

2021-12-14 COTW Agenda Package

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MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

COMMITTEE OF THE WHOLE AGENDA

Tuesday, December 14, 2021

9:00 a.m.

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



1. **ROLL CALL**
2. **DISCLOSURE OF INTEREST**
3. **APPROVAL of the AGENDA (Order of the Day)**
4. **ADOPTION OF COTW MINUTES**
 - 4.1 THAT the minutes of the regular Committee of the Whole meeting held November 9, 2021 be approved as circulated.
5. **BUSINESS ARISING FROM THE MINUTES**

From November 9, 2021:

 - 5.1 **Recommendation Report Regional Emergency Management Bylaw**

THAT a recommendation report for the Regional Emergency Management Bylaw come back to January COTW.
 - 5.2 **Regional Emergency Management Inter-Municipal Agreement**

THAT a recommendation report for the Regional Emergency Management Inter-Municipal Agreement come back to January COTW.
 - 5.3 **Regional Emergency Management Bylaw Letter to the Minister**

THAT a recommendation report for the Regional Emergency Management Bylaw Letter to the Minister come back to January COTW.
6. **NEW BUSINESS**
 - 6.1 **Interim Inter-Municipal Service Agreement Shared Service Pilot Project**

THAT municipal council authorize the Warden and Chief Administrative Officer to execute the document as circulated.
 - 6.2 **Recommendation Report Lawrencetown Youth Arena Request Letter of Support/Acknowledgement**

THAT municipal council provide a letter of awareness/acknowledgement to the Lawrencetown Youth Arena to include with their Rink Revitalization Program funding application.
 - 6.3 **Recommendation Report Community Grants Program – Current Applications**

THAT municipal council approve the allocation of grants as presented in Appendix A from the 2021-22 Community Grants Program, in accordance with AM-1.4.9 Community Grants Policy for a total of \$18,971.60 as follows:

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

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\$2,000 Clarence Community Club;
\$887.62 West Dalhousie Community Hall Association; and
\$1,083.09 Brickton Community Hall Society.

6.4 Recommendation Report Max Young Reserve Withdrawal

THAT Municipal Council approve a withdrawal from the Max Young Reserve Fund to pay recent maintenance work at the Bridgetown Memorial Arena in the amount of \$3,342.12.

6.5 Recommendation Report Municipal Administration Building Annapolis Royal - Basement Renovation to Accommodate Lawrencetown Staff

THAT municipal council approve an expenditure of \$297,000 to renovate the Municipal Administration Building, Annapolis Royal basement area, currently used for storage, into usable office space for the relocation of Lawrencetown office staff to the Annapolis building.

6.6 Recommendation Report Water Meter Reader Upgrade

THAT municipal council approve an expenditure of \$34,000 to replace the existing meter reading hardware, with 50% to come from the Bridgetown Water Reserve and 50% to come from the County Water Reserve.

6.7 Recommendation Report Future Operation of Raven Haven Beachside Family Park

THAT municipal council authorize the CAO to prepare a long-term plan for future operation of Raven Haven as a Day Use Park commencing in 2022-23.

6.8 Recommendation Report AM – 2.2.1 Interim Staff Appointments Policy Repeal

THAT municipal council repeal AM – 2.2.1 *Interim Staff Appointments Policy* (seven-day notice).

6.9 Recommendation Report Request to Remove Easements River Pines Estates

THAT municipal council give authorization to approach all affected property owners along the easement to offer for the County to remove each easement.

6.10 Recommendation Report AM-1.4.2.1 Fire Response Services Policy - Amend

THAT municipal council amend AM-1.4.2.1 Fire Response Services Policy to read Fire and Emergency Services Policy with amendments as circulated (seven-day notice).

6.11 Recommendation Report A1 Dog Bylaw – First Reading to Amend

THAT municipal council give first reading to amend *A1 Dog Bylaw* by increasing minimum fines.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

COMMITTEE OF THE WHOLE AGENDA

Tuesday, December 14, 2021

9:00 a.m.

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



6.12 Recommendation Report Heritage Alterations St. Andrews Church

THAT municipal council refer the substantial alteration application for the replacement of exterior windows for St. Andrew's Anglican Church, 579 Main Street, Lawrencetown to the Heritage Advisory Committee.

6.13 Recommendation Report Discharge Development Agreements Bridgetown

THAT municipal council discharge the Development Agreements dated September 18, 1989, for 54 and 58 Church Street, Bridgetown, PID 05149760 and PID 05149778.

6.14 Information Report November 2021 Community Development Update

Circulated for information only.

6.15 Set January Date for Special Committee of the Whole (3 Topics: Fire Services Funding/Accessibility/Raven Haven)

6.16 Arlington Waterkeepers – For Discussion: Request to Explore Zoning in Relation to Arlington Heights

6.17 The Valley REN (Regional Enterprise Network) – For Discussion: Membership

6.18 Meeting Start Times: For Discussion

7. COMMITTEE & ORGANIZATIONAL REPORTS

7.1 CAO Monthly Report

7.2 Warden's Report – verbal

7.3 Trans County Transportation Society (TCTS) Report

THAT Committee of the Whole receive the Trans County Transportation Society Nov 17, 2021 report for information as circulated.

7.4 Kings Transit Authority Report

THAT Committee of the Whole receive the Kings Transit November Report for information as circulated.

8. IN-CAMERA

THAT Committee of the Whole meet in-camera in accordance with Sections 22(2)(e) contract negotiations and (f) litigation or potential litigation of the *Municipal Government Act*.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

COMMITTEE OF THE WHOLE

AGENDA

Tuesday, December 14, 2021

9:00 a.m.

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



9.

ADJOURNMENT

THAT the Committee of the Whole adjourn its meeting until the next regular meeting scheduled for January 11, 2022.

Minutes of the regular Committee of the Whole meeting held on Tuesday, November 9, 2021, at 9:00 a.m., in Council Chambers, 752 St. George Street, Annapolis Royal, NS, in accordance with the Direction of the Minister under a Declared State of Emergency (*see attached*)

Live on Facebook some by zoom, Vimeo will be posted as usual.

Roll Call

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

Also Present: CAO David Dick; Municipal Clerk Carolyn Young; other staff D. Campbell, N. Chisholm, A. Dunphy, V. Hamilton, B. Lamb, C. Mason, H. Orde, and J Young.

Disclosure of Interest

None.

Approval of the Agenda (Order of the Day)

The Clerk requested to add to the Order of the Day as New Business 6.16 Recommendation Report Harbour Authorities & Societies Capital Assistance Program – Application Cottage Cove District Wharf Society found on page 80 of the agenda package.

Councillor Morrison requested to add under New Business 6.17 Observance of Remembrance Day.

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

Adoption of Minutes

Re: 2021-10-12 Regular

Deputy Warden Gunn moved, seconded by Councillor Redden, to approve the minutes of the regular Committee of the Whole held on October 12, 2021, as amended on page 4 of 5, paragraph 2 to add the words “on some issues” after the word “vote”. Motion carried unanimously.

Business Arising from the Minutes

Re: Recommendation Report Regional Emergency Management (from October 10, 2021)

• Regional Emergency Management Bylaw

Deputy Warden Gunn moved, seconded by Councillor Longmire, that, pursuant to the recommendation of the Regional Emergency Management Advisory Committee, municipal council give first reading to approve the *C6 Regional Emergency Management Bylaw* as circulated.

After discussion on the role of the Warden, Councillor Redden moved, seconded by Deputy Warden Gunn, to adjourn this matter to December Committee of the Whole. Motion carried unanimously.

It was moved by Deputy Warden Gunn, seconded by Councillor Hudson, to adjourn the next two matters to December Committee of the Whole. Motion carried unanimously.

- ***Regional Emergency Management Inter-Municipal Agreement***

THAT, pursuant to the recommendation of the Regional Emergency Management Advisory Committee, municipal council approve the Inter-Municipal Emergency Services Agreement as circulated

- ***Regional Emergency Management Letter to the Minister***

THAT, pursuant to the recommendation of the Regional Emergency Management Advisory Committee, municipal council approve forwarding the letter of request to the Minister Responsible for Emergency Management (Hon. John Lohr).

New Business

Re: Recommendation Report AM-4.9.1 Medical Assistance Recruitment Program Policy New – At the regular session of municipal council held on October 19, a motion was made to adjourn this item to November COTW. Seven-day notice had been given for council to approve the policy at that time. A revised recommendation report has been provided in today's agenda package, reflecting revisions and the recommendation made by the Physician Recruitment and Retention Committee.

Point of Order

Councillor Morrison noted that on page 32 – under background- it states that the committee reviewed and endorsed the revisions, which is not true, and page 34 is not the document that the committee recommended.

The Warden noted he had looked at the draft and the wording didn't make grammatical sense, it was incorrect and confusing. He suggested other wording and asked staff to check with the Chair.

Councillor Morrison replied that the Chair has no authority to change a report on his own, or at all period.

The Warden declared that the point had been made.

- ***One-time grant to Soldiers Memorial Hospital***

It was moved by Councillor Sheridan, seconded by Councillor Morrison, to recommend that municipal council pay a one-time grant of \$10,000 from Strategic Initiatives to the Soldiers Memorial Hospital Foundation. Motion carried unanimously.

- ***AM-1.4.9.1 Medical Assistance***

Deputy Warden Gunn moved, seconded by Councillor LeBlanc, that seven-day notice be given for municipal council to approve AM-1.4.9.1 Medical Assistance Recruitment Program Policy New as revised and recommended by the Physician Recruitment and Retention Committee.

It was moved by Councillor Morrison, seconded by Councillor Redden, to amend the motion to delete all words after the word 'revised'. Motion carried unanimously.

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

Deputy Warden Gunn moved, seconded by Councillor LeBlanc, that seven-day notice be given for municipal council to approve AM-1.4.9.1 Medical Assistance Recruitment Program Policy New.

It was moved by Councillor Redden, seconded by Councillor Longmire, to amend the policy to strike Section 3. After discussion, the amendment was withdrawn.

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

Deputy Warden Gunn moved, seconded by Councillor LeBlanc, that seven-day notice be given for municipal council to approve AM-1.4.9.1 Medical Assistance Recruitment Program Policy New. Motion carried unanimously.

Re: Recommendation Report AM-7.2.1 Information Technology Policy Amend

It was moved by Deputy Warden Gunn, seconded by Councillor Connell, that seven-day notice be given for municipal council to amend AM-7.2.1 Information Technology Policy as circulated. Motion carried unanimously.

Re: Recommendation Report AM-1.3.5 Committees of Council Policy Amend

Deputy Warden Gunn moved, seconded by Councillor Hudson, that seven-day notice be given for municipal council to amend AM-1.3.5 Committees of Council Policy by adding provisions for the CAO Review Committee.

It was moved by Councillor Barteaux, seconded by Councillor LeBlanc, to amend the policy by changing article 44 to change from 'one' to 'three' other council members, and in article 46 remove 'third committee member' and replace with 'remaining committee members' in both places, and changing 'one' name to 'three' names. After discussion, the Question was called on the amendment. Motion lost, 4 in favour, 7 against.

Councillor Barteaux moved, seconded by Councillor Connell, to amend the policy by changing article 44 to remove 'Deputy Warden'; to change 'one' to 'two'; and in article 46 changing 'third' to 'remaining' member(s), and 'one' changed to 'two'. After discussion, the Question was called on the amendment. Motion lost, 4 in favour, 7 against.

It was moved by Councillor LeBlanc, seconded by Councillor Morrison, to amend article 44 to change from 'one' other to 'two'; and to make the corresponding changes in article 46. Motion carried, 9 in favour, 2 against.

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

It was moved by Deputy Warden Gunn, seconded by Councillor Hudson, that seven-day notice be given for municipal council to amend AM-1.3.5 Committees of Council Policy by adding provisions for the CAO Review Committee *as amended*. Motion carried, 10 in favour, 1 against.

Recess

10:49 a.m. – 11:01 a.m.

Amend the Order of the Day

Councillor LeBlanc moved, seconded by Councillor Longmire, to amend the Order of the Day by moving items 6.6 and 6.9 to address at this time as the Director of Community Development has to leave. Motion carried unanimously.

Re: Recommendation Report Snow Lake Keep Lane (52)

It was moved by Deputy Warden Gunn, seconded by Councillor Longmire, that municipal council approve the road name "Snow Lake Keep Lane" for the private access road at the Snow Lake Keep Homesteading Community in Arlington West. Motion carried unanimously.

Re: Recommendation Report 2021 Upper Clements Area MPS and LUB Review (69)

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

The two new Planners, Brendan Lamb and Victoria Hamilton, were present and introduced to council.

Re: Recommendation Report Margaretsville & District Volunteer Fire Department Release of Funds

It was moved by Deputy Warden Gunn, seconded by Councillor Connell, that municipal council authorize the withdrawal of \$25,000 from the Capital Fire Services Reserve Fund to the Margaretsville & District Volunteer Fire Department in the 2021-22 fiscal year. Motion carried unanimously.

Re: Recommendation Report AM-1.4.9 Community Grants Policy Amend

Councillor Longmire moved, seconded by Deputy Warden Gunn, to move this item to December COTW with the rationale on each change to be included in the document, under each amendment. Motion carried, 9 in favour, 2 against.

Re: Recommendation Report AM-2.7.1 Occupational Health and Safety Policy Re-Adopt

It was moved by Deputy Warden Gunn, seconded by Councillor Hudson, that in accordance with the recommendation of the Occupational Health and Safety Committee, seven-day notice be given for municipal council to re-adopt AM-2.7.1 Occupational Health and Safety Policy as circulated. Motion carried unanimously.

Re: Information Report October 2021 Community Development Update

Circulated for information only.

Re: Information Report Outstanding Actions

Circulated for information only.

Re: Housing Crisis in Annapolis County - Councillor Sheridan included background information in the agenda package, adding that there is a shortage of rental units, all over, not just in Halifax.

- *Letter to Minister of Municipal Affairs and Housing*

Councillor Sheridan moved, seconded by Councillor Prout to recommend that municipal council send a letter to the Minister of Municipal Affairs and Housing regarding the housing crisis in our municipality. Motion carried unanimously.

- *Letter to All Nova Scotia Municipalities*

It was moved by Councillor Sheridan, seconded by Councillor Longmire, that municipal council send letters to all Nova Scotia municipalities to encourage them to also send letters to the Province regarding the housing crisis in their municipalities. Motion carried unanimously.

Amend the Order of the Day

Councillor LeBlanc moved, seconded by Councillor Prout to move item 6.15 to be discussed at this time. Motion carried unanimously.

Re: Recommendation Report NS Dept. Public Works Paving Contract Queen Street Additional Funds

It was moved by Deputy Warden Gunn, seconded by Councillor Hudson, that municipal council approve the additional funding request and authorize the Warden and Clerk to sign the subsequent construction agreement from NS Department of Public Works in the amount of \$28,000 to pave Queen Street from the bridge to Brickyard Road (approximately .21 km), with the funding to be allocated from the Gas Tax Reserve. Motion carried unanimously.

Amend Order of the Day

Councillor LeBlanc moved, seconded by Councillor Redden, to move the item regarding Cottage Cove to be discussed next. Motion carried unanimously.

Re: Recommendation Report Harbour Authorities & Societies Capital Assistance Program – Application Cottage Cove District Wharf Society

There were audio issues with internet affecting the Zoom and Deputy Warden Gunn was not able to hear portions of this discussion.

It was moved by Councillor Barteaux, seconded by Councillor Connell, that municipal council approve a grant in the amount of \$10,000 to the Cottage Cove District Wharf Society from the 2021-22 Small Project Matching Grants Program, in accordance with AM-1.4.3 Harbour Authorities & Societies Capital Assistance Program. After discussion, the Question was called on the motion. Motion carried unanimously.

Re: Remembrance Day

Councillor Morrison moved, seconded by Councillor LeBlanc, that Remembrance Day be commemorated by Committee of the Whole or Council, whichever meeting comes first, before the 11th of November. Motion carried unanimously.

LUNCH

The Warden declared a lunch break at 12:12 p.m., with all returning at 1:18 p.m. as previously noted.

New Business (cont'd)Re: Motion 211019.16 IMSA Two-Year Pilot Project (Valley Waste and Kings Transit)

The Warden provided a brief background on the matter, noting that the County is currently a customer of the two operations, not a partner. The cost to participate in the pilot is \$60-65,000 year for the two years. Our issue is when the Warden can vote and/or participate.

After discussion, it was moved by Councillor Connell, seconded by Councillor Morrison, to recommend that municipal council join the IIMSA Two-Year Pilot Project (Valley Waste and Kings Transit). Motion carried, 8 in favour, 3 against.

Committee, & Organizational Reports

Re: Warden's Report – The Warden gave a verbal report outlining his activities over the past month.

Re: Trans County Transportation Society Report - Councillor Prout circulated a report in the agenda package for information.

Re: Kings Transit Authority Report - Councillor LeBlanc provided a report in the agenda package for information.

Re: FCM Sustainable Communities Conference Report - Deputy Warden Gunn circulated a report in the agenda package for information.

Re: Southwest Nova Biosphere Region Association Report –Deputy Warden Gunn provided a report in the agenda package for information.

In-Camera

It was moved by Deputy Warden Gunn and Councillor Prout, to meet in-camera from 2:15 pm until 3:20 p.m. in accordance with Section 22(2) (f) litigation or potential litigation of the *Municipal Government Act*. Motion carried unanimously.

Adjournment

Upon motion of Councillors Connell and LeBlanc, the meeting adjourned at 3:20 p.m. and the Warden convened a Special Session of Council to deal with two time sensitive matters: NS Dept. Public Works Paving Contract Queen Street Additional Funds and Harbour Authorities & Societies Capital Assistance Program – Application Cottage Cove District Wharf Society.

Unapproved draft

Warden

Municipal Clerk

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

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

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

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

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

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

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

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

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

Dated July 29, 2020.

Original signed by

Hon. Chuck Porter
Minister of Municipal Affairs and Housing

MEMO

To: Municipal Councils
Kings Transit Authority Board
Valley Region Solid Waste-Resource Management Authority Board

From: Chief Administrative Officers

Date: November 30, 2021

Re: Interim IMSA (Shared Service Pilot Project)

Background

Municipal partners in both Annapolis and Kings Counties have been working together to examine our current Inter-Municipal Services Agreements with the goal of improving service delivery and maximizing efficiencies.

The first initiative that is being recommended by the Working Group (comprised of the Warden of the Municipality of the County of Annapolis, the Mayor from the Municipality of the County of Kings and the Mayors of the Towns of Annapolis Royal, Berwick, Kentville, Middleton and Wolfville) is the creation of an Interim IMSA (attached) to undertake a two-year pilot project intended to strengthen both Kings Transit Authority (KTA) and the Valley Region Solid Waste-Resource Management Authority (Valley Waste).

It is requested that all parties to the Interim IMSA consider the matter prior to the end of December 2021 so work can commence in early 2022.

Draft Motion

For Municipal Councils:

That Council authorize the Mayor [Warden] and Chief Administrative Officer to execute the attached Interim Inter-Municipal Services Agreement.

For Kings Transit:

That the Kings Transit Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

For Valley Waste:

That the Valley Region Solid Waste-Resource Management Authority authorize the Chair and General Manager to execute the attached Interim Inter-Municipal Services Agreement.

Legislative Authority

Section 60, Nova Scotia *Municipal Government Act*

Reference and Attachments

1. Interim Inter-Municipal Services Agreement

Discussion

Scope

Over the past few months, the Working Group has been developing and finalizing an Interim IMSA for consideration by Municipal Councils in Annapolis and Kings Counties, KTA, and Valley Waste. The purpose of the Interim IMSA is to conduct a two-year shared services pilot program tasked with:

Valley Waste:

- Cost accounting of the various streams (activity-based approach)
- Cost analysis of volumes associated with commercial haulers
- Implications of a "user pay" system of cost recovery
- Analysis of implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.
- Managing the regular business and transformational change

KTA:

- Management of external consulting engagements addressing a complete service delivery review including:
 - Fixed transit route review
 - Detailing of fixed transit fleet size and type
 - Integration with on demand transit services
 - Integration with Active Transportation
 - Placement and integration of rapid charging stations
 - Accessibility Plan Development; and
 - Branding and Marketing
- Managing the regular business and transformational change

Both KTA and Valley Waste:

- Strategic Plans to address transformational change
- Full five-year Business Plans (emphasis on capital investment plans)
- Fullsome report (tabled six-months prior to end of pilot) on go-forward IMSA corporate governance configuration(s), administrative structure(s), and method(s) of cost-recovery

Process

An initial version of the proposed Interim IMSA was presented to the Working Group by their Solicitor, Bronwyn Duffy, on October 4, 2021. Subsequent discussions and changes were made at Working Group meetings of October 29th and November 4th. Consultation was held with the Chairs and General Managers for KTA and Valley Waste on November 23rd and November 24th and the CAOs met to finalize the draft agreement on November 24th. On November 26th, the Working Group met and passed a motion recommending that the Interim IMSA be forwarded to and approved by the Participating Units and the two corporations.

Term and Governance

The Interim IMSA is for a twenty-four-month term, which will commence on the date of hiring of the Executive Director.

Both Valley Waste and KTA body corporates will remain in place for the duration of the Interim IMSA, however both organizations will delegate their authorities to the interim Board, which is comprised of the Mayors and Warden. The Interim IMSA Board will be bound by the present-day IMSAs for KTA and Valley Waste, which are schedules to the Interim IMSA.

Board Decision Making

There are two components to the Interim IMSA – the pilot component and operational matters.

For matters related to the pilot component, each Municipal Partner (referred to as Participating Units in the Interim IMSA) will have equal voting rights decided by a simple majority. Examples of decisions that fall under the pilot include engagement of the Executive Director and Director of Finance positions, consideration of reports and advice per the deliverables of the pilot, and the review and approval of pilot related financial reports.

For matters related to operations of KTA and Valley Waste, the Interim Board must follow the two present-day IMSAs. Only Directors who represent parties to the present-day IMSAs are entitled to vote on monetary matters. Additionally, only Directors who represent parties to the present-day IMSAs are entitled to be present during closed sessions of the Interim Board convened pursuant to Section 22 of the *Nova Scotia Municipal Government Act*.

Special Resolutions

Special resolutions are defined as a motion, which must be passed by a majority, and must also include the Municipality of the County of Kings. The only time this applies is in the approval of annual operating and capital budgets of KTA and Valley Waste. Should Kings object to these, they must present an alternative for consideration. In the absence of agreement of the alternative consideration, the matter proceeds through mediation and arbitration and all Participating Units are bound by the decision of an arbitrator.

Administration

The Executive Director is not intended to be a solid waste or transit expert. The current General Managers for both organizations will provide expert advice to the Executive Director and will continue to lead the day-to-day operations and management functions of both organizations. The Executive Director will be a change management expert, and along with the term Director of Finance, are intended to provide incremental support to both organizations for the duration of the Interim IMSA.

Financial Implications

Pilot Expenditures

Pilot Expenditures (24 Months)	
Staffing	
Executive Director	\$ 301,600
Accountant	232,000
	533,600
Transit Studies	
Consulting Fees	158,750
ICIP portion	(97,250)
Net Shareable	67,500
Total Estimate	\$ 601,100

Allocation by Partner

Allocated Over Three Fiscal Years	2021/22	2022/23	2023/24	Total
Estimated Cost (refer to Schedule A)	\$ 111,667	\$ 300,550	\$ 189,383	\$ 601,100
Cost Allocation				
County of Kings	\$ 55,216	\$ 149,283	\$ 94,066	\$ 298,566
Town of Kentville	11,253	30,425	19,171	60,850
Town of Wolfville	9,368	25,326	15,959	50,653
Town of Berwick	4,779	12,921	8,142	25,842
County of Annapolis	24,870	67,283	42,368	134,476
Annapolis Royal	2,410	6,517	4,106	13,034
Middleton	3,270	8,840	5,570	17,680
Total	\$ 111,167	\$ 300,550	\$ 189,383	\$ 601,100

Communications Requirements

Councils will receive regular update reports from the Interim IMSA Board and Executive Director throughout the duration of the Interim IMSA pilot.

THIS INTERMUNICIPAL SERVICES AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Annapolis County")

-and-

TOWN OF ANNAPOLIS ROYAL, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Annapolis Royal")

-and-

TOWN OF BERWICK, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Berwick")

-and-

TOWN OF KENTVILLE, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Kentville")

-and-

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate, pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Kings")

-and-

TOWN OF MIDDLETON, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, "Middleton")

-and-

TOWN OF WOLFVILLE, a body corporate, pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18;

(hereafter, “Wolfville”)

-and-

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “Valley Waste”)

-and-

KINGS TRANSIT AUTHORITY, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia;

(hereafter, “KTA”)

(collectively, the “Parties hereto”)

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Units (PU) as defined herein;

WHEREAS a Memorandum of Understanding forming a Working Group of elected officials and senior staff was executed in April 2021;

WHEREAS the Parties hereto desire to develop a pilot for the joint delivery of municipal services by Intermunicipal Service Agreement (IMSA) pursuant to section 60 MGA;

WHEREAS Valley Waste and KTA continue in effect as corporations and they do, as signatories to this IMSA, agree to the governing and administration provisions herein for a 24-month term (Interim IMSA);

WHEREAS the Parties hereto agree that the two current Boards of Directors for Valley Waste and KTA shall be inactive for the term of the Interim IMSA and one Board shall be appointed for both corporate entities;

WHEREAS Valley Waste and KTA require immediate incremental and professional resourcing to accommodate financial planning and reporting related in part to the replacement of capital assets that are cresting the end of useful life;

WHEREAS resourcing a central agency that follows a shared service model is expected to provide efficiencies such as consolidating contracts for financial services; and

WHEREAS the Parties agree that this regional initiative (the "Interim IMSA") is intended to plan and administer transformational change, in concert with external direction from government funding priorities and legislation;

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

DEFINITIONS

1. In this Agreement:

- (a) **Audit Committee** means the Audit Committee pursuant to the MGA and FRAM;
- (b) **Auditor** means a registered municipal auditor as defined in section 457 MGA, appointed by the Board of Directors to audit the financial affairs of KTA and Valley Waste;
- (c) **Board of Directors** means the governing body of the Interim IMSA, responsible for strategic direction and policy, with attendant fiduciary duty;
- (d) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (e) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the subsequent calendar year;
- (f) **FRAM** means the Financial Reporting and Accounting Manual prescribed from time to time enabled by MGA;
- (g) **GAAP** means Canadian Generally Accepted Accounting Principles, as established from time to time by the Chartered Professional Accountants of Canada, or any successor institutes;
- (h) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
- (i) **Participating Units** or **PUs** means the Municipal Units that are party to this Agreement;
- (j) **Reporting Period** means the multiple Fiscal Years during which the Interim IMSA is in effect; and

- (k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PUs hereto, and which must include Kings.

INTERIM IMSA OBJECTIVES

2. The Parties hereto desire, through this Interim IMSA, to:
- (a) determine if scales of economy benefit Valley Waste and the PUs separately and as a collective, given that the operations are volume-based;
 - (b) undertake an assessment of PUs participating as full Parties to a reorganized and re-branded KTA organization;
 - (c) participate in reviews of transit accessibility requirements as part of the legislated Accessibility Plan obligation; and
 - (d) participate in studies and analysis associated with “user pay” approaches to cost-recovery, the impact of updated service contracts and Provincial legislation, and to determine whether continuing under a sale of service arrangement or joining as a party to a revised IMSA is beneficial.

EFFECT

3. The Parties hereto acknowledge that there continue to be two bodies corporate, KTA and Valley Waste, both of which have delegated their authorities pursuant to the terms and conditions set out in this Interim IMSA, effective as of the hiring date of the Executive Director.
4. The Parties agree that disclosure of documentation, records and information in the possession of the Interim IMSA shall be subject to the *Freedom of Information and Protection of Privacy Act*, 1993, c.5
5. The Board of Directors is the governing body of this Interim IMSA, responsible for strategic direction and policy, as detailed herein.
6. The CAO model of local government shall apply, per Part II MGA.
7. Pursuant to section 3(ar) MGA, the Interim IMSA shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act*, 2011, c. 12, *Municipal Conflict of Interest Act*, R.S. c. 299, the *Conflict of Interest Act*, 2010, c. 35 and the *Labour Standards Code*, R.S. c. 246.

GOVERNANCE

Board Composition

8. The Board of Directors shall be comprised of the Mayors and Warden of the PUs for the Term of this Interim IMSA.

Continued Authority of the Corporations

9. The bodies corporate, KTA and Valley Waste, retain all the powers, rights and obligations vested in them by law, though notwithstanding the foregoing, they delegate their authority, as detailed in Schedules C and D, to the Interim IMSA Board of Directors for the term of this IMSA.

POWERS

Board Authority

10. Subject to provisions 9 and 16 herein, the Board shall have all powers of the corporations, KTA and Valley Waste, as set out in Schedules C and D, including, without limitation:
 - (a) to enter into contracts with firms or individuals to procure any incremental administrative service or facility, and specifically the services of Executive Director and Director of Finance;
 - (b) to acquire by purchase, donation, deed, devise, bequest, gift, grant or otherwise, or in any manner or form, real property of any and every description or sell, exchange, mortgage, hypothecate or invest the same;
 - (c) to purchase tangible capital assets;
 - (d) subject to Special Resolution, to develop and recommend operating and capital budgets;
 - (e) to call for, receive and approve policy;
 - (f) to develop strategic plans and direction to effect transformational change;
 - (g) to develop and advance a full five-year business plan, with emphasis on capital financing;
 - (h) to produce a comprehensive report, to be tabled six months prior to the end of the term of the Interim IMSA, addressing go-forward IMSA corporate structure (Report);
 - (i) within the term of the Interim IMSA, to consider and adopt audited financial statements for Valley Waste and KTA; and
 - (j) relative to the Reporting Period provide a budget to actual accounting of the Interim IMSA detailed in Schedule A hereto.

11. Pursuant to provisions 9, 12 and 13 herein, and for greater certainty, the Board of Directors shall govern for the Term of this Agreement:
 - (a) the Objectives and Deliverables of the Interim IMSA and associated budget detailed herein;
 - (b) Valley Waste through assumption of the corporate governance duties detailed Schedule C; and
 - (c) KTA through assumption of the corporate governance duties detailed Schedule D

Board Decision-Making

12. The Parties agree that governance of the Interim IMSA shall involve two separate components: pilot undertakings (Pilot); and regular business associated with governance responsibilities of Valley Waste and KTA (Operational Matters).

Pilot

13. Relative to decision-making on Interim IMSA Pilot Deliverables as described herein, all Participating Units shall serve on the Board of Directors as voting members. For greater certainty and without limitation, decisions in this regard shall be made by simple majority and include:
 - (a) Engagement of an Executive Director
 - (b) Engagement of a Director of Finance;
 - (c) Consideration of reports and advice requested of and generated or coordinated by the Executive Director; and
 - (d) Review and approval of financial reports related to the Reporting Period.

Operational Matters

14. With respect to governance provisions detailed in the individual KTA and Valley Waste IMSAs attached as Schedules C and D, all PUs shall be entitled to vote and attend Board meetings with exception of:

Voting

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D, shall be entitled to vote on monetary matters.

Attendance

Only the members of the Board of Directors who represent Parties to the IMSAs appended hereto as Schedules C and D shall be entitled to participate in discussions, provide direction to staff or the solicitor, or vote on matters related to or resulting from discussions conducted in closed session in accordance with s.22 MGA. For greater certainty, the PUs hereto that are not party to either the appended Valley Waste or KTA IMSAs, as the case may be, shall recuse themselves and vacate the meeting during periods when the Board convenes in closed session.

Special Resolution

Operational decisions may be subject to the Special Resolution provision herein and include:

- (a) Recommendation of annual budgets, approval of work plans and adoption of audited financial statements prepared in accordance with FRAM and GAAP; and
- (b) Approval of service agreements.

PU Authority

15. The PUs hereto shall receive and consider for approval the Report.

SPECIAL RESOLUTION

16. The PUs hereto agree that approval of annual operating and capital budgets of Valley Waste and KTA shall require a Special Resolution.

ADMINISTRATION

17. The Interim IMSA shall be administered in accordance with Part II MGA. The Parties agree that the Board shall contract an Executive Director for a two-year service.
18. The Executive Director shall report to the Board of Directors.
19. Valley Waste and KTA shall operate for the Term of the Interim IMSA as Service Divisions, and the General Managers of Valley Waste and KTA shall report to the Executive Director.
20. The General Managers shall continue with supervision of day-to-day operations and management functions of their respective Service Divisions. These duties shall include without limitation the management of service agreements, human resources (with the exception of finance personnel), reports through the Executive Director to the Board, and public information, education and communications.
21. The Executive Director shall have the same authorities and responsibilities as a CAO while the Board of Directors shall provide strategic direction and serve in a policy role, e.g. requesting, considering and approving statements of policy.
22. The role of the Executive Director shall include:
- (a) Producing outcome reports and recommendations with respect to the Interim IMSA Objectives; namely, capital upgrades, contract negotiations and implications associated with the *Nova Scotia Environmental Goals and Climate Change Reduction Act*;

- (b) Managing external consulting engagements and cost-sharing agreements for KTA; and
 - (c) Supervision of the General Managers.
- 23. The Parties agree that the Board shall contract a Chartered Professional Accountant or accountancy firm to serve as Director of Finance for a two-year service.
- 24. This Agreement permits contracting for services of the Executive Director and Director of Finance, and does not authorize the appointment of permanent employees.
- 25. The Director of Finance shall report to the Executive Director.
- 26. KTA and Valley Waste finance personnel shall report to the Director of Finance.
- 27. The Interim IMSA Cost Projections are appended hereto as Schedule A and form part of this Agreement.
- 28. The Estimated Party Allocations are appended hereto as Schedule B and form part of this Agreement.

INTERIM IMSA (PILOT COMPONENT) DELIVERABLES

Kings Transit Authority

- 29. During the Term of this Interim IMSA, deliverables for KTA include analysis of the following:
 - (a) Fixed transit route review;
 - (b) Detailing of fixed transit fleet size and type;
 - (c) Integration with on demand service;
 - (d) Integration with Active Transportation;
 - (e) Integration with rapid charging stations;
 - (f) Accessibility plan development; and
 - (g) Branding and marketing.

Valley Waste

- 30. During the Term of this Interim IMSA, deliverables for Valley Waste include analysis of the following:
 - (a) Cost accounting of the streams;
 - (b) Full cost recovery of volumes associated with commercial haulers;
 - (c) Conversion to a "user pay" system of cost recovery; and

- (d) Implications associated with the Provincial *Environmental Goals and Climate Change Reduction Act*, e.g., Extended Producer Responsibility system of waste management and the reduction of solid waste disposal rates.

Post Interim IMSA Recommendations

- 31. On or before month eighteen of the Term, the Board of Directors shall receive, revise as necessary and provide to the Municipal Units that are Parties to the Agreement, post Interim IMSA recommendations that without limitation include:
 - (a) A governance configuration(s);
 - (b) An administrative structure(s);
 - (c) A method(s) of cost-recovery;
 - (d) Strategic Plans for both Valley Waste and KTA;
 - (e) Five-year Capital Investment and business plans for both Valley Waste and KTA

TERM

- 32. The term of this Interim IMSA shall commence as of the hiring date of the Executive Director. This Agreement shall not renew or be extended without a unanimous resolution of the PUs.

CONFLICT OF INTEREST

- 33. The *Municipal Conflict of Interest Act*, RSNs 1989, c. 299, and the *Conflict of Interest Act*, 2010, c. 35, shall apply to all Directors.

CODE OF CONDUCT AND ETHICS

- 34. Any Code of Conduct and Ethics adopted for the Interim IMSA shall be consistent with the Standards of Ethical Conduct for Public Sector Organizations, reduced to writing and provided to all Parties, the Board of Directors, the Executive Director and the Director of Finance and all staff, and shall be published on the Valley Waste and KTA websites.

DISPUTE RESOLUTION

- 35. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation in accordance with the *Commercial Mediation Act*, SNS 2005, c. 36. In the event of a budget dispute, it shall be incumbent upon Kings to present an alternative budget. Where a dispute remains unresolved by mediation, then any PU may refer such dispute to arbitration by provision of written notice to all Parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the Parties within 30 days of submission to arbitration; in default of agreement, the Parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator

shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the Parties unless otherwise ordered by the arbitrator. Notwithstanding anything contained in this Agreement to the contrary, all signatories to this Agreement must abide by the ruling of the Arbitrator.

NOTICE

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

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

CAO
Town of Annapolis Royal
285 St George Street, Box 310
Annapolis Royal, NS B0S 1A0

CAO
Town of Berwick
236 Commercial Street
Berwick, NS B0P 1E0

CAO
Town of Kentville
354 Main Street
Kentville, NS B4N 1K6

CAO
Municipality of the County of Kings
181 Coldbrook Village Drive
Coldbrook, NS B4R 1B9

CAO
Town of Middleton
131 Commercial St
Middleton, NS B0S 1P0

CAO
Town of Wolfville
359 Main Street
Wolfville, NS B4P 1A1

General Manager
Valley Region Solid Waste-Resource
Management Authority
90 Donald E Hiltz Connector Rd
PO Box 895
Kentville, NS B4N 4H8

General Manager
Kings Transit Authority
29 Crescent Dr
New Minas, NS B4N 3G7

APPLICABLE LAW

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

SEVERABILITY

38. The Parties hereto covenant and agree that the invalidity or unenforceability of any provision of this Interim IMSA will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

WAIVERS AND AMENDMENTS

39. No action by any party to this Interim IMSA shall be construed as a waiver saving express written provision of such waiver, and this IMSA shall not be amended saving express written provision of such amendment by all Parties hereto.

RELATIONSHIP OF PARTIES

40. The Parties hereto intend that they shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

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

EXECUTION

42. This Interim IMSA may be executed by facsimile and in counterpart.

TIME

43. Time shall in all respects be of the essence in this Interim IMSA.

[remainder of page left intentionally blank; signature pages follow]

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

Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

WITNESS

WITNESS

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

WITNESS

WITNESS

) **TOWN OF BERWICK**

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Mayor

Chief Administrative Officer

) **TOWN OF KENTVILLE**

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Mayor

Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

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**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

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) **MUNICIPALITY OF THE COUNTY OF KINGS**

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Mayor

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Chief Administrative Officer

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) **TOWN OF MIDDLETON**

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Mayor

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Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

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) TOWN OF WOLFVILLE

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Mayor

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Chief Administrative Officer

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) VALLEY REGION SOLID WASTE-RESOURCE
MANAGEMENT AUTHORITY

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Chair

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Director

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

) KINGS TRANSIT AUTHORITY
) PER:

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WITNESS

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Chair

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WITNESS

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Director

Schedule A
Interim IMSA Cost Projections

Pilot Expenditures (24 months):	
Staffing:	
Executive Director	\$ 301,600
Accountant	232,000
	<u>533,600</u>
Transit Studies:	
Consulting fees	158,750
ICIP portion	(91,250)
Net Shareable	<u>67,500</u>
Total estimate	\$ 601,100

Schedule B

Budget Allocation Participating Units

Allocated Over Three Fiscal Years	2021/22	2022/23	2023/24	Total
Estimated cost (see Schedule A)	\$ 111,167	\$ 300,550	\$ 189,383	\$ 601,100
Cost allocation:				
County of Kings	\$ 55,216	\$ 149,283	\$ 94,066	\$ 298,566
Town of Kentville	11,253	30,425	19,171	60,850
Town of Wolfville	9,368	25,326	15,959	50,653
Town of Berwick	4,779	12,921	8,142	25,842
Annapolis County	24,870	67,238	42,368	134,476
Annapolis Royal	2,410	6,517	4,106	13,034
Middleton	3,270	8,840	5,570	17,680
Total	\$ 111,167	\$ 300,550	\$ 189,383	\$ 601,100

Schedule C

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

Intermunicipal Services Agreement

April 30, 2019

INTERMUNICIPAL SERVICES AGREEMENT

**VALLEY REGION SOLID WASTE-RESOURCE
MANAGEMENT AUTHORITY**

2019 Agreement

THIS AGREEMENT IS MADE ON THIS 30th day of APRIL, 2019

AMONG:

THE TOWN OF ANNAPOLIS ROYAL, a body corporate pursuant to the *Municipal Government Act*

-and-

THE TOWN OF BERWICK, a municipal body corporate pursuant to the *Municipal Government Act*

-and-

THE TOWN OF KENTVILLE, a municipal body corporate pursuant to the *Municipal Government Act*

-and-

THE TOWN OF MIDDLETON, a municipal body corporate pursuant to the *Municipal Government Act*

-and-

THE MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate pursuant to the *Municipal Government Act*

-and-

THE TOWN OF WOLFVILLE, a municipal body corporate pursuant to the *Municipal Government Act*

THE PARTIES HERETO AGREE AS FOLLOWS:

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

1 The purpose of this agreement is to provide for solid waste-resource management for the Parties that are located in the “Valley Region” (also “Region 5” pursuant to clause 39 (1) (e) of the Solid Waste-Resource Management Regulations of the Province of Nova Scotia), referred to in this agreement as the “Region”.

2 This agreement is an agreement for the joint provision of services and facilities by the Parties pursuant to section 60 of the *Municipal Government Act*.

3. The Parties agree that solid waste-resource management will be provided by the "Valley Region Solid Waste-Resource Management Authority", committee consisting of one representative of each of the parties and referred to in this agreement as the "Authority".

MEMBERS

4(1) Each party to this agreement shall appoint a person to be that party's member of the Authority and that member shall serve at the pleasure of his/her Council for a term of office specified by his/her Council and shall hold office until his/her successor is named.

4(2) The initial appointments to the Authority shall be made by each municipal Council within six weeks after the signing of this agreement.

4(3) Each party may also appoint an alternate member of the Authority who may vote in the place of the member during any absence. If an alternate is named, the alternate member may attend meetings of the Authority at the expense of the appointing party and shall maintain awareness of the business of the Authority such that continuity is not lost and no disruption of work occurs.

4(4) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

4(5) Each party to this agreement is responsible for remuneration, such as meeting fees if any, to be paid to its member for serving on the Authority, but the Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of the Authority, as agreed to from time to time by the Authority, unless such payments are disallowed by Provincial legislation.

DECISIONS

5 Any decision requiring the agreement of the parties hereto shall be decided by a majority of the parties which must include the Municipality of the County of Kings (MoK). Decisions requiring consent of the parties according to this formula include: additions to the services agreed to be provided by the Authority (Clause 8(xiii)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (Clause 11); approval of the annual operating plan and budget (Clause 20); approval of supplementary budget estimates (Clause 24); addition of new parties to this agreement (Clause 31); dissolution of the Authority (Clause 34); and alteration of this agreement (Clause 37).

6 Any decision requiring the agreement of the members of the Authority shall be decided by a majority of those members present unless otherwise stated.

OBJECTS

7(1) Solid waste-resource management for the Parties will be provided by the Authority in accordance with the Terms of Reference appended as "Schedule A" and in accordance with the annual solid-waste resource management operating plan and budget recommended by the Authority and approved by the parties.

7(2) The approved solid waste-resource management operating plan shall set out the specific solid waste-resource management services to be provided by the Authority.

8 Solid waste-resource management for the purposes of this agreement shall include:

- (i) source reduction programs;
- (ii) reuse programs;
- (iii) public education and awareness of solid waste-resource management;
- (iv) source separation programs;

- (v) backyard, on-site and other at-source composting;
- (vi) solid waste-resource collection in the residential sector;
- (vii) central composting;
- (viii) processing and marketing of recyclable materials;
- (ix) household hazardous waste management;
- (x) construction and demolition debris management;
- (xi) transfer and transportation of solid waste-resource materials;
- (xii) disposal of residual waste; and
- (xiii) other solid waste-resource management programs and activities as agreed to by the parties in accordance with Clause 5.

9 The provision of solid waste-resource management by the Authority, for the purposes of this agreement, includes the provision, operation, management and maintenance of physical facilities necessary to provide the services listed in Clause 8.

ACQUISITION AND DISPOSITION OF CAPITAL ASSETS/BORROWING POWERS

10(1) The cost-sharing formula in effect at the time of the signing of this agreement is attached as Schedule B.

10(2) Any capital asset created or acquired by the Authority shall be owned by the Authority.

10(3) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of the Authority, within 60 days of a request by the Authority, in the same proportions as the cost-sharing formula detailed in Clause 10(1).

10(4) The Authority shall have the power to establish the following reserve funds: a facility closure and post-closure care reserve, a capital replacement reserve, and an equipment reserve.

10(5) The Authority shall have the power to accept gifts, assignments, devises and bequests of real and personal property and to apply them to the general purpose of the Authority.

10(6) The Authority shall have the power to acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property, subject to Clause 11, or any part thereof.

10(7) Notwithstanding Clause 10(3) herein the Authority shall have the power to borrow money from the Nova Scotia Municipal Finance Corporation, or any other bank, credit union or financial institution where permitted, at prevailing interest rates for any lawful purpose of the Authority, including but not limited to capital costs and acquisitions, debt financing and refinancing, and the establishment of an operating line of credit for current annual expenditures, subject only to Section 88(1) of the *Municipal Government Act* and the requirement that such borrowing, other than the operating line of credit referred to herein, must be approved in the annual operating plan and budget for the Authority or in a supplemental budget of the Authority.

11 No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by the Authority unless approved by the parties in accordance with Clause 5.

SERVICES AND CONTRACTS

12 The Authority is empowered to make provision for the use of equipment, facilities, services and personnel necessary or advisable to carry out the responsibilities assigned to it by this agreement.

13 The Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement.

RULES OF PROCEDURE

14 The Authority shall establish its own rules of procedure.

15(1) The Authority shall annually name one of its members to be Chair and one to be Vice-Chair, to act in the absence or incapacity of the Chair.

15(2) All members, including the Chair or other person presiding, shall vote on every question before the Authority except in the case of conflict of interest.

16 The Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to the Authority, provided such payments are not disallowed by Provincial statute.

17 The Authority shall appoint a Secretary and a Treasurer or a Secretary/Treasurer. These positions shall not be held by any members of the Authority.

FEES TO PUBLIC

18 The Authority shall have the power to establish and collect user-pay or tipping fees from the public or consumers of any services offered by the Authority.

OPERATIONAL COSTS

19(1) Upon implementation of this agreement, the net operational costs of the Authority (i.e. gross operating costs minus operating revenues, shall be paid by the parties according to shares issued on equal blend of population and uniform assessment for each of the respective parties, as specified in Clause 10(1) and amended annually using figures current at the time.

19(2) Alternate means of raising revenue, such as user-pay, tipping fees, and/or other means shall be employed, as deemed appropriate or advisable by the Authority, to augment or replace the cost-sharing formula described in Clause 19(1), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

19(3) Operating costs may include the following:

- (i) wages and salaries for personnel employed directly by the Authority for the purposes of the Authority;
- (ii) the payment of fees to contractors;
- (iii) principal and interest charges on debts incurred by the Authority or by the parties on behalf of the Authority;
- (iv) maintenance and repair expenses for any property operated by the Authority for the purposes of the Authority;
- (v) preparation, inspection, delivery, installation and removal of materials, plants, tools and supplies;
- (vi) travelling expenses properly incurred by employees or members of the Authority for the purposes of the Authority;
- (vii) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired);
- (viii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- (ix) advertising, promotional and educational costs;

- (x) assessments made under the *Workers Compensation Act*, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- (xi) other permissive employee benefits, as approved by the Authority;
- (xii) administration costs of the Authority including allowances to the Chair, payment of staff and reimbursement of expenses to the members, legal and audit fees, and like costs;
- (xiii) a reasonable allowance per tonne of residual solid waste to be kept as a fund to pay the closure costs of a residual solid waste disposal facility, provided that interest earned by the fund becomes part of the fund;
- (xiv) depreciation allowances to be based on the estimated useful life of the capital acquisitions to be devoted to replacement or enhancement of capital facilities, provided that interest earned by the fund becomes part of the fund;
- (xv) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- (xvi) premiums for liability, errors and omissions, plant and equipment and other insurance policies; and
- (xvii) other expenses deemed necessary provided that they are consistent with this agreement.

ANNUAL OPERATING PLAN

20(1) No later than 90 days before the beginning of the fiscal year, the Authority must submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan.

20(2) No later than 30 days before the beginning of the fiscal year, the parties must consider and if deemed appropriate ratify, in accordance with Clause 5, the annual operating plan and budget approved by the Authority.

PAYMENTS BY PARTIES

21 The Authority shall bill the parties quarterly for its costs of operation: 1st interim bill, issued May 1, due May 31st; 2nd interim bill issued July 2, due July 31; 3rd interim bill issued Oct 1, due October 31; and a final bill issued January 1, due January 31. Each interim bill shall be calculated based on expected cash flow requirements as determined by the Authority. The final bill shall be calculated at 100% of the current year's cost of operation, less payments made relative to the interim billing.

22 Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by the Authority.

BUDGET ESTIMATES

23 The Authority shall in no case expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates.

24(1) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of the Authority which must include the members representing MoK.

24(2) No later than 45 days following receipt of the recommendation from the Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate approved in accordance with Clause 5.

SUPPLEMENTARY PROGRAMS

25 Each participating unit is free to supplement, from its own resources, the funds of the Authority or to supplement the services, programs and facilities provided by the Authority.

TIPPING FEES

26 All tipping fees and other sources of non-tax revenues shall be set by the Authority and become part of the Authority's budget.

MUNICIPAL GRANTS

27 The municipal units may apply for grants on behalf of the Authority for which the units are eligible but for which the Authority is not eligible. Any grants so acquired shall be credited to the Authority and shall be additional to the unit's share of the cost of the Authority providing that the Authority shall reimburse the unit according to the unit's share of the grant revenue.

FISCAL YEAR ANNUAL REPORT

28 The fiscal year of the Authority is the municipal fiscal year.

29(1) No later than ninety (90) days after the end of the fiscal year, the Authority shall file an annual report with each of the parties setting out its activities in the preceding fiscal year and including a full audited financial statement.

29(2) The accounts of the Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.

COMPLEMENTARY BY-LAWS

30 The parties hereto agree to pass complementary by-laws respecting the management of solid waste-resources within the limits of their respective legislated authority.

NEW PARTIES

31 New parties may only be added to this agreement upon agreement of the parties in accordance with Clause 5.

WITHDRAWAL BY PARTY

32(1) The Council of any party wishing to withdraw from this agreement must give notice of withdrawal to the Councils of the other parties not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.

32(2) Any party withdrawing from this agreement remains responsible for its share of any liabilities of the Authority incurred to the date of the withdrawal and any severance, penalty, or other costs necessarily incurred by the Authority as a result of the withdrawal.

32(3) Any party to this agreement which exercises its right to withdraw from the agreement ceases to have any interest in any assets created or acquired by the Authority.

EFFECTIVE DATE

33 This agreement has effect upon signing by the parties.

DISSOLUTION

34(1) The Authority may only be dissolved upon agreement of a majority of the parties in accordance with Clause 5.

34(2) Upon dissolution, the assets and liabilities of the Authority are vested in the parties in proportion to the accumulated contributions to the Authority by the parties at time of dissolution.

APPLICABLE LAWS

35. This agreement is governed by the law of Nova Scotia.

ARBITRATION

36. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved by mediation, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.

ENTIRE AGREEMENT



37. The parties agree that this is the entire agreement among the parties with respect to the provision of solid waste-resource management for the Parties, and that this agreement may only be altered by agreement in writing by the parties in accordance with Clause 5.


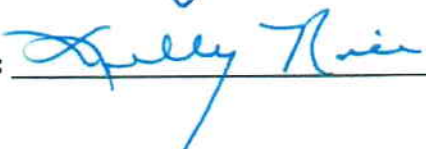
BODY CORPORATE

38. The Authority shall be a body corporate and shall register with the Registrar of Joint Stock Companies pursuant to s. 60(4)(1) of the *Municipal Government Act*.

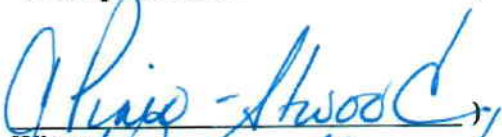
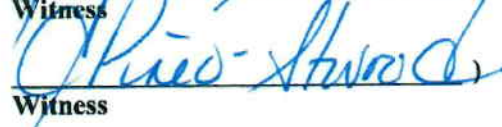
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IN WITNESS WHEREOF the parties hereto have executed this agreement by their respective officials,
duly authorized in that behalf, on the day and year first above written


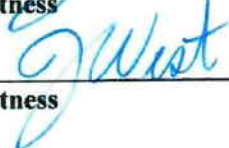

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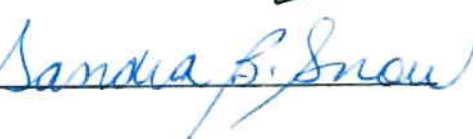
) TOWN OF ANNAPOLIS ROYAL
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Per: 
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Per: 
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)

SIGNED and SEALED
in the presence of:


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Witness

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Witness

)
) TOWN OF BERWICK
)
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Per: 
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Per: 
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Witness

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Witness

) TOWN OF KENTVILLE
)
)
Per: 
_____)
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Per: 
_____)
)

S. Sprauy)
Witness

S. Sprauy)
Witness

) TOWN OF MIDDLETON
)
)

Per: Alycia Ann

Per: Jennifer Boyd

[Signature])
Witness
[Signature])
Witness

) MUNICIPALITY OF THE COUNTY OF
) KINGS
)

Per: [Signature]

Per: [Signature]

V. Pearson)
Witness

[Signature])
Witness

) TOWN OF WOLFVILLE
)
)

Per: Wynne Mauder

Per: [Signature]

SCHEDULE A

VALLEY SOLID WASTE-RESOURCE MANAGEMENT REGION

TERMS OF REFERENCE

The Valley Solid Waste-Resource Management Region has been established pursuant to clause 39(1)(e) of the *Solid Waste-Resource Management Regulations of Nova Scotia*.

The Valley Solid Waste-Resource Management Authority was originally formed by agreement among eight municipal units to manage municipal solid waste-resources in the Region in accordance with the provisions of the above-noted *Regulations*, other legislation which may apply now or in the future, these terms of reference, and the agreement to which this Schedule is attached.

The Authority has been created to achieve the following general goals:

1. To develop an integrated solid waste-resource management system for the participating municipal units in the Valley Region which is environmentally sound, socially acceptable and financially feasible;
2. To strive for an optimum balance between maximizing long term benefits with regards to waste-resource diversion from disposal and minimizing the capital and operating costs of implementing the solid waste-resource management system;
3. To develop programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residual waste management which will achieve the Provincial target of 50% diversion by the year 2000 and which will comply with the disposal bans imposed by the *Solid Waste-Resource Management Regulations*;
4. To exceed the Provincially mandated diversion targets where it is deemed environmentally, socially and/or financially beneficial to do so;
5. To increase public awareness and participation in the solid waste-resource management system;
6. To consult with the public in order to ensure that decisions made by the Authority are sensitive to the needs and desires of the population of the Parties as whole; and
7. To operate the solid waste-resource management system in a financially responsible and equitable manner on behalf of the Parties.

Schedule B
Valley Solid Waste-Resource Management Authority
Budget Cost Shares
Based on Population and Uniform Assessment

Uniform Assessment figures updated May 2018

Population figures from 2016 census

Municipal Unit	Population	Percent Allocation	2017-2018	Percent Allocation	50/50 Split
			Uniform Assessment		
Municipality of Kings	47,404	75.61%	\$ 3,650,455,809	73.85%	74.71%
Town of Kentville	6,271	10.00%	\$ 489,132,335	9.89%	9.95%
Town of Wolfville	4,195	6.69%	\$ 485,970,268	9.83%	8.26%
Town of Berwick	2,509	4.00%	\$ 150,831,525	3.05%	3.53%
Town of Middleton	1,832	2.92%	\$ 107,492,498	2.17%	2.55%
Town of Annapolis Royal	491	0.78%	\$ 59,894,227	1.21%	1.00%
Total	62,702	100.00%	\$ 4,943,776,662	100.00%	100.00%

Schedule D

KINGS TRANSIT AUTHORITY

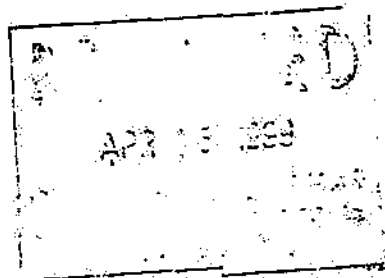
Intermunicipal Services Agreement

April 1, 1999

*Intermunicipal Services
Agreement*

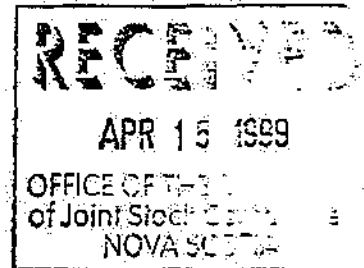
KINGS TRANSIT
AUTHORITY

April 1st, 1999



THIS AGREEMENT is made this 15th day of April, 1999.

AMONG:



THE TOWN OF BERWICK, a municipal body corporate;

THE TOWN OF KENTVILLE, a municipal body corporate;

THE TOWN OF WOLFVILLE, a municipal body corporate;

THE MUNICIPALITY OF THE COUNTY OF KINGS, a
municipal body corporate;

I HEREBY CERTIFY that this is a true copy
of a document filed in the office of the
Registrar of Joint Stock Companies on the
15 day of April, 1999

C. Stone
Registrar of Joint Stock Companies
Dated 4 day of May, 1999

THE PARTIES HERETO AGREE AS FOLLOWS:

KINGS TRANSIT AUTHORITY

1. The purpose of this agreement is to provide public transportation services for the County of Kings pursuant to section 55 of the *Municipal Government Act*.
2. This agreement is an agreement for the joint provision of services and facilities by the participating municipalities pursuant to section 60 of the *Municipal Government Act*.
3. The parties agree that public transportation services for the County of Kings shall be provided by the Kings Transit Authority, a committee representing each of the participating municipalities and being a separate body corporate.

PARTICIPATING MUNICIPALITIES

4. The participating municipalities in the Kings Transit Authority shall be as follows:

Town of Berwick;
 Town of Kentville;
 Town of Wolfville;
 Municipality of the County of Kings,

and are hereinafter collectively referred to as "the parties".

AREA

5. The area for which the services may be provided by Kings Transit Authority is the County of Kings.

MEMBERS

6. (a) There shall be no special qualifications for members of Kings Transit Authority.
- (b) The membership in the Kings Transit Authority shall total six (6) members as follows:

One (1) from the Town of Berwick;
 One (1) from the Town of Kentville;
 One (1) from the Town of Wolfville;
 Three (3) from the Municipality of the County of Kings.

(c) Members shall be appointed annually by the Council of each participating municipality by the first day of December each year for a term of office of one year from December 1 to November 30.

(d) Each party may also appoint an alternate member of the Kings Transit Authority who may vote in the place of the member during any absence.

(e) In the event that a vacancy occurs, the Council appointing the member shall appoint a replacement within six weeks after the vacancy occurs.

(f) Kings Transit Authority shall pay to its members such remuneration as may be fixed by Kings Transit Authority from time to time, and Kings Transit Authority shall reimburse its members for travel and other necessary expenses incurred in connection with the work of Kings Transit Authority, as agreed to from time to time by Kings Transit Authority, unless such payments are disallowed by Provincial legislation.

CHAIR

(g) The members shall elect a Chair from among their members who shall hold office until his/her term of office expires or until such time as a successor is elected.

(h) Kings Transit Authority may pay the Chair an allowance in addition to any remuneration that the Chair receives from the party that appointed the Chair to Kings Transit Authority, provided such payments are not disallowed by Provincial Statute.

VOTING

(i) All members, including the Chair, shall vote on every question before Kings Transit Authority except in the case of conflict of interest.

(j) A majority of the members of Kings Transit Authority constitutes a quorum.

DECISIONS

7. Any decision requiring the agreement of the parties hereto shall be decided by a majority of the participating municipalities. Decisions requiring consent of the parties according to this formula include: borrowing (clause 11(d)); the disposal of capital assets valued at more than one hundred thousand dollars (\$100,000) (clause 12); approval of the annual operating plan and budget (clause 15); approval of supplementary budget estimates (clause 17); addition of new parties to this agreement (clause 24); dissolution of Kings Transit Authority (clause 26); and alteration of this agreement (clause 30). The consent of a party is given by a resolution of the Council of that party.
8. Any decision requiring the agreement of the members of Kings Transit Authority shall be decided by a majority of those members present unless otherwise stated.

OBJECTS

9. The object of the Kings Transit Authority is to provide a regional public transportation system for its area by:
 - (a) the purchase of vehicles and operation of the service, directly or indirectly; or;
 - (b) providing financial assistance to a person who will undertake to provide the services; or;
 - (c) a combination of the methods referred to in clauses (a) and (b).

ACQUISITION OF CAPITAL ASSETS

10. (a) Any capital asset created or acquired by Kings Transit Authority shall be owned by Kings Transit Authority. Attached as Schedule A are the assets of Kings Transit Authority as of April 1, 1999.
- (b) The parties shall provide the necessary financing from their own resources needed to acquire or create capital assets on behalf of Kings Transit Authority in the same proportions as the cost-sharing formula detailed in clause 14(a).
- (c) Kings Transit Authority shall have the power to establish a capital reserve for replacement or refurbishing of vehicles.

POWERS

11. Kings Transit Authority may:

- (a) receive from any government or governmental body or agency grants of money or land and use, apply or convey them in accordance with the terms upon which they were made or for any purposes of Kings Transit Authority that are not inconsistent with the grant;
- (b) accept gifts, assignments, devises and bequests of real and personal property and apply them to the general purposes of Kings Transit Authority or to a specific purpose of Kings Transit Authority;
- (c) acquire real and personal property by deed, will, gift or lease or in any other manner and lease, sell or otherwise dispose of its property or any part thereof;
- (d) with the approval of a majority of the participating municipalities, borrow on the security of its real and personal property, or either of them or any part thereof, or any other security or without security such money as Kings Transit Authority considers necessary and mortgage, pledge or otherwise charge its property or any part of it for the purpose of securing any money borrowed;
- (e) improve, enlarge, repair, alter, equip, service, insure and maintain any building or buildings and any other property owned or leased by it;
- (f) acquire or purchase materials, machinery, motor vehicles and plant deemed requisite or advisable for public transportation services;
- (g) erect, acquire, purchase, alter, add to, improve, furnish or equip buildings or other facilities, for public transportation services;
- (h) enter into contract or agreements to provide or to subsidize public transportation services. Kings Transit Authority may contract with any person, including a municipal unit and a municipal unit that is party to this agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to it by this agreement;
- (i) invest and deal with funds of Kings Transit Authority not immediately required for its purposes in the manner prescribed by the Province of Nova Scotia;
- (j) establish and collect user-pay fares from the public;

- (k) establish transit routes and schedules;
- (l) establish its own rules of procedure and make by-laws with respect to:

- (i) meetings of Kings Transit Authority and its committees, the method of calling those meetings, their frequency and the conduct of business and rules of order and proceedings at meetings;

- (ii) the annual election or appointment of officers of Kings Transit Authority and the functions, duties and powers of the officers, including the functions, duties and powers of the Chair;

- (iii) the filling of vacancies in the offices of Kings Transit Authority;

- (iv) the qualifications of officers;

- (v) vacating or termination of office in Kings Transit Authority;

- (vi) the appointment or election of standing or special committees and their functions, duties and powers;

- (vii) the adoption of a common seal and the execution by Kings Transit Authority of any deed, agreement, contract, negotiable instrument, security or other document;

- (viii) the management of the property of Kings Transit Authority;

- (ix) the conduct and duties of the officers and employees of Kings Transit Authority;

- (x) any matter relating to the conduct of the business and affairs of Kings Transit Authority.

- (m) do such other acts and things as are incidental to the attainment of its object or the exercise of its powers.

12. No capital asset valued at greater than one hundred thousand dollars (\$100,000) shall be disposed of by Kings Transit Authority unless approved by the parties in accordance with clause 7.

GENERAL MANAGER and PERSONNEL

13. (a) Kings Transit Authority may appoint a person to be general manager.
- (b) Kings Transit Authority may appoint or engage such officials and employees and professional, scientific or technical experts as it considers advisable for the attainment of its objects or the exercise of its powers and may pay them such remuneration as Kings Transit Authority from time to time determines.

OPERATIONAL COSTS

14. (a) Upon implementation of this Agreement, the net operational costs of Kings Transit Authority (i.e. gross operating costs minus operating revenues) shall be paid by the parties according to shares based on the ratio of population served. The following are the proportions in which each of the participating municipalities shall contribute to provide the funds required to meet the approved operating costs of Kings Transit Authority:

MUNICIPALITY	POPULATION *	PERCENTAGE
Town of Berwick	1174	5%
Town of Kentville	4561	20%
Town of Wolfville	3425	15%
Municipality of Kings	13,958	60%

* As determined with Department of Housing and Municipal Affairs in 1996.

(b) Alternate means of raising revenue, such as advertising revenues, fees, and/or other means shall be employed, as deemed appropriate or advisable by Kings Transit Authority, to augment or replace the cost-sharing formula described in clause 14 (a), provided that such charges or alternate means are consistent with the approved annual operating plan and budget.

(c) Operating costs may include the following:

- i) wages and salaries for personnel employed directly by Kings Transit Authority for the purposes of Kings Transit Authority;

- ii) the payment of fees to contractors;
- iii) principal and interest charges on debts incurred by Kings Transit Authority or the parties on behalf of Kings Transit Authority;
- iv) maintenance and repair expenses for any vehicles or/and property operated by Kings Transit Authority for the purposes of Kings Transit Authority;
- v) traveling expenses properly incurred by employees or members of Kings Transit Authority for the purposes of Kings Transit Authority;
- vi) rentals of equipment whether from a party to the agreement or otherwise, including any applicable insurance cost, transportation cost, cost of loading and unloading, registration fees, cost of installation, dismantling and removal, repair and replacement (exclusive of repairs necessitated by defects when acquired);
- vii) expendable materials, supplies, light, power, heat, water, and tools except those customarily provided by tradespeople;
- viii) advertising, promotional and educational costs;
- ix) assessments under the Workers Compensation Act, employment insurance, Canada Pension Plan contributions, vacation pay, or paid vacations and other statutory requirements, sales and other taxes;
- x) other permissive employee benefits, as approved by Kings Transit Authority;
- xi) administration costs of Kings Transit Authority including allowance to the Chair, payment of staff, remuneration to members and reimbursement of expenses to the members, legal and audit fees and like costs;
- xii) payments into a capital reserve fund or funds provided that interest earned by the funds becomes part of the funds;
- xiii) premiums for liability, errors and omissions, equipment and other insurance policies; and
- xiv) other expenses deemed necessary provided they are consistent with this agreement.

OPERATING BUDGET

15. (a) No later than 90 days before the beginning of the fiscal year, Kings Transit Authority shall submit the proposed annual operating plan and budget to each of the parties for approval after having consulted with the parties in the development of the plan;
- (b) No later than 30 days before the beginning of the fiscal year, the parties shall consider and if deemed appropriate ratify, in accordance with clause 7, the annual operating plan and budget approved by Kings Transit Authority.
- (c) To be implemented, the operating plan and budget requires the approval of the parties under clause 7.
16. (a) The council of each of the participating municipalities shall pay to Kings Transit Authority quarterly in advance one quarter of the municipality's share of the approved net operating costs of Kings Transit Authority.
- (b) Any party which is more than thirty (30) days in arrears shall pay interest on the arrears at a rate to be determined from time to time by Kings Transit Authority.
17. (a) Supplementary budget estimates for capital and operating expenses must be approved, for recommendation to the parties, by a majority of the members of Kings Transit Authority.
- (b) No later than 45 days following receipt of the recommendation from Kings Transit Authority, supplementary budget estimates must be considered by the parties and, if deemed appropriate, approved in accordance with clause 7.
18. Kings Transit Authority shall not expend funds in excess of the amounts approved in annual budget estimates or supplementary budget estimates, except in the case of an emergency and with the approval of all the members.
19. All fares and other revenues shall be set by Kings Transit Authority and become part of its budget.

AUDITOR

20. (a) Kings Transit Authority shall, at each annual meeting, appoint an auditor who shall be a registered municipal auditor under section 457 of the *Municipal Government Act*.

(b) Kings Transit Authority shall submit to the council of each of the participating municipalities audited financial statements for the preceding fiscal year, such statements to be submitted not later than the 30th day of June in each fiscal year.

(c) Kings Transit Authority shall, not later than the 30th day of June, also make an annual report to the councils of the participating municipalities setting out its activities for the preceding fiscal year.

(d) The accounts of Kings Transit Authority shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Housing and Municipal Affairs as from time to time amended.

21. The municipal units may apply for grants on behalf of Kings Transit Authority for which the units are eligible but for which Kings Transit Authority is not eligible. Any grants so acquired shall be credited to Kings Transit Authority and shall be additional to the unit's share of the cost of Kings Transit Authority providing that Kings Transit Authority shall reimburse the unit according to the unit's share of the grant revenue.
22. The fiscal year of Kings Transit Authority is the municipal fiscal year (April 1 - March 31).

BY-LAWS

23. The parties hereto agree to pass complementary by-laws prescribing conditions of use and protection of the property of Kings Transit Authority, and for maintaining order thereon, as recommended by Kings Transit Authority from time to time within the limits of the parties' respective legislated authority.
24. New parties may only be added to this agreement upon agreement of the parties in accordance with clause 7.

WITHDRAWAL OF PARTY

25. (a) The council of any party wishing to withdraw from this agreement must give notice of withdrawal to the councils of the other parties, with a copy to the Authority, not less than one year prior to the intended withdrawal date, which shall be the end of the fiscal year of the year specified in the notice of withdrawal.
- (b) Any party withdrawing from this agreement remains responsible for its share of any liabilities of Kings Transit Authority incurred to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by Kings Transit Authority as a result of the withdrawal.

(c) Any party to this agreement which exercises its right to withdraw from the agreement ceases to have any interest in any assets created or acquired by Kings Transit Authority and any assets shall be distributed among the remaining parties upon dissolution of Kings Transit Authority in accordance with clause 26.

DISSOLUTION

26. (a) Kings Transit Authority may only be dissolved upon agreement of a majority of the parties in accordance with clause 7.

(b) Upon dissolution, Kings Transit Authority may make arrangements for the liquidation and distribution of its assets in payment of its liabilities.

(c) After all of the liabilities of Kings Transit Authority have been paid, the balance shall be distributed to the remaining parties, and any deficit shall be paid by them, in proportion to the accumulated contributions to Kings Transit Authority by the parties at time of dissolution.

27. This agreement shall be in effect on April 1, 1999.

28. This agreement is governed by the law of Nova Scotia.

29. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved by mediation, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.

30. The parties agree that this is the entire agreement among the parties with respect to the regional provision of transit services in the County of Kings, and that this agreement may only be altered by agreement in writing by the parties in accordance with clause 7.

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

SIGNED AND SEALED

in the presence of

Rachel L. Jones
Witness
Rachel L. Jones

) TOWN OF BERWICK
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PER: Jeff P. Drell

PER: Rob Hammy

Witness

Witness

Witness

TOWN OF KENTVILLE

PER:

PER:

TOWN OF WOLFVILLE

PER:

PER:

MUNICIPALITY OF THE
COUNTY OF KINGS

PER:

PER:

This Amending Agreement is dated the 29 day of February, 2008.

AMONG:

TOWN OF BERWICK, a municipal body corporate;

TOWN OF KENTVILLE, a municipal body corporate;

TOWN OF WOLFVILLE, a municipal body corporate;

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate;

WHEREAS the parties hereto have entered into an intermunicipal services agreement dated the 1st day of April, 1999 to provide public transportation services for the County of Kings pursuant to sections 55 and 60 of the *Municipal Government Act* (hereinafter called the "Primary Agreement");

AND WHEREAS the public transportation provided under the Primary Agreement is delegated to Kings Transit Authority, a committee representing each of the participating municipalities and being a separate corporate body;

AND WHEREAS the parties to the Primary Agreement wish to expand the area for which the services may be provided by Kings Transit Authority;


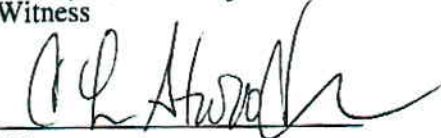
AND WHEREAS the parties wish to amend the Primary Agreement only as follows:

NOW this Amending Agreement witnesses, in consideration of the remaining terms and conditions of the Primary Agreement and other good and valuable consideration, and pursuant to section 60 of the *Municipal Government Act* that:


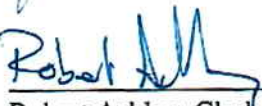
1. Clause 5 of the Primary Agreement is amended to delete the words "the County of Kings" appearing therein and to replace the same with the following words "any area agreed to by the parties".



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

Signed and Sealed
In the presence of


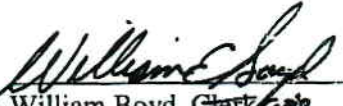

Witness

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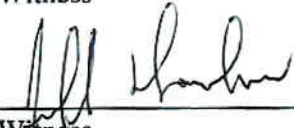
TOWN OF BERWICK


John Prall, Mayor

Robert Ashley, Clerk

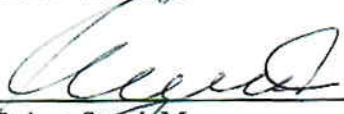
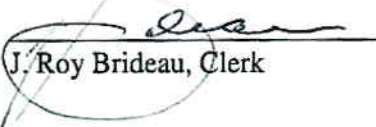

Witness

Witness


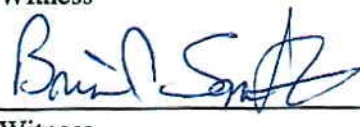
TOWN OF KENTVILLE


David Corkum, Mayor

William Boyd, Clerk


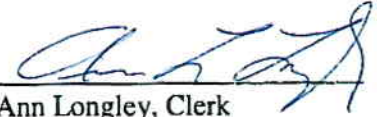

Witness

Witness

TOWN OF WOLFVILLE


Robert Stead, Mayor

J. Roy Brideau, Clerk


Witness

Witness

**MUNICIPALITY OF THE COUNTY
OF KINGS**


Fred Whalen, Warden

Ann Longley, Clerk



COUNTY of ANNAPOLIS
WATERLOO IS BUILT

STAFF REPORT - RECOMMENDATION

To: Committee of the Whole

Prepared by: Carolyn Young, Municipal Clerk

Date: December 14, 2021

Subject: Lawrencetown Youth Arena Request Letter of Awareness/Acknowledgement for Rink Revitalization Program Funding Application

RECOMMENDATION

THAT municipal council provide a letter of awareness/acknowledgement to the Lawrencetown Youth Arena to include with their Rink Revitalization Program funding application.

LEGISLATIVE AUTHORITY

Subsection 65 of the *Municipal Government Act*, as amended; *AM-1.3.8 Letters of Support & Acknowledgement Policy*.

BACKGROUND

The Lawrencetown Exhibition Youth Arena has a long history in the community and in 2009 undertook a building audit and review of structure and equipment, developing a phased plan to upgrade the structure and equipment and improve its energy efficiency.

This funding application for an Ice Plan Heat Reclamation System (Plant#2) is part of the ongoing upgrades to the facility.

DISCUSSION

The organization is applying to the NS Department of Communities, Culture, Tourism and Heritage for a Rink Revitalization Program. Total cost of the project is \$24,150, they are applying for \$8,050, and using \$16,100 of their own funding.

FINANCIAL IMPLICATIONS

There is no request for funding from the County at this time.

POLICY IMPLICATIONS

Staff has reviewed their final grant application which does not include any obligation or financial commitment from the municipality, in accordance with *AM-1.3.8 Letters of Support & Acknowledgement Policy*.

ALTERNATIVES/OPTIONS

If the provincial funding is not received, the Board of Directors will review priorities and likely hold off until spring of 2022.

NEXT STEPS

If approved at December 14, 2021 council, a letter will be prepared as soon as possible for the Warden's signature and forwarded to the Board to attach to their application.

ATTACHMENTS

AM-1.3.8 Letters of Support & Acknowledgement Policy

Report Prepared by: Carolyn Young, Municipal Clerk

Report Approved by: 
CAO David Dick, CPA CA

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS	
POLICY AND ADMINISTRATION MANUAL	AM-1.3.8
Section	Subject
Procedure & Organization of Council	Letters of Support & Acknowledgement Policy

1.0 Purpose

The purpose of this policy is to provide a clear process for Municipal Council to provide letters of support or acknowledgement for external project proposals or grant applications.

2.0 Authority

This policy is enacted pursuant to Section 65 of the *Municipal Government Act*, as amended.

3.0 General Provisions

3.1 Municipal Council may provide a letter of support or a letter of acknowledgement for external project proposals or grant applications so long as a copy of the final proposal or application has been submitted to the Office of the Clerk sufficient to allow staff to review the proposal or application and provide a report to council to ensure that the municipality does not assume an obligation or financial commitment it has not approved.

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.....	September 14, 2021
Council Approval.....	September 21, 2021
 <u>CAROLYN YOUNG</u> Municipal Clerk	 <u>September 21, 2021</u> Date
<i>At Annapolis Royal Nova Scotia</i>	

Approved March 19, 2013

Amendments:

2021/09/21

- Update 3.1 to read: Municipal Council may provide a letter of support or a letter of acknowledgement for external project proposals or grant applications so long as a copy of the final proposal or application has been submitted to the Office of the Clerk sufficient to allow staff to review the proposal or application and provide a report to council to ensure that the municipality does not assume an obligation or financial commitment it has not approved; and Remove 3.2.



COUNTY of ANNAPOLIS
NATURALLY ROOTED

RECOMMENDATION REPORT

To: Municipal Council

Prepared by: Nancy Chisholm, Recreation Coordinator, Alternate REMO Coordinator

Reviewed by: Dawn Campbell, Director of Legislative Services / Deputy CAO

Approved by: David Dick, Chief Administrative Officer

Date: December 8, 2021

Subject: Recommendation Report Community Grants Program – Current Applications

RECOMMENDATION

That municipal council approve the allocation of grants as presented in Appendix A from the 2021-22 Community Grants Program, in accordance with AM-1.4.9 *Community Grants Policy*, for a total of \$3,971.60 as follows:

\$2,000 Clarence Community Club;
\$887.62 West Dalhousie Community Hall Association; and
\$1,083.98 Brickton Community Hall Society.

LEGISLATIVE AUTHORITY

Municipal Government Act Section 65

BACKGROUND

DISCUSSION

1. The community grants program policy AM 1.4.9 allows charitable and not for profit organizations to apply for funding to support their services, programs and initiatives. There are several sections under which they can apply and each section outlines the criteria for the application. Three applications in this recommendation are under the Community Halls and Centres Assistance Program. All applications are in compliance with the policy and subject to the discretion and approval of municipal council.
2. The Clarence Community Club is requesting funding in the amount of \$2,000.00 to assist with repairs and upgrades to their washroom facility in the community hall. The size of the building exceeds 2000 square feet and

they are eligible to apply for the amount requested under this category. They support the local community often providing free space for groups and organizations such as the local 4-H club, and this past summer and fall hosted a weekly local market focused on local vendors. In addition to providing community space they also have Municipal Heritage Property designation with a mission to retain the history and style and of the property and building. The total estimated cost of their bathroom repair and renovations is \$3,200.00. The Community Club has secured in-kind support for all labour required and will contribute the remaining costs for materials.

3. The West Dalhousie Community Hall Association is requesting funding in the amount of \$887.62 to assist with the installation of new porch window and siding for the rear of the hall. The society supports the community by providing and hosting a variety of events and activities, such as weekly jam sessions, suppers, and hall rentals. They have also secured in-kind labour for the installation of the porch window.
4. The Brickton Community Hall Society is requesting funding in the amount of \$1,083.98 to assist with installing two (2) sub-pumps, cleaning of the heat pump and furnace repair and new filter. The society supports the community by renting space for jam sessions, baby showers, family suppers, voting polling station, and community breakfasts and suppers. The roof was also completely re done this past summer by volunteers and materials donated by a local community member. The total estimated cost of the sub-pumps and cleaning is \$1,083.98 and the society has secured in-kind support for all labour required.

FINANCIAL IMPLICATIONS

The AM 1.4.9 Grants to Community Organizations budget currently has \$76,483.75 remaining in the current fiscal year. If this recommendation is approved for the allocation of the grants applications listed in Appendix A (total of \$3,971.60) there will be \$72,512.15 remaining in the community grants policy for the rest of this fiscal year.

POLICY IMPLICATIONS

The requested funding is in accordance with the Community Grants Policy (AM 1.4.9).

ALTERNATIVES/OPTIONS

- Not approve the recommendation; or
- Approve a lesser amount(s).


NEXT STEPS

1. If approved, Continue on with issuance of the Grant Funding in accordance with policy AM 1.4.9; or
2. If the request is not approved inform the group(s) of the decision.

ATTACHMENTS

Appendix A: List of recommended allocations for grant applications.

Report Prepared by: Nancy Chisholm, Recreation Coordinator, Alternate REMO Coordinator

Report Reviewed by: 
Dawn Campbell, Director of Legislative Services and HR

Report Approved by: 
CAO David Dick, CPA CA

Appendix A - List of recommended allocations for grant applications

Name of Applicant Organization	Identified Project(s)	Amount Requested
Clarence Community Club	Repairs and upgrades to their washroom facility. <ul style="list-style-type: none"> Plumbing, flooring, fixtures, additional plugs, new panel and wiring. 	\$2,000.00
West Dalhousie Community Hall Association	Installation of a new porch window and siding for the rear of the hall. <ul style="list-style-type: none"> Window and installation of siding. 	\$887.62
Brickton Community Hall Society	Installing two (2) sub-pumps, and cleaning of the furnace and heat pump. <ul style="list-style-type: none"> Sub-pumps, hoses, filters, plug outlet, wire, cleaning heat pumps, and repair and filters for furnace. 	\$1,083.98
Total		\$3,971.60



COUNTY of ANNAPOLIS
ANNE ARUNDEL COUNTY

RECOMMENDATION REPORT

To: Committee of the Whole

Prepared by: Doug Patterson, Contracts and Procurement Coordinator

Reviewed by: Janice Young, Manager of Projects/Acting Municipal Services
Manager, Nancy Comeau, Assistant Manager Finance

Approved by: David Dick, CAO

Date: December 14, 2021

Subject: Max Young Reserve Withdrawal

RECOMMENDATION

That Municipal Council approve a withdrawal from the Max Young Reserve Fund to pay recent maintenance work at the Bridgetown Memorial Arena in the amount of \$3,342.12.

LEGISLATIVE AUTHORITY

The municipality is the owner of the arena facility.

BACKGROUND

Use of the Max Young Reserve Fund requires a council approval.

DISCUSSION

Toromont Cimco was engaged to provide maintenance work at the arena for a total cost of \$ 2,906.19 before tax.

FINANCIAL IMPLICATIONS

The Max Young Reserve had an available balance at the start of the year of \$60,356. Committed spending this year to date is \$30,259

Remaining funds in the reserve after this item will be: \$26,754.88

POLICY IMPLICATIONS

N/A

ALTERNATIVES/OPTIONS

- 1.) Council could choose to ask municipal staff and/or BRCA to identify another funding source for this work.
- 2.) Council could approve payment via another fund/budget of council's choice.

NEXT STEPS

N/A

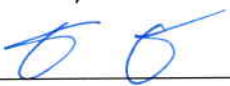
ATTACHMENTS

N/A

Report Prepared by: Mark Coles,
Engineering Technician

Report Reviewed by: _____
Janice Young, Manager of Projects/Acting Municipal Services
Manager

Report Reviewed by: Nancy Comeau
Nancy Comeau, Assistant Manager Finance

Report Approved by: 
CAO David Dick, CPA CA



COUNTY of ANNAPOLIS
UNIVERSITY ROUTED

RECOMMENDATION REPORT

To: Committee of the Whole
Submitted by: Mark Coles, Municipal Operations
Approved by: CAO David Dick, CPA, CA
Date: December 14, 2021
Subject: Municipal Administration Building Annapolis Royal -
Basement Renovation to Accommodate Lawrencetown Staff

RECOMMENDATION

That municipal council approve an expenditure of \$297,000 to renovate the Municipal Administration Building, Annapolis Royal basement area, currently used for storage, into usable office space for the relocation of Lawrencetown office staff to the Annapolis building.

LEGISLATIVE AUTHORITY

N/A

BACKGROUND

The area to be renovated was originally office space but due to an event several years ago involving water damage the area was remediated to remove all damaged materials, the area is currently used for storage.

The direction has been to redevelop this area to enable all Annapolis county office staff to reside in one location.

The inclusion of the accessible wash room in the redevelopment will enhance the facilities and help comply with B651-18EN Accessible design in the basement area of the building.

With the implications of the coronavirus dating back to March 2019, staff have been working from home to ensure all safety protocols could be followed. With the relaxing of the provincial safety rules and guidelines it was decided to relocate all the staff from the Bridgetown office to the Annapolis Royal office.

The county has seen significant benefits through administrative efficiencies as well as cost savings from the relocation of the employees.

As a result staff are reviewing the similar option of closing the Lawrencetown office and moving all staff to one location.

We engaged the services of an outside consultant who identified significant changes to the facility. The costs however far exceeded the benefits we see from consolidation.

Staff have as a result reviewed the potential changes that could be made to modify the building to accommodate all staff and have provided some cost estimates based on this internal review.

Should a favorable decision be made in December then a predicted time line for the work would be to obtain firm quotes from contractors based upon the accepted scope of works in early January. The construction phase would start in mid to late January with an expected duration of three months bringing project completion at the end of April 2022.

The renovations will include;

- HVAC
- Electrical
- Partition walls/office construction
- Open plan workstation area
- Accessible wash room
- Suspended ceiling
- Lighting
- Floor covering
- Life safety services

DISCUSSION

None.

FINANCIAL IMPLICATIONS

Funding source to be confirmed as there is no existing capital funding project.

POLICY IMPLICATIONS

None known

ALTERNATIVES/OPTIONS

None.

NEXT STEPS


Upon a favourable motion from Municipal Council, the plans will be submitted to the local building inspectors for approval, thereafter we can obtain firm quotations from contractors to carry out the work. The works can then be scheduled and completed within the expressed budget and in a timely manner.


Existing county staff will perform procurement and project management functions.

ATTACHMENTS

- Estimated Cost breakdown
- Suggested floor plan

Report Prepared by: Mark Coles, Engineering Technician.

Report Reviewed by: 
Janice Young, Acting Manager, Municipal Operations

Report Reviewed by: 
Holly Orde, Director of Finance

Report Approved by: 
CAO David Dick, CPA, CA

Annapolis office proposal

Patrician walls

Install new patrician walls with steel stud construction and ½ inch drywall, tape and seal joints, sand and paint.

HVAC

Install new air handling feed and return vents in the open areas and in each office space 12 sets in total.

Install new diffusers in 2x4 ceiling tiles.

Install dampers in each line and balance air flow in the system.

Repair/replace the main supply and return ducts.

Install one feed and return line for fresh air into the existing vault.

Supply new thermostats to all existing control points and relocate into the new patrician walls.

CEILING & FLOORING

Install new suspended ceiling in the work area approximately 2000 sq feet

Ceiling tiles to be fire rated

Install new 2x2 carpet tiles in the work area and in room 109 approximately 2150 sq feet

Install new pvc kick boards to match existing

ELECTRICAL

Remove existing electrical drops

Locate/Label existing circuits located in electrical conduits

Install new led lighting as per lighting design (tbc upon layout approval)

Install new switches in office and storage areas

Install 24 new power outlets

BX cable to be used throughout

Install new emergency alarm in universal wash room

Install new emergency/exit lighting as required in the work area and the feeding corridor.

Install outlet boxes for internet points and run cables from server room. (IT to connect)

LIFE SAFETY SYSTEM

Alter existing fire alarm to suit layout of building.

Add additional call points and smoke alarms to system as required by the fire inspector.

Contractor to test fire alarm system on completion.

OFFICE FURNITURE

Not included

IT

Install new switch and connect cable drops

Permits/inspections

Annapolis town building permit

Electrical permits

Fire alarm re certification.

Accessible washroom

Install new washroom fittings as required for universal accessible washroom.

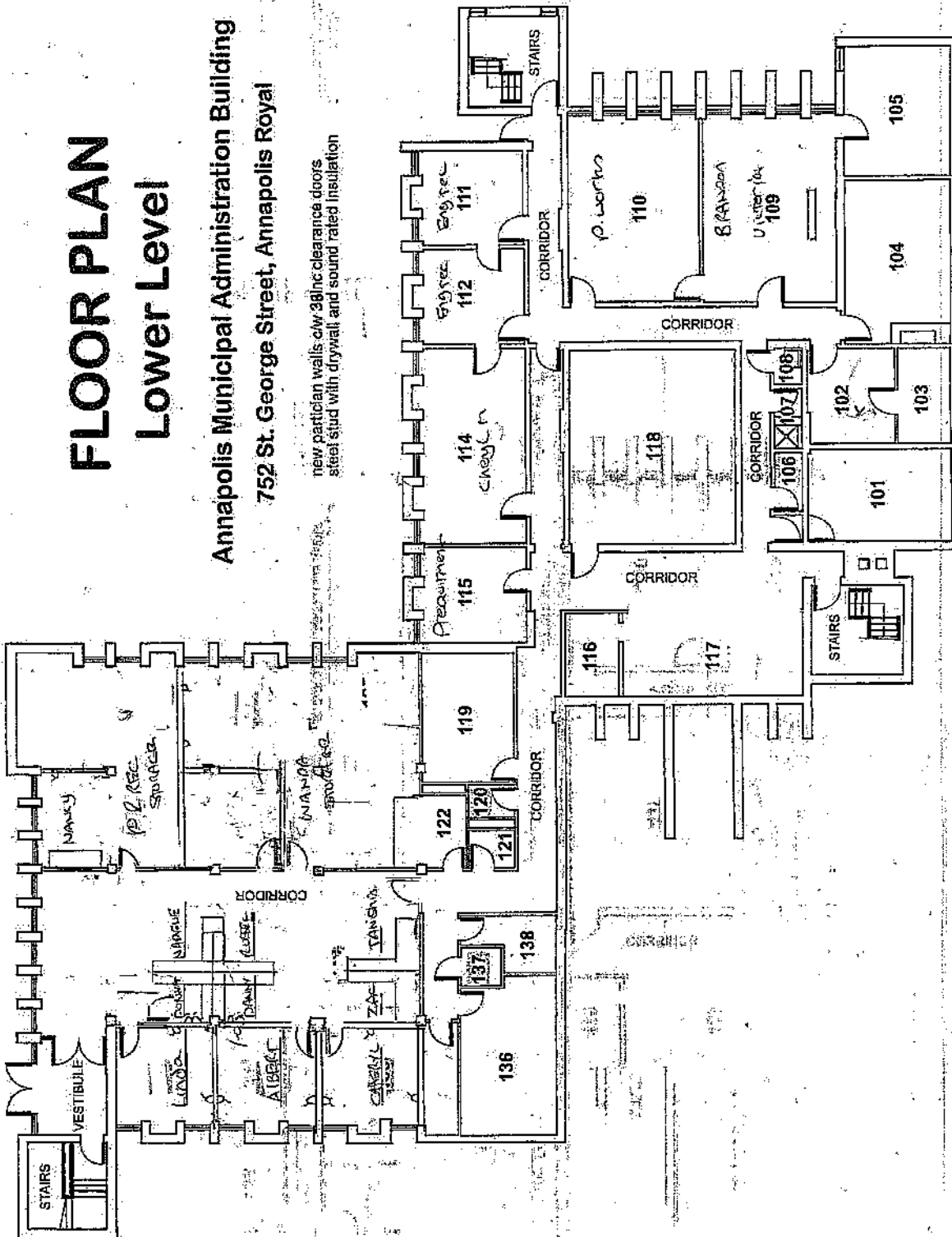
Estimated costings

Patrician walls, doors and finishing	
Ceiling instillation	
Flooring instillation	\$ 98,000
HVAC	\$ 42,000
Life safety	\$20,000
Electrical	\$40,000
Wash room renovation	\$20,000
It	\$5,000
Permits	\$2,500
Office furniture	\$30,000
Contingency 15%	\$38,625
Estimated total	\$296,124.00

FLOOR PLAN

Lower Level

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





COUNTY of ANNAPOLIS
WATER RESERVE

RECOMMENDATION REPORT

To: Committee of the Whole
Submitted by: Mark Coles, Municipal Operations
Approved by: CAO David Dick, CPA, CA
Date: December 14, 2021
Subject: Water Meter Reader Upgrade

RECOMMENDATION

That municipal council approve an expenditure of \$35,458 to replace the existing meter reading hardware, with 50% to come from the Bridgetown Water Reserve, and 50% to come from the Annapolis County Water Reserve.

LEGISLATIVE AUTHORITY

N/A

BACKGROUND

The county water meter system is going through an upgrade due to the existing system being obsolete.

The support required for the effective operation of the existing system will be withdrawn by the end of the year.

The new software system ordered by the county requires new field hardware to enable the collection of water consumption data.

The new hardware and software will result in more efficient meter reading and invoicing system with enhanced post meter leak detection indicators.

DISCUSSION

None.

FINANCIAL IMPLICATIONS

Funding source will be from water reserves split 50/50 between the county water reserve and Bridgetown water reserve.

Current balances are; Bridgetown water reserve \$211,193
County water reserve \$332,705

POLICY IMPLICATIONS

None known

ALTERNATIVES/OPTIONS

None.

NEXT STEPS

Upon a favourable motion from Municipal Council a purchase order will be raised and the equipment ordered.

ATTACHMENTS

None

Report Prepared by: **Mark Coles**, Municipal Operations

Report Reviewed by: DD For
Janice Young, Acting Manager, Municipal Operations

Report Reviewed by: DD For
Holly Orde, Director of Finance

Report Approved by: DD
CAO David Dick, CPA, CA



COUNTY of ANNAPOLIS
ESTABLISHED 1650

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Brian Orde, Reg Emergency Management & Recreation Coordinator
Reviewed by: Dawn Campbell, Director of Legislative Services and HR
Approved by: David Dick, Chief Administrative Officer
Date: December 14, 2021
Subject: Future Operation of Raven Haven Beachside Family Park

RECOMMENDATION

That Municipal Council authorize a workshop to be scheduled in January 2022 to consider long-term plans for future operation of Raven Haven

LEGISLATIVE AUTHORITY

Section 65 of the *Municipal Government Act*, as amended

BACKGROUND

The County of Annapolis leased Raven Haven from the Cornwallis Park Development Agency and opened the site as a municipal operation in the same year. In 1997, the Cornwallis Park Development Agency agreed to transfer Raven Haven to the County to be retained as a public recreation facility. Both the Development Agency and Municipal Council recognized the importance of protecting access to one of the more popular lakes, as well as the value of this site for future recreation opportunities for County residents.

Raven Haven has had some minor upgrades over the years – i.e., siding, decks, minimal interior renovations to canteen / cabins, signage. There have been some major upgrades such as the addition of a washhouse with male & female washrooms that include change rooms, showers, sinks and toilets. Cabin #1 and the main building (canteen & washhouse) have had metal roofing installed.

DISCUSSION

Over the past two summers during COVID-19 Raven Haven has operated as a day use park only. Some services continued – canteen, picnic areas, swimming (unsupervised), canoeing, kayaking, pedal boating, public boat launch, public washrooms. Overnight accommodations did not operate during this time.

Inspections have been completed by the Chief Building Inspector, Municipal Operations Maintenance Technician and Recreation or Parks staff (see *Appendix B* for a summary of their findings). The infrastructure is aging and electrical wiring of the main buildings is in poor condition. Some buildings are in need of major repairs, replacement or demolition:

Below are three options for consideration:

Option 1: Day Use Park (remove old structures / multi-year plan for new amenities)
The size and layout of the site provides great potential for creating new spaces or retrofitting current spaces to provide new recreational amenities. Eliminating some of the current structures like the cabins, hostel and some of the out buildings and replacing them with sheltered picnic structures, group use structures, perimeter (accessible) walking trail, and activity areas.

Option 2: Full Replacement and Upgrade (remove old structures / multi-phase plan for new cabins / campground)
*If it is Council's wish to continue to operate this facility as a recreational day use park **AND** overnight accommodations, the facility and structures will need significant upgrades or replacement and development. There are currently only two rental cabins at Raven Haven. Neither cabin has washroom or shower facilities. They are not wheelchair accessible.*

Option 3: Divest Ownership

Possible Actions

- Extend an offer to Annapolis Basin Conference Centre to assume ownership of the facility
- Offer the property for sale through a real estate broker

FINANCIAL IMPLICATIONS

Recently the Annapolis Basin Conference Centre has been advised that the Camp Acadia cadets will not be returning to Cornwallis Park in the summer of 2022. This will result in a loss of revenue in the amount of \$13,000 annually for Raven Haven. Based upon the option chosen by Council, cost will need to be fully examined and a comprehensive budget developed. The net cost to operate Raven Haven in recent years has been:

2021 (Day Use Only)	\$21,171
2020 (Day Use Only)	\$32,676
2019 (Full Operation)	\$44,166
2018 (Full Operation)	\$55,394

POLICY IMPLICATIONS

None known

NEXT STEPS

There should be a more complete examination and discussion of options at a workshop / special meeting in January 2022.

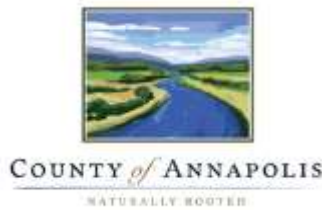
ATTACHMENTS

None

Report Prepared by: Brian Orde, Recreation Coordinator

Report Reviewed by: Dawn Campbell
Director of Legislative Services and HR

Report Approved by: David Dick
CAO David Dick, CPA CA



RECOMMENDATION REPORT

To: Committee of the Whole

Prepared by: Brian Orde, Reg Emergency Management & Recreation Coordinator

Reviewed by: Dawn Campbell, Director of Legislative Services and HR

Approved by: David Dick, Chief Administrative Officer

Date: December 14, 2021

Subject: Future Operation of Raven Haven Beachside Family Park

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DISCUSSION

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Possible Actions

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2021 (Day Use Only)	\$21,171
2020 (Day Use Only)	\$32,676
2019 (Full Operation)	\$44,166
2018 (Full Operation)	\$55,394

POLICY IMPLICATIONS

None known

NEXT STEPS

There should be a more complete examination and discussion of options at a workshop / special meeting in January 2022

ATTACHMENTS

None

Report Prepared by: Brian Orde, Recreation Coordinator

Report Reviewed by: *Dawn Campbell*
Director of Legislative Services and HR

Report Approved by: _____
CAO David Dick, CPA CA



COUNTY of ANNAPOLIS
ANNE ARUNDEL COUNTY

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Dawn Campbell, Director of Legislative Services
Approved by: David Dick, Chief Administrative Officer
Date: December 14, 2021
Subject: AM – 2.2.1 Interim Staff Appointments Policy (Repeal)

RECOMMENDATION

That Municipal Council repeal AM – 2.2.1 Interim Staff Appointments Policy (seven-day notice)

LEGISLATIVE AUTHORITY

Sections 31 and 65 of the *Municipal Government Act*, as amended

BACKGROUND

Since being enacted in 2017, there have been several occasions that this policy has created issues regarding remuneration for employees filling interim or acting positions. In some circumstances adhering to the policy would require that an interim employee be paid more than the incumbent, permanent employee.

Further, Section 31(1)(d) of the *Municipal Government Act* states that the Chief Administrative Officer may “determine the salaries, wages and emoluments to be paid to municipal officers and employees, including payment pursuant to a classification system.”

FINANCIAL IMPLICATIONS

Repealing this policy ensures freedom of judgement for the CAO to provide remuneration based upon budget constraints, interim levels of responsibility and best practices.

POLICY IMPLICATIONS

N/A

ALTERNATIVES / OPTIONS

No other options recommended

NEXT STEPS

In accordance with Sub-section 48 (1) of the *Municipal Government Act*, seven (7) day notice to Municipal Council is required before a policy is passed, amended or repealed.

ATTACHMENTS

AM – 2.2.1 Interim Staff Appointments Policy

Report Prepared by:



Director of Legislative Services and HR

Report Approved by:



CAO David Dick, CPA CA

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL	AM – 2.2.1
Section PAY ADMINISTRATION	Subject Interim Staff Appointments Policy

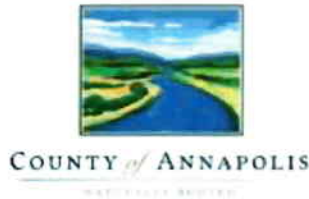
Approved April 18, 2017

Amended July 16, 2019:

In Sub-section 4.2 deleted "~~a period in excess of twenty working days.~~" and replaced with "more than one (1) week."

Approved April 18, 2017; Amended July 2019

Page 2 of 2



RECOMMENDATION REPORT

To: Committee of the Whole

Prepared by: Nancy Chisholm, Recreation Coordinator and Alternate REMO Coordinator.

Reviewed by: Dawn Campbell, Director of Legislative Services and Deputy CAO

Approved by: David Dick, Chief Administrative Officer

Date: December 14, 2021

Subject: Request to Remove Easements, River Pines Estates

RECOMMENDATION

That municipal council give authorization to approach all affected property owners along the easement to offer for the County to remove each easement.

LEGISLATIVE AUTHORITY

Municipal Government Act Section 218

BACKGROUND

DISCUSSION

River Pines Estate: Easement removal request from property owners at PID 05199708 (Dr. Lewis Johnston Street).

Brief Background:

The county in 1999 retained a piece of land along with easements on adjoining properties from a developer for the Wilmot area. The PID that the county owns is a suitable size although small for a small riverside park, the easements were acquired on the lots to the west to allow for a 75' wide corridor from the edge of the riverfront to allow for walking access along the river if the county ever developed the area into a recreational space. The "footpath" along the river was already established and being used by locals for some time.

The current property owners of the lot at the end of the easement area had noticed people walking along the river at the back of their property and erected a "barricade" to deter people from walking along the river on their property. Another local resident had contacted the county that was aware that an easement was in

place and requested that we speak with the property owners to have the barricade removed. We contacted them via letter and a site visit from staff informing them of the easement and requesting they remove the barricade. The property owners have indicated that is when they found out about the easement and prior to that had no knowledge of it. They have now requested the easement be removed. In brief, they purchased the land without knowledge of the easement as their former lawyer that conducted the migration in 2005 apparently failed to register the easement with the deed. They also indicated they purposefully purchased this property due to its private nature and would have not otherwise if they knew about an easement allowing public use. The issue has been frustrating for them and they have indicated that they are concerned about liability issues as well as privacy.

Staff conducted an inspection of the property and easement area and below are three options researched for consideration:

Option 1: Deny the request to remove the easements.

Actions Required:

- Communicate in writing to the property owners that the option of removal was considered; however the county is maintaining the easement on the property for possible future recreational development.

Possible Action:

- Engage with the property owner to update the current agreement to address liability / insurance concerns. Advice received from Sherry Spencer, Commercial Insurance Advisor outlines (Appendix A): "Without an Agreement specifying the transfer of risk, both the county and the private owner could be pulled into a claim should someone be injured on the easement, but as the Agreement stands now, the County policy would not cover the owner as Additional Insured." In the opinion of Sherry Spencer: "the onus is all on the homeowners if someone were to be injured." The opinion of our solicitor Marc Dunning was acquired as well. He indicated (Appendix B) "With respect to liability it would depend on the particular circumstances. For example, if the Municipality developed the easement lands as a walking trail and someone was injured while using the trail it would most likely be the Municipality's responsibility. Usually, responsibility for care, maintenance and upkeep, as well as liability, is addressed in the easement agreement but that is not the case here."

Benefits:

- The county will retain right of way access along the Annapolis River. This would assist in any future recreational development. Note: the easement describes that the right-of-way is "solely for non-motorized trail use by the general public."

Possible undesirable affects:

- The property owners may be liable if someone were to be injured on their property (likely more so if the easement area is not developed).
- The property owners may not agree with the decision, and potentially sell and leave the area.

Option 2: Remove the easement from property (PID 05199708) and approach all affected property owners.

Actions Required:

- Engage with the property owners and reach an agreement and execute and register a release of easement agreement. Costs to prepare that (by solicitor quote Appendix B) would be approximately \$500 + HST plus a \$100 registration fee.
- Engage with the other affected property owners and offer removal of the easement. No others to date have indicated they wanted the easement removed and/or any issues with it.

Possible Action:

- Identifying clearly with signage where the easement area ends at the property line of the PID the easement was removed.

Benefits:

- Some liability concerns would be addressed. PID 05199708 and possibly the other affected properties would no longer have an easement on the property held by the municipality.
- The county maintains a positive relationship with the property owners requesting the removal of the easement.

Possible Undesirable affects:

- Any future recreational development of the area will be limited to ending at the described PID (i.e., if a park were developed in the future, a walking path could be formally established and maintained however it would end at the last easement.
- If a future easement is desired; the likelihood of acquiring one is slim to none with the current property owner's viewpoint.
- Other affected property owners may want to follow suit and have their easement removed. For example as indicated by Mr. Dunning; ", if it released the easement on the [REDACTED] property (a middle one) the easement would be "broken" because it will no longer be continuous from property to property and its value as an easement would be very limited."
- The locals that have been historically using the "unofficial" walking path/easement area will continue to walk the path regardless of an easement present or not and may continue to cause negative relationships with the property owners and others. Not a concern that would directly affect the

county but a concern for the owners that requested the removal of the easement.

Option 3: Remove all easements and sell the property the county owns if no future development is planned.

Further Considerations: Does the municipality plan to develop the area in the future and what is the purpose? Risk Management of liability issues for current and future.

- From a recreational view the property could be developed as a small riverside park with a short walking path along the river. If so, there would be no parking available (street parking only) as the entrance to the PID the county owns for development is quite narrow, but would allow for a pathway to the larger portion of the property the county owns. The county does have a similar type situation (park/playground) in Nictaux where users either walk or park on the road to access the playground there.
- Continuation of a walking trail to the west for connectivity along the river would be met with R-5 Rural zoned land. There are a few buildings there and a large field and is met to the west by a single vehicle lane bridge across the river.
- Development of a recreational space could benefit local residents and visitors from a health and wellness view. It could also be used to promote the river, environment, etc.
- Development of a recreational space is permitted according to the current Annapolis County East End Area Land Use Bylaw Section 7.25 (provided all other applicable requirements are met). Further direction should be acquired from the planning department if desired.
- Cost, staffing and maintenance concerns should also be considered if plans to develop a park are decided.
- The property owner is in a more liable position with the land owned by the county not currently developed; if the county develops and maintains the land the liability would more so likely fall with the county. In all likelihood, both the county and property owners would be in a liable situation.

The removal of the easement(s) would not greatly affect the development of a small park in the future. It would ultimately depend on the intended future use of the land and if connectivity would be sought after to land to the west.

FINANCIAL IMPLICATIONS

Option 1: Currently none.

Option 2: Costs to prepare release of easement documents would be approximately \$500 + HST plus a \$100 registration fee. This was quoted for the one owner requesting the removal of the easement only. This cost may increase if the other affected property owners wish to have theirs removed as well.

Option 3: Unknown at this time.

POLICY IMPLICATIONS

None

ALTERNATIVES/OPTIONS

- Presented in Discussion section.

NEXT STEPS

1. Direct staff in accordance with which option is decided upon by council.
2. Follow up as appropriate to the decision.
3. Inform property owners of decision.

ATTACHMENTS

Appendix A: Advice received from Sherry Spencer, Commercial Insurance Advisor

Appendix B: Information from solicitor (Mr. Dunning).

Appendix C: Warranty Deed.

Appendix D: Easement Agreement.

Appendix E: Map – River Pines Estates.

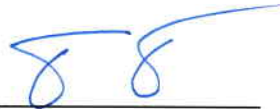
Appendix F: Map – Property in relation to County owned parks in the area.

Report Prepared by: Nancy Chisholm, Recreation Coordinator and Alternate REMO Coordinator.

Report Reviewed by: Dawn Campbell

Dawn Campbell, Director of Legislative Services and Deputy CAO

Report Approved by:



CAO David Dick, CPA CA

Appendix A – Advice received from Sherry Spencer, Commercial Insurance Advisor

As in all legal cases it would come back to the agreement. This should probably be updated to provide protection to the homeowner if that was the original intent.

A certificate of insurance at this point would only provide proof of insurance as the agreement does not indicate anything about the homeowners being added as additional insured.

Right now, as it stands, the onus is all on the homeowners if someone were to be injured.

Please let me know if you have any further questions.

 **Sherry Spencer, CAIB (Hons)**
Commercial Insurance Advisor | BrokerLink
T: 902-678-6277 ext. 45209 | F: 902-678-1810 | sspencer@brokerlink.ca
Brokerlink Inc., P.O. Box 880 Kentville NS B4N 4H8
Branch hours: Mon-Fri: 8:30 am- 5:00 pm
Extended calling hours: Mon-Fri: 8 am-8 pm, Sat: 9am-4 pm
Visit us online: BrokerLink.ca     

*****PLEASE NOTE MY NEW EMAIL ADDRESS*****

KINCENTRIC
Best Employer
CANADA 2019

From: Nancy Steele [<mailto:nsteele@brokerlink.ca>]
Sent: Tuesday, July 6, 2021 9:48 AM
To: Nancy Comeau <NComeau@annapoliscounty.ca>
Subject: FW: Trail Easements - Liability Coverage?

Hi Nancy,

Further to yesterday's email below, I now have the comments from the underwriting department for consideration:

"Without an Agreement specifying the transfer of risk, both the County and the private owner could be pulled into a claim should someone be injured on the easement, but as the Agreement stands now, the County policy would not cover the owner as Additional Insured."

Upon review, if you require anything further, please let me know.

Thanks,

 **Nancy Steele, CAIB (Hons)**
Commercial Account Manager | BrokerLink
T: 902-678-6277 ext. 45201 | F: 902-678-1810 | nsteele@brokerlink.ca
Brokerlink Inc. | 6 Masters Avenue, Kentville, Nova Scotia B4N 4H8
Branch hours: Mon-Fri: 8:30 am-5:00 pm
Extended calling hours: Mon-Fri: 8 am-8 pm, Sat: 9am-4 pm
Visit us online: BrokerLink.ca     

** Please note my change of name and updated email address**

Please see below comments provided the Risk Management for your review:

"Review of Trail Easement Agreement"

It is our understanding that the County of Annapolis has easements over private property for the purpose of public trail use

This agreement does not contain any requirements for the County to provide insurance or indemnify the landowner

With the agreement as it currently is, I don't think the County's policies would cover if someone were injured on the private property.

They will likely need to add an indemnification clause where the County agrees to indemnify the Owner as well as a requirement for the County to include the Owner as additional insured to their liability policy."

They also indicated that the underwriting department is reviewing and I will forward their comments upon receipt.

Thanks,

 **Nancy Steele, CAIB (Hons)**
Commercial Account Manager | BrokerLink
T: 902-678-6277 ext. 45201 | F: 902-678-1810 | nsteele@brokerlink.ca
Brokerlink Inc. | 6 Masters Avenue, Kentville, Nova Scotia B4N 4H8
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**** Please note my change of name and updated email address****

3

Appendix B - Information from solicitor (Mr. Dunning).

There is no easement registered on the [REDACTED] property (PID 05199708). There should be but it appears to have been missed by the lawyer who did the migration in 2005 ([REDACTED]).

If the Municipality wants to have the easement registered against the [REDACTED] property, as it should be, this would involve contacting Mr. [REDACTED] and having him correct his error.

The process to remove an easement involves reaching an agreement with the affected property owner and executing and registering a release of easement agreement. The cost to prepare that would be approx. \$500 + HST plus a \$100 registration fee.

In determining what the Municipality wants to do it should consider the reason for obtaining the easement in the first place. Presumably it was for long-term holding or strategic development purposes. Its importance may depend on how the area is developed, in particular what happens to the parcel to the west of the Reece property. If the Municipality releases an easement the only way it can get it back is to negotiate with the land owner and they may refuse or demand a high price.

The Municipality should also consider what happens if it agrees to discharge the easement on only one property. For example, if it released the easement on the [REDACTED] property the easement would be "broken" because it will no longer be continuous from property to property and its value as an easement would be very limited.

With respect to liability it would depend on the particular circumstances. For example, if the Municipality developed the easement lands as a walking trail and someone was injured while using the trail it would most likely be the Municipality's responsibility. Usually, responsibility for care, maintenance and upkeep, as well as liability, is addressed in the easement agreement but that is not the case here.

The Community Easements Act does not apply because this easement was not created under that Act.

Let me know if this provides you with the information you require or if you have any questions or require anything further.

Regards,

Marc Dunning, P.Eng., LLB
Partner

300 - 1801 Hollis Street
PO Box 1054
Halifax NS B3J 2X6
Direct 902.482.7017

Tel 902.429.4111 ext. 358 | Fax 902.429.8215

mdunning@wickwireholm.com | wickwireholm.com


wickwire holm
BARRISTERS SOLICITORS

ANAPOLIS COUNTY SOCIETY OF DEEDS	392	584	693-696
I certify that this document	Document #	Book	Page
was registered as shown here			
Electronic Entry	Register	FEB 24 1999	9:09 am

000693

THIS WARRANTY DEED made this 6th day of January, 1999,

BETWEEN:

ANDREW BY-THE-LAKE DEVELOPMENT COMPANY LIMITED, a body corporate, with head office at 16 Oakmount Drive, Bedford, Nova Scotia,

(hereinafter called the "GRANTOR")

- AND -

THE MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, a body corporate under the provisions of the Municipal Act, with head office at Annapolis Royal, Annapolis County, Nova Scotia,

(hereinafter called the "GRANTEE")

THIS INDENTURE WITNESSETH that in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration;

THE GRANTOR hereby conveys to the Grantee the lands described in Schedule "A" to this Warranty Deed and hereby consents to this disposition pursuant to the Matrimonial Property Act of Nova Scotia.

THE GRANTOR covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has good title in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may be reasonably required.

IN THIS WARRANTY DEED the singular includes the plural and the masculine includes the feminine, with the intent that this Warranty Deed shall be read with all appropriate changes of number and gender.

000034
PROVINCE OF NOVA SCOTIA)
COUNTY OF KINGS)

ON THIS 6th day of January, 1999, before me, the subscriber personally came and appeared GAIL L. MACMILLAN, a subscribing witness to the foregoing Deed, who having been by me duly sworn, made oath and said that **ANDREW BY-THE-LAKE DEVELOPMENT COMPANY LIMITED**, the Grantor herein, caused the same to be executed and its corporate seal to be thereunto affixed by its proper officer duly authorized in her/his presence.



A COMMISSIONER OF THE SUPREME COURT
OF NOVA SCOTIA

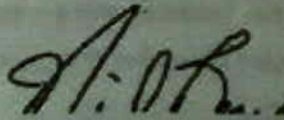
DAVID A. PROUDFOOT
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA)
COUNTY OF KINGS)

I, **NEIL BERGMAN**, of Bedford, in the County of Halifax, and Province of Nova Scotia, make oath and say as follows:

1. THAT I am the President of Andrew By-The-Lake Development Limited ("the Company") and as such have a personal knowledge of the matters herein deposed to.
2. THAT for the purpose of this my Affidavit, "matrimonial home" means dwelling and real property occupied by a person and that person's spouse as their family residence.
3. THAT the lands described in the within instrument are not occupied by any shareholder as a dwelling nor is any shareholder entitled to use the lands as a dwelling and the lands have never been so occupied while the lands have been owned by the Company.

SWORN TO, before me, at
Greenwood, in the County of
Kings and Province of Nova
Scotia, this 6th day
of January, 1999,)



SCHEDULE "A"**000695**

ALL that certain lot of land, lying and being at Wilmot, in the County of Annapolis and Province of Nova Scotia, shown and delineated as Lot 102 (open space) on a Plan of Survey of River Pines Estates dated the 20th day of March, 1998, and surveyed by Rebecca Ritchie, M.S.L.S., and filed at the Registry of Deeds for Annapolis County, as Plan No. P-8827, said Lot 102 (open space) being more particularly described as follows:

BEGINNING at a survey marker found on the northern boundary of Dr. Lewis Johnston Street and being the most southwesterly corner of Lot 102 (open space) described herein and the most southerly corner of Lot 20;

THENCE running North 26° 04' 10" East a distance of 215.00 feet to a survey marker;

THENCE running North 30° 45' 59" West a distance of 435.83 feet to a survey marker;

THENCE running North 03° 00' 00" East a distance of 109.82 feet to a survey marker;

THENCE running North 03° 00' 00" East a distance of 12 feet, more or less, to the high water mark of the Annapolis River;

THENCE running in a southerly direction along the course of the high water mark of the Annapolis River a distance of 520 feet, more or less, to a point 30 feet, more or less, from a survey marker found on a bearing South 25° 04' 10" West;

THENCE running South 25° 04' 10" West a distance of 30 feet, more or less, to a survey marker;

THENCE running South 25° 04' 10" West a distance of 271.72 feet to a survey marker found on the northern boundary of Dr. Lewis Johnston Street;

THENCE running North 64° 55' 50" West along the northern boundary of Dr. Lewis Johnston Street a distance of 20.00 feet to the place of beginning.

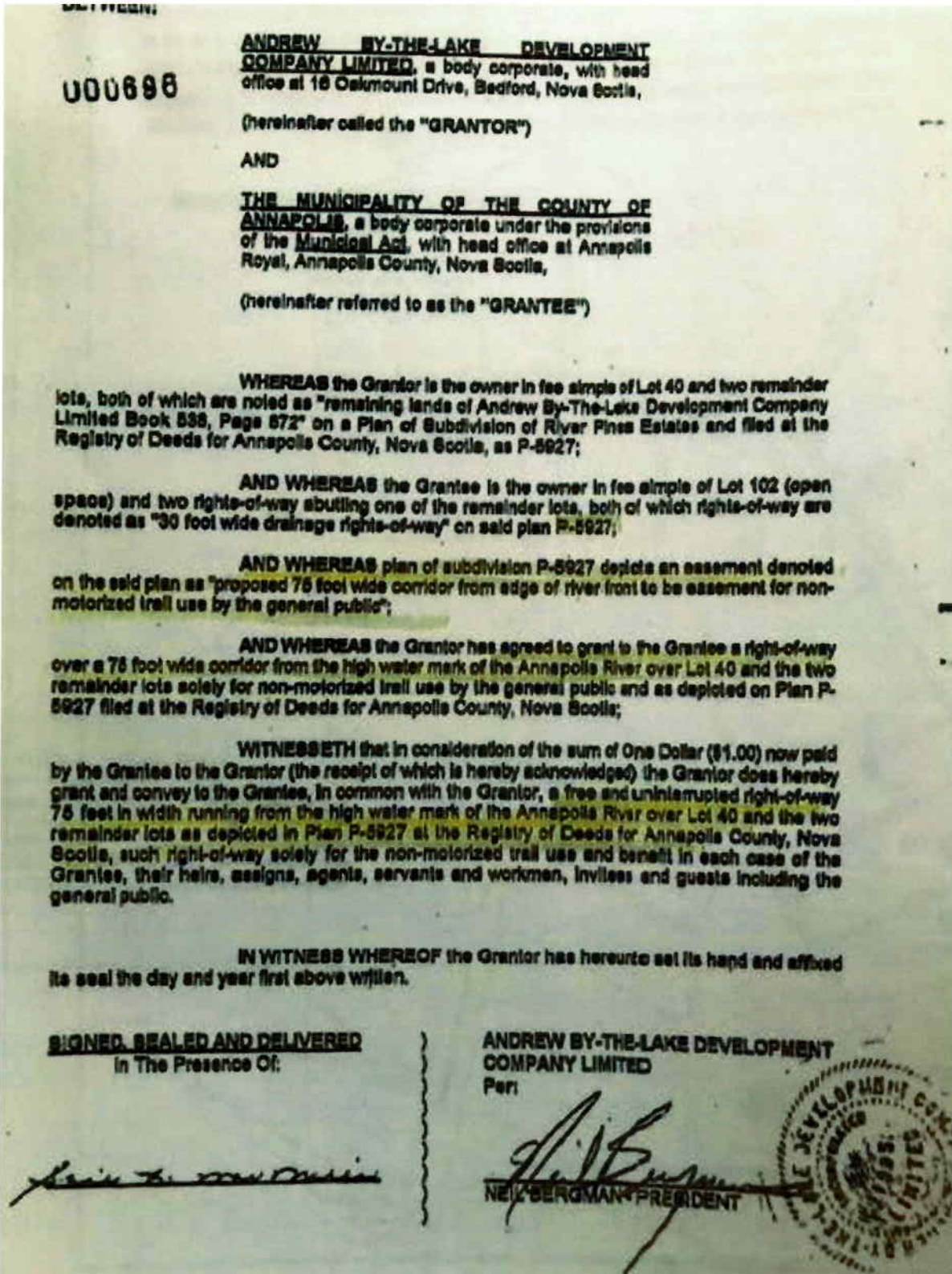
CONTAINING an area of approximately 48,500 square feet.

BEING AND INTENDED TO BE a portion of those lands conveyed to Neil Bergman by Deed registered in the Registry of Deeds for Annapolis County, Nova Scotia, at Book 482, Page 165.

ALSO BEING AND INTENDED TO BE a portion of those lands conveyed by Neil Bergman to Andrew By-The-Lake Development Company Limited by Deed registered in the said Registry of Deeds at Book 538, Page 672.



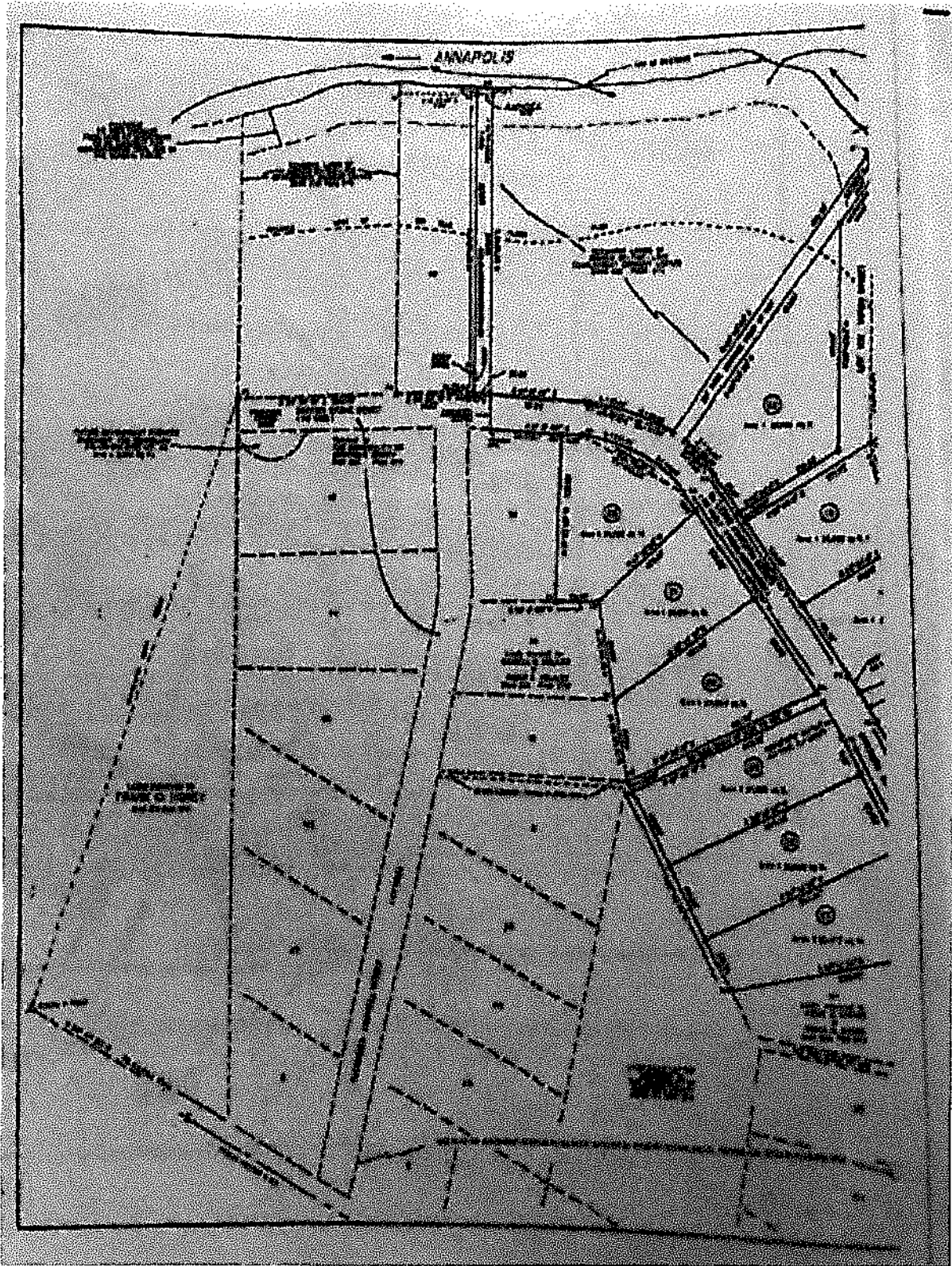
Appendix D – Easement Agreement

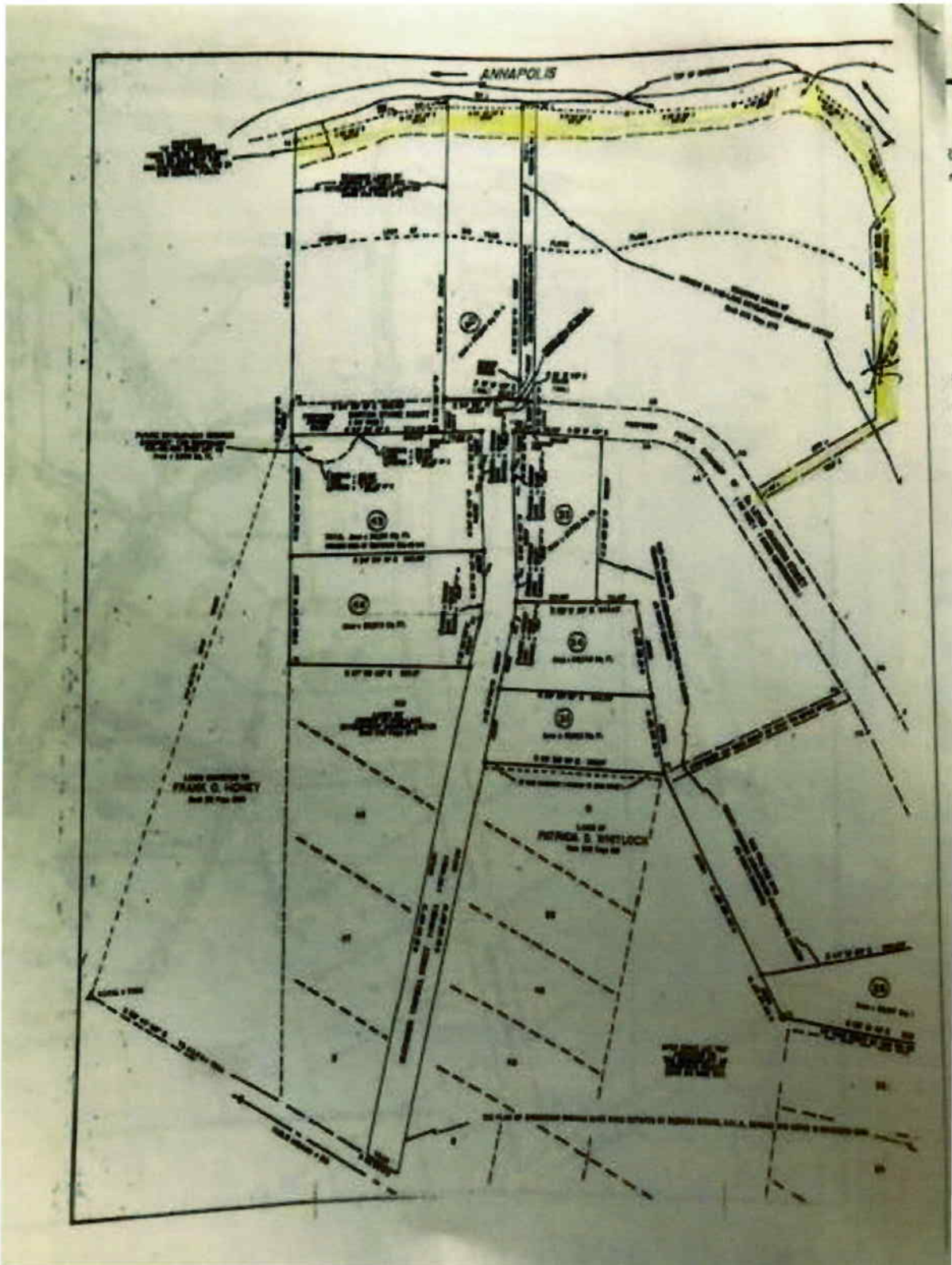


On this _____ day of January, 1999, before me, personally came and appeared, GAIL L. MATHIAS, a subscribing witness to the foregoing Grant of Right-of-Way who, having been by me duly sworn, made oath and said that ANDREW BY-THE-LAKE DEVELOPMENT COMPANY LIMITED, the Grantor herein, caused the same to be executed and its corporate seal to be thereunto affixed by its proper officer duly authorized in his/her presence.


A COMMISSIONER OF THE SUPREME COURT
OF NOVA SCOTIA

DAVID A. PROUDFOOT
A Barrister of the Supreme
Court of Nova Scotia

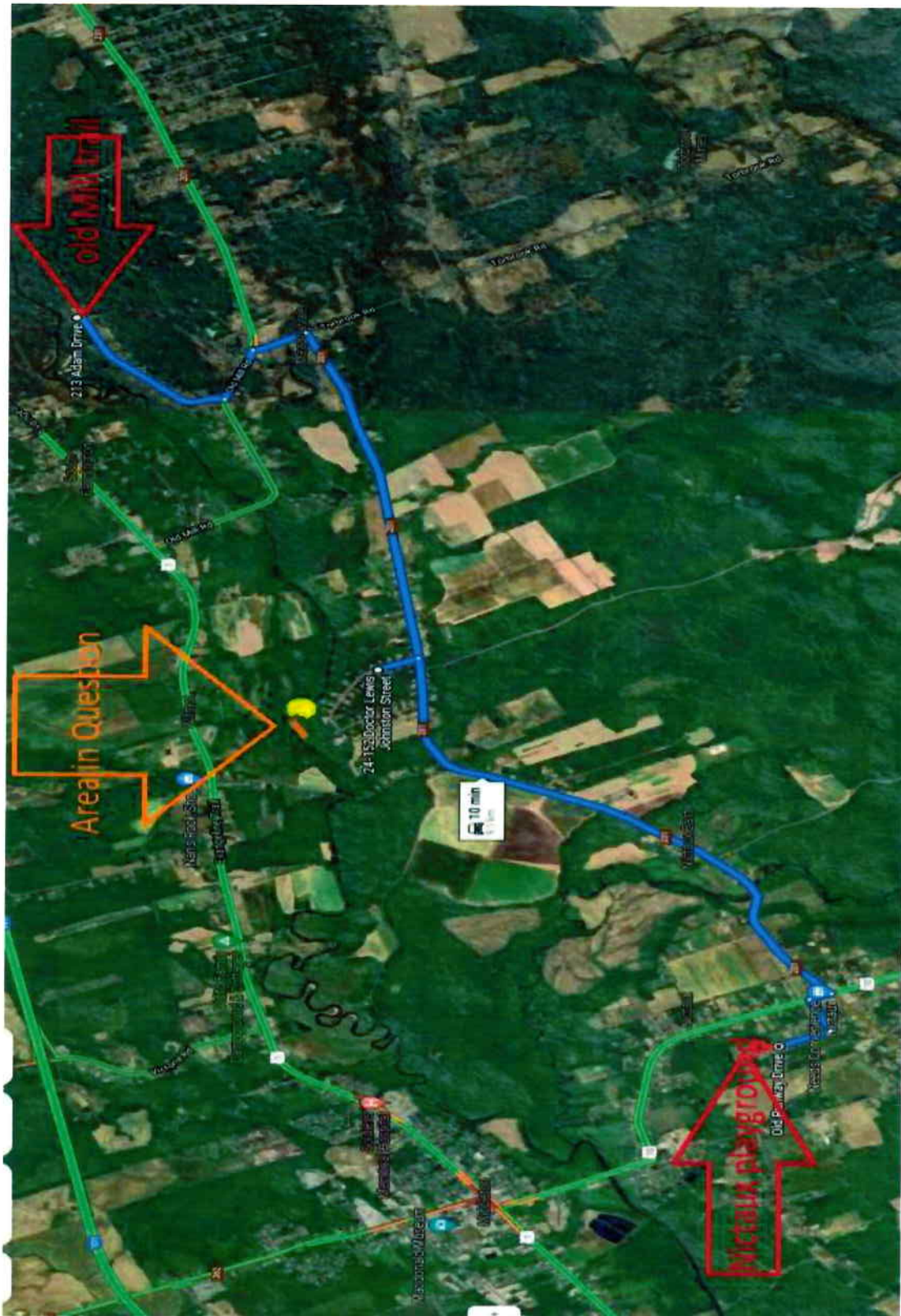




Appendix E - Map – River Pines Estates



Appendix F: Map – Property in relation to County owned parks in the area.





COUNTY of ANNAPOLIS
HARVESTING THE BEST

RECOMMENDATION REPORT

To: Committee of the Whole

Prepared by: Cheryl Mason, Manager of Protective Services/Fire Services Coordinator

Reviewed by: Dawn Campbell, Director of Legislative Services

Approved by: David Dick, Chief Administrative Officer

Date: December 14, 2021

Subject: AM-1.4.2.1 Fire Response Services Policy - Amend

RECOMMENDATION

THAT municipal council amend AM-1.4.2.1 Fire Response Services Policy to read Fire and Emergency Services Policy with amendments as circulated (seven-day notice).

LEGISLATIVE AUTHORITY

Part X, Section 296, *Municipal Government Act* as amended

BACKGROUND

The Policy is outdated and requires updating in name and for better clarity regarding registration and funding procedures for fire departments and Annapolis County Ground Search and Rescue Association.

DISCUSSION

None

FINANCIAL IMPLICATIONS

The amendments have no financial impact

POLICY IMPLICATIONS

None known

ALTERNATIVES/OPTIONS

None known

.../2

NEXT STEPS

Upon approval from Municipal Council, a copy of the amended policy will be provided to all the fire department Chiefs as well as the President of the Ground Search and Rescue Association.

ATTACHMENTS

- 1 – Current Policy, Pages 1 - 14
- 2 – Proposed Amended Policy, Pages 1 - 16

Report Prepared by: Cheryl Mason

Cheryl Mason, Manager of Protective Services/Fire Services
Coordinator

Report Reviewed by: Dawn Campbell

Dawn Campbell, Director of Legislative

Report Approved by: 

CAO David Dick, CPA CA

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL		AM -1.4.2.1
Section Municipal Services - Protective	Subject Fire Response Services Policy	

1. APPLICATION

This policy establishes the roles and responsibilities of the Municipality and its volunteer fire 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

3.1 "Association" means Annapolis County Fire Service Association;

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 "fire response services provider" or "service providers" includes organizations which provide one or more fire response and/or non-fire emergency services;

3.4 "Municipality" means the Municipality of the County of Annapolis

3.5 "mutual aid provider" means a fire response provider which may be called for assistance and support at the request of a primary service provider;

3.6 "primary fire response services" or "primary service providers" means fire response services providers which are intended to be called first by emergency services dispatchers for the provision of fire suppression service in a defined territory in the Municipality of the County of Annapolis;

3.7 "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 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.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL		AM -1.4.2.1
Section Municipal Services - Protective	Subject Fire Response Services Policy	

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.
- 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 AND LOAN GUARANTEES

- 6.1** It is the policy of the Municipality to maintain a capital reserve account for or provide loan guarantees at the request of a registered primary fire services provider, subject to Municipal Council being satisfied that the grant or loan 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 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 guarantee any loan if, in the opinion of Municipal Council, the loan will create an undue risk of a financial problem or liability for the Municipality or the requesting department.
- 6.3** The Municipality shall not guarantee any loan 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.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL		AM -1.4.2.1
Section Municipal Services - Protective	Subject Fire Response Services Policy	

- 6.4 Loan guarantees 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 or loan guarantee 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 or loan guarantee request:
- a description of the capital asset and the total capital cost (including whenever possible three (3) quotes from potential providers); 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 awareness from the 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 (certified copy of the resolution passed when a quorum of department members were present)., and
 - confirmation that the Municipality will be listed as an additionally named insured for the asset.
- 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 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".

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL		AM -1.4.2.1
Section Municipal Services - Protective	Subject Fire Response Services Policy	

- 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, and a copy of the application form for mutual aid providers is attached as Schedule "B". A service provider registered in 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 body corporate or a municipal fire department 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 **\$2,000,000** in liability insurance for the vehicles it owns or operates and a minimum of **\$2,000,000** 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 **February 1st** 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 **April 1st** 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) be registered as an incorporated society with the Registry of Joint Stock Companies (NS);
 - (b) submit timely and accurate reports (at least annually) regarding but not limited to training, incidents, and fire suppression / prevention activities.

MUNICIPALITY OF THE COUNTY OF ANNAPOLIS POLICY AND ADMINISTRATION MANUAL		AM -1.4.2.1
Section Municipal Services - Protective	Subject Fire Response Services Policy	

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 the same type of financial statements as required by the Registry of Joint Stocks.

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 amended by Municipal Council as indicated below:
Seven (7) Day Notice..... June 9, 2015
Council Approval June 16, 2015

Carolyn Young June 16, 2015
Municipal Clerk Date
At Annapolis Royal Nova Scotia

Approved January 21, 2014

Amendments:

2015/06/16

Deleted sub-section 7.6 (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;"

And renumbered subsequent sections.

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1. Service Provider Name (as registered with NS Registry of Joint Stocks):

2. Chief Name, Contact Phone Number for Department 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 _____

5. Amounts / Types of Insurance (provide copies)

6. Communities or Area protected by the Service Provider (County Fire Districts, in the case of Fire Departments):

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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 circling the appropriate reference.)

Emergency Services	Level of Service Provided	Accepted for Registration (Y/N)
7. 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
8. Medical Emergencies (attach copy of registration)	<input type="checkbox"/> Registered 1 st Responder <input type="checkbox"/> Medical Assistance N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
9. Vehicle Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
10. Water Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
11. Ice Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
12. Structural Collapse	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
13. Excavation Collapse	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
14. High Angle Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
15. Hazardous Material	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
16. Ground Search and Rescue	<input type="checkbox"/> Technician <input type="checkbox"/> Operational <input type="checkbox"/> Awareness N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
17. Confined Space Entry	<input type="checkbox"/> Provider Assistance N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
18. Confined Space Rescue	<input type="checkbox"/> Provider Assistance N/A	<input type="checkbox"/> Y <input type="checkbox"/> N

19. Number of Active Members _____

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Please refer to the "Evaluation of Services Provided and Level of Service" information attached, in answering the following questions:

- 20. 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:**

- 21. Does the Service Provider have the equipment to perform the services checked above?**

- 22. 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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- 23. Have you provided reports regarding incidents and fire suppression / prevention activities for the previous fiscal year? ☐ Yes ☐ No**

If no, please explain:
--

Date:	Date:
Signature:	Signature:
Printed Name and Position of Emergency Service Provider Representative	Printed Name Chief Administrative Officer, 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 technicians 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.

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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 the 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 AND LOAN GUARANTEES FOR FIRE SERVICE PROVIDERS

- 6.1 It is the policy of the Municipality to maintain a capital reserve account for ~~or provide loan guarantees at the request of a~~ registered primary fire services providers to request, subject to Municipal Council being satisfied that the grant ~~or loan~~ is for:
- (e) necessary buildings, fire trucks, or equipment to enable fire departments to provide County-funded services;
 - (f) a fire truck approved in accordance with a purchasing schedule endorsed by the Fire Services Association and approved by Municipal Council;
 - (g) buildings, fire trucks, or equipment that is not unduly duplicative of other plant and equipment available within or near the Municipality; and
 - (h) 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 ~~guarantee any loan~~ if, in the opinion of Municipal Council, the purchase ~~loan~~ 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 ~~guarantee any loan~~ 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 ~~Loan guarantees~~ 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 ~~or loan guarantee~~ shall be considered for any purchase for which an agreement to purchase has already been made with the supplier.

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6.7 A fire department shall include the following in its capital grant ~~or loan guarantee~~ request:

- 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"**.

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- 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, ~~and a copy of the application form for mutual aid providers is attached as Schedule "B"~~. A service provider registered in 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 ~~body corporate or a municipal~~ fire department ~~and/or emergency service provider~~ that complies with the requirements of the *Municipal Government Act* and this Policy if:
- (e) 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;
 - (f) it does not provide fire response and emergency services for profit;
 - (g) 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
 - (h) 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 ~~February 1st~~ **July 1st** 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 ~~April 1st~~ **September 1st** 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:

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(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;

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 ~~the same type of financial statements as required by the Registry of Joint Stocks of Nova Scotia~~ 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.

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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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Nature of Services Provided:

(Please indicate the nature of Emergency Services provided and the level of service provided by marking circling 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 st Responder <input type="checkbox"/> Medical Assistance <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N 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"/> Technician <input checked="" type="checkbox"/> Provider <input type="checkbox"/> Operational Assistance <input type="checkbox"/> Awareness <input type="checkbox"/> N/A	<input type="checkbox"/> Y <input type="checkbox"/> N
16. Confined Space Entry	<input type="checkbox"/> Provider <input checked="" 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 checked="" 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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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.



COUNTY of ANNAPOLIS
ANNE ARUNDEL COUNTY

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Dawn Campbell, Director of Legislative Services
Approved by: David Dick, Chief Administrative Officer
Date: December 14, 2021
Subject: A1 Dog Bylaw First Notice to Amend

RECOMMENDATION

That Municipal Council give first reading to amend *A1 Dog Bylaw* by increasing minimum fines.

LEGISLATIVE AUTHORITY

Sections 175-179 of the *Municipal Government Act*, as amended.

BACKGROUND

Proposed amendments to the *A1 Dog Bylaw* will increase the minimum fine for a first offence and add additional higher fines for second and third / subsequent offences. Several other municipalities have adopted this as a deterrent for contravening the bylaw, and especially for habitual contravention.

FINANCIAL IMPLICATIONS

Small increase in fine revenues anticipated

POLICY IMPLICATIONS

N/A

ALTERNATIVES / OPTIONS

No other options recommended

NEXT STEPS

Normal statutory requirements (Two readings / two publications)

ATTACHMENTS

A1 Dog Bylaw (with suggested amendments)

Report Prepared by: 
Director of Legislative Services and HR

Report Approved by: 
CAO David Dick, CPA CA

A1 Dog Bylaw

The Municipal Council of the Municipality of the County of Annapolis under the authority vested in it by Sections 175-179 of the *Municipal Government Act* enacts as follows:

Title

1. This Bylaw may be cited as *A1 Dog Bylaw*, the "Dog Bylaw."

Definitions

2. In this Bylaw words and phrases have the same meaning as in the *Municipal Government Act* or as provided below:
 - (1) "at large" means:
 - (a) off the premises of the owner without being on a leash or under the effective care and control at all times of a responsible and capable person; or
 - (b) on a tether of sufficient length to permit the dog to wander beyond the property boundaries of the premises of the owner
 - (2) "destroy" means kill;
 - (3) "dog" has the same meaning as in the *Municipal Government Act* or successor legislation from time to time;
 - (4) "domestic animal" includes pets and farm animals;
 - (5) "extraordinary expense" means any expense incurred by Municipal Staff in relation to a dog except for provision of food and shelter;
 - (6) "fierce or dangerous dog" means any dog:
 - (a) that, in the absence of a mitigating factor as defined herein, has attacked or injured a person;
 - (b) that, in the absence of a mitigating factor as defined herein, has attacked or injured a domestic animal;
 - (c) that, in the absence of a mitigating factor as defined herein, approaches any person or domestic animal in an apparent attitude of attack upon streets, sidewalks, any public grounds or places, or on private property other than the property of the owner;
 - (d) trained or used for dog fighting; or
 - (e) that is rabid or appears to be rabid or exhibiting symptoms of canine madness.
 - (7) "impound" means to seize and hold in custody;
 - (8) "mitigating factor" means a circumstance that may excuse the dangerous behaviour of a dog and, without limiting the generality of the foregoing, may include:
 - (a) aggressive behavior while acting in defence of an attack by a person or domestic animal;
 - (b) aggressive behaviour while acting in defence of its young;
 - (c) aggressive behavior as a reaction to a person or domestic animal trespassing on the property of its owner;
 - (d) aggressive behaviour resulting from being teased, provoked, or tormented;
 - (e) aggressive behavior caused by the complainant leaving food or attractants of any type out of doors;
 - (f) the dog is a professionally trained dog lawfully engaged in law enforcement duties under the control of a law enforcement officer.
 - (9) "Municipality" means the Municipality of the County of Annapolis;
 - (10) "Municipal Staff" means a municipal employee designated by the Chief Administrative Officer (CAO) to act on the Municipality's behalf for the purpose of this Bylaw or a peace officer designated to act on the Municipality's behalf for the purpose of this Bylaw;
 - (11) "owner" has the same meaning as in the *Municipal Government Act* or successor legislation from time to time.

A1 Dog Bylaw

Registration

3. County residents have the option to register their dog and receive a dog tag on a volunteer basis for a one-time fee as set by Municipal Council from time to time by policy or motion.
4. The registration can be transferred to a subsequent dog, with the registration information updated.
5. A fee as set by Municipal Council from time to time by policy or motion is required for a replacement tag.
6. Residents may register their dog and receive a tag at the Lawrencetown, Bridgetown or Annapolis Royal Municipal Offices.

Administration of Bylaw

7. Municipal Staff shall be responsible for the enforcement of this Bylaw.
8. Municipal Staff shall collect on behalf of the Municipality any impounding fees, daily pound fees and any other additional expenses, charges or fees as are authorized in this Bylaw.

Contravention of Bylaw

9. Every owner:
 - (1) whose dog runs at large; or
 - (2) whose dog has attacked or injured a person; or
 - (3) whose dog has attacked or injured a domestic animal; or
 - (4) who fails to comply with a notice to muzzle, securely leash, and ensure that the dog is under the control of a person not under 18 years of age when the dog is off the property of the owner the dog; or
 - (5) 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 way out of while it is on the property of the owner; or
 - (6) who fails to remove the feces of his / her dog from public property or private property other than the owners; or
 - (7) whose dog persistently disturbs the quiet of the neighbourhood by barking, howling or otherwise; or
 - (8) who owns, keeps or harbours a fierce or dangerous dog

is guilty of an offence under this Bylaw. Each contravention is a separate offence and subject to a separate charge.

Dogs at Large

10. Municipal Staff may, without notice to or complaint against the owner, impound any dog that runs at large contrary to this Bylaw.
11. When a dog is impounded Municipal Staff shall check for a tag or electronic identification device. If a tag or electronic identification device is found, Municipal Staff shall make at least one attempt to contact the owner of the dog. However, it remains the responsibility of the owner of a missing dog to contact Municipal Staff to ascertain whether the dog has been impounded.
12. Any dog which has not been recovered by its owner at the expiry of a period of 72 hours after being impounded may be given away or destroyed.
13. Whenever the 72 hours of impounding time expires on a weekend or holiday, Municipal Staff shall hold such dog until the expiry of the first business day following the weekend or holiday to permit the owner to recover the dog.
14. Where a dog is injured, ill or diseased before or after being impounded such that in the opinion of Municipal Staff it should be destroyed without delay for humane reasons, the dog may be destroyed in a humane manner without giving notice to the owner or permitting any person to recover the animal.
15. Where a dog is injured, ill or diseased before or after being impounded such that in the opinion of Municipal Staff it should receive veterinary treatment without delay for humane reasons, the dog may receive treatment without giving notice to the owner or permitting any person to recover the animal prior to receiving treatment.

AI Dog Bylaw

16. Upon verification of proof of ownership, the owner of a dog which has been impounded for being at large may recover the dog after making payment (or satisfactory arrangements for payment) of:
- (1) an impounding fee (as set by Municipal Council from time to time by policy or practice);
 - (2) a daily pound fee (as set by Municipal Council from time to time by policy or practice);
 - (3) all travel expenses incurred by the Municipality;
 - (4) all necessary veterinary costs incurred to care for the dog;
 - (5) reimbursement for any extraordinary expenses incurred by Municipal Staff in relation to the dog; and
 - (6) a mandatory registration fee (tag and / or microchip at the discretion of Municipal Staff).
17. If a dog is not released to its owner, the fees, expenses and costs payable in Section 16 may be recovered by the Municipality from the owner as a debt.
18. In a circumstance that previous warnings or tickets have been given to the owner of a dog which has been at large, Municipal Staff may refuse to permit the owner to recover the dog. Any dog which is not permitted to be recovered by its owner may be given away or destroyed.

Fierce or Dangerous Dogs

19. Where a dog is fierce or dangerous, Municipal Staff may do any one or a combination of the following:
- (1) impound the dog;
 - (2) issue the owner a notice to muzzle, securely leash, and ensure that the dog is under the control of a person not under 18 years of age when the dog is off the property of the owner the dog;
 - (3) issue the owner 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 way out of while it is on the property of the owner;
 - (4) have the dog destroyed without permitting the owner to recover it and issue a notice to the owner informing that the dog has been destroyed.
20. Where a dog poses an imminent danger to a person or a domestic animal, Municipal Staff may:
- (1) have the dog destroyed on sight; or
 - (2) have the dog destroyed after capture.
21. If a notice has been issued to the owner in accordance with Section 19, the owner may recover the dog after making payment (or satisfactory arrangements for payment) of:
- (1) an impounding fee (as fixed by policy or motion);
 - (2) a daily pound fee (as fixed by policy or motion);
 - (3) all travel expenses incurred by the Municipality;
 - (4) all necessary veterinary costs incurred to care for the dog; and
 - (5) reimbursement for any extraordinary expenses incurred by Municipal Staff in relation to the dog;
 - (6) a mandatory registration fee.
22. Where a dog impounded in accordance with Section 19 is injured, ill or diseased before or after being impounded such that in the opinion of Municipal Staff it should be destroyed without delay for humane reasons, the dog may be destroyed in a humane manner without giving notice to the owner or permitting any person to recover the animal.
23. If a dog is destroyed, the fees, expenses and costs payable in Section 21 may be recovered by the Municipality from the owner as a debt.
24. The failure of the owner to comply with any notice issued in accordance with Section 19 shall be an offence under this Bylaw.

A1 Dog Bylaw

Penalty

~~25. Any person who contravenes any provision of this Bylaw is punishable on summary conviction by a fine of not less than \$200.00 and not more than \$1,000 and to imprisonment of not more than three months in default of payment thereof.~~

25. Any person who contravenes any provision of this Bylaw is punishable on summary conviction by a fine of not less than \$200.00 and not more than \$1,000 for a first offence; and not less than \$300.00 and not more than \$1,000 for a second offence; and not less than \$400.00 and not more than \$1,000 for a third or subsequent offence.



Repeals

26. Any previous Dog(s) Bylaws and amendments thereto are repealed upon coming into force of this bylaw.

Clerk's Annotation For Official Bylaw Book	
Date of First Reading	December 14, 2021
Date of Advertisement of Notice of Intent to Consider	PENDING
Date of Second Reading	PENDING
Date of advertisement of Adoption of Bylaw	PENDING *
I certify that this Bylaw was adopted by Municipal Council and published as indicated above.	
	PENDING
Municipal Clerk	Date
*Effective date of the Bylaw unless otherwise specified.	

Enacted June 25, 2015 (replaced and repealed previous bylaw)

Amended January 25, 2018:

- In sub-section 2 (11) replaced "owner" means a person who owns, possesses harbours or has the custody of a dog and, where the owner is a minor, the person who has legal custody of the minor." with "owner" has the same meaning as in the Municipal Government Act or successor legislation from time to time.
- In Section 6 added "Bridgetown"
- In Section 8 added "expenses"
- In sub-sections 9 (4), (5), (6) and (7) added "or"
- In Section 9 replaced
~~Each of (1), (2), or (3) is a separate offence and subject to a separate charge.~~
with
Each contravention is a separate offence and subject to a separate charge.
- Deleted Section 10 "Any person who owns, keeps or harbours a fierce or dangerous dog is guilty of an offence under this Bylaw." and re-numbered subsequent sections
- In Section 12 deleted "sold" and "and, if sold, the proceeds shall belong to the Municipality"
- In Section 14 deleted "or offering it for sale"
- In sub-section 16 (6) added "(tag and / or microchip at the discretion of Municipal Staff)"
- In Section 17 added "expenses and costs"
- In Section 18 added "Any dog which is not permitted to be recovered by its owner may be given away or destroyed"
- In sub-section 19 (4) deleted "destroy the dog or"
- In Section 20 deleted "do any one or a combination of the following"

A1 Dog Bylaw

- In sub-section 20 (1) and (2) deleted "~~destroy the dog or~~"
- In Section 22 replaced "~~18~~" with "~~19~~" and deleted "~~or offering it for sale~~"
- In Section 23 added "~~expenses and costs~~" and replaced "~~20~~" with "~~21~~"
- In Section 24 replaced "~~18~~" with "~~19~~"

Amended January 18, 2021:

Replaced Section

~~25. Any person who contravenes any provision of this Bylaw is punishable on summary conviction by a fine of not less than \$200.00 and not more than \$1,000 and to imprisonment of not more than three months in default of payment thereof.~~

25. Any person who contravenes any provision of this Bylaw is punishable on summary conviction by a fine of not less than \$200.00 and not more than \$1,000 for a first offence; and not less than \$300.00 and not more than \$1,000 for a second offence; and not less than \$400.00 and not more than \$1,000 for a third or subsequent offence.



COUNTY of ANNAPOLIS
WASTEWATER DIVISION

RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Victoria Hamilton, Planner
Reviewed by: Albert Dunphy, Director of Community Development
Approved by: David Dick, Chief Administrative Officer
Date: December 14, 2021
Subject: Refer Application for Alterations to St. Andrew's Anglican Church, 579 Main St. Lawrencetown to the Heritage Advisory Committee

RECOMMENDATION

That Municipal Council refer the substantial alteration application for the replacement of exterior windows for St. Andrew's Anglican Church, 579 Main Street, Lawrencetown to the Heritage Advisory Committee.

ORIGIN

On October 27, 2021 staff received a request for four alterations for St. Andrew's Anglican Church, 579 Main Street, Lawrencetown. The alterations in the application were for a white picket fence, a driveway, a slab on grade foundation and the replacement of the windows. The first three of the four mentioned alterations were considered non-substantial alterations. However, the replacement of the windows being amber glass to clear is considered a substantial alteration.

LEGISLATIVE AUTHORITY FOR THE REVIEW PROCESS

Heritage Property Act Section 17 (3)
Heritage Property Act Section 18 (3)

DISCUSSION (OPTIONS FOR CONSIDERATION)

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

FINANCIAL IMPLICATIONS:

There are no financial implications regarding this application.

NEXT STEPS

Municipality of the County of Annapolis
Recommendation Report – St. Andrews Church Request for Heritage Advisory Committee Meeting

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It is hopeful that the Heritage Advisory Committee will meet in advance of the January 2022 COTW. Upon receipt of a favourable recommendation from the Heritage Advisory Committee, after receiving Council's approval the applicant could commence their restoration. Council should be aware that in accordance with Section 18(3) of the Heritage Property Act should Council reject the application to change the windows, the applicant, after three years, has the right to commence the work without Council's approval.

ATTACHMENTS

- 1) Site map of the property,
- 2) Street view photo of property,
- 3) Photo of windows.

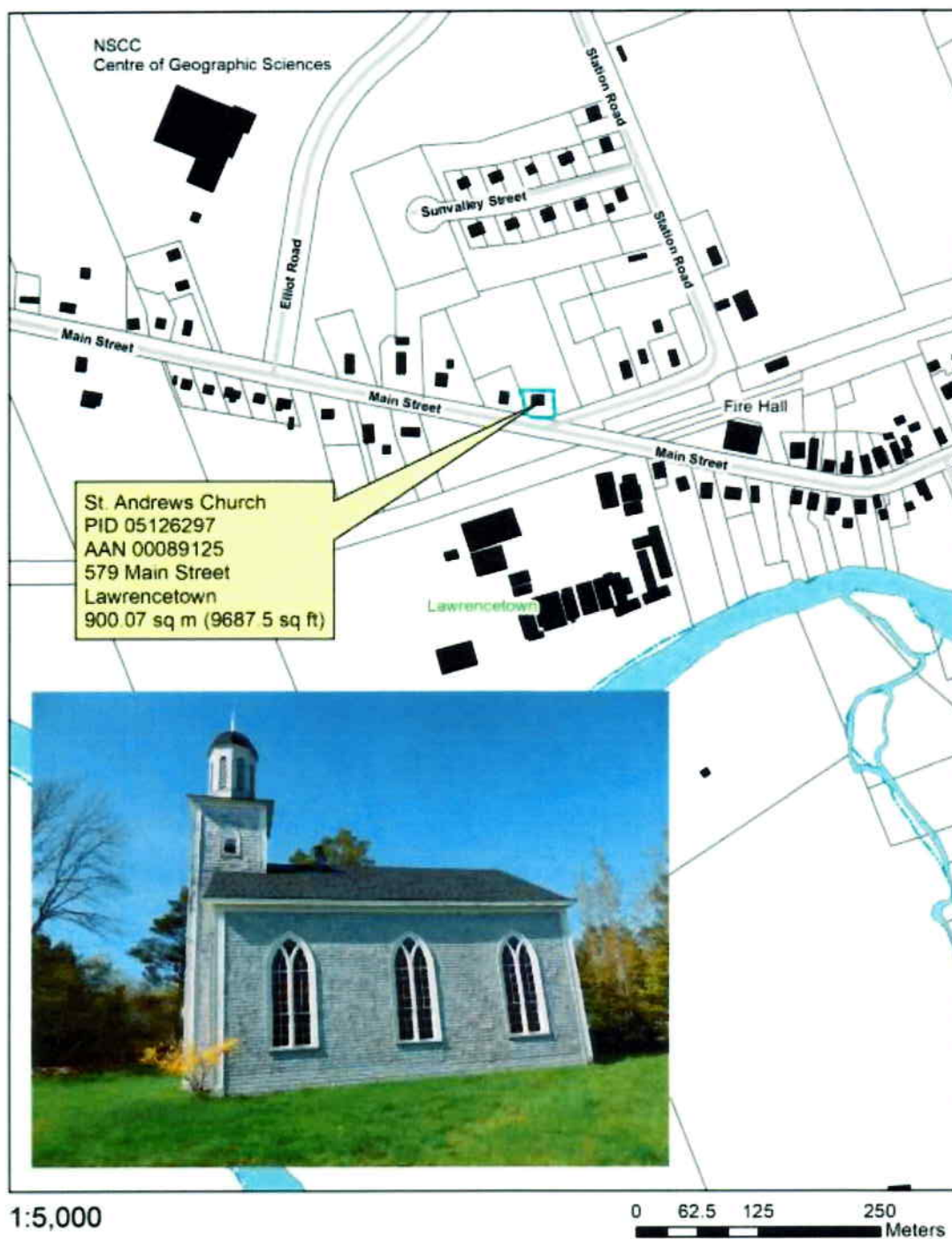
Report Prepared by: *Victoria Hamilton*
Victoria Hamilton
Planner

Report Reviewed by: *Albert Dunphy*
Albert Dunphy MCP, LPP
Director of Community Development

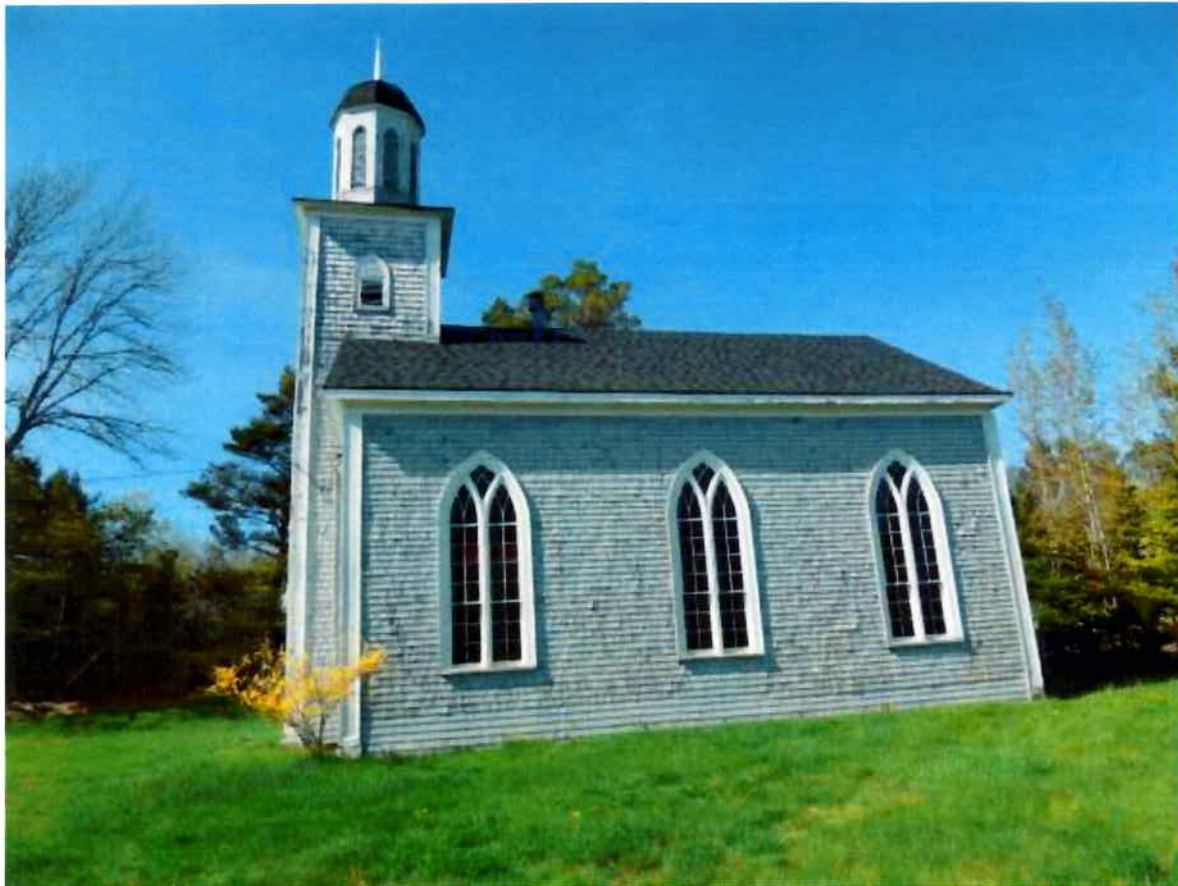
Report Approved by: 

David Dick, CPA CA
Chief Administrative Officer

Schedule 1



Schedule 2

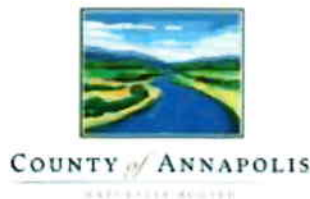


Schedule 3

Municipality of the County of Annapolis
Recommendation Report – St. Andrews Church Request for Heritage Advisory Committee Meeting

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RECOMMENDATION REPORT

To: Committee of the Whole
Prepared by: Victoria Hamilton, Planner
Reviewed by: Albert Dunphy, Director of Community Development
Approved by: David Dick, Chief Administrative Officer
Date: December 14, 2021
Subject: Discharge Development Agreement dated September 18, 1989, for 54 and 58 Church Street, Bridgetown

RECOMMENDATION

That Municipal Council discharge the Development Agreements dated September 18, 1989, for 54 and 58 Church Street, Bridgetown, PID 05149760 and PID 05149778.

ORIGIN/BACKGROUND

A Development Agreement was authorized by the Council for the former Town of Bridgetown on September 18, 1989 to permit the redevelopment of two buildings to multiple unit dwellings. It appears that the property was then subsequently subdivided, but because a development agreement runs with the land, the development agreement was then subsequently applied to both properties. The development of the property was not carried out. Clause 15 of the Development Agreement stipulated that, if the construction of the multiple unit dwellings had not commenced within 200 days of the September 18, 1989 date or if the project was not completed within two years of this date, the Development Agreement would terminate. As per Clause 16 of the Development Agreement, termination of the Development Agreement revoked any permission for any development on both properties. Additionally, Clause 16 also stated that the termination does not operate as a discharge of the Agreement.

LEGISLATIVE AUTHORITY FOR THE REVIEW PROCESS

MGA Section 229 (2): Discharge of Development Agreement

DISCUSSION

The owners of 58 Church Street want to redevelop the property into a form that is different than was envisioned in the 1989 Development Agreement. The owner of 54 Church Street has no plans to develop the property for residential purposes. The 54 Church Street property is currently being used for storage. Additionally, the Development Agreement was invoked through a former Bridgetown Land Use Bylaw. The current Bridgetown Land Use Bylaw states that multiple unit dwellings are as of

Municipality of the County of Annapolis

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2021-12-14 Recommendation Report – Discharge Development Agreement dated September 18, 1989, for 54 and 58 Church Street, Bridgetown

right. However, Clause 16 revokes any permission to redevelop these two properties unless the Development Agreement is discharged.

OPTIONS FOR CONSIDERATION

Council can choose to do nothing. However, this property has been a long standing dangerous and unsightly property. This developer wants to develop nine residential units on 58 Church Street in Bridgetown, and the only way this would be possible is if the current Development Agreement is discharged by Municipal Council. Staff have spoken to owners of both properties and both are in agreement that council discharge the existing 1989 Development Agreement. In accordance with Section 229 (2) of the Municipal Government Act Council may discharge a Development Agreement with or without concurrence of the property owner.

FINANCIAL IMPLICATIONS:

The financial implications associated with discharging the 1989 Development Agreement are the legal fees involved in registering a notice of discharge in the Registry of Deeds. Refer to Schedules 2 and 3 for the draft discharging agreements.

NEXT STEPS:

After a discharge is registered in the Registry of Deeds the developer can proceed with their application to redevelop 58 Church Street into a nine unit apartment building. The owner of 54 Church Street has no intention to redevelop their property and to keep using their property as storage.

ATTACHMENTS:

- 1) Photos of property
- 2) Beals Construction Draft Discharging Agreement
- 3) Blue Lagoon Holdings Inc. Draft Discharging Agreement

Report Prepared by: *Victoria Hamilton*

**Victoria Hamilton
Planner**

Report Reviewed by: *Albert Dunphy*

**Albert Dunphy MCP, LPP
Director of Community Development**

Report Approved by:



**David Dick, CPA CA
Chief Administrative Officer**

Schedule 1



Schedule 2

THIS DISCHARGING AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

PID 05149778 Beals Construction Limited, presently of Bridgetown in the County of Annapolis and Province of Nova Scotia, hereinafter called the "DEVELOPER"

OF THE FIRST PART

and

The Municipality of the County of Annapolis, a municipal body corporate, pursuant to the Municipal Government Act, hereinafter called the "MUNICIPALITY"

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located in the County of Annapolis, known as Property Identification Number 05149778 containing civic number 54 Church Street (hereinafter called the "Property") which lands are described in Schedule "A" of the existing agreement;

AND WHEREAS the previous Council of the Town of Bridgetown approved entering into the September 18, 1989 Development Agreement. The Municipal Council for the Municipality of the County of Annapolis approved the discharge of the existing September 18, 1989 development agreement Document Number 2421 on xxxx.

The Development Agreement is formally discharged.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

SIGNED, SEALED AND ATTESTED

to be the proper signing
officer of Beals Construction
Limited duly authorized
in this behalf, in the presence
of

Witness

SIGNED, SEALED AND ATTESTED

to be the proper signing
officers of the County of
Annapolis duly authorized in
this behalf, in the presence
of:

Witness

) FOR THE DEVELOPER

(Name)

) FOR THE MUNICIPALITY

Per: _____
(Warden)

Per: _____

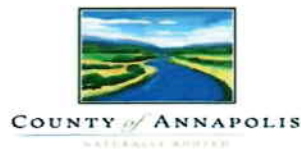
Municipality of the County of Annapolis

2021-12-14 Recommendation Report – Discharge Development Agreement dated September 18, 1989,
for 54 and 58 Church Street, Bridgetown

Page 4 of 6

1

) Per: _____
(Municipal Clerk)



INFORMATION REPORT

To: Committee of the Whole

Submitted by: Linda Bent, Acting Manager of Inspection Services

Approved by: Albert Dunphy, Director of Community Development

Date: December 14, 2021

Subject: Community Development Update – November 2021

PLANNING

1. **Treeline Project Management Ltd. Land Use Bylaw Amendment Application:** Appeal period ended November 10, 2021 and notice was provided to the applicant along with a reminder that due to the nature of this rezoning and the subservient relationship of the proposed use to the main use, the applicant must consolidate the two lots before a municipal development permit can be applied for and approval granted.
2. **Annapolis County Municipal Planning Strategy & Land Use Bylaw Review:** Contract has been signed and staff have a startup meeting December 3, 2021.
3. **Habitation Community Area Advisory Committee:** HCAAC met November 23, 2021. Committee has advanced to the point that staff are now drafting a Municipal Planning Strategy & Land Use Bylaw for review. Next meeting will be at the call of the Chair when the draft MPS/LUB is presented to committee.
4. **Upper Clements Area Municipal Planning Strategy & Land Use Bylaw:** Area Advisory Committee will be holding a meeting December 6, 2021 to begin the review of the Upper Clements MPS/LUB.
5. **Development Agreement Discharge 54 & 58 Church Street, Bridgetown:** A RFD will be submitted to Council for review and recommendation for the December Committee of the Whole.

HERITAGE:

1. **St Andrew's Anglican Church:** Received an application for four alterations to the St. Andrew's Anglican Church in Lawrencetown - picket fence, driveway and restoration of the foundation and window replacement. The picket fence,

driveway and foundation were considered non-substantial. A RFD will be submitted to Council for review with recommendation that the application be sent to Heritage Advisory Committee for the window replacements.

BUILDING INSPECTION

33 building permits were issued; total value for November 2021 \$2,553,079.30 compared to November 2020 \$1,053,814; total value year to date \$22,011,626.62 compared to November 2020 \$11,484,788.24.

FIRE INSPECTION

County – 0 initial inspections, 6 re-inspections, 7 completed.

DEVELOPMENT CONTROL / SUBDIVISION APPROVALS

1. 5 development permits issued–1 Bridgetown & 4 East End
2. Zoning Confirmation Letters: 0
3. Subdivision approvals: 9
4. Notice of Violation – location/addition of travel trailer in the East End Area.

CIVIC ADDRESS MAINTENANCE

1. 7 new civic addresses assigned.
2. Work continues with the Nova Scotia Civic Address File (NSCAF) and County Civic Address database comparison.
3. Snow Lake Keep Lane road signs have been ordered and the property owners have been notified of the road name approval.

Prepared by: _____ Linda Bent _____

Reviewed by: _____ Albert Dunphy _____

Report Approved by: _____  _____
David Dick, Chief Administrative Officer

MUNICIPALITY OF ANNAPOLIS COUNTY

DEVELOPMENT & BUILDING PERMIT REPORT

November 2021

PAGE 1 of 2

Total Est. Value for Nov 2021: \$ 2,553,079.30 Total Permits for Nov 2021: 33 Total Est. Value YTD 2021/22: \$ 22,011,526.62 Total Permits YTD 2021/22: 340 Total Permit Fees Rec'd Nov 2021: \$ 3,624.18
Total Est. Value for Nov 2020: \$ 1,053,814.00 Total Permits for Nov 2020: 23 Total Est. Value YTD 2020/21: \$ 11,484,788.24 Total Permits YTD 2020/21: 242 Total Permit Fees Rec'd Nov 2020: \$ 1,866.28
Total Permit Fees Rec'd YTD 2021/22: \$ 31,598.94

Month:	#Permits New SFU	Estimated Value	#Permits New MFU	Estimated Value	#Permits New Cottages	Estimated Value	#Permits Add/Alt Res	Estimated Value	#Permits Res. Access	Estimated Value	#Permits Other	Estimated Value
Year to date 21/22:	5	\$ 1,260,000.00	0	\$ 0.00	3	\$ 50,000.00	8	\$ 226,205.00	11	\$ 3,649,061.72	3	\$ 18,474.30
Year to date 21/22:	52	\$ 10,337,643.60	4	\$ 1,190,000.00	25	\$ 1,764,000.00	111	\$ 3,649,061.72	77	\$ 2,114,947.00	28	\$ 103,074.30
Year to date 20/21:	35	\$ 6,879,500.00	2	\$ 595,000.00	11	\$ 266,500.00	72	\$ 1,753,324.24	67	\$ 1,445,600.00	15	\$ 70,104.00
Month:	#Permit Commercial	Estimated Value	#Permits Institution	Estimated Value	#Permits Industrial	Estimated Value	#Permits Demos	No Value	#Permits Agriculture	Estimated Value	Homes (Incl. SFU)	Mobile/Mini
Year to date 21/22:	0	\$ 0.00	0	\$ 0.00	2	\$ 480,000.00	1	\$ 0.00	0	\$ 0.00	1	\$ 18,474.30
Year to date 21/22:	9	\$ 1,780,000.00	1	\$ 2,000.00	3	\$ 486,500.00	15	\$ 44,000.00	15	\$ 540,500.00	6	\$ 170,000.00
Year to date 20/21:	10	\$ 200,760.00	0	\$ 0.00	7	\$ 198,000.00	16	\$ 3,000.00	7	\$ 73,000.00	6	\$ 15,000.00
File	Name	Location	Construction	Date Permit Issued	Permit Fee Rec'd	Estimated Value						
District 1:												
LB/RM2021-416	John Conley & Dana Copeland	211 Brookside Drive, Wilmet	Alt/SFU (solar panels)	November 15, 2021	\$73.61	\$38,610.00						
YEAR TO DATE: 15												
District 2:												
DW 2021-368	Aaron Stronach	947 Forest Glade Rd, Forest Glade	New/SFU	November 1, 2021	\$255.74	\$300,000.00						
RM 2021-395	Jessica & Darrell Bent	622 Gates Min Rd, Moshers Corner	Locate/Mobile	November 1, 2021	\$50.00	\$170,000.00						
RM 2021-406	Britt Roscoe & Elidh Mackenzie	598 Douglas Road, Port George	Alt/Accessory (solar panels)	November 1, 2021	\$40.00	\$15,000.00						
YEAR TO DATE: 39												
District 3:												
RM 2021-389	Garth & Diane Thompson	2001 Hampton Min Rd, Hampton	New/SFU	November 1, 2021	\$234.52	\$150,000.00						
RM 2021-423	Terry & Joann Mackay	Brimton Road, Port Lorne	Locate/Accessory	November 16, 2021	\$50.00	\$400.00						
RM 2021-425	Douglas & Crystal Vezina	622 Hampton Min Rd, Clarence West	Alt/SFU (solar panels)	November 23, 2021	\$51.91	25,910.00						
RM 2021-426	Herrman & Sandra Plehn	2667 Arlington Road, Arlington East	Alt/SFU (solar panels)	November 23, 2021	\$47.75	\$22,275.00						
RM 2021-434	Alexander & Jacqueline Cowan	2750 Arlington Road, Arlington East	New/SFU	November 29, 2021	\$323.57	\$520,000.00						
YEAR TO DATE: 52												
District 4:												
* RM 2021-362	Anita & Gordon Telford	5362 Granville Road, Granville Ferry	Change of Use (SFU)	November 10, 2021	\$170.00	\$120,000.00						
RM 2021-375	Dirk & Marylane Stoltenberg	100 Marshland Road, Belleisle	Locate/Accessory	November 3, 2021	\$50.00	\$15,000.00						
RM 2021-413	Martha & Robert Bent	1748 Highway 201, Round Hill	New/Accessory	November 9, 2021	\$65.56	\$25,000.00						
RM 2021-429	Gillian Kerr	36 Kerr Lane, Granville Centre	Change of Use (Cottage)	November 23, 2021	\$65.00	\$35,000.00						
YEAR TO DATE: 23												
District 5:												
RM 2021-405	Mary Lloyd	2461 Granville Road, Karsdale	New/Accessory	November 2, 2021	\$85.48	\$160,000.00						
RM 2021-409	Blake & Amy Dewhirst	1237 Granville Road, Victoria Beach	New/Cottage	November 3, 2021	\$57.00	\$7,000.00						
RM 2021-412	Kathy & Phillip Hartling	2445 Granville Road, Karsdale	New/Accessory	November 23, 2021	\$255.40	\$200,000.00						
YEAR TO DATE: 25												
District 6:												
DW 2021-379	Daniel Chessman	308 Highway 1, Deep Brook	New/Accessory	November 24, 2021	\$154.50	\$80,000.00						
YEAR TO DATE: 33												
District 7:												
* LB 2021-387	Keith Wallis & Elaine Baylis-Slades	44 Granville Street, Bridgetown	Development Permit	November 8, 2021	\$10.00	\$11,474.30						
RM 2021-401	Gibson Lake Campers Association	3291 W. Dalhousie Rd, W. Dalhousie	New/Accessory	November 9, 2021	\$44.20	\$3,500.00						
RM 2021-420	Ian & Netacha Forrest	10916 Highway 1, Paradise	New/Accessory	November 15, 2021	\$61.48	\$2,000.00						
RM 2021-427	John Buckler	2171 W. Dalhousie Rd, W. Dalhousie	Add/Accessory	November 16, 2021	\$42.00	\$2,500.00						
YEAR TO DATE: 28												

MUNICIPALITY OF ANNAPOLIS COUNTY

DEVELOPMENT & BUILDING PERMIT REPORT continued

November 2021

PAGE 2 of 2

File	Name	Location	Construction	Date Permit Issued	Permit Fee Rec'd	Estimated Value
District 8:						
DW 2021-398	Melissa & Eric Fletcher	193 Browns Lane, West Springhill	Alt/SFU (solar panels)	November 2, 2021	\$51.91	\$26,910.00
RM 2021-407	Melody & Gregory Henshaw	446 Sam Harris Road, Greenland	Add/SFU (collage)	November 15, 2021	\$76.15	\$55,000.00
DW 2021-422	Nadine Bartheaux	3605 Clementsvalle Rd, Clementsvalle	New/Accessory	November 15, 2021	\$53.80	\$15,000.00
RM 2021-428	Daniel MacIsaac	7785 Highway 6, Graywood	Demolition (SFU)	November 17, 2021	\$25.00	\$0.00
YEAR TO DATE: 35						
District 9:						
ALB/DW 2021-411	Gisela & Donald Burns	95 Old Runway Drive, Nictaux	Alt/SFU	November 18, 2021	\$36.50	\$1,500.00
DW 2021-417	Shawn Stoddart & Marie Durand	7438 Highway 201, S. Williamston	New/Collage	November 10, 2021	\$53.80	\$6,000.00
YEAR TO DATE: 25						
District 10:						
DW 2021-342	R&R Shellfish Inc.	110 Lawrencestown Ln, Lawrencestown	New/Industrial	November 22, 2021	\$475.00	\$240,000.00
DW 2021-349	R&R Shellfish Inc.	110 Lawrencestown Ln, Lawrencestown	New/Industrial	November 22, 2021	\$475.00	\$240,000.00
DW 2021-386	Terry Randall & Shelley Pridde	416 Eddy Drive, East Dalhousie	Add/Collage	November 1, 2021	\$76.20	\$10,000.00
DW 2021-419	Vernon & Karen Beals	2065 Inglisville Road, East Inglisville	Repairs/Alt/SFU	November 24, 2021	\$70.00	\$45,000.00
YEAR TO DATE: 44						
District 11:						
LB 2021-432	Katherine Pond	214 Adam Drive, South Farmington	Development Permit	November 22, 2021	\$10.00	\$4,000.00
LB 2021-433	Katherine Pond	214 Adam Drive, South Farmington	Development Permit	November 22, 2021	\$10.00	\$3,000.00
YEAR TO DATE: 20						

* Permits Issued in Water/Sewer Served Areas

CAO Report to 2021-12-14 COTW

For the Month of November 2021

- Executive Team meetings Monday before COTW
- Management Team meetings Wednesday after Council
- Meetings with Town CAO's to discuss issues of common interest including REMO, IMSA, Shared Services, Climate Change, routine monthly meetings
- Meetings with Town CAO's and Mayors
- Telephone and electronic communications with councillors and residents
- YMCA – Brief, response to Brief, response to response to Brief
- Discussions with RFP Internet proponents
- Discussions with RFP Legal Advisors
- Discussions with County Lawyers re RFPs
- Sale of assets, Upper Clements
- Discussions about issuing RFP for clean-up of former Upper Clements Parks
- Discussions about responses to RFP former Upper Clements Parks Clean up
- Meeting with First Nations Chiefs
- Meeting with CAO's re agreement for shared services
- Staff meetings

Subject:

FW: TCTS Report

The Monthly Board Meeting of TCTS took place on Wednesday November 17th in Bridgetown in their Board Room at 3:30 p.m. The following items comprise highlights of the meeting:

- 1). The minutes of the October 20th meeting were approved.
- 2). Highlights of the General Managers Report were as follows:
 - a) The new term dispatcher Bernice Sarty, started work on October 25th.
 - b) The first in-person meeting of the RTA will be on December 3rd in Halifax.
 - c). Membership in TCTS is increasing with a number of calls from both old and new clients needing transportation to medical appointments.
 - d) Randy Trimper celebrated 12 years with the company in October.
- 3). A number of charters have been booked for the holiday season.
- 4). Over the Christmas Holidays TCTS will be closing at 1:00 on December 23rd. In addition, TCTS will be closed on December 24th and 27th, except for Dialysis clients.
- 5). The next Monthly Board Meeting will be held on Wednesday, January 19th at 3:30 p.m. in the TCTS Board Room.

Respectfully Submitted,

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

Kings Transit Authority
Forecast at October 31, 2021

Acct #	Account Description	Actual to					FORECAST TO Mar 31/2021	BUDGET	% of BUDGET	\$ VARIANCE
		Oct 31, 2021	Nov	Dec	Jan	Feb				
A- Annapolis County REVENUE										
4031	Fares - Annapolis East (Bridgetown)	49,052.28	5,500.00	5,500.00	5,500.00	5,500.00	76,552.28	66,000.00	115.99%	10,552.28
4032	Fares - Annapolis East (Cornwallis)	12,770.01	1,833.00	1,834.00	1,834.00	1,834.00	21,939.01	22,000.00	99.72%	(60.99)
4100	Advertising Income	3,450.00	0.00	0.00	0.00	0.00	3,450.00	3,000.00	115.00%	450.00
4251	OpGr Grant - Mun - Annapolis East	285,191.69	40,741.67	40,741.67	40,741.67	40,741.67	488,900.00	488,900.00	100.00%	0.00
Total Revenue		350,463.98	48,074.67	48,075.67	48,075.67	48,075.67	590,841.29	579,900.00	101.89%	10,941.29
EXPENSE										
5360	Miscellaneous	831.30	0.00	0.00	0.00	0.00	831.30			(831.30)
5420	Building Repair & Maint	22.92	0.00	0.00	0.00	0.00	22.92			(22.92)
5705	Drivers Salaries & Wages	113,953.24	15,762.00	23,590.00	15,762.00	15,762.00	200,591.24	201,000.00	99.80%	408.76
5713	CPR - Ops	4,465.02	520.00	780.00	520.00	520.00	7,211.02	6,646.00		565.02
5714	El - Ops	2,622.09	293.00	440.00	293.00	293.00	4,234.09	3,810.00		424.09
5715	WCB - Ops	3,214.30	518.00	518.00	518.00	518.00	5,804.30	7,116.00		(1,291.70)
5716	Medical/Dental - Ops	3,127.28	466.00	466.00	466.00	466.00	5,457.28	5,592.00		(134.72)
5717	Pension - Ops	2,815.04	820.00	820.00	820.00	820.00	5,911.04	9,836.00		(3,924.96)
Total Ops Employee Benefits		16,243.73	2,617.00	3,024.00	2,617.00	2,617.00	29,617.73	33,000.00	89.75%	3,382.27
5721	Health & Safety	0.00								
Total Employee Related Expense		0.00	192.00	192.00	192.00	192.00	956.00	2,300.00	41.57%	1,344.00
5736	Management fee - Annapolis	70,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00	120,000.00	100.00%	0.00
5760	Vehicle Fees/permits/registrations	5,593.94	0.00	200.00	0.00	0.00	5,793.94	7,000.00	82.77%	1,206.06
5775	Bus Radios, WiFi & Cellphones	0.00	417.00	417.00	417.00	417.00	2,085.00	5,000.00	41.70%	2,915.00
5784	Shop Supplies	958.20	53.00	53.00	53.00	84.00	1,285.20	1,000.00	128.52%	(285.20)
5803	Bus 57 R&M 50% Anna Shared	17,357.15								
5846	Bus 46A R&M Anna West	19,158.67								
5856	Bus 56 R&M Anna East	161.63								
5862	Bus 56 R&M Anna East	16,371.35								
Repairs and Maintenance Total		53,048.80	4,100.00	4,100.00	4,100.00	4,100.00	73,548.80	90,000.00	81.72%	16,451.20
5878	Fuel	63,861.44	7,800.00	7,800.00	7,800.00	7,800.00	102,861.44	78,000.00	131.87%	(24,861.44)
5880	Insurance	17,036.93	2,240.00	2,240.00	2,240.00	2,240.00	28,236.93	21,000.00	134.46%	(7,236.93)
5882	Bus cleaning	42,006.28	2,000.00	2,000.00	2,000.00	2,000.00	52,006.28	18,000.00	288.92%	(34,006.28)
5884	Bus advertising & signage	0.00	0.00	40.00	0.00	40.00	80.00	400.00	20.00%	(320.00)
5888	Uniforms	1,552.01	200.00	0.00	0.00	200.00	2,152.01	2,500.00	86.08%	347.99
5890	Commission on sales	525.90	58.00	59.00	59.00	59.00	819.90	700.00	117.13%	(119.90)
Total Expense		385,634.69	45,439.00	53,715.00	45,240.00	45,511.00	45,349.00	620,034.47	106.97%	(40,134.47)
Net Income		-35,170.71					-29,193.18	-		(29,193.18)

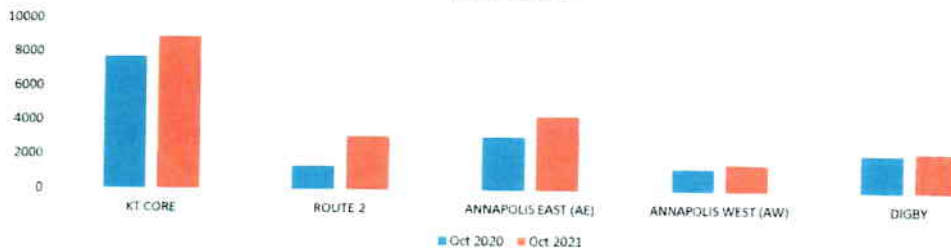
Kings Transit Authority
Project Budget Detail Report April to October for Fiscal End 2022 - Detail Budget vs Actual

	Account #	Account Description	Actual	Budget	Difference
Annapolis					
REVENUE					
	4031	Fares - Annapolis East (Bridgetown)	49,052.28	38,500.00	10,552.28
	4032	Fares - Annapolis West (Cornwallis)	12,770.01	12,831.00	(60.99)
	4100	Advertising Income	3,450.00	1,500.00	1,950.00
	4251	Optg Grant - Mun - Annapolis East	285,191.69	285,191.69	0.00
Total Revenue			350,463.98	338,022.69	12,441.29
EXPENSE					
	5360	Miscellaneous	831.30	0.00	831.30
	5420	Building - repair/maintenance	22.92	0.00	22.92
	5705	Drivers Salaries & Wages	113,953.24	115,962.00	(2,008.76)
	5713	CPP - Ops	4,465.02	3,900.00	565.02
	5714	EI - Ops	2,622.09	2,198.00	424.09
	5715	WCB - Ops	3,214.30	4,226.00	(1,011.70)
	5716	Medical/Dental - Ops	3,127.28	3,262.00	(134.72)
	5717	Pension - Ops	2,815.04	5,740.00	(2,924.96)
	5721	Health & Safety	0.00	1,344.00	(1,344.00)
	5736	Management fee - Annapolis East	70,000.00	70,000.00	0.00
	5760	Vehicle Fees/permits/registrations	5,593.94	4,081.00	1,512.94
	5775	Bus Radios, WiFi & Cellphones	0.00	2,915.00	(2,915.00)
	5784	Shop Supplies	958.20	581.00	377.20
	5802	Bus 57 R&M 50% Anna East	17,357.15	0.00	0.00
	5846	Bus 46A R&M Anna West	19,158.67	0.00	0.00
	5856	Bus 56 R&M Anna East	161.63	0.00	0.00
	5862	Bus 62 R&M Anna East	16,371.35	0.00	0.00
	5875	Repairs and Maintenance Total	53,048.80	52,500.00	548.80
	5878	Fuel	63,861.44	45,500.00	18,361.44
	5880	Insurance	17,036.93	12,250.00	4,786.93
	5882	Bus cleaning	42,006.28	10,500.00	31,506.28
	5884	Bus advertising & signage	0.00	200.00	(200.00)
	5888	Uniforms	1,552.01	1,456.00	96.01
	5890	Commission on sales	525.90	406.00	119.90
Total Expense			385,634.69	337,021.00	48,613.69
Net Income			-35,170.71	1,001.69	(36,172.40)

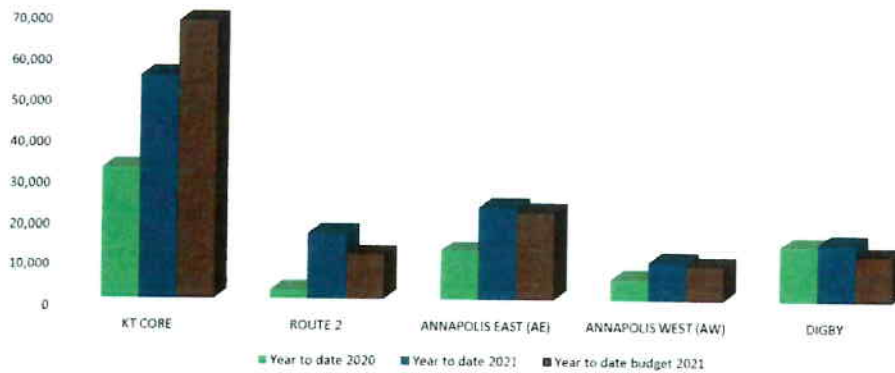
**KINGS TRANSIT AUTHORITY
RIDERSHIP REPORT
October 2021**

AREA OF SERVICE	Oct 2020	Oct 2021	Previous vs current year	Percentage previous vs current year	Year to date 2020	Year to date 2021	Year to date budget 2021	decrease budget vs actual	decrease budget vs actual
KT CORE	7690	8926	1236	0.00%	32,018	54,553	67,830	-13277	-19.6%
ROUTE 2	1342	3108	1766	0.00%	2,154	16,279	10,852	5427	50.0%
ANNAPOLIS EAST	3081	4280	1199	0.00%	12,024	22,724	21,455	1269	5.9%
ANNAPOLIS WEST	1317	1583	266	0.00%	5,098	9,252	8,225	1027	12.5%
DIGBY	2154	2283	129	5.99%	13,394	14,112	10,885	3227	29.6%
TOTAL	15,584	20,180	4,596	29.49%	64,688	116,920	119,247	-2,327	-1.95%

Month of October
2020 vs. 2021



October 2021 Year to Date Comparisons

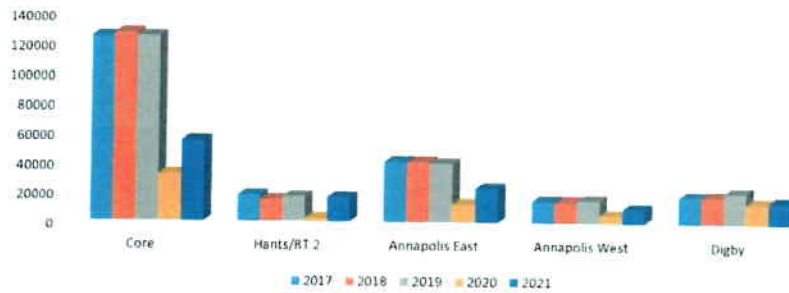


KINGS TRANSIT AUTHORITY

5 year Ridership History to Date October 2021

	Core	Hants/RT 2	Annapolis East	Annapolis West	Digby
2017	124069	17654	40830	14275	17602
2018	126286	14804	40699	13674	17726
2019	124460	16794	39792	15058	20495
2020	32018	2154	12024	5098	13394
2021	54553	16279	22724	9252	14112

5 year Ridership History to Date October 2021

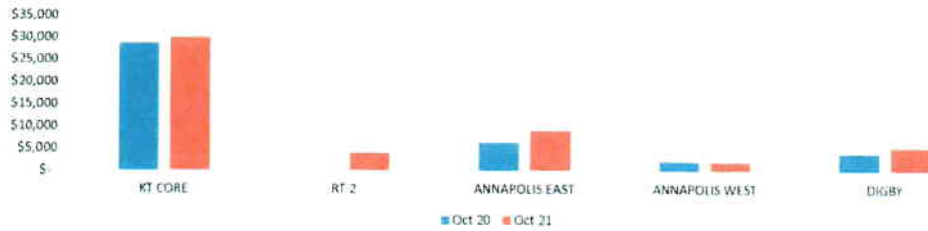


REVENUE REPORT

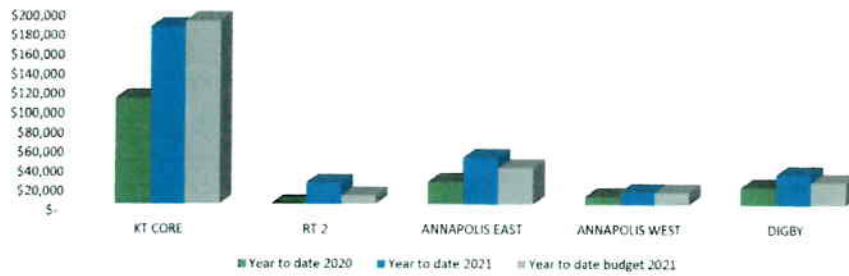
October 2021

AREA OF SERVICE	Oct 20	Oct 21	Previous vs current year	Percentage previous vs current year	Year to date 2020	Year to date 2021	Year to date budget 2021	Increase (decrease) Budget vs actual	% Increase (decrease) budget vs actual
KT CORE	\$28,782	\$30,114	\$ 1,332	4.6%	\$ 109,117	\$ 182,092	\$188,294	\$ (6,202)	-3.3%
RT 2	\$ -	\$ 4,034	\$ 4,034	0.0%	\$ 420	\$ 22,444	\$8,873	\$ 13,571	152.9%
ANNAPOLIS EAST	\$ 6,461	\$ 9,203	\$ 2,742	42.4%	\$ 23,673	\$ 49,052	\$38,500	\$ 10,552	27.4%
ANNAPOLIS WEST	\$ 2,194	\$ 2,046	\$ (148)	-6.8%	\$ 8,180	\$ 12,770	\$12,833	\$ (63)	-0.5%
DIGBY	\$ 4,141	\$ 5,376	\$ 1,235	29.8%	\$ 18,188	\$ 31,777	\$23,917	\$ 7,860	32.9%
TOTALS	\$41,578	\$50,772	\$ 9,194	22.1%	\$159,578	\$298,135	\$272,417	\$ 25,718	9.4%

Month of October
2020 vs 2021



October 2021 Year to Date Comparisons





Kings Transit Authority

General Manager's Report

For the Month of October 2021

As presented at the November 24th, 2021 Board Meeting

Section 1.0

Garage and Fuel prices

Section 2.0

Ridership and Revenue

Section 3.0

Monthly Financial Reporting

Section 4.0

Monthly Financial Summary

Section 5.0

Ridership Initiatives

Section 6.0

Human Resources

Section 7.0

Monthly Activities

Section 8.0

Planned Activities



Section 1.0 – Garage and Fuel Prices

In the Month of October we had Twenty-Five (25) work orders for repairs on our vehicles.

The Four (4) buses KTA had donated from Halifax Transit are still in the process of having body work and repairs completed to be able to place into service. The body work repairs on the Four (4) buses are more extensive than previously thought. Major body work must be completed on all 4 of the buses, which requires KTA to purchase new panels and then paint those panels, change seals, etc. etc. . The quotes provided just for the body panel replacement have come in different for each bus, as the repairs also differ, but all range from approximately \$6400 to \$7900. We have reviewed the RFP's for the work that must be done, and have finalized the point system.

We have held off on sending the Successful and Unsuccessful RFP bidders. This is due to there are Six(6) more "Donor" buses that have been announced from Halifax Regional Transit, and the Lead Mechanic and myself will be going to Halifax and inspecting the vehicles in order to expand our fleet at a lower cost, to provide a transition period into new vehicles.

Fuel prices remain higher than budgeted. **As of October 31st, 2021 Kings Transit is \$39,996.00 over budget.** In breaking it down further, Kings County is \$3,073.63 over budget, Annapolis is \$24,861.44 over budget and Digby County sits at \$12,060.93 over budget. This reason for this fuel was budgeted at \$0.73/L, when in actuality we are being charged \$0.94/L at the time of this meeting.

Section 2.0 – Ridership and Revenue

Both the Ridership and the Revenue have **increased** from the previous month approximately **17.98%**. We have also observed an increase when comparing Ridership and Revenue to 2020 numbers.

When looking at Ridership from 2020 we have seen an increase of **80.74%**, from a total of **64,688** riders in 2020 across our system to **116,920** in October of 2021. As expected our ridership has yet to recover to our 2017 levels, sitting at **54%** of our ridership in 2017, which was **214,430** riders accessed KTA's service compared to **116,920** riders in 2021.

Revenue for October has **increased** from \$41,578 in 2020 to \$50,772 in 2021, meaning an **increase** of **18.11%**.

Section 3.0 – Monthly Financial Reporting

Please see the attached financial documents within the package provided to the Board.

Section 4.0 – Monthly Financial Summary

Core	YTD Actual	YTD Budget	Variance
Revenue	\$ 1,310,769.47	\$ 1,290,673.00	\$ 20,096.47
Expenses	\$ 991,443.65	\$ 1,074,410.00	\$ -82,966.35
Surplus/Deficit	\$ 319,325.82	\$ 216,263.00	\$ -103,062.82

Annapolis	YTD Actual	YTD Budget	Variance
Revenue	\$ 350,463.98	\$ 338,022.69	\$ 12,441.29
Expenses	\$ 385,634.69	\$ 337,021.00	\$ 48,613.69
Surplus/Deficit	\$ -35,170.71	\$ 1,001.69	\$ -34,169.02

Digby	YTD Actual	YTD Budget	Variance
Revenue	\$ 202,085.27	\$ 195,773.31	\$ 6,311.96
Expenses	\$ 176,047.74	\$ 194,995.00	\$ -18,947.26
Surplus/Deficit	\$ 26,037.53	\$ 777.31	\$ -25,259.22

Section 5.0 – Ridership Initiatives

There is approximately \$10,000 in advertising funds remaining, and we are developing a ridership campaign in print media, as well as radio and social media. This campaign will promote our cleaning processes and why passengers can feel safe returning to transit.

Policies and Procedures to our Operating staff to ensure customer satisfaction and ridership safety have been issued.

As discussed in our previous board meeting, Councillor Winsor suggested we place Customer Service advisements on the vehicles in order to suggest complaints come through our office instead of online social media, the notifications have been printed and placed on our active vehicles.

I have decided with the information provided that it is not feasible to change the CAD/AVL system at this point, and given the resources the FORD Company, who now owns "TransLoc" and "DoubleMap", has behind them I would rather nurture that relationship, with an expectation of being provided with a better product and service at the end the of integration.

Section 6.0 – Human Resources

We are the point where we are looking of putting together the Letters of Offer for the successful candidates of the Operations Supervisor and the Marketing-Customer Service Administrator

Positions. We are on track to have these two positions filled and announced at the November 24th, Board Meeting.

A new position has been created, that will be occupied by Two (2) employees. One (1) is a Full-Time Floater which will be used to cover any and all shifts at any and all locations that KTA serves. This individual will also be One (1) of Two (2) Training & Development Coordinators. The second of the individuals being moved into this position will be a Full-Time Operator on the Core Route. Both of these employees will have their time divided with the Training & Development duties to ensure our employees are seen as professionals and receive proper post-incident and preventative follow-Up. Together these Two (2) will develop, maintain and progress the Training & Development of all operational employees, setting a higher standard of operations, and justifying a proposed tiered pay structure with a competitive increase over a 5-year period.

In regards to Bus Operators, I have opened the recruitment to individuals who do not meet the license qualifications. I have spoken to staff and we believe we can assist in getting the right person their license and air brake endorsements. For now, we are hiring those who can drive for us immediately after being hired, however training individuals without their license opens up an entirely new group of individuals that may be interested in applying.

Section 7.0 – Monthly Activities

Those following is the list of actions and activities from the Month of October

1. High-Level review of ALL Policies and Procedures;
2. Met with Halifax Regional Transit's Executive team on November 5th, 2021, began talks on working initiatives with them;
3. RFP's are in the approval stage for the 4 Donor buses, extensive body work;
4. Have travelled to Halifax to view an additional 6 buses being donated;
5. Met with Provincial Partners in regards to possible funding;
6. Interviewed and hired the Operations Supervisor Position and Marketing-Customer Service Administrator;
7. Concluded after conversations with other Transit Agencies to continue our relationship with DoubleMap, GPS, CAD/AVL vendor;
8. Continued working on the 2022-23 Draft Budget to be presented 90 days prior to the end of the Fiscal Year;
9. Reached out to multiple complainants who provided Customer Service Communications (CSC's) over social media platforms which would have a negative impact on KTA;
10. Vaccination Policy Draft completed for Board Review;
11. Received Rapid Testing Kits, awaiting Staff Meeting to roll out program;
12. Met with the Valley Regional Public Transit Riders Association in regards to ridership, and non-ridership surveys;
13. Contacted NSCC to initiate discussions on a co-operative venture(s);
14. Met with Scott Quinn and the Valley Public Transit Riders Association in order to secure funding for their initiatives involving Data collection for KTA;

15. Initiated conversations with VREN to formulate a plan for future staffing needs in this region, particularly for our specific industry; and
16. Providing Free of charge advertising to Valley Regional Hospital Association for the Fund Raising initiative.

Section 8.0 – Planned Activities

1. Review and Publish further Policies and Procedures to employees at planned staff meeting;
2. Mandatory full staff meeting on November 28th, 2021;
3. Further revise Job Descriptions to prevent overlap of responsibilities and accountability for the positions;
4. Organizing a ridership marketing campaign to use remaining allotted advertising funds;
5. Organizing a Non-Ridership Survey with the VRPTA, in order to assess why people do not ride transit;
6. Meeting with Glooscap First Nations as per their request in order to pursue a bus stop for their community, this I believe this will lead to further cooperation and inclusion in the indigenous communities we should be serving, in line with the newly agreed to "*Belonging Strategy*" for the Municipality of the County of Kings;
7. Hiring complete and On-Boarding & Training for Operations Supervisor and Marketing-Customer Service Coordinator in progress;
8. Offered Donor Buses by Halifax Transit once again and we will be doing a cost and benefit analysis to if this venture would be beneficial to us or not;
9. Setting up a meeting between The Municipality of the County of Kings officials and the Provincial counterparts in order to review Infrastructure initiatives and studies.

Kindest Regards,



Michael Getchell

General Manager
Kings Transit Authority