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# MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

## COMMITTEE OF THE WHOLE AGENDA

Tuesday, February 14, 2023

10:00 a.m. (winter start time)

Municipal Administration Building, 752 St. George Street, Annapolis Royal

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<b>PAGES</b>	<b>1.</b>	<b>ROLL CALL</b>
	<b>2.</b>	<b>DISCLOSURE OF INTEREST</b>
	<b>3.</b>	<b>APPROVAL of the Order of the Day</b>
	<b>4.</b>	<b>APPROVAL OF MINUTES</b>
4-9	4.1	2023-01-12 Regular
	<b>5.</b>	<b>CORRESPONDENCE</b>
10	5.1	2023-01-19 Minister Nova Scotia Public Works – Yarmouth Ferry Service
11	5.2	2023-01-26 Town of Annapolis Royal – Moratorium on Aerial Herbicide Spraying
	<b>6.</b>	<b>STAFF REPORTS</b>
12-17	6.1	SR2022-36 AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy Amend
18-22	6.2	SR2022-33 AM-6.6.6 Signing Authorities Policy Amend
23-30	6.3	SR2023-06 M10 Sewer Charges Bylaw Amend – 1 <sup>st</sup> Reading
31-56	6.4	SR2023-07 ICIP Agreement Execution – Church Street Sewer Main Extension
57-60	6.5	SR2023-08 Animal Control – Town of Middleton
61-64	6.6	SR2023-09 Animal Control – Town of Annapolis Royal
65-70	6.7	SR2023-10 Release of Fire Capital Reserve – Middleton Fire Dept.
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78-106	6.10	SR2023-13 Park Trust Termination 7 Park Street PID 05144787
107-115	6.11	SR2023-14 2023 Strategic Plan - Adopt
116-137	6.12	Information Report Fire Services Review Update
138-140	6.13	Information Report Finance Initiatives Update – February 2023
	6.14	CAO Report (verbal)
	<b>7.</b>	<b>RECOMMENDATIONS and REPORTS FROM BOARDS and COMMITTEES</b>
141	7.1	2023-01-18 Trans County Transportation Society Report
142	7.2	2023-01-25 Nominating Committee Recommendations
143	7.3	2023-01-16 Fire Services Committee Recommendations
	<b>8.</b>	<b>11:00 PRESENTATIONS</b>
	8.1	<b>African Nova Scotia Affairs (ANSA) Supports and Services</b> – Brenda Francis, Program Administration Officer - Digby, Annapolis and King Counties
144-152	8.2	<b>Basin Aquatics Association (BAA)</b> – Burt McNeil, Chair

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# MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

## COMMITTEE OF THE WHOLE AGENDA

Tuesday, February 14, 2023

10:00 a.m. (winter start time)

Municipal Administration Building, 752 St. George Street, Annapolis Royal

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### 9. NEW BUSINESS

9.1 Dissolve CAO Review Committee

9.2 Establish CAO Review Working Group

### 10. IN-CAMERA

That municipal council meet in-camera in accordance with Section 22(2)(a) acquisition, sale, lease and security of municipal property and (e) contract negotiations of the *Municipal Government Act*.

### 5:00 p.m. STATED ADJOURNMENT

That Committee of the Whole adjourn its session until the next regular meeting scheduled for Tuesday, March 14, 2022

Minutes of the regular Committee of the Whole meeting held on Tuesday, January 10, 2023, at 10:00 a.m., at the Municipal Administration Building, 752 St. George St. Annapolis Royal, NS.

**Warden's Remarks**

Warden Morrison read from some notes (which were later circulated to councillors) on the governance development of Annapolis County, noting, among other things, that this is the 144<sup>th</sup> year that Annapolis County Council has been in existence, with the first Warden being George Kennedy of Granville Ferry.

**ROLL CALL**

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

**Also Present:** Interim CAO Doug Patterson; Municipal Clerk Carolyn Young; other staff, A. Anderson, W. Atwell, L. Bent, D. Campbell, D. Hopkins, S. Hudson, C. Mason, E. Melanson, N. McCormick, D Ryan, N. Whitman, Janice Young and Jim Young, and 3 members of the public.

**DISCLOSURE of INTEREST**

None.

**APPROVAL of the Order of the Day**

Request to add under 9. In-Camera (a) acquisition, sale, lease and security of municipal property.

That the Order of the Day be approved as amended.

Moved: Councillor LeBlanc

Seconded: Councillor Longmire

Motion carried.

**APPROVAL of MINUTES**

Re: 2022-12-13 Regular

That the minutes of the regular meeting of Committee of the Whole held on December 13, 2022 be approved as circulated.

Moved: Councillor Prout

Seconded: Deputy Warden Redden

Motion carried.



**STAFF REPORTS**

Re: Information Report Dangerous and Unsightly Premises 3<sup>rd</sup> Quarter Report

Re: Information Report 2020-21 Financial Indicators Report

Re: SR2023-1 Boundary Review and Governance Submission

Before making this recommendation, municipal council will need to determine 1. If they wish to change their style of governance from a warden system to a mayor system, and, 2. Based on that decision, to determine which option for number of districts they wish to submit to the Nova Scotia Utility and Review Board.

That municipal council maintain a warden system of governance.

Moved: Deputy Warden Redden

Seconded: Councillor Barteaux

Motion carried, 8 in favour, 2 against.

To authorize the Municipal Clerk to commence submission proceedings to the Nova Scotia Utility and Review Board (NSUARB) to consider the number and boundaries of polling districts and councillors at 11 pursuant to Section 369 of the *Municipal Government Act*.

Moved: Councillor Hudson

Seconded: Councillor Prout

Motion carried, 6 in favour, 4 against.

Re: SR2023-2 Release Capital Reserve Funds Springfield Fire Department

That Municipal Council authorize the withdrawal of \$25,000 from Capital Fire Services Reserve Fund for the Springfield & District Volunteer Fire Department to complete the loan for their tanker/pumper.

Moved: Deputy Warden Redden

Seconded: Councillor Sheridan

Motion carried.

Re: SR2023-4 2022-23 Community Grants Town of Annapolis Royal Application

That Municipal Council approve a grant in the amount of \$2,850 to the Town of Annapolis Royal to assist with the Pierre Dugua Day Inauguration Weekend events from the Marketing and Promotion Partnership Programs in accordance with *AM-1.4.9 Community Grants Policy*.

Moved: Deputy Warden Redden

Seconded: Councillor Longmire

Motion carried.

**Recess**

10:55 a.m. – 11:05 a.m.

**PRESENTATIONS**

Warden Morrison noted two presentations, which will be 10 minutes each; and that the presenters should be specific regarding what they want, letting them know that no decision is made today.

Re: Annapolis Climate, Energy & Environmental Research Coalition (ACEERC) – Chair Bill MacDonald noted he is providing information only, not asking for anything. His presentation was highlighted by the following:

- The Annapolis Climate, Energy & Environmental Research Centre Coalition (ACEERC Coalition) is a group of informed citizens who have come together to promote a positive future use for the Annapolis Tidal Plant site.
- Outlined their mission, vision and proposal.

Re: Annapolis Basin Outdoor Adventures Society (ABOAS) – D. Ryan introduced Chair Adam Moreland and presenter Treasurer Kaesy Gladwin.

ABOA proposed to build a new trail system on the Upper Clements South property using machine and hand building methods. ABOA had available skilled and experienced trail builders willing to design and complete the project entirely with volunteer labour. On October 11, 2022, ABOA entered a contract with the County to develop seven kilometres of multi-use trail for outdoor recreation at the County's south Upper Clements property.

In total, 7.8 km of trail was delivered on December 13, 2022, to meet (and exceed) the contract requirement. This total includes 2.4 km of newly constructed singletrack trail, and an additional 5.4 km of doubletrack comprising historical trails which required significant brushing and clearing. Most of the doubletrack has a solid surface that is compacted and well-drained. Trails were built to meet modern standards.

1,200 volunteer hours were invested in the project, comprising trail design, layout, clearing, construction, and finishing.

Next steps include a target opening date of June 2023.

#### **STAFF REPORTS** (cont'd)

Re: SR2022-36 AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy Amend

That municipal council amend *AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors* as circulated (7 day notice).

Moved: Deputy Warden Redden

Seconded: Councillor Hudson

Motion carried.

Re: SR2023-05 AM-1.4.14 Low Income Tax Exemption Policy

That seven day notice be given for Municipal Council to amend *AM-1.4.14 Low Income Tax Exemption Policy* by increasing the exemption amount to \$400 and increasing the allowable income amount to \$27,500, and

Moved: Deputy Warden Redden

Seconded: Councillor Prout

Motion carried.

That Council amend Policy AM-1.4.14 to include the definition of total income to be equal to Canada Revenue Agency's (CRA) total income (line 15000).

Moved: Deputy Warden Redden

Seconded: Councillor Gunn

Motion carried.

Re: CAO Report (verbal)

**LUNCH**

12:13 p.m. – 1:34 p.m.

**RECOMMENDATIONS and REPORTS FROM BOARDS and COMMITTEES**

Re: 2022-12-12 Annapolis REMO Advisory Committee Recommendation – REMO Comfort Centre Agreement Template

That Municipal Council approve the “Annapolis REMO Comfort Centre Agreement template” attached in appendix A, as recommended to all Annapolis County REMO councils by the Annapolis REMO Advisory Committee

Moved: Councillor Gunn

Seconded: Councillor Sheridan

Motion carried.

Re: 2022-12-12 Annapolis REMO Advisory Committee Recommendation - AM – 1.4.4 Comfort Centres and Shelters Policy Repeal and Replace

That Municipal Council repeal and replace AM – 1.4.4 Comfort Centres and Shelters Policy as circulated (7 day notice).

Moved: Deputy Warden Redden

Seconded: Councillor LeBlanc

Motion carried.

**NEW BUSINESS**

Re: Warden’s Report

Re: Set Date for Special COTW re Proposed S4 Local Improvement Charges Bylaw (from December 13, 2022)

A workshop to learn more about the proposed S4 Local Improvement Charges Bylaw was set for Monday, February 6, 2023 at 10:00 a.m. in council chambers. (send document with notice)

The Manager of Finance noted that the Auditor is available that same day if the Audit Committee could meet. An Audit Committee meeting was set for Monday, February 6, 2023 at 2:00 p.m. in council chambers.

Re: Annapolis River Water Levels - Councillor Barteaux

To recommend that Municipal Council create a new committee called “Annapolis County Environmental Impact and Climate Change Committee” to address related issues as referred to it by council; to be made up of 3 councillors, and 2 citizen members who preferably own land abutting the river; and to authorize the Nominating Committee to advertise for citizen members.

Moved: Councillor Barteaux

Seconded: Deputy Warden Redden

Amend to remove “~~and to authorize the Nominating Committee to advertise for citizen members.~~”

Moved: Councillor LeBlanc

Seconded: Councillor Redden

Motion carried.

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

To recommend that Municipal Council create a new committee called “Annapolis County Environmental Impact and Climate Change Committee” to address related issues as referred to it by council; to be made up of 3 councillors, and 2 citizen members who preferably own land abutting the river.

Moved: Councillor Barteaux

Seconded: Deputy Warden Redden

Motion carried, 9 in favour, 1 against (Gunn)

To recommend that municipal council refer the new Annapolis County Environmental Impact and Climate Change Committee to staff to develop a terms of reference and other associated administrative matters.

Moved Councillor Barteaux

Seconded Prout

Motion carried.

Re: Adhoc Committee to Develop Elections Bylaw – Councillor Longmire noted this matter had arisen with challenges met by C8 Bylaw. She will not move forward by recommending a committee at this time. Hopes to become better educated.

To hold a workshop on the policies and bylaws affecting municipal elections.

Moved: Councillor Longmire

Seconded: Councillor Sheridan

Motion carried.

Re: Bear River Water Source Update (verbal) – Jim Young

- Consultant looking at sourcing water on Annapolis side of the river – makes it easier for us on many levels
- Consultant just started work before Christmas

Re: Hillside Drive Water Expansion Update (verbal) – Jim Young

- Staff is reviewing plans with CBCL on Thursday and potentially going to tender within a week. Billing would fall in with dates of approval of the new bylaw.

### **IN-CAMERA**

That municipal council meet in-camera from 2:15 p.m. until 3:30 p.m. in accordance with Section 22(2)(a) acquisition, sale, lease and security of municipal property, (c) personnel, (e) contract negotiations, and (g) legal advice eligible for solicitor-client privilege of the *Municipal Government Act*.

Moved: Deputy Warden Redden

Seconded: Councillor Prout

Motion carried.

**5:00 p.m. STATED ADJOURNMENT**

That Committee of the Whole adjourn at 3:31 p.m. until the next regular meeting scheduled for **Tuesday, February 14, 2023.**

Unapproved  
Draft

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Warden

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Municipal Clerk



**Public Works  
Office of the Minister**

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PO Box 186, Halifax, Nova Scotia, Canada B3J 2N2

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JAN 19 2023

Warden Alan Parish  
Municipality of the County of Annapolis  
752 George Street  
PO Box 100  
Annapolis Royal, NS B0S 1A0

Dear Warden Parish:

Thank you for your October 25, 2022, correspondence concerning the Yarmouth ferry service. As the Minister responsible for Public Works, Premier Houston has asked that I respond on his behalf. I understand the importance of the service to the Southwest region, and beyond.

Because the ferry is funded by taxpayers, our government is committed to analyzing the service. Our government will consider results of the current operating season along with other tourism related data and feedback from across the province to ensure that it is making good investments for Nova Scotia taxpayers.

The government is also exploring options for a broad evaluation of the economic impacts related to the ferry.

I appreciate you taking the time to raise your concerns.

Yours sincerely,

Kim D. Masland  
Minister

c: Mayor Pam Mood, Town of Yarmouth  
Honourable Tim Houston, Premier

# *Town of Annapolis Royal*



January 26, 2023

Honourable Tim Houston, Premier  
PO Box 726  
Halifax, NS B3J 2T3

and

Honourable Tim Halman, Minister  
Environment and Climate Change  
1700 Granville St., 4<sup>th</sup> Floor  
PO Box 2125  
Halifax, NS, B3J 3B7

## **RE: Moratorium on Aerial Herbicide Spraying**

Dear Premier Houston and Minister Halman,

The Town of Annapolis Royal supports the request from the County of Annapolis regarding a moratorium on the spraying of aerial herbicides on public lands and echoes the concerns of Annapolis County citizens. Approved sites can impact adjoining private lands, notification of spraying does not appear to be sufficient to ensure that citizens are informed, and there is a significant body of research indicating that aerial herbicides like glyphosate can have a detrimental effect on ecosystems, biodiversity, and human health.

On behalf of the Town of Annapolis Royal, I request that a moratorium be placed on the aerial spraying of herbicides until a formal report on the net benefits or net losses of such activity to the residents of Nova Scotia can be obtained by requisition of the provincial government.

Sincerely,

Amery Boyer,  
Mayor, Town of Annapolis Royal

cc: Alex Morrison, Warden, County of Annapolis  
Chris d'Entremont, MP West Nova  
Carman Kerr, MLA Annapolis  
Hon Jean-Yves Duclos, MP, Minister of Health  
Hon Michelle Thompson, MLA, Minister of Health and Wellness

285 St George Street, PO Box 310, Annapolis Royal NS B0S 1A0 Canada  
www.annapolisroyal.com phone (902) 532-2043 fax (902) 532-7443



## STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Dawn Campbell, Director Legislative Services  
**Report Number:** SR2022-36 AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy Amend  
**Subject:** Amend AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy (7 day notice)

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### RECOMMENDATION(S):

That municipal council amend *AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy* as revised and circulated (7 day notice).

### LEGISLATIVE AUTHORITY

Sections 23 and 24, *Municipal Government Act*, as amended  
*Income Tax Act (Canada)*, as amended

### BACKGROUND

This recommended amendment follows up on errors identified subsequent to January amendments.

### DISCUSSION

In June 2020, the policy was amended to remove the base remuneration amounts for councillors. This has resulted in confusion and lack of transparency regarding councillor remuneration. It is the recommendation of staff to amend the policy to reinstate the base remuneration for councillors being reflected in the policy.

### FINANCIAL IMPLICATIONS

N/A

### POLICY IMPLICATIONS

N/A

### ALTERNATIVES / OPTIONS

N/A

### NEXT STEPS

In accordance with Sub-section 48 (1) of the *Municipal Government Act*, seven (7) day notice to Municipal Council is required to amend *AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy*.



**ATTACHMENTS**

N/A

**Prepared by:**

Dawn Campbell, Director of Legislative Services

**Approved by:****Approval Date:**

Doug Patterson  
Interim Chief Administrative Officer

Feb 8, 23

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>	<b>AM - 1.2.1</b>
Section <b>Council and Committees</b>	Subject <b>Remuneration for Warden, Deputy Warden and Councillors Policy</b>

**1. APPLICATION**

This policy applies to members of Municipal Council.

**2. AUTHORITY**

Sections 23 and 24, *Municipal Government Act*, as amended  
*Income Tax Act (Canada)*, as amended

**3. REMUNERATION OF MEMBERS OF COUNCIL**

***Commencing on January 1, 2023***

3.1 Each Councillor shall be paid \$34,565 per annum.

3.2 In addition to the payment as a Councillor:

- The Warden shall be paid a further \$34,565 per annum; and
- The Deputy Warden shall be paid a further \$11,287 per annum.



**4. DEDUCTION FOR ABSENCES FROM MEETINGS**

Members of Council shall normally attend all meetings of Council, Committee of the Whole and all advisory boards and committees to which Council has appointed them. Unless Municipal Council specifically determines by resolution to excuse the absence of a councillor, a deduction of \$75.00 from remuneration shall be made for each absence, subject to the following:

- three absences from meetings of Council, Committee of the Whole, or an advisory board or committee during any year (November to October) shall not be penalized;
- absences from meetings of Council, Committee of the Whole, or an advisory board or committee for which 5 business days' notice of the meeting or a change in the meeting date has not been provided shall not be penalized.
- absence from consecutive meetings on a single day shall be deemed one absence;
- failure to attend because of alternative formal business on behalf of Council shall not be deemed to be an absence; and
- attendance shall be at their respective discretion where the Warden and Deputy Warden are ex-officio members.

**5. KILOMETRIC ALLOWANCE FOR MEETING ATTENDANCE**

Members of Council shall be reimbursed for travel expenses incurred in order to attend Council and Committee meetings or meetings of any organization to which they have been appointed by council. Reimbursement shall be at the rates contained in *AM-1.8.1 Travel and Expenses Policy*. The rate per kilometre shall be for actual distance travelled once each day to go to, and return from, every daily session of a meeting of the council or of a committee.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>	<b>AM - 1.2.1</b>
Section <b>Council and Committees</b>	Subject <b>Remuneration for Warden, Deputy Warden and Councillors Policy</b>

**6. MEDICAL / DENTAL BENEFITS**

Participation in the group medical / dental plan shall be optional for all councillors.

**7. ANNUAL INCREASE**

Unless Municipal Council specifically determines otherwise by resolution, all council remuneration shall be adjusted annually by 1.7% commencing on January 1<sup>st</sup>.

**7. PENSION EQUIVALENT**

For councillors who are unable to register in the County's pension plan due to age restrictions, an additional taxable allowance shall be provided equivalent to nine (9) percent of gross earnings.

Municipal Clerk's Annotation for Official Policy Book

I certify that this policy was adopted by Municipal Council as indicated below:

Seven (7) Day Notice ..... **PENDING February 14, 2023**

Council Approval ..... **PENDING February 21, 2023**

**Carolyn Young**

Municipal Clerk

**PENDING**

Date

At **Annapolis Royal** Nova Scotia

**Enacted April 20, 1999**

**2002/09/17** Elected officials' remuneration and allowances increased (5% of 1999 base), effective April 1, 2002.

**2003/10/21** Elected officials' remuneration and allowances increased (5% of 1999 base), effective April 1, 2003.

**2003/10/21** Annual honoraria set for citizen members of Bridgetown Water Supply Area Advisory Committee.

**2004/12/21** Annual honoraria set for citizen members of Lake Cady Water Supply Area Advisory Committee.

**2006/07/18** Removed annual honoraria for Chair of the Board of Directors of the Annapolis Co. Municipal Housing Corp. and added bullet in Section 5 "*absences from meetings of Council, Committee of the Whole, or a Committee of Council for which 5 business days' notice of the meeting or a change in the meeting date has not been provided shall not be penalized*".

**2008/11/18** Elected officials' remuneration and allowances increased effective April 1, 2009.

**2008/12/16** Revisions to Sections 7.3 and 7.4 to reflect: the inclusion of the Lawrencetown Water Supply Area Advisory Committee and removing honorariums limitations during an interim or general review.

**2010/08/17** Revision to delete Subsection 7.8 which reads "*The annual honorarium for the Chair of each of the Executive, Finance, Priorities & Planning, and Heritage Advisory Committees shall be \$600*"

**2010/09/21** Deleted references to Employment Equity & Environmental Advisory Committees

**2010/12/21** Policy Renamed as "*AM-1.2.1 Remuneration for Warden, Deputy Warden and Councillors Policy*" and all references to remuneration for committees / citizen members transferred to new policies

**2012/05/15** Elected officials' remuneration and allowances increased by 10% effective retroactive to April 1, 2012.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>	<b>AM - 1.2.1</b>
Section <b>Council and Committees</b>	Subject <b>Remuneration for Warden, Deputy Warden and Councillors Policy</b>

Amended PENDING February 2023

Page 2 of 4

- 2013/02/19** In Section 5, changed the first bullet to reflect that absences would be tracked from November to October rather than in accordance with the fiscal year; inserted the new remuneration / allowance rates to commence April 1, 2013; and deleted the following from Section 6:  
*Notwithstanding, to be eligible to receive reimbursement for travel expenses each councillor is required to be in attendance when the meeting is called to order and until the normal or stated adjournment time unless excused by municipal council.* Also, approved an increase of 2% for remuneration and allowances for councillors commencing April 1, 2013.
- 2013/04/16** In Section 6 removed the words "and subject to the conditions"; removed the sentence "Kilometric charges shall be for the actual distance traveled once each day to go to, and return from, the location of each meeting or all meetings at the same location on the same day"; and added the sentence "The rate per kilometre shall be for actual distance travelled once each day to go to, and return from, every daily session of a meeting of the council or of a committee."
- 2013/11/19** Added Section 8 formalizing optional medical / dental benefits for councillors.
- 2014/05/20** Elected officials' remuneration and allowances increased by 5% effective retroactive to April 1, 2014.
- 2015/04/21 DELETED:**  
**ANNUAL INCREASE CALCULATION FOR BUDGET**  
~~All council remuneration shall be adjusted annually in accordance with the Nova Scotia Consumer Price Index of the previous fiscal year (average all items) for approval as part of the annual operating budget.~~
- REPLACED WITH:**  
**ANNUAL INCREASE**  
Unless Municipal Council specifically determines otherwise by resolution, all council remuneration shall be adjusted for one year equivalent to 1.7 % commencing in 2015-16.
- 2016/04/19** Elected officials' remuneration and allowances increased by 10%
- 2016/06/21** In Section 5, added in the second sentence "*Unless Municipal Council specifically determines by resolution to excuse the absence of a councillor*".
- 2017/06/20**
- Elected officials' remuneration and allowances increased by 25%
  - Added Section 9 - Pension Equivalent
- 2018/06/19**
- Elected officials' remuneration and allowances increased by 1.7%
- 2019/04/16**
- Removed all references to "Allowances" (*necessary due to changes to Income Tax Act as of January 2019*)
  - Made numbering changes resulting from deletions
  - Increased elected officials' remuneration to off-set loss in "take home" resulting from elimination of tax free allowances
- 2020/06/16**
- Deleted Section 3:  
**REMUNERATION OF MEMBERS OF COUNCIL**  
~~3.1 Each Councillor shall be paid \$32,861 per annum.~~  
~~3.2 In addition to the payment as a Councillor:~~  
~~the Warden shall be paid a further \$32,861 per annum; and~~  
~~the Deputy Warden shall be paid a further \$10,730 per annum.~~
  - and re-numbered subsequent sections
- 2021/02/16**

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>	<b>AM - 1.2.1</b>
Section <b>Council and Committees</b>	Subject <b>Remuneration for Warden, Deputy Warden and Councillors Policy</b>

- Deleted in Section 7 "(subject to providing proof that he / she has established an instrument such as a Tax-Free Savings Account or other suitable investment instrument for this purpose)"

**2023/01/17**

- Inserted new Section 3 (re-numbered subsequent sections):  
**REMUNERATION OF MEMBERS OF COUNCIL**  
*Commencing on January 1, 2023*

Amended PENDING February 2023	Page 6 of 4
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- 3.1 Each Councillor shall be paid \$33,988 per annum.
- 3.2 In addition to the payment as a Councillor:
  - \* the Warden shall be paid a further \$33,988 per annum; and
  - \* the Deputy Warden shall be paid a further \$11,098 per annum.

And amended Section 7 as follows:

**ANNUAL INCREASE**

Unless Municipal Council specifically determines otherwise by resolution, all council remuneration shall be adjusted for one-year equivalent to annually by 1.7 % commencing in ~~2015-16~~ on January 1<sup>st</sup>.

**2023/02/21**

- Corrected remuneration amounts as follows:  
**REMUNERATION OF MEMBERS OF COUNCIL**  
*Commencing on January 1, 2023*

- 3.1 Each Councillor shall be paid \$34,565 per annum.
- 3.2 In addition to the payment as a Councillor:
  - \* the Warden shall be paid a further \$34,565 per annum; and
  - \* the Deputy Warden shall be paid a further \$11,287 per annum.

Amended PENDING February 2023	Page 4 of 4
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COUNTY of ANNAPOLIS  
NATURALLY ROOTED

## STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Dawn Campbell, Director Legislative Services  
**Report Number:** SR2022-33 AM-6.6.6 Signing Authorities Policy Amend  
**Subject:** Amend AM-6.6.6 *Signing Authorities Policy* (7 day notice)

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### RECOMMENDATION(S):

That municipal council amend AM-6.6.6 *Signing Authorities Policy* as circulated (7 day notice).

### LEGISLATIVE AUTHORITY

Sub-sections 13(3); 16(4) and 31(2)(d)(i) of the *Municipal Government Act*

### BACKGROUND

This recommended amendment follows up on previously suggested revisions in December that were referred back to staff for more information at the Feb Committee of the Whole.

### DISCUSSION

Overview of changes:

- Delete Sub-section 5(1) and re-number subsequent sections – this will be included in the Purchasing Policy and / or the Purchasing Card Policy when updated
- Changes in following section – clarify signing by one elected official and one staff person
- Added new Sub-section 5(2) – clarifies limited and exceptional circumstances that two staff persons may sign

### FINANCIAL IMPLICATIONS

N/A

### POLICY IMPLICATIONS

Purchasing Policy / Purchase Card Policy will be updated to include section removed

### ALTERNATIVES / OPTIONS

N/A

### NEXT STEPS

In accordance with Sub-section 48 (1) of the *Municipal Government Act*, seven (7) day notice to Municipal Council is required to amend AM-1.2.1 *Remuneration for Warden, Deputy Warden and Councillors Policy*.

**ATTACHMENTS**

N/A

**Prepared by:**

Dawn Campbell, Director of Legislative Services

**Reviewed by:**

Angela Anderson, Manager of Finance

**Approved by:**

Doug Patterson  
Interim Chief Administrative Officer

**Approval Date:**

Feb 8, 23

THE MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>		<b>AM – 6.6.6</b>
Section <b>Financial Administration</b>	Subject <b>Signing Authorities Policy</b>	

## 1. APPLICATION

The separation of duties is a powerful internal control. To increase the chance an error is caught before a transaction is complete and to ensure that decisions are not based on erroneous data, it is important to establish internal controls that prevent one person from controlling a process from start to finish. Given the number of employees at the County of Annapolis a complete separation of duties is not realistic. However, a clear policy around signing authority is one way to reduce the risk of error or fraud.

## 2. AUTHORITY FOR POLICY

Sub-sections 13(3); 16(4) and 31(2)(d)(i) of the *Municipal Government Act*

## 3. POLICY INTENT

To clarify internal control mechanisms relating to the signing of cheques or issuing of electronic funds transfers.

## 4. DEFINITIONS

In this Policy,

- (1) "CAO" means the County's Chief Administrative Officer;
- (2) "County" means the Municipality of the County of Annapolis.
- (3) "Municipality" means the Municipality of the County of Annapolis.
- (4) "Person Responsible" means the person designated as having budget responsibility for a specific cost centre.

## 5. ADMINISTRATION AND GENERAL PROVISIONS

- ~~(1) All expenditures in excess of \$5,000 shall be made by cheque or electronic funds transfers (i.e., not by credit card, cash, other tender types).~~
- (1) All cheques or electronic funds transfer payments lists shall be signed by ~~two of the following designated signing authorities:~~

One of the following elected officials:	AND One of the following staff:
<ul style="list-style-type: none"> <li>• Warden</li> <li>• Deputy Warden</li> </ul>	<ul style="list-style-type: none"> <li>• CAO;</li> <li>• Deputy CAO;</li> <li>• Clerk</li> <li>• Treasurer.</li> </ul>

- (2) In an exceptional or urgent circumstance, two staff members will be permitted to sign IF:
  - (a) The expenditure is provided for in the budget OR the expenditure is an "out of budget" expense specifically provided for by council resolution; AND



THE MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b>	<b>AM – 6.6.6</b>
Section <b>Financial Administration</b>	Subject <b>Signing Authorities Policy</b>

**(b) Prior notification has been provided to the Warden or Deputy Warden; AND**

**(c) The item is a time sensitive matter and neither the Warden nor Deputy Warden are available.**

- (3) When being presented with cheques to sign or electronic funds transfers to approve, a signing officer shall also be presented with purchase orders or expenditure approvals initialed or signed by the Person Responsible for the cost centre to which the expenditure is to be assigned.
- (4) Upon approval for distribution of Electronic Funds Transfer by designated signing authorities, the Accounts Payable Clerk will upload the SAP payment file to the bank. A second staff member with bank access must then approve the file for release.

Municipal Clerk's Annotation for Official Policy Book I certify that this policy was adopted by Municipal Council as indicated below: Seven (7) Day Notice..... <b>PENDING Feb 2023</b> Council Approval ..... <b>PENDING Feb 2023</b>	
<i><b>Carolyn Young</b></i> Municipal Clerk At <b>Annapolis Royal</b> Nova Scotia	<b>PENDING Feb 2023</b> Date

**Approved March 18, 2014**

**Amendments**

**April 18, 2017:**

- included additional permission for a Deputy CAO to sign in circumstances that the CAO may be incapacitated or in a circumstance that would be a perceived as a conflict for the CAO to sign.

**May 16, 2017:**

- adding permission for the Senior Administrative Assistant to sign in circumstances that the Municipal Clerk may be absent, incapacitated or in a circumstance that would be a perceived as a conflict for the Municipal Clerk to sign.

**May 21, 2019:**

- In Section 3 added "or issuing of electronic funds transfers;"
- In Sub-section 5 (1) replaced "\$10,000" with "\$5,000;" and added "or electronic funds transfers;"
- In Sub-section 5 (2) added "or electronic funds transfer payments lists;"
- In Sub-section 5 (3) added "or electronic funds transfers to approve;"
- Added Sub-section 5 (4).

**September 17, 2019:**

- In Sub-section 5 (2) (f) replaced "Senior Administrative Assistant" with "Deputy Municipal Clerk" to reflect changes to job title.

**Amended June 21, 2022**

**Page 3 of 3**

<p>THE MUNICIPALITY OF THE COUNTY OF ANNAPOLIS <b>POLICY AND ADMINISTRATION MANUAL</b></p>	<p><b>AM – 6.6.6</b></p>
<p>Section <b>Financial Administration</b></p>	<p>Subject <b>Signing Authorities Policy</b></p>

**May 18, 2021:**

- Amended by:
  - Deleting in Sub-section 5(2)(d) “during a period that the CAO is absent, otherwise incapacitated or in a circumstance that would be perceived as a conflict for the CAO to sign”;
  - Deleting in Sub-section 5(2)(e) “Municipal Clerk” and replacing with “Treasurer”; and
  - Deleting Sub-section 5(2)(f) “the Deputy Municipal Clerk during a period that the Municipal Clerk is absent, otherwise incapacitated or in a circumstance that would be a perceived as a conflict for the Municipal Clerk to sign.”

**June 21, 2022:**

- Amended by:
  - Adding in Sub-section 5(2)(f) “the Manager of Finance.”

**February 2023:**

- Amended by:
  - Deleted Sub-section 5(1): “*All expenditures in excess of \$5,000 shall be made by cheque or electronic funds transfers (i.e., not by credit card, cash, other tender types).*” and re-numbered subsequent sections (this will be included in the Purchasing Policy and / or the Purchasing Card Policy when updated)
  - Changes in following section – clarified signing by one elected official and one staff person
  - Added new Sub-section 5(2) – clarified limited and exceptional circumstances that two staff persons may sign



## STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Dawn Campbell, Director Legislative Services  
**Consultation Group:** Doug Patterson, Jim Young, Angela Anderson, Shelly Hudson  
**Report Number:** SR2023-06 M10 Sewer Charges Bylaw Amend – 1<sup>st</sup> Reading  
**Subject:** Amend *M10 Sewer Charges Bylaw* (1<sup>st</sup> Reading)

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### RECOMMENDATION(S):

That municipal council give first reading to amend *M10 Sewer Charges Bylaw* by deleting “point nine (0.9)” in Sub-section 2(2)(c) and replacing with “five (5).” (**1<sup>st</sup> Reading**)

### LEGISLATIVE AUTHORITY

Section 47 and Sub-section 49(1), *Municipal Government Act*, as amended

### BACKGROUND

This bylaw requires updating to reflect the County’s current calculation of sewer charges.

### DISCUSSION

This update is an interim measure to facilitate upcoming billing which will occur prior to completion of the rate study.

### FINANCIAL IMPLICATIONS

Sewer rates are subject to approval by Municipal Council.

### POLICY IMPLICATIONS

N/A

### ALTERNATIVES / OPTIONS

No other legal options are apparent

### NEXT STEPS

Normal statutory requirements (Two readings / two publications)

### ATTACHMENTS

*M10 Sewer Charges Bylaw (with proposed amendment)*

**Prepared by:**

Dawn Campbell, Director of Legislative Services

**Reviewed by:**

Jim Young, Director of Municipal Operations / Municipal Engineer

Angela Anderson, Manager of Finance

Shelly Hudson, Manager of Revenue

**Approved by:**



Doug Patterson  
Interim Chief Administrative Officer

**Approval Date:**

*Feb 8, 23*

(Date)

## **M10 SEWER CHARGES BYLAW**

- 1 For the purpose of this bylaw, unless the context otherwise requires:
- (a) "Building" means any dwelling, house, shop, store, office or structure which would require sewage services.
  - (b) "Dwelling" means a Building or portion thereof which is occupied or capable of being occupied as a home or residence by one or more persons.
  - (c) "Municipal Engineer" means the staff engineer of the Municipality or a consultant engineer engaged by the Municipality, or the Director of *Public Works* of the Municipality.
  - (d) "Owner" means a part owner, joint owner, tenant in common or joint tenant of the whole or any part of any land or building and includes a trustee, an executor, an administrator, a guardian, an agent, a mortgagee in possession of any other persons having the care or control of any land or building in case of the absence of disability of the person having title thereto.
  - (e) "Sewer" means a sewer or drainage system constructed, purchased, or otherwise acquired by the Municipality and maintained as a public sewer or drain, and includes the trunk main, all laterals to the street/property line and any sewage treatment plant connected thereto.
  - (f) "Year" means the fiscal year of the Municipality.
  - (g) "Lot Line" means a boundary line of a lot.
  - (h) "Front Lot Line" means the line dividing the lot from the street; in the case of a corner lot, the shorter boundary line abutting the street shall be deemed the front lot line; and where such lot lines are of equal length, the front line shall be deemed to be the front lot line as established in the block of prior construction. In the case of a through lot, the longer boundary dividing the lot from the street shall be deemed to be the front lot line; and the opposite, shorter boundary shall be deemed to be the rear lot lines; and where such lot lines are of equal length, the front lot line shall be deemed to be the front lot line as established in the block by prior construction.
  - (i) "Flankage Lot Line" means a side lot line which abuts the street on a corner lot.
  - (j) "Rear Lot Line" means the lot line from or opposite to the lot line.
  - (k) "Side Lot Line" means a lot line other than a front or rear lot line.
  - (l) "Lot" means any parcel of land described by its boundaries.
  - (m) "Corner Lot" means a lot situated at the intersection of and abutting on two or more streets. The shorter lot line shall be deemed the front line of said lot.
  - (n) "Flag Lot" means a lot characterized by its location of the main body of the lot generally at the rear of another lot or otherwise separated from the street or roadway which provides access, and by a narrower prolongation extending from the main portion of the lot to the said street or roadway. A flag lot generally resembles a flag on a pole in the case of a rectangular layout, or the main body of the lot with an umbilical prolongation providing access in the case of such a lot having irregular boundaries. The minimum interior dimension of a flag lot shall be measured in the main body of the lot.

- (o) "Lot Area" means the total horizontal area within the lot lines of a lot.
- (p) "Lot Depth" means the horizontal distance between the front and rear lot lines. Where these lot lines are not parallel, the lot depth shall be the length of a line joining the mid points of the front and rear lot lines.
- (q) "Lot Frontage" means the horizontal distance between the side lot lines, such distance being measured perpendicularly to the line joining the middle of the front lot line with either the middle of the rear lot line or the apex of a triangle formed by the side lot lines and at a point therein equal in distance to the minimum applicable front yard. In the case of a corner lot with a corner lot sight triangle, the exterior lot lines (street lines) shall be deemed to extend to their hypothetical point of intersection for the purpose of calculating the frontage. The definition shall not apply in the case of a flag lot, where "frontage" shall be the length of the front lot line abutting the street.
- (r) "Through Lot" means a lot bounded on two opposite sides by streets or a highway provided, however, that if any lot qualifies as being both a corner lot and a through lot as hereinbefore defined, such lot shall be deemed to be a corner lot for the purpose of this bylaw.
- (s) "Equivalent Unit" means a discharge to the system equal to that of a Dwelling.

## 2. ADMINISTRATIVE

- (1) The Municipality shall have a separate account for the sewer system operation.
- (2) The cost of the sewer service shall include:
  - (a) the direct operating and maintenance costs of the sewer systems, being the approved budget for the ensuing fiscal year;
  - (b) an allowance for the administrative costs associated with the sewer system, equal to five (5) per cent of the direct operating and maintenance costs of the system;
  - (c) a capital replacement cost up to ~~point nine (0.9)~~ **five (5)** per cent of the estimated replacement cost of the physical plant, including pumping stations, treatment plants, collector and trunk sewers, force mains and outfalls;
  - (d) the replacement cost will be reviewed every five years or at the discretion of Council.
- (3) The direct operating and maintenance costs of the sewer system do not include any part of the capital cost of the system, any extension of the system, any connection to the system of a lot or building that existed when the system was completed, or any debt charges associated with such costs.
- (4) Any capital costs incurred for replacement of any component of a sewer system shall be paid for out of the accumulated sewer capital replacement reserve fund for the sewer system. If the accumulated sewer capital replacement reserve fund is insufficient, the cost not paid for from the accumulated capital replacement reserve fund shall be charged to the sewer system and amortized over a period not to exceed the expected useful life of a system, with interest at a rate charged to the Municipality for other borrowings of a like nature.

**3. SEWER SERVICE CHARGE**

- (1) The sewer service charge shall be calculated annually by dividing the cost of the sewer service by the total of the Equivalent Units (*See Schedule "A"*). The cost of sewer service shall be calculated in accordance with Section 2. The total Equivalent Units shall be calculated in accordance with Section 5 on or before March 31st in each year.
- (2)
  - (a) The sewer service charge for each year shall normally be billed in the first quarter of the fiscal year.
  - (b) The sewer service charge is due and payable within 31 days of the billing date.
  - (c) The sewer service charge, if not paid when due, shall bear interest at the same rate as charged on unpaid taxes.
  - (d) The sewer service charge is a lien on the whole of the property subject to the sewer charge in the same manner and with the same effect as rates and taxes under the *Municipal Government Act*.
  - (e) The sewer service charge and interest thereon may be sued for and collected in the name of the Municipality in the same manner as other rates and taxes.
  - (f) Land is liable to be sold for unpaid sewer service charges in the same manner and with the same effect as for unpaid rates and taxes pursuant to the *Municipal Government Act*.
- (3) Prorated partial year billings will be issued for new Buildings commencing upon the date of connection.
- (4) Billings for newly created lots shall commence in the next billing period.
- (5) Industrial producers or processors may make application and justify, to the satisfaction of the Municipal Engineer that a significant portion of water use is consumed in production and is not discharged to the community sewer system. In such circumstances the sewer service charge may be calculated by dividing the annual sewer discharge (as measured by meter as specified by the County and installed at the expense of the property owner) by 55,000 gallons, to determine the number of Equivalent Units.

**4. WHO IS LIABLE FOR SEWER SERVICE CHARGES**

- (1) Every owner of land:
  - (a) on which any Building is connected to the sewer line is located; or
  - (b) that fronts on any street or highway in which a sewer is situate; or
  - (c) that fronts on any right-of-way which connects to a street or highway in which a sewer is situate; or
  - (d) on which a building is situate that Council has ordered be connected to a sewer line;shall pay to the Municipality, each year, a sewer service charge.

- (2) Sewer service charges shall be levied on the owners of all properties liable to pay commencing in the year following the year in which a sewer has been installed or the year in which a building on the property has been connected to the sewer on a pro-rated basis, whichever is earlier.
- (3) For the purposes of this By-Law, a sewer has been installed when the Municipal Engineer has certified to Council that the system or the project of which the sewer forms part is substantially complete.
- (4) The Municipality shall forward a notice to each owner of land who is liable for the payment of the sewer charge that a sewer has been installed.
- (5) Municipal Council may grant exemptions from charges under this bylaw in the following circumstances:
  - (a) the Owner of the property does not have the legal ability to construct and maintain a sewer between the property and the municipal sewer; or
  - (b) the Owner of the property is, for reasons determined valid by the Engineer, unable to obtain a requisite provincial or federal permit to construct the sewer connection between the property and the municipal sewer.
- (5) An exemption shall remain in force unless circumstances under which the exemption was granted no longer exist.
- (6) A lot of land on which no building has been constructed and which has less than the minimum frontage or area for a lot served by a central sewer system, or a lot served by both a central sewer and a central water systems, as the case may be for the lot of land in question, as required by the Subdivision By-Law or by an applicable Land Use By-Law (whichever is stricter) is exempt from the sewer service charge.

## 5. SEWER SERVICE CHARGES

- (1) Each owner of land liable to pay the sewer service charge shall pay with respect to the number and kinds of buildings or equipment situate on the land according to *Schedule "A"*.
- (2) *Schedule "A"* may be amended, from time-to-time by resolution of Council.

<b><u>Clerk's Annotation For Official Bylaw Book</u></b>	
Date of First Reading for Amendment	PENDING February 21, 2023
Date of Advertisement of Notice of Intent to Consider Amendment	PENDING March 3, 2023
Date of Final Reading for Amendment	PENDING March 21, 2023
Date of advertisement of Bylaw Amendment	PENDING March 31, 2023
I certify that this Bylaw was adopted by Municipal Council and published as indicated above.	
<b>Carolyn Young</b>	April 1, 2023
Municipal Clerk	Date
<i>*Effective date of the Bylaw unless otherwise specified.</i>	



**AMENDMENTS**

First Reading	August 20, 2002
"Notice of Intent" Publication	August 28, 2002
Final Reading	September 17, 2002
Effective Date (Publication)	October 1, 2002

**BYLAW M10 AMENDMENTS (SECTION 4)**

First Reading	February 17, 2004
Second Reading	April 20, 2004
Effective Date (Publication)	April 26, 2004

**BYLAW M10 AMENDMENTS (SCHEDULE A)**

First Reading	Waived, July 20, 2004
Second Reading	July 20, 2004
Effective Date	April 1, 2005

**BYLAW M10 AMENDMENTS (SCHEDULE A)**

First Reading	March 16, 2010
Second Reading	April 20, 2010
Effective Date	May 6, 2010

**BYLAW M10 AMENDMENTS**

First Reading	September 18, 2012
Second Reading	October 16, 2012
Effective Date (Publication)	October 25, 2012

**BYLAW M10 AMENDMENTS**

First Reading	September 18, 2012
Second Reading	October 16, 2012
Effective Date (Publication)	October 25, 2012

**BYLAW M10 AMENDMENTS**

First Reading	March 19, 2013
Second Reading	April 16, 2013
Effective Date (Publication)	April 25, 2013

**BYLAW M10 AMENDMENTS**

First Reading	May 19, 2015
Second Reading	June 16, 2015
Effective Date (Publication)	July 30, 2015

**BYLAW M10 AMENDMENTS**

First Reading	Pending Feb. 21, 2023
Second Reading	Pending March 21, 2023
Effective Date (Publication)	Pending March 31, 2023

Change - Sub-section 2(2)(c): *a capital replacement cost up to ~~point nine (0.9)~~ **five (5)** per cent of the estimated replacement cost of the physical plant, including pumping stations, treatment plants, collector and trunk sewers, force mains and outfalls;*

## M10 SEWER SERVICE CHARGES BY-LAW

## SCHEDULE "A"

Category	Equivalent Units
Building / Dwelling	1
Academic classroom in a school	1
Site in a mobile home park	1
Washing machine in a laundromat	1
Licensed bed in a nursing home or home for special	2/3
Hotel or motel	1 plus 1/4 per room
Campground or trailer park	1 plus 1/10 per site
Restaurant/lounge, lounge, tavern, pub: 1 –10 seats	1
11-50 seats	2
for each additional 50 seats or fraction thereof	1
200 feet of frontage or fraction thereof for each lot upon which no building has been constructed and which is not in active agricultural use and meets the requirements of Sections 4(1)(b) and 4(1)(c)	1/3
1,000 feet of frontage or fraction thereof for each lot upon which no building has been constructed and which is in active agricultural use.	1/3
Industrial, commercial and institutional uses	1 for each 55,000 gallons per annum of water consumed or discharged to the sewer during the immediately preceding calendar year, with a minimum value of one equivalent unit
All other property	1 plus 1 for each retail premise or office space or building in excess of



# STAFF REPORT

**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Jim Young, P.Eng, Director of Municipal Operations  
**Report Number:** SR2023-07 ICIP Agreement Execution – Church Street Sewer Main Extension  
**Subject:** ICIP Agreement Execution – Church Street Sewer Main Extension

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## RECOMMENDATION(S):

That Municipal Council authorize the Warden and Clerk to execute the ICIP agreement for the Church Street Sewer Main Extension.

## LEGISLATIVE AUTHORITY

*Municipal Government Act s. 13(3)*

## BACKGROUND

The Municipality has been aware of planned re-development of the Mountains and Meadows Care Group Senior Home on Church Street outside of the community of Bridgetown. For existing municipal sewer services to reach the planned site the sewer main needs to be extended past the current termination point by an additional 550 meters. The estimated cost provided by previous municipal consultants was \$681,250.

## DISCUSSION

In 2022, the Municipality applied to the Investing in Canada Infrastructure Program (ICIP) for the Church Street project. In January 2023, the Warden received a letter providing formal notice that ICIP has approved the application and will partner with us to support the project. The estimated contribution from the provincial and federal governments is \$500,133. Mountains and Meadows Care Group agreed to support the project with a maximum of \$185,000 contribution to cover the additional expense.

## FINANCIAL IMPLICATIONS

We must adhere to the terms of the ICIP agreement.

## POLICY IMPLICATIONS

Not applicable.

## ALTERNATIVES / OPTIONS

- Choose not to authorize the execution of the ICIP Agreement.

## NEXT STEPS

If approved, staff will prepare the document for signatures and ensure that it is executed. Following that, staff will begin work on the project.

## ATTACHMENTS

- ICIP Approval Letter
- ICIP Agreement

**Prepared by:**

Amy Barr, Contracts and Procurement Coordinator

**Reviewed by:**

Jim Young, P.Eng, Director of Municipal Operations

**Approved by:**



Douglas Patterson  
Interim Chief Administrative Officer

**Approval Date:**

Feb 8, 23  
(Date)



**Municipal Affairs and Housing  
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • [novascotia.ca](http://novascotia.ca)

JAN 05 2023

Alex Morrison, Warden  
Municipality of the County of Annapolis  
VIA E-Mail: [amorrison@annapoliscounty.ca](mailto:amorrison@annapoliscounty.ca)

Dear Warden Morrison:

**RE: Investing in Canada Infrastructure Program (ICIP) - Project 05-22-0078  
Municipality of the County of Annapolis - Church Street Sewer Main Extension**

The Province of Nova Scotia is pleased to partner with your Municipality and the Federal Government to support your project. I have enclosed a copy of the Contribution Agreement under the Investing in Canada Infrastructure Program (ICIP) for the above-noted project.

Please sign the Agreement, keep a copy for your file, and return a scan of the signed Agreement Form to: [ICIP@novascotia.ca](mailto:ICIP@novascotia.ca)

Should you or your staff have any questions regarding your Contribution Agreement under the ICIP, please contact Hardy Stuckless, Director of Municipal Infrastructure at (902) 220-1532.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Lohr", written over a horizontal line.

Honourable John A. Lohr  
Minister of Municipal Affairs and Housing

c: Doug Patterson, Interim Chief Administrative Officer, [dpatterson@annapoliscounty.ca](mailto:dpatterson@annapoliscounty.ca)

Enclosure



related communication materials under this Agreement.

**"Construction Start"** means the performance of physical activities on the property which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**"Contract"** means an agreement between the Recipient and a Third Party whereby the Third Party agrees to supply a product or service to the Project in return for financial consideration.

**"Contribution"** means the amount of funds contributed to the Project by Canada and the Province as set out in Schedule C.

**"Declaration of Substantial Completion"** means the form of declaration provided for in Schedule F.

**"Effective Date"** means the date of last signature of this Agreement.

**"Eligible Expenditures"** means those costs of the Project eligible for payment by Canada and the Province as set out in Schedule A.1 (Eligible Expenditures).

**"Final Claim Due Date"** means the date prescribed as such in Schedule C.

**"Fiscal Year"** means the period beginning on April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the following calendar year.

**"ICIP"** has the meaning as assigned in the preamble of this Agreement.

**"ICIP Agreement"** has the meaning as assigned in the preamble of this Agreement.

**"Incurred"** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

**"Ineligible Expenditures"** means those costs of the Project ineligible for payment by Canada and the Province as set out in Schedule A.2 (Ineligible Expenditures).

**"Joint Communications"** are events, news releases, and signage that relate to the promotion of the Program and/or Projects and are collaboratively developed and approved by Canada and the Province and are not operational in nature.

**"Oversight Committee"** means the Federal/Provincial committee established under the ICIP Agreement to monitor the delivery of the ICIP.

**"Person"** means, without limitation, a person, the Province and the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

**"Program"** means the ICIP Program as set out in this Agreement.

**"Project"** means the project as set out in Schedule B (Statement of Work) and as approved by Canada and the Province.

**"Project Approval Date"** means the date prescribed as such in Schedule B.

**"Project End Date"** means the date prescribed as such in Schedule B.

**"Substantial Completion" or "Substantially Completed"** means, the date as shown on the executed Declaration of Substantial Completion, as shown in Schedule F (Declaration of Substantial Completion), submitted by the Recipient for the Project, marking the date on which the Project can be used for the purpose for which it was intended as described in Schedule B (Statement of Work).

**"Technical Working Group"** means a Provincial/Municipal group formed under this Agreement (per Section 4) which may be established to guide the project to meet expected outcomes.

**"Third Party"** means a party which enters into a Contract with the Recipient in relation to the Project.

**"Total Financial Assistance"** means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **1.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada or the Province, except as expressly set out in this Agreement.

## **1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A - Eligible and Ineligible Expenditures

Schedule B - Statement of Work

Schedule C - Statement of Financial Contribution

Schedule D - Reporting Requirements

Schedule E - Communications Protocol

Schedule F - Declaration of Substantial Completion

## **2. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada and the Province will provide funding to the Recipient for the Project.

## **3. OBLIGATION OF THE PARTIES**

### **3.1 CONTRIBUTION BY THE PROVINCE**

- a) Subject to the other terms and conditions of this Agreement, the Province agrees to pay a contribution to the Recipient for the Project, on behalf of Canada and the Province, in the amounts outlined in Schedule C (Statement of Financial Contribution) in respect of that Project.
- b) Committed funding contributions for the Project will be payable in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule C (Statement of Financial Contribution).
- c) The maximum funding provided from all provincial sources to the Project, will not exceed 33.33% of the total approved Eligible Expenditures for the Project unless prior approval in writing is provided by the Province, which for the purposes of this Agreement, must be the Minister of Municipal Affairs and Housing.
- d) The maximum funding provided from all federal sources to the Project, will not exceed 40% of the total approved Eligible Expenditures for the Project.
- e) The Parties acknowledge that Canada and the Province's role in a Project is limited to making a financial contribution to the Recipient for the Project and that neither Canada nor the Province will have any involvement in the implementation of the Project or its operation. Canada and the Province are neither decision-makers nor administrators to the Project.



### **3.2 CHANGES IN PROJECT COSTS AND FUNDING**

The Province will be responsible to oversee and administer any Project amendments submitted by the Recipient in regard to the scope, timing and location of the Project provided that:

- a) Any federal or provincial funding paid for Eligible Expenditures incurred and paid for the Project will be returned to the Province should the Project be cancelled or withdrawn;
- b) The Recipient agrees that changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the ICIP Agreement. When seeking to make a change to the Project, the Recipient will promptly submit updated Project information to the Province's and Canada's satisfaction;
- c) The Recipient will inform the Province promptly of any planned changes to the Project. The Recipient agrees that any changes to the Project will require the Province's written consent;
- d) The Recipient will provide, at the Province's request and to Canada's satisfaction, additional information related to changes to the Project; and,
- e) If, at any time during the term of this Agreement, one of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and both Canada and the Province may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the shortfall, then the Province may exercise one of the remedies listed at section 15.3 (Remedies on Default).

### **3.3 APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada or the Province's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada or the Legislative Assembly of Nova Scotia has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada or the Province may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or Canada or the Province's main or supplementary estimates expenditures. Neither Canada nor the Province will be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### **3.4 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement. The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- b) The Recipient shall use or engage qualified project management for the duration of the Project. Only with the written approval of the Province may the Recipient manage the Project with its own staff.
- c) The Recipient will ensure that the Project will be completed by the Project End Date as stated in Schedule B (Statement of Work) and will provide the Province a duly executed Schedule F (Declaration of Substantial Completion) to be submitted with the final claim form.
- d) The Recipient will be responsible for ensuring the implementation, operation, maintenance, and repair of the Assets and infrastructure investment that is the subject of this Agreement, in accordance with appropriate standards, at minimum for the entirety of Asset Disposal Period.

- e) The Recipient will inform Canada and the Province immediately of any fact or event that may compromise wholly, or in part, the Project.
- f) The Recipient will ensure that prior to the commencement of the Project and throughout the term of this Agreement, it shall have in place the insurance policies set out in Section 8.3 (Insurance).
- g) The Recipient acknowledges that neither Canada nor the Province will be financially responsible for any ineligible expenditures or cost overruns for the Project.
- h) The Recipient will be responsible for any costs associated with the withdrawal or cancellation of the Project and will repay to the Province any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- i) If the total estimated Eligible Expenditures for the Project is twenty-five million dollars (\$25,000,000) or more, the Recipient agrees to report on community employment benefits provided to at least three (3) federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises) in the manner required by the Province, unless this requirement has been waived by the Province.
- j) If the project is identified as a *Climate Change Mitigation* project or if the total estimated Eligible Expenditures for the Project is ten million dollars (\$10,000,000) or more, the Recipient agrees that Canada and the Province have no obligation to make payments to the Recipient in respect of a project until the Recipient completes the climate lens requirement to Canada's and the Province's satisfaction.
- k) The Province will communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee, in respect of the Project and the Recipient covenants to use its best efforts to correct any deficiency so identified.

#### 4. TECHNICAL WORKING GROUP

At the discretion of the Province, the Parties agree to establish a project technical working group to be comprised of members from the Project and the Province of Nova Scotia. The role of this group will be to provide guidance and oversight of this project as well as ensuring adherence to expected project outcomes. If the Province determines that the technical working group is to be formed, the proponent will be notified, and a meeting scheduled. At the initial meeting, the following should be determined: technical working group terms of reference, meeting frequency, and the identification of technical working group leads for both the Project and the Province of Nova Scotia.

#### 5. FEDERAL REQUIREMENTS FOR PROJECTS

The Recipient agrees that the Project must meet or exceed:

- a) any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change; and,
- b) the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.

#### 6. CONDITIONS PRECEDENT

- a) Condition(s)

The Recipient agrees that the Province has no obligation to make payments to the Recipient in respect of the Project unless and until it demonstrates, to the Province's satisfaction, that the conditions precedent with respect to the Project as outlined in Schedule B (Statement of Work) have been satisfied.

- b) Remedy

In the event that the Recipient is unable to meet the conditions precedent set out in Schedule B (Statement of Work) in respect of the Project, Canada and the Province may terminate their obligations under the Agreement as it applies to the Project. Both Canada

and Nova Scotia will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of such obligations.

## **7. FISCAL YEAR BUDGETING**

- a) The estimated contribution amounts payable by Canada and the Province to the Recipient for each Fiscal Year of the Project are set out in Schedule C (Statement of Financial Contribution).
- b) If the actual amount payable by Canada and the Province in respect of any Fiscal Year of a Project differs from the estimated amount in Schedule C (Statement of Financial Contribution) of that Project, the Recipient shall request in a timely manner that Canada and the Province re-allocate the difference between the two amounts to a subsequent Fiscal Year of that Project. Subject to subsection 3.3 (Appropriations and Funding Levels) and provided the Recipient has made the request, the Province agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of a Project's funding will require appropriation adjustments or provincial Legislative Assembly approvals.
- c) In the event that any requested re-allocation of the Project's funding is not approved, the amount of Canada's and the Province's contribution payable pursuant to subsection 3.1 (Contribution by the Province) in respect of that Project may be reduced by the amount of the requested re-allocation. If the contribution payable by the Province pursuant to subsection 3.1 (Contribution by the Province) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

## **8. CONTRACT PROCEDURES**

### **8.1. AWARDING OF CONTRACTS**

- a) The Recipient agrees that an appropriate tendering process will be followed in all circumstances where more than one supplier of goods and services is available. The Recipient shall ensure that all tendering practices will ensure Contracts will be awarded in a way that is fair, competitive, transparent, open, accountable, and consistent with value-for-money principles and meet the intent of the Province's procurement policy, including compliance with the Agreement on Internal Trade between the Federal, Provincial and Territorial governments, as well as compliance with the Canada Free Trade Agreement and international trade agreements, if applicable.
- b) If the Province or Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing clause 8.1(a), upon notification to the Recipient, the Province and Canada may consider the expenditures associated with the Contract to be ineligible.
- c) Where a Contract is awarded to other than the lowest bidder, to ensure compliance with clause 8.1(a) the Province, at its discretion, may require the Recipient to provide a report including a complete account of the facts, rationale for rejecting the lowest bidder, and a resolution by the Recipient's Council or Board choosing the successful bid.
- d) Any untendered costs may be deemed ineligible for cost-sharing unless approved in writing by Canada and the Province prior to the cost being incurred.
- e) Canada and the Province may in their absolute discretion require a report on any cost or expense incurred by the recipient, whether tendered or not. The Recipient shall provide such details and information as Canada and the Province may reasonably require.

### **8.2. CONTRACT PROVISIONS**

All contracts entered into by the Recipient with a Third Party for the implementation of the Project shall include the following provisions:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each Project it participates in for at least six (6) years after the Agreement End Date

and that Canada and the Province has the contractual right to audit such accounts and records;

- b) all applicable labour, environmental, and human rights legislation is respected;
- c) the Province, Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of a Contract and any records and accounts respecting each Project and will have free access to each Project site and to any documentation relevant for the purpose of audit; and,
- d) The Third Party shall be solely responsible for and shall save harmless and indemnify Canada, the Province and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from (i) the Project; (ii) the performance of the contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents. (iii) the on-going operation, maintenance and contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents; and/or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents.

### **8.3. INSURANCE**

- a) The Recipient shall, without limiting the Recipient's obligation or liabilities and at the Recipient's own expense, provide, maintain, and pay for, any and all insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary.
- b) The Recipient agrees to purchase and maintain Commercial General Liability with a per occurrence limit deemed appropriate in consideration of the scale and scope of the Project, covering bodily injury, personal injury and property damage and including liability assumed under this agreement arising out of all operations of the Recipient or any of its officers, employees, or agents who are involved in completing the Project. This policy must include "His Majesty the King in Right of the Province of Nova Scotia" as an additional insured.

## **9. CLAIMS AND PAYMENTS**

### **9.1. PAYMENT CONDITIONS**

The Province will not:

- a) pay any claims in respect of the Project submitted after the Final Claim due date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province;
- b) pay interest for failing to make a payment under this Agreement; and
- c) pay any claims for the Project until the requirements regarding the *Canadian Environmental Assessment Act*, 2012 and aboriginal consultation, if identified in respect of the Project are, in Canada's and Nova Scotia's opinion, satisfied to the extent possible at the date the claim is submitted to the Province.
- d) pay any claims for the Project until the Recipient completes, to Canada's and Nova Scotia's satisfaction, the climate lens requirement as identified in Section 3.4 (j) of this Agreement.
- e) Pay any claims for the Project until the Recipient has complied with any reporting requirements under this Agreement required at the time of payment.

### **9.2. PROGRESS CLAIMS**

- a) After Eligible Expenditures have been incurred and paid by the Recipient, payments from the program, if any, will be disbursed upon satisfactory receipt of a completed interim claim in a format as prescribed by the Province. Each progress claim must include an attestation by the Project Manager and, if the Project involves a Municipal

Recipient, the Senior Municipal Official designated in writing by the Recipient as to the accuracy of the information submitted in support of the claim.

- b) An interim claim must be accompanied by a claim details form, including cheque date and number, supplier name and invoice number, particulars and cheque amount.
- c) Where reasonable, claims should be submitted as soon as possible after the Eligible Expenditure is incurred. At the latest, claims must be received by March 31st of the year following the Fiscal Year in which the Eligible Expenditure is incurred and, in all circumstances, no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.
- d) The Recipient shall comply with Generally Accepted Accounting Principles (GAAP), in effect and applied in Nova Scotia, for the purpose of financial reporting on this Project and will provide accurate and timely progress reports on a quarterly basis or as otherwise requested by the Province.

### **9.3. FINAL CLAIM**

The Recipient will submit a final claim to the Province for the Project no later than the Final Claim Due Date as prescribed on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province. Prior to the release of the final payment by Canada and the Province, all reporting requirements must be met as outlined in Schedule D (Reporting Requirements).

### **9.4. FINAL ADJUSTMENTS**

Upon receipt of the final claim for the Project, but before issuing the final payment for the Project, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

### **9.5. PROJECT DEADLINE**

The Project must be Substantially Complete by no later than the Project End Date as prescribed on Schedule B (Statement of Work), and all claims for payment must be submitted to the Province for payment no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.

### **9.6. RETENTION OF CONTRIBUTION**

Payments made during the Project will not exceed 90% of the Contribution. The Project is subject to a financial holdback of 10% until the Project is completed to the satisfaction of Canada and the Province, and all reporting requirements have been fulfilled.

### **9.7. DECLARATION OF SUBSTANTIAL COMPLETION**

- a) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by the Province.
- b) The Declaration of Substantial Completion must be submitted to the Province when the Project can be used for the purpose for which it was intended but no later than the Project End Date as stated in Schedule B (Statement of Work).

## **10. REPORTING**

- a) The Recipient will provide regular project progress updates, project cashflow updates, and report on project outcomes achieved, as per Schedule D (Reporting Requirements), to the Province at a timing and frequency determined by the Province. The first progress report under this Agreement must cover the period beginning on the Project Approval Date.
- b) The Recipient acknowledges that the information contained within the progress reports may be used by Nova Scotia and Canada to publicly report on program results at any point in time after the Recipient's Project has been approved under this program.

## **11. AUDIT**

- a) Canada and the Province may require additional assurances in the form of an independent audit opinion, carried out at the Recipient's expense and conducted by an accredited and independent auditor in accordance with the Canadian Auditing Standards to confirm that expenditures claimed to Canada and the Province for reimbursement were Eligible Expenditures.
- b) Canada and the Province reserves the right to undertake, at any time, any other audit in relation to a Project at its expense. Canada and the Province will conduct a program compliance audit which will include a financial component and the Recipient agrees to comply with requests for project information in an open and timely manner.
- c) The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. A report on follow-up actions taken to address recommendations and results of the audits will be submitted to Canada and the Province by the Recipient in a timely manner.
- d) The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after the Agreement End Date.

## **12. EVALUATION**

- a) If requested, the Recipient agrees to participate in a review of the Project, to assess Project achievements in relation to the Project outcomes. This review may be conducted by the Province and/or Canada and will require the Recipient to provide information as described in 12(b).
- b) The Recipient agrees to provide all information related to the Project requested by Canada and the Province during the term of the Agreement and up to a period of six (6) years following the Agreement end date or termination date. This will allow Canada and/or the Province to conduct an evaluation of the performance of the ICIP Program.

## **13. ACCESS**

The Recipient will provide Canada and the Province and their designated representatives with reasonable and timely access to each Project site, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

## **14. COMMUNICATION**

- a) The Parties will comply with Schedule E (Communications Protocol).
- b) The Province and Recipient acknowledge that the following may be made publicly available by Canada:
  - i. the name of the Parties, the amount awarded by Canada, and the general nature of the Project; and
  - ii. any evaluation or audit report and other reviews related to this Agreement.

## **15. DEFAULT**

### **15.1. EVENTS OF DEFAULT**

Each of the following constitutes an "Event of Default" under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement.
- b) The Recipient has submitted false or misleading information to Canada or the Province or made a false or misleading representation to Canada or the Province in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada and the Province's satisfaction.

### **15.2. DEFAULT**

Canada and the Province will not declare that an Event of Default has occurred unless Canada and the Province has given notice to the Recipient of the event, which in Canada and the Province's opinion, constitutes an Event of Default and the Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of Canada and the Province, that it has taken such steps as are necessary to remedy the Event of Default, and has notified Canada and the Province of the rectification.

### **15.3. REMEDIES ON DEFAULT**

Should an Event of Default occur under this Agreement, Canada and the Province may exercise one or more of the following remedies, without limiting any other remedy available to Canada and the Province at law:

- a) suspend or terminate any obligation of Canada and the Province to contribute or continue to contribute funding to a Project to which the Event of Default relates, including any obligation to pay any amount owing prior to the date of such suspension or termination;
- b) require the Recipient to reimburse Canada and the Province for all or any part of the Contribution paid by Canada and the Province to the Recipient for the Project;
- c) Terminate this Agreement.

### **16. INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada and the Province, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to persons, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any person;
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada and the Province in the performance of his or her duties.

### **17. DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by Canada and the Province, the Recipient shall retain title to and ownership of an Asset for five (5) years after the Agreement End Date. At any time or times during this five (5) year period, Canada and the Province may require written confirmation from the Recipient, to the satisfaction of Canada and the Province, that the Asset is and continues to be retained by the Recipient.
- b) If at any time within five (5) years from the Agreement End Date, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, the Province, a local government, or with Canada's and the Province's consent, the Recipient may be required to reimburse Canada, via the Province, and the Province any and all funds received from the Province under this Agreement for the Project.

### **18. ENVIRONMENTAL ASSESSMENT**

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the Canadian Environmental

Assessment Act, 2012 (CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

## **19. ABORIGINAL CONSULTATION**

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met.

## **20. GENERAL**

### **20.1. ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

### **20.2. SURVIVAL**

The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

### **20.3. CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of either Canada or the Province applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform the Province should it become aware of the existence of any such situation.

### **20.4. NO AGENCY, PARTNERSHIP, JOINT VENTURE**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the Province and the Recipient or between the Province and a Third Party.
- b) The Recipient will not represent itself, including in any Contract, as a partner, employee or agent of Canada or the Province.

### **20.5. NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of a Party or to act as an agent for a Party. The Recipient will take the necessary action to ensure that any Contract contains a provision to that effect.

### **20.6. INTEREST ON DEBTS DUE**

Debts due to Canada and the Province will accrue interest.

### **20.7. SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

### **20.8. ASSIGNMENT**



The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada and the Province. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's and the Province's express written consent is void.

#### **20.9. AMENDMENTS**

- a) This Agreement may only be amended by the execution of a written Amending Agreement between the Parties, in a form satisfactory to the Province.
- b) For the purposes of this Agreement, Director of Municipal Infrastructure, Department of Municipal Affairs and Housing (the "Director") is hereby delegated the authority on behalf of the Province, in the Director's sole discretion, at the request of the Recipient, to:
  - (i) grant extensions to the Agreement End Date, the Project End Date, the Final Claim Due Date and to revise the forecast of estimated contribution by Fiscal Year shown in Schedule C as may be required due to such extension; and
  - (ii) approve changes to the Project Statement of Work shown in Schedule B provided that:
    - A. there is no material change to the nature of the Project; and
    - B. any change will not result in a requirement for an increase in a contribution by Canada or Nova Scotia as set out in Schedule C.
- c) Where a change referred to in clause (b) would result in a reduction in a contribution from Canada or Nova Scotia, the Parties agree to amend the Agreement accordingly.
- d) Where a change referred to in clause (b) would require a change to the Project outcomes reporting provided for in article D.2 of Schedule D, the Parties agree to amend the Agreement accordingly.
- e) Any amendments agreed to under clauses (b), (c) or (d) will be evidenced by a written Amending Agreement, executed by both Parties, which when executed will constitute an amendment to this Agreement. The Director is hereby authorized by the Province to execute on the Province's behalf any Amending Agreement required under this clause.

#### **20.10. WAIVER**

Either Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

#### **20.11. NOTICE**

Any notice provided under this Agreement may be delivered in person, sent by mail, email or facsimile, addressed to:

For the Province:

Hardy Stuckless  
Director, Municipal Infrastructure  
Department of Municipal Affairs and Housing  
Maritime Centre, 8 North  
1505 Barrington Street  
PO Box 216  
Halifax, NS B3J 2M4

or to such other address or facsimile number or addressed to such other person as the Province may, from time to time, designate in writing to the Recipient; and

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

Such notice will be deemed to have been received, if sent by mail, when receipt is acknowledged by the other Party; by facsimile or email, when transmitted and receipt is confirmed; and in person, when delivered.

**20.12. COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws, regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**20.13. GOVERNING LAW**

This Agreement shall be interpreted and applied exclusively in accordance with the laws of Nova Scotia and the applicable federal laws of Canada. The Courts of Nova Scotia shall have exclusive jurisdiction.

**20.14. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and permitted assigns.

2023-02-14 COTW Agenda Package

## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### **A.1 ELIGIBLE EXPENDITURES**

Eligible Expenditures will include only the following:

- a) All costs considered by Nova Scotia and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in Schedule A.2 (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in Section 3.4 (j) (Commitments by the Recipient) as well as creating community employment benefit plans, if applicable;
- b) The incremental costs of employees of the Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and,
  - ii. The arrangement is approved in advance and in writing by Nova Scotia and Canada.
- c) Costs will only be eligible as of the Project Approval Date, except for costs associated with completing climate lens requirement as outlined in Section 3.4 (j) (Commitments by the Recipient), which are eligible before Project approval, but can only be paid if and when a Project is approved by Nova Scotia and Canada for contribution funding under this Agreement.

### **A.2 INELIGIBLE EXPENDITURES**

The following are expenditures that are not eligible:

- a) Costs incurred before the Project Approval Date and any expenditures related to contracts signed prior to project approval, except for expenditures associated with completing the climate lens requirements as per Section 3.4 (j) (Commitments by the Recipient);
- b) Costs Incurred for cancelled Projects;
- c) Costs incurred after the Project End Date as listed on Schedule B (Statement of Work);
- d) Costs incurred that have not been claimed to the Province by the Final Claim Due Date as listed on Schedule C (Statement of Financial Contribution);
- e) Costs of relocating entire communities;
- f) Land acquisition;
- g) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- h) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Schedule A.1 (b) (Eligible Expenditures);
- i) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- j) Any goods and services costs which are received through donations or in kind;
- k) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- l) Costs associated with operating expenses and regularly scheduled maintenance work;
- m) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and,

- n) All capital costs, including site preparation and construction costs, until Nova Scotia and Canada have confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 17 (Environmental Assessment) and Section 18 (Aboriginal Consultation) have been met to the extent possible and continue to be met.

## **SCHEDULE B – STATEMENT OF WORK**

**Applicant:** MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

**Project Name:** MUNICIPALITY OF ANNAPOLIS - EXTENSION OF THE CHURCH STREET SEWER MAIN

**Project Number:** 05-22-0078

**Project Description:**

This project will extend wastewater collection services to a new senior's home re-development site with an extension of approximately 550 metres to the existing sewer main on Church Street in Bridgetown located within Annapolis County. The extension will run from the existing sewer main termination to the new Mountains and Meadows Home Re-Development site. The sewer main will run beside Church Street within existing easement.

**Condition(s) Precedent:**

- The Recipient agrees to ensure Aboriginal Consultation obligations as per Section 19 of this Agreement have been met.

**Project Approval Date:** December 16, 2022

**Project End Date:** March 31, 2024

# **SCHEDULE C - STATEMENT OF FINANCIAL CONTRIBUTION**

**Applicant:** MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

**Project Name:** MUNICIPALITY OF ANNAPOLIS - EXTENSION OF THE CHURCH STREET SEWER MAIN

**Project Number:** 05-22-0078

**Final Claim Due Date:** September 30, 2024

## **Contribution by Canada and Nova Scotia:**

Nova Scotia agrees to pay a contribution to the Recipient to a maximum of **\$227,333 (33.33%)**.

Canada agrees to pay a contribution to the Recipient of **40%** of the total Eligible Expenditures for the Project to a maximum of **\$272,800**.

## **Project Cash Flow**

<b>Total Estimated Costs:</b>	<b>\$682,000</b>	<b>Total Shareable Costs:</b>	<b>\$682,000</b>
-------------------------------	------------------	-------------------------------	------------------

<b>Estimated Expenditures</b>	<b>Forecast</b>					
<b>Estimated Contribution by Nova Scotia and Canada</b>	<b>Forecast of Estimated Contribution by Fiscal Year*</b>					
	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>
<b>\$500,133</b>		<b>\$500,133</b>				

\*Note: Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of the Contribution Agreement.

## **SCHEDULE D – REPORTING REQUIREMENTS**

### **D.1 PROJECT PROGRESS / CASHFLOW REPORTS**

The Recipient will provide a progress report on the status of the Project, in a format to be prescribed by the Province, and upon timelines prescribed by the Province. The information to be collected may include, but is not limited to, the dates around design, tender, award, construction start, anticipated completion date, any identified risks, financial information on claimed amount and anticipated claim amount. The Recipient will also be required to provide a completed project cashflow survey form at a timing and frequency as determined by the Province. All progress and cashflow reports must be attested to prior to submission.

### **D.2 PROJECT OUTCOMES REPORT**

The Recipient agrees to report, in a format and at a frequency determined by the Province, on progress towards achieving the following project outcomes measures as well as confirmation of meeting these measures that were identified in their application to the Province for project funding consideration:

- Increased capacity to treat and/or manage wastewater and/or stormwater.

The Recipient also agrees to meet with representatives of the Province to discuss the progress of the Project at a frequency determined by the Province.



## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### **E.1 PURPOSE**

- a) This Communications Protocol outlines the roles and responsibilities of each of Canada and the Province, as well as those of the Recipient, with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement.

### **E.2 GUIDING PRINCIPLES**

- a) Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) The Province is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Recipients and for ensuring their compliance.
- d) The Province will communicate to Recipients any deficiencies and/or corrective actions identified by Canada, the Province or by the Oversight Committee.

### **E.3 JOINT COMMUNICATIONS**

- a) Canada, the Province and the Recipient will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of Canada, the Province and the Recipient.
- c) All Joint Communications material will be approved by Canada and Nova Scotia and will recognize the funding of all Parties
- d) Canada, the Province or the Recipient may request Joint Communications. The requestor will provide at least 15 business days' notice to Canada, the Province or the Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide the opportunity for Canada, the Province or the Recipient to choose to participate and choose their own designated representative (in the case of an event).
- f) The Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in this Agreement.
- g) Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos. In such cases, Canada will provide the translation services and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

### **E.4 INDIVIDUAL COMMUNICATIONS**

- a) Notwithstanding Section E.3 of this Communications Protocol (Joint Communications), Canada and the Province each retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through its own Communications Activities.
- b) Canada, the Province, and the Recipient may each include general Program messaging and Project examples in their own Communications Activities. Canada, Nova Scotia and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.
- c) Canada, Nova Scotia or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear.
- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with project name and location.

#### **E.5 OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to this Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada. The Province may also make such operational communications if it determines it is appropriate.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of Nova Scotia in a similar manner.

#### **E.6 MEDIA RELATIONS**

Canada and the Province will share information promptly with the other Party should significant media inquiries be received, or emerging media or stakeholder issues arise to a Project or the overall fund.

#### **E.7 SIGNAGE**

- a) Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada and the Province, the Recipient will produce and install a sign to recognize federal and provincial funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.
- c) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal and provincial contribution and be approved in writing by both Canada and Nova Scotia.
- d) The Recipient agrees to inform the Province of sign installations and will include this information as part of their reporting requirements.
- e) For more information on signage specifications or general questions regarding signage for the project, the Recipient will reach out to Infrastructure Canada (INFC). The following website address provides more information and contact options for INFC:

- <https://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>

- f) If erected, signage recognizing the federal and provincial contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- g) If erected, signage recognizing the federal and provincial contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- h) The Recipient is responsible for the production and installation of Project signage, including costs, or as otherwise agreed upon.
- i) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will clearly recognize Canada's contribution under Schedule A (Terms and Conditions) and/or the Total Financial Assistance received for the Project(s).

#### **E.8 COMMUNICATING WITH RECIPIENTS**

The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **E.9 ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Province may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, Canada, the Province or the Recipient will inform the other of its intention no less than twenty-one (21) working days prior to the campaign launch.

**SCHEDULE F - DECLARATION OF SUBSTANTIAL COMPLETION**

In the matter of the Agreement between the Government of Nova Scotia, as represented

by the Minister of Municipal Affairs and Housing, and the Municipality of the County of Annapolis,  
the Recipient,

dated \_\_\_\_\_, pursuant to the Investing in Canada Infrastructure Program

Agreement (the "Agreement"):

I, \_\_\_\_\_, hold the position of \_\_\_\_\_ for  
(Name) (Title)

Municipality of the County of Annapolis, in the Province of Nova Scotia and, as such, have  
knowledge of the

matters set forth in this declaration and believe this declaration to be true and correct.

I declare to the best of my knowledge and belief that the Project identified as

\_\_\_\_\_, as approved on \_\_\_\_\_ has

reached Substantial Completion as defined in the Agreement on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_ (the "Substantial Completion Date").

All terms and conditions of the Agreement that are required to be met as of the date of this  
declaration have been met.

Declared at \_\_\_\_\_, in Nova Scotia

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)



COUNTY of ANNAPOLIS  
NATURALLY ROOTED

# STAFF REPORT

**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Cheryl Mason, Manager of Protective Services  
**Report Number:** SR2023-08 Animal Control – Town of Middleton  
**Subject:** **Animal Control Agreement with Town of Middleton**

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## **RECOMMENDATION(S):**

That Municipal Council authorize the renewal of the Short Form Agreement with the Town of Middleton to be signed by the Warden and Municipal Clerk for a five (5) year term for animal control with the Town of Middleton starting April 1, 2023 ending March 31, 2028.

## **LEGISLATIVE AUTHORITY**

Section 61 of the *Municipal Government Act*

## **BACKGROUND**

The County of Annapolis has been providing dog control to the Town of Middleton for many years. The current contract ends March 31, 2023.

Protective Services provides the inter-municipal service on a cost recovery basis for the enforcement of the Animal Control By-law for the picking up of a dog and answering nuisance calls regarding a cat. It is the wish of the Town to continue with the service and it was confirmed with the Chief Administrative Officer that the Town does not have a pound and the convenience and cooperation of Animal Control meets their needs.

## **DISCUSSION**

In the past, the term has been three (3) years however there does not seem to be any reason that this could not be a five (5) year agreement. Should either party wish to terminate the agreement, it can be done with a day (30 day) notice.

## **FINANCIAL IMPLICATIONS**

It is hereby recommended that an administrative fee be included in the Agreement for providing service to the Town of Middleton at a cost of \$75 per event. As well, the cost to the owner of an animal is subject to any and all expenses incurred and shall be paid before the animal is returned to the owner.

There is no effect to the budget of Animal Control as costs are recuperated as follows:

Complaint: \$75 to respond to each complaint which includes picking up the animal, obtaining information and/or taking pictures, whether the animal is picked up or not.

Impound Cost: \$30 impound fee and \$15 per day board fee.

Travel Costs: Mileage to respond to a complaint, whether it is taken to the Animal Control Facility or not, is calculated based on the current County of Annapolis mileage rate.

Extraordinary Costs: Reimbursement for any expenses incurred by the Animal Control Officer in relation to the animal including costs for veterinarian care, as deemed necessary.

**Note:** Should the dog owner not come forward, the above costs would then be invoiced to the Town along with the administrative fee.

### **POLICY IMPLICATIONS**

It has been the procedure that all Agreements with other agencies over one year in term are to be presented to Committee of the Whole for recommendation to Council and the appropriate signing authorities would be confirmed.

### **ALTERNATIVES / OPTIONS**

Option 1 – Extend the Agreement for five (5) years

Option 2 – Not extend the Agreement with the Town of Middleton

### **NEXT STEPS**

Manager of Protective Services will advise the Town on Council's motion whether to renew or not. If renewed, Manager will make arrangements for the appropriate Town representatives to sign the Agreement and return to the County for signatures to confirm acceptance and approval as directed by Council.

### **ATTACHMENTS:**

Copy of Agreement

### **Prepared by**

Cheryl Mason, Manager Protective Services

### **Reviewed by:**

Dawn Campbell, Director of Legislative Services & HR

### **Approved by:**



Doug Patterson,  
Interim Chief Administrative Officer

### **Approval Date:**

Feb 8, 23

(date)

## Short Form Agreement for Supply of Work, Goods or Materials

### The Provider

**Provider:** Town of Middleton  
**Address:** 131 Commercial Street, Middleton, NS B0S 1P0  
**Contact Person:** Ashely Crocker, Chief Administrative Officer  
**Phone Number:** 902-825-4841  
**Cell Number:** \_\_\_\_\_  
**Email Address:** acrockertown.middleton.ns.ca

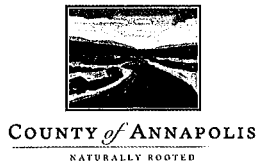
### The Municipality of the County of Annapolis

**Contact Person:** Cheryl Mason, Manager of Protective Services  
**Phone Number:** (902) 532-0691  
**Cell Number:** (902) 840-3766  
**Email Address:** cmason@annapoliscounty.ca

### Terms of Agreement

#### Conditions and Special Provisions

1. Whereas the County owns and operates an Animal Control Facility (Pound), the Town hereby requests the County of Annapolis Animal Control Officer / Pound Keeper to respond to complaints under the Animal Control Bylaw for reports of a dog that: runs at large; attacked or injured a person or domestic animal, fails to comply with a notice to muzzle, securely leash, and ensure that the dog is under control of a person not under 18 years or age when the dog is off the property of the owner; who fails to comply with a notice to keep the dog securely restrained either indoors or inside an escape-proof enclosure that does not allow the dog to jump, climb or dig its ways out of while it is on the property of the owner; whose owner fails to remove feces from a public or private property; whose dog persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise; or owns, keeps or harbours a fierce or dangerous dog, and each event is subject to an administrative fee for staff costs in the amount of \$75.00.
2. The Town hereby agrees that its residents will be subject to the arrangements designated by the County for responding to such complaints and providing information received by Animal Control. Should the owner not pay the fee, the Town will reimburse the County based on the following fees for service:
  - a. Animal Complaints: \$75 to respond to each complaint which includes picking up the animal, obtaining information and/or taking pictures, whether the animal is picked up or not.
  - b. Impound Cost: \$30 impounding fee and \$15 per day board fee.
  - c. Travel Costs: Mileage to respond to a complaint whether it is taken to the Animal Control Facility or not is calculated based on the current County of Annapolis mileage rate.
  - d. Extraordinary Costs: Reimbursement for any expenses incurred by the Animal Control Officer in relation to the animal including costs for veterinarian care, as deemed necessary.



752 St. George Street  
Annapolis Royal, Nova Scotia, Canada B0S 1A0  
Phone: (902) 532-2331 Fax: (902) 532-2096  
Website: AnnapolisCounty.ca

Page 2

**Short Form Agreement for Supply of Work, Goods or Materials**

**The Town of Middleton**

3. Whereas the Town annually appoints the respective County employee(s) as the Animal Control Officer(s) for the Town; the Town agrees to compensate the County for providing animal control services in the amount set forth above as the need arises. The Town also agrees to provide a current copy of its By-law and promptly apprise the County of any amendments thereto.
4. The start date for this Agreement is April 1, 2023 and it expires on March 31, 2028 five (5) years).
5. The Town agrees the County will make arrangements with a local veterinarian or animal society for the disposition of the animal not less than Seven (7) days from date of Notice to Owner as outlined in the Town's Animal Control Bylaw.
6. The Town shall keep the County up to date on dog tags sold for the ability to contact the owner should a tag be identified.
7. The Agreement may be terminated within thirty (30) days upon written notice from either party.

I/We understand and agree to the Terms and Conditions, which form part of this Agreement.

**TOWN OF MIDDLETON**

\_\_\_\_\_  
Ashley Crocker, Chief Administrative Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

This Agreement is hereby accepted and approved on behalf of The Municipality of the County of Annapolis

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Original:      Vault

- ☐ Department Manager  
☐ Finance  
☐ The Provider





COUNTY of ANNAPOLIS  
NATURALLY ROOTED

# STAFF REPORT

**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Cheryl Mason, Manager of Protective Services  
**Report Number:** SR2023-09 Animal Control – Town of Annapolis Royal  
**Subject:** **Animal Control Agreement with Town of Annapolis Royal**

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## **RECOMMENDATION(S):**

That Municipal Council authorize the renewal of the Short Form Agreement with the Town of Annapolis Royal to be signed by the Warden and Municipal Clerk for a five year agreement for animal control with the Town of Annapolis Royal starting April 1, 2023 ending March 31, 2028.

## **LEGISLATIVE AUTHORITY**

Section 61 of the *Municipal Government Act*

## **BACKGROUND**

The County of Annapolis has been providing dog control to the Town of Annapolis Royal for many years. The current contract ends March 31, 2023.

Protective Services provides the inter-municipal service on a cost recovery basis for the enforcement of the Town's Dog By-law. It is the wish of the Town to continue with the service due to the fact that the Town does not have a pound and the convenience and cooperation of Animal Control meets their needs.

## **DISCUSSION**

In the past, the term has been three (3) years however there does not seem to be any reason that this could not be a five (5) year agreement. Should either party wish to terminate the agreement, it can be done within a day (30 day) notice.

## **FINANCIAL IMPLICATIONS**

It has been recommended that an administrative fee should be included in the Agreement for providing service to the Town of Annapolis Royal at a cost of \$75 per event. As well, the owner of the dog is subject to any and all expenses incurred to be paid before the dog is returned to the owner.

There is no effect to the budget of Animal Control as costs are recuperated as follows:

Complaint: \$75 for responding to each complaint which includes picking up the animal, obtaining information, and/or taking pictures, whether the animal is picked up or not.

Impounding: \$30 impound fee and \$15 per day board fee.

Travel Costs: Mileage to respond to a complaint, whether it is taken to the Animal Control Facility or not, is calculated based on the current County of Annapolis mileage rate.

Posting Notices: \$10 - 3 Notices are required to be posted in the Town when an animal has been impounded; 1 at Town Hall and 2 others in public locations around the Town.

Extraordinary Costs: Reimbursement for any expenses incurred by the Animal Control Officer in relation to the animal including costs for veterinarian care, as deemed necessary.

Registered Mail: Cost as determined by Canada Post – Town Dog By-law requires that a registered letter be sent to the owner of the dog to advise their dog has been impounded.

**Note**: Should the dog owner not come forward, the above costs would then be invoiced to the Town along with the administrative fee.

### **POLICY IMPLICATIONS**

It has been the procedure that all Agreements with other agencies over one year in term are to be presented to Committee of the Whole for recommendation to Council and the appropriate signing authorities would be confirmed.

### **ALTERNATIVES / OPTIONS**

Option 1 – Extend the Agreement for another five (5) years

Option 2 – Not extend the Agreement and give written notice to the Town of Annapolis.

### **NEXT STEPS**

Manager of Protective Services will advise the Town of Annapolis Royal of Council's decision.

### **ATTACHMENTS:**

Copy of Agreement – Town of Annapolis Royal

### **Prepared by:**

Cheryl Mason, Manager Protective Services

### **Reviewed by:**

Dawn Campbell, Director of Legislative Services & HR

### **Approved by:**

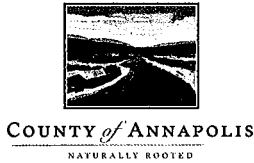


Doug Patterson  
Interim Chief Administrative Officer

### **Approval Date:**

Feb 9, 23

(date)



752 St. George Street  
Annapolis Royal, Nova Scotia, Canada B0S 1A0  
Phone: (902) 532-2331 Fax: (902) 532-2096  
Website: AnnapolisCounty.ca

## Short Form Agreement for Supply of Work, Goods or Materials

### The Provider

**Provider:** Town of Annapolis Royal  
**Address:** 285 St. George Street, Annapolis Royal, NS B0S 1A0  
**Contact Person:** Sandi Millett-Campbell, Chief Administrative Officer  
**Phone Number:** 902-532-2043  
**Cell Number:** \_\_\_\_\_  
**Email Address:** cao@annapolisroyal.com

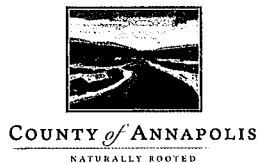
### The Municipality of the County of Annapolis

**Contact Person:** Cheryl Mason, Manager of Protective Services  
**Phone Number:** (902) 532-0691  
**Cell Number:** (902) 840-3766  
**Email Address:** cmason@annapoliscountry.ca

### Terms of Agreement

#### Conditions and Special Provisions

1. Whereas the County owns and operates an Animal Control Facility (Pound), the Town hereby requests the County of Annapolis Animal Control Officer / Pound Keeper to respond to complaints under the Dog By-law for reports of a dog that: runs at large; or is not wearing a tag; or is not registered, or is fierce or dangerous, or that is rabid or appears rabid; or whose owner fails to remove feces from a public or private property, or a dog that persistently disturbs quiet of the neighbourhood as the County has designated employee(s) to provide animal control services and each event is subject to an administrative fee for staff costs in the amount of \$75.00.
2. The Town hereby agrees that its residents will be subject to the arrangements designated by the County for responding to such complaints and providing information received by Animal Control. Should the owner not pay the fee, the Town will reimburse the County based on the following fees for service:
  - a. Animal Complaints: \$75 to respond to each complaint which includes picking up the animal, obtaining information and/or taking pictures, whether the animal is picked up or not.
  - b. Impound Cost: \$30 impounding fee and \$15 per day board fee.
  - c. Travel Costs: Mileage to respond to a complaint whether it is taken to the Animal Control Facility or not is calculated based on the current County of Annapolis mileage rate.
  - d. Posting Notices: \$10 – 3 Notices are required to be posted in the Town when an animal has been impounded; 1 at Town Hall and 2 others in public locations around the Town.
  - e. Extraordinary Costs: Reimbursement for any expenses incurred by the Animal Control Officer in relation to the animal including costs for veterinarian care, as deemed necessary.
  - f. Registered Mail: Cost as determined by Canada Post – Town Dog By-law requires that a registered letter be sent to the owner of the dog to advise that their dog has been impounded.



752 St. George Street  
Annapolis Royal, Nova Scotia, Canada B0S 1A0  
Phone: (902) 532-2331 Fax: (902) 532-2096  
Website: AnnapolisCounty.ca

Page 2

**Short Form Agreement for Supply of Work, Goods or Materials**

**The Town of Annapolis Royal**

3. Whereas the Town annually appoints the respective County employee(s) as the Animal Control Officer(s) for the Town; the Town agrees to compensate the County for providing animal control services in the amount set forth above as the need arises. The Town also agrees to provide a current copy of its By-law and promptly apprise the County of any amendments thereto.
4. The start date for this Agreement is April 1, 2023 and it expires on March 31, 2028 five (5) years).
5. The Town agrees the County will make arrangements with a local veterinarian or animal society for the disposition of the animal not less than Seven (7) days from date of Notice to Owner as outlined in the Town's Dog By-law.
6. The Town shall keep the County up to date on dog tags sold for the ability to contact the owner should a tag be identified.
7. The Agreement may be terminated within thirty (30) days upon written notice from either party.

I/We understand and agree to the Terms and Conditions, which form part of this Agreement.

**TOWN OF ANNAPOLIS ROYAL**

\_\_\_\_\_  
Sandi Millett-Campbell, Chief Administrative Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

This Agreement is hereby accepted and approved on behalf of The Municipality of the County of Annapolis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Original:      Vault

- ☐ Department Manager  
☐ Finance  
☐ The Provider



# STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Cheryl Mason, Manager of Protective Services  
**Report Number:** SR2023-10 Release of Fire Capital Reserve – Middleton Fire Dept.  
**Subject:** Release of Capital Reserve Funds – Middleton Fire Department

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## RECOMMENDATION(S):

That Municipal Council authorize the withdrawal of \$31,115 from Capital Fire Services Reserve Fund for the Middleton Fire Department to purchase four self-contained breathing apparatus.

## LEGISLATIVE AUTHORITY

Section 65 of the *Municipal Government Act*  
County of Annapolis AM-1.4.2.1 Fire and Emergency Services Policy

## BACKGROUND

A letter was received from Chief Toole requesting the funds for four (4) new Self Contained Breathing apparatus that are currently 34 years old. Also received was a copy of the minutes of the September 2022 meeting where the general membership voted to approve the request along with a letter from the Annapolis County Fire Services Association acknowledging the request for release of funds from the Capital Fire Services Reserve. Note that as they are replacing only four (4) SCBA they will be purchasing from the current supplier so a tender was not called.

This request is a required need and eligible for funding through the Capital Fire Services Reserve. Note that less than 75% of the cost is being requested and the balance of funds have already been approved from the Town of Middleton to provide \$15,000 towards the purchase so they are looking for an amount of \$31,115. The department attempted to have them upgraded but were advised they were too old now.

## DISCUSSION

None

## FINANCIAL IMPLICATIONS

Finance Department confirmed that funds are available and after the withdrawal of \$31,115 they still have a balance of \$296,775.30 in the Capital Fire Services Reserve fund.

## POLICY IMPLICATIONS

None

## ALTERNATIVES / OPTIONS

None

**NEXT STEPS**

When approved by Council, staff will contact the Fire Chief to advise cheque to be released.

**ATTACHMENTS:**

- 1 – Letter from Chief Toole
- 2 – Minutes of Middleton Fire Department of September 2022
- 3 – Letter of support from Annapolis County Fire Services Association

**Prepared by:**

Cheryl Mason, Manager of Protective Services

**Reviewed by:**

Dawn Campbell, Director of Legislative Services & HR

**Reviewed by:**

Angela Anderson, Manager of Finance

**Approved by:**

Doug Patterson  
Interim Chief Administrative Officer

**Approval Date:**

(Date)



## Middleton Fire Department

PO Box 1366  
49 Church St.  
Middleton, NS  
B0S 1P0  
[www.middletonfiredepartment.ca](http://www.middletonfiredepartment.ca)  
[mfdchiefs@bellaliant.com](mailto:mfdchiefs@bellaliant.com)

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December 12, 2022

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

Attention: Cheryl Mason, Fire Service Coordinator

Dear Ms. Mason:

I am writing to advise the County of Annapolis that the Middleton Fire Department is requesting a draw from our capital reserve fund towards the replacement of four self-contained breathing apparatus. These units will replace our current 34-year-old breathing air packs for front line fire fighting protection. This project is in our 2022/23 capital budget purchasing plan. The cost of this project is \$46,115 including HST. Fifteen thousand dollars will be coming from The Town of Middleton, with the balance of \$31,115 to be secured from the capitol county reserve fund. Please feel free to contact me with any questions regarding this request.

Sincerely,

Chief Mike Toole  
Middleton Fire Department  
C#902-825-8277  
E-mail, [mfdchiefs@bellaliant.com](mailto:mfdchiefs@bellaliant.com)



## **Annapolis County Fire Service Association**

Email: [president@acfsa.info](mailto:president@acfsa.info) Phone: 902-309-1170

P.O. Box 713, Middleton, NS B0S 1P0

January 4, 2023

Annapolis County Council,

This is a letter of awareness to state that the Chiefs of the ACFSA are aware that the Middleton Fire Department has identified their intention to request funds from their Capital Reserve Fund to assist with the purchase of new Self Contained Breathing Apparatus. They will be providing additional details as the project moves forward.

On behalf of the eleven Fire Departments of the Annapolis County Fire Service Association.

President,

Rob Brown  
Deputy Fire Chief, Bridgetown Vol. Fire Department



## **September 2022 Meeting of the Middleton Fire Department Minutes**

The regular monthly meeting of the Middleton Fire Department was held Wednesday, September 28, 2022, at the Fire Hall. Mike Toole called the meeting to order at 7:05PM there were 19 members present.

### **Minutes:**

- It was moved by Gordon Rodgers and seconded by Scott Whynot that the minutes of the July meeting be accepted as circulated. Motion carried.

### **BUSINESS FROM THE MINUTES**

- We have not seen any funds from the RCMP Musical Ride in Lawrencetown. Lorne Brown suggested that the July minutes should have stated more clearly that the money was being donated to local fire halls, as it sounded like it was intended for 4H groups instead.
- The Lawrencetown Exhibition traffic control went smoothly.

### **CORRESPONDENCE**

- Usual monthly publications are in the club room.

### **BILLS AND ACCOUNTS**

- Moved by John Thompson and seconded by Gordon Rodgers that the Treasurer's Report be accepted as circulated. All indicated yay except Lorne Brown, with his reasoning being that the report is the actual financial record for the department. Motion carried.

### **REPORTS:**

Chief Toole:

- The first official draft of the tender has come back from Jost Architecture.
- There is about \$1,419,000 in the town donation account.
- Thanks to the members who assisted with the Exhibition events.
- We have had yet another fire at the trailer park in Wilmot. Keep your eyes and ears open on scene. Chris Barker recommended that the government be requested to set a fund up for security on suspicious fire scenes, as volunteers have jobs they need to attend to and there were no other authorities available to secure the scene until the Fire Marshall could attend. There was no insurance on the trailer. Lorne Brown noted that it is not against the law to burn your own property as long as there is no insurance fraud committed, and no other properties are damaged during the fire.

1<sup>st</sup> Deputy Chief Veinot

- The end of season BBQ will be held at the fire hall on October 15 due to Hurricane Fiona.
- 100 Club is beginning October 13 at The Capitol. We did get a 50-50 ticket license for the first night's event. Assistance will be needed serving tables and selling tickets.
- The Century Bike Ride was canceled due to weather but we sold out on the meals that we prepared.
- We did not need to have a REMO response due to the mild storm experienced locally. The town generator requires a 1,000 RPM tractor PTO to function. Spurr's Farm did offer to provide a tractor if needed.

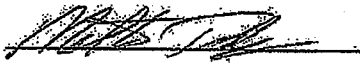
- Mike Toole applied for funding to upgrade the last four airparks on Truck 12 to bring them up to the 2018 standard but has found that we are not able to get the packs upgraded after previously told otherwise. There is capital money remaining in the Annapolis County fund and Mike wants to purchase four new packs to replace them instead. In order to take money out of the county reserve account, the request needs to go through our monthly meeting. Moved by Chris Barker that we purchase the airparks, seconded by Lorne Brown. Motion carried.

- Halloween night is coming up. There was disappointment last year due to not holding truck rides. We will intend to hold the truck rides and change things if needed.

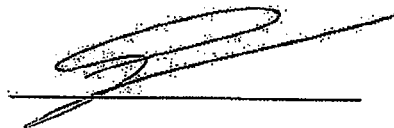
- Hilton Seymour inquired about if any fire departments had been wiped out from the recent hurricane. We have not heard anything officially or unofficially. It was mentioned that the province is expecting to have to replace about 4,000 hydro poles.

#### **Adjournment**

- Moved by Gordon Rodgers and seconded by Scott Whynot that we adjourn the meeting at 8:20PM. Motion carried.

A handwritten signature in dark ink, appearing to be "Mike Toole", written over a horizontal line.

Fire Chief

A handwritten signature in dark ink, appearing to be "Chris Barker", written over a horizontal line.

Secretary



COUNTY of ANNAPOLIS  
NATURALLY ROOTED

# STAFF REPORT

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**Report To:** Council  
**Meeting Date:** February 14, 2023  
**Prepared By:** Angela Anderson, Manager of Finance  
**Report Number:** SR2023-11 Kings Transit Authority Deficit Funding 2021-22  
**Subject:** Kings Transit Deficit Funding – 2021/22

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## RECOMMENDATION(S):

That Council authorize the payment of the deficit from the 2021/22 fiscal year per the adjusted financial statements in the amount of \$78,623 from the operating reserve.

## LEGISLATIVE AUTHORITY

### BACKGROUND

Kings Transit Authority (KTA) bills the County of Annapolis monthly installments for service and if there is an operating deficit upon year end the County is responsible for their share along with the other stakeholders; the Core, and the District of Digby. It is typical for KTA to result in a deficit.

All revenues and expenditures for the County of Annapolis are related to the routes within the County as well as the assets (mainly buses) required to provide the service.

When staff received the 2021/22 audited financial statements from Kings Transit Authority (KTA) the deficit was much higher than previous years at \$143,901 which resulted in questions for KTA.

### DISCUSSION

The audited financial statements from KTA originally included a \$143,901 deficit. Further analysis determined that largest budget variances were in the following spending areas:

- Management Fees – proportionate share, based on ridership, that pertains to the County (includes admin/overhead)
- Vehicle Fuel
- Vehicle Repairs and Maintenance

It was determined that fuel was budgeted at \$0.73/L but during the operational year fuel costs were approximately double the initial estimates. Therefore, this increase was expected and deemed reasonable.

Further investigation into the vehicle repairs and maintenance concluded that the County's routes are around 750km per day which increases the requirement for maintenance activities. Additionally the buses are approaching the end of their useful life with the exception of the bus replaced part way through 2021/22 fiscal year. The following contributed to this budget variance as well:

- A bus broke down twice requiring an \$1,800 tow each time plus repairs
- Repairs are not always done at the lowest cost due to the lack of supply and resulting higher prices for parts and the demand to have the buses operating normally.

The management fees allocate the administrative costs on a proportionate basis of ridership. The management expenses for the District of Digby increased 28% over the prior fiscal, and the County of Annapolis' share increased 34% over the prior year. KTA provided further analysis resulting in a reduction of management fees over the prior two fiscal periods as follows:

- 2021/22 - \$49,757 reduction
- 2020/21 - \$15,521 reduction

It is staff's recommendation that this better represents the expectation and is accurate.

### **FINANCIAL IMPLICATIONS**

This cost was not provided for in the 2022/23 operating budget and it is recommended to be funded through the operating reserve.

### **POLICY IMPLICATIONS**

None.

### **ALTERNATIVES / OPTIONS**

That Council authorize the payment of the deficit from the 2021/22 fiscal year per the adjusted financial statements in the amount of \$78,623 from the operating reserve; and

That Council direct staff to replenish the operating reserve in the full amount through the 2023/24 operating budget process.

The alternative provided is different only regarding replenishment of the funds taken from operating reserve in the next budget cycle.

### **NEXT STEPS**

(State what will be done next, if anything)

### **ATTACHMENTS**

Kings Transit Invoice  
Unadjusted Kings Transit Statement

### **Prepared by:**

Angela Anderson, CPA, Manager of Finance/Treasurer

### **Approved by:**



Doug Patterson, Interim Chief Administrative Officer

### **Approval Date:**

Feb 8, 23

# Kings Transit Authority

29 Crescent Drive  
New Minas, Nova Scotia B4N 3G7  
CANADA

## INVOICE

Invoice No.: 705970  
Date: 03/31/2022  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

Mun. of the County of Annapolis  
P.O. Box 100  
752 St. George Street  
Annapolis Royal, Nova Scotia BOS1AO

**Ship to:**

Mun. of the County of Annapolis  
ANNAPOLIS, Nova Scotia

Business No.: 128846599RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			To reconcile 2021 and 2022 partner contribution deficiency based on the 2022 Audited Financial Statements			
			Original 2022 Surplus/(DEFICIT)			143,901.00
			2022 Adjustment			-49,757.00
			2021 Adjustment			-15,521.00
Shipped By: Tracking Number:					Total Amount	78,623.00
Comment:					Amount Paid	0.00
Sold By:					Amount Owning	78,623.00

**ORIGINAL**

**Kings Transit Authority**  
**Supplemental Information**  
**Annapolis County (Unaudited)**  
*For the year ended March 31, 2022*

	Budget	2022 Actual	2021 Actual
<b>REVENUE</b>			
Fares	\$ 88,000	\$ 105,173	\$ 68,538
Grants, municipal units	488,900	488,924	438,251
Grants, other	—	—	1,920
Advertising	3,000	3,450	250
Other revenue	—	—	—
	579,900	597,547	508,959
<b>EXPENDITURES</b>			
Advertising	400	—	—
Commissions	700	919	671
Employee benefits	33,000	31,217	22,537
Insurance	21,000	32,276	20,037
License and permits	7,000	5,594	5,246
Management fees	120,000	112,351	106,199
Miscellaneous	—	1,130	1,294
Salaries and wages	201,000	210,019	210,153
Supplies	1,000	—	—
Telephone and radios	5,000	4,121	1,603
Training and professional development	2,300	1,252	739
Travel	—	—	116
Uniforms	2,500	1,620	2,715
Vehicle fuel	78,000	118,681	60,503
Vehicle repairs and maintenance	108,000	172,511	116,053
	579,900	691,691	547,866
Operating surplus (deficit)	—	(94,144)	(38,907)
Due from Annapolis County	—	94,144	38,907
<b>NET COST TO KTA</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

**Kings Transit Authority  
Supplemental Information  
Annapolis County (Unaudited)**

**For the year ended March 31**

**2022**

**2021**

	<b>Budget</b>	<b>Actual</b>	<b>Actual</b>
<b>Revenue</b>			
Fares	\$ 88,000	\$ 105,173	\$ 68,538
Grants, municipal units	488,900	488,924	438,251
Grants, other	-	-	1,920
Advertising	3,000	3,450	250
Other revenue	-	-	-
	<u>579,900</u>	<u>597,547</u>	<u>508,959</u>
<b>Expenditures</b>			
Advertising	400	-	-
Commission	700	919	671
Employee benefits	33,000	31,217	22,537
Insurance	21,000	32,276	20,037
License and permits	7,000	5,594	5,246
Management fees	120,000	162,108	121,720
Miscellaneous	-	1,130	1,294
Salaries and wages	201,000	210,019	210,153
Supplies	1,000	-	-
Telephone and radios	5,000	4,121	1,603
Training and professional development	2,300	1,252	739
Travel	-	-	116
Uniforms	2,500	1,620	2,715
Vehicle fuel	78,000	118,681	60,503
Vehicle repairs and maintenance	108,000	172,511	116,053
	<u>579,900</u>	<u>741,448</u>	<u>563,387</u>
Operating surplus (deficit)	-	(143,901)	(54,428)
Due from Annapolis County	-	143,901	54,428
<b>Net cost to KTA</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

See accompanying notes to financial statements.



# STAFF REPORT

**Report To:** Council  
**Meeting Date:** February 14, 2023  
**Prepared By:** Angela Anderson, Manager of Finance  
**Report Number:** SR2023-11 2022-23 Tax Sale Procedure  
**Subject:** 2022/23 Tax Sale Procedure – by tender

## RECOMMENDATION(S):

That Council authorize, pursuant to Section 141(2) of the *Municipal Government Act*, that all tax sale properties for the 2022/23 process be advertised by tender.

## LEGISLATIVE AUTHORITY

Sections 134- *Municipal Government Act*

## BACKGROUND

Section 134 of the MGA indicates properties shall be put up for tax sale if taxes are in arrears for the preceding three fiscal years.

There are two options for tax sale as follows:

1. Public Auction
2. Call for Tenders

The County has been calling for tenders since 2020/21 per motion 20201215.32. This was in response to provincial social distancing restrictions and resulted in lower overhead and administrative costs.

## DISCUSSION

Per section 134 of the MGA the Municipality must proceed with the 2022/23 tax sale for properties that are greater than three years in arrears. There are a total of 22 applicable properties. The tax sale process is in underway at this time with a deadline of February 22, 2023.

Considering the two sale options the rationale behind proceeding with tenders this fiscal year is as follows:

- It requires eight staff to run a public auction
- Additional administrative costs for public auction:
  - Legal representation onsite
  - Facility rental because the administration building does not have capacity
  - Security costs as this has been

When the procedure for tax sales changed from public auction to a call for tender the change was not updated operationally. A resolution was not requested in the 2021/22 fiscal year (last year). Staff have since realized that the resolution needs to be built into the tax sale process and are bringing this resolution to Council for the current fiscal year. Even though the process has started, a Council resolution is still applicable and necessary to validate the process underway.



**FINANCIAL IMPLICATIONS**

There are cost savings for the process completed by tender as well as savings of staff time and capacity.

**POLICY IMPLICATIONS**

There are no policies internally as this process is governed through legislation.

**ALTERNATIVES / OPTIONS**

There are no cost effective alternatives at this time as it would require additional legal fees to change the process to public auction. Staff will ensure prior procedural approval from Council for all subsequent years.

**NEXT STEPS**

NA

**ATTACHMENTS**

N/A

**Prepared by:**

Angela Anderson, CPA, Manager of Finance/Treasurer  
Shelly Hudson, Manager of Revenue

**Approved by:**

Doug Patterson, Interim Chief Administrative Officer

**Approval Date:**

Feb 8, 23



# STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Linda Bent, Manager of Inspection Services  
**Report Number:** SR2023-13 Park Trust Termination 7 Park Street PID 05144787  
**Subject:** Park Trust Termination – 7 Park Street, Bridgetown (former Bridgetown Elementary School PID 05144787)

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## RECOMMENDATION(S):

That municipal Council direct staff to hold a public meeting on March 21, 2023, at 11:00 am in Council Chambers regarding the termination of a land trust dated December 13, 1887, that declared that the present 7 Park Street, Bridgetown lands were to be used for the "purposes of a public park for the citizens of Bridgetown for their use forever."

## LEGISLATIVE AUTHORITY

The applicable legislative authority is section 50(3) of the *Municipal Government Act*, which provides that any property that is vested in the municipality, absolutely or in trust, is under the exclusive management and control of Council.

## BACKGROUND

In March of 2022, the Municipality entered into a purchase and sale agreement for the sale of the former Bridgetown Elementary School properties. This sale included PIDs 05114293, 05144795, 05005475 and 05144787. One of the conditions of the sale was that the property be migrated to the Land Registration System.

In spring 2022, Municipal staff initiated the process of migration through the Municipal solicitor. A requirement of the migration was to have PID 05144787 surveyed, as the property description was difficult to determine without a current survey. Surveying of the property began in September 2022 and was completed in mid-October 2022. The surveyor had to research old deeds and old Town of Bridgetown Council Minutes to help determine multiple possible property features, including road widths and property boundaries.

A couple of items came to light during this process; one was that PID 05144787 comprises four separate properties (now known as PIDs 05144787, 05319280, 05319330 and 05319348). The land continues to be comprised of the four PID numbers and the sale will be closed as such.

A second issue discovered during the survey research was the requirement of the Municipal Council to formally close a portion of Park Street (now known as PID 05319280) that has been used as part of the school property since before the construction of the building in the late 1950s. This was completed in November of 2022.

The last issue discovered during the survey research is the subject of this report. In the course of his investigations, the surveyor discovered a December 13, 1887 deed, which was registered at the Registry of Deeds in Book 88, Page 212 on February 20, 1887. The deed created a trust, where private citizens of Bridgetown held the property in trust for the community, for use as a park. The deed read: *"... at a public meeting of the citizens of Bridgetown... for the purposes of holding lands to be purchased by the Town and to be used as a public park" ... "in trust for the citizens of Bridgetown for their use forever..."*. The property, and the trust, would later pass to the Town of Bridgetown through the operation of a 1902 Act entitled *"An Act to enable the School Commissioners of the Town of Bridgetown to acquire Lands for School Purposes"*.

The 1887 deed only applies to one of the parcels that comprise the old school property: PID 05144787 ("the Property"). The Property is approximately 0.79 acres. It represents roughly 40% of the Bridgetown Elementary properties.

Prior to the discovery of the 1887 deed, the municipality was not aware of a trust on the property. There is little evidence that there was ever significant use of the property as a park. The only known records are as follows:

1. A celebration of the park opening was held on July 2, 1888.
2. In Elizabeth Ruggles Coward's book "Bridgetown Nova Scotia Its History to 1900", published in 1955, she makes reference to the park on pages 238 and 239. *"The park was planted in 1887 and is still there east of the school but hardly ever used as a park"*. She further tells of a tourist who visited the area and wrote of his impressions in a Halifax paper – *"It was not a parterre, for there were no flowers; it was not a kitchen garden, for vegetables were conspicuous by their absence; it could be not called a yard, and its originators had evidently no intention that it should be desecrated by being used as a play-ground by small boys... What to call that plot of ground was the question. He decided to call it a 'parklet'."*

The trust established by the 1887 deed was varied by the 1902 Act noted above. That Act adds an additional permitted use to the property: a school. The Act states that the Land *"is hereby vested in the town of Bridgetown ... upon the same trust that is created by the deed"* and authorizes the Land to be used for school purposes with the consent of the Town.

The trust was not removed in 1902 when the second school was constructed on said lands, nor was it regarded when the third and final school was constructed in 1959. In fact, the March 3, 1902, Town of Bridgetown Council minutes state, *"Resolve that the Council hereby consent to the erection of the new school house in so much of the lands known as the Park as may be necessary when the new building is erected as near the present building as possible and also that the public street next the present school house be closed as a public street and be added to the school lands of the town."* This might lead one to believe that the intent was for the Property to be wholly for the purposes of a school.

The Bridgetown elementary school closed in 2017, when the new Bridgetown Community School opened. There is no intention to open a new school on the Property: the school board has declared the Bridgetown Elementary School property surplus, and those parcels that were not already owned by the municipality were conveyed back to the municipality.

## **DISCUSSION**

Staff recommend that the municipality initiate public consultations about the municipality taking steps to have the park trust terminated.

The effect of the trust is to limit the use of the Property to two uses: a school or a public park. The school use is now foreclosed: the Property has been declared surplus. The second legal use, a park, would be difficult if not impossible for the municipality to implement in light of the Property's long-term use as a school. Given that the two permitted uses of the Property are impracticable, the only viable option is taking steps to have the trust removed.

The first barrier to installing a park on the Property is that the municipality has already entered into an agreement to sell it.

The second barrier is that the municipality would need to make a sizeable expenditure to operate a park on the Property. The Property is still the site of a disused school building. That building would need to be demolished, at an estimated cost of \$300,000. After demolition, the municipality would need to have a new park designed and landscaped, at a minimum estimated cost of \$150,000. Following installation, the municipality would need assume the annual costs of maintaining a new park, including maintenance, insurance, and materials. Ultimately, the presence of a school building on the Property makes it an impractical location for a park. Installing a park on the Property would not be a cost-effective investment: the citizens of the municipality would need to invest at least \$450,000 in initial costs, for a small park of less than 1 acre.

The municipality intends to continue to invest in the quality parks that the community already enjoys. The former Town of Bridgetown, now known as the community of Bridgetown, has several parks and recreational facilities for the use of the citizens of the community:

1. Queen Elizabeth II Jubilee Park is a riverside park that offers a natural playground that uses elements of nature – logs, boulders, hills, and sand- creating a unique play area for children. Jubilee Park is a well-treed 2.9-acre park that also hosts a boat launch to facilitate the use of the Annapolis River. This park is within one kilometer of the Property.
2. The Bridgetown Regional Outdoor Sports Hub sits on the former Bridgetown Regional High School site. It has an eight-lane running track and field, soccer, tennis and pickleball facility. The site also boasts a Memorial Park with a unique chimney built for the endangered Chimney Swifts that migrate to the area yearly. This property is approximately 11 acres in size and located approximately one kilometer from the Property.
3. The community of Bridgetown is also home to a: 1. Ball field, 2. Arena facility, and 3. A swimming pool. The three properties total approximately 6 acres and are located within one kilometer of the Property.

All of the above facilities are owned by the Municipality and are either fully funded and maintained by the Municipality or funded through agreements that include Municipal support. These facilities provide recreational opportunities to the area for all seasons. In summary, The Municipality currently maintains a total of approximately 20 acres of parks and recreational facilities in the community of Bridgetown.

During the Land Use Bylaw amendment application process held in 2022, Council supported the development of the Property for residential use.

Municipal staff recommend that Municipal Council hold a public meeting to invite the public to provide comments on the termination of the 1887 Land Trust for the use of the Property as a public park.

## **FINANCIAL IMPLICATIONS**

As described above, the municipality would need to make a sizeable expenditure to demolish the school building on the Property and construct a park. Staff estimate that the initial expenditure would be at least \$450,000. The municipality would then need to maintain the park on an ongoing basis. The ongoing costs would include providing staffing and materials for maintenance and insurance premiums.

The Municipality sees no cost effective or practical strategy to develop the Property for park use. Any actions to support and develop the Property for public use would entail additional use of tax dollars with accompanying upward pressure on Municipal taxes. Conversely, costs and efforts dedicated to serving public space at the Property could also detract from Municipal ability and funds available to support the immediate area's high-value and proven existing park facilities. The Property is limited in its ability to support functional public park space given the relatively small land size coupled with immediate proximity to travelled roads on multiple sides. Factors such as potential public use were considered when deciding to re-zone and sell the Property. The conclusion was that the most effective benefit to residents as taxpayers was the sale of the site vs ongoing tax dollars to maintain and find uses for it.

With the use proposed by the purchaser to re-purpose the former school lands as a 16-unit housing development, the Property would be re-assessed from a non-taxable property to a taxable property.

## **POLICY IMPLICATIONS**

Continuing the plan to sell the Property and remove the park trust stipulation is consistent with community work already completed and disclosure to the public via the re-zoning process.

## **ALTERNATIVES / OPTIONS**

Staff see two alternatives to removing the trust.

The first alternative is installing a park on the Property. As described above, this alternative is impractical due to the costs associated with demolishing the school on the Property.

The second alternative is doing nothing and allowing the trust to remain in effect. At a minimum, the presence of the trust would significantly hinder the development of the Property.

## **NEXT STEPS**

Should municipal Council make a motion to hold a public meeting to inform the public of their intent to terminate the trust of 1887, the public meeting will be advertised in the local paper two weeks in advance of the meeting. The staff report will be available to the public in person or on the Municipality's website. Upon completion of the public meeting, municipal Council will make a motion at its regular session of Council on March 21, 2023, to instruct their solicitor to make an application to the Court to terminate the trust. If the Court agrees to allow the termination of the trust, the Municipality will be in a position to successfully transfer the Property to the purchaser.

## **ATTACHMENTS**

Deed dated December 13, 1887

Town of Bridgetown Council Minutes dated March 3, 1902

Copies of public meeting notices for the re-zoning application process

Staff report for re-zoning application from Institutional Zone to Residential Zone

**Prepared by:**

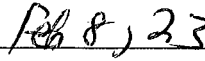
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Linda Bent, Manager of Inspection Services

**Approved by:**

**Approval Date:**

  
\_\_\_\_\_  
Doug Patterson  
Interim Chief Administrative Officer

  
\_\_\_\_\_  
(Date)

by him signed and executed the foregoing deed for the uses and purposes therein written and expressed.

I certify that James Taylor May subscribing witness to this deed, makes oath before me that the same was signed and executed in his presence by the then named William Hall's May and Henrietta A. his wife.

Witness my hand and seal this 28<sup>th</sup> day of January 1888.

Wm. V. Brown -

Justice of the Peace.

XI-1-10

Presented Atmays 28 <sup>th</sup> 1888 At 5 o'clock P.M. Only present C. Hunt - Prothonary	This indenture made the thirtieth day of December in the year of our Lord one thousand, eight hundred and eighty seven between Sarah Crosshill, widow of James Crosshill junior deceased, George A. Crosshill, and Harry J. Crosshill, watch makers, Catherine Russell and Jane Annan Kelly, married women, children and heirs of the said late James Crosshill junior, James D. Russell, husband of the said Catherine Russell, George Kelly husband of the said Jane Annan Kelly, and Joseph Crosshill wife of the said George A. Crosshill, all of the County of Halifax, in the Province of Nova Scotia, all parties of the first part, and Harry Hughes, Henry J. Papp, J. Warden Park with, Benton S. Hardy and John W. Ross, all of Bridge town in the County of Annapolis, and Promises of said Promises and Trustees appointed at a Justice Meeting of the Citizens of Bridge town and, and George A. Crosshill and holder on the fourth day of November - A.D. 1887, for the purpose of holding lands to be purchased by the town and to be used as a Public Park, and their successors in office, parties of the second part, Witnesseth that for and in consideration of the sum of four hundred and ten dollars of lawful money of Canada, to the said parties of the first part, paid by the said parties of the second part, at & before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said parties of the first part, have granted bargained sold, conveyed, conveyed, released and confirmed, and by these presents, do grant, bargain, sell, convey, release and confirm unto the said parties of the second part, their successors in office, in trust for the uses and purposes herein above set forth.
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All that certain lot piece or parcel of land situate in Bridge town Annapolis and bounded and described as follows viz - Bounded on the north by an open street running between itself and land of William H. Harris, on the east by an unpaved street running between itself and land of Papp, on the south by an unpaved street called Victoria Street leading to the Cemetery, and on the west by an unpaved street, between itself and the school house ground, and comprising four buildings lots namely, 53, 54, 55, and 56, as marked on the plan of the Eastern division of Bridge town measuring one hundred and eighty feet on each side of the block, and the hereditaments, easements and appurtenances to the same belonging, and the reversion, remainder, parts, issues and profits thereof, also all the estate, interest, claim and demand, together with as in & to the said parties of the first part, & either or any of them, of or to the said James D. Ross and J. D. Ross the said above granted and described land and premises with the appurtenances unto and to the use and behoof of the said parties of the second part, as aforesaid, and their successors in office in trust for the

Citizens of Bridge town for their use for ever - And the said parties of the first part for themselves, and their respective heirs, Executors and Administrators, do hereby jointly and severally covenant with the said parties of the second part, and their successors in office, that we have good right and lawful authority to grant and convey the said land and premises for purposes aforesaid, and that we and each of us, and each of our heirs, the said land and premises unto the said parties of the second part, and their successors in office against the lawful claims and demands of all persons, shall and will by their present warrant and for ever defend. In Witness whereof the said parties to these presents of the first part have hereunto set their hands and seals the day and year first above written, signed, sealed and delivered in presence of -

Chas. M. Nutting  
Wm. Gray Robertson witnesses to the signature of Henry J. Crosskill  
Premises of Nova Scotia, Halifax Co. S.S.  
Be it Remembered that on this 30<sup>th</sup> day of December in the year of our Lord 1887 before

Sarah Crosskill, S.S.  
George H. Crosskill, S.S.  
Catherine Russell, S.S.  
Jane Anna Kelly, S.S.  
James W. Russell, S.S.  
George C. Kelly, S.S.  
Harriet C. Crosskill, S.S.

me the Subscriber personally came and appeared Harriet C. Crosskill wife of the within named George H. Crosskill who having been by me examined separately and apart from her said husband declared that she did of her own free will and without any fear, threat or compulsion of, from or by her said husband, execute the within and foregoing Indenture for the purposes therein mentioned, and as a full release of all her right, title or claim to the within described land and premises in right of dower, or otherwise Premises of Nova Scotia

Halifax S.S. { On this 30<sup>th</sup> day of December A.D. 1887 before me the Subscriber personally came and appeared Charles M. Nutting one of the subscribing witnesses to the foregoing Indenture who having been by me duly sworn made oath and said, that Sarah Crosskill, George H. Crosskill, Catherine Russell, Jane Anna Kelly, James W. Russell, George C. Kelly and Harriet C. Crosskill the parties thereto, signed, sealed, and delivered the same in his presence.

On this 11<sup>th</sup> day of January A.D. 1888, before me the Subscriber personally came and appeared Wm. Gray Robertson one of the subscribing witnesses to the foregoing Indenture who having been by me duly sworn made oath and said that Henry J. Crosskill one of the parties thereto, signed, sealed, and delivered the same in his presence. Daniel Owen, in and for the Premises of Nova Scotia

Witnessed  
February 20<sup>th</sup> 1888  
At 4 o'clock P.M.  
Duly proved  
C. Kent

Witnessed at Greenwood - Nova Scotia  
Notice of Agreement made the 18<sup>th</sup> day of February A.D. 1888, between Geo. C. Ball of Bridge town in the County of Annapolis, and John Aldous of Kentville in the County of Kings, parties of the first part and John Aldous of Kentville in the County of Kings, parties of the second part. Witnessed that the said parties of the first part for and in consideration of the sum of fifteen hundred dollars of lawful money of Canada to be fully paid as hereafter mentioned has entered into and agreed to sell to the said parties of the second part all that



The Town Council met in the Council Chamber March 1902 with Mayor Chamber in the chair and councillors present as follows. Messrs Hoyt, Marsh, Neily, Ross, Young, and Lockett

Ordered that the following bills be paid

Charles S. Williams	Streets	
S. M. Wear	Poor	10.82
O. Burdell	Streets	11.06
G. Foder	Water	7.10
J. H. Longmire	Reservoir	10.08
		12.00

Ordered that the Clerk purchase Clark's Magistrate's manual for use in Town Council.

Ordered that Rev. D. J. Gosh be allowed to fence off the street near his house on payment of the sum of twenty five cents per year and he is at the city of the council.

Mr. Marsh reports for the temperance committee that Mr. Anderson, refuses to accept the position of policeman and peat act inspector at \$350 but would accept for \$400.00

Ordered that the Mr. Anderson be paid \$400.00 to perform the various duties of the duties of policeman and peat act inspector to which office he is hereby appointed to begin March 23 inst.

The following estimates were made

Schools	\$1300	Electric light	700
Streets	600	Water	100
Police etc	400	Exp. on School bus	400
Stip. Mag.	150	Smoking fund do	300
Clerk & Rec	400	"	Eng House
Assessors	30	"	Res.
Reservoir	15	Exp. on bus	120
Auditor	20	Contingent fund	300
Rent	100		
Printing	70		
Council	500		
Poor	100		
Health Officer	100		

Resolved, that the Town Council authorize the levying and collection of a rate of eighty five cents on the hundred dollars of assessed value of the property and income assessed on the town assessment roll to raise the sum required to defray the expenses of the Town for the current year and also a rate of fifty cents on the hundred dollars of assessed value of the property and income assessed in the town and county assessment rolls of the school section of Bridgetown.

Resolved that the Council hereby consent to the erection of the new school house in so much of the lands known as the Park as may be necessary when the new building is erected as near the present building as possible and also that the public street next the present school house be closed as a public street and be added to the school lands of the town.

Minutes read and approved

Council adjourned

J. D. Shapiro  
Mayor

F. L. Munn  
Clerk



COUNTY OF ANNAPOLIS

## STAFF REPORT

**To:** Municipal Council  
**Submitted by:** Brendan Lamb, Planner/Development Officer  
**Date:** July 19, 2022  
**Subject:** Planning Process Update - CMH (Municipality of the County of Annapolis) Bridgetown LUB Zoning Text & Map Amendment

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### BACKGROUND

File No. 66520-35 2022 LUB-001: is an application by CMH to amend the Bridgetown Land Use Bylaw (LUB) by removing Part 9.3.2 (d) regarding the location of multi-unit buildings on local streets and to amend the Bridgetown Zoning Map to rezone the land identified as parcels PID No. 05144787, 05144795, 05114293 and 05005475, in the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (R2) Zone. The aforementioned text and map amendments will permit the redevelopment of the property from a former school to a multi-unit residential development consisting of sixteen (16) two-bedroom apartments and the potential future development of the remaining empty lots. The following is a list of the planning process undertaken:

### PLANNING PROCESS TO DATE

1. April 6, 2022 – LUB Text and Zoning Map amendment application received
2. May 10, 2022 – Committee of the Whole Meeting  
Action – recommendation Council accept application for processing.
3. May 17, 2022 – Municipal Council Session  
Action – motion paces to commence the amendment process and adopt PPP with BAAC and PAC Public Meetings.
4. May 18, 2022 – Bridgetown Area Advisory Committee (BAAC) Meeting  
Action – motion that PAC recommend to Council to approve CMH application to amend Bridgetown LUB Text and Map amendment.
5. May 26, 2022– PAC ad appears in Annapolis Valley Register
6. May 26 and May 27, 2022 – Hand Delivery of PAC Meeting Notices

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Recommendation Report – Amendment Application Bridgetown Land Use Bylaw

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7. May 31, 2022 – The Planning Advisory Committee (PAC) Meeting  
Action – Public Meeting held. Planner's report reviewed. Motion made that PAC recommend to Council to amend Bridgetown LUB.
8. June 21, 2022 – Municipal Council Meeting  
Action – motion passed giving 1<sup>st</sup> Reading and to hold Public Hearing on July 19, 2022.
9. June 30 and July 7, 2022– Public Hearing ads appear in the AV Register.
10. July 19, 2022 – Public Hearing. Staff prepared a Public Hearing agenda and planning process update report.

### **STAFF RECOMMENDATION**

Text and map amendments of this nature are considered a simple LUB amendment, and under the Municipal Government Act (MGA) Section 210 it does not require an amendment to the MPS. Section 210 (1) (a) of the MGA states that an amendment of the LUB must be done in accordance with the Municipal Planning Strategy (MPS). The Bridgetown MPS has three (3) policies that must be considered before making an amendment to the corresponding LUB for a residential use.

#### **Part 6.5**

In considering an amendment to the Land Use By-law to allow residential development of land, the Council shall take into account the feasibility of extending central sewer and water systems, roads and other services to the proposed development; the compatibility of the proposed development with adjacent land uses; the direction and pattern of services which the proposed use will establish within the Town; and environmental constraints on services, utilities and development.

#### **Part 6.8**

In considering the zoning of designated residential areas and in particular amendments to the Land Use By-law or development agreements that would permit increased residential density or permit non-residential uses in residential areas, Council shall ensure that the proposed use does not alter the predominant character of the area or the amenities of the area; does not have a deleterious effect on Town services; does not result in excessive noise or traffic; and does not have extended hours of activity.

It is the opinion of staff that due to the properties former use as a school, the existing infrastructure including central sewer, water systems and road network are all adequate to handle the proposed change in use from Institutional (I) and Open Space (OS) to Residential Multiple (R2). The redevelopment of the existing building into a sixteen (16) unit residential dwelling and any potential future development of single unit dwellings on the remaining three lots, would have less impact on the community in the form of noise and traffic nuisance than its previous use as a school. Since the closing of the school the existing infrastructure has been underutilized and the

properties in question have not been contributing the tax base of the community to help fund the maintenance of the local infrastructure.

In regards to altering the predominant character of the area, the properties in question are located within a residential designation. The proposed use for the former school being a multi-unit residential dwelling with no commercial, institutional, or industrial uses, therefore the proposed change to the Residential Multiple Zone fits with the predominate residential character of the area. The proposed mix of high density residential development on local streets amongst lower density residential buildings is mirrored throughout the areas given the residential designation as demonstrated by the four (4) unit building on Water Street, the eight (8) unit building on the corner of Albert and Middle Street, the two four (4) unit buildings located on the same property off Chipman Avenue.

Finally, under Part 23.5 of the Bridgetown MPS, as stated in Part 23.5.3 when considering an amendment to the LUB Council shall have regard for those matters identified in Policy 23.7.1 (see attachment for a list of criteria). Before approving the amendments, the criteria set out in Policy 23.7.1 were reviewed and discussed throughout the public participation program including the Bridgetown Area Advisory Committee (BAAC), Planning Advisory Committee (PAC), and will be further discussed at the Public Hearing.

Therefore, the proposed application meets the requirements set out in the MPS to consider the map amendment application for parcels PID No. 05144787, 05144795, 05114293 and 05005475.

It is the opinion of staff that based off the discussion held by the BAAC and the PAC the proposed rezoning meets all of the requirements set out in Policy 23.7.1.

It is also important to note that Policy 4.1 of the Bridgetown MPS states that it is the intent of Council to encourage moderate population growth. When the Bridgetown MPS and LUB was adopted in 1996 the population for the planning area was 994. According to the 2016 Canadian Census the population for the planning area had decreased to 949. The 4.5% decrease in population since the plan was established indicates that the current MPS and LUB is failing to providing housing options that support growth within the community. It is the opinion of staff that removing Part 9.3.2 (d) from the Bridgetown LUB to allow for multi-unit residential developments to be permitted on local streets brings the LUB in line with the above mention policy as well as the following goals laid out within the MPS:

- 3.2.1 To encourage the present and future development of Bridgetown as a distinct growth and service centre within the Annapolis County area.
- 3.2.2 To encourage managed, moderate growth.
- 3.2.8 To encourage development that is not financially detrimental to the Town.
- 3.2.9 To ensure the costs of development and service provision are responsibly allocated.
- 3.2.13 To encourage the provision of adequate housing of a variety of types.

## LEGISLATIVE AUTHORITY FOR THE AMENDMENT PROCESS

MGA Section 210: Amendment of a Land Use Bylaw,  
MGA Section 204: Public Participation Program,  
MGA Section 206: Public hearing,  
MGA Section 221: Notification and costs,  
MGA Section 219: Adoption of a land-use by-law or amendment

**Report Prepared by:** *Brendan Lamb*

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**Brendan Lamb**  
**Planner**

**Report Reviewed by:** *Linda Bent*

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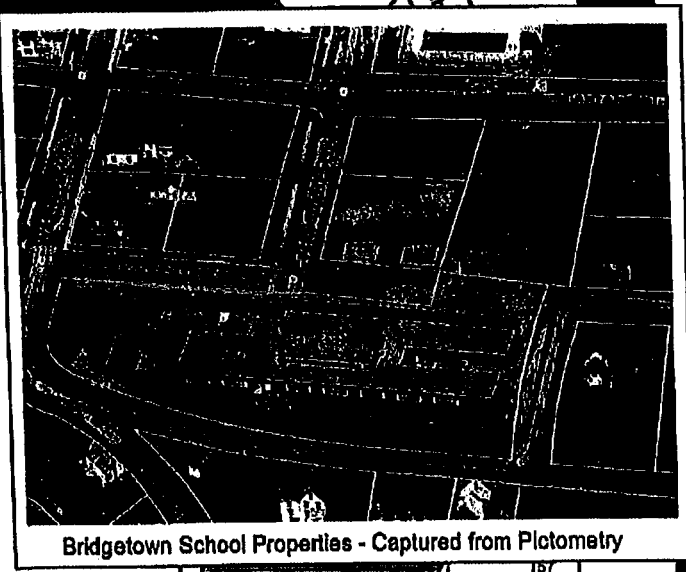
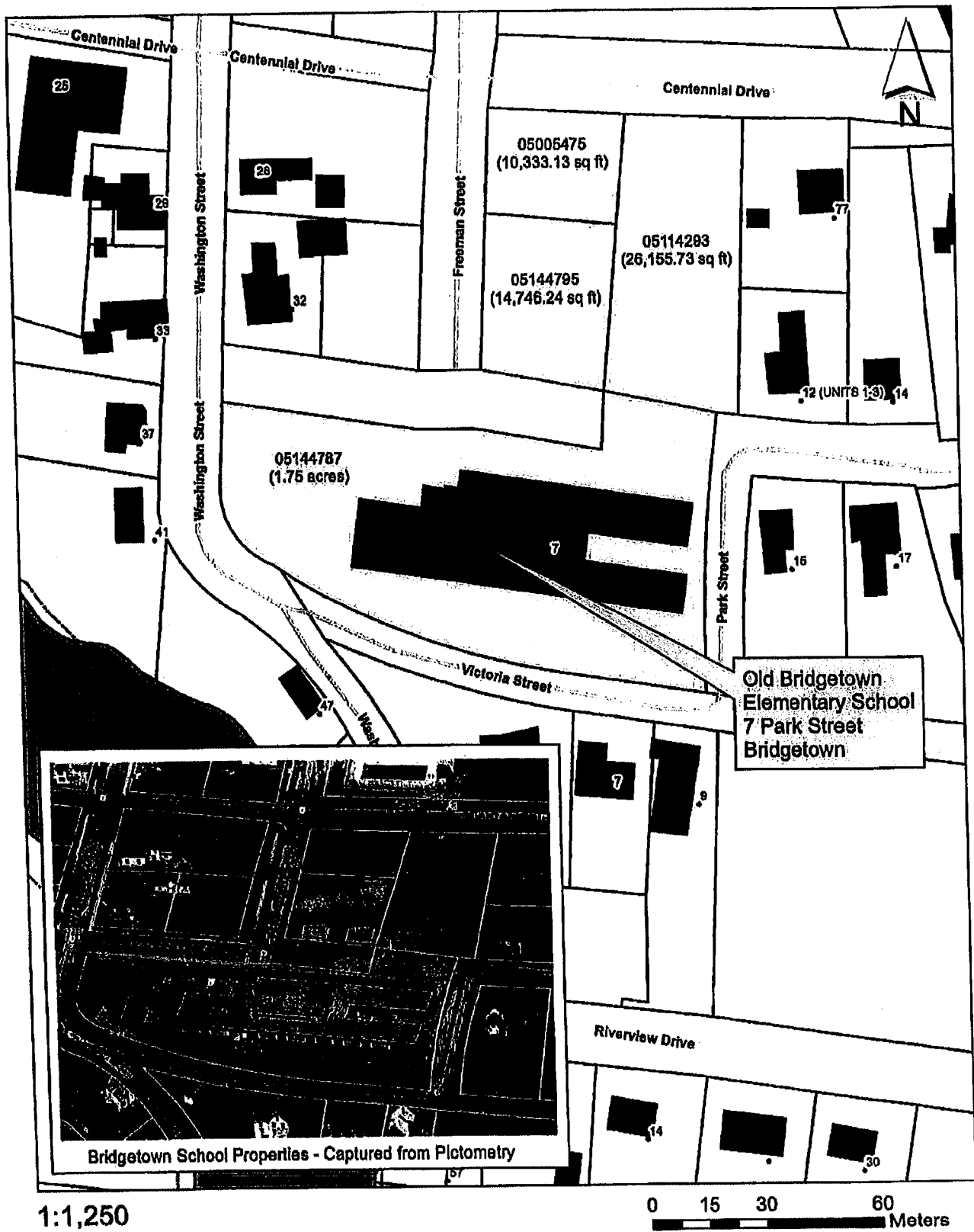
**Linda Bent**  
**Manager of Inspection Services**

**Report Approved by:**



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**David Dick, CPA CA**  
**CAO**



Bridgetown School Properties - Captured from Pictometry

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## 23.5 Amending the Land Use By-law

It may be necessary from time to time to amend the Land-Use By-law, although the by-law must always be amended in conformity with the Municipal Planning Strategy. Those situations for which there is provision to initiate the process of amending a Land-Use By-law include:

- (a) a request by an individual to amend the by-law;
- (b) a motion by a member of council to amend the by-law; or
- (c) the amendment of the Municipal Planning Strategy such that the Land-Use By-law is not longer in conformance with the strategy.

23.5.1 The Council in considering an amendment to the Land-Use By-law shall comply with all requirements as provided for in the Municipal Government Act, and this strategy.

23.5.2 It shall be the intent of Council that the following uses, within the designations specified, shall only be considered by amendment to the land use by-law:

- (a) mobile homes in the Residential Designation (Policy 6.13);
- (b) recreational uses, institutional uses and service/utility uses may be permitted in designated residential areas (Policy 6.3).

23.5.3 In considering an amendment to the Land-Use By-law the Council shall have regard for those matters identified in Policy 23.7.1 as well as those criteria set out in other applicable policies of this Strategy.

23.5.4 In considering amendments to the Land-Use By-law, it shall be the intention of Council to:

- (a) request a report from the development officer;
- (b) refer the matter to the Planning Advisory Committee for their report with respect to any other policies of this strategy which affect the proposed amendment.

23.5.5 In considering an amendment to the Land-Use By-law, Council shall hold a public hearing in accordance with the provisions of the Municipal Government Act.



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## 23.7 Criteria for Amendment to the Land Use By-law and Evaluation of Proposals for Development Agreements

Zoning and Development Agreements are mechanisms for implementing land use aspects of Municipal Planning Strategies (MPS). As such they must be in conformity with the MPS. An Amendment to a Land Use By-law or entering into a Development Agreement can have a significant impact on fiscal, land use and other matters in the Town. With this in mind, the Municipal Government Act provides that a Municipal Planning Strategy contain the criteria to be used by council when considering an amendment to a Land Use By-law or entering into a Development Agreement.

23.7.1 In considering amendments to the zoning in the by-law or, entering into development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard for the following matters:  
That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations;

- (a) That the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Town to absorb any costs relating to the development;
  - (ii) the adequacy of sewer and groundwater to support the proposed density of development;
  - (iii) the adequacy and proximity of school, recreation and other community facilities;
  - (iv) the adequacy of road networks adjacent to, or leading to the development;
  - (v) the potential for the contamination of water courses or the creation of erosion or sedimentation;
  - (vi) stored water capacity for fire protection;
  - (vii) the potential for damage to or destruction of historical buildings and sites.

- 
- (b) That controls are contained in a Land Use By-Law or a development agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:
- (i) type of use;
  - (ii) emissions including air and water pollutants and noise;
  - (iii) height, bulk, and lot coverage of the proposed building;
  - (iv) traffic generation, access to and egress from the site, and parking;
  - (v) open storage;
  - (vi) signs;
  - (vii) similar matters of planning concern.
- (c) Suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors.
- (d) Provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic.
- (e) Development is located so as not to obstruct any natural drainage channels or watercourses.

## **23.8 Subdivision Control**

The Town of Bridgetown presently has a Subdivision Bylaw, which was put in place April 1, 1999. Pursuant to the provisions of The Municipal Government Act, the province prescribed Provincial Subdivision Regulations. An amended Subdivision By-law for the Town of Bridgetown should be considered to add provisions such as engineering specifications for subdivision developments.

- 23:8.1 It shall be the intent of Council to review the existing Subdivision By-law for the Town of Bridgetown.



COUNTY OF ANNAPOLIS

## STAFF REPORT

**To:** Municipal Council  
**Submitted by:** Brendan Lamb, Planner/Development Officer  
**Date:** July 19, 2022  
**Subject:** Planning Process Update - CMH (Municipality of the County of Annapolis) Bridgetown LUB Zoning Text & Map Amendment

---

### BACKGROUND

File No. 66520-35 2022 LUB-001: is an application by CMH to amend the Bridgetown Land Use Bylaw (LUB) by removing Part 9.3.2 (d) regarding the location of multi-unit buildings on local streets and to amend the Bridgetown Zoning Map to rezone the land identified as parcels PID No. 05144787, 05144795, 05114293 and 05005475, in the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (R2) Zone. The aforementioned text and map amendments will permit the redevelopment of the property from a former school to a multi-unit residential development consisting of sixteen (16) two-bedroom apartments and the potential future development of the remaining empty lots. The following is a list of the planning process undertaken:

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### **STAFF RECOMENDATION**

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#### **Part 6.5**

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#### **Part 6.8**

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It is the opinion of staff that due to the properties former use as a school, the existing infrastructure including central sewer, water systems and road network are all adequate to handle the proposed change in use from Institutional (I) and Open Space (OS) to Residential Multiple (R2). The redevelopment of the existing building into a sixteen (16) unit residential dwelling and any potential future development of single unit dwellings on the remaining three lots, would have less impact on the community in the form of noise and traffic nuisance than its previous use as a school. Since the closing of the school the existing infrastructure has been underutilized and the

properties in question have not been contributing the tax base of the community to help fund the maintenance of the local infrastructure.

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Finally, under Part 23.5 of the Bridgetown MPS, as stated in Part 23.5.3 when considering an amendment to the LUB Council shall have regard for those matters identified in Policy 23.7.1 (see attachment for a list of criteria). Before approving the amendments, the criteria set out in Policy 23.7.1 were reviewed and discussed throughout the public participation program including the Bridgetown Area Advisory Committee (BAAC), Planning Advisory Committee (PAC), and will be further discussed at the Public Hearing.

Therefore, the proposed application meets the requirements set out in the MPS to consider the map amendment application for parcels PID No. 05144787, 05144795, 05114293 and 05005475.

It is the opinion of staff that based off the discussion held by the BAAC and the PAC the proposed rezoning meets all of the requirements set out in Policy 23.7.1.

It is also important to note that Policy 4.1 of the Bridgetown MPS states that it is the intent of Council to encourage moderate population growth. When the Bridgetown MPS and LUB was adopted in 1996 the population for the planning area was 994. According to the 2016 Canadian Census the population for the planning area had decreased to 949. The 4.5% decrease in population since the plan was established indicates that the current MPS and LUB is failing to providing housing options that support growth within the community. It is the opinion of staff that removing Part 9.3.2 (d) from the Bridgetown LUB to allow for multi-unit residential developments to be permitted on local streets brings the LUB in line with the above mention policy as well as the following goals laid out within the MPS:

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- 3.2.13 To encourage the provision of adequate housing of a variety of types.

## LEGISLATIVE AUTHORITY FOR THE AMENDMENT PROCESS

MGA Section 210: Amendment of a Land Use Bylaw,  
MGA Section 204: Public Participation Program,  
MGA Section 206: Public hearing,  
MGA Section 221: Notification and costs,  
MGA Section 219: Adoption of a land-use by-law or amendment

**Report Prepared by:** *Brendan Lamb*

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**Brendan Lamb**  
**Planner**

**Report Reviewed by:** *Linda Bent*

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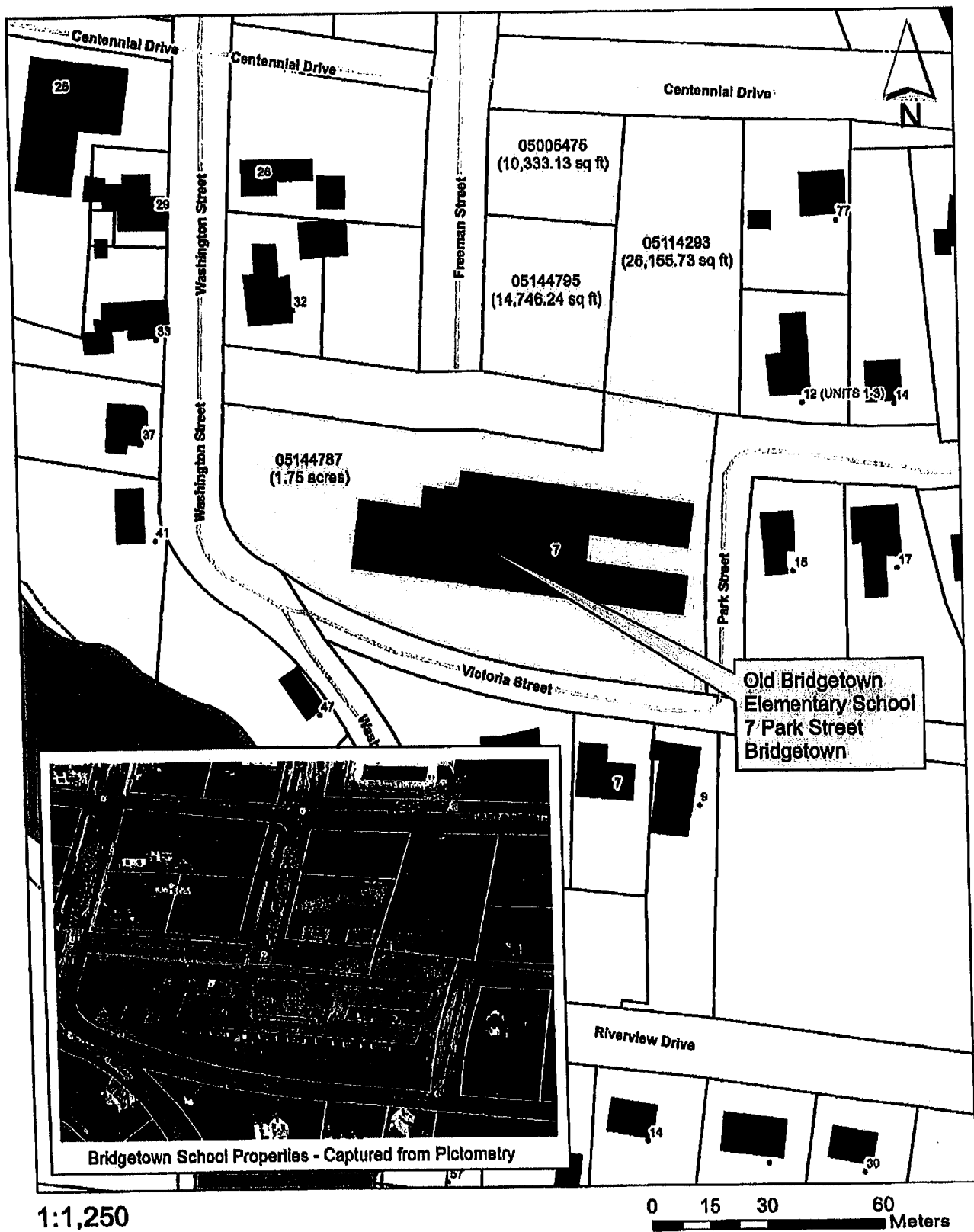
**Linda Bent**  
**Manager of Inspection Services**

**Report Approved by:**



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**David Dick, CPA CA**  
**CAO**



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## 23.5 Amending the Land Use By-law

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- (b) a motion by a member of council to amend the by-law; or
- (c) the amendment of the Municipal Planning Strategy such that the Land-Use By-law is not longer in conformance with the strategy.

23.5.1 The Council in considering an amendment to the Land-Use By-law shall comply with all requirements as provided for in the Municipal Government Act, and this strategy.

23.5.2 It shall be the intent of Council that the following uses, within the designations specified, shall only be considered by amendment to the land use by-law:

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23.5.3 In considering an amendment to the Land-Use By-law the Council shall have regard for those matters identified in Policy 23.7.1 as well as those criteria set out in other applicable policies of this Strategy.

23.5.4 In considering amendments to the Land-Use By-law, it shall be the intention of Council to:

- (a) request a report from the development officer;
- (b) refer the matter to the Planning Advisory Committee for their report with respect to any other policies of this strategy which affect the proposed amendment.

23.5.5 In considering an amendment to the Land-Use By-law, Council shall hold a public hearing in accordance with the provisions of the Municipal Government Act.



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## **23.7 Criteria for Amendment to the Land Use By-law and Evaluation of Proposals for Development Agreements**

Zoning and Development Agreements are mechanisms for implementing land use aspects of Municipal Planning Strategies (MPS). As such they must be in conformity with the MPS. An Amendment to a Land Use By-law or entering into a Development Agreement can have a significant impact on fiscal, land use and other matters in the Town. With this in mind, the Municipal Government Act provides that a Municipal Planning Strategy contain the criteria to be used by council when considering an amendment to a Land Use By-law or entering into a Development Agreement.

**23.7.1** In considering amendments to the zoning in the by-law or, entering into development agreements, in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard for the following matters:  
That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations;

- (a) That the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Town to absorb any costs relating to the development;
  - (ii) the adequacy of sewer and groundwater to support the proposed density of development;
  - (iii) the adequacy and proximity of school, recreation and other community facilities;
  - (iv) the adequacy of road networks adjacent to, or leading to the development;
  - (v) the potential for the contamination of water courses or the creation of erosion or sedimentation;
  - (vi) stored water capacity for fire protection;
  - (vii) the potential for damage to or destruction of historical buildings and sites.

- 
- (b) That controls are contained in a Land Use By-Law or a development agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:
- (i) type of use;
  - (ii) emissions including air and water pollutants and noise;
  - (iii) height, bulk, and lot coverage of the proposed building;
  - (iv) traffic generation, access to and egress from the site, and parking;
  - (v) open storage;
  - (vi) signs;
  - (vii) similar matters of planning concern.
- (c) Suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors.
- (d) Provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic.
- (e) Development is located so as not to obstruct any natural drainage channels or watercourses.

## **23.8 Subdivision Control**

The Town of Bridgetown presently has a Subdivision Bylaw, which was put in place April 1, 1999. Pursuant to the provisions of The Municipal Government Act, the province prescribed Provincial Subdivision Regulations. An amended Subdivision By-law for the Town of Bridgetown should be considered to add provisions such as engineering specifications for subdivision developments.

- 23.8.1 It shall be the intent of Council to review the existing Subdivision By-law for the Town of Bridgetown.

## BUSINESS

## Ready to welcome tourists

Operators encouraged for upcoming season

**JASON MALLOY**  
ANNAPOLIS VALLEY  
REGISTER  
E: jason.malloy@valwire.com  
T: 410.477.2894

David Hovell is optimistic for the upcoming tourist season despite the uncertainty surrounding spiking fuel prices.

The Magic Winery Bus Limited managing partner said he is looking forward to some strong results this year after two pandemic-impacted seasons. The company operates tours in the Annapolis Valley and in the Niagara region of Ontario.

"There are some economic realities that we're all facing. As tourism operators, we're always the eternal optimists. The glass of wine is always half full," he said.

Hovell described the market as "enthusiastic" with many returning customers and noted it was at 80 per cent capacity during the Victoria Day weekend, its first weekend of the season in the Valley.

"People are eager to come. Despite the increase in the costs of living, there is a certain segment of the population that still wants to get out there and enjoy an experience," he said. "After two very difficult years, the tourism sector is looking forward to lots of renewal and positive numbers."

The company is encouraged with its charter business for corporate and convention groups this year.

"We're seeing more businesses reaching out to us and saying, 'We've had two years where we haven't been able to gather as a staff for a team-building or a customer-appreciation event,'" he said. "They're reaching out to us and saying, 'We're ready.'"

While fuel prices can fluctuate, Hovell said he hasn't seen this kind of volatility in the market before as gas prices have surpassed \$2 per litre.

"This is a bit of an anomaly," a recently released Leger survey for the Tire and Rubber Association found 71 per cent of Atlantic Canadian drivers are planning to cancel or limit road trips and 81 per cent believe today's gas prices are the "new normal."

A survey of 1,538 Canadian drivers was completed between April 8 and 10, using Leger's online panel. A probability sample of the survey would yield a margin of error of +/- 2.5 per cent, 19 times out of 20.

The association reminded motorists that monthly tire inflation checks are one of the most effective ways to achieve peak fuel efficiency.



David Hovell, managing partner of the Magic Winery Bus Limited, says he is looking forward to the upcoming tourism season. **MAGIC WINERY BUS LIMITED**

Hovell said he hasn't noticed the impacts of the fuel prices yet on bookings, which he described as "on track."

"It may be a little early for us to maybe draw any direct correlation."

But that isn't to say the fuel increases isn't impacting the company's bottom line. It pays a fuel surcharge to its transportation supplier, Coach Atlantic.

"The increased fuel surcharge is something we're going to be absorbing," Hovell said, noting it set its pricing more than two months ago. "We've made the decision to hold where we are presently unless we see something quite dramatic happen within the fuel price market. We're holding the line for the moment."

There was a lot of excitement in the tourism sector in late February when the provincial government announced all COVID-19 public health restrictions would end on March 21. While there is still that optimism in the sector, people are watching the fuel prices and trying to determine if there will be an impact.

"It's definitely a concern," said Laura Robinson, general manager of Thistle Hospitality Group, which operates Founders House Dining & Drinks, the Fort View Golf

## KEJIMIKUJIK

A book of the spirit of the Annapolis Valley is the theme of the new book, *Kejimikujik: National Park Day to Day*, by David Hovell.

**2022-2023**  
2022-2023  
2022-2023  
2022-2023  
2022-2023

Overall, the book is a celebration of the spirit of the Annapolis Valley. It is a book of the spirit of the Annapolis Valley. It is a book of the spirit of the Annapolis Valley.

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"Those are really bright lights," she said. "We're seeing people are ready to come. They're making plans."

Annapolis Valley Chamber of Commerce president Sue MacDougall said while fuel price could play a factor in the tourism sector, it was seeing high hotel occupancy rates in the region.

"We are encouraged for our operators and all those in the tourism sector," she said in a statement. "The addition of discount airlines may also see a bump in those flying into the province for excursions, assuming they can source rooms and vehicles."

## CAMPING

Alicia Brett, a partnering, engagement and communications officer for Parks Canada in mainland Nova Scotia, said while reservations for Parks Canada accommodations and most summer weekends are now booked, there is still some availability, particularly for shoulder-season and week-day visits.

Visitors are also encouraged to continue to check back for cancellations with real-time information available at <https://reservation.pc.gc.ca/Home.aspx>.

The demand from Canadians to visit national parks continues to be extremely

high," she said. "Outdoor recreational opportunities, as well as local staycations continue to be a trend across the tourism industry, and Kejimikujik (National Park) is well positioned to serve these needs, for both the overnight and day-use visitor."

In the last couple of years, Parks Canada has invested in Kejimikujik by adding new universal-access washroom and shower facilities, a new water treatment facility and upgraded power and sewer utilities, new roofed accommodations, and new shared-use trail.

## LOOKING AHEAD

Hovell said he is encouraged by bookings into September and October, and he recently had people from Milwaukee, Wis., book.

"While that isn't scientific, it does signal to me that perhaps we're seeing some of the broader tourism travel return to Atlantic Canada this year."

Hovell said they will continue to monitor fuel prices and make changes as needed.

"As a small business owner, I guess, you really have to be nimble," he said. "You have to be prepared to do that proverbial pivot quickly, if you have to, but that's what we do to earn a dollar."

## berwick

Proposed Development Agreement  
A&J Balcom Holding Inc.

The Berwick Town Council passed First Reading on May 10, 2022 and will now hold a Public Hearing concerning a proposed Development Agreement on Foster Street, Berwick, NS - PID 55243372. This is regarding a request to permit the development of 20 residential apartment units within two buildings.

The Public Hearing will be held on June 14, 2022, beginning at 6:30pm, at Council Chambers, Berwick Town Hall, 236 Commercial Street, Berwick, NS.

Michael Payne  
CAO

## COUNTY OF ANnapolis

## Residents of the Bridgetown Planning Area

**TAKE NOTICE** the Annapolis County Planning Advisory Committee (PAC) will hold a **PUBLIC MEETING** on Tuesday, May 31, 2022 at 7:00 pm in the Bridgetown Fire Hall, 31 Bay Road, Bridgetown to discuss the following:

File No. 6520-35 2022-LUB-001: an application by CMH, on behalf of the County of Annapolis, to amend the Bridgetown Land Use Bylaw (LUB) Text & Zoning Map. The amendments will include rezoning the land identified as parcels PID No. 05144787, 05144795, 05144793 and 05005476, in the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (R2) Zone as well as the removal of Part 3.3.2 (d) regarding the location of multi-unit buildings on local streets. The aforementioned text and map amendments will permit the redevelopment of the property from a formal school to a multi-unit residential development consisting of sixteen (16) two-bedroom apartments.

You are invited to attend, speak or ask questions concerning the application. A copy of the Bridgetown MPS & LUB and associated staff reports may be inspected by contacting Brendan Lamb, Planner at the phone number below or by visiting the Municipal Building, 338 Main Street, Lawrencetown, weekdays, except public holidays, from 8:30 am to 4:30 pm. For further information, please contact:

Brendan Lamb, Planner  
(902) 626-0478  
Email: [blamb@annapoliscountycan.ca](mailto:blamb@annapoliscountycan.ca)

AnnapolisCounty.ca

## SEEKING A SOLUTION

## Kentville researchers tracking viability of frost fans in N.S.

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4 JasonMa47772894

Steve Ellis remembers June 4, 2018, well.

A severe frost caused more than \$30 million worth of damage to crops across the province as temperatures plunged while plants were experiencing a growth spurt following some warm weather in May and early June. The mercury dropped to -1.87 C in Kentville and remained below freezing for a significant time.

Ellis, who owns and manages Ellslea Farms Limited in Sheffield Mills, said the company is just getting back to full production this year after the vineyard lost about 60 per cent of its production in 2018 due to the spring freeze event. "It was devastating for us. We're still actually just coming out of the effects of it," he said.

Ellis is intrigued by research underway at Agriculture and Agri-Food Canada's Kentville Research and Development Centre that may provide some insight into the effectiveness of using a fan as a risk-management tool.

"All the research they can do that can help us mitigate climate change is valuable to the industry," said Ellis, who is also the Grape Growers Association of Nova Scotia president.

The latest research has scientists in Kentville using a portable frost fan at its vineyard.

"They're not novel; they're not new," plant physiologist Harrison Wright said of frost fans, noting the Kentville researchers are gathering data to determine the fan's effectiveness in Nova Scotia. "It's really more of a regional question, like how useful could a frost fan be here?"

## HISTORY

The Kentville facility planted a one-hectare vineyard in 2016 to conduct various research trials.

"There's a long history of wine grape research here," Wright said, noting there are trials dating back about a century.

The vineyard was in its third season when the 2018 frost event occurred. The third year is often the first crop worth harvesting to produce wine, but this vineyard was being used for research purposes.

"I am glad we weren't having to rely on the income from that crop that year," Wright said. "If we were a grower, and that had hap-



Agriculture and Agri-Food Canada plant physiologist Harrison Wright in the vineyard at the Kentville Research and Development Centre earlier this year. JASON MALLOY

pened to us, that would have been a very lean year."

The 2018 frost impacted a variety of crops, including wild blueberries, apples and Christmas trees. Farmers began asking themselves how they could protect their crops from a recurrence, and the research facility decided to study a fan's effectiveness.

## THE SCIENCE

The fan could provide a solution to radiation frost by drawing warmer air from above to the ground and creating air movement so frost cannot settle and damage crops.

How low the temperature reaches and how long it remains at that level are factors that determine how much damage will be seen following a frost event.

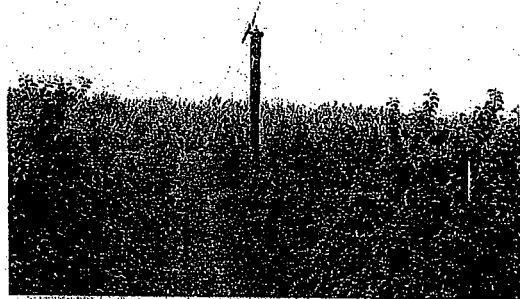
Wright said the 2018 event saw low temperatures remain for a long time.

"That was the coldest June temperature on record (at the Kentville station), and again those records go back to 1913," Wright said. "It was devastating."

Wright said while they believe the fan helps somewhat, more data needs to be collected to determine trends.

"It won't help in all situations," he said. "It's not the answer to all your frost problems. It's just one more tool to use."

Cost is one obstacle keeping some farmers from investing in the technology, but Ellis said it is something his



A wind machine has been located in a South Berwick orchard for more than 20 years. JASON MALLOY

company is looking at buying after undergoing an expansion during the past 10 years.

"The fans are pretty effective and they're almost standard pieces of equipment in some vineyards in the Okanagan and the Niagara Region," he said. "I see that as probably a risk-management tool that we will purchase in the future."

Other techniques are used worldwide, such as vineyard candles, smudge pots, heated wires and helicopters.

## IN USE

There are some wind machines already in use in Nova Scotia.

One can be seen in an apple orchard along Highway 1 near the border of Waterville

and South Berwick. It was there when Lloyd Dyck purchased the property in 1999.

"I've never really used it for what it was supposed to be used for," he said. "I'm not a fan of it."

The owner of Apples and Spice Orchard said it takes a lot of energy to move the gas-powered fan's large blades.

"In my mind, they are a dangerous piece of machinery if they are installed in such a tight area as mine," he said.

Dyck said he decided to take a different approach to help protect his orchard. It included pruning the trees, making sure the grasses are mowed, opening up the edges of the orchard and planting the rows north-south to increase airflow.

"In areas that have thousands of hectares of flat land, you have the ability to plan your air movement with greater precision," he said. "In areas like the Annapolis Valley, with our valleys and high spots, topography and orchard layout must be considered. Since cold air is heavier than warm air and has the same hydrodynamic features as water, it will flow to collect in lower areas. These are the most susceptible areas for frost damage, namely, the bottoms of valleys or depressions in rolling land and flat lands."

Ellslea's vineyard has two sections, one about 20 metres higher than the other. The higher elevated area was less impacted in 2018.

Women's Place  
RESOURCE CENTRE

The Women's Place Resource Centre  
190 Marshall Street, P.O. Box 215  
Tel: 402-512-8839

MANITOBA, R2S 1P5  
www.womensplace.ca  
manitoba@womensplace.ca

## Employment Opportunity Program Support Worker

Those who are interested in working to make a difference in the community the position may be for you. This is an opportunity to work in an environment dedicated to learning, growing, and stimulating positive change from a feminist perspective. The mission of the Women's Place Resource Centre is to advance and advocate for the well-being, economic status, equity, and equality of all who identify as women in the City of Annapolis County. We support women by collaborating with community partners, addressing policy change, and providing a safe space for women to access programming and support services.

The Women's Place, located in Middlesex Hill, is looking to hire a woman interested in working in the community we serve. The position includes working with Co-workers to assist with development, promotion and delivery of programs. This position would also include an on-site, on-call support and response. It is a full-time position with wages to be discussed and is subject to a successful background check and a valid driver's license.

## Responsibilities and duties will include:

- Works with schools, community and other organizations and groups
- Develops, sets up and on-call support with the Program Coordinator
- Develops and creates materials for the program
- Works organizational direction, along with Co-workers, contribute to events and
- Literature review of various feminist-related materials
- Assist in delivery of programs
- Attend staff meetings
- Submit reports to Executive Director
- As with all staff, answer phones, record status information, and other general day-to-day duties
- Other duties as assigned by the Executive Director

## Qualifications:

- Post-secondary education with a focus on social justice or equivalent work experience
- Strong ability and comfort with verbal and written communication
- Strong communication, writing, organizational, and problem-solving skills
- Ability to work in a team atmosphere, respecting everyone's voice as well as the ability to work independently
- Work from a sensitive and compassionate perspective (please refer to)

To apply: Please forward your resume and cover letter to [hr@womensplace.ca](mailto:hr@womensplace.ca) no later than July 7, 2022. You have any questions or would like to contact The Women's Place Resource Centre for any reason please call 402-512-8839.

Governed by the Western Area Women's Coalition (WAWC)

## COUNTY of ANnapolis

NATURALLY ROOTED

## Residents of the Bridgetown Planning Area

TAKE NOTICE that Municipal Council for the Municipality of the County of Annapolis will hold a PUBLIC HEARING on Tuesday, July 19, 2022 at 11:00 am in the Municipal Administration Building, 752 St. George Street, Annapolis Royal to discuss the following: File No. 65320-35 2022-4UB-001 an application by CMI on behalf of the County of Annapolis to amend the Bridgetown Land Use Bylaw (LUB) Text & Zoning Map. The amendments will include renumbering the land identified as parcels FID No. 05144787, 05144795, 05114263 and 05025478. In the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (RM) Zone as well as the removal of Part 9.3.2 (4) regarding the location of multi-unit buildings on local streets. The aforementioned text and map amendments will permit the redevelopment of the property from a former school to a multi-unit residential development consisting of sixteen (16) two-bedroom apartments.

Any interested persons who wish to speak on the matter are invited to attend and make their opinions known to Council. Written submissions are encouraged and may be delivered to the Municipal Clerk at the Municipal Administration Building in Annapolis Royal any time prior to the Public Hearing. Copies of the amendment application and any associated staff reports may be inspected by contacting Brendan Lamb, Planner at the numbers below or by visiting the Planning Office, Municipal Building, 395 Main Street, Lawrenceville, weekdays, except public holidays, from 8:30 AM to 4:30 PM.

Brendan Lamb, Planner  
(902) 516-0478 or (902) 594-2135  
Email: [blamb@annapoliscountynova.ca](mailto:blamb@annapoliscountynova.ca)

Annapolis County.ca

## FROM PAGE 1 READY

Sabean's story is one of the many from this year's graduating class.

### GOVERNOR GENERAL MEDAL

Brooklyn McClelland received the Governor General Medal. "I am really excited. I have worked really hard throughout high school to have the highest average," she said.

The 17-year-old Deep Brook resident is looking forward to the next steps of her educational journey, which will take her to the University of Ottawa, where she will study math and computer science.

Her sister, Stierah McClelland, also received the Governor General Medal during her graduation year.

### QUEEN ELIZABETH II MEDAL

Mia Curry was recognized with the Queen Elizabeth II Medal for her academic achievement in high school while maintaining an outstanding record in school and



Mia Curry was Annapolis West Education Centre's Queen Elizabeth II Medal recipient this year.

community involvement. The 18-year-old resident of Bear River First Nations and Lequille received the Lieutenant Governor's Education Medal in 2021.

Curry enjoyed her time at AWEC but is looking forward to the future. She will be attending Dalhousie University to study science and wants to pursue a career revolving around space.

In April, she also received a

Schulich Leader Scholarship, which includes a \$20,000 renewable annual scholarship for four years, bringing the total to \$80,000. There were 100 awarded across the country from 1,400 applicants.

"It was a massive shock," she said. "It was very relieving to know that I can sustain myself during university."

### COVID-19

Valedictorian David Salomon said the pandemic halted their lives and made them adapt.

"We wore facemasks that we normally only see on an episode of Grey's Anatomy and vaccinated ourselves against a deadly virus," he said.

Curry said there were some very stressful times, but they found unique ways to persevere.

"Near the start of COVID, I transformed my closet into my little makeshift office," she said. "So, when we went into online school, I would use that as my space to do all my work."

McClelland said their high school years were different than most and included moving back and forth to online learning.



Brooklyn McClelland received the Governor General Medal at Annapolis West Education Centre's graduation ceremony on June 23.

"It's been a long journey," she said. "It's been a struggle, but it's been really nice to be back this year to just spend some time with people we grew up with."

Sabeen said she was grateful to be able to talk with her teachers and get help when needed to complete her assignments while learning online.

Principal Sue Anne Cooper said the graduates have been

"tremendously resilient." "Although the challenges of your high school years have been significant, they don't define you," she told them during the graduation ceremony. "Thanks for showing resilience in the face of challenges."

And while the first couple of years were significantly interrupted by measures put in place to slow down the spread of COVID-19, things returned closer to normal by the end of the school year.

"I think they'll look back and remember what they could do and not what they couldn't," Cooper said.

### FINAL MESSAGE

Cooper reminded the graduates of the importance of being lifelong learners while offering some other advice.

"Whatever the future holds, don't stop learning, take time to understand the perspectives of people who are different from you, use your life to make the world a better place one day at a time, be kind and don't forget where you came from," she said. "Class of 2022, we are very, very proud of you."

## Sharing the moment together

### AWEC graduation returns to group ceremony

**JASON MALLOY**  
ANNAPOLIS VALLEY  
REGISTERED  
✉ jason.malloy@valregister.com  
📞 @JasonMal7772994

#### Together.

That's how the graduates of Annapolis West Education Centre (AWEC) wanted to celebrate their final high school hours.

And that's exactly what happened June 29 as the school held its graduation ceremony at the Oqwa'tick Amphitheatre on the waterfront in Annapolis Royal.

"They wanted to be together — that was their priority," said principal Sue Anne Cooper.

The school's past two graduating classes had a drive-thru style graduation due to the COVID-19 pandemic. Each graduate was given a time to show up at the school in their cap and gown and went through the bus loop

where staff greeted them. The graduate would get out at the stage and receive their diploma and any awards they had earned.

"While some people liked the format, the graduating class put a premium on graduating together and asked to have the ceremony outside at the amphitheatre."

"It was nice to be able to have a full graduation," graduate Mia Curry said, "where you could see all the grads together."

There was room for everyone, and Mother Nature

co-operated with the sun glistening off the Annapolis Basin and a slight breeze blowing in off the water.

"It was better than I expected," said Tori Sabeen, noting she preferred being outside as opposed to in a stuffy gym. "I'm really glad that I actually got to do it in person so I could see all my friends one last time."

The class also has the designation as the school's first to begin Grade 6 at the school and go through to graduation. AWEC was a Grade 9-12 school until September 2015

when it became a Grade 6-12 facility.

"To think that just yesterday, we stood as two elementary schools joined together, fused, to what would become years of friendship," valedictorian David Salomon said.

This year's graduating class had 53 students. Sabeen said she will miss the close-knit school community.

"You really get to know everyone really, really well," she said. "I know every single one of the people in my school."

**IN THE MATTER OF:** The Companies Act, Chapter 81, of the Revised Statutes of Nova Scotia, 1889, as amended - and -

**IN THE MATTER OF:** An application by **MILBERRY CONSTRUCTION LIMITED** for leave to surrender its Certificate of Incorporation

**NOTICE IS HEREBY GIVEN THAT** Milberry Construction Limited will make an Application to the Registrar of Joint Stock Companies for Leave to Surrender its Certificate of Incorporation.

**DATED at Greenwood, Nova Scotia, this 28th day of June 2022.**

**W.W. (BILL) WATTS**  
NATHANSON SEAMAN WATTS  
(GREENWOOD)  
BARRISTER & SOLICITOR  
811 CENTRAL AVENUE  
GREENWOOD, NOVA SCOTIA  
B0P 1N0  
SOLICITOR FOR MILBERRY  
CONSTRUCTION LIMITED

### COUNTY of ANnapolis

NATURALLY ROOTED

#### Residents of the Bridgetown Planning Area

**TAKE NOTICE** that Municipal Council for the Municipality of the County of Annapolis will hold a **PUBLIC HEARING** on Tuesday, July 19, 2022 at 11:00 am in the Municipal Administration Building, 752 St. George Street, Annapolis Royal to discuss the following: File No. 66320-35 2022-1109-001: an application by CMH on behalf of the County of Annapolis to amend the Bridgetown Land Use Bylaw (LUB) Text & Zoning Map. The amendments will include rezoning the land identified as parcels FID No. 05144787, 05144795, 05144293 and 05005475, in the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (R2) Zone as well as the removal of Part 9.3.2 (d) regarding the location of multi-unit buildings on local streets. The aforementioned text and map amendments will permit the redevelopment of the property from a former school to a multi-unit residential development consisting of sixteen (16) two-bedroom apartments.

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Brendan Lamb, Planner  
(902) 525-0478 or (902) 584-2255  
Email: blamb@annapoliscountyns.ca

Annapolis County.ca

### WE WANT TO HEAR FROM YOU!

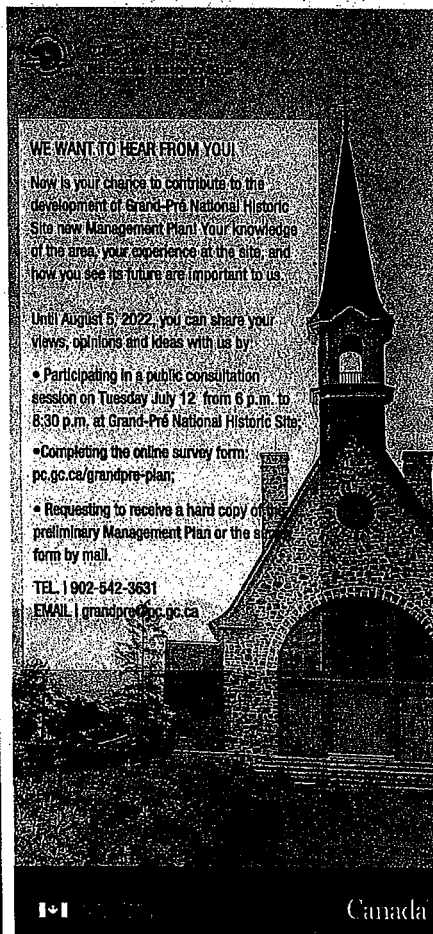
Now is your chance to contribute to the development of Grand-Pré National Historic Site new Management Plan. Your knowledge of the area, your experience at the site, and how you see its future are important to us.

Until August 5, 2022, you can share your views, opinions and ideas with us by:

- Participating in a public consultation session on Tuesday July 12 from 6 p.m. to 8:30 p.m. at Grand-Pré National Historic Site.
- Completing the online survey form: [pc.gc.ca/grandpre-plan](https://pc.gc.ca/grandpre-plan);
- Requesting to receive a hard copy of the preliminary Management Plan or the survey form by mail.

TEL 1 902-542-3631

EMAIL: [grandpre@pc.gc.ca](mailto:grandpre@pc.gc.ca)



## HOUSING

## Working together

Federal minister, municipal leaders meet to discuss options, ideas to improve housing

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@saltwire.com  
📞 410-477-2984

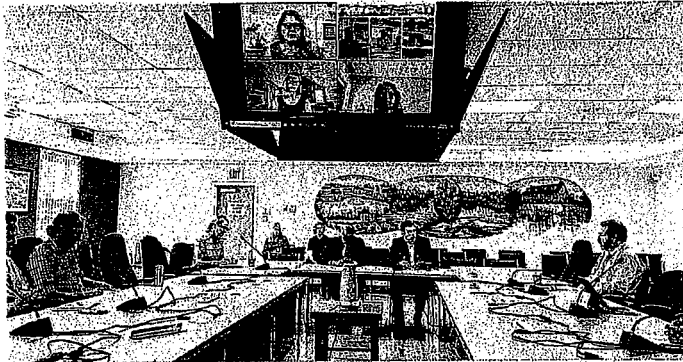
Municipal leaders recently had an opportunity to learn more about federal housing programs.

Ahmed Hussein, Canada's Minister of Housing and Diversity and Inclusion, was joined by Kings-Hants MP Kody Blois for the session with municipal leaders from East Hants, West Hants, Wolfville, Kentville and Kings County July 20 in Windsor.

Hussein was in Nova Scotia as part of funding announcements in Hammonds Plains and Antigonish. While there was no specific announcement for Kings-Hants this trip, the minister said there is funding available to municipalities through a series of programs. He added some recent announcements came following round table discussions similar to the Kings-Hants session.

"I was encouraging local leaders to send (in) those applications, find ways to benefit from these new and existing programs," he said. "That's part of the magic. Announcements don't happen without people applying to these programs and they can't apply to what they don't know."

While the programs will help increase the supply of housing across the country, people are living in tents, RVs and couch surfing now in places like Windsor, Hussein



Ahmed Hussein, Canada's minister of Housing and Diversity and Inclusion, met with municipal leaders in Kings-Hants on July 20. CONTRIBUTED

said the federal government "dramatically increased" funding for affordable housing in this year's budget.

"We're building more than ever before. We're providing more money through rental supplements. We're providing transitional housing. We're building more shelter beds," he said. "We understand there's more work to be done. I sympathize. For even one Canadian to end up on the street, we're all diminished as a society so we have to do everything that we can to really tackle this."

Kentville Mayor Sandra Snow said homelessness is an issue across the province.

"Homelessness in Nova Scotia, and particularly in

rural Nova Scotia, doesn't look like city homelessness. We don't see the person sleeping in a doorway or a tent popping up at say Oakdene Park."

She said the idea of what housing is also has to evolve. It might include people just needing a place to go on the coldest nights of the year, or a place to sleep and a secure spot for their belongings. Wolfville was among the fastest-growing communities in Atlantic Canada in the last census. And the town is working on its Fast Track Secondary plan, which would see the population double when complete.

"There is a lot of demand to live in Wolfville," said Mayor

Wendy Donovan, noting the municipality will need support to expand infrastructure like sewer and water.

Donovan added small municipalities need support to access the programs and prepare applications. She said the session was a good first step but would like to see provincial representation involved in future meetings.

She also said there are opportunities for funding she wants to explore more that could see the development process digitized and streamlined to get shovels in the ground sooner. The town contractors building services, like permits and inspection, to the County of Kings.

One issue facing the region

is the lack skilled workers to build housing.

"One of the solutions to that skill shortage and worker shortage is immigration, but ... we also need to make sure we're housing those immigrants," said Hussein, who was the immigration minister for three years.

Snow said the idea of Not In My Backyard (NIMBY) was also discussed.

"There are still people who don't want density next to their neighbourhoods."

But there have been successes too like the Miners Landing development. Snow said it was expected to have two buildings at this point, but there's already four due to the demand.

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### COUNTY of ANnapolis

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#### NOTICE OF APPEAL

TAKE NOTICE that on Tuesday, July 19, 2022 at its Regular Session, Municipal Council for the Municipality of the County of Annapolis approved an amendment to the Bridgetown Land Use Bylaw (LUB) Text & Zoning Map. The amendments include rezoning the land identified as parcels PID No. 05144787, 05144788, 05144789 and 05005475, in the community of Bridgetown from the Institutional (I1) and Open Space (O1) Zones to the Residential Multiple (R2) Zone as well as the removal of Part 9.3.2 (d) regarding the location of multi-unit buildings on local streets. The aforementioned text and map amendments will permit the development of the property from a former school to a multi-unit residential development.

AND TAKE NOTICE that in accordance with Section 247 (1) and 249 of the Municipal Government Act Council's decision may be appealed to the Nova Scotia Utility and Review Board within fourteen (14) days of the publication of this notice.

For further information, please contact:

Brendan Lamb, Planner  
(902) 528-0478 or (802) 594-2255  
Email: blamb@annapoliscounty.ca

AnnapolisCounty.ca



## Best of Boxwood

Nova Scotia Concert Tour

Chris Norman flutes, pipes  
Catherine McEvoy Irish flute, whistle  
Sean Heely fiddle, harp, Gaelic song  
Eamon O'Leary guitar, banjo, song  
Janella Lucy soprano

Tues Aug 2 at 7 pm

Dawn Oman Art Gallery  
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Bridgetown

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Students \$10 at the door  
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## STAFF REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Nadine McCormick, Communications & Special Projects Officer  
**Report Number:** SR2023-14 2023 Strategic Plan - Adopt  
**Subject:** 2023 Strategic Plan - Adopt

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### RECOMMENDATION(S):

That municipal council adopt the 2023 Strategic Plan for the Municipality of the County of Annapolis as presented.

### LEGISLATIVE AUTHORITY

MGA

### BACKGROUND

A Strategic Plan is a vital tool help establish municipal government priorities, and provide a guide to determine best choices in the development of public services.

Municipal Council hired Porter O'Brien Consulting to develop a strategic plan for the County of Annapolis. As part of the development process, Council and staff identified shared values that spoke to why the organization existed and what its fundamental principles were when implementing its work. Through the process, Key Resulting Areas and goals were established that comprise the new strategic plan.

The following is a timeline of events:

#### 2022

- August 29<sup>th</sup> In-person staff workshop
- September 7<sup>th</sup> In-person Council workshop
- October 6<sup>th</sup> Staff feedback session via video conference
- October 18<sup>th</sup> In- person Council workshop to focus on refining and approving the goals associated with each Key Result Area (KRA), and identifying priority to the key result areas.
- December 20<sup>th</sup> Zoomed in for a quick Q&A/Feedback session on the draft version of the final report

#### 2023

- January 19<sup>th</sup> Council Workshop
- February 1<sup>st</sup> Revised Strategic Plan received

## **DISCUSSION**

The critical output from the development of the Strategic Plan identified the following four Key Result Areas:

- 1) Effective Organization
- 2) Financial Responsibility
- 3) responsible Growth
- 4) Outside Relations

The Four Key Result Areas are the longer term objectives. Action plans in support of the Strategic Plan's Key Result Areas will continually be developed and executed.

## **FINANCIAL IMPLICATIONS**

N/A

## **POLICY IMPLICATIONS**

N/A

## **ALTERNATIVES / OPTIONS**

N/A

## **NEXT STEPS**

An overview of the adopted Strategic Plan will be posted on the County website and introduction meetings to understand the Plan will be provided to all staff. The action plans developed by departments will ensure support in Strategic Plan driven initiatives and activities. This will become a regular topic at Council meetings supported by CAO and staff.

## **ATTACHMENTS**

- Draft Strategic Plan revised

### **Prepared by:**

Nadine I. McCormick,  
Communications & Special Projects Officer

### **Approved by:**

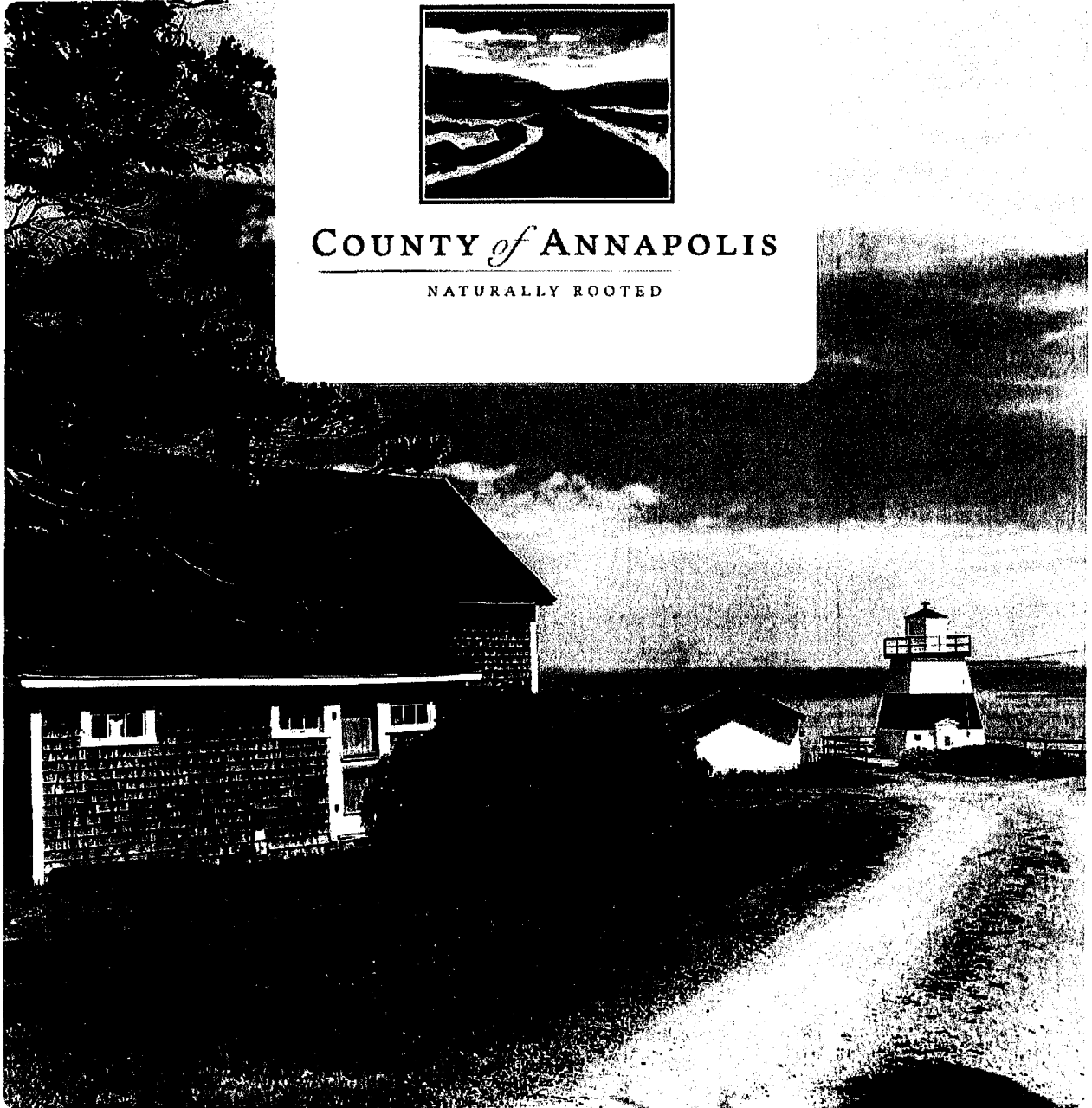


Doug Patterson,  
Interim Chief Administrative Officer

### **Approval Date:**

*Feb, 8, 23*





COUNTY *of* ANNAPOLIS  
NATURALLY ROOTED

# Strategic Plan

## Key Result Areas

1

**Effective Organization** - Establishing a strong foundation of processes and planning so staff can provide the best service possible.

2

**Financial Responsibility** - Committing to increasing efficiencies and planning for growth.

3

**Responsible Growth** - Focusing on growing not only our population but also opportunities for families to work, play and grow in the area.

4

**Outside Relations** - Building on partnerships to work together more effectively.

## Goals

### Key Result Area #1 - **Effective Organization**

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- Conduct an organizational effectiveness review to identify roles required, job descriptions and department needs to improve operations.
- Develop standard operating procedures for all operational tasks within the organization according to best practices to gain efficiencies and streamline decision-making.
- Establish a culture of continuous improvement.
- Expand citizen portal for online services to include more options and monitoring to increase customer service levels offered.

## Goals

### Key Result Area #2 - **Financial Responsibility**

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- Develop a budget that maintains service levels to minimize debt, increase reserves, and explore ways to generate new revenue sources.
- Consider financial efficiency options for shared services and joint growth between regions and municipalities to reduce costs and offer greater access to services.
- Determine opportunities to maximize revenue from new commercial and residential developments through taking advantage of existing services such as water lines and roads.
- Establish management and usage plans for asset management and infrastructure to maximize existing materials, meet expansion needs, tracking of maintenance, and reduce replacement costs.

## Goals

### Key Result Area #3- **Responsible Growth**

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- Increase the economic and tourism expansion of traditional and emerging industries to create opportunities.
- Develop municipal marketing plan to promote the region as a place to live, grow, work and play.
- Support agricultural and forestry areas to maximize industry opportunity or careers, evaluate new revenue sources, and support industry growth.
- Development of a volunteer plan to support volunteer recruitment, engagement and education in order to increase volunteer numbers across age brackets.
- Review, modernize and implement a climate change action plan to prepare for changing environmental conditions and meet sustainability targets.

## Goals

### Key Result Area #4 - **Outside Relations**

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- Commit to establishing the safest communities possible to increase resident satisfaction.
- Enhance relationships with federal and provincial officials.
- Create conditions for working families to thrive and grow within the region.
- Identify regulatory changes required for residential and commercial development and apply enforcement for infractions to compliance.
- Create workforce development plans to increase career opportunities and reduce workforce exit.



COUNTY *of* ANNAPOLIS

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COUNTY of ANNAPOLIS  
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# INFORMATION REPORT

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**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Cheryl Mason, Manager of Protective Services  
**Subject:** Fire Services Review Update

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## ORIGIN

Council of June 21, 2022 – Direction given to CAO that staff prepare a recommendation report regarding carrying out a fire services review.

## LEGISLATIVE AUTHORITY

Part X, Section 296 Fire and Emergency Services of the Nova Scotia Municipal Government Act

## BACKGROUND

In 2012 the County of Annapolis accepted a Fire Services Audit and a draft Strategic Plan regarding services provided by fire departments, equipment and funding through the County and other funding agencies however there was no follow-up other than a slight increase in funding made in 2018 for operating funds.

Without question the volunteers of the eleven (11) fire departments in Annapolis County provide an essential and valuable services to all of its residents consisting of approximately 330 members; all volunteers who drop what they are doing to assist when in time of an emergency. The current funding provided to the departments by the County of Annapolis is only for fire prevention and fire protection. Departments are not funded for Medical First Responder, Forest Fires and Motor Vehicle Accidents. It is also important to realize the significant increases over the past several years in the cost to manage the departments; with the increase in fuel, purchasing equipment and insurance, just to start.

Staff have been working on the background for several months and have contacted several municipalities regarding recent fire services reviews completed around the Province and examined their recommendations and concerns with the current model of funding.

## DISCUSSION

The time that staff have been involved in the review and the time to call a Request for Proposal has been included in current staff schedules. It may take up to a year before the final report is received after awarding the contract, reviewed then placed before Council to determine the course of action to take based on the recommendations. This process will also require input from the Annapolis County Fire Services Association/Fire Chiefs as their service may be impacted by any decisions or discussions from the findings of the report. Changes in funding could also result in affects to the residents of the County whether it be changes in the fire rate, an area rate or just general tax rate.



It must also be recognized that once the document is received, there needs to be assurance that implementation and maintenance of findings will be ongoing.

### **FINANCIAL IMPLICATIONS**

The estimated cost of a review is in the range of \$80,000 to \$100,000 based on other models so this cost will need to be discussed during the budget process for 2023/24 fiscal year.

### **POLICY IMPLICATIONS**

It is possible that changes made may require changes to the County of Annapolis Fire and Emergency Services Policy AM-1.4.2.1

### **ATTACHMENTS**

- 1 – *Municipal Government Act* PART X Fire and Emergency Services
- 2 – Fire and Emergency Services Policy 1.4.2.1

### **Prepared by:**

Cheryl Mason, Manager Protective Services

### **Reviewed by:**

Dawn Campbell, Director of Legislative Services/HR

### **Approved by:**



Doug Patterson  
Interim Chief Administrative Officer

### **Approval Date:**

Feb 8, 23  
(Date)

or a regulation or by-law made thereunder does not affect the creation of a title or interest in real property conveyed, or purported to have been conveyed, by deed, lease, mortgage or other instrument before April 16, 1987.

(2) Subsection (1) does not affect the rights acquired by a person from a judgment or order of a court given or made in litigation or proceedings commenced before April 16, 1987. 1998, c. 18, s. 291.

#### **Former Planning Act**

292 A subdivision by-law adopted pursuant to a former *Planning Act* is a subdivision by-law within the meaning of this Act, to the extent that it is consistent with this Act. 1998, c. 18, s. 292.

### **PART X**

#### **FIRE AND EMERGENCY SERVICES**

##### **Municipal role**

293 A municipality may maintain and provide fire and emergency services by providing the service, assisting others to provide the service, working with others to provide the service or a combination of means. 1998, c. 18, s. 293.

##### **Registration as fire department**

294 (1) A body corporate may apply to a municipality for registration as a fire department.

(2) A municipality shall not refuse to register a body corporate that complies with this Act if the

(a) municipality is satisfied that the body corporate is capable of providing the services it offers to provide;

(b) body corporate carries liability insurance, as required by the municipality;

(c) body corporate does not provide the fire services for profit; and

(d) municipality does not provide the same services for the same area.

(3) A fire department, including a fire department of a municipality, village or fire protection district, shall register in each municipality in which it provides emergency services.

(4) A registered fire department shall provide the municipality with a list of specific emergency services it will endeavour to provide and the area in which the services will be provided.

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(5) Registration continues in force until withdrawn by the municipality for cause or the fire department requests that the registration be revoked.

(6) A municipality may grant or lend money to, or guarantee a loan for, a registered fire department for operating or capital purposes.

(7) A municipality may grant or lend assets, without charge, to a registered fire department.

(8) Registration does not make a fire department an agent of a municipality.

(9) A registered fire department is not a municipal enterprise pursuant to the *Finance Act*. 1998, c. 18, s. 294; 2022, c. 38, s. 29.

#### **Registration as emergency services provider**

**295** (1) A body corporate may apply to a municipality for registration as an emergency services provider to provide emergency services other than fire services.

(2) A municipality shall not refuse to register a body corporate that complies with this Act if the

(a) municipality is satisfied that the body corporate is capable of providing the services it has undertaken to provide;

(b) body corporate carries liability insurance, as required by the municipality;

(c) body corporate does not provide the emergency services for profit; and

(d) municipality does not provide the same services for the same area.

(3) A body corporate that applies pursuant to subsection (1) shall register in each municipality in which it provides emergency services.

(4) A registered emergency services provider shall provide the municipality with a list of the specific emergency services it will endeavour to provide and the area in which the services will be provided.

(5) Registration continues in force until withdrawn by the municipality for cause or the emergency services provider requests that the registration be revoked.

(6) A municipality may grant or lend money to, or guarantee a loan for, a registered emergency services provider for operating or capital purposes.

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(7) A municipality may grant or lend assets, without charge, to a registered emergency services provider.

(8) Registration does not make an emergency services provider an agent of a municipality.

(9) A registered emergency services provider is not a municipal enterprise pursuant to the *Finance Act*. 1998, c. 18, s. 295; 2022, c. 38, s. 30.

#### Policies

296 (1) The council may make policies respecting full-time, volunteer and composite fire departments and emergency service providers in the municipality.

(2) Policies for fire departments and emergency service providers may include

- (a) requirements and procedures for registration;
- (b) personnel policies with respect to those members who are employees of the municipality;
- (c) the manner of accounting to the council for the use of funds provided by the municipality;
- (d) an annual meeting to report to the public respecting fire and emergency services;
- (e) such other matters as are necessary and expedient for the provision of emergency services in the municipality.

(3) The council may require proof of compliance with its policies before advancing any funds. 1998, c. 18, s. 296.

#### Powers where fire

297 (1) When any fire, rescue or emergency occurs, the fire chief or other officer in charge, and any person under the direction of that officer, shall endeavour to extinguish the fire and prevent it from spreading, conduct the rescue or deal with the emergency and, for that purpose, may

- (a) command the assistance of persons present and any inhabitant of the municipality;
- (b) remove property from buildings on fire or in danger of fire;
- (c) take charge of property;
- (d) enter, break into or tear down any building;
- (e) exclude and remove persons and vehicles from the building or vicinity; and

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(f) generally do all things necessary to respond to the emergency.

(2) It is an offence to disobey any lawful order or command of the officer in charge.

(3) Where a fire alarm is given or the officer in charge has reason to believe that a fire exists on any premises, the officer in charge and any person under the direction of that officer may enter or break into any building for the purpose of ascertaining whether a fire exists.

(4) The officer in charge may direct that a building be pulled down or otherwise destroyed if, in the judgment of that officer, doing so will tend to contain a fire or protect the public from a dangerous condition.

(5) A municipality, a village, a fire protection district, a fire department, an emergency services provider and an officer in charge, and a person acting under the direction or authority of that officer, are not liable for an act done in the exercise of any of the powers conferred by this Section. 1998, c. 18, s. 297.

**298** *repealed 2002, c. 6, s. 56.*

#### **Offence**

**299** It is an offence to interfere with

(a) efforts of a member of a fire department or emergency services provider to extinguish fires and render assistance in emergencies; and

(b) publicly or privately-owned fire-fighting, rescue or emergency facilities and equipment and hydrants. 1998, c. 18, s. 299.

#### **No liability**

**300** A municipality, a village, a fire protection district, an employee of a municipality, village or fire protection district, a member of the fire department of a municipality, village or fire protection district, a registered fire department, a member of a registered fire department, a registered emergency services provider and a member of a registered emergency services provider are not liable for an act or omission in providing, or failing to provide, an emergency service, unless they are grossly negligent. 1998, c. 18, s. 300.

#### **When action lies**

**301** (1) No action lies with respect to an act or omission in providing, or failing to provide, an emergency service against an employee of a municipality, village or fire protection district, a member of the fire department of a municipality, village, fire protection district, registered fire department or registered emergency services provider.

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(2) Notwithstanding subsection (1) and subject to Section 300, an action may lie against a municipality, village, fire protection district, registered fire department or registered emergency services provider with respect to its employee, member of its fire department or member. 1998, c. 18, s. 301.

#### **Mutual aid**

**302 (1)** A municipality may assist at fires, rescues or other emergencies occurring outside its boundaries.

(2) A municipality may agree with municipalities, villages, fire protection districts, federal and provincial departments and agencies or others to provide assistance at fires, rescues and other emergencies and to receive assistance at fires, rescues and other emergencies.

(3) A fire department that assists a registered fire department pursuant to a mutual aid agreement is not required to register and is entitled to all of the protections provided by this Act for the assisted fire department.

(4) An emergency services provider that assists a registered fire department or registered emergency services provider pursuant to a mutual aid agreement is not required to register and is entitled to all of the protections provided in this Act for the assisted fire department or emergency services provider. 1998, c. 18, s. 302.

### **PART XI**

#### **ELECTRICAL SERVICES**

##### **Contract with N.S. Power or municipality**

**303 (1)** Subject to the *Public Utilities Act*, a council may contract with Nova Scotia Power Incorporated or another municipality for transmission and supply of electric power.

(2) A municipality that has entered into a contract for electric power or that generates electric power may

(a) use the electric power for the purpose of lighting streets, highways and property of the municipality or for any other purpose of the municipality;

(b) distribute the electric power throughout the municipality;

(c) establish and maintain an electrical distribution system in the municipality;

(d) sell or dispose of the electric power, or any part thereof, to a person or body;

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MUNICIPALITY OF THE COUNTY OF ANNAPOLIS  <b>POLICY AND ADMINISTRATION MANUAL</b>		<b>AM -1.4.2.1</b>
Section  <b>Municipal Services - Protective</b>	Subject  <b>Fire and Emergency Services Policy</b>	

**1. APPLICATION**

This policy establishes the roles and responsibilities of the Municipality and its volunteer fire and emergency service providers in regard to:

- the requirements and procedures for registration;
- the manner of accounting for the use of funds provided by the Municipality;
- the requirement for proof of compliance with policies before advancing of any funds; and
- such other matters as are necessary and expedient for the provision of emergency services in the municipality.

**2. AUTHORITY**

Part X, Section 296, Municipal Government Act as amended

**3. DEFINITIONS**

"In this policy words and phrases have the same meaning as in the *Municipal Government Act* or as provided below:"

- 3.1 *"Active Volunteers"* defined as volunteers with a registered service provider who maintain good standing by attending training, meetings and responding to calls, to the levels required by their respective registered service provider bylaws and for greater certainty includes volunteer first responders who assist with non-fire emergency services.
- 3.2 *"Capital expenditure"* means an amount spent to acquire or improve a long-term asset such as equipment or buildings. Usually the cost is \$1,000 or more and the purchased item(s) recorded in an account classified as Property, Plant and Equipment. The cost (except for the cost of land) will then be charged to depreciation expense over the useful life of the asset.
- 3.3 *"Chief Administrative Officer" or "CAO"* is the senior administrative official for the municipality and includes any municipal employee to whom the CAO delegates authority.
- 3.4 *"Fire response services provider" or "emergency service providers"* includes organizations which provide one or more fire response and/or non-fire emergency services;
- 3.5 *"Fire services"* means services related to the prevention and suppression of fires;
- 3.6 *"Municipality"* means the Municipality of the County of Annapolis
- 3.7 *"Mutual aid provider"* means a fire or emergency response provider which may be called for assistance and support at the request of a primary service provider;

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3.8 "Primary fire response services" or "primary service providers" means fire and emergency response services providers which are intended to be called first by emergency services dispatchers for the provision of fire suppression or emergency services in a defined territory in the Municipality of the County of Annapolis;

3.9 "Procurement Policy" means the Procurement Policy of the Municipality of the County of Annapolis outlining the methods for procurement of all goods and services to be adhered to by the registered fire and emergency service providers in accordance with the Atlantic Procurement Agreement for all capital expenditures as amended from time to time.

3.10 "Registered" means registered by the Municipality of the County of Annapolis in accordance with Part X of the *Municipal Government Act* and the provisions of this Policy.

#### 4. PRIMARY FIRE AND EMERGENCY SERVICES PROVIDED BY VOLUNTEER ORGANIZATIONS OR CORPORATIONS

4.1 The Municipality acknowledges the provision of primary fire and emergency responses and fire prevention activities undertaken by volunteer fire brigades, departments, societies and other bodies corporate, in the geographic areas and for the particular emergency services for which such entities are registered.

4.2 In accordance with the Province, the Municipality will pay the Workers' Compensation Board (WCB) premiums for registered volunteer fire departments firefighters as necessary. This will be at the minimum yearly salary established by WCB.

#### 5. MUTUAL AID PROVIDERS

5.1 The Municipality acknowledges mutual aid or support services provided by fire response and emergency services providers registered as mutual aid providers, and the Municipality authorizes primary service providers to request and obtain assistance where reasonably necessary from other, unregistered fire response and emergency services providers which are lawfully authorized primary service providers in another geographic area, municipal unit or jurisdiction.

5.2 The Municipality adopts as a mutual aid agreement of the Municipality for purposes of s. 302 of the *Municipal Government Act*:

- (a) each standing mutual aid agreement entered into by a registered primary service provider; and
- (b) each ad hoc request made by a registered primary service provider for assistance at fires, rescues and other emergencies which results in another service provider responding to the event.



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5.3 Nothing in this Policy authorizes a primary service provider to obligate or purport to obligate the Municipality to make cash payments for aid or assistance.

## 6. GRANTS FOR FIRE SERVICE PROVIDERS

6.1 It is the policy of the Municipality to maintain a capital reserve account for registered primary fire services providers to request, subject to Municipal Council being satisfied that the grant is for:

- (a) necessary buildings, fire trucks, or equipment to enable fire departments to provide County-funded services;
- (b) a fire truck approved in accordance with a purchasing schedule endorsed by the Fire Services Association and approved by Municipal Council;
- (c) buildings, fire trucks, or equipment that is not unduly duplicative of other plant and equipment available within or near the Municipality; and
- (d) a term of borrowing not exceeding 20 years for fire stations, 15 years for fire trucks and 5 years for fixed and moveable equipment.

6.2 The Municipality shall not release any funds if, in the opinion of Municipal Council, the purchase will create an undue risk of a financial problem or liability for the Municipality or the requesting department.

6.3 The Municipality shall not release any funds if, in the opinion of Municipal Council, it is intended as a replacement for financing and grants available from another municipality within which the department is physically located.

6.4 Releases from the Capital Fire Services Reserve shall not exceed 75% of the cost of the capital asset.

6.5 Each request is subject to review and approval by Municipal Council and must be submitted in time sufficient to provide for a sixty (60) day processing and consideration period. (At the discretion of Municipal Council, the processing and consideration period may be shorter if for a circumstance of emergency / urgent need.)

6.6 No capital grant shall be considered for any purchase for which an agreement to purchase has already been made with the supplier.

6.7 A fire department shall include the following in its capital grant request:

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- a description of the capital asset and the total capital cost (including whenever possible three (3) quotes from potential providers as per the Procurement Policy); and
- an outline of the need for the capital asset (e.g., replacement of an existing asset and relevant details) or its benefit or necessity to the department and the Municipality; and
- a letter of support from the Fire Services Association; and
- details of all other sources of funding, including confirmation of amounts which are to be received from other funding bodies; and
- confirmation by the Fire Chief / Chairman of the Fire Commission that the department or commission has approved the purchase, the amount & term of the long-term borrowing, and the cost of insuring the capital asset during the term of the borrowing insured and copy of minutes of general meeting with quorum of department members present, and
- confirmation that the Municipality will be listed as an additionally named insured for the asset during the time of the loan.

6.8 Subject to the approval of Municipal Council, a fire department may apply for all or a portion of its accumulated capital reserve to be used toward the principal portion of loan payments due during the term of the loan.

## 7. **REQUIREMENTS AND PROCEDURES FOR REGISTRATION**

The Municipality adopts the following requirements and procedures for registration under Part X of the *Municipal Government Act*:

- 7.1 The Municipality will make available to all eligible primary fire and emergency response service providers interested in registering with the Municipality an application form, which must be completed in full and returned to the Municipality for review. A copy of the application form for primary service providers is attached as **Schedule "A"**.
- 7.2 For mutual aid service providers which are not primary service providers in the Municipality, and which apply to the Municipality for registration, the applicant shall be registered in this Municipality for those services for which it is registered in the municipal unit for which it provides primary services. A service provider registered in

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the Municipality under subsection (1) is automatically registered as a mutual aid service provider in respect of its registered services.

- 7.3 The Municipality shall register a fire department and/or emergency service provider that complies with the requirements of the *Municipal Government Act* and this Policy if:
- (a) the Municipality is satisfied based on a review of the application form that it is capable of providing the services it offers to provide; it carries a minimum of **\$5,000,000** in liability insurance for the vehicles it owns or operates and a minimum of **\$5,000,000** in liability insurance for claims brought against it for wrongful acts or omissions in regards to the fire response and emergency services which it provides;
  - (b) it does not provide fire response and emergency services for profit;
  - (c) in the case of applicants seeking to register as primary service providers, the Municipality does not otherwise provide or support others to provide the same primary service for the same territory; and
  - (d) it has completed and signed an application in the form provided by the Municipality, and where a Fire Commission exists pursuant to statutory authority, the Commission and the entity providing the service have both signed the application.
- 7.4 On or before **July 1<sup>st</sup>** of each year the Municipality will send out a registration form to the contact person listed on the most current registration form to all registered fire response and emergency service providers. The registration form must be filled out by the Fire Chief or other senior authorized representative of the service provider, and returned to the Municipality on or before **September 1<sup>st</sup>** of each year.
- 7.5 Registration shall be effective upon receiving the signature of the Chief Administrative Officer (or his / her designate) and shall be for the services for which application is made unless the contrary is indicated by the Municipality when approving the registration.
- 7.6 A fire department registered pursuant to this policy shall:
- (a) meet the National Fire Protection Association 1500 Standard on Fire Safety and Occupational Health Program as accepted by the NS Office of the Fire Marshall for Firefighter Occupational Health and Safety, or other standards as acceptable to the Municipality, including standards for apparatus, equipment and the National Building Code and the National Fire Code for Buildings, as well as the provisions of the *Occupational Health and Safety Act* of the Province of Nova Scotia, where applicable;

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OR (a) minimum training levels as acceptable to the Fire Services Association of Nova Scotia recognized in relation with the Fire Marshal's Office of the Province of Nova Scotia.

(b) be registered as an incorporated society with the Registry of Joint Stock Companies (NS);

(c) submit timely and accurate reports (at least annually) regarding but not limited to training, incidents, and fire suppression / prevention activities.

7.7 Failure to comply with this policy may be a cause for the Municipality to revoke the fire department's registration.

#### 8. **REPORTING TO COUNCIL**

8.1 Each registered primary fire response and emergency services provider shall annually provide to Municipal Council financial statements in such form and contain such information as may from time to time be required for the proper administration of this policy.

#### 9. **FIRE RESPONSE AND EMERGENCY SERVICES STANDARDS**

9.1 All fire and emergency service providers shall, to the best of their abilities and judgment, refrain from undertaking any activity unless the benefit of the activity appears at the time to outweigh the risks of the activity, including any risks arising from deficiencies or limitations in training, incident command, member accountability, or equipment at the site.

Municipal Clerk's Annotation for Official Policy Book	
I certify that this policy was approved by Municipal Council as indicated below:	
Seven (7) Day Notice .....	<b>December 14, 2021</b>
Council Approval .....	<b>January 18, 2022</b>
<b><u>January 19, 2021</u></b>	
_____	Date
Municipal Clerk	
At <b><u>Annapolis Royal</u></b> Nova Scotia	

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**Schedule "A" Page -1-**  
**Application for Registration as a Fire Department or Emergency**  
**Service Provider under the *Municipal Government Act***  
**Municipality of the County of Annapolis**

**1. Service Provider Name (as registered with NS Registry of Joint Stocks):**


**2. Chief / President Name, Contact Phone Number for Department, Email, Cell Number and Civic and Mailing Address:**


**3. NS Registry of Joint Stock Number: \_\_\_\_\_**  
**Federal Charitable Status Number (Canada Revenue Agency, if applicable): \_\_\_\_\_**

**4. Name of Insurance Provider(s) and Amounts / Types of Insurance (Provide Copies of All)**


**5. Communities or Area protected by the Service Provider (County Fire Districts, in the case of Fire Departments):**


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**Application for Registration as a Fire Department or Emergency**  
**Service Provider under the *Municipal Government Act***

**Municipality of the County of Annapolis**

**Nature of Services Provided:**

(Please indicate the nature of Emergency Services provided and the level of service provided by marking circled the appropriate reference.)

Emergency Services	Level of Service Provided	Accepted for Registration (Y/N)
6. Fire and Fire Related Emergencies	<input type="checkbox"/> Structural <input type="checkbox"/> Defensive <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
7. Medical Emergencies (attach copy of registration)	<input type="checkbox"/> Registered 1 <sup>st</sup> Responder <input type="checkbox"/> Medical Assistance <input type="checkbox"/> N/A	Provided
8. Vehicle Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
9. Water Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
10. Ice Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
11. Structural Collapse	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
12. Excavation Collapse	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
13. High Angle Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
14. Hazardous Material	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
15. Ground Search and Rescue	<input type="checkbox"/> Provider <input type="checkbox"/> Assistance <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
16. Confined Space Entry	<input type="checkbox"/> Provider <input type="checkbox"/> Assistance <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
17. Confined Space Rescue	<input type="checkbox"/> Provider <input type="checkbox"/> Assistance <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N

**18. Number of Active Members** \_\_\_\_\_

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**Application for Registration as a Fire Department or Emergency**  
**Service Provider under the *Municipal Government Act***

**Municipality of the County of Annapolis**

Please refer to the "Evaluation of Services Provided and Level of Service" information attached, in answering the following questions:

19. Are there any limits on the level of service that will be provided in respect to any of the services checked above? If so, please indicate:


20. Does the Service Provider have the equipment to perform the services checked above?


21. Does the Service Provider have the training and experience necessary to provide the services checked above? Attach list of members, training provided and copies of certification:


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Section <b>Municipal Services - Protective</b>	Subject <b>Fire and Emergency Services Policy</b>	

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**Application for Registration as a Fire Department or Emergency**  
**Service Provider under the *Municipal Government Act***

**Municipality of the County of Annapolis**

- 22. Have you provided reports regarding incidents and fire suppression / prevention activities for the previous fiscal year?** ☐ Yes ☐ No

If no, please explain: _____ _____
---------------------------------------

Date: _____  _____ Signature: Fire Chief or Designate / President of Association	Date: _____  _____ Signature: Chief Administrative Officer or Designate
_____  Please print Name and Position of Emergency Service Provider Representative	_____  Please print Name of Chief Administrative Officer, or Designate of County of Annapolis



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**Application for Registration as a Fire Department or Emergency  
Service Provider under the *Municipal Government Act*  
Municipality of the County of Annapolis**

**Evaluation of Services Provided and Level of Service for Use with Application for Registration as a  
Fire Department or Emergency Services Provider under the *Municipal Government Act*  
Information From the Office of the Fire Marshall**

The registration of a fire department or emergency services provider is a replacement for the fire wards system. The process recognizes that fire departments may carry on a wider variety of services then under the previous Act.

The following is a direct quote from National Fire Protection Association Standard 1500:

***"Spelling out the specific parameters of services to be provided allows the fire department to plan, staff, equip, train, and deploy members to perform these duties. It also gives the governing body an accounting of the costs of services and allows it to select those services they can afford to provide. Likewise, the governing body should identify services it cannot afford to provide and that it cannot register the department to deliver."***

There are a number of fire departments who have expressed concern that they could be prevented from attending at emergencies in their communities. The registration should not therefore be an all or nothing situation. The responding department may not have the training, equipment or command system to fully handle the situation. The department may, however, be able to provide assistance to the victims until more qualified help does arrive. This level of service can be indicated upon registering, in letter form or on the registration form, by a note indicating a limit on the level of service to be provided, or by a note stating what, in the definitions provided below, will not be provided.

To assist the fire service and the municipal units, the Office of the Fire Marshal has developed a registration form that includes a checklist for services and level of abilities. This checklist was developed with the assistance of the Fire Officers Association directors. The use of this form is not compulsory. Each municipality may develop its own registration process in accordance with the *Municipal Government Act*, although it is noted that it is the desire of the fire service advisory group that there should be one common system rather than 55.

**The Office of the Fire Marshal will not be evaluating fire departments; the registration process is between the municipality and the fire department.**

The standards selected are from the National Fire Protection Association 1500 standard for Firefighter Occupational Health and Safety. The key to this standard is that, "no activity is undertaken unless the benefit outweighs the risk," for example, items such as a minimum four-person crew for interior attack should be followed except where a rescue of someone inside the building is possible. The NFPA 1500 document should be the corner stone upon which each fire department attempts to meet the highest standard of safety. There are sections such as physical fitness requirements and recruiting that may require a different approach by the fire department.

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#### Definition of Terms Used in the Registration Form

#### 6. - Fire and Fire Related Emergencies:

**Structural:** means the activities of rescue, fire suppression, and property conservation in buildings, enclosed structures, vehicles, vessels, or like properties that are involved in a fire or emergency situation. Departments should have firefighters trained to NFPA 1001, protective personal equipment, down alarms, accountability system, adequate water supply, pumping capacity and an incident command system. Departments should also have proper training and protective clothing for wild land fires in accordance with the Department of Natural Resources' provincial standard. Shipboard firefighting, if provided, should be carried out following the NFPA standard 1405 1996 Edition Guide for Land-Based Fire Fighters Who Respond to Marine Vessel Fires. Protection of Aircraft at airports by volunteers, if provided, should be in accordance with Transport Canada guidelines.

**Defensive:** means actions that are intended to control a fire by limiting its spread to a defined area, avoiding the commitment of personnel and equipment to dangerous areas. Defensive operations are generally performed from the exterior of structures and are based on a determination the risk to personnel exceeds the potential benefits of offensive actions. Fire departments without the ability to carry out structural firefighting may register as providing property protection through defensive strategies. Rescue may be undertaken if the benefit warrants the risk. Departments should have proper training and protective clothing for wild land fires in accordance with the Department of Natural Resources' provincial standard.

**N/A:** means the department does not respond to these calls.

#### 7. - Medical Emergencies: response to known medical emergencies.

**Registered First Responder:** means responders registered with the Department of Health through EHS first responder program and respond to medical calls or provide medical assistance at the scene of an incident.

**Medical Assistance:** means responders who have standard or emergency first aid and respond to medical emergencies or provide medical assistance at a response incident. Equipment includes a first aid kit.

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**8 to 14 - The following terminology is used in respect to vehicle rescue, water rescue, ice rescue, structural/excavation collapse and high angle rescue:**

These activities should be carried out in accordance with NFPA 1670 Standard for Rescue, 1999. Generally, these terms mean:

**Technician:** First responder at the technician's level are those persons who respond, as either initial call out or as a mutual aid response to contain and control the incident. This level of service usually will provide a high degree of intervention.

**Operations:** First responders at the operations level are those persons who respond as the initial response to an incident for the purpose of protecting nearby persons, the environment, or property from the effects of the incident. First responders at the operations level are expected to respond in a defensive fashion to control, prevent a worsening of the incident and provide services within their capabilities.

**Awareness:** First responders at the awareness level are those persons who, in the course of their normal duties, could be the first on the scene of an emergency. First responders at the awareness level are expected to recognize the situation, call for trained personnel, secure the area and provide minimum intervention.

Refer to Standard 1670, but, for example, these terms mean:

**8. - Vehicle Rescue:** means removal of victims from a vehicle following an accident. This may require elaborate or simple tools and knowledge depending upon the incident. The first responder should be aware of the department's abilities and when it is necessary to request a higher level of service.

**Technician:** properly maintained complete set of heavy hydraulic extrication equipment and associated spreaders, cutters, rams, chains, cribbing, etc. and trained as a team to use the equipment, recognize hazards and protect the victim.

**Operations:** properly maintained hand tools, manual hydraulic tools, air tools, and trained as a team to use the equipment, recognize hazards and protect the victim.

**Awareness:** Does not have the equipment for extrication but does respond to motor vehicle accidents.

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**9. - Water Rescue:** means rescue of individuals from rivers, lakes, ponds, and may include body retrieval.

**Technician:** survival suits, water rescue kit, if diving is provided-- appropriate equipment for conditions, a boat including life jackets. Training to a level for the service provided, either surface rescue or diving. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.

**Operations:** approved life jackets for each rescuer, throw ropes, life ring with rope, a boat. Training should include boating safety. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.

**Awareness:** Responds but does not have the equipment or training.

**10. - Ice Rescue:** Rescue of individuals from extremely cold water or ice.

**Technician:** full ice rescue kit including floatation suit and ice board or equivalent. Training for cold water rescue. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.

**Operations:** approved life jackets for each rescuer, throw ropes, life ring with rope. Trained respecting safety rescuer and victim. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.

**Awareness:** Responds but does not have the equipment or training.

**11. and 12. - Structural and Excavation Collapse:** rescue of persons for collapsed ditches, etc. or collapsed structures. There are five levels of service--each department should examine the document to determine their own level of ability.

**Technician:** providing this service should meet the full requirements of NFPA 1670.

**Operations:** provides a medium level of service in accordance to NFPA 1670.

**Awareness:** assists visible victims; prevents further collapse.

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**13. - High Angle Rescue:** Rescue of persons from building faces, cliffs trees or other locations where individuals must be lowered or raised by the rescuer.

**Technician:** equipment recommended by and training provided by a recognized high angle rescue organization.

**Operations:** Ropes and other similar equipment should meet the NFPA Standard, gloves, protective clothing required for the particular incident. Training on knot tying.

**Awareness:** secures the scene, stabilizes the incident.

**14. - Hazardous Materials:** Response to chemical incidents. All levels should be in accordance with NFPA 472 1997 Edition Standard on professional Competence of Responders to Hazardous Materials Incidents. Fuel spills such as oil, gas and diesel may be handled by all three levels if the spill is minor and stabilized. There is a wide range of service, from a domestic oil spill to an upset gasoline tanker. The important fact is knowing the department's limitations.

**Technician:** Hazardous materials technicians are those persons who respond to releases or potential releases of hazardous materials for the purpose of controlling the release. Hazardous materials technicians are expected to use specialized chemical protective clothing and specialized control equipment.

**Operations:** First responders at the operations level are expected to respond in a defensive fashion to control the release from a safe distance and keep it from spreading.

**Awareness:** First responders at the awareness level are those persons who, in the course of their normal duties, could be the first on the scene of an emergency involving hazardous materials. First responders at the awareness level are expected to recognize the presence of hazardous materials, protect themselves, call for trained personnel and secure the area.

**15. to 17. - Ground Search and Rescue/Confined Space Entry and Confined Space Rescue:** self-explanatory.

**Provider:** meets the Nova Scotia Emergency Measures Organization's provincial standard for SAR teams.

**Assistance:** members are under the control of a SAR team.



# INFORMATION REPORT

**Report To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Prepared By:** Angela Anderson, Manager of Finance/Treasurer  
**Subject:** Finance Initiatives Update – February 2023

## ORIGIN

This is an update on the progress and initiatives in the finance department as much of the great progress is internal.

## BACKGROUND

There are many opportunities for creation of efficiencies, streamlining of processes and improving interdepartmental functions. Finance is taking an organization approach as a service department and are seeing many great process improvements and financial verification.

## DISCUSSION

The following is a list of initiatives that staff have undertaken since October 2023 and have substantially completed and implemented. We are focused on forward movement, harnessing efficiencies and updating processes to ensure deadlines are met and accountability.

Process/Initiative	Description	Intended/Projected Outcome
Electronic accounts payable	This is a process change that maintains all internal controls. All invoices are centrally received and digitally distributed to department heads. Receipt of goods/services are confirmed via department head authorization. The CAO reviews all electronic invoices as a final internal control.	Reduction in carbon footprint – substantially less paper used Increased timeliness as staff can complete the process from various locations Electronic verification has been built in to ensure no duplication Increase ability to locate and provide invoices for analysis and as part of the annual audit Departments are able to follow the process and check if invoices have been paid
Purchase orders process	Staff communicated with SAP to set this process up electronically, but SAP has indicated no investment for Municipalities due to the impending switch to the cloud (2025). Currently there is no expected functionality from	Approvals prior to rendering of goods/services will improve vendor relations and increase accountability for all staff Ability for finance to administer and monitor adherence to the procurement policy has increased

	<p>the conversion to the cloud beyond core financials for Municipalities as SAP is focused on the Province, Nova Scotia Health, and School Boards only.</p> <p>Staff shifted gears and have designed, documented and are implementing an electronic purchase order process to ensure approval occur BEFORE goods/services are rendered.</p>	<p>Establishment of this process will condition staff for a seamless transition to software when this function is available</p>
Accounts payable batch processing by fund	<p>This involves processing invoices in the funds in which they are to exist rather than using the operating fund and then performing manual transfers to other funds.</p>	<p>Results in more timely, up to date data and reduction of manual reconciliations that tend to get backlogged.</p>
2023/24 Budget	<p>The capital budget will be presented following a finance workshop aimed at providing concepts and framework to aid in understanding. Staff have put considerable work into the planning phases of capital works to ensure the ability to create financing strategies and ability to sustain the capital budget going forward.</p>	<p>The goal is to present an easily understandable, transparent, fiscally responsible budget to Council for consideration. This includes forecasting, presentation of impacts to financial condition indicators, and context wherever possible.</p>
Minimization for excel reconciliations	<p>In an effort to improve internal controls the transition from excel tracking to using the general ledger is taking place. This provides detailed audit logs and transparency of information to all involved. There are restrictions to this ability with the current GL setup and we are looking to ensure this is fully modernized as soon as we have ability in the software system.</p>	<p>Examples: Outstanding bank cheques/deposits for bank reconciliations due to month end timing. Breakdowns of fire reserve for the various departments. These improvements will reduce time required for reconciliation and make information more readily available for decision makers.</p>

Bank consolidation	This will facilitate the management and transfer of funds and eliminate writing cheques from one account to another. All internal controls remain in place for approvals and this can be done in a more timely manner.	Example – reimbursing general for payroll costs associated with the water utilities. This reduces time, increases transparency, and reduces monotony.
Month end closing process	In order to address the backlog of work and prevent it from occurring in the future we are establishing a month end closing process. This encompasses the entire department from cash receipting to variance analysis. The process is to identify the current state and the desired state and implement a plan to achieve the desired state. We have made significant strides on this in the past few months by updating processes, avoiding adding to the backlog.	This will ensure finance meets it deadlines and produces accurate, timely information for all decision makers. It enables staff to adopt a more proactive approach and enables better forecasting and financial planning.

### FINANCIAL IMPLICATIONS

There are no direct financial implications resulting from this report, however, initiatives outlined in this report and other ones ongoing are all contributing to increase accountability, ability to analyze data resulting in better forecasting and financial planning. These efforts will translate into efficiency savings and more advanced financial management.

### POLICY IMPLICATIONS

There are no impacts to formal policies resulting from this information report

### ATTACHMENTS

None

### Prepared by:

Angela Anderson, Manager of Finance/Treasurer

### Approved by:

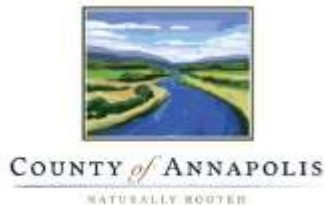


Doug Patterson  
Interim Chief Administrative Officer

### Approval Date:

Feb 8, 23  
(Date)





# BOARDS and COMMITTEES

## Information Report

### Joint, Regional or Community Organizations (AM-1.3.7)

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**Report To:** Committee of the Whole  
**Submitted by:** Bruce Prout Councillor for District 1  
**Submission Date:** January 2023  
**Subject:** 2023-01-18 TCTS January Board Meeting

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#### BACKGROUND

TCTS is a Community Organization which has a MOCA Councillor who attends their meetings.

#### ATTACHMENTS

The January Board Meeting of TCTS was held in the Bridgetown Office on Wednesday, January 18th at 3:30. The following items comprise highlights of the meeting:

1. The meeting was called to order at 3:33 with regrets from Phil Milo.
2. The minutes of the November 22nd Board Meeting were approved.
3. There was no Business Arising or Correspondence.
4. The General Manager Report was accepted and approved. Highlights included the news that ridership increased during the months of October and November and that the Medical Shuttle is now travelling five days a week with multiple passengers per trip
5. New Business
  - a. The New Business Plan was approved.
  - b. A Board Resolution was passed adding the name of the General Manager as having signing authority on all TCTS papers, forms and contracts.
6. The February Board Meeting was scheduled for February 22nd at 3:30.



COUNTY of ANNAPOLIS  
NATURALLY ROOTED

## BOARDS and COMMITTEES Recommendations AdHoc, Standing, and Advisory Committees

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**To:** Committee of the Whole  
**Meeting Date:** February 14, 2023  
**Subject:** **Recommendations from the 2023-01-25 Nominating Committee Meeting** – *Citizen Appointments to the Bridgetown and Granville Ferry Source Water Protection Advisory Committees*

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### RECOMMENDATIONS:

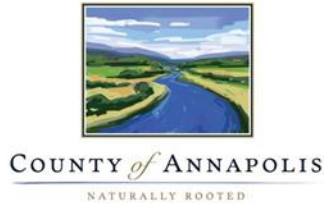
**Re: Bridgetown Source Water Protection Advisory Committee (not more than 5 citizens)**

**THAT** Municipal Council appoint Robert Feagan and C. Stephen Clayton as a citizen members of the Bridgetown Source Water Protection Advisory Committee (satisfying Section 28(d) of the policy) for a two-year term ending November 30, 2024.

**THAT** Municipal Council appoint John Osborne as a citizen member of the Bridgetown Source Water Protection Advisory Committee (satisfying Section 28(c) of the policy) for a two-year term ending November 30, 2024.

**Re: Granville Ferry Source Water Protection Advisory Committee (not more than 2 citizens)**

**THAT** Municipal Council appoint Charles Stewart as a citizen member of the Granville Ferry Source Water Protection Advisory Committee (satisfying Section 28(e) of the policy) for a two-year term ending November 30, 2024.



# BOARDS and COMMITTEES Recommendations

## AdHoc, Standing, and Advisory Committees

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**To:** Committee of the Whole

**Meeting Date:** February 14, 2023

**Subject:** Recommendations from the 2023-01-16 Fire Services Committee Meeting

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### RECOMMENDATIONS:

THAT municipal Council start a fire services review and that a Request for Proposal be put out by the end of February 2021

THAT municipal Council look at giving each fire department emergency funding to help with costs of things that have increased during the past year, and to be reviewed yearly in November until the review is completed.

Presentation to the Committee of Whole, County of Royal Annapolis.

## **BASIN AQUATIC ASSOCIATION**

(Non-profit Association registered in Nova Scotia)

Basin Centre

Cornwallis, County of Annapolis Royal

Nova Scotia.

### **Members of the Board**

- Burt McNEIL (Chairperson) - **Presenter and Spokesperson**
- Len McNEIL (Secretary Treasurer)
- Amanda HUSTON (Director)
- Norma WAMBOLDT (Director)
- Marlo CRAIG (Director)

Legal Counsel: Jordan Armstrong  
Armstrong & Armstrong

- **BASIN AQUATIC ASSOCIATION**

Basin Aquatic Association is registered with the Province of Nova Scotia as a non-profit Association by a group of community residents of the County of Annapolis.

The Chairperson of the Association is Burt McNeil who will make the presentation.

- **OUR MISSION.**

The mission of *Basin Aquatic Association* (BAA) is to reclaim and reopen the community swimming pool facility at Basin Centre, Cornwallis that was shut down in July 2021. It was a vital recreational, health and fitness centre for the community for fifteen years when it opened in 2006 until its untimely and sudden closure in 2021.

- **INTRODUCTION.**

Twenty years ago, the County of Royal Annapolis took on the most ambitious and a very visionary step in building an Olympic size swimming pool as an addition to an existing shopping centre in Cornwallis.

Up to this day the Basin Centre swimming pool facility is amongst the very best in Nova Scotia. It boasts an Olympic size swimming pool, water slide for the young children, kids pool, hot tub and spacious changing rooms.

The following is what was said at the time when the Health Minister handed a cheque to the "Basin Wellness Association for \$250,000

When the \$6.5-million LIFEPLEX is completed in January 2006 it will feature a four-lane 25-metre indoor swimming pool, a therapeutic pool, an indoor walking track, a facility for wellness and research, fitness and cardio centre, a water slide and other wellness services.

Local area physician Dr. Kenneth Buchholz says the facility will have a positive effect on the overall health of the community.

"With the construction of the LIFEPLEX Wellness Centre the people of Cornwallis have taken a solid step in improving the health and fitness of their community," said Mr. MacDonald.

- **MOVING FORWARDS IN 2023.**

Without dwelling too much about the past events the time has now come for the County to help Basin Aquatic Association reclaim and reopen the facility immediately for the local community.

It had been an important part of our community asset that had enormous wellbeing benefits for our people of all ages; young children learning to swim, adults to keep fit

and healthy and for the seniors to perform therapeutic water exercises to help with their aches and pain.

A point of particular joy is that in 2022 the present Council had the foresight to established a waterfront park just in front of the Basin Centre. So, one can imagine the young families from the community coming to the waterfront park and also having a year-round indoor swimming pool for their recreation and wellbeing. The Association will also plan to hold special event for competition amongst local schools.

- **OBJECTIVE.**

BAA Board Members have been in negotiations with the owners of Basin Centre for several months and we have also been monitoring the progress made in repairing and renovating the whole facility. The objective now is to secure the aquatic facility for the community. This will be done without any liabilities attached to the County.

- **WHAT IS DIFFERENT THIS TIME,**

In the past the County was always “on the hook” for an unlimited amount as the County owned the building.

In the year 2019 the County funded the YMCA to a sum in excess of \$700,000. And going forward in 2022 the Council was advised their liability over the following five years would be \$5 million to cover the operating cost and also for repairs and renovations that were essential. ( note: the Council owned the building and paid for all the utilities, all the occupancy costs such as property taxes, imputed rent, heating the pool, building repairs and the list is long additionally the Council paid YMCA n Annual Management Fee of \$50,000. To top it all the County covered the annual deficit of YMCA to sums of \$200,000 per year) See attached statement.

**NOW**, this will all change. The County is no longer the owner of the Basin Centre. The County now collects property taxes from the building together with water and sewer charges. Basin Aquatic Association is seeking a predetermined allocation from the recreational budget of the County.

The recreational grant requested is vital for BAA to start the process of opening and operate the aquatic facility as a non-profit Association for and on behalf of the community.

- **COSTS and VIABILITY.**

Previously with the YMCA the costs were burdened by gym and sparsely attended free activity programmes.

NOW the Basin Aquatics is entirely “aquatic”. This is what the community desperately needs and wants, the people of the community will support a focused and properly managed aqua facility that has been made available to the community.

- **WHAT ARE THE COSTS TO OPERATE THE OLYMPIC SWIMMING POOL.**

The Council is very familiar with the facility since it built the Basin Centre swimming pool and the ancillary facility in the first instance. The facility is massive in size to have cost \$6.5 million twenty years ago. The present cost to build such a facility now would be about \$14 million and take two years to build.

To operate and maintain Basin Centre swimming pool and its facility requires enormous sums of money. Nova Scotia has the highest cost of electricity in Canada at 17.01 cents per kw compare to New Brunswick at 12.7 cents.

The Committee reviewed the past occupancy costs of Basin Centre that were paid for by the County. The committee also examined the 2019 financial statement of YMCA wherein it shows the YMCA deficit was funded by the County. These funds were in addition to all the occupancy costs that were being paid directly by the County.

The Committee has prepared pro-forma financial statements and estimates the total annual costs for the Basin Aquatic Association to be \$800,000. (\$2,200 per day) This includes the occupancy costs and the operating costs of the Association. Again, the documents of the previous operation were available to the committee for them to calculate these expenses.

The Committee also carried out a survey to gauge the financial support that the community will provide by way of membership fees. The Committee has extrapolated a contribution of \$500,000, (this amount is greater than the membership fee collected by YMCA in 2019).

- **BASIN AQUATIC ASSOCIATION SEEKS A GRANT IN 2023.**

After having conducted our due diligence for cost of reclaiming and reopening the Basin Centre aquatic facility, Basin Aquatic Association seeks a grant for the year 2023 of Three-hundred thousand dollars (\$300,000).(\$820 per day) The members of the association will pay the balance of costs estimated at Fiver hundred thousand dollars (\$500,000).

This request for the grant should be compared to the grant given to Basin Wellness Association in 2005 of \$250,000. BAA request is modest given the fact that in the eighteen years since the first grant the costs have increased substantially. The Basin Aquatic Association is being very responsible about the costs and that is how BAA will operate to ensure long term security of tenure at the Basin Centre.

- **IN CONCLUSION.**

- The community must get back their Basin swimming pool, it was built for the community and was part of the community for over Fifteen years.
- The Committee took the initiative to get back the facility for ever, the Association has the option to get a Twenty-Five-year lease.
- The County previously incurred an annual cost of \$600,000 + and was on the “hook” for an unlimited amount to cover the untold repairs that were needed. Now the sum is substantially less, further more the County has no liabilities for this swimming pool.
- The community will be on its own to “sink or swim”.
- Without the grant the swimming pool facility can not open. Basin Aquatic Association will be dissolved and the members of the board will resign.
- The benefits of this aquatic facility to the community cannot be overstated.



News release

# \$250,000 to Support Wellness Centre

Office of Health Promotion (Jan. 2003 - May 2005) (./search?dept=90)

April 25, 2005 - 1:43 PM

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People in Digby and Annapolis counties will soon have all the facilities they need to get active and improve their health at the LIFEPLEX Wellness Centre in Cornwallis.

Health Promotion Minister Rodney MacDonald presented a cheque today, April 25, for \$250,000 to the Basin Wellness Society, whose work and planning made the centre a reality.

"Being physically active provides Nova Scotians the ability to enjoy longer, healthier and more productive lives," said Mr. MacDonald. "The way the community rallied its support for the LIFEPLEX centre is promising because it shows that people understand the importance of being physically active."

The community has been without a wellness facility since 1998 when the Physical Education and Recreation Training Centre at the former base in Cornwallis was destroyed by fire. The burnt building is being reconstructed into the new LIFEPLEX Centre.

Research conducted throughout Digby and Annapolis found that the nearest fitness facilities were 55-120 kilometres away. When the \$6.5-million LIFEPLEX is completed in January 2006 it will feature a four-lane 25-metre indoor swimming pool, a therapeutic pool, an indoor walking track, a facility for wellness and research, fitness and cardio centre, a water slide and other wellness services.

Local area physician Dr. Kenneth Buchholz says the facility will have a positive effect on the overall health of the community.

"The impact of LIFEPLEX on the health of local residents cannot be overstated," he said.

The project has been funded jointly through municipal governments, the Annapolis West Health Foundation, the Digby and Area Health Services Charitable Foundation, Kespuwick Developments, fundraising and the Office of Health Promotion.

"With the construction of the LIFEPLEX Wellness Centre the people of Cornwallis have taken a solid step in improving the health and fitness of their community," said Mr. MacDonald. "I want to thank the people of Cornwallis and the Basin Wellness Society for working so hard on such an important project."

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## FOR BROADCAST USE:

Residents of Digby and Annapolis counties will soon have the opportunity to increase their physical activity thanks to the construction of the LIFEPLEX Wellness Centre in Cornwallis.

Health Promotion Minister Rodney MacDonald demonstrated the government's support of the LIFEPLEX project by presenting a cheque for 250-thousand dollars today (April 25th) at the building's construction site.

Mr. MacDonald thanked the community for working together and recognizing the need for such a facility.

The LIFEPLEX will feature a four-lane 25 metre indoor swimming pool, an indoor walking track, a facility for wellness and research, fitness and cardio centre, a water slide and other wellness services.

The LIFEPLEX Wellness Centre is scheduled to open in January 2006.

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## Nova Scotia

# Valley Lifeplex centre closing

### YMCA may take over struggling recreation hub

CBC News · Posted: Mar 08, 2010 9:08 AM EST | Last Updated: March 8, 2010

A community recreation centre in the Annapolis Valley is temporarily closing because of financial problems.

Annapolis County warden Peter Newton says the Lifeplex Wellness Centre in Cornwallis was costing the municipality too much money.

"This year, it appears we're going to have to write off about \$250,000 in unpaid utilities, so in this fiscal year, before the end of March 31, we're going to have a financial commitment to that facility of about half-a-million dollars," Newton said.

"That's 40 per cent of our recreation and culture budget for the whole county going to one facility and of a \$13 million budget that we have overall, that's close to five per cent of that overall budget going to one facility."

Lifeplex is run by the Basin Wellness Society, a volunteer not-for-profit organization.

Newton said the revenues are not where the municipality wanted them and that it can no longer handle the unbudgeted expenses.

Councillors have voted to find new management and are talking to the YMCA. A note on Lifeplex.ca says the centre's last day of business will be March 20.

"We feel that the (YMCA) model, where they can come in and give us a budget and say, 'This is what we need, this is what it's going to cost to operate the facility, this is what we need from the municipality, it'll be non-quantities,' it's going to be significantly less than what we've been dealing with," Newton said. "We can put that in our budget and plan on that for what it's going to be."

Newton says the YMCA contract is not finalized but he is hopeful it will take over management and operations and that the Lifeplex could reopen in May if everything goes smoothly.

At the end of March, the municipality will ask people in survey what they want and don't want from the Lifeplex.

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