2021-410	Blue Lagoon Holdings	58 Church Street, Bridgetown	Alt/MFU (9 unit)	January 11, 2022	\$435.00	\$400,000.00
LB/DW2022-003	Jeanine Brisbois-Crenan	17 Church Street, Bridgetown	Alt/SFU	January 11, 2022	\$85.00	\$50,000.00
RM 2022-004	V. Gordon & K. Joyce Jackson	3675 Clarence Road, Clarence East	New/SFU	January 12, 2022	\$396.85	\$500,000.00
LB 2022-005	Treeline Project Management	441 Granville Street, Bridgetown	Development Permit	January 10, 2022	\$10.00	\$0.00
YEAR TO DATE: 58						
District 4:						
No permits issued this month						
YEAR TO DATE: 24						
District 5:						
DW 2022-006	Randy Webb & Sherrie Bryden	58 Granville Road, Victoria Beach	New/Accessory	January 18, 2022	\$41.80	\$5,000.00
YEAR TO DATE: 28						
District 6:						
AD/RM2021-257	4337611 Nova Scotia Ltd	1043 Highway 1, Cornwallis Park	Alt/Commercial	January 4, 2022	\$40.00	\$5,000.00
LB/DW2021-445	David & Christine Brown	3528 Highway 1, Upper Clements	Add/Agriculture	January 4, 2022	\$49.70	\$2,000.00
LB/DW2022-001	Tripp Enterprises Ltd	726 Broadway Avenue, Cornwallis Park	Alt/Commercial	January 13, 2022	\$53.00	\$18,000.00
LB 2022-010	Eliza Desmarais	507 Harbour View Cres, Corn. Park	Development Permit	January 26, 2022	\$10.00	\$0.00
YEAR TO DATE: 40						
District 7:						
RM 2021-275	Mark Whitman	3044 Highway 201, Tupperville	Demolition (agriculture)	January 17, 2022	\$25.00	\$0.00
LB/RM2021-320	Jerry Joseph & Abraham Waldwin	6 Rink Street, Bridgetown	Alt/Commercial	January 18, 2022	\$55.00	20,000.00
YEAR TO DATE: 31						

DEVELOPMENT & BUILDING PERMIT REPORT continued

January 2022

PAGE 2 of 2

File	Name	Location	Construction	Date Permit Issued	Permit Fee Rec'd	Estimated Value
District 8: No permits issued this month YEAR TO DATE: 35						
District 9: DW 2021-414 YEAR TO DATE: 26	Joanne Csendes & Scott Clare	141 Varner Mountain Road, Nictaux South	AI/AFLU (solar panels)	January 17, 2022	\$51.91	\$28,910.00
District 10: DW 2021-450 YEAR TO DATE: 45	Reg & Kim Smith	695 Waterloo Avenue, Waterloo Lake	New/SFU	January 5, 2022	\$367.40	\$300,000.00
District 11: No permits issued this month YEAR TO DATE: 22						

* Permits Issued in Water/Sewer Served Areas



COUNTY of ANNAPOLIS
NATURALLY ROOTED

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Victoria Hamilton, Planner
Reviewed by: Linda Bent, Manager of Inspection Services/Development Officer
Approved by: David Dick, Chief Administrative Officer
Date: February 8, 2022
Subject: Municipally-Registered Heritage Property St. Andrew's Anglican Church, 579 Main St. Lawrencetown Application for Substantial Alteration

RECOMMENDATION

That municipal council approve the St. Andrew's Anglican Church application for substantial alteration to replace the amber window glass to clear glass, encouraging the applicant to retain some of the amber glass in the gothic revival windows on the north and south side of the building as much as possible, in accordance with the recommendation of the Heritage Advisory Committee.

ORIGIN

On December 14, 2021 Municipal Council referred the substantial alteration application to the Heritage Advisory Committee for input on changing the glass in the windows from amber to clear. The Heritage Advisory Committee met on January 12, 2022 to discuss the substantial alteration application request, where a motion was carried unanimously. The motion that was passed in relation to the substantial alteration is as follows:

A. Crossman moved, seconded by W. Sheridan, to recommend to Municipal Council to approve the application for replacement of the amber window glass to clear glass. Committee would encourage the applicant to retain some of the amber glass in the gothic revival windows on the north and south side of the building as much as possible.

LEGISLATIVE AUTHORITY FOR THE REVIEW PROCESS

Heritage Property Act Section 17 (4)
Heritage Property Act Section 17 (5)
Heritage Property Act Section 17 (6)
Heritage Property Act Section 18 (3)

DISCUSSION (OPTIONS FOR CONSIDERATION)

Upon receipt of a favourable recommendation and after council approval the applicant could commence the restoration. The options available to Municipal Council are council has the authority to reject the recommendation from the Heritage Advisory Committee outright. The second option would require council to accept the written recommendation from the Heritage Advisory Committee. The third option would require council to create their own recommendation based on the substantial alteration request with or without conditions. The Heritage Property Act 17 (4) states that the heritage advisory committee shall submit a written report and recommendation to the municipality respecting the heritage property. Additionally, the Heritage Property Act 17 (5) states that the municipality may grant the application either with or without conditions or may refuse it.

FINANCIAL IMPLICATIONS:

There are no financial implications regarding this application.

SCHEDULES

- 1) Site map of the property,
- 2) Street view photo of property,
- 3) Photo of windows,
- 4) Draft letter of approved substantial alterations.

NEXT STEPS

Based on council's approval the applicant could commence there restoration project. The Heritage Property Act 17 (6) states that the municipality shall advise the applicant of its determination, meaning a letter from the clerk will be written with the decision on the substantial alteration request to change the glass in the windows from amber to clear. If the recommendation is rejected, under the Heritage Property Act Section 18 (3), the property owner may, notwithstanding Section 17, make the alteration at any time after three years from the date of the application, but not more than four years after the date of the application.

Report Prepared by: *Victoria Hamilton*

Victoria Hamilton
Planner

Report Reviewed by: *Linda Bent*

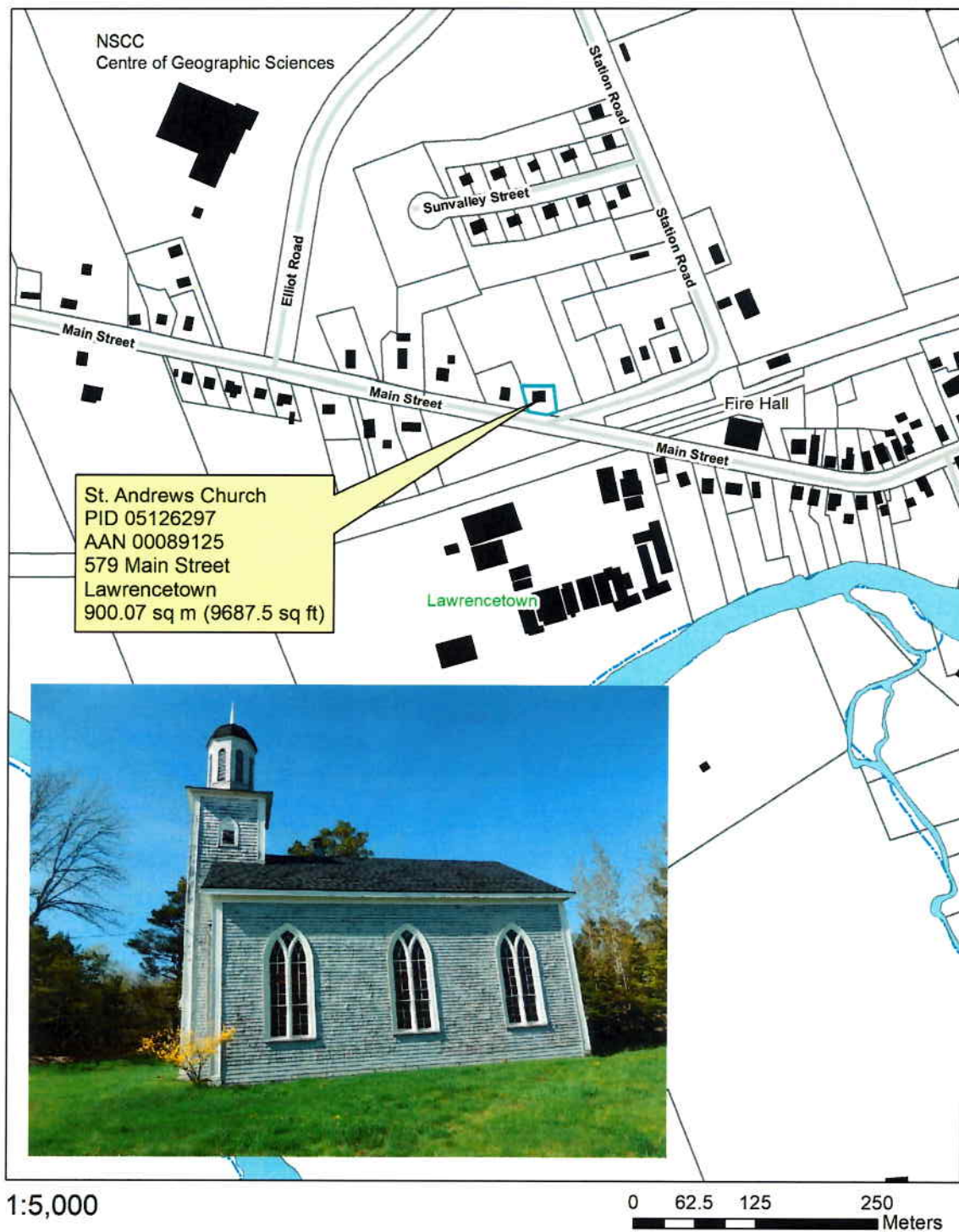
Linda Bent
Manager of Inspection Services/Development Officer

Report Approved by:

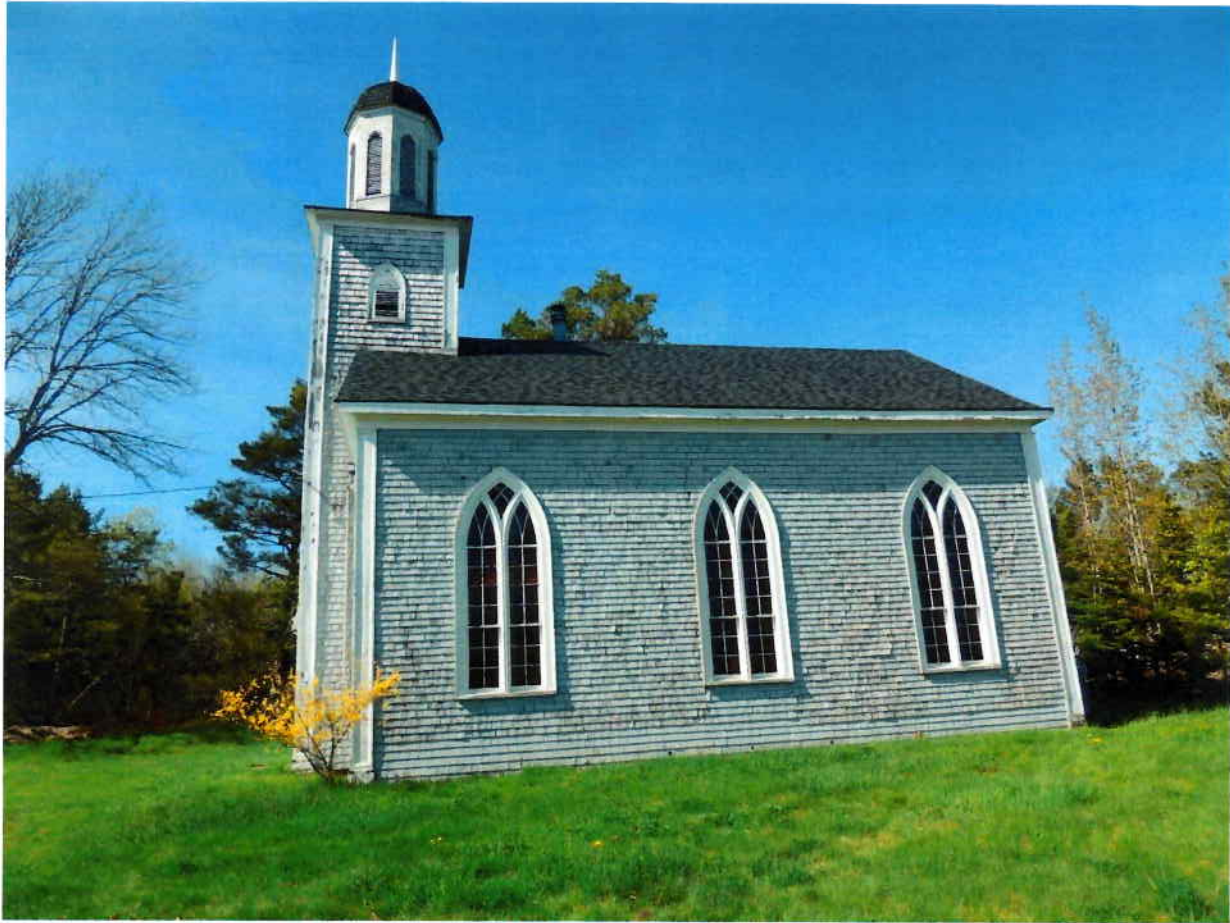


David Dick, CPA CA
Chief Administrative Officer

Schedule 1



Schedule 2



Schedule 3



Schedule 4

January xx, 2022

Our File No.: 66400-30 St. Andrew's Anglican Church

Gerrit Bijl & Maureen Bell
579 Main Street
Lawrencetown, NS
B0S 1M0

gerrit@zebrasigns.com

Dear Mr. Bijl & Ms. Bell:

Re: Approval on Substantial Alterations to the St. Andrew's Anglican Church, Municipal Registered Heritage Property (579 Main Street, Lawrencetown)

Your *Application for Changes to a Registered Heritage Property* dated October 27th, 2021 was referred to Council and the Heritage Advisory Committee for recommendation.

A favourable recommendation was provided by the Heritage Advisory Committee and upon review of the recommendation council approved the following resolution:

To approve the application for replacement of the amber window glass to clear glass. Committee would encourage the applicant to retain some of the amber glass in the gothic revival windows on the north and south side of the building as much as possible.

Coming from the approach of conservation, the replacement work must be physically and visually compatible to ensure the essential form and integrity of a historic place will not be impaired if the work is undone in the future. It would appear that the replacement of the amber glass to clear glass in the window on the north and south side of St. Andrew's Anglican Church can be conducted in a manner sympathetic to the historical character-defining elements of the registered heritage property.

This letter will serve as notice of approval to commence the outlined changes.

Thank you for your dedication to preserving this municipal heritage property, and we wish you all the best in undertaking this project.

Yours truly,

Carolyn Young,

Municipal Clerk

CAY/

Cc: Victoria Hamilton, Planner (vhamilton@annapoliscounty.ca)



RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Dawn Campbell, Director of Legislative Services
Approved by: David Dick, Chief Administrative Officer
Date: February 8, 2022
Subject: Approve *Regional Emergency Management Bylaw, Inter-municipal Agreement and Letter to the Minister*

RECOMMENDATIONS

1. THAT Municipal Council give first reading to approve the *C6 Regional Emergency Management Bylaw* as circulated.
2. THAT Municipal Council approve the Inter-municipal Emergency Services Agreement as circulated.
3. THAT Municipal Council approve forwarding the letter of request to the Minister Responsible for Emergency Management (Honourable John Lohr).

LEGISLATIVE AUTHORITY

Emergency Management Act, S.N.S 1990, c.8; Section 60 of the *Municipal Government Act*, as amended.

BACKGROUND

For many years the Annapolis Regional Emergency Management Organization has sought to update their respective Regional Emergency Management Bylaws and Inter-municipal Emergency Services Agreement. Confusion as to the meaning the Minister's designation in 2009 of the towns of Annapolis Royal, Bridgetown and Middleton and the Municipality of the County of Annapolis as one municipality for the purposes of emergency management has made this a complicated process. Recent advice and guidance from the Emergency Management Preparedness Officer for Region 4 has facilitated a solution. Submission of the new bylaw and inter-municipal agreement, along with a letter to the Minister requesting formal designation as outlined in the new bylaws and agreement, should alleviate any confusion for all parties going forward.

FINANCIAL IMPLICATIONS

A revised base amount is included in the funding formula of the Inter-municipal Agreement. It is proposed to commence in the next fiscal year.

POLICY IMPLICATIONS

N/A

ALTERNATIVES / OPTIONS

- Continue to use current bylaws (2007)
- Continue to follow intermunicipal agreement ratified on September 20, 2005

NEXT STEPS

Letter to Minister – once approved by all member municipalities can be signed for inclusion in package to the Minister

Inter-municipal Agreement – once approved by all member municipalities can be signed for inclusion in package to the Minister

Bylaw – each member municipality must approve its own, separate bylaw. Each bylaw must be approved in accordance with statutory requirements – two readings / two publications. Unlike most other municipal bylaws, emergency management bylaws additionally require ministerial approval prior to coming into effect.

ATTACHMENTS

C6 Reg Emergency Management Bylaw (per Advisory Committee on Feb. 1, 2022)

Inter-municipal Emergency Services Agreement (per Advisory Committee on Feb. 1, 2022)

Letter to Minister Responsible for Emergency Management (per Adv. Comm. on Feb. 1, 2022)

Report Prepared by: Dawn Campbell

Dawn Campbell, Director of Legislative Services and HR

Report Approved by:  _____

CAO David Dick, CPA, CA

C6 Regional Emergency Management Bylaw

The Council of the Municipality of the County of Annapolis pursuant to section 10(1)(a) *Emergency Management Act*, S.N.S.1990, c.8, enacts as follows:

SHORT TITLE

1. This bylaw shall be known as the "*C6 Regional Emergency Management Bylaw*."

DEFINITIONS

2. In this Bylaw words and phrases have the same meaning as in the *Emergency Management Act* or as provided below:
 - (a) "Act" means the *Emergency Management Act*, S.N.S. 1990, c.8;
 - (b) "Agent" means a person(s), company or any other organization employed to act on behalf of the Municipality of the County of Annapolis;
 - (c) "Agreement" means an inter-municipal agreement entered into pursuant to section 10(1)(c) of the *Act*, and section 60 of the *Municipal Government Act* between the Municipality of the County of Annapolis and the Towns of Annapolis Royal and Middleton;
 - (d) "CAO" means Chief Administrative Officer of the Municipality of the County of Annapolis in accordance with the *MGA*;
 - (e) "Council" means the Municipal Council of the Municipality of the County of Annapolis;
 - (f) "Councillor" means a member of the County of Annapolis Municipal Council;
 - (g) "Emergency" has the same meaning as in the *Emergency Management Act*;
 - (h) "Regional Emergency Management Advisory Committee" means the Advisory Committee established pursuant to s. 10(1)(d) of the *Act*;
 - (i) "Regional Emergency Management Coordinator" means the employee or contractor of the Host Unit responsible to coordinate plans and responses related to an emergency;
 - (j) "Regional Emergency Management Organization" means the organization required pursuant to s. 10(1)(b) of the *Act*;
 - (k) "Regional Emergency Management Plans" has the same meaning as in the *Emergency Management Act*;
 - (l) "Regional Emergency Management Planning Committee" means a committee comprising public sector staff and not-for-profit personnel with a mandate to provide advice to the Regional Emergency Management Coordinator and the Regional Emergency Management Advisory Committee;
 - (m) "MGA" means the *Municipal Government Act*, S.N.S., 1998 c.18, as amended;
 - (n) "Municipality" means the Municipality of the County of Annapolis;
 - (o) "State of Local Emergency" means a state of local emergency declared by the Municipality of the County of Annapolis pursuant to the *Act* and enabling regulations, and this Bylaw.
 - (p) "Warden" means the Warden of the Municipality of the County of Annapolis.

DECLARING A STATE OF LOCAL EMERGENCY

3. In accordance with the *Act*, Council may declare a State of Local Emergency when satisfied that an emergency exists or may exist in all or any area of the Municipality.
4. In accordance with the *Act*, if Council is unable to act promptly the Warden may declare a State of Local Emergency.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

5. In accordance with Section 10 of the *Act* and with this Bylaw, the Municipality of the County of Annapolis may enter into an Agreement with the Towns of Annapolis Royal and Middleton to form a Regional Emergency Management Organization (REMO). With an Agreement in effect, a Regional Emergency Advisory Committee shall act in the stead of the Municipality's Emergency Advisory Committee. Similarly, a Regional Emergency Management Planning Committee and a Regional Emergency Management Coordinator will act in place of a Municipal Committee and Coordinator.
6. An Emergency may be declared a State of Local Emergency by the Council or by the Warden in accordance with the *Act* regardless of whether the State of Local Emergency is exclusive to the Municipality.
7. The Chief Administrative Officer shall appoint a staff member to serve as a liaison to the Regional Emergency Management Planning Committee.
8. Once the State of Local Emergency is declared, the Warden may authorize the Advisory Committee to act in their stead during the declared State of Local Emergency per subsection 15(1)(b) of the *Emergency Management Act* and section 60 of the *Municipal Government Act*.
9. Cost-recoveries shall be in accordance with an approved inter-municipal agreement.

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION AGREEMENT

10. The Council hereby authorizes the establishment of a REMO pursuant to an agreement per section 10 of the *Act*.
11. Without limitation, an inter-municipal agreement shall contain provisions respecting:
 - (a) the composition and role of a Regional Emergency Advisory Committee;
 - (b) the terms of engagement and responsibilities of a Regional Emergency Management Coordinator; and
 - (c) the composition and role of a Regional Emergency Management Planning Committee.

DUTIES DURING AN EMERGENCY

12. Following the activation of any emergency plan or a declaration of a State of Local Emergency:
 - (a) Every Councillor shall advise the Warden as to their location and how they may be contacted;
 - (b) Every employee and agent of the Municipality who has a role in such emergencies as assigned in the Regional Emergency Management Plans, shall:
 - i. advise the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be, of their location and how they may be contacted; and
 - ii. fulfill such duties as may be prescribed by the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be.

REPEAL AND REPLACE

13. Previous and all other versions of this Bylaw are repealed and replaced by this new version.

Certification

I hereby certify that this bylaw was adopted at a regular meeting of the County of Annapolis Municipal Council on _____, 2022 and received Ministerial Approval on _____, 2022.

Carolyn Young, Municipal Clerk

Bylaw Adoption	
First Reading:	PENDING
Advertisement - Notice of Consideration:	PENDING
Second Reading:	PENDING
Advertisement - Council Approval:	PENDING
Ministerial Approval:	PENDING
Final Publication & Effective Date:	PENDING

AN INTERMUNICIPAL EMERGENCY SERVICES AGREEMENT

THIS INTERMUNICIPAL SERVICE AGREEMENT is made in triplicate and sets forth a framework for a Regional Emergency Management Organization on this ____ day of _____, 2022.

BETWEEN:

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS (hereinafter “the County”), a municipal body corporate pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c.;

-and-

TOWN OF ANNAPOLIS ROYAL (hereafter “Annapolis Royal”), a municipal body corporate pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c.;

-and-

TOWN OF MIDDLETON (hereafter “Middletown”), a municipal body corporate pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c.;

(collectively the “parties hereto”).

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units (PMU), and for the delegation of service delivery to a party to an agreement;

WHEREAS the parties hereto previously executed an inter-municipal agreement on March 2, 2017, to provide for a coordinated joint municipal response to an emergency occurring within any PMU;

WHEREAS a cooperative partnership has been established operating under the name Annapolis Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the parties hereto in accordance with Section 60 of the *Municipal Government Act* and Section 10 of the *Emergency Management Act*;

WHEREAS the parties hereto desire to develop a regional emergency response plan that includes complementary regional emergency management bylaws, a common risk assessment plan and Memoranda of Understanding with other interested parties;

WHEREAS the parties hereto agree to appoint and purchase the services from the County as the Host Unit to provide management of the service, to ensure operational efficiency and accountability to the participating municipalities;

WHEREAS the parties hereto agree that this regional initiative will include having a Regional Emergency Management Coordinator (an employee or contractor of the Host Unit); a Regional Emergency Management Advisory Committee (comprised of elected officials of each participating municipality); and a Regional Emergency Management Planning Committee (comprised of public sector staff and regional not-for-profit personnel);

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all participating municipalities, the parties hereto mutually covenant and agree with each other as follows:

DEFINITIONS

1. In this Agreement words and phrases have the same meaning as in the *Emergency Management Act* or as provided below:
 - (a) **CAO** means Chief Administrative Officer, and has the same meaning as in the *Municipal Government Act* or successor legislation as may be enacted from time to time;
 - (b) “Councils” means the Councils of the participating municipalities;
 - (c) **Emergency Management Act (Act)** means *Emergency Management Act*, S.N.S., 1990, c. 8, as amended;
 - (d) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
 - (e) **Host Unit** means the participating municipality authorized by the parties hereto to provide general management and administration of regional emergency services including but not limited to accounting, legal, human resource and administrative oversight in accordance with this Agreement;
 - (f) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
 - (g) **Participating Municipalities** means, collectively, the parties hereto;
 - (h) **Regional Emergency Management Advisory Committee (Advisory Committee)** means the Warden / Mayors (or their designate) and one member of Council of each participating municipality;
 - (i) **Regional Emergency Management Coordinator (Coordinator)** means the employee or contractor of the Host Unit responsible to coordinate plans and responses related to an emergency;
 - (j) **Regional Emergency Management Organization (REMO)** means the Advisory Committee, the Coordinator and the Planning Committee, and collectively is the municipal emergency management organization for the participating municipalities;
 - (k) **Regional Emergency Management Planning Committee (Planning Committee)** means the committee comprising of public sector staff and not-for-profit personnel detailed in “Schedule B”; and
 - (l) **Special Resolution** means a motion introduced at a duly convened meeting that is passed by a majority of the participating municipalities including the County.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the Inter-municipal Services Agreement signed on March 2, 2017.
3. The participating municipalities hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

DECLARING A STATE OF LOCAL EMERGENCY

4. In accordance with the *Emergency Management Act*, a Council or Councils of the parties hereto may, when satisfied that an Emergency exists or may exist in all or any area of their Municipality, declare a State of Local Emergency.
5. If a Council(s) is unable to act promptly, in accordance with Section 12 of the *Act* the Warden or Mayor of those municipalities may declare a State of Local Emergency.
6. Once the State of Local Emergency is declared, the Warden and Mayors of the participating municipalities may authorize [pursuant to Section 15(1)(b) of the *Act* and section 60 of the *Municipal Government Act*] the Regional Advisory Committee to act in their stead during the declared State of Local Emergency.
7. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the participating municipality objects to the assignment of costs, the Advisory Committee shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

8. An Emergency may be declared a State of Local Emergency by the Council or the Warden / Mayor of the parties hereto in accordance with the *Emergency Management Act* regardless of whether the State of Local Emergency is wholly or in part specific to their municipality.
9. In accordance with Section 10 of the *Emergency Management Act*, the parties hereto agree to appoint and maintain an Advisory Committee comprised of elected officials to advise on the development of regional emergency management plans.
10. In accordance with Section 24 of the *MGA*, the Advisory Committee shall serve as an advisory committee to the councils of the participating municipalities and shall make joint recommendations to the respective councils.
11. The Advisory Committee shall operate in accordance with the terms of reference appended to this Agreement as "Schedule A."
12. The Advisory Committee shall have the authority to approve budget reallocations if the total budget is not exceeded and an allocation does not involve the acquisition of a tangible capital asset or long-term debt.
13. The Regional Emergency Management Advisory Committee shall be considered as acting in the stead of an Emergency Management Advisory Committee for each participating municipality, thereby meeting the requirements of Section 10(1)(d) of the *Emergency Management Act*.
14. The Regional Emergency Management Planning Committee shall be considered as acting in the stead of an Emergency Management Planning Committee for each participating municipality.
15. The Regional Emergency Management Coordinator shall be considered as acting in the stead of an Emergency Advisory Coordinator for each participating municipality, thereby meeting the requirements of Section 10(1)(c) of the *Emergency Management Act*.

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16. With the exception of the Host Unit, each of the other parties hereto shall appoint a municipal staff member to serve as a liaison between their respective municipality and the Regional Emergency Management Coordinator.

REMO GOVERNANCE

17. The parties hereto agree that enactment of REMO-related policies and bylaws shall be designed to be, to the extent possible, complementary policies and bylaws which require adoption of by each participating municipality pursuant to the *MGA*.
18. The Chief Administrative Officer (or designate) of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement including:
 - a) general management and administration of regional emergency services;
 - b) supervision and management of the Regional Emergency Management Coordinator;
 - c) administration of the REMO budget; and
 - d) financial reporting.
19. The CAO's (or designates) of the participating municipalities shall jointly develop and approve the job description for the Regional Emergency Management Coordinator. The job description shall be reviewed annually in March.
20. The participating municipalities agree that the Municipality of the County of Annapolis is the Host Unit pursuant to this Agreement. Any subsequent change to the Host Unit appointment must be made by Special Resolution passed by a majority of the participating municipalities including the County.
21. The Host Unit shall:
 - a) procure goods and services, in accordance with the procurement requirements *Public Procurement Act*, 2011, c.12;
 - b) maintain accounts for the financial administration and record keeping of the REMO and provide budget / expenditure updates to the Advisory Committee and CAO's of participating municipalities on a semi- annual basis;
 - c) convene a minimum of two meetings per year of the CAO's (or designates) of participating municipalities to review work plans, progress reports and expenditure reports prepared by the Host Unit with such meetings to be held in advance of the applicable Advisory Committee meetings; and
 - d) execute contracts including equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

22. The Host Unit shall employ or contract for the services of a Regional Emergency Management Coordinator on a part-time basis in accordance with this Agreement.
23. The Regional Emergency Management Coordinator is an employee or contractor of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
24. The Regional Emergency Management Coordinator shall report to the CAO (or designate) of the Host Unit.

25. The Host Unit will provide office space for the Regional Emergency Management Coordinator on a cost-recovery basis while the remaining participating municipalities will provide as-needed office space *gratis*.
26. Should the position of the Regional Emergency Management Coordinator become vacant it will be the responsibility of the CAO of the Host Municipality to fill the vacancy in accordance with the hiring policies of the Host Municipality. The selection committee shall consist of the CAO's of the participating municipalities.

REGIONAL EMERGENCY PLANNING COMMITTEE

27. The parties hereto agree that REMO shall form and maintain a Regional Emergency Management Planning Committee in accordance with the terms of reference appended hereto as "Schedule B."

TERM AND TERMINATION

28. The term shall commence on the date of execution of this Agreement and continue year over year subject to annual reviews for contract adjustments that will be considered by councils of participating units no later than December 31st each year.
29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.
30. Upon termination of this Agreement, the current assets and liabilities of the REMO are vested in the participating municipalities to the Agreement at the time of termination in proportion to their contributions to the REMO budget.

WITHDRAWAL

31. A participating municipality may withdraw from this Agreement at the beginning of any fiscal year by providing written notice to the other participating municipalities a minimum of twelve (12) months in advance of the commencement of the fiscal year in which they intend to withdraw.
32. Any party withdrawing from this Agreement remains responsible for their proportionate share of any liabilities of the REMO incurred up to the date of the withdrawal as well as any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
33. The remaining participating municipalities shall not be financially responsible for costs incurred by a withdrawing municipality as a result of the withdrawal.

REMO ACTIVATION

34. REMO shall be activated by the Host Unit at the request of any participating municipality.
35. REMO shall be activated by the Host Municipality at the request of an Incident Commander should an incident occur where the size, potential hazard or seriousness appears beyond the capacity of the first response agencies.
36. The Regional Emergency Management Coordinator shall initiate the response through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.

37. The regional Emergency Coordination Centre shall be located within the Municipality of the County of Annapolis Administration Building located at 752 St. George Street, Annapolis Royal.
38. An alternate Emergency Coordination Centre shall be located within the Town of Middleton Administration Building located at 131 Commercial Street, Middleton.
39. The Regional Emergency Management Coordinator is responsible for ensuring that Nova Scotia Emergency Management Organization (NSEMO) is informed of any activation of REMO.

REMO OPERATION

40. Under the direction of the ECC Manager (CAO), the Regional Emergency Management Coordinator is responsible for resource coordination for emergency response operations in accordance with the approved Regional Emergency Management Plan.

FINANCIAL OPERATIONS

41. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.
42. The parties shall share the cost of the operations of the REMO based on a contribution of \$5,500 annually from each Town and the County, and the remainder of the annual budget divided proportionally based upon current uniform assessments and population (*See sample per "Schedule C."*)
43. The actual dollar contribution of the Municipalities shall be based on the annual expenditures of the REMO. The Host Unit shall annually invoice the other participating municipalities for their share of the annual expenses following the end of the fiscal year.
44. The REMO budget shall be submitted for review by the Advisory Committee prior to February 28 of the fiscal year prior to the fiscal year of the recommended budget. The Advisory Committee shall make a recommendation to municipal councils regarding the proposed budget.
45. If REMO requires additional money for any purpose, such increase is subject to prior approval by all parties.
46. Any participating municipality may request resources from the other parties as required, to be provided at cost to the requesting municipality.
47. Where an emergency event does not involve all participating municipalities and any participating municipality objects to the application of the operating cost-sharing formula, the Advisory Committee shall consider and recommend an alternate cost-sharing formula; and if not agreed by all parties hereto, the dispute provisions of this Agreement shall prevail.

DISPUTE RESOLUTION

48. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any participating municipality may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties

will refer the choice of arbitrator to the Supreme Court in accordance with Section 12 of the *Commercial Arbitration Act* (Nova Scotia). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the *Commercial Arbitration Act*. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

NOTICE

49. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

Chief Administrative Officer,
Municipality of the County of Annapolis
PO Box 100, 752 St. George Street, Annapolis Royal, NS B0S 1A0

Chief Administrative Officer,
Town of Annapolis Royal
PO Box 310, 285 St. George Street, Annapolis Royal, NS B0S 1A0

Chief Administrative Officer,
Town of Middleton
PO Box 340, 131 Commercial Street, Middleton, NS B0S 1P0

APPLICABLE LAW

50. The laws governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the laws of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

SEVERABILITY

51. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

WAIVERS AND AMENDMENTS

52. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended except by express written provision of such amendment by all parties hereto.

FURTHER ASSURANCES

53. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

TIME

54. Time shall in all respects be of the essence in this Agreement.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, estates and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

SIGNED AND SEALED

in the presence of:

) **TOWN OF ANNAPOLIS ROYAL**
)
 _____) Per: _____, Mayor
)
)
 _____) Per: _____, Clerk
)

) **TOWN OF MIDDLETON**
)
 _____) Per: _____, Mayor
)
)
 _____) Per: _____, Clerk
)

) **MUNICIPALITY OF THE COUNTY OF ANNAPOLIS**
)
 _____) Per: _____, Warden
)
)
 _____) Per: _____, Clerk
)

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Terms of Reference – Regional Emergency Management Advisory Committee

Background	Under s. 10(1)(d) of the <i>Nova Scotia Emergency Management Act</i> , municipalities are required to “appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans”.
Mandate	Advise on the development of the Regional Emergency Management Plan(s) and brief / advise Council(s)
Duties / Responsibilities	<ul style="list-style-type: none">• Exercise all powers necessary as delegated to the Committee once a declaration has been made [Sections 6 and 7 <i>IMSA</i>] and as conferred by the <i>Emergency Management Act</i>• Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to an agreement, the Warden / Mayor may authorize the Advisory Committee to act in their stead during the declared State of Local Emergency per subsection 15(1)(b) of the <i>Act</i>.• If required, renew the State of Local Emergency declaration every seven (7) days• During a State of Local Emergency, advise and continually update Municipal Councils on the current emergency situation• To consider and recommend to Councils any plan amendments proposed by the Regional Emergency Management Coordinator or the Regional Emergency Management Planning Committee• Support and approve regional emergency management plans
Chair	The Chairperson of the Annapolis Regional Emergency Management Advisory Committee shall be determined by the Committee at the first meeting of each calendar year
Composition / Term	<p>The Regional Emergency Management Advisory Committee shall be comprised of the Warden / Mayors (or their designate) and one member of Council of each participating municipality [per <i>Inter-municipal Services Agreement</i>]</p> <p>The Municipal Council representatives on the Advisory Committee shall be appointed for two-year terms of office which align with the dates of general municipal elections</p> <p>The Regional Emergency Management Coordinator (and Alternate Regional Emergency Management Coordinator) shall attend Advisory Committee meetings in the capacity of staff support person(s); and pursuant to Section 31(2)(a) of the <i>Municipal Government Act</i>, CAO's from participating municipalities may attend and make observations and suggestions.</p>
Meeting Quorum	<p>The committee shall meet at such time and place which it sets at a preceding meeting <u>or</u> at such other time and place as the committee's chairperson or a quorum of committee members may set by providing notice of meeting to all committee members at least 5 business days in advance.</p> <p>A quorum of the committee shall be a majority (more than half) of the members appointed by Municipal Council at the time the meeting occurred and including at least one representative from each participating municipality.</p>
Agenda / Minutes	<p>A recording secretary shall be provided by the host municipality.</p> <p>All agenda items must be forwarded to the chairperson and recording secretary at least ten (10) working days prior to the next scheduled meeting. The agenda and related documents will be provided to meeting participants at least three (3) working days prior to a scheduled meeting.</p>

Terms of Reference – Regional Emergency Management Planning Committee

Background	<p>The purpose of a Regional Emergency Management Organization is to plan for emergencies and coordinate emergency response. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the chances of an effective response and organized recovery from the emergency.</p> <p>Annapolis REMO has been formed pursuant to Sections 9(b) and 10(1)(b) of the <i>Nova Scotia Emergency Management Act</i>, and through an Inter-municipal Services Agreement enabled under s. 60 <i>Municipal Government Act</i>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee should be formed to provide advice and guidance relative to emergency planning.</p>
Mandate	<p>The role of the Regional Emergency Management Planning Committee is to:</p> <ul style="list-style-type: none">• provide interactive and effective communication between municipal staff / officials and emergency response stakeholders on matters of Emergency Management;• promote education and training for emergency preparedness; and• offer advice to the Regional Emergency Management Coordinator and the Regional Emergency Management Advisory Committee.
Duties / Responsibilities	<p>The Regional Emergency Management Planning Committee shall be responsible for recommending procedures for maintaining a reasonable state of preparedness for emergencies and assisting the Regional Emergency Management Coordinator in the preparation and coordination of regional emergency management plans. Specifically, the Committee will:</p> <ul style="list-style-type: none">• contribute to the identification of risks arising from emergencies;• provide information and expertise relating to the occurrence and mitigation of potential emergencies;• participate in the continuous improvement of the Regional Emergency Management Plan through monitoring, review and development. (as coordinated by the Regional Emergency Management Coordinator);• test components of the Regional Emergency Management Plan through the development and participation in emergency exercises; and• advise the Regional Emergency Management Advisory Committee on development and amendment of Regional Emergency Management Plan(s).
Chair	<p>The Regional Emergency Management Coordinator shall be the chair of the Regional Emergency Management Planning Committee.</p>
Schedule of Meetings	<ul style="list-style-type: none">• Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee;• After a major emergency or incident that required the use of the Regional Emergency Management Plan;• When significant amendments have been made to the Regional Emergency Management Plan; and• Upon identification of a new risk or hazard.
Committee Membership	<p>The Regional Emergency Management Planning Committee shall consist of municipal staff and representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency (<i>See further - Regional Emergency Management Plan</i>).</p>

INTERMUNICIPAL EMERGENCY SERVICES AGREEMENT
SCHEDULE C – SAMPLE BUDGET

DATE 2022

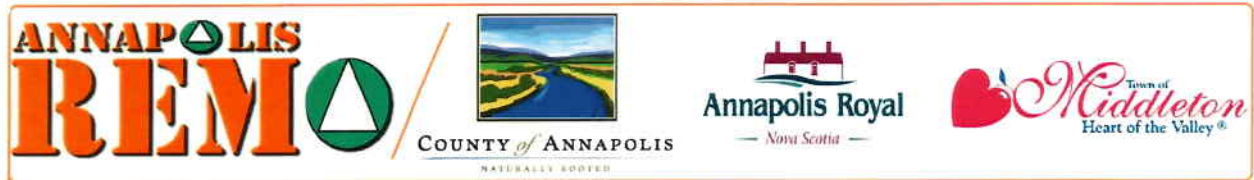
Emergency management (REMO)	BUDGET 202X-2X
6005 Wages/salaries (part time/term)	33,600
6010 Benefits	8,736
6020 Training/education	3,000
6031 Kilometric allowances	550
6033 Meal allowances	150
6035 Hotel accommodations	350
6040 Professional membership dues/fees	200
6050 Office supplies	100
6070 Photocopying supplies	120
6080 Advertising	300
6110 Telephone/fax	350
6120 Publications	200
6150 Meeting expenses	150
6170 Promotion	250
7500 Equipment maintenance	1,000
8010 Operational materials/supplies	2,000
8110 Contracts / Agreements (includes Exercises / Emergency Events)	11,000
8130 Licenses/Permits	250
	\$62,306

2022-23 projected expenses	62,306	
Less: Base Contributions Per Inter-municipal Agreement	10,500	(Each municipality pays \$3,500)
	\$51,806	

Remaining Expense Allocations Based on 50% UA / 50% Population	UA	Percentage	Population	Percentage	Averaged Percentage	\$
County of Annapolis	1,216,106,430	87	20,590	90	88.4	45,805
Town of Middleton	111,501,434	8	1,832	8	8.0	4,137
Town of Annapolis Royal	70,660,149	5	491	2	3.6	1,864
	\$1,398,268,013	100	22,913	100	100	\$51,806

TOTAL PROJECTED MUNICIPAL CONTRIBUTIONS						
County	\$49,305	79.13				
Middleton	\$7,637	12.26				
Annapolis Royal	\$5,364	8.61				
	\$62,306	100				

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DATE

Honourable John Lohr
Department of Municipal Affairs & Housing /
Minister Responsible for the Office of Emergency Management
14th Floor North, Maritime Centre
1505 Barrington Street
P.O. Box 216 Halifax, NS B3J 2M4

Dear Minister Lohr:

The three municipalities in Annapolis County, comprised of the Municipality of the County of Annapolis, and the Towns of Middleton and Annapolis Royal (participating municipalities), have been working together as a Regional Emergency Management Organization (REMO) since 2005. It is the intent of these participating municipalities to continue the implementation of a Regional Emergency Management Organization in Annapolis County.

The Regional Emergency Management Advisory Organization has been providing coordination of emergency management planning and response on behalf of municipalities in Annapolis County since April 2009. Accordingly, pursuant to Section 9(b) of the *Emergency Management Act*, the participating municipalities request to be designated as one municipality for the purposes of the *Act*.

Currently the participating municipalities are collaborating to prepare updated complementary emergency management bylaws and a new inter-municipal agreement. It is anticipated that these documents will be approved by all participating municipalities very soon and submitted for review / approval. In accordance with Section 9(b) of the *Emergency Management Act*, we would respectfully request your authorization for the respective responsibilities outlined in these documents.

Sincerely,

Amery Boyer,
Mayor, Town of Annapolis Royal

Sylvester Atkinson,
Mayor, Town of Middleton

Alan Parish,
Warden, Municipality of the County of Annapolis

cc: Annapolis County CAO's
Andrew Mitton, NS EMO Preparedness Officer – Western Region



COUNTY of ANNAPOLIS
NATURALLY ROOTED

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Brendan Lamb, Planner
Reviewed by: Linda Bent, Manager of Inspection Services
Approved by: David Dick, Chief Administrative Officer
Date: February 8, 2022
Subject: Appointment of Victoria Hamilton as Development Officer for the Municipality of the County of Annapolis

RECOMMENDATION

That Municipal Council appoint Victoria Hamilton as a Development Officer for the Municipality of the County of Annapolis to administer the Municipality's Land Use Bylaws and Subdivision By-law.

ORIGIN

In the fall of 2021 Council hired two planners with the expectation that they would be appointed Development Officers. With the anticipated adoption of the County-Wide Municipal Planning Strategy (MPS) and Land Use Bylaw (LUB), the Community Development department is expecting an increase in the number of development permits the Municipality receives for processing. Appointing new Development Officers and familiarizing them with the process prior to the increase in permits, will be the first steps in preparing the Municipality for the adoption of the County Wide MPS and LUB.

LEGISLATIVE AUTHORITY

MGA Section 243 (1)

BACKGROUND

Under the *Municipal Government Act (MGA)* Council must appoint a Development Officer to administer their Land Use Bylaws and Subdivision Bylaw. Only an appointed Development Officer can review, grant, refuse or discharge a development permit, variance, site-plan, tentative or final plan of subdivision or concept plan. It is the opinion of staff that the completion of the County Wide MPS and LUB review will result in a significant increase in the amount of development permits the municipality will receive.

As set out in Section 245 of the *MGA* a municipality must assess a development permit for completeness and give notification of incompleteness within fourteen (14) days and approved within thirty (30) days or they are deemed rejected. If a development permit is deemed rejected due to a failure of the municipality to meet the deadlines set out within the *MGA*, the applicant can appeal the rejection through the Utility and Review Board. A repeal process will require the municipality to file a complete appeal record with the Board, and any other person as the Board may require, within fourteen (14) business days of the municipality being notified by the Board of the appeal, followed by a hearing (Section 247 (3): Appeals to the Board).

It is the opinion of staff that to ensure the municipality can process the increase in development permits and prevent any financial and time costs due to avoidable hearings with the Utility and Review Board, Council should appoint Victoria Hamilton as a Development Officer for the Municipality.

DISCUSSION

By appointing Victoria Hamilton as a Development Officer for the Municipality of the County of Annapolis, Council grants her the ability to administer the Municipality's Land Use Bylaws and Subdivision Bylaw. Increasing the number of appointed Development Officers will allow the Municipality to review, grant, refuse or discharge a larger number of development permits, variances, site-plans, tentative or final plans of subdivision or concept plans more quickly.

FINANCIAL IMPLICATIONS

Costs associated with the appointment may include out of office training through annual development officer conferences but most training will occur in-house. Costs associated with additional training, as mention, will be included in the operating budget.

POLICY IMPLICATIONS

None known.

ALTERNATIVES

The options available to Municipal Council are to appoint or not to appoint Victoria Hamilton as Development Officer for the Municipality in preparation for the adoption of the County-Wide Municipal Planning Strategy and Land Use By-law.

Another option available to Council is the continued reliance on the current Development Officers to administer the Land Use Bylaws and Subdivision Bylaw. If the number of development permits to be process by the Municipality increases, relying on a single development officer could result in development permits failing to be approved within the time limits set out within the *Municipal Government Act*.

NEXT STEPS

Once appointed by Council, a Development Officer can begin the process of reviewing, granting, refusing or discharging a development permit, variance, and site-plan, tentative or final plan of subdivision or concept plan received by the municipality.

ATTACHMENTS


N/A

Report Prepared by: Brendan Lamb

**Brendan Lamb, BCD
Planner**

Report Reviewed by: Linda Bent

Linda Bent, Manager of Inspection Services

Report Approved by:  _____

David Dick, CAO



COUNTY of ANNAPOLIS
NATURALLY ROOTED

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Brendan Lamb, Planner
Reviewed by: Linda Bent, Manager of Inspection Services
Approved by: David Dick, Chief Administrative Officer
Date: February 8, 2022
Subject: Appointment of Brendan Lamb as Development Officer for the Municipality of the County of Annapolis

RECOMMENDATION

That Municipal Council appoint Brendan Lamb as a Development Officer for the Municipality of the County of Annapolis to administer the Municipality's Land Use Bylaws and Subdivision Bylaw.

ORIGIN

In the fall of 2021 Council hired two planners with the expectation that they would be appointed Development Officers. With the anticipated adoption of the County-Wide Municipal Planning Strategy (MPS) and Land Use Bylaw (LUB), the Community Development department is expecting an increase in the number of development permits the Municipality receives for processing. Appointing new Development Officers and familiarizing them with the process prior to the increase in permits, will be the first steps in preparing the Municipality for the adoption of the County Wide MPS and LUB.

LEGISLATIVE AUTHORITY

MGA Section 243 (1)

BACKGROUND

Under the *Municipal Government Act (MGA)* Council must appoint a Development Officer to administer their Land Use Bylaws and Subdivision Bylaw. Only an appointed Development Officer can review, grant, refuse or discharge a development permit, variance, site-plan, tentative or final plan of subdivision or concept plan. It is the opinion of staff that the completion of the County Wide MPS and LUB review will result in a significant increase in the amount of development permits the municipality will receive.

As set out in Section 245 of the *MGA* a municipality must assess a development permit for completeness and give notification of incompleteness within fourteen (14) days and approved within thirty (30) days or they are deemed rejected. If a development permit is deemed rejected due to a failure of the municipality to meet the deadlines set out within the *MGA*, the applicant can appeal the rejection through the Utility and Review Board. A repeal process will require the municipality to file a complete appeal record with the Board, and any other person as the Board may require, within fourteen (14) business days of the municipality being notified by the Board of the appeal, followed by a hearing (Section 247 (3): Appeals to the Board).

It is the opinion of staff that to ensure the municipality can process the increase in development permits and prevent any financial and time costs due to avoidable hearings with the Utility and Review Board, Council should appoint Brendan Lamb as a Development Officer for the Municipality.

DISCUSSION

By appointing Brendan Lamb as a Development Officer for the Municipality of the County of Annapolis, Council grants her the ability to administer the Municipality's Land Use Bylaws and Subdivision Bylaw. Increasing the number of appointed Development Officers will allow the Municipality to review, grant, refuse or discharge a larger number of development permits, variances, site-plans, tentative or final plans of subdivision or concept plans more quickly.

FINANCIAL IMPLICATIONS

Costs associated with the appointment may include out of office training through annual development officer conferences but most training will occur in-house. Costs associated with additional training, as mention, will be included in the operating budget.

POLICY IMPLICATIONS

None known.

ALTERNATIVES

The options available to Municipal Council are to appoint or not to appoint Brendan Lamb as Development Officer for the Municipality in preparation for the adoption of the County-Wide Municipal Planning Strategy and Land Use Bylaw.

Another option available to Council is the continued reliance on the current Development Officers to administer the Land Use Bylaws and Subdivision Bylaw. If the number of development permits to be process by the Municipality increases, relying on a single development officer could result in development permits failing to be approved within the time limits set out within the *Municipal Government Act*.

NEXT STEPS

Once appointed by Council, a Development Officer can begin the process of reviewing, granting, refusing or discharging a development permit, variance, and site-plan, tentative or final plan of subdivision or concept plan received by the municipality.

ATTACHMENTS

N/A

Report Prepared by: Brendan Lamb

**Brendan Lamb, BCD
Planner**

Report Reviewed by: Linda Bent

Linda Bent, Manager of Inspection Services

Report Approved by:  _____

David Dick, CAO



COUNTY of ANNAPOLIS
NATURALLY ROOTED

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Victoria Hamilton, Planner
Reviewed by: Linda Bent
Approved by: David Dick, Chief Administrative Officer
Date: February 8, 2022
Subject: Referral of the application for alterations to Clarence Community Hall, 3337 Clarence Road, Clarence East to the Heritage Advisory Committee.

RECOMMENDATION

That Municipal Council refer the substantial alteration application for the alteration of replacing the roof and exterior trim boards for Clarence Community Hall, 3337 Clarence Road to the Heritage Advisory Committee.

ORIGIN

On January 6, 2022 staff received a request for three alterations for Clarence Community Hall, 3337 Clarence Road. The alterations in the application were to re-paint the building white, replace the black shingle roof with a black metal roof and to replace and repair the trim boards on the exterior of the building. The first request of the three mentioned alterations were considered non-substantial alterations. However, the replacement of the black shingle roof and the repair and replacement of the trim boards on the exterior of the building are considered substantial.

LEGISLATIVE AUTHORITY FOR THE REVIEW PROCESS

Heritage Property Act Section 17 (3)

Heritage Property Act Section 18 (3)

DISCUSSION (OPTIONS FOR CONSIDERATION)

The options available to Municipal Council are as follows, council has the authority to reject the application outright. The second option would require council to refer this application to the Heritage Advisory Committee for their review and recommendation. The Heritage Property Act Section 17 (3) requires council to refer an application to its heritage advisory committee for their review and recommendation.

FINANCIAL IMPLICATIONS:

Municipality of the County of Annapolis

Recommendation Report – Clarence Community Hall Request for Heritage Advisory Committee Meeting

Page 1 of 8

There are no financial implications regarding this application.

ATTACHMENTS

- 1) Site map of the property,
- 2) Street view photo of property,
- 3) Photos of repairs that are needed.

NEXT STEPS

It is hopeful that the Heritage Advisory Committee will meet in February 2022. Upon receipt for a favourable recommendation from the Heritage Advisory Committee, after council approval, the applicant could commence the restoration projects. The Heritage Property Act Section 18 (3) *Consideration by municipality of application to alter or demolish* states that where the municipality does not approve the application, the property owner may, notwithstanding Section 17, make the alteration or carry out the demolition at any time after three years from the date of the application but not more than four years after the date of the application.

Report Prepared by: Victoria Hamilton

Victoria Hamilton
Planner

Report Reviewed by:

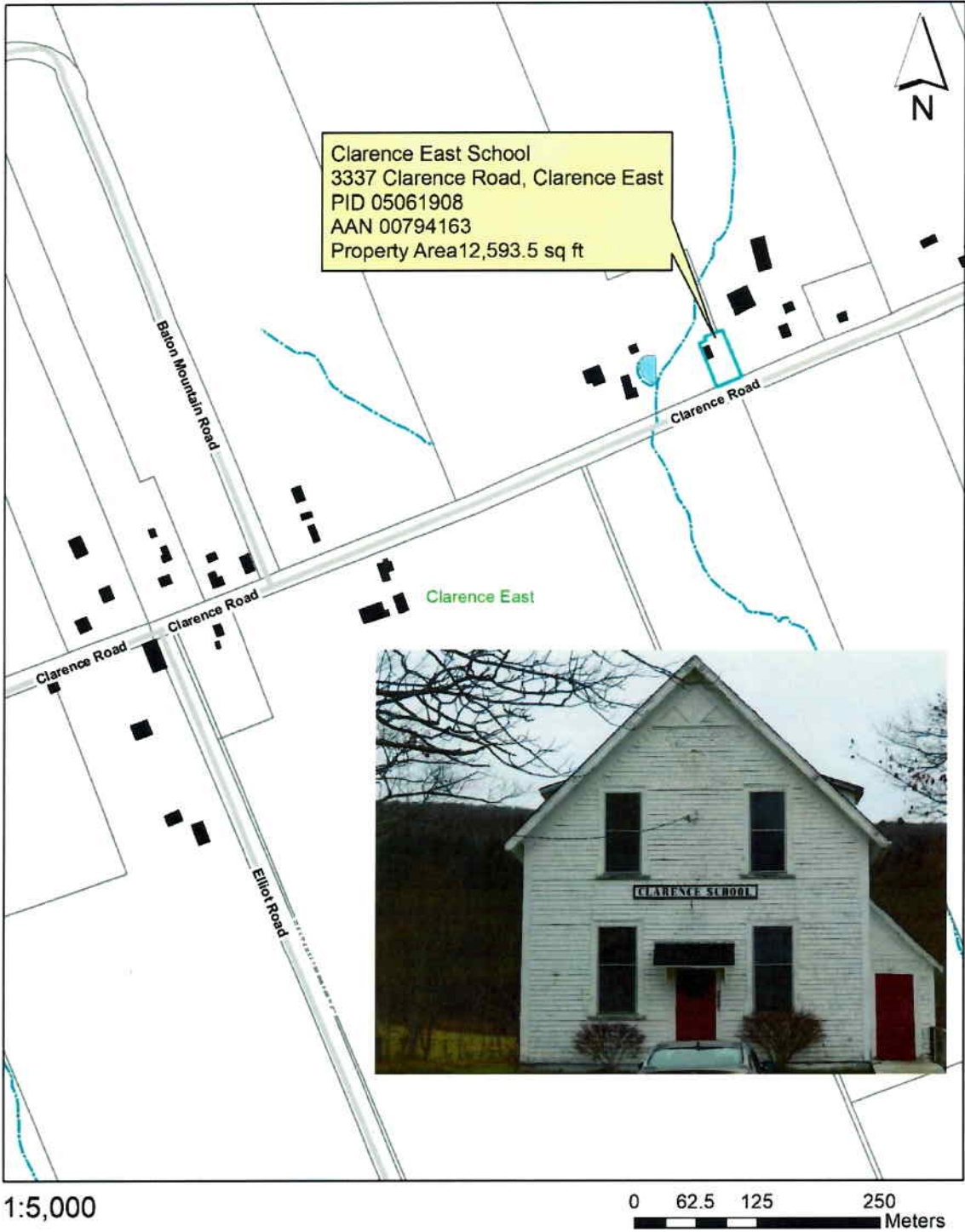
Linda Bent

Report Approved by:



David Dick, CPA CA
Chief Administrative Officer

Schedule 1



Schedule 2



Schedule 3



Schedule 3.1 East side of roof and dormer depicting deteriorating state of roof, paint, and trim



Schedule 3.2 East Facade showing the state of the paint and asphalt shingles



Schedule 3.2 Part of the trim is missing and rotten



Schedule 3.3 West side of the roof showing part of the dormer and the deteriorating roof and trim

RECOMMENDATION REPORT

To: Committee of the Whole

Prepared by: Doug Patterson, Contracts and Procurement Coordinator

Reviewed by: Janice Young, Acting Municipal Services Manager

Approved by: David Dick, CAO

Date: February 8, 2022

Subject: Facility Operating Agreement: Bridgetown & District Memorial Arena, Bridgetown Centennial Pool and Bridgetown Memorial Ballpark

RECOMMENDATION

That Municipal Council approve the Facility Operating Agreement for the Bridgetown & District Memorial Arena, Bridgetown Centennial Pool, and the Bridgetown Memorial Ballpark.

LEGISLATIVE AUTHORITY

n/a

BACKGROUND

BCRA is a nonprofit society registered under the Nova Scotia Registry of Joint Stock Companies. The BCRA is made up of community volunteers dedicated to overseeing and managing the Bridgetown & District Memorial Arena, Bridgetown Centennial Pool and the Bridgetown Memorial Ballpark in the community of Bridgetown. They have successfully managed the arena for over 45 years and have been involved in all facets of operations, including fundraising efforts for the pool, arena and ball field. BCRA strives to be a voice for recreation within the community of Bridgetown.

The purpose of this agreement is to formalize the terms and conditions by which Bridgetown Community Recreation Association (BCRA) will manage and operate the Facilities with the assistance of the Municipality.

This updated agreement replaces the 2016 Memorandum of Understanding between the Municipality and the BCRA.

DISCUSSION

The renewal of the existing expired Memorandum of Understanding to a formalized Operating Agreement for a Five (5) year period.

FINANCIAL IMPLICATIONS

Five (5) year operating budget plan, which includes 2021/2022 (current year) budget year to 2025/2026 budget year.

Fiscal year 2021/2022	\$15,000
Fiscal year 2022/2023	\$15,500
Fiscal year 2023/2024	\$16,000
Fiscal year 2024/2025	\$16,500
Fiscal year 2025/2026	\$17,000

POLICY IMPLICATIONS

The document modernizes and updates the agreement between the Municipality and the BCRA for the support of the facilities.

ALTERNATIVES/OPTIONS

n/a

NEXT STEPS

Execute agreement.

ATTACHMENTS

Operating Agreement

Report Reviewed by: *Janice Young*

Acting Municipal Services Manager



Report Approved by: _____

CAO David Dick, CPA CA

FACILITY OPERATING AGREEMENT FOR:

**BRIDGETOWN & DISTRICT MEMORIAL ARENA,
BRIDGETOWN CENTENNIAL POOL AND BRIDGETOWN MEMORIAL BALLPARK**

BETWEEN:

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a county municipality continued under the *Municipal Government Act*, 1998, c 18

("Municipality")

- and -

BRIDGETOWN COMMUNITY RECREATION ASSOCIATION, a society incorporated under the *Societies Act*, RSNS 1989, c 435

("BCRA")

WHEREAS:

- A. Municipality is the owner of the Bridgetown & District Memorial Arena, 30 Jeffery Street, Bridgetown (the "Arena"), the Bridgetown Centennial Pool, 18 Freeman Street, Bridgetown (the "Pool") and the Bridgetown Memorial Ballpark, McKenna Street, Bridgetown (the "Ballpark") (the Arena, Pool and Ballpark are individually referred to as a "Facility" and collectively as the "Facilities"); and
- B. BCRA has managed the Facilities and wishes to continue to do so; and Municipality is agreeable to same, subject to certain terms and conditions.

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

1.0 PURPOSE

- 1.1 The purpose of this agreement is to formalize the terms and conditions by which BCRA will manage and operate the Facilities with the assistance of Municipality.

2.0 TERM

- 2.1 The term of this agreement shall commence on April 1, 2021 and unless terminated earlier, renewed or otherwise extended on terms agreeable to both parties, shall end on March 31, 2026, at which time it will be reviewed.

3.0 SERVICES

- 3.1 **Services Provided by BCRA.** BCRA shall deliver the following services at the Facilities in a good and workmanlike manner and to the satisfaction of Municipality:

- a) provide labour and materials required to operate and manage the Facilities on a day-to-day basis;
- b) employ personnel and coordinate volunteers;
- c) furnish equipment, supplies, tools, storage, transportation and other things and services necessary for the safe, effective and cost-efficient operation of the Facilities;
- d) deliver programming, including scheduling, fees, quality control and evaluation;
- e) recommend assets, fixtures and equipment for disposal;
- f) perform administrative, accounting and record-keeping responsibilities; and
- g) perform any other obligations, responsibilities or requirements of BCRA under this agreement.

3.2 **Services Provided by Municipality.** Municipality shall provide certified staff for the Facilities, including two (2) employees to support the Arena in the winter, and one employee for the Pool, and shall assist BCRA with the operation of the Facilities by carrying out the work in Schedule "A" when BCRA requires assistance from Municipality for such work.

4.0 **AUTHORITY TO CONTRACT**

4.1 **Authorized Contracts.** BCRA may enter into operations contracts and rental contracts with respect to the Facilities subject to the following:

- a) all contracts shall be in writing;
- b) all contracts shall be in the name of BCRA;
- c) BCRA is not an agent of Municipality for the purposes of procurement, BCRA's purchases are its own and BCRA shall not purchase goods, services, construction or facilities on behalf of Municipality without the express written consent of Municipality;
- d) all contracts shall include terms and conditions consistent with the reasonably prudent operation of a facility of a similar nature to the Facility to which the contract applies;
- e) all contracts for expenditures shall be for expenditures that are within the limits of BCRA's annual budget; and

- f) all rental contracts shall include a clause providing that the contract shall automatically terminate in the event BCRA is dissolved and that BCRA may terminate the contract without notice in the event this agreement is terminated.

4.2 Particular Contracts

- a) Municipality shall approve the service agreement with CIMCO Refrigeration as recommended by BCRA.
- b) BCRA shall pursue available funding opportunities to cover the cost of operating the Facilities.

4.3 Unauthorized Contracts. BCRA shall not:

- a) enter into any contracts for capital work (defined as all major work to improve the Facilities including major rehabilitation, construction, procurement of capital equipment to extend, rehabilitate or replace the Facilities and major work carried out on the pool structure and icemaking system) without the express written consent of Municipality;
- b) enter into any leases without the express written consent of Municipality;
- c) enter into any contracts with respect to naming of the Facilities without the consent of Municipality;
- d) enter into contracts that: i) seek to promote or enhance the image of an illegal activity (in the determination of Municipality), ii) that is designed to promote a specific political or social perspective or agenda (outside of the accepted municipal values or norms, solely as communicated by Municipality) or iii) is otherwise determined by Municipality to be inappropriate or not suitable for the Facilities or their users.

5.0 LIMITATIONS ON AUTHORITY

5.1 No Authority. BCRA shall have no authority to do any of the following with respect to the Facilities:

- a) obtain loans for the Facilities or Municipality or grant options, rights of first refusal, deeds of trust, mortgages, pledges, security interests, or otherwise encumber the Facilities or any interest of Municipality therein;
- b) prepay in whole or in part, refinance, increase, modify, consolidate or extend any obligation affecting the Facilities;
- c) cause Municipality to extend credit or to make any loans or become a surety, guarantor, endorser or accommodation endorser for any person;
- d) cause Municipality to enter into any contracts with respect to the Facilities;

- e) release, compromise, assign or transfer any claim, right, or benefit of Municipality;
- f) allow a default judgement to be entered against the Facilities or any assets associated with the Facilities;
- g) modify, change or amend any drawings, maps, plans or specifications prepared for or in connection with the Facilities;
- h) grant easements or other property rights in the Facilities;
- i) purchase, exchange, convey or sell any property owned by Municipality; or
- j) initiate litigation of any kind against a third party.

6.0 COSTS

6.1 **BCRA Costs.** BCRA shall be responsible for and pay all costs associated with the delivery of the services on a day-to-day basis including but not limited to the following:

- a) staffing (employees and volunteers including maintaining a casual labour pool), except with respect to employees provided by Municipality as set out in Article 3.2;
- b) scheduling and programming;
- c) on site supplies;
- d) utilities including water and sewer (less water used for ice making at the Arena; a water meter is installed in the Zamboni room to determine the volume of water for ice making);
- e) permits; and
- f) day-to-day maintenance and operation of the Facilities, except with respect to work carried out by Municipality as set out in Article 3.2.

6.2 **Municipality Costs.** Municipality shall own, be responsible for and pay all costs associated with capital work, costs of certified staff for the Facilities as set out in Article 3.2 and costs of the work set out in Schedule "A" that is carried out by Municipality.

7.0 HEALTH, SAFETY AND ENVIRONMENT

- 7.1 **Compliance with Health and Safety Laws.** BCRA covenants to operate the Facilities in compliance with applicable laws related to protection of the environment, health and safety. BCRA warrants and represents that no hazardous substances shall be used, generated, released, manufactured, refined, produced, processed, stored, disposed of or allowed anywhere on, under or about the Facilities, other than in accordance with applicable laws.
- 7.2 **Health and Safety Inspections.** Municipality shall be responsible for health and safety inspections.

8.0 EMPLOYEES

- 8.1 **Employees of BCRA.** All personnel employed by BCRA in delivering the services shall be employees of BCRA and shall under no circumstances or at any time be deemed or implied to be employees of Municipality. BCRA shall be solely responsible for hiring, dismissing, controlling, directing, supervising, instructing and training its employees. The wages, salaries and benefits of such employees are the sole responsibility of BCRA and shall be paid directly by BCRA.
- 8.2 **General Manager.** BCRA shall select and hire a competent General Manager to supervise day-to-day operations of the Facilities.
- 8.3 **Employment Policies.** BCRA shall be responsible for the development of employment policies and will ensure appropriate coverage for Workers' Compensation purposes, statutory payroll deductions and remittances to appropriate taxing authorities.
- 8.4 **Volunteers.** BCRA shall be responsible for all volunteers engaged to support BCRA and shall be responsible for all related liabilities and obligations, including appropriate oversight and screening.
- 8.5 **Municipality Responsibility.** Municipality shall be responsible for providing staff for the Facilities as set out in Article 3.2.

9.0 FINANCES

- 9.1 **Grants.** Subject to BCRA's compliance with this agreement Municipality shall provide the following grants to BCRA:

Fiscal year 2021/2022	\$15,000
Fiscal year 2022/2023	\$15,500
Fiscal year 2023/2024	\$16,000
Fiscal year 2024/2025	\$16,500
Fiscal year 2025/2026	\$17,000

- 9.2 **Revenues.** All Revenues derived from the activities of BCRA with respect to the Facilities are the property of BCRA and shall be used exclusively by BCRA to operate the Facilities and for no other purpose.
- 9.3 **Expenses.** All expenses incurred from the services provided by BCRA are the property of BCRA and shall be paid exclusively by BCRA.
- 9.4 **Surplus.** Municipality and BCRA agree that the services shall be delivered in a prudent and fiscally responsible manner. BCRA agrees that any surplus realized in delivering the services, which shall be defined as the excess of actual revenues over actual expenses, shall be set aside to underwrite the continued operation of the Facilities or fund an operating reserve account for the Facilities.
- 9.5 **Deficit.** If, in any fiscal year, a deficit is realized from BCRA's annual budget, BCRA shall prepare and submit a written report (the deficit report) outlining the magnitude of the deficit, the reasons for the deficit, and the recommendation to rectify the deficit in the next fiscal year.
- 9.6 **Annual Budget.** BCRA shall prepare and furnish to Municipality an annual budget for each Facility each fiscal year which shall include anticipated operating revenues and expenses.
- 9.7 **Capital Budget.** BCRA shall prepare and furnish to Municipality a three (3) year capital budget for each Facility by December 15 of each year.
- 9.8 **Annual Financial Statements.** BCRA shall provide Municipality with annual financial statements within ninety (90) days of its fiscal year end.
- 9.9 **Max Young Fund.** Municipality shall maintain control of the Max Young Fund and subject to Council approval permit withdrawals from the fund for capital work as recommended by BCRA.

10.0 BOOKS AND RECORDS

- 10.1 **Books and Records.** BCRA shall maintain complete and accurate books and records for each Facility and the services in accordance with generally accepted accounting principles. Municipality shall have the right upon reasonable notice and at all reasonable times during normal business hours to audit, examine, make copies of and take extracts from the books of account and records maintained by BCRA.
- 10.2 **Equipment and Material.** All equipment located in or purchased for the Facilities at any time by BCRA and material relating to the management, operation, capital and maintenance of the Facilities shall be and remain the property of Municipality.

11.0 INSURANCE

- 11.1 **Municipality Insurance.** Municipality shall obtain, at its cost, insurance coverage, as it considers appropriate for the Facilities including buildings and contents and general liability insurance.
- 11.2 **BCRA Insurance.** BCRA shall obtain, at its cost, insurance coverage to satisfy its obligations under this agreement including officers and directors liability and public liability insurance. Municipality shall be named as "additional insured" on the public liability policy. BCRA shall provide Municipality with copies of the certificates of insurance for all policies.

12.0 INDEMNIFICATION, LIMITATION OF LIABILITY AND CLAIMS

- 12.1 **Indemnification.** BCRA releases Municipality, its Warden, Council members, authorized officials, employees, officers, agents and volunteers from any and all liability and agrees to defend, indemnify and hold them harmless from any claims, including all damages, losses, expenses, direct and indirect or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, and third party claims, arising out of, or claimed to arise out of any breach, violation or non-performance by BCRA of any covenant, term or provision of this agreement or any death or injury of any person or any damage or destruction of any real or personal property related to the Facilities, the services, BCRA's use of the Facilities or the use of the Facilities by BCRA's members, authorized officials, employees, officers, agents and volunteers, licensees or invitees (the "Claims"), except liability arising from the gross negligence or willful misconduct of Municipality.
- 12.2 **Limitation of Liability.** BCRA agrees that Municipality's liability with respect to any Claims arising from this Agreement shall be absolutely limited to direct damages resulting from the gross negligence or willful misconduct of Municipality. Municipality shall bear no liability whatsoever for any consequential loss, injury or damage incurred by BCRA, including but not limited to claims for loss of use, loss of profits and business interruption. Any Claims by BCRA with respect to this agreement shall be directed and asserted only against Municipality and not against Municipality's Warden, Council members, authorized officials, employees, officers, agents or volunteers.
- 12.3 **Notification of Claims.** BCRA shall notify Municipality in writing as soon as possible after it becomes aware of any Claims or possible Claims against BCRA and/or Municipality involving the services and/or Facilities.
- 12.4 **No Action on Claims.** BCRA shall take no steps (such as the admission of liability) that would operate to bar Municipality from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defense in any legal proceeding involving Municipality or the Facilities, or otherwise prevent Municipality from protecting itself against any such Claims.

12.5 **Cooperation with Municipality.** BCRA shall cooperate fully with Municipality in the defense of any Claims.

12.6 **Settlement Authority.** Settlement authority for Claims against Municipality or involving the Facilities shall be at the sole authority of Municipality.

13.0 TAXES

13.1 BCRA shall remit when due all taxes, rates and charges that are charged, assessed or levied in respect of the services including any GST/HST obligations of BCRA as stipulated under the *Excise Tax Act*. BCRA agrees to indemnify and reimburse Municipality upon demand for any such taxes, rate or charges which may be assessed to Municipality.

14.0 TERMINATION

14.1 **Termination for Any Reason.** This agreement may be terminated by either party for any reason whatsoever upon at least one hundred and twenty (120) days' written notice to the other party.

14.2 **Termination for Material Breach.** This agreement may be terminated by either party for a material breach of any of its terms, provided that the party alleging breach shall give written notice of the breach to the other and that party shall remedy the default to the satisfaction the other party within ten (10) business days of receipt of such notice, or if such default cannot reasonably be remedied within such time the party shall promptly begin to remedy the default within that time and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, then such default shall be deemed to be remedied.

14.3 **Failure to Remedy Material Breach.** If BCRA fails to remedy a material breach as set out in Article 14.2 Municipality shall have the right, at its election, to exercise any or all of the following remedies:

- a) terminate in whole or in part, the rights or obligations of BCRA under this agreement;
- b) take possession of the Facilities; and/or
- c) remedy or cause to be remedied the default and BCRA shall reimburse Municipality for any costs or expenses associated with same.

14.4 **Termination by Municipality for Other Reasons.** This agreement may be terminated by Municipality upon the occurrence of any of the following:

- a) BCRA becomes insolvent, makes an assignment in bankruptcy or makes a proposal to its creditors under the *Bankruptcy and Insolvency Act*;

- b) BCRA substantially changes its bylaws such that they are inconsistent with BCRA operating the Facilities; or
- c) Municipality determines, in its sole discretion but acting reasonably, that BCRA is no longer capable of operating one or more of the Facilities.

14.5 Obligations of BCRA on Termination. Where Municipality or BCRA has terminated this Agreement in accordance with the terms hereof BCRA shall on the effective date of the termination:

- a) stop the performance of all services;
- b) terminate all contracts as Municipality may specify in writing;
- c) provide to Municipality a detailed list of all licensed users and customers of the Facilities;
- d) assign and transfer to Municipality all of BCRA's right, title and interest in all liquor and other licenses and permits, if any, used by BCRA in the operation of the Facilities;
- e) deliver all books and records to Municipality;
- f) remove from the Facilities all BCRA property, debris and any other materials as directed by Municipality;
- g) do all such acts, execute and deliver to Municipality all such documents, conveyances, deeds, assignments, transfers, bills of sale, assurances and certificates and take all actions as may be required by Municipality to exercise its rights hereunder;
- h) indemnify Municipality with respect to any and all liabilities relating to the Facilities and/or services arising out of anything done or omitted to be done by BCRA contrary to this agreement, including indemnification for any outstanding actions, suits or proceedings; and
- i) take any other action towards termination of the services which Municipality acting reasonably shall request in writing.

15.0 DISPUTE RESOLUTION

15.1 Amicable Negotiations. The parties shall make reasonable efforts to informally settle any disputes.

15.2 Mediation. If the dispute cannot be resolved informally either party may provide the other with written notice of its desire to have the dispute resolved by non-

binding mediation on a without prejudice basis. The mediator shall be appointed by agreement or if the parties cannot agree by a court of law.

15.3 **Other Resolution.** If the dispute cannot be resolved by mediation within thirty (30) days of the appointment of a mediator the parties may, upon mutual agreement, refer the dispute to binding arbitration, or, upon either party's election, seek relief in Court.

15.4 **Continuation of Work During Dispute.** Notwithstanding any dispute, BCRA and Municipality shall, to the extent reasonably possible, continue to perform their obligations under this agreement without interruption or delay.

16.0 GENERAL

16.1 **Amendment and Assignment.** No amendment, variation or waiver of the provisions of this agreement, or any assignment of this agreement, shall be effective unless made in writing and signed by both parties.

16.2 **Notice.** All notices, demands, requests, approvals or other communications of any kind which the parties may be required or may desire to serve on each other in connection with this Agreement shall be delivered by e-mail or registered mail to:

Municipality of the County
of Annapolis

Attention: _____

Address: PO Box 100,
Annapolis Royal, NS
B0S 1A0

Tel: _____

Email: _____

Bridgetown Community Recreation
Association

Attention: _____

Address: _____

Tel: _____

Email: _____

16.3 **Time of Essence.** For every provision of this agreement, time is of the essence.

16.4 **Waiver.** Any waiver by any party of all or any part of any provision or the breach of any provision of this agreement shall affect only the matter specifically identified in the instrument granting the waiver and shall not extend to any other matter, provision or breach.

16.5 **Enurement.** This agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

16.6 **Severability.** If any portion of this agreement shall be held invalid or unenforceable the remainder of the provision in question and the remainder of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable laws.

- 16.7 **Governing Law.** This agreement shall be governed by and construed in accordance with the laws in force in the Province of Nova Scotia.
- 16.8 **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or verbal.
- 16.9 **Further Assurances.** Each party shall promptly execute and deliver all further documents and take all further action reasonably necessary to give effect to the provisions and intent of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

SIGNED AND DELIVERED

**MUNICIPALITY OF THE COUNTY OF
ANNAPOLIS**

Witness
Name:

Warden, Alan Parish

Witness
Name:

Municipal Clerk, Carolyn Young

**BRIDGETOWN COMMUNITY
RECREATION ASSOCIATION**

Witness
Name:

Per:

Witness
Name:

Per:

Schedule "A"

Includes the duties assigned to the Facility and Parks Maintenance Labourer (Arena/Pool/Parks) and the Parks and Recreation Maintenance Worker; as approved by Municipal Services Manager.

Arena:

1. remove ice (backhoe, truck, vehicle operators)
2. assist in repairs to ice surface (concrete) floor, boards and other maintenance that require municipal staff in the operation and use equipment
3. assistance in painting the lines on the ice
4. pick up garbage weekly
5. outdoor maintenance including snow removal around the arena building, parking lots, moving of grass and gravel/leveling parking lot

Pool:

1. transport or move chemicals
2. assembling/disassembling the pool pumping filtration systems
3. annual opening and closing procedures of pool (e.g. pumping out water, winterizing of building and washrooms)
4. moving bleachers and/or heavy equipment, as necessary for pool events
5. pick up garbage weekly
6. maintain bleachers, dugouts and fields (mowing and lining fields)

Ballpark:

1. provide assistance to move bleachers, mowing, lining of fields and dugout maintenance
2. maintain washrooms
3. pick up garbage

CAO Report

February 8th, 2022

Meet CAO of ABCC along with Warden and councilor Morrison

Discussions with staff regarding the Elementary school.

Discussions with proponents interested in purchasing the facility

Establish committee to commence asset management requirements and begin process

Multiple discussions with staff, CAO's and advisory committee of REMO

Meetings and discussions with legal advisors regarding Farren claim

Meetings and discussions with staff and auditors about financial statements and treatment of unusual items

Meetings to review outstanding criteria relating to RFP for UCP

Meetings with proponents and lawyers re RFP for divestiture of Internet

Meeting and communication with Stantec

Meetings with Planners and Manager of Development Services

Multiple meetings relating to Human Resource Issues

BCAR

Discussions relating to winter maintenance issues in Bridgetown and Cornwallis

Meeting with fellow CAO's re IMSA

Meeting at Cornwallis Legion with Warden and Councillor Morrison

Meeting with executive group, management team and staff on various issues

Discuss various issues with councillors

Begin work on budget

Complete BCAR and present to council and the community

Special meetings re Accessibility, Raven Haven and Fire Services

Professional development sessions

Discussions on next steps with Mountain and Meadows and discussions with politicians about available funding sources

Wanda Atwell

From: Carolyn Young
Sent: February 1, 2022 1:47 PM
To: Wanda Atwell
Subject: FW: TCTS Report

Wanda – would you please open this email, print it and scan to me? Thanks.

From: Bruce Prout
Sent: Saturday, January 29, 2022 2:44 PM
To: Carolyn Young <CYoung@annapoliscounty.ca>
Subject: TCTS Report

The monthly meeting of TCTS took place on Wednesday, January 19th at 3:30 p.m. via ZOOM.

The following items comprise highlights of the meeting:

1. The minutes of the November 17th meeting were approved.
2. There was no business arising from the minutes nor any correspondence.
3. Highlights of the General Managers report were as follows:
 - a). With the rise in COVID 19 numbers, the decision was made to transport essential clients, (dialysis, / cancer treatments) after December. This resulted in the number of fares "dropping off" in December.
 - b). As of January 3rd, the Infectious Disease Protocols were implemented, (i.e. extra cleaning, hand sanitizing upon entering vehicles and using gloves when when dealing with walkers/ wheelchairs etc.), in addition to the existing rules, i.e. mask wearing.
 - c.) In early January, a number of clients cancelled their scheduled appointments due to Doctors doing over the telephone or virtual appointments instead of "in office".
 - d). As of the week of January 17th, the number of clients was beginning to increase.
 - e). The rise in the price of gas is causing the overall costs of TCTS to increase.
 - f). There was discussion pertaining to the consideration of a new dispatching system in the province.
 - g). There was discussion about possibly updating the service fleet by selling one of the existing older vehicles and purchasing an side entry mini van.
 - h). On a positive note. Even with the new wave of COVID 19, all of the TCTS clients have been very appreciative of both the drivers and the services that have been provided.
4. Under New Business, The General Manager has approached the County Municipal Clerk hoping to make a presentation to the County of Annapolis Municipal Council possibly at our February COTW meeting.
5. The next Monthly Board Meeting will be held on February 16th at 3;30 p.m. via ZOOM.

Respectfully Submitted

Bruce Prout
Councillor for District 1
Phone (902) 765-2911
Email: bprout@annapoliscounty.ca
www.AnnapolisCounty.ca

Notes: The committee has received a response from Patricia Amero of the Western Woodlot Services Cooperative (see attached). Their proposal is to manage the County's forested lands, as identified by this committee, in an ecological way. The Western Woodlot has opted to forego their initial fees/charges for assessment and planning in order to further encourage Annapolis County to implement the strategy of 'lead by example'. The forester they have identified to carry out this plan is Harold Alexander. The Greywood forests could be the first properties tackled and would ensure animal and ecological habitats are least disturbed and 'selective logging' strategies were in maximum use. Any profit gained can be rolled into a Forestry account that will further clean up, protect and maintain County forests.

Patricia Amero <patricia@westernwoodlotcoop.com>

Wed 05/01/2022 10:23 AM

Inbox

To: Michael J. Gunn;

Hello Michael:

Happy New Year! I hope the holidays treated you well.

I wanted to follow up with the quote that Cara provided to you in early December (that she and I discussed before sending to you) regarding the preparation of an operating plan for approximately 15 ha of selection harvest at the Graywood woodlot. I've been thinking about this quite a bit; I don't want the cost of the operating plan to deter us from helping the Municipality get work started there. So I'm thinking we should go ahead and prepare an operating plan / proposal for the 15 ha at no charge- mostly to encourage getting some harvest work underway to ecological standard and to use as a demo. Harold Alexander of North Range Forest Products expressed interest in possibly doing the work. I certainly understand any proposed work needs to be approved by Council first before going ahead. I'm wondering if the quote was run by the Forestry Committee and/or the Munc. Council as of yet? If not, hold onto it.

I'd like to have a phone conversation with you about this, at your convenience. Can we set up a date/time for a chat? That would be great.

PS. I'm not sure if you are aware that Cara left WWSC in mid-December to take a term position as a faculty instructor of the Natural Resources Program at the NSCC Lunenburg Campus. She is certainly missed.

Looking forward to hearing from you.

Sincerely,

Patricia

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Patricia Amero, RPF
General Manager
Western Woodlot Services Cooperative Ltd.
www.westernwoodlotcoop.com
(902) 523 2141

**Recommendations from
2022-01-20 Forestry Advisory Committee to
2022-02-08 Committee of the Whole**

Request Proposal from Western Woodlot Services Cooperative

That municipal council request a proposal from Western Woodlot Services Cooperative to begin an ecological management process of a 15-20 Hectare section of the Greywood site (PID 05091152), in accordance with the recommendation of the Forestry Advisory Committee

Designate Funds for Future Ecological Forestry Development

That municipal council invest any funds realized from the proposed management on the Greywood site in a special Forestry account for future ecological forestry development within the County pursuant to the recommendation of the Forestry Advisory Committee.