

**MUNICIPALITY OF THE COUNTY OF KINGS**  
**MUNICIPAL COUNCIL**  
**January 3, 2017**  
**AGENDA**

**Audio Recording Times Noted in Red**  
(Minutes:Seconds)

1. Roll Call **00:00**
2. Approval of Agenda **02:38** Page 1
3. Approval of Minutes
  - a. December 6, 2016 Council **06:22** Page 2
  - b. December 8, 2016 Special Council **09:39** Page 14
4. Business Arising from Minutes
  - a. December 6, 2016 Council **07:28** Page 2
  - b. December 8, 2016 Special Council **None** Page 14
5. Planning Considerations Page 17
  - a. Application to enter into a Development Agreement to allow 2 additional residential units at 786/688 Cambridge Road, Cambridge (File 16-11) **11:02** Page 18
  - b. Application to discharge existing Development Agreement and enter into new Development Agreement at 1256 Ward Road, Millville (File 16-15) **13:05** Page 46
  - c. Next Public Hearing Date **26:55**
6. Recommendations from Budget and Finance Committee December 19, 2016 Page 78
  - a. Budget Timelines 2017/2018 **28:02** Page 79
  - b. Capital Budget Project Sheet **31:58** Page 80
  - c. Fire Departments **35:25** Page 81
  - d. Request for Proposal - Municipal Audit Services **39:26** Page 82
7. Engineering and Public Works, Lands and Parks Services
  - a. Proposed Amendments - Bylaw 100 Water Capital Recovery (Second Reading) **44:11** Page 84
8. Recommendation from Nominating Committee December 13, 2016
  - a. Citizen Appointment to Race Relations and Anti-Discrimination Committee **52:25** Page 96
9. Administration
  - a. Recruitment of CAO - CAO Search Committee **54:48** Page 97
10. Correspondence - General: **74:54**
  - a. 2016-12-14 Annapolis Valley Giant Vegetable Growers Thank You Page 99
  - b. 2016-12-14 Village of Greenwood Canada 150 Celebration Invite Page 100
  - c. 2016-12-20 Community Health Boards Wellness Fund Celebration Invite Page 102
  - d. 2016-12-20 Valley Hospice Foundation & Valley Regional Hospital Foundation Thank You Page 104
11. Notice of Special Council Meeting following January Committee of the Whole re:  
New Municipal Complex **77:10**
12. Committee Reports **78:40**
13. Other Business **81:22**
14. Comments from the Public **84:22**
15. Adjournment **88:15**

**MUNICIPAL COUNCIL  
December 6, 2016**

**Meeting Date  
and Time**

A meeting of Municipal Council was held on Tuesday, December 6, 2016 following a Public Hearing at 6:00 pm in the Council Chambers, Municipal Complex, Kentville, NS.

**1. Roll Call**

All Councillors were in attendance with the exception of Councillor Spicer with notice.

***Results for Roll Call***

For 9  
Against 0

<b>District</b>	<b>Name</b>	<b>Results</b>
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**On motion of Councillor Armstrong and Deputy Mayor Lutz, to excuse Councillor Spicer's absence at the December 6, 2016 Council meeting.**

**Motion Carried.**

***Results***

For 9  
Against 0

<b>District</b>	<b>Name</b>	<b>Results</b>
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Also in attendance were:

- Shawn West, Acting CAO
- Jonathan Cuming, Municipal Solicitor
- Janny Postema, Recording Secretary

**2. Approval of Agenda**

**On motion of Councillor Raven and Councillor Winsor, to add an in camera session at the end of the meeting for legal advice.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**On motion of Councillor Hodges and Councillor Hirtle, that Council approve the December 6, 2016 agenda as amended.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**3. Business Arising from the Minutes**

**3a. Minutes of November 1, 2016**

Councillor Raven requested that in addition to names, the topics also be listed under Comments from the Public.

**4. Approval of Minutes**

**4a. Minutes of November 1, 2016**

**On motion of Councillor Raven and Councillor Winsor, that the minutes of the Municipal Council meeting held on November 1, 2016 be approved.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For

District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

5. **Planning Considerations**

5a. **County-wide Land Use Bylaw Text Amendments to the Lot Requirements of the M1 Zone (File 16-10)**

Laura Mosher presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Hirtle and Councillor Armstrong, that Municipal Council give Second Reading and approve the text amendments of the Land Use Bylaw related to the regulations of the Light Industrial Commercial (M1) Zone as described in Appendix C of the report dated September 13, 2016.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

5b. **Application to rezone property at 1499 Bridge Street, Kingston, from R1-B to C4 (File 16-12)**

Laura Mosher presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Armstrong and Councillor Hirtle, that Municipal Council give Second Reading and approve the map amendment to the Land Use Bylaw to rezone property at 1499 Bridge Street, Kingston, from the Residential Single Dwelling (R1-B) Subzone to the Residential Commercial (C4) Zone as described in Appendix C of the report dated September 28, 2016.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-

District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

- 5c. **Application to enter into a development agreement to permit multiple Recreational Vehicles at 103 O3 Road, Lake George (File #15-08)**

Laura Mosher presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Winsor and Deputy Mayor Lutz, that Municipal Council refuse the application to enter into a Development Agreement to permit multiple Recreational Vehicles at 103 O3 Road, Lake George (File 15-08), as recommended by the Planning Advisory Committee at its meeting on November 10, 2015.**

**Motion Carried.**

**Results**

For 7  
Against 2

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	Against
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	Against
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**6. Recommendations from Nominating Committee November 22, 2016**

- 6a. **Councillor Appointments to Boards and Committees**

Councillor Raven presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Raven and Councillor Allen, that Municipal Council approve the appointment of Councillors to Committees as outlined in Table A: Councillor Committee Appointments (December 6, 2016).**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

6b. **Citizen Appointments to Grand View Manor Board**

Councillor Raven presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Raven and Councillor Hirtle, that Municipal Council extend the current term of appointee Larry MacDonald to the Grand View Manor Board.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**On motion of Councillor Raven and Councillor Best, that Municipal Council appoint Donald Rawding to the Grand View Manor Board.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

7. **Administration**

7a. **Attendance at Financial Management Workshop for Elected Municipal Officials**

Mayor Muttart presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Hirtle and Councillor Allen, that Council approve the attendance of Deputy Mayor Lutz and all interested Councillors at the Financial Management Workshop for Elected Municipal Officials to be held in Halifax on January 12 and 13, 2017.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

7b. **Grand View Manor - Recommended Letter to Department of Health and Wellness**

Mayor Muttart presented the draft letter as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Raven and Councillor Hirtle, that the recommended letter to the Department of Health and Wellness regarding the separation of the Municipality and Grand View Manor be completed and sent as soon as possible and no later than December 16, 2016.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

7c. **New Municipal Complex - Discussion**

The Mayor and a number of Councillors provided comments.

8. **Engineering and Public Works, Lands and Parks Services**

8a. **Long Term J Class Road Paving Priority List**

Scott Quinn presented the report as attached to the December 6, 2016 Council agenda and provided a presentation.

**On motion of Councillor Hirtle and Councillor Allen, to add Foleaze Park Drive to the 2016-22 J Class Resurfacing Priority List.**

**Motion Defeated.**

**Results**

For 3  
Against 6

District	Name	Results
Mayor	Peter Muttart	Against
District 1	Meg Hodges	Against
District 2	Pauline Raven	Against
District 3	Brian Hirtle	For
District 4	Martha Armstrong	Against
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	Against
District 8	Jim Winsor	Against
District 9	Peter Allen	For

**On motion of Councillor Best and Deputy Mayor Lutz, that Council approve the revised 2016-22 J Class Resurfacing Priority List as attached to the December 6, 2016 Council agenda.**

**Motion Carried.**

***Results***

For 8  
Against 1

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	Against
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**8b. Contract Award: Contract 16-11 - 2017/19 Infrastructure Maintenance Services**

Scott Quinn presented the report as attached to the December 6, 2016 Council agenda and provided a presentation.

**On motion of Councillor Hirtle and Councillor Raven, that Council award Contract 16-11 to Howard Little Excavating Ltd. at the unit rates identified in their October 20, 2016 tender submission.**

**Motion Carried.**

***Results***

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For



9. **Building and Enforcement Services**

9a. **Appointment of Building Officer**

Trish Javorek presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Hirtle and Deputy Mayor Lutz, that Council hereby appoint Erin Schurman-Kolb as Building Official for the Municipality of Kings as permitted under Section 5(2) of the Building Code Act.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

10. **Recommendations from Committee of the Whole November 15, 2016**

10a- **10a. Post Municipal Election Report**

Mayor Muttart presented the report as attached to the December 6, 2016 Council agenda.

10b. **MEDF - Kentville Silver Gliders**

**On motion of Councillor Raven and Councillor Best, that Council approve the Recommendations from Committee of the Whole 10a through 10m.**

10c. **CFSE - Village of Kingston**

10d. **CFSE - NS Fruit Growers' Association**

**Motion Carried.**

**Results**

10e. **YTAP - Applications**

10f. **YTAP - Criteria**

For 7  
Against 2

10g. **TAP - Annapolis Valley Ridge Runners**

10h. **Flag Raising Requests**

10i. **Petition re: Foleaze Park Subdivision Roads**

10j. **Proposed Amendments Bylaw 100 Water Capital Recovery**

10k. **Proposed Amendments Policy FIN-05-003 Fees**

10l. **Service Area Update**

10m. **Grant Application Process**

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	Against
District 8	Jim Winsor	Against
District 9	Peter Allen	For

Approved Recommendations:

10a. That Council accept the report on the 2016 Municipal Election.

10b. That Council approve funding the Kentville Silver Gliders in the amount of \$1,600 in support of hosting the Skate Canada NS Fall

Figure Skating Competition.

- 10c. That Council approve funding the Village of Kingston in the amount of \$500 in support of the New Year's Eve Community Celebration.
- 10d. That Council approve funding the Nova Scotia Fruit Growers' Association in the amount of \$1,000 in support of the Annual Convention.
- 10e. That Council approve funding the Youth Travel Assistance Program in the amount of \$700 according to the table attached to the November 15, 2016 agenda package.
- 10f. That Council direct the CAO to revisit the Youth Travel Assistance Program eligibility criteria to include academic, cultural and artistic travel pursuits.
- 10g. That Council approve Trails Assistance Program funding for the Annapolis Valley Ridge Runners in the amount of \$11,054 in support of trail improvements.
- 10h. That Council receive the report on Flag Raising Requests dated November 15, 2016 for information purposes.
- 10i. That Council receive the petition regarding Foleaze Park Subdivision Roads for information.
- 10j. That Council give First Reading to amend By-Law # 100, being the Water Capital Recovery By-Law of the Municipality of the County of Kings, as attached to the November 15, 2016 Committee of the Whole agenda.
- 10k. That Council amend Policy FIN-05-003, being the Fees Policy of the Municipality of the County of Kings, as attached to the November 15, 2016 Committee of the Whole agenda.
- 10l. That Council receive the Service Area Update presented at the November 15, 2016 Committee of the Whole for information purposes.
- 10m.
  - 1. That Council approve the Grant Application form for the 2017/18 Budget process, including the changes identified in the report dated November 15, 2016.
  - 2. That Council approve posting the Grant Application form and relevant information on the Municipal Website.
  - 3. That Council direct the CAO to direct staff to contact those organizations in the middle of a multi-year funding commitment to advise them of the current Grant Application form.

10n. **County Advertising**

**On motion of Councillor Winsor and Councillor Hodges, that Council direct the CAO to reinstate its advertising activity in the Advertiser/Register.**

**Motion Carried.**

***Results***

For 7  
Against 2

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	Against
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	Against
District 7	Emily Lutz	For

District 8	Jim Winsor	For
District 9	Peter Allen	For

11. **Recommendation from Fire Services Advisory Committee October 20, 2016**

11a. **Proposed Amendment to Terms of Reference re: Election of Secretary**

Mayor Muttart presented the report as attached to the December 6, 2016 Council agenda.

**On motion of Councillor Best and Councillor Armstrong, that Council endorse the removal of the requirement of the election of a Secretary from the Fire Services Advisory Committee terms of reference.**

**Motion Carried.**

**Results**

For 8  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	-
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

It was noted that Councillor Hodges was not in her seat during the vote.

12. **Correspondence**

It was noted that Councillor Hodges had returned to her seat.

Mayor Muttart gave an overview of the correspondence as attached to the December 6, 2016 agenda.

**On motion of Councillor Raven and Councillor Winsor, to direct the CAO to engage the Planning department to contact and consult with Village of New Minas staff to discuss how the issue outlined in the letter of the Village of New Minas dated November 8, 2016 can be resolved.**

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For

District 9	Peter Allen	For
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**On motion of Councillor Armstrong and Deputy Mayor Lutz, that Council receive the Correspondence as attached to the December 6, 2016 agenda package.**

**Motion Carried.**

***Results***

For 9

Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Correspondence - General:

- |      |  |  |
|------|--|--|
| 12a. | Kings Citizens Coalition<br>Congratulations          | For information.                                     |
| 12b. | Chamber of Commerce<br>Congratulations and Updates   | For information.                                     |
| 12c. | Valley REN Congratulations and<br>Information        | For information.                                     |
| 12d. | Kentville Fire Department<br>Christmas Party Invite  | Councillor Raven attended.                           |
| 12e. | Waterville Fire Department<br>Christmas Party Invite | Councillor Best to attend.                           |
| 12f. | Berwick & AVCC Holiday<br>Reception Invite           | Upcoming event, Councillors to respond as they wish. |
| 12g. | Government House Christmas<br>Reception Invite       | Dealt with by the Mayor.                             |

Correspondence - Requests:

- |      |                                    |  |
|------|------------------------------------|--|
| 12h. | New Minas Community Plan           | Planning department responded to earlier correspondence and the Mayor to respond further.                                |
| 12i. | CUPW Postal Banking<br>Resolutions | There had not been sufficient time to consider this request prior to the UNSM Fall Conference.                           |
| 16.  | <b>In Camera</b>                   | <b>On motion of Councillor Hirtle and Councillor Armstrong, that Council adjourn to move in camera for legal advice.</b> |

**Motion Carried.**

**Results**

For 9  
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	-
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Council adjourned at 8:38 pm.

Comments from the Public were taken prior to moving in camera.

**14. Comments from the Public**

Lane Myers, Greenwood Road: J Class Roads and discretionary spending in rural areas vs. villages.

Chris Cann, Baxter's Harbour: distinction between rural and urban areas in the Municipal Planning Strategy.

Charles Curry, Hortonville: Landscape of Grand Pré.

Merrill Ward, Coldbrook: New Municipal Complex.

Warren Peck, Black River Road: New Municipal Complex.

**In Camera**

Council moved in camera at 9:10 pm.

**Approved by:**

Mayor Muttart

Janny Postema  
Recording Secretary

<b>Results Legend</b>	
-	Absent
COI	Conflict of interest
For	A vote in favour
Against	A vote in the negative or any Councillor who fails or refuses to vote and who is required to vote by the preceding subsection, shall be deemed as voting in the negative.

**MUNICIPAL COUNCIL  
December 8, 2016**

**Meeting Date  
and Time**

An emergency meeting of Municipal Council was held on Thursday, December 8, 2016 at 8:00 am in the Council Chambers, Municipal Complex, Kentville, NS.

**1. Roll Call**

All Councillors were in attendance with the exception of Deputy Mayor Lutz who arrived at 8:15 am.

***Results for Roll Call***

For 9  
Against 0

<b>District</b>	<b>Name</b>	<b>Results</b>
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	-
District 8	Jim Winsor	For
District 9	Peter Allen	For

Also in attendance were:

- Marc Comeau, Municipal Solicitor
- Janny Postema, Recording Secretary

**2. In Camera**

**2a. Personnel Matter**

**On motion of Councillor Hirtle and Councillor Spicer, that Council move in camera to discuss a personnel matter.**

**Motion Carried.**

***Results***

For 9  
Against 0

<b>District</b>	<b>Name</b>	<b>Results</b>
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	-
District 8	Jim Winsor	For
District 9	Peter Allen	For

Council moved in camera at 8:09 am and returned to open session at 9:09 am.

It was noted that Councillor Lutz arrived during the in camera session at 8:15 am.

**Resignation of CAO**

On motion of Councillor Raven and Councillor Winsor, that Council accept the resignation of the CAO on the terms that the CAO receive four month severance pay paid over time in the form of salary, that he be permitted to remain on the medical plan of the Municipality, and that he take his remaining vacation time.

**Motion Carried.**

**Results**

For 9  
Against 1

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	Against
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

On motion of Deputy Mayor Lutz and Councillor Hodges, to empower the Mayor to employ an Interim CAO, Mr. Richard Ramsay, through his management corporation, to be filled by this individual until such time as his replacement can be found through a headhunting process, and that the Municipality engages the headhunters forthwith, and that the amount to be paid to the individual be the same as or less than the current CAO.

**Motion Carried.**

**Results**

For 9  
Against 1

District	Name	Results
Mayor	Peter Muttart	For
District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	Against
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

**3. Adjournment**

On motion of Deputy Mayor Lutz and Councillor Spicer, there being no further business, the meeting adjourned at 9:18 am.

**Motion Carried.**

**Results**

For 10  
Against 0

District	Name	Results
Mayor	Peter Muttart	For

District 1	Meg Hodges	For
District 2	Pauline Raven	For
District 3	Brian Hirtle	For
District 4	Martha Armstrong	For
District 5	Paul Spicer	For
District 6	Bob Best	For
District 7	Emily Lutz	For
District 8	Jim Winsor	For
District 9	Peter Allen	For

Approved by:

Mayor Muttart

Janny Postema  
Recording Secretary

<b>Results Legend</b>	
-	Absent
COI	Conflict of interest
For	A vote in favour
Against	A vote in the negative or any Councillor who fails or refuses to vote and who is required to vote by the preceding subsection, shall be deemed as voting in the negative.



# MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO COUNCIL

**Subject: Planning Items**

**Date: January 3, 2017**

A	<b>Application to enter into a Development Agreement to allow 2 additional residential units at 786/688 Cambridge Road, Cambridge (File 16-11)</b>	Be it resolved that <b>Municipal Council</b> give <b>Initial Consideration</b> and hold a <b>Public Hearing</b> to consider entering into a development agreement to allow a maximum of two additional residential units within a second dwelling at 786/788 Cambridge Rd, Cambridge (PID 55479943), which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.  * <u>Report Attached</u>
B	<b>Application to discharge existing Development Agreement and enter into new Development Agreement at 1256 Ward Road, Millville (File 16-15)</b>	Be it resolved that <b>Municipal Council</b> give <b>Initial Consideration</b> and hold a <b>Public Hearing</b> to discharge the development agreement dated June 26, 1995, and to consider entering into the development agreement to allow an addition to the existing building to accommodate an expansion to the restaurant and an enclosed entry to one of the residential units at 1256 Ward Road, Millville, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.  * <u>Report Attached</u>
C	<b>Next Public Hearing Date</b>	<b>Tuesday, February 7, 2017 – 6:00 p.m. (prior to Council)</b>



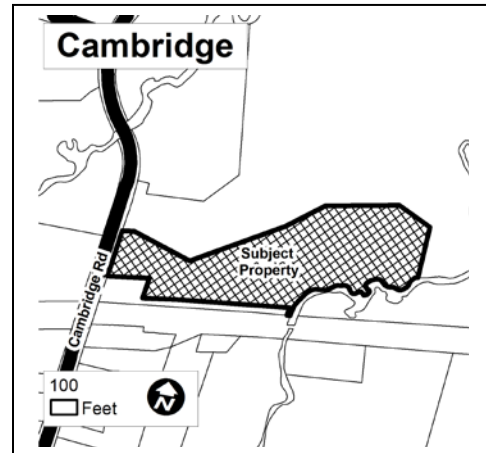
**Municipality of the County of Kings**  
**Report to the Planning Advisory Committee**

Application: To develop two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (File 16-11DA)  
 Date: December 13, 2016  
 Prepared by: Planning and Development Services

<b>Applicant</b>	DTC Holdings Ltd. (Ronald J. Winchester)
<b>Land Owner</b>	DTC Holdings Ltd. (Ronald J. Winchester)
<b>Proposal</b>	To develop two residential units within a second dwelling
<b>Location</b>	786/788 Cambridge Rd, Cambridge (PID 55479943)
<b>Lot Area</b>	6.5 acres
<b>Designation</b>	Country Residential and Natural Environment
<b>Zone</b>	Country Residential (R6) and Environmental Open Space (O1)
<b>Surrounding Uses</b>	Low density residential uses, vacant light industrial, vacant structure
<b>Neighbour Notification</b>	Letters were sent to the 17 owners of property within 500' of the subject property notifying them of the Public Information Meeting.

**1. PROPOSAL**

DTC Holdings Ltd. has made application for a development agreement which would enable development of two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (PID 55479943).



**2. OPTIONS**

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted;
- C. Provide alternative direction, such as requesting further information on a specific topic or recommending changes to the draft development agreement.

**3. BACKGROUND**

Council adopted a Municipal Development Plan and Land Use Bylaw in 1979. At that time the western portion of this lot was designated Country Residential District and zoned Country Residential (R5) while the eastern portion was designated Environmental Open Space and zoned Environmental Open Space (O1) because of the two ponds on the lot and the proximity to the watercourse which bounds the south-eastern portion of the lot. The western portion of the

lot was again designated Country Residential and zoned Country Residential (R6) and the eastern portion was designated Natural Environment and zoned Environmental Open Space (O1) when the 1992 Municipal Planning Strategy was approved.

Council's stated intention for the Country Residential District has consistently been to offer residential development options within a rural atmosphere. Residential development is to be low-density and unserviced and located in areas with agricultural and forestry activities.

The subject lot was created in 2006. DTC Holdings Ltd. has received a development permit for a dwelling containing two residential units on the lot, which is permitted as-of-right. A development agreement is needed for the construction any additional residential units on the lot.

## **4. INFORMATION**

### **4.1 Site Information**

The lot is located on Cambridge Road, immediately outside and to the north of the Cambridge Growth Centre boundary which coincides with the active transportation route or trail located on the former rail line.

Neighbouring properties to the north are also designated Country Residential and zoned Country Residential (R6). Properties immediately south of the abutting trail and within the Cambridge Growth Centre are designated Residential and zoned Residential Single Dwelling (R1) and Light Industrial Commercial (M1).

### **4.2 Site Visit**

A site visit was carried out November 18, 2016. The dwelling for which permits have been issued appears to be nearing completion. The area surrounding the structure appears to have been cleared and seeded, and an area to the south has been cleared and levelled. The application for the proposed additional building shows the building within this cleared area.

### **4.3 Public Information Meeting**

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on October 27, 2016 with 14 members of the public in attendance. The main concerns identified were:

- the potential impact of additional units and the required septic fields on the physical environment in the neighbourhood;
- the impact of additional units on neighbourhood wells;
- the impact of rental units on the assessed value of properties in the area;
- the impact of rental units on the neighbourhood as a "neighbourhood";
- the lack of public transit on Cambridge Road; and

- the impact on traffic, particularly the driveway immediately across the road, since residents feel the shoulders of the road are narrow.

The complete notes from the PIM are attached as Appendix A.

#### **4.4 Request for Comments**

Comments were requested from the following groups with the results as described below. Material has been included within the draft development agreement to respond to any concerns expressed.

##### **4.4.1 Department of Transportation and Infrastructure Renewal (DTIR)**

DTIR has commented that:

*The current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time.*

DTIR has also noted that the sight lines have been verified.

A “*Work Within Highway RoW permit*” has not been issued and will be required at the time of application for a development permit for the additional dwelling.

##### **4.4.2 Municipality of the County of Kings Engineering and Public Works and Lands and Parks (EPWPL)**

Municipality of the County of Kings EPWPL commented that:

- the driveway appears adequate for the proposed development and that sight lines should be verified by DTIR;
- the road network is adequate to support the proposal;
- it has no other concerns with traffic generation or access to/ egress from the site
- there are no municipal water services in the area
- due to concerns regarding the watercourses and drainage ways on the property, the development agreement includes a requirement that the applicant submit a drawing showing approximately location(s) of erosion control measures prior to construction
- a satisfactory storm water management plan will be required at the time application is made for development and building permits
- due to possible development constraints on the southern portion of the lot posed by slopes and drainage ways, within the area zoned Environmental Open Space (O1), EPWPL suggest that development in the southern portion be limited and subject to further verification of grades and drainage ways in this area.

The proposed development agreement does not provide for any development within the Environmental Open Space (O1) Zone.

#### 4.4.3 Municipality of the County of Kings Building and Enforcement (B &E)

Municipality of the County of Kings B & E notes that the *“development was last inspected on September 22, 2016 and received a conditional approval/compliance.”*

B & E has no concerns or comments regarding the application.

#### 4.4.4 Municipality of the County of Kings Fire Services

Fire Services has commented that the Fire Chief for the area reports that *“no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”*

#### 4.4.5 Department of Environment

Department of Environment stated that it was unable to provide comment until a Qualified Person (QP) (an individual who has received a certificate of qualification regarding sewage installation from Nova Scotia Department of Environment) provided an assessment of the property to determine its suitability for supporting an additional on-site system. Upon request to the applicant, a report from a QP regarding the property was received which stated that *“Based on the soil evaluation of the test pit, the site conditions and physical size of the property, this property is suitable to support an additional on-site system for another semi detached dwelling.”*

#### 4.4.6 Development Control

Comments received from the Development Officer have been incorporated into the draft development agreement.

#### 4.4.7 Legal Review

Comments were received from the Municipal Solicitor.

#### 4.4.7 Other Municipal Requirements: Civic Addressing

The Civic Addressing Co-ordinator commented that based on the information and the proposed site plan provided, a named driveway will be required for civic addressing purposes if the development agreement is approved. A property with 3 or more separate residential civic addressable points that share a common access must have a name attached to the access.

This will trigger a civic number change for the existing residential units on the property which are currently addressed off of Cambridge Road.

The present owner was advised of this by the civic addressing co-ordinator when the original civic numbers were issued, as the applicant had indicated that he would be making application for a development agreement for additional units.

## **5. POLICY REVIEW – DEVELOPMENT AGREEMENTS**

### **5.1 Development Agreements**

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

### **5.2 Land Use By-law**

#### **5.2.1 Environmental Open Space (O1) Zone**

As earlier noted, a watercourse runs along the south boundary of the eastern portion of the lot, and two ponds are situated within the eastern portion of the lot, which is zoned Environmental Open Space (O1) (Figure 1).

The Land Use By-law restricts permanent structures in the Environmental Open Space (O1) Zone, which is intended to delineate floodplains and areas containing unique ecological or environmental features.

The proposed development is completely within the portion of the lot designated Country Residential and zoned Country Residential (R6); no development is proposed for the Environmental Open Space (O1) Zone.

#### **5.2.2 Country Residential (R6) Zone**

The Country Residential (R6) Zone permits only one dwelling containing two residential units per lot “as-of-right”, and as earlier noted, one dwelling is nearing completion on the lot.

Section 5.2 of the Land Use By-law specifies that *“Within Hamlets, Country Residential, Forestry and Agricultural Districts the following shall be permitted by development*

*agreement.”... 5.2.22 Clustered residential development including bare-land condominiums in accordance with Municipal Planning Strategy Policy 3.4.2.7.*

This policy allows Council to consider the development of additional residential units on the lot.

### **5.3 Municipal Planning Strategy**

Policy 3.4.2.7 of the Municipal Planning Strategy (MPS) enables the consideration of “proposals for clustered dwellings including bare-land condominiums” provided the criteria for development are met.

#### **5.3.2 Specific Development Agreement Criteria**

The specific criteria for development agreement are established in MPS policy 3.4.2.7 i. (Appendix B). This policy addresses the maximum number of units and the maximum lot coverage which can be considered, limits the provision of municipal services to public streets, and limits the signs which can be considered.

The specific criteria for development agreement have been met. Calculated only on the area of the lot which is zoned Country Residential (R6), the proposed development will be approximately 1.5 units per acre, below the maximum allowed two (2) dwelling units per acre for dwellings containing two residential units. The proposal is also below the maximum allowable lot coverage of 10%: each of the two dwellings is less than 2,000 sq. ft. in footprint and the area of the lot zoned Country Residential (R6) is approximately 117,354 sq.ft. Access to the dwellings will be by means of a private driveway and municipal services will be provided only at Cambridge Road. Following the PIM the applicant agreed to include within the development agreement a requirement for buffering along the property lines abutting existing residential development.

#### **5.3.3 General Development Agreement Criteria**

The Municipal Planning Strategy contains a number of general criteria for considering all development agreements (Appendix C). These criteria include the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal’s consistency with the intent of the MPS.

The proposal is in keeping with the intent of the MPS as it is very low density residential development, is not on municipal services, and is located in an area with agricultural and forestry activity. The general development criteria contained in MPS section 6.3.3.1 have been met: private on-site sewer and water systems will need to be provided; the road network is adequate; no appreciable effect on schools, recreation or other community facilities is anticipated; the draft development agreement includes a requirement for erosion and sedimentation controls during construction, and a satisfactory storm water management plan will be required at the time application is made for development and building permits for the additional residential units; the intensification of the present residential use with two additional residential units on a large lot is a minor intensification which is compatible with the uses existing in the area.

The MPS in section 6.3.3.1c. specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The proposed development agreement provides for a maximum of two dwellings each containing a maximum of two residential units on the lot and provides for buffering of the properties to the north and south-west of the subject lot.

## **6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT**

The draft development agreement (Appendix D) would allow the applicant to utilize the property for two dwellings each containing a maximum of two residential units and would also allow the property owner to use the property for any use permitted by the zoning on the lot.

The main specific content of the proposed development agreement includes:

<b>Draft Development Agreement Location</b>	<b>Content</b>
2.1	use of the property for two dwellings each containing a maximum of two residential units and accessory structures and uses
2.7	limitations on where municipal services are provided to the dwellings
2.2	buffering along portions of the north and south lot lines
3.3	Substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement. In the draft development agreement the only substantive matter is the use allowed on the property

## **7. CONCLUSION**

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy.

The proposal is enabled by Council's Country Residential policies and fits within the criteria for those policies.

The proposed development agreement meets all other general development agreement criteria.

As a result, a positive recommendation is being made to the Planning Advisory Committee.



## 8. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation by passing the following motion.

**The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing to consider entering into a development agreement to allow a maximum of two additional residential units within a second dwelling at 786/788 Cambridge Rd, Cambridge (PID 55479943) which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.**

## 9. APPENDICES

Appendix A	Public Information Meeting Notes
Appendix B	Specific Development Agreement Criteria
Appendix C	General Development Agreement Criteria
Appendix D	Draft Development Agreement
Figure 1	Zoning Map

**APPENDIX A**  
**MUNICIPALITY OF THE COUNTY OF KINGS**  
**PLANNING AND DEVELOPMENT SERVICES**  
**PUBLIC INFORMATION MEETING NOTES**

**Planning Application to Allow a Second Semi-detached Dwelling at  
786/788 Cambridge Road, Cambridge (File 16-11)**

<b><i>Meeting, Date and Time</i></b>	A Public Information Meeting was held on Wednesday, November 9, 2016 at 7:00 p.m. in the Cambridge Community Centre, 5961 Hwy 1, Cambridge,
<b><i>Attending</i></b>	In Attendance:
<b><i>Councillors</i></b>	Councillor Bob Best – District 6
<b><i>Planning Staff</i></b>	Madelyn LeMay – Planner Cindy Benedict – Recording Secretary
<b><i>Applicant</i></b>	Ron Winchester
<b><i>Public</i></b>	14 Members
<b><i>Welcome and Introductions</i></b>	The Chair, Councillor Bob Best, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting. The Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal.
<b><i>Presentation</i></b>	<p>Madelyn LeMay provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Ron Winchester. The proposal is to enter into a development agreement to allow a second semi-detached dwelling and accessory uses at 786/788 Cambridge Road, Cambridge. No evaluation has been completed and no decisions have been made at this point.</p> <p>During the presentation it was mentioned that it is the Sharps Brook that bounds the eastern portion of the property, not the Cornwallis River. Ms. LeMay commented that she will have Mapping Staff look into this.</p> <p>Following the presentation, the floor was opened for comments from the public to which Madelyn LeMay responded.</p>
<b><i>Comments from the Public</i></b>	<p>Jonathan Frenette – Cambridge Road</p> <ul style="list-style-type: none"><li>• Commented that Patrick Frenette wished to have it conveyed that he has no objections to the proposal.</li></ul> <p>Suzanne Waholl – Cambridge Road</p> <ul style="list-style-type: none"><li>• Inquired what the deadline is to submit any questions or concerns that may arise after the meeting tonight.</li></ul>

Response: All concerns raised will be submitted as part of the planning report to the Planning Advisory Committee. The report will be considered at the meeting on December 13, 2016, providing all responses from the other agencies are received. A public hearing will be held before Council gives final consideration to the proposal to provide the public with an opportunity to speak on the proposed development.

- Is concerned about the environment taking into consideration the close proximity of the river, brooks and ponds. How will wells and septic beds affect the environment what with being close to water systems?

Response: Both the Department of Environment and the County Engineering and Public Works, Lands and Parks Services will be asked to comment and provide feedback on the proposal.

- The existing driveway to the current semi-detached dwelling is much wider indicating that there would be more than one dwelling; hearing of a possible third dwelling. What is the intention of these buildings going to be? It is going to be a mini subdivision? Concerned about what is taking place in the middle of an area of mainly single family houses. How will the proposal affect property values?

Ron Winchester commented that the pre-existing driveway was not widened; the culverts were already put in by the Department of Transportation and Public Works.

Response: If a developer puts in infrastructure without meeting the proper criteria, Staff will recommend against the proposal. In terms of assessed values and who lives in a place, these are not planning matters. Planning only deals with the number of units allowed.

- What are the intentions of the development? Is there a possibility that more dwelling units can be placed in the subject area?

Ron Winchester commented that under the current regulations, a third semi-detached dwelling is not permitted.

Response: Under the current regulations, another development agreement process would have to be gone through. The application at this point is for a second semi-detached dwelling.

Beth Langford – Cambridge Road

- You are asking for a second but technically is there room for three or four what with the amount of land that there is?

Ron Winchester commented that he had an environmental study done to check the floodplain and he cannot build at the back part of the lot.

Response: The request that we have before us is for one additional semi-detached dwelling and that is what is being considered. If he wishes to apply for a third he will have to go through the same process and it will again be measured against the criteria.

- Why are there two civic numbers for the one lot?

Response: Each unit is separately given a civic address for emergency purposes.

Don Langford – Cambridge Road

- On the 2 ½ acres you can build two double units per acre so he could conceivably build up to 5 units that are double units.

Response: if it meets all the other criteria and if he had asked for that which he has not. Comments would be required from Environment and all the rest of the organizations to ensure all the criteria are met.

Bill Walsh – Cambridge Road

- As an adjacent landowner, is concerned that a multiple unit can be built where there is no municipal water or sewer.

Response: The Country Residential Zone says very specifically 'unserved'. It has been a long standing policy of Council to have some ability to develop residential neighbourhoods within an agricultural framework.

- He stated that the development fronts on a non-transit road and raised a traffic concern whereby the site lines in either direction from his driveway are compromised as there are not a lot of 60 km drivers. The shoulders of the road are not very wide and he raised a safety concern for pedestrians. There are off road vehicles that access the rail bed to the south and to the west of the subject property.
- Inquired as to how many development proposals, percentage wise, are successful once they get to this stage of the process.

Response: Kings County does not keep track of such statistics.

- Inquired what buffering, landscaping and screening would entail.

Response: These can be required in relationship to a development agreement if seen as being beneficial to a neighbourhood.

### ***Adjournment***

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:35 p.m.

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Cindy L. Benedict  
Recording Secretary



**APPENDIX B**  
**Municipal Planning Strategy Policy 3.4.2.7 i.**

**Specific Development Agreement Criteria**

**Policy 3.4.2.7 i.**

*Council may consider, only by development agreement, in areas zoned Country Residential (R6), proposals for clustered dwellings including bare-land condominiums provided:*

<i>(a) the maximum number of dwelling units on the lot does not exceed one (1) dwelling unit per acre for single-unit dwellings and two (2) dwelling units per acre for two-unit dwellings; and</i>	With the additional dwelling units, density will be 0.6 units per acre, which is considerably below the maximum number of units which may be considered.
<i>(b) maximum lot <b>coverage</b> does not exceed 10% of the lot; and</i>	Lot coverage of the buildings will be well under 0.1%
<i>(c) access to individual units may be provided either by public roads or private driveways on the lot; and</i>	Access is to be provided through a private driveway.
<i>(d) the development agreement specifies that municipal services such as school bus pick-up and waste collection will be provided only on a public street at the intersection of the private driveway with the public street and no public services will be provided on the private driveway; and</i>	The development agreement specifies that municipal services are only to be provided on Cambridge Road.
<i>(e) where a development is proposed within a Wellfield Protection Area, a groundwater assessment by a qualified hydrogeologist stating that the proposed use will not interfere with the water supply of existing uses and confirmation that the ground water supply is adequate to serve the development may be requested by staff; and</i>	The proposed development is not within a Wellfield Protection Area.
<i>(f) one ground sign identifying the development, with the maximum sign size as established in the Land Use Bylaw for a "Subdivision Sign" may be permitted for each frontage on a public street; and</i>	A sign has not been requested; no ability to have a sign is included within the draft development agreement.
<i>(g) development is in accordance with policy 6.3.3.</i>	See Appendix C, following.

## APPENDIX C

### Municipal Planning Strategy Policy 6.3.3.1

#### General Development Agreement Criteria

*A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:*

Criteria	Comments
<i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i>	<p>The proposal is in keeping with the intent of the MPS as discussed in part 5 of this report.</p> <p>There is no Secondary Planning Strategy in this area.</p>
<i>b. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i>	A letter has been received from a QP stating that <i>“Based on the soil evaluation of the test pit, the site conditions and physical size of the property, this property is suitable to support an additional on-site system for another semi detached dwelling.”</i>
<i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i>	<p>EPWPL notes: <i>The property’s southern boundary appears to abut a brook and several drainageways...; much of this area is located within the Environmental Open Space (O1) zone. Some however, straddle the south property boundary from the edge of the O1 zone almost to boundary with 776 Cambridge Road. ...the Applicant is required under the Environment Act to follow Nova Scotia Environment’s Erosion Control guidelines during construction. This can be mitigated so long as the Applicant implements the appropriate controls and work to minimize the areas disturbed during construction.</i></p> <p>The draft development agreement includes a requirement for erosion and sedimentation</p>

	controls during construction, and a satisfactory storm water management plan will be required at the time application is made for development and building permits.
iv. <i>the adequacy of storm drainage and the effect of same on adjacent uses</i>	The lot does not raise any immediate concern regarding storm drainage since all of the proposed development is outside the Environmental Open Space (O1) Zone. The draft development agreement requires the applicant to provide Engineering and Public Works with a drainage plan at the time permits are requested.
v. <i>the adequacy of street or road networks in, adjacent to, and leading to, the development</i>	EPWPL has commented that <i>"the road network seems adequate. We are not aware of any existing traffic complaints or any conditions in the area that would limit the road network's ability to support this Application"</i> DTIR has noted <i>"that the current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time"</i>
vi. <i>the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	The addition of two residential units will have no appreciable effect on schools, recreation or other community facilities.
vii. <i>adequacy of municipal fire protection services and equipment</i>	Fire Services notes that <i>"No issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment."</i>
viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	The proposed dwelling will be on the same lot as a dwelling containing two units now nearing completion. The lot immediately to the north has a single-unit dwelling on it, as does the lot to the south-west. The proposal increases the compactness of development in the area.
ix. <i>the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i>	The area for which development is proposed is suitable for development, and staff are not aware of any soil or geological conditions in the area that would have a negative impact on development.
x. <i>traffic generation, access to and egress from the site, and parking</i>	EPWLP has commented that <i>"the existing driveway appears adequate"</i> and that <i>"Some of the existing trees may need trimming or removal if sightlines are impaired"</i> ; EPW would <i>"defer to DTIR's determination on this item"</i> .



	<p>A Traffic Information Study has not been requested.</p> <p>DTIR has no concerns regarding traffic generation, the sight lines have been verified, and the draft development agreement requires access permits from DTIR.</p> <p>Parking can be accommodated on-site and is required by the draft development agreement.</p>
<p><i>xi. compatibility with adjacent uses</i></p>	<p>The lot is already developed with a residential use. All nearby uses to the north are residential and those to the south are separated by both a single-unit residential use and the former rail line which is now developed as a trail.</p> <p>The development of the lot with two (2) residential units is permitted as-of-right in the LUB; the intensification of the use with two additional residential units on a large lot is a minor intensification contemplated in both the LUB and MPS.</p>
<p><i>c. the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p><i>i. the type of use</i></p>	<p>The draft development agreement specifies the use permitted.</p>
<p><i>ii. the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i></p>	<p>No special requirements are necessary.</p>
<p><i>iii. the height, bulk and lot coverage of any proposed buildings or structures</i></p>	<p>The maximum height, footprint and lot coverage are specified within the draft development agreement.</p>
<p><i>iv. traffic generation</i></p>	<p>As noted above, the draft development agreement requires the owner to obtain access permits from DTIR.</p>
<p><i>v. access to and egress from the site and the distance of these from street intersections</i></p>	<p>DTIR has no concerns with the existing access which will be used for all dwelling units located on the lot. The draft development agreement specifies the driveway location must be satisfactory to DTIR.</p>

<p><i>vi. availability, accessibility of on-site parking</i></p>	<p>As with similar residential uses, one (1) parking space is required for each dwelling unit.</p>
<p><i>vii. outdoor storage and/or display</i></p>	<p>No provision has been made for outdoor storage or display; only that which would be allowed by the underlying zone will be permitted.</p>
<p><i>viii. signs and lighting</i></p>	<p>As noted earlier, the applicant has not requested the ability to have a sign. As a result, signs are not included within the draft development agreement.</p>
<p><i>ix. the hours of operation</i></p>	<p>Hours of operation are not regulated as this is a residential use.</p>
<p><i>x. maintenance of the development</i></p>	<p>Requirements for maintenance are included in s.2.2 of the draft development agreement.</p>
<p><i>xi. buffering, landscaping, screening and access control</i></p>	<p>Following the PIM, the applicant agreed to include a requirement for a buffer within the draft development agreement (s. 2.2).</p>
<p><i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i></p>	<p>A portion of the lot is both designated and zoned Environmental Open Space (O1) and no development is proposed for within this area. Due to possible development constraints on the southern portion of the lot posed by slopes and drainage ways, within the area zoned Environmental Open Space (O1), EPWPL suggest that development in the southern portion be limited and subject to further verification of grades and drainage ways in this area.</p>
<p><i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i></p>	<p>Part 3 of the draft development agreement provides for the discharge of the agreement.</p>
<p><i>xiv. appropriate phasing and stage by stage control</i></p>	<p>Staging has neither been requested nor provided for within the draft development agreement.</p>
<p><i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i></p>	<p>Bonding is not required for this proposal.</p>

**APPENDIX D**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**RONALD J. WINCHESTER OF DTC HOLDINGS LTD.** of 55 Ronald Avenue, Cambridge, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as 786/788 Cambridge Rd, Cambridge and Property Identification (PID) Number 55479943; and

WHEREAS the Property Owner wishes to use the Property for a maximum of four residential units within two dwellings; and

WHEREAS a portion of the Property is situated within an area designated Country Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Country Residential (R6) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 6.3.2.1 and policy 3.4.2.7 of the Municipal Planning Strategy and section 5.2.22 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (DATE), approved this development agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this agreement:

Schedule A	Property Description
Schedule B	Site Plan

### **1.2 Municipal Planning Strategy and Land Use Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5, 1995, as amended, or successor bylaws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Municipal Engineer* means an Engineer who is licensed to practice in Nova Scotia and is appointed by the Municipality and includes a person acting under the supervision and direction of the Municipal Engineer.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw; and
- (b) a maximum of four residential units within two dwellings.

Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this agreement.

## **2.2 Appearance of Property**

- (a) the Property Owner shall at all times maintain all structures and services on the Property in good repair and in a useable state.
- (b) the dwellings shall be located approximately as shown on the Site Plan (Schedule B).
- (c) the Property Owner shall maintain the existing vegetation or plant and maintain buffer areas along the south property line of the subject property where it abuts the area of the neighbouring property containing residential development and along a portion of the north property line where it abuts the area of the neighbouring property containing residential development approximately as shown on the Site Plan (Schedule B) which meet the following requirements:
  - (i) the buffer area shall be planted with trees in a minimum of two parallel rows, spaced alternately at a maximum interval of ten feet (10') on centre over the length of the entire buffer;
  - (ii) each tree shall have an initial minimum height of 4 feet (4') and be capable of growing to a minimum height of 10 feet (10');
  - (iii) a minimum of 50% of the trees shall be evergreen trees; and
  - (iv) the plantings within the buffer shall be completed within one year of the occupancy permit being granted for any residential units on the lot in addition to those permitted as-of-right.

## **2.3 Subdivision**

Any subdivision of the Property shall comply with the requirements of the Subdivision Bylaw.

## **2.4 Parking**

A minimum of one parking space shall be provided for each residential unit.

## **2.5 Driveway Access**

- (a) Driveway access to and from the Property shall be approved by the Nova Scotia Department of Transportation and Infrastructure Renewal prior to any development permit for additional residential units being issued.
- (b) The Property Owner is responsible for complying with the National Building Code of Canada Part 3, Fire Truck Access Routes.

- (c) The Property Owner is and shall remain responsible for the maintenance, upkeep and snow removal of the private driveway on the property including associated costs.

## **2.6 Exterior Lighting**

Any exterior lighting located on the lot shall be directed away from neighbouring properties and the public street.

## **2.7 Waste Collection**

The Property Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Cambridge Road, as shown on the Site Plan (Schedule B).

## **2.8 Water and Sewer Services**

- (a) The Property Owner shall install and maintain on the Property septic systems approved by Nova Scotia Department of Environment that accommodate all permitted residential units.
- (b) The Property Owner shall be responsible for providing adequate water services to the standards of the authority having jurisdiction and at the Property Owner's expense.

## **2.9 Drainage**

Prior to permits being issued for the two additional residential units, the Property Owner shall submit:

- (a) a storm water management plan; and
- (b) an erosion control plan consistent with the Nova Scotia Department of Labour Erosion and Sedimentation Control Handbook

which are satisfactory to the Municipal Engineer.

## **PART 3 CHANGES AND DISCHARGE**

- 3.1** The Property Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the

changes do not significantly alter the intended effect of these aspects of this agreement.

**3.3** The following matters are substantive matters:

(a) the uses permitted on the property as listed in Section 2.1 *Use of this agreement*.

**3.4** Upon conveyance of land by the Property Owner to either:

(a) the road authority for the purpose of creating or expanding a public street over the Property; or

(b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

**3.5** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Municipality has issued any development permits, building permits and/or occupancy permits that may be required.

### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

### **4.3 Completion and Expiry Date**

- (a) The Property Owner shall sign this agreement within 60 calendar days of the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted agreement shall be null and void.
- (b) The Property Owner shall complete construction of the third and fourth residential units within two (2) years of this agreement being recorded at the Land Registry Office.

## **PART 5 COMPLIANCE**

### **5.1 Compliance With Other Bylaws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force, or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

### **5.2 Municipal Responsibility**

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this agreement and all other laws pertaining to the development.

### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and has full authority to enter this Development Agreement.



#### **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this agreement in the Land Registration Office.

#### **5.5 Full Agreement**

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

#### **5.6 Severability of Provisions**

The provisions of this agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

#### **5.7 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

#### **5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tom MacEwan, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**DTC HOLDINGS LTD**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**RONALD J. WINCHESTER**, President

**SCHEDULE A**

**PROPERTY DESCRIPTION**

**Taken From Property Online November 9, 2016**

Place Name: CAMBRIDGE ROAD CAMBRIDGE

Municipality/County: MUNICIPALITY OF THE COUNTY OF KINGS/KINGS COUNTY

Designation of Parcel on Plan: LOT 2

Title of Plan: PLAN OF SUBDIVISION SHOWING LOT 2 & LOT 3 SUBDIVISION OF  
LANDS OF THE ESTATE OF CAROLINA G SAWLER CAMBRIDGE ROAD

CAMBRIDGE KINGS COUNTY NOVA SCOTIA

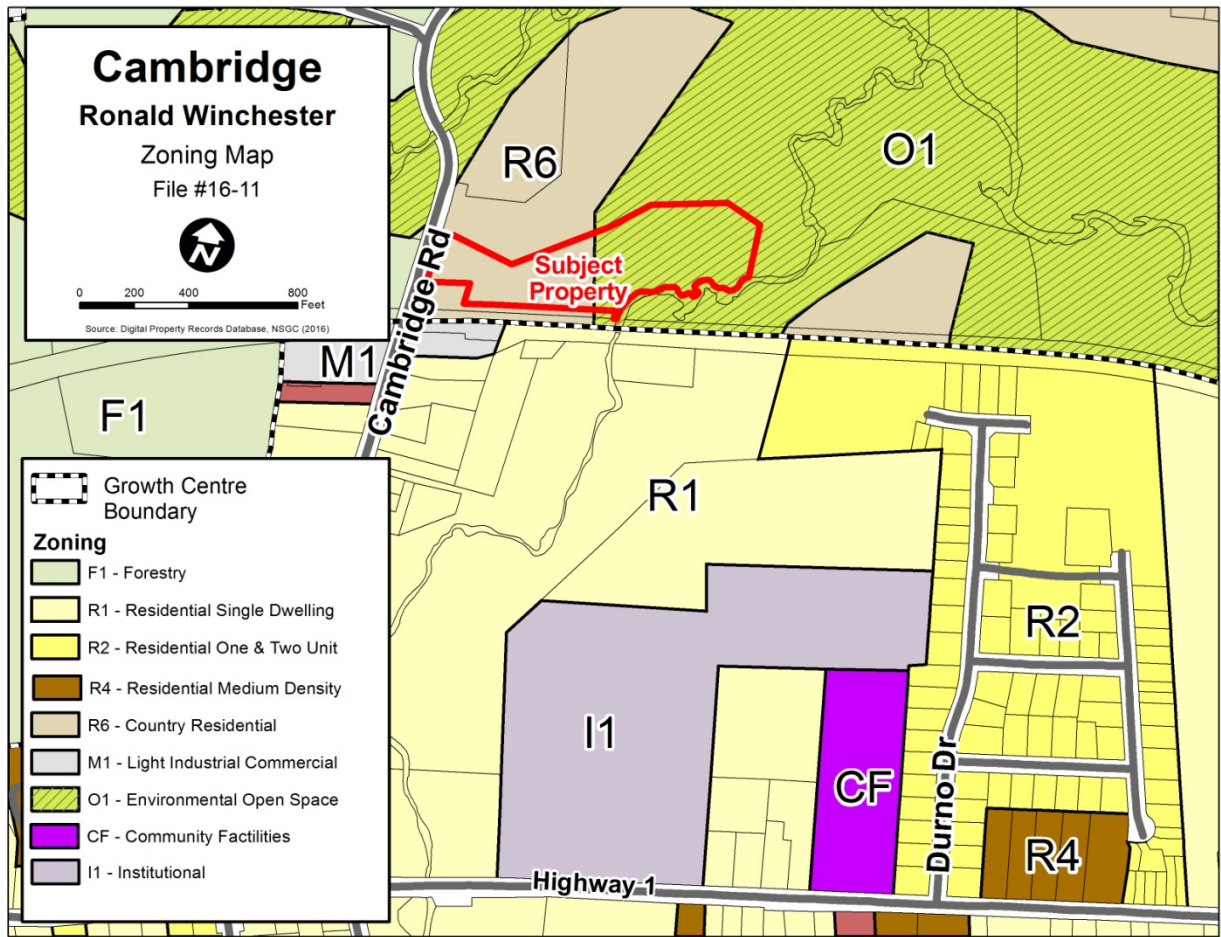
Registration County: KINGS COUNTY

Registration Number of Plan: 84243774

Registration Date of Plan: 2006-02-01 15:04:04



FIGURE 1





## Municipality of the County of Kings Report to the Planning Advisory Committee

Application: to expand the existing building to accommodate an addition to the existing restaurant and enclose an entry to one of the existing residential units (File #16-15)

Date: December 13, 2016

Prepared by: Planning and Development Services

<b>Applicant</b>	Mr. Brian Hebb, Farmer's Family Diner
<b>Land Owner</b>	Mr. Brian Hebb
<b>Proposal</b>	Expansion of the existing building to accommodate an addition to the existing restaurant and to enclose an entry to one of the existing residential units
<b>Location</b>	1256 Ward Road, Millville (PID # 55332654)
<b>Lot Area</b>	4.25 acres
<b>Designation</b>	Agricultural District and Tourist Destination Area
<b>Zone</b>	Agricultural (A1)
<b>Surrounding Uses</b>	Residential and agricultural
<b>Neighbour Notification</b>	Seven (7) owners of property within 500' of the subject property have been notified that an application has been received; these owners will also be notified of any public hearing.

### 1. PROPOSAL

Mr. Brian Hebb has applied to construct an approximately 14.5' by 32' addition to his commercial (restaurant) use and to add an approximately 9' by 19' enclosed entry for one of the existing residential units, all within one addition to the existing structure.

### 2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted;
- C. Provide alternative direction, such as requesting further information on a specific topic or recommending changes to the draft development agreement.

### 3. BACKGROUND

The property is designated Agricultural and zoned Agricultural (A1) as are the neighbouring properties on the south side of the road. On the north side of Ward Road, the properties in this area are designated Country Residential and zoned Country Residential (R6). The lot lies just outside the hamlet of Millville but is within the Millville General Service Area of the Nova Scotia Civic Address File.

The existing restaurant and residential units were developed under a development agreement approved by Council May 16, 1995 and recorded at the Registry of Deeds June 27, 1995 and have operated continuously since that time. Due to the volume of business in the summer months, Mr. Hebb wishes to add a 32-seat sunroom addition to the restaurant. He also wishes to add an enclosed entry directly from the sunroom area for one of the existing residential units for ease of winter access.

Since the development agreement has been in place for a considerable time and the basic contents and format used for development agreements have changed over time, the recommendation will include the replacement of the entire agreement rather than an amending document.

## **4. INFORMATION**

### **4.1 Site Information**

The property is located on Ward Road, just outside the hamlet of Millville in an area which is primarily residential and agricultural. It is within and forms part of the Tourist Destination Area surrounding the Oaklawn Zoo.

### **4.2 Site Visit**

A site visit was carried out by a planner and development officer on Wednesday October 26, 2016; a second site visit was carried out by a planner November 18, 2016. On October 26, 2016, Mr. Hebb provided information regarding the present and proposed structures and a tour of the restaurant and proposed addition.

### **4.3 Public Information Meeting**

Under Council's Planning Policy PLAN 09-001, a Public Information Meeting (PIM) is held for development agreement applications that are considered to be either a new use or the expansion of an existing use by more than 50 per cent of its footprint. Since the proposal from Mr. Hebb is an expansion to an existing use of less than 50 per cent of the footprint, a PIM was not held.

### **4.4 Request for Comments**

Comments were requested from the following groups with the results as described below and in Appendices A and B. Material has been included within the draft development agreement to respond to any concerns expressed.

#### **4.4.1 Department of Transportation and Infrastructure Renewal (DTIR)**

DTIR has commented that:

*The current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time.*

DTIR has also noted that the sight lines have been verified.

#### 4.4.2 Municipality of the County of Kings Engineering and Public Works (EPWPL)

Municipality of the County of Kings EPWPL has commented that:

- the driveway appears adequate for the proposed development; sight lines should be verified by DTIR;
- the road network is adequate to support the proposal;
- it has no other concerns with traffic generation or access to and egress from the site;
- it has no concerns regarding municipal services, storm drainage or the suitability of the site for the proposal

#### 4.4.3 Municipality of the County of Kings Building and Enforcement (B& E)

Municipality of the County of Kings B & E has noted that the addition has not received permits and is not in compliance with the Building Code Act, but *“if the agreement moves forward and is approved, permits can then be issued with the appropriate inspections conducted to gain Code compliance.”*

#### 4.4.4 Municipality of the County of Kings Fire Services

Municipality of the County of Kings Fire Services has commented that the Fire Chief for the area reports that *“no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”*

#### 4.4.5 Department of Environment (NSDOE)

NSDOE notes that it *“has no comment to provide with respect to proposed developments. The owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.”*

#### 4.4.6 Development Control

Comments received from the Development Officer have been incorporated into the draft development agreement.

#### 4.4.7 Legal Review

Comments were received from the Municipal Solicitor.



## **5. POLICY REVIEW – DEVELOPMENT AGREEMENTS**

### **5.1 Development Agreements**

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

### **5.2 Land Use By-law**

Neither restaurants nor residential units within a commercial building are a listed permitted use in the Agricultural (A1) Zone. However, Part 5 of the LUB, *Uses Permitted by Development Agreement*, in section 5.4 states that: *“The following tourist commercial uses shall be permitted: ... 5.4.2 Tourism oriented commercial uses in areas designated as Tourist Destination Areas as provided for in Policy 4.4.8 of the Municipal Planning Strategy.”* In addition, section 5.4.2.1 of the LUB notes that this area is a *“Tourist Destination Area”*: *“The Oaklawn Farm Zoo and surrounding lands is designated as a Tourist Destination Area in accordance with the provisions of Section 4.4.8.6, and Map 15 (Future Land Use Map) of the Municipal Planning Strategy. This includes all properties fronting onto Ward Road, between the boundary of the hamlet of Millville to the east, and Palmer Road to the west.”*

### **5.3 Municipal Planning Strategy**

Subsection 4.4.8.6.1 of the MPS establishes this area as a Tourist Destination Area: *“a. the Oaklawn Farm Zoo and surrounding area. This Tourist Destination Area shall include all properties fronting onto Ward Road, between the boundary of the hamlet of Millville to the east, and Palmer Road to the west. The general location is noted by a shaded circle containing the letters TDA1 on Map 15, the Future Land Use Map.”*

Section 4.4.8.7 of the MPS notes that *“Council may consider proposals for tourist related commercial uses in areas designated as Tourist Destination Areas.”*

#### **5.3.1 Specific Development Agreement Policies**

Section 4.4.8.7 of the MPS also provides the specific criteria which are considered in detail in Appendix A. The proposal meets the specific criteria as it is for an expansion of a

tourist-oriented use and the residential units provide support for the existing use; the proposed use is an addition to a structure earlier deemed to be compatible with the surrounding landscape; the expansion is very limited in scale; no changes to the lot or landscaping are proposed and the applicant will need to ensure that the requirements of the Department of Environment are met at the time of application for permits for the expansion.

### 5.3.2 General Development Agreement Policies

Municipal Planning Strategy section 6.3.3.1 contains the criteria for use when considering all development agreements (Appendix B). These consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. The proposal is consistent with the intent of the MPS as it provides for enlargement of a tourist-oriented facility which caters to the general public within a Tourist Destination Area. There are no associated Municipal costs; the applicant will need to meet the requirements of Department of Environment at the time he applies for permits for the expansion; no pollution problem is anticipated; roads, access and parking are adequate and the use appears to be compatible with adjacent uses.

Municipal Planning Strategy subsection 6.3.3.1 (c) specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The proposed development agreement clarifies the requirements placed on the development by the earlier development agreement and regulates the size of the addition without placing further restrictions on the developer.

## 6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The majority of the development agreement is a replacement of that now in place. The existing agreement is now 20 years old and the form of development agreements has changed somewhat.

The main components of the draft development agreement are:

<b>Draft Development Agreement</b>	<b>Content</b>
<b>Location</b>	
2.1	use of the property as a restaurant and two residential units
2.2	location and appearance of the main building
2.3	the amount of parking and location of the parking area
2.4	the number and size of signs
2.8	the responsibility of the owner to provide water and on-site sewer services.

Substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement.

In the draft development agreement the only substantive matter is the use allowed on the property.

## 7. CONCLUSION

The proposed expansion of the restaurant use within a Tourist Destination Area supports the policies of Council regarding tourist destination areas expressed in the Municipal Planning Strategy, and as a result, staff is giving a positive recommendation.

## 8. STAFF RECOMMENDATION

Staff recommends that the Planning Advisory Committee forward a positive recommendation by passing the following motion:

**The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing to discharge the development agreement dated June 26, 1995 between the Municipality of the County of Kings and Brian Hebb recorded at the Registry of Deeds at Kentville, Nova Scotia on June 27, 1995 in Book 1021 at pages 170-181 as document #4661, and to consider entering into the development agreement to allow an addition to the existing building to accommodate an expansion to the restaurant and an enclosed entry to one of the residential units at 1256 Ward Road, Millville which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.**

## 9. APPENDICES

Appendix A	Specific Development Agreement Criteria
Appendix B	General Development Agreement Criteria
Appendix C	Present Development Agreement
Appendix D	Proposed Development Agreement

**APPENDIX A**  
**Municipal Planning Strategy Policy 4.4.8.7**  
**Specific Development Agreement Criteria**

4.4.8.7 Council may consider proposals for tourist related commercial uses in areas designated as Tourist Destination Areas subject to the owner entering a Development Agreement with Council under the provisions of the Municipal Government Act. In considering a Development Agreement, Council shall have regard to the following:

<i>a.the range of uses is limited to those oriented to Tourists and may include, but not be limited to, food, lodging, arts, museums and crafts</i>	The proposed use is an expansion of the existing restaurant and residential uses which support the restaurant.
<i>b.uses must be housed in structures which are architecturally compatible with the surrounding landscape and specifically involve pitched or similar roof design, natural, wood, stone or brick exterior cladding materials.</i>	The proposed addition is architecturally compatible with the existing building.
<i>c.the proposal must be relatively limited in scale so as not to substantially alter the landscape or result in strip commercial development</i>	The proposed restaurant addition is limited in scale at approximately 650 sq. ft. in area; the existing restaurant is approximately 1,800 sq. ft. in area. The proposed addition is approximately 36 per cent of the size of the existing restaurant. As it is part of the existing business it will not contribute to strip commercial development.
<i>d.proposed landscaping must be sensitive to the site characteristics and surrounding area</i>	No changes are proposed to the landscaping required by the present development agreement.
<i>e.the site must be suitable for the proposed use in terms of steepness of grades, soil and geological conditions; or location relative to watercourses, marshes, swamps and bogs</i>	EPWPL notes that it anticipates “minimal impacts at this time since that the proposed expansion simply encloses the existing patio”
<i>f.the site must be capable of accommodating on site sewage disposal system and water supply where central services are not available</i>	NS DOE has noted that it “has no comment to provide with respect to proposed developments. The owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.”
<i>g.the proposal must meet all other pertinent policies of this Strategy, including those applicable to Development Agreements in Part 6</i>	See Appendix B, following.

**APPENDIX B**  
**Municipal Planning Strategy Policy 6.3.3.1**  
**General Development Agreement Criteria**

**Policy 6.3.3.1**

*A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:*

<b>Criteria</b>	<b>Comments</b>
<p><i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i></p>	<p><i>The proposal is in keeping with the intent of the Municipal Planning Strategy: it is an addition to a tourism-oriented commercial use in an area designated as a “Tourist Destination Area”, as discussed in part 5 of this report.</i></p> <p><i>There is no Secondary Planning Strategy in this area.</i></p>
<p><i>b. that the proposal is not premature or inappropriate by reason of:</i></p>	
<p><i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i></p>	<p><i>The proposal does not involve any development costs to the Municipality.</i></p>
<p><i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i></p>	<p><i>The existing use utilises private on-site sewer and water systems; Department of Environment has commented that the “owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.” This would be done at the time application is made for development and building permits.</i></p>
<p><i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i></p>	<p><i>EPWPL expects “minimal impacts at this time since that the proposed expansion simply encloses the existing patio”.</i></p>
<p><i>iv. the adequacy of storm drainage and the effect of same on adjacent uses</i></p>	<p><i>EPWPL expects “no change in storm drainage conditions at this time. The existing patio is already an “impervious” surface for drainage considerations and the proposed expansion is not expanding this footprint”</i></p>
<p><i>v. the adequacy of street or road networks in, adjacent to, and leading to, the development</i></p>	<p><i>EPWPL has commented that “the road network seems adequate. We are not aware of any existing traffic complaints or any conditions in the area that would limit the road network’s ability to support this Application”</i></p>

vi. <i>the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	This is not applicable as this is a commercial use.
vii. <i>adequacy of municipal fire protection services and equipment</i>	Fire Services has commented that “no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”
viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	Since the proposal is for an addition to an existing commercial use, this criterion is not applicable.
ix. <i>the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i>	EPWPL notes that “the site appears suitable for the proposed development”.
x. <i>traffic generation, access to and egress from the site, and parking</i>	EPWPL has commented that “the existing driveway appears adequate for two semi-detached homes” and that “Some of the existing trees may need trimming or removal if sightlines are impaired”; EPWPL would “defer to DTIR’s determination on this item”.  A Traffic Information Study has not been requested.
xi. <i>compatibility with adjacent uses</i>	Since this is an addition to a commercial use which has been in operation since 1995, with no conflicts having been reported during this period, no conflicts are anticipated.
c. <i>the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
i. <i>the type of use</i>	The draft development agreement specifies the uses permitted.
ii. <i>the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i>	No special requirements are necessary.
iii. <i>the height, bulk and lot coverage of any proposed buildings or structures</i>	The size and location of the addition is specified within the agreement.
iv. <i>traffic generation</i>	Please see 6.3.3.1 v., above.
v. <i>access to and egress from the site and the distance of these from street intersections</i>	Please see 6.3.3.1 v., above.
vi. <i>availability, accessibility of on-site parking</i>	No changes are proposed from the original site plan which forms part of the proposed agreement.

<p><i>vii. outdoor storage and/or display</i></p>	<p>The existing and proposed agreements each contain a clause that “outdoor” storage be in a structure or screened from public view.</p>
<p><i>viii. signs and lighting</i></p>	<p>The material regarding signs has been expanded to accommodate the existing signs, allow for one proposed sign and establish reasonable limits on size.</p>
<p><i>ix. the hours of operation</i></p>	<p>Hours of operation are not regulated as they were not regulated within the original draft development agreement and concerns have not been expressed about the hours of operation.</p>
<p><i>x. maintenance of the development</i></p>	<p>The draft development agreement requires reasonable maintenance of the development.</p>
<p><i>xi. buffering, landscaping, screening and access control</i></p>	<p>The existing and proposed agreement each contain clauses regarding location of the driveway and general upkeep of the property; no requirements for buffering are included in either development agreement.</p>
<p><i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i></p>	<p>Since the lot does not appear to contain any site conditions that would have an impact on development, no special requirements are needed.</p>
<p><i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i></p>	<p>The draft development agreement provides for discharge of the agreement.</p>
<p><i>xiv. appropriate phasing and stage by stage control</i></p>	<p>Phasing is not needed and has not been requested or included within the draft development agreement.</p>
<p><i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i></p>	<p>No performance bonding or security is needed.</p>

**APPENDIX C**  
**MUNICIPALITY OF THE COUNTY OF KINGS**

04661

**JUN 27 1995**

"BE IT RESOLVED that the Municipality of the County of Kings enter into the attached Development Agreement with Brian Hebb and Elizabeth Hebb to provide for a full service restaurant, a craft shop and farm vacation apartments in an area designated as a Tourist Destination Point in the Agricultural District south of Aylesford under the provisions of the Planning Act and the Kings County Municipal Planning Strategy."

Province of Nova Scotia  
County of Kings

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Kentville in the County of Kings, N. S., at 9:20'clock A.M., on the 27 day of June A.D., 1995 in Book No. 1021 at Pages 170-181 as Document Number 4661

*Irene Hawkins*  
Registrar of Deeds for the Registration District of Kings County.

THIS IS TO CERTIFY that the foregoing was considered and passed by a majority vote of those Councillors present when the vote was taken at the annual session held on the 16th day of May, A.D., 1995 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hand of the Warden and the Municipal Clerk and under the corporate seal of the Municipality this 16 day of May, 1995.

*Charles E. Fraser*  
Charles E. Fraser, Warden

*R. G. Ramsay*  
R. G. Ramsay, Municipal Clerk



**THIS AGREEMENT** made this 21<sup>st</sup> day of June, 1995.

**BETWEEN:**

**BRIAN HEBB AND ELIZABETH HEBB**, County of Kings,  
Province of Nova Scotia (hereinafter called the "DEVELOPER"),

**OF THE FIRST PART**

- and -

**THE MUNICIPALITY OF THE COUNTY OF KINGS**, a body  
corporate pursuant to the Municipal Act, R.S.N.S., 1989, Chapter 295,  
having its chief place of business at Kentville, in the County of Kings,  
Province of Nova Scotia (hereinafter called the "MUNICIPALITY"),

**- OF THE SECOND PART**

**WHEREAS** the Developer is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule "C" attached hereto, and wishes to obtain permission, pursuant to Policies 4.4.9.5 of Section 4.4.9 of the Municipal Planning Strategy to develop a full service restaurant, craft shop and farm vacation apartments;

**AND WHEREAS** the Municipality of the County of Kings has requested that the Developer enter into a Development Agreement incorporating the provisions of Section 55 of the Planning Act and Policies 4.4.9.5 of Section 4.4.9 of the Municipal Planning Strategy so that the Developer may develop and use the Property in a manner which is not presently provided for within the Land Use Bylaw generally applicable to the particular zone in which the Property is located;

**THEREFORE**, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

**1. DEFINITIONS**

- (a) **Kings County Land Use By-law** means Bylaw 75 of the Municipality, being the Land Use Bylaw pertaining to the Municipality of the County of Kings approved on August 6, 1992 as amended.
- (b) Unless otherwise defined, all words used herein shall have the same meaning as defined in the Land Use Bylaw of the Municipality.
- (c) "Council" shall mean the Council of the Municipality.
- (d) "Building" shall mean the proposed building for the restaurant, craft shop and farm vacation apartments as shown on Schedules "A" and "B".

## 2. SCHEDULES

The following attached schedules shall form a part of this Agreement:

- Schedule "A" - Site Plan (hereinafter called the "Site Plan")
- Schedule "B" - Building Elevations
- Schedule "C" - Description of Property.

## 3. USE

The Developer pursuant to this Agreement may apply for a Development Permit for the Building and develop the land features on the Property as outlined in this Agreement.

## 4. APPLICATION FOR DEVELOPMENT PERMIT

- (a) The Developer may apply for a Development Permit to construct the Building and develop the Property as outlined in this Agreement.
- (b) The Developer shall submit building plans and specifications which are acceptable to the Development Officer of the Municipality and any other information which the Development Officer deems necessary to determine whether the proposed development conforms with the requirements of this Agreement.

The Development Officer of the Municipality shall issue the Development Permit upon compliance with the requirements of (a) and (b) above.

## 5. COMMENCEMENT OF OPERATION

- (a) The Developer shall not commence construction of the Building until the Development and Building Permits have been issued by the Municipality.
- (b) No new unit within the Building shall be occupied until the Municipality has issued an Occupancy Permit for that unit.

## 6. SITE PLAN

The Property shall be developed and maintained in conformity with the Site Plan as shown on Schedule "A" and the other provisions of this Development Agreement.

## 7. ARCHITECTURAL DESIGN

- (a) The Developer shall construct a new building (herein after called the Building) limited to one storey and 3000 square feet, of which no more than 1500 square feet shall be devoted for use as a restaurant.

- (b) Architectural design of the new building shall conform to the design and proportions shown (including roof pitch, wall to wall ratios, and exterior cladding of horizontal wood or synthetic siding) in the drawings on Schedule "B".

#### 8. SIGNAGE

Signage on the property shall conform to the signage details and locations provided for on Schedules "A" and "B".

#### 9. PARKING STANDARDS

- (a) The Developer shall locate the parking area as configured on the Site Plan.
- (b) The Developer shall ensure that a minimum of 28 spaces are provided. Parking spaces shall have dimensions of no less than nine (9) feet by eighteen (18) feet.
- (c) The Developer shall ensure that the parking area is designed with a surface to prevent the raising of dust.

#### 10. LANDSCAPING

The Developer shall develop the Property in accordance with the following:

- (a) The grassed areas as shown on the Landscaping Plan shall be maintained in a neat and presentable condition.
- (b) Proposed trees and shrubs around the building as shown on the Site Plan, shall be planted and maintained. Any plantings that require replacement shall be replanted as needed.

#### 11. VEHICULAR ACCESS

- (a) The Developer shall construct or install no more than one (1) access point, shown as "Drive" on Schedule "A", which shall be a minimum of twenty (20) feet wide up to a maximum of thirty six (36) feet wide and shall be located in the area designated as such on the Site Plan.
- (b) The Developer shall place a curb, barrier or ditch to prevent vehicular access across the rest of the frontage of the Property along Ward Road. A curb shall also be placed separating the parking area and driveway from the landscaped area as shown on the Site Plan.

#### 12. PEDESTRIAN WALKWAY

The Developer shall construct or install and maintain a stable surface that is treated to prevent the raising of dust or loose particles over walkways from the Building to the parking areas.

**13. SEWER CONNECTION AND WATER SUPPLY**

- (a) The private on-site sewage disposal system proposed for the Property shall be approved by the Department of the Environment before installation.
- (b) The Developer shall be responsible for providing an acceptable water supply to the Building.

**14. OUTDOOR STORAGE**

The Developer shall ensure that any storage of garbage and maintenance equipment shall be in an enclosed structure or in some way adequately screened from public view.

**15. APPEARANCE OF PROPERTY**

The Developer shall at all times maintain the Property in a neat and presentable condition including the structures, lawns, landscaping, driveways and parking areas.

**16. LIGHTING**

The Developer shall provide and maintain that any lights used for illumination of the Property shall be so arranged as to divert the light away from Ward Road and adjacent residential structures.

**17. COMPLETION OF PROJECT**

The Developer shall complete the construction of the Building and the development of the Property as permitted by this Agreement within 3 years from the date of this Agreement being approved by Council.

If the development is not commenced within 2 years, this Agreement may be discharged by resolution of Council in accordance with Sections 74 and 76 of the Planning Act.

**18. SUBSEQUENT DEVELOPMENT**

Any subsequent development of the Property not included in this Agreement may only be initiated upon the entering into of a new Development Agreement with the Municipality or in accordance with the provisions of the Land Use Bylaw upon the discharge of this Agreement by resolution of Council.

**19. AMENDMENTS**

- (a) Except for amendments as specified herein, the Developer shall not vary or change the use of the Property as described in Section 3 and the Schedules to this Agreement, unless a new Development Agreement is entered into with the Municipality.

- (b) The term "amendments as specified herein" for the purposes of this clause, means the following:
- expansion of the Building within seven years from the date of this agreement being approved by Council so as to accommodate two additional farm vacation apartments; Building expansion not exceeding 1500 square feet in total, in a manner consistent with the existing Building as shown on Schedule " B ";
  - changes in the landscaping, which changes shall be considered to be minor and in keeping with the intent of the landscaping provisions of this Agreement; or
  - variance in the location of the drive or parking envelopes which variance shall be considered as being minor and in keeping with the provisions of this Agreement.

## 20. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- (a) Apply for an injunction or injunction type relief; or
- (b) Prosecute under the Planning Act, Land use Bylaw or Building Bylaw; or
- (c) Sue for specific performance of any terms or conditions; or
- (d) Sue for breach of contract; or
- (e) Terminate this Agreement; or
- (f) Undertake any remedies permitted by the Planning Act; or
- (g) Any combination of the above.

## 21. COMPLIANCE WITH OTHER BYLAWS AND REGULATIONS

Nothing in this Agreement shall exempt the Developer from complying with other bylaws and regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permit, permission or approval required thereunder, including any permission required under the Fire Prevention Act.

## 22. OBSERVANCE OF THE LAW

Subject to the provisions of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality applicable to the Developer.

**23. REGISTRATION OF AGREEMENT**

The Development Agreement shall be filed by the Municipality in the Registry of Deeds at Kentville in the Province of Nova Scotia.

**24. SEVERABILITY OF PROVISIONS**

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

**25. INTERPRETATIONS**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

**26. COSTS**

The Developer shall pay the costs associated with the advertising required for this Agreement, as well as any Development fees applicable to the Development.

**27. OWNERSHIP AND CONTROL**

The Developer warrants and covenants that the Developer is the legal and registered owner or otherwise controls the Property and is able to give legal effect to the Developer's covenants and undertakings in this Agreement.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, heirs, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto on the day and year first above written.

\_\_\_\_\_  
SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

Marie Anderson  
Witness

\_\_\_\_\_  
THE MUNICIPALITY OF THE COUNTY OF KINGS

Per: Charles E. Fraser  
Charles E. Fraser, Warden

Per: R. G. Ramsay  
R. G. Ramsay, Municipal Clerk

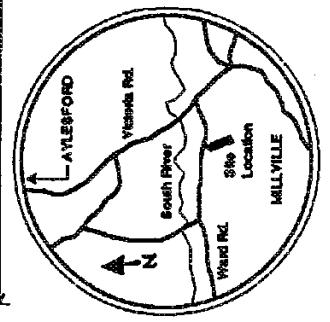
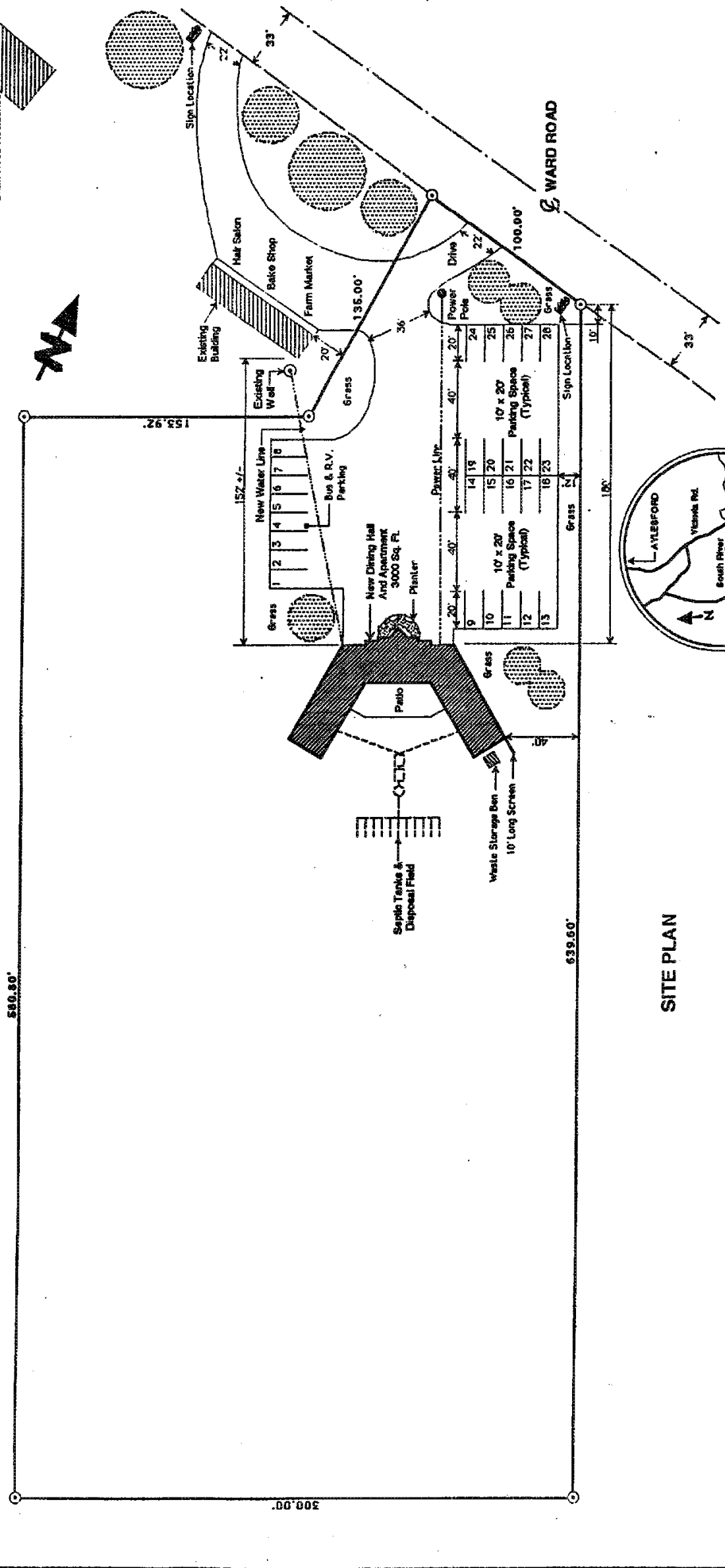
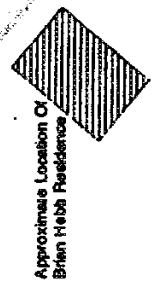
SIGNED, SEALED AND DELIVERED  
In the presence of:

Cynthia L. Backer  
Witness

Brian Hebb  
Brian Hebb

Elizabeth Hebb  
Elizabeth Hebb

Schedule "A"



SITE PLAN

HEBB'S FARM VACATION  
APARTMENT AND DINING HALL

SITE PLAN

T. W.L. PARKS DWG. # 1 - 2

LOCATION PLAN

580.80'

152.92'

509.00'

639.60'

180'

Sign Location

WARD ROAD

Hair Salon

Bakery Shop

Farm Market

Existing Building

Existing Well

New Water Line

Bus & R.V. Parking

Power Pole

Drive

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

New Dining Hall And Apartment 3000 Sq. Ft.

Planter

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Grass

Septic Tanks & Disposal Field

Waste Storage Ben

10' Long Screen

Grass

Grass

Grass

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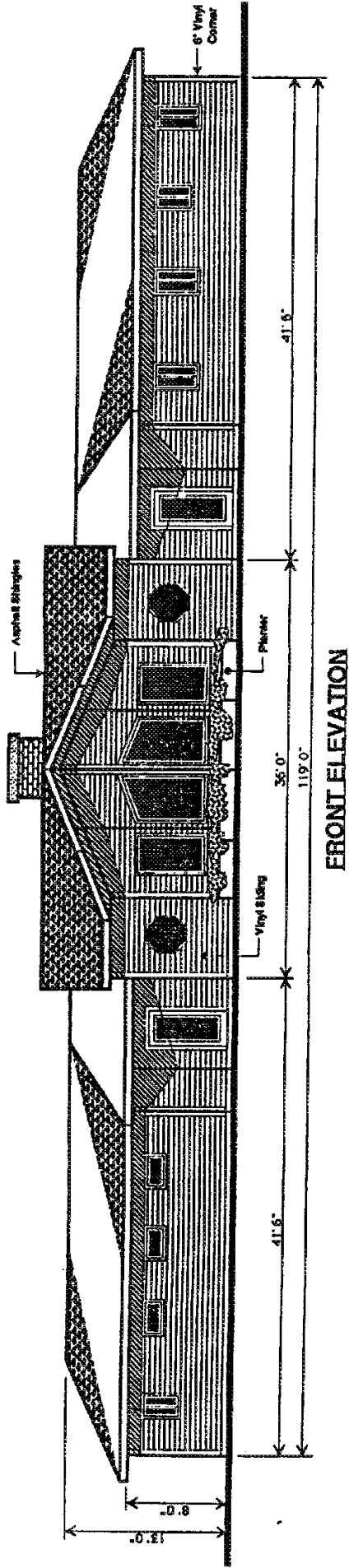
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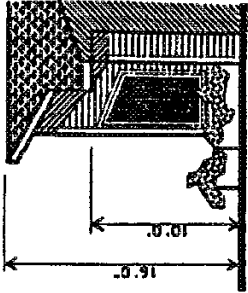
Grass



Schedule "B"



SIDE VIEW OF FRONT ALCOVE



**The "Farmer's" Family Diner**  
*Enjoy Old & New Style Cooking*  
*Airconditioned Dining Room & Craft Shop*  
 Open 7 Days A Week From July To Sept.  
     12:00 noon - 8:00 pm  
 Oct. To June - Thursday To Sunday  
     4 pm - 8 pm

26'

50'

SIGNAGE DETAIL

HEBB'S FARM VACATION APARTMENT AND DINING HALL	
FRONT ELEVATION & SIGNAGE	
DRN: W. L. PARKS	DWG: 2 OF 2

**Schedule C**

All and singular that certain lot, piece or parcel of land lying and being situated on the South side of the Ward Road, Millville, Kings County, Nova Scotia, and being more particularly described as follows;

Beginning at a survey marker placed on the South boundary of the Ward Road and being the Northwest corner of lands conveyed to the Nova Scotia Farm Loan Board (Book 470, Page 048) occupied by Reg Leonard,

Thence S 24° 20' 04"E along the West boundary of said lands occupied by Reg Leonard a distance of 639.60' to a survey marker placed,

Thence S 65° 39' 56" W a distance of 300.00' to a survey marker placed,

Thence N 24° 20' 04" W a distance of 580.80' to a survey marker placed,

Thence N 65° 39' 56" E a distance of 153.92' to a survey marker placed,

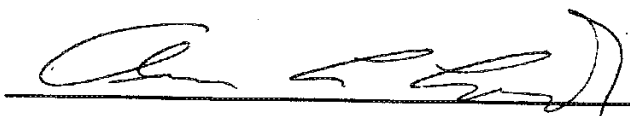
Thence N 04° 41' 42" E a distance of 135.00' to a survey marker placed on the South boundary of said Ward Road,

Thence S 78° 00' 24" E along the South boundary of said Ward Road a distance of 100.00' to the Place of Beginning. (Containing 4.2523 Acres),

Being all of Lot "B.H-1", a portion of lands conveyed to the Nova Scotia Farm Loan Board (Book 547, Page 278) occupied by Brian Hebb, as shown on a survey plan by Shaun R. Stoddart N.S.L.S., Dated November 22, 1994., Plan File No. C-94456.

CANADA  
 PROVINCE OF NOVA SCOTIA  
 COUNTY OF KINGS

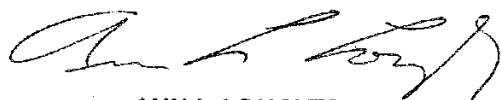
ON THIS 26 day of June, 1995 before  
 me, the subscriber personally came and appeared, Cynthia L. Barker a subscribing  
 witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that  
Brian Hebb + Elisabeth Hebb one of the parties thereto, signed, sealed and delivered  
 the same in he presence.



**ANN L. LONGLEY**  
 & COMMISSIONER OF THE SUPREME COURT  
 OF NOVA SCOTIA

CANADA  
 PROVINCE OF NOVA SCOTIA  
 COUNTY OF KINGS

ON THIS 16 day of May, 1995 before  
 me, the subscriber personally came and appeared, Marie Condran a subscribing  
 witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the  
 Municipality of the County of Kings one of the parties hereto, caused the same to be executed in its  
 name and on its behalf and its corporate seal to be thereunder affixed, under the hands of its proper  
 officers, thereunto duly authorized in he presence.



**ANN L. LONGLEY**  
 & COMMISSIONER OF THE SUPREME COURT  
 OF NOVA SCOTIA

**APPENDIX D**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**BRIAN HEBB** of 1256 Ward Road, Millville, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as 1256 Ward Road, Millville, and Property Identification (PID) Number 55332654; and

WHEREAS the Property Owner wishes to use the Property for a restaurant and two residential units all within one structure; and

WHEREAS the Property is situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 4.4.8.7 of the Municipal Planning Strategy and section 5.4.2 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (DATE), approved this development agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this agreement:

Schedule A	Property Description
Schedule B	Site Plan
Schedule C	Elevation

### **1.2 Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5, 1995, as amended, or successor bylaws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

*Development Officer* means the Development Officer appointed by the Council of the Municipality.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw;
- (b) a full-service restaurant with a maximum floor area of 2,500 sq. ft. including the kitchen and sunroom;
- (c) two (2) residential units; and
- (d) the development of any accessory use or structure in accordance with the requirements for accessory uses or structures contained in the underlying zone.

Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this agreement.

## **2.2 Main Building**

- (a) The main building and addition shall be located approximately as shown on Schedule B; and
- (b) The architectural design of the addition shall reflect the design and proportions shown in the elevation shown on Schedule C.

## **2.3 Parking and Driveway**

- (a) A minimum of 28 parking spaces, each a minimum of nine (9) feet by eighteen (18) feet shall be provided;
- (b) The driveway and parking area shall be designed with a surface which prevents the raising of dust;
- (c) The driveway and parking area shall be located approximately as shown on Schedule B; and
- (d) Driveway access to and from the Property shall be approved by the Nova Scotia Department of Transportation and Infrastructure Renewal prior to any development permit being issued for the expansion.

## **2.4 Signs**

- (a) The following signs shall be permitted:
  - (i) one facia (wall) sign with a maximum sign area of 25 square feet;
  - (ii) one facia (wall) sign with a maximum sign area of 10 square feet; and
  - (ii) one internally-lit ground sign with a maximum sign area of 20 square feet and maximum height of 25 feet.
- (b) Signs shall be located at least five (5) feet from any property line.

## **2.5 Exterior Lighting**

Any exterior lighting located on the lot shall be directed away from neighbouring properties and the public street.

## **2.6 Appearance of Property**

- (a) All structures and services on the Property shall be maintained in good

repair and in a useable state;

- (b) All landscaped areas shall be maintained in a neat condition; and
- (c) All storage, garbage or maintenance equipment shall be enclosed within a structure or screened from public view.

## **2.7 Subdivision**

Any subdivision of the Property shall comply with the requirements of the Subdivision Bylaw and the underlying zone of the Land Use Bylaw.

## **2.8 On-site Services**

- (a) The Property Owner is responsible for providing a septic system on the Property to accommodate the use. This system must be maintained in good working order.
- (b) The Property Owner is responsible for providing a water supply to accommodate the use and the Property Owner shall be responsible for all costs associated with repairing and maintaining this water service.

## **PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.

**3.2** Any matters in this agreement not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

**3.3** The following matters are substantive matters:

- (a) the use permitted on the property as listed in Section 2.1, *Use*, of this agreement.

**3.4** Upon conveyance of land by the Property Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

- 3.5** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Municipality has issued any development permits, building permits and/or occupancy permits that may be required.

### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten (10) days of completion of the work which requires the engineered design.

### **4.3 Completion and Expiry Date**

- (a) The Property Owner shall sign this agreement within 60 calendar days of the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted agreement shall be null and void.
- (b) The Property Owner shall complete construction of the sunroom addition and enclosed entry to a residential unit within one (1) year of this agreement being recorded at the Registry of Deeds.

## **PART 5 COMPLIANCE**

### **5.1 Compliance With Other Bylaws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force, or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.



## **5.2 Municipal Responsibility**

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this agreement and all other laws pertaining to the development.

## **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the lands which would require their signature on this development agreement to validly bind the lands or the developer has obtained the approval of every other entity which has an interest in the lands whose authorization is required for the developer to sign the development agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and has full authority to enter this development agreement.

## **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this agreement in the Land Registration Office.

## **5.5 Full Agreement**

- (a) This agreement replaces and discharges the development agreement dated June 26, 1995 between the Municipality of the County of Kings and Brian Hebb recorded at the Registry of Deeds at Kentville, Nova Scotia on June 27, 1995 in Book 1021 at pages 170-181 as document #4661, such that the sole development agreement applicable to the lands described in Schedule A hereto annexed is this agreement.
- (b) This agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

## **5.6 Severability of Provisions**

The provisions of this agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

**5.7 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

**5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tom MacEwan, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**BRIAN HEBB**

**SCHEDULE A**  
**PROPERTY DESCRIPTION**  
**Taken From Property Online November 17, 2016**

<b>REFERENCE INFORMATION</b>	
Information contained herein is for reference purposes only. In the event of discrepancy, the metes and bounds description shall have precedence.	
<b>Civic Address:</b> 1256 Ward Road, Millville	<b>PID No.:</b> 55332654
<b>Previous Registry Reference:</b> Book 1016, Page 447	<b>Assessment No.:</b> 08098069

ALL and singular that certain lot, piece or parcel of land lying and being situated on the South side of the Ward Road, Millville, Kings County, Nova Scotia, and being more particularly described as follows:

BEGINNING at a survey marker placed on the South boundary of the Ward Road and being the Northwest corner of lands conveyed to the Nova Scotia Farm Loan Board (Book 470, Page 048) occupied by Reg Leonard,

THENCE S 24° 20' 04" E along the West boundary of said lands occupied by Reg Leonard a distance of 639.60' to a survey marker placed;

THENCE S 65° 39' 56" W a distance of 300.00' to a survey marker placed;

THENCE N 24° 20' 04" W a distance of 580.80' to a survey marker placed;

THENCE N 65° 39' 56" E a distance of 153.92' to a survey marker placed;

THENCE N 04° 41' 42" E a distance of 135.00' to a survey marker placed on the South boundary of said Ward Road;

THENCE S 78° 00' 24" E along the South boundary of said Ward Road a distance of 100.00' to the Place of BEGINNING. (Containing 4.2523 Acres).

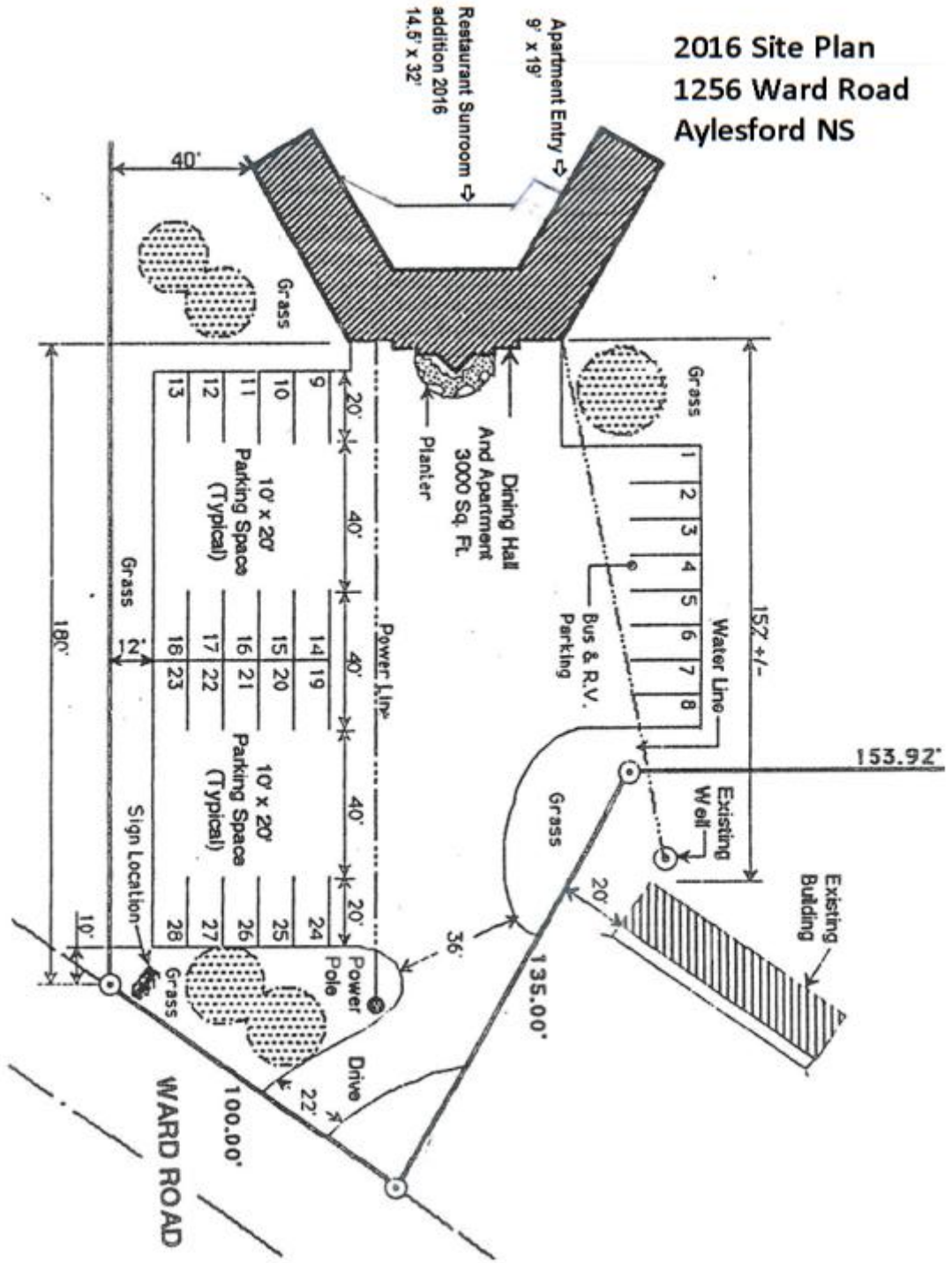
BEING all of Lot "B.H.-1", a portion of lands conveyed to the Nova Scotia Farm Loan Board (Book 547, Page 278) occupied by Brian Hebb, as shown on a survey plan by Shaun R. Stoddart N.S.L.S., dated November 22, 1994, Plan File No. C-94456.

BEING AND INTENDED TO BE the same land and premises as conveyed by The Nova Scotia Farm Loan Board to Brian C. Hebb and Brenda Hebb by Quit Claim Deed dated May 8, 1995 and recorded in the Registry of Deeds for the County of Kings in Kentville, Nova Scotia, in Book 1016 at page 447.

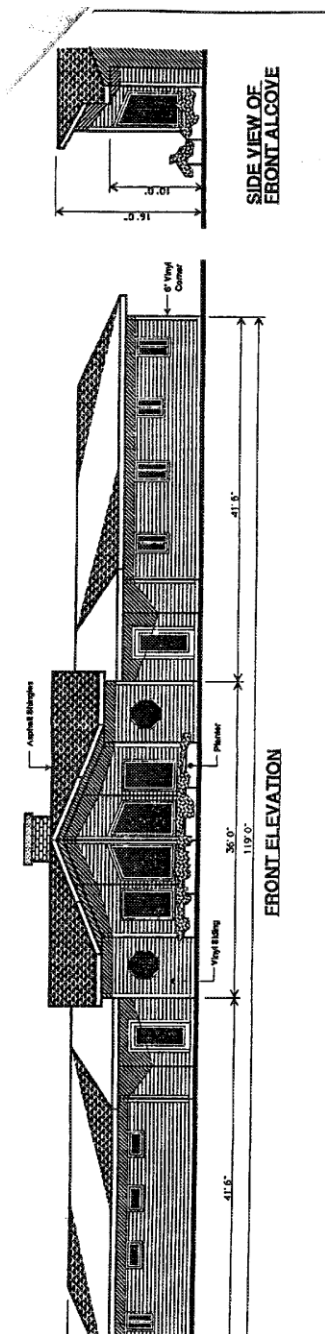
SUBJECT HOWEVER to a Right-of-Way from Brian C. Hebb and Brenda Hebb to David James Richardson recorded in the Kings County Registry of Deeds in Book 1350 at Page 493.

# SCHEDULE B SITE PLAN

**2016 Site Plan  
1256 Ward Road  
Aylesford NS**



# SCHEDULE C ELEVATION



# MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO COUNCIL

**Subject: Budget & Finance Committee Recommendations December 13, 2016**

**Date: January 3, 2017**

<b>BF-1</b>	<b>Budget Timelines 2017/2018</b>	Be it resolved that <b>Council approve the 2017/18 Budget Timelines</b> as attached to the January 3, 2017 report.  <u>*Attached</u>
<b>BF-2</b>	<b>Capital Budget Project Sheet</b>	Be it resolved that <b>Council approve the Capital Budget Project Sheet</b> as attached to the January 3, 2017 report, to be amended once Council adopts the new Strategic Priorities.  <u>*Attached</u>
<b>BF-3</b>	<b>Fire Departments</b>	Be it resolved <b>that Council approve that Fire Departments</b> prepare operating budgets which show comparable 2015/16 actual figures, in accordance with the Fire Department Budget Form, as attached to the January 3, 2017 report.  <u>*Attached</u>
<b>BF-4</b>	<b>Request for Proposal (RFP) - Municipal Audit Services</b>	Be it resolved <b>that Council appoint Grant Thornton as Municipal Auditors</b> for the years ending March 31, 2017 to March 31, 2021.  <u>*Attached</u>

**Municipality of the County of Kings**

**2017/18 Budget Timelines**

<p><b>Tuesday, January 17, 2017</b></p>	<p><b>Deadline for budget submissions</b></p> <ul style="list-style-type: none"> <li>• Fire Department Budgets</li> <li>• Service Provider Budget Applications             <ul style="list-style-type: none"> <li>○ Kings Point to Point</li> <li>○ Valley Search &amp; Rescue</li> <li>○ Trans County Transportation</li> </ul> </li> <li>• Grant applications from other community groups</li> </ul>
<p><b>Friday, February 3, 2017</b></p>	<p><b>Budget information provided electronically to Council</b></p>
<p><b>Monday, February 13, 2017</b> 1:00 p.m. – 6:00 p.m. Council Chambers</p>	<p><b>Budget Workshop</b></p> <ul style="list-style-type: none"> <li>• <b>Municipal &amp; Departmental Overview Presentation</b></li> </ul>
<p><b>Thursday, February 16 , 2017</b> 1:00 p.m. – 4:30 p.m. Council Chambers</p>	<p><b>Budget Workshop</b></p> <ul style="list-style-type: none"> <li>• <b>Budget Presentation from Service Partners</b></li> </ul>
<p><b>Thursday, February 23, 2017</b> 9:00 a.m. – 6:00 p.m. Council Chambers</p>	<p><b>Committee of the Whole</b></p> <ul style="list-style-type: none"> <li>• <b>Capital Budget Discussions</b></li> </ul>
<p><b>Monday, February 27, 2017</b> 9:00 a.m. – 6:00 p.m. Council Chambers</p>	<p><b>Committee of the Whole</b></p> <ul style="list-style-type: none"> <li>• <b>Operating Budget Discussions</b></li> </ul>
<p><b>Monday, March 13, 2017</b> 6:00 p.m. – 8:00 p.m. Council Chambers</p>	<p><b>Committee of the Whole</b></p> <ul style="list-style-type: none"> <li>• <b>Release of Draft Operating &amp; Capital Budgets</b></li> </ul>
<p><b>Monday, March 20, 2017</b> 9:00 a.m. – 4:30 p.m. Council Chambers</p>	<p><b>Committee of the Whole</b></p> <ul style="list-style-type: none"> <li>• <b>Operating Budget review, deliberations &amp; recommendation for adoption by Council</b></li> </ul>
<p><b>Tuesday, March 28, 2017</b> 9:00 a.m. – 4:30 p.m. Council Chambers</p>	<p><b>Committee of the Whole</b></p> <ul style="list-style-type: none"> <li>• <b>Capital Budget review, deliberations &amp; recommendation for adoption by Council</b></li> </ul>
<p><b>Monday, April 3, 2017</b> 9:00 a.m. – 4:30 p.m. Council Chambers</p>	<p><b>Committee of the Whole (Tentative – if required)</b></p>
<p><b>Tuesday, April 18, 2017</b> 1:00 p.m. Council Chambers</p>	<p><b>Special Council Meeting</b></p> <ul style="list-style-type: none"> <li>• <b>2017/18 Operating &amp; Capital Budget adopted by Council</b></li> </ul>



The Municipality of the County of Kings  
 CAPITAL PROJECT JUSTIFICATION SHEET  
 2017/18 to 2021/22 CAPITAL FORECAST

NEW PROJECT

CARRY OVER PROJECT

**PROJECT**

GL ACCOUNT # 0

DEPARTMENT	PROJECT #	PRIORITY	EXPECTED	QUANTITATIVE:
LOCATION	NEW OR REPLACEMENT ASSET	ASSET CATEGORY	OUTCOMES:	GAS TAX:
DISTRICT	LEVEL OF SERVICE IMPACT	EXPECTED LIFE		ICSP:
0	0	0		#
0		years		

DESCRIPTION

NEED FOR PROJECT

CARRYOVER PROJECT STATUS

FUNDING SOURCE DETAILS

FIVE YEAR PRIORITY CRITERIA			OTHER CONCERNS		
1	PROVIDE EFFICIENT AND EFFECTIVE SERVICE DELIVERY TO OUR RESIDENTS AND BUSINESSES	<input type="checkbox"/>	1	MANDATED BY LAW	<input type="checkbox"/>
2	ADDRESS INFRASTRUCTURE DEFICIT AND AGING WATER AND SEWER INFRASTRUCTURE	<input type="checkbox"/>	2	REPLACING END OF LIFE ASSET	<input type="checkbox"/>
3	SECURE KINGS COUNTY ECONOMIC FUTURE, WITH FOCUS ON ECONOMIC DEVELOPMENT STRATEGY AND INFRASTRUCTURE	<input type="checkbox"/>	3	REQUIRED FOR HEALTH & SAFETY	<input type="checkbox"/>
4	UTILIZE GREEN TECHNOLOGIES AND MAXIMIZE ENERGY EFFICIENCIES TO ENCOURAGE ENERGY CONSERVATION IN MUNICIPAL & VILLAGE INFRASTRUCTURE	<input type="checkbox"/>	4	ENVIRONMENTAL IMPACT - PREVENTION OR MITIGATION	<input type="checkbox"/>
5	FOSTER AN ENVIRONMENT WHICH INCREASES OPPORTUNITIES AND INVESTMENTS IN ACTIVE TRANSPORTATION NETWORKS	<input type="checkbox"/>	5	SIGNIFICANT IMPACT IF DEFERRED	<input type="checkbox"/>
6	FURTHER ENCOURAGE ACCESSIBLE AND INCLUSIVE PROGRAMS	<input type="checkbox"/>	6	IMPACTS OTHER GOVERNMENTS	<input type="checkbox"/>
7	IMPROVE ROAD NETWORK AND INFRASTRUCTURE	<input type="checkbox"/>	7	PREVIOUSLY COMMITTED	<input type="checkbox"/>
			8	GAS TAX OUTCOME - PROVIDES CLEANER WATER OR AIR - REDUCES GREENHOUSE GAS EMISSIONS	<input type="checkbox"/>
			9	SUPPORTS ICSP (INTEGRATED COMMUNITY SUSTAINABILITY PLAN)	<input type="checkbox"/>

CARRYOVER PROJECTS										ESTIMATED IMPACT ON OPERATING BUDGET FOR MAINTENANCE AND OPERATIONS		
ESTIMATED CAPITAL COST	Actual Cost to 12/31/2016	Budget Remaining	Prior Year Budget Total	2017/18	2018/19	2019/20	2020/21	2021/22	Total	LABOUR	1st Year	2nd Year
Engineering/consulting	-	-	-	-	-	-	-	-	-			
Equipment	-	-	-	-	-	-	-	-	-			
Construction	-	-	-	-	-	-	-	-	-			
<b>TOTAL</b>	-	-	-	-	-	-	-	-	-			
PROPOSED FINANCING	Actual Costs to 12/31/2016	Budget Remaining	Prior Year Budget Total	2017/18	2018/19	2019/20	2020/21	2021/22	Total	PURCHASED MATERIALS		
From Operating	-	-	-	-	-	-	-	-	-			
Fed/Prov Grants	-	-	-	-	-	-	-	-	-			
Reserves - Capital	-	-	-	-	-	-	-	-	-			
Reserves - Operating	-	-	-	-	-	-	-	-	-			
Debt	-	-	-	-	-	-	-	-	-			
Other Revenue	-	-	-	-	-	-	-	-	-			
<b>TOTAL</b>	-	-	-	-	-	-	-	-	-			
										PURCHASED SERVICES		
										OTHER		
										<b>TOTAL OPERATING COST</b>		
										FINANCING COST		
										DEPRECIATION		
										<b>TOTAL COST</b>		
										REVENUE		
										<b>NET COST</b>		



**Fire Department:**

	15/16 Actual Revenue	17/18 Proposed Budget
<b>Revenue</b>		
Municipality of Kings Contributions	_____	_____
Other Municipal Contributions	_____	_____
<b>Total Revenue</b>	<b>0</b>	<b>0</b>

	15/16 Actual Expenses	17/18 Proposed Budget
<b>Expenses</b>		
<b>Administration</b>		
Legal Fees	_____	_____
Audit Fees	_____	_____
Other Professional Fees	_____	_____
Postage	_____	_____
Office Supplies	_____	_____
Bank Charges	_____	_____
Advertising	_____	_____
Office Equipment	_____	_____
Telephone	_____	_____
Fire Fighting Clothing	_____	_____
Honorariums	_____	_____
Training	_____	_____
<b>Insurance</b>		
Property	_____	_____
Vehicle	_____	_____
Liability	_____	_____
<b>Building Costs</b>		
Heating	_____	_____
Power	_____	_____
Janitorial	_____	_____
Snow Removal	_____	_____
Supplies	_____	_____
Maintenance	_____	_____
<b>Vehicle Costs</b>		
Gas	_____	_____
Oil & Supplies	_____	_____
Maintenance & Repairs	_____	_____
<b>Other Costs</b>		
Hose & Appliances	_____	_____
Breathing Apparatus	_____	_____
Radio & Pager	_____	_____
Fire Fighting Chemicals	_____	_____
<b>Other Expenses Please Specify</b>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>Total Expenses</b>	<b>0</b>	<b>0</b>

**Authorized:**

\_\_\_\_\_  
\_\_\_\_\_

**Number of Volunteers:**

\_\_\_\_\_

**Vehicle Description:**

**KM Driven 2015:**

_____	_____
_____	_____
_____	_____
_____	_____

**Explanation for any non routine expenses identified above e.g training of new members, non routine maintenance**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO BUDGET & FINANCE COMMITTEE

**Subject:** Appointment of Municipal Auditor

**From:** Financial Services

**Date:** December 19, 2016

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### **Background**

FIN 16-03 Request for Proposal (RFP) – Municipal Audit Services was released on November 17, 2016 with a close date of December 7<sup>th</sup>, 2016. The RFP followed guidelines set out in FIN-05-006 Procurement Policy which requires a public procurement process every five years.

The RFP covers a five year period to act as Municipal Auditor, and provide audit services related to the Consolidated Financial Statements for years ending March 31, 2017 – 2021.

### **Discussion**

The RFP was available to the public for a three week period, advertised both on the Municipal Website, and the Nova Scotia Procurement Website.

Only one proposal package was received, that package was from the firm Grant Thornton.

Staff has reviewed the proposal to ensure that all technical requirements outlined in the RFP were met.

The technical score of Grant Thornton's proposal is as follows:

<b>Evaluation Category</b>	<b>Score</b>
Understanding of Engagement (score out of 5)	5
Firm Profile (score out of 10)	8
Technical and Professional Qualifications (score out of 15)	14
Audit Approach (score out of 30)	25
Additional Services (score out of 5)	5
Quality of Proposal (score out of 5)	5
<b>Total Score (out of 70)</b>	<b>62</b>

## **Financial Impact**

The audit fee quoted in the accepted Grant Thornton Proposal is as follows:

Year	Proposed Fee Excluding HST <small>* Includes a 7% administration fee</small>
March 31, 2017 (firm pricing)	\$30,977
March 31, 2018 (firm pricing)	\$31,244
March 31, 2019	\$31,512
March 31, 2020	\$31,780
March 31, 2021	\$32,047

## **Recommendation**

**That the Budget and Finance Committee recommends to Municipal Council that Grant Thornton be appointed as Municipal Auditors for the years ending March 31, 2017 to March 31, 2021.**

# MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject: Proposed Amendments - Bylaw 100 Water Capital Recovery**

**From: Engineering and Public Works, Land & Parks**

**Date: January 3, 2017**

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### **Synopsis**

Council gave First Reading to proposed amendments to Bylaw 100 Water Capital Recovery to enable a capital cost recovery levy, as required by policy, for the North Greenwood Water Phase 2 Extension project. Construction is now complete and Staff can confirm the capital charge amount per connection. The proposed amendments can proceed to Second Reading.

### **Background/Discussion**

On November 15, 2016 a report was presented to Committee of the Whole for acceptance and adoption of amendments to Bylaw 100 - Water Capital Recovery, based on a favorable petition for extending central water to the North Greenwood Phase 2 project area. The proposed amendments to Bylaw 100 received First Reading by Council at its December 6, 2016 session.

Since then, Staff has not received any correspondence regarding the proposed amendments. This report is being submitted to Council for Second Reading to amend Bylaw 100 to enable the required capital cost recovery levy as per Policy EPW-04-011 Infrastructure Extension.

### **Additional Change to Proposed Amendments**

Construction of the water extension has been completed since the December 6, 2016 Council session. The final project costs have been tallied and Staff has confirmed that the capital cost charge will be \$1,541 per connection. This amount is less than the \$1,650 per connection included at First Reading. Thus, this change can be treated as an “administrative” change and the amendments can proceed to Second Reading.

The updated Bylaw 100 is attached.

### **Recommendation**

**BE IT RESOLVED THAT MUNICIPAL COUNCIL give Second Reading to amend Bylaw 100, being the Water Capital Recovery Bylaw of the Municipality of the County of Kings, as attached to the January 3, 2017 Municipal Council agenda.**

# MUNICIPALITY OF THE COUNTY OF KINGS



For By-Law information contact the Municipal Clerk

Tel: (902) 678-6141 Fax: (902) 678-9279 E-mail: municipalclerk@countyofkings.ca

## BY-LAW # 100

### WATER CAPITAL RECOVERY BY-LAW

#### SUBTITLE

A By-law providing for the Recovery of Capital Costs of Installing a Water System in certain communities in the Municipality of the County of Kings.

#### PREAMBLE & ENACTMENT

WHEREAS the Municipality has legislative authority and responsibility with respect to levying a Water Service Charge on taxable property assessments within a certain area, as well as imposing, fixing and providing methods of enforcing payment of charges, all to recoup the municipal portion of the capital costs of installing a Water System;

AND WHEREAS the Municipality desires to enact a by-law to impose, fix and provide for such a system and methods of enforcing payment of all such charges and fees in the communities requesting water services;

BE IT ENACTED by the Council of the Municipality as follows:

#### 1.0 Title

This Bylaw may be cited as the Water Capital Recovery Bylaw for the Municipality of the County of Kings, and shall apply to the Municipality of the County of Kings.

#### 2.0 Definitions

##### 2.1 In this By-Law:

- (a) "Act" means the Municipal Government Act, R.S.N.S., Chapter 18 of the Acts of 1998.
- (b) "Building" means any dwelling, store, office, structure, or portion thereof that may require water services.
- (c) "Capital Charge" means a charge imposed pursuant to Section 81 of the Municipal Government Act in an amount to be determined pursuant to this Bylaw, and intended to recover all, or a part, of the municipal part of the actual capital cost of installing, extending or improving a public Water System.
- (d) "Capital Cost Recovery Charge Area" means an area to which a Capital Charge is imposed and as more fully described in **Schedule 'A' and Schedule 'C'**, and is hereafter referred to as "Charge Area"

- (e) “Council” means the Council of the Municipality of the County of Kings.
- (f) “Curb Stop” means a shut off valve installed on a Service Lateral with a protective housing to the ground surface.
- (g) “Engineer” means the Engineer of the Municipality and includes a person acting under the supervision and direction of the Engineer, except where the Water System is owned by a Water Utility which is not owned by the Municipality, in which case “Engineer” means the person appointed by the Water Utility to perform the functions of the Engineer set out in this By-law.
- (h) “Lot” means any piece or parcel of land on which a Building could be lawfully located.
- (i) “Municipality” means the Municipality of the County of Kings.
- (j) “Owner” as it refers to the owner of the property includes:
  - i. a part owner, joint owner, tenant in common or joint tenant of the whole or any part or parcel of land or a building;
  - ii. In the case of the absence or incapacity of the Person having title to the Lot or Building, a trustee, an executor, an administrator, a guardian, an agent, a mortgagee in possession or other Person having the care or control of any Lot or Building; and
  - iii. In the absence of proof to the contrary, the Person assessed for the taxes on the parcel of land or building.
- (k) “Person” includes a corporation and the heirs, executors, administrators or other legal representatives of a Person, but specifically excludes the Municipality.
- (l) “Service Lateral” means a pipe and the necessary valves and protective boxes, connections, thaw wires, meters and any other material necessary and actually used to connect the Water System to a Building.
- (m) “Street” means the whole or entire right-of-way of every road or road allowance vested in the Municipality or vested in the Province of Nova Scotia.
- (n) “Treasurer” means the Treasurer of the Municipality, and includes a person acting under the supervision and direction of the Treasurer.
- (o) “Water System” means a water system; consisting of the source, structures, pipes, hydrants, meters, service laterals, devices, equipment or other things used, or intended, for the collection, transportation, pumping or treatment of water.
- (p) “Water Utility” means the public water utility in any given Charge Area responsible for the delivery of water in that Charge Area.

### 3.0 Charge Imposed

- 3.1 Where the Municipality installs, improves or extends a public Water System in a Charge Area identified in **Schedule ‘A’ and Schedule ‘C’**, as amended from time to time, a Capital Charge is hereby levied upon every owner of real property situated in whole or

part within the Charge Area, ~~who makes or has made an application for connection to the public Water System.~~

#### 4.0 Amount of Capital Charge

The amount of the Capital Charge levied pursuant to Section (3) shall be determined in accordance with the provisions of the By-law and of **Schedule 'A' and Schedule 'C'** of this Bylaw and may be calculated based on:

- (a) a uniform amount for each Lot or parcel of land in existence at the time of application or subsequently created by subdivision;
- (b) the frontage of each Lot on any street;
- (c) the existing or proposed use of each Lot;
- (d) the assessment classification of each Lot;
- (e) the area of each Lot;
- (f) the flow capacity or diameter of individual lateral connections of each Lot;
- (g) any combination or two or more such methods of calculating the Capital Charge; or
- (h) such other method as Council deems appropriate.

4.2 The Capital Charge for a Charge Area identified in **Schedule 'A'** is due upon application for a service connection.

4.3 The Capital Charge in for a Charge Area identified in **Schedule 'C'** is effective when the Engineer files with the Clerk a certificate that the improvement has been completed.

4.43 The Capital Charge in any Charge Area shall cease to be collected when enough Owners have successfully applied for service connections that the Municipality has completely recouped the municipal portion of the capital costs of installing a Water System in that Charge Area plus financing costs.

#### 5.0 Variations in Charges

The Capital Charge levied pursuant to this Bylaw may be fixed at different rates for different assessment classes or uses of properties and may be fixed at different rates for different Charge Areas.

#### 6.0 Frontage Charge

Where the amount of the Capital Charge contains a component, calculated, in whole or in part, based upon the frontage of the Lot on a street, the component of the Capital Charge which is based upon frontage shall be calculated as follows:

- (a) for the purpose of calculating frontage, the number of lineal feet of frontage shall be a horizontal projection measured along the boundary line adjacent to the street;
- (b) where a Lot is situated such that the Lot has frontage on two or more streets, the component of the Capital Charge based upon frontage shall be calculated based upon the average Lot frontage, calculated as the total frontage divided by the number of streets the Lot has frontage on; and
- (c) notwithstanding clause 6 (a) and 6 (b), where a Lot has frontage on a street the minimum deemed frontage shall be 60 feet.

## **7.0 Water Connections**

**7.1** In addition to the requirements of all other Municipal Bylaws, where a Lot is located in a Charge Area identified in **Schedule 'A' and Schedule 'C'**, no connection to a Water System shall occur unless:

- (a) the Owner has confirmed in writing that the amount of the individual capital charge set and payment requirements are agreed to by the Owner;
- (b) the Water Utility has notified the Municipal Treasurer of a request for a connection to a public Water System;
- (c) an application for a service connection in the form prescribed by the Engineer has been submitted by the Owner or their authorized agent, along with any connection or other fee payable pursuant to any other bylaw or rules or regulations applicable to the Water System and the application has been approved by the Engineer;

**7.2** Where a Service Lateral is not installed, the Owner shall be responsible for the construction of the Service Lateral from the Curb Stop to the Building. The applicant shall not connect to the Water System without complying with this Bylaw and all rules and regulations of the Water Utility responsible for the Water System.

**7.3** Every Person connecting to a water line shall construct the connection including but not limited to the Service Lateral according to the rules and regulations of the Water Utility responsible for the System as determined by the Engineer.

**7.4** A separate and independent Service Lateral shall be provided for every Building. Multiple Buildings may utilize a common Service Lateral if all of the following conditions are met:

- (a) All Buildings utilizing a common Service Lateral are located wholly on a single Lot;
- (b) Provisions have been made that are satisfactory to the Engineer to prevent backflow conditions in the Buildings utilizing a common Service Lateral;
- (c) Prior to installation, the Owner must submit a scaled site plan including property boundaries, easements, proposed and existing Building locations, driveway(s),



and other topographical features of the Lot relevant to the installation as well as the proposed Service Lateral arrangement, proposed pipe sizes, slopes and connection details; and

- (d) The Owner must submit detailed “fixture unit” calculations as described in the current edition of the Canadian Plumbing Code for each Building in a form acceptable to the Engineer.
- 7.5 The Owner of a common Service Lateral is responsible for all repairs and maintenance of the entire Service Lateral up to the connection of the Water System.
- 7.6 All charges as described in this Bylaw shall apply to all Buildings utilizing a common service connection as if each Building had an independent service connection.
- 7.7 The Engineer is authorized to enter at all reasonable times with reasonable notices upon any premises that are subject to this By-Law to ascertain compliance with this By-Law.
- 7.8 The Person to whom a permit has been issued, or their authorized agent or successor, shall notify the Engineer when the subject Service Lateral is ready for inspection and connection to the Water System.
- 7.9 The Engineer shall inspect the subject Service Lateral within three (3) business days of the receipt of notice. If the subject Service Lateral or any portion thereof is not in compliance with this By-Law, the Engineer shall notify the Owner of the failed inspection and provide a description of all deficiencies noted and remedial actions required. Once all the remedial actions have been completed, the Owner may start the inspection process again.
- 7.10 Where a Service Lateral is not to be installed in whole on a single Lot, each Owner connecting to the Service Lateral shall obtain and record at the Land Titles Registry Office or the Registry of Deeds a legal easement to allow for the installation and maintenance of the proposed Service Lateral on that Owner’s property prior to its installation. A copy of this easement must be filed with the Engineer with the application.

## **8.0 Lien**

- 8.1 A Capital Charge imposed pursuant to this Bylaw constitutes a lien upon the real property with respect to which the Capital Charge has been made and the Capital Charge shall be collected in the same manner as taxes and shall be made payable in the same manner as taxes.
- 8.2 The lien provided for in this By-law shall become effective on the date on which the Water Utility has notified the clerk of a completed and valid connection to the public Water System.

- 8.3 In the event that any property liable for Capital Charge is sold for nonpayment of property taxes, the Treasurer may deduct from the proceeds of such sale the full amount for which such property is then liable for Capital Charge although the whole may not have been then payable.
- 8.4 Where a property subject to a lien is subdivided:
- (a) in which the Capital Charge imposed was calculated based upon frontage or Lot area, the amount of the lien plus interest then unpaid shall be apportioned among the new Lots created including any residual land, such that the amount of the lien proportioned to Lots created and any residual land is based upon the percentage of the original Lot frontage or Lot areas that the new Lots and residual land are comprised of;
  - (b) in which the Capital Charge imposed was calculated based upon a Lot charge, or use of the Lot, or any other method other than as referenced in clause (a), the amount of the lien plus interest then unpaid shall be apportioned among the new Lots created including any residual land in proportion that the value of each new Lot including any residual land bears to the total market value of the lands subdivided including any residual land, at the time of the subdivision. The market value of Lots so created must be confirmed by a provincial assessor or an accredited appraiser. Written confirmation of the market value shall be submitted to the Treasurer; and
  - (c) notwithstanding Clause 8.4 (a) and 8.4 (b), the lien shall not be proportioned to the new Lots created and any residual lands where the Capital Charge imposed was based solely upon a lateral connection.

## **9.0 Payment of Charges and Interest**

- 9.1 A Capital Charge imposed pursuant to this By-Law may, at the option of the Owner be paid in equal installments, together with the Municipality's prevailing interest rate as prescribed, over a period not to exceed 10 years. The first installment and each succeeding installment in respect of the charge imposed by this By-law is due at the same time that taxes and rates are due in each year, and in the event of default of payment of any installment the whole balance with interest becomes due and payable.
- 9.2 The Capital Charge imposed by this Bylaw shall bear interest rate on any outstanding balance owing, but not due, and on any installment that is due and owing. The interest rate shall be as prescribed by motion of Council with respect to taxes and overdue charges and shall be applied as per this same motion.
- 9.3 The Capital Charge will be indexed upwards yearly by the Capital Charge Index Rate as set out in Schedule "B".

**10.0 Penalties**

Any person who violates any of the provisions of this By-Law shall be guilty of an offence and shall be liable on summary conviction to a fine not exceeding the sum of \$10,000.00 and not less than \$275.00, and each day during which any violation, contravention or breach shall continue shall be deemed as a separate offence.

**11.0 Repeal**

By-Law #87 of the Municipality of the County of Kings entitled Greenwich Water System Capital Connection Charge By-Law, By-Law #92 of the Municipality of the County of Kings entitled North Greenwood Water System Installation Capital Charge By-Law, By-Law #88 of the Municipality of the County of Kings entitled North Alton and Prospect Road Capital Water Charge By-Law, and By-Law #95 of the Municipality of the County of Kings entitled Kingsport, Habitant and Longspell Road Water System Capital Recovery By-Law are hereby repealed.

**11.2 Previous Charges Remain in Effect**

All previous charges levied under By-Law #87, By-Law #92, By-Law #88 and By-Law #95 remain in effect, including but not limited to a Uniform Charge, and are payable in accordance with the payment schedule in effect with the Municipality at the time this By-Law is passed.

**12.0 Effective Date**

This By-Law comes into force and effect on the 2nd day of December, 2013.

**SCHEDULE "A"**  
**CAPITAL COST RECOVERY CHARGE AREAS**

\*Applies to areas where improvements were made prior to January 1, 2016.

**a) Greenwich**

All Lots in or near the community of Greenwich serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of three thousand one hundred and twenty five dollars (\$3,125) for each Lot.

**b) North Greenwood**

All Lots in the community of North Greenwood serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of three thousand five hundred dollars (\$3,500) for each Lot. The community of North Greenwood is further defined as follows:

- i. Beginning on Central Avenue, at the western boundary of 14 Wing Greenwood moving westerly along Central Avenue to Bridge Street intersection, thence; northerly to the Annapolis River;
- ii. Freeman Drive (Private Road running east off Bridge Street servicing Kingston Bible College) for a distance of 350 feet;
- iii. Bowlby Park Drive easterly to 14 Wing Greenwood boundary for a distance of 1,350 feet;
- iv. Mayhew Drive running south of Bowlby Park Drive for a distance of 2,200 feet; and
- v. Sampson Drive running west to end of road for a distance of 700 feet.

**c) North Alton and Prospect Road**

All Lots in the community of North Alton and Prospect Road serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of nine thousand seven hundred and twenty nine dollars (\$9,729) for each Lot. The community of North Alton and Prospect Road is further defined as follows:

- i. Beginning on Chester Road, proceeding south and west along Chester Avenue to the intersection of Ward Avenue; then proceeding south and east along Ward Avenue, then proceeding south and west to Prospect Road; then proceeding east along Prospect Road to the intersection of Prospect Road and Canaan Avenue; then proceeding north along Canaan Avenue;
- ii. Morris Crescent, Harry Drive, and Alice Drive;
- iii. Elizabeth Drive from intersection with Prospect Road to intersection with Harry Drive; and

- iv. Poplar Drive from intersection with Elizabeth Drive to intersection with Harry Drive.

**d) Kingsport, Habitant and Longspell Road**

The communities of Kingsport, Habitant and Longspell Road serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of six thousand five hundred and four (\$6,504) for each Lot. The communities of Kingsport, Habitant and Longspell Road are further defined as follows, more particularly described as follows:

- i. Beginning in the Village of Canning and proceeding east along Highway 221 to the intersection of Longspell road; then proceeding east to the end of Longspell Road;
- ii. The system also includes the streets all or part of which are located within the Hamlet of Kingsport:
  - 1. Pleasant Street, Church Street, Main Street and Water Street, Borden Avenue, Breezy Bluff Lane;
  - 2. The portion of Pier Road located within the Kingsport Hamlet boundary.

**e) Tremont Mountain Road/Meadowvale Road**

All Lots in the community of Tremont Mountain Road/Meadowvale Road serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of three thousand dollars (\$3,000) for each Lot. The community of Tremont Mountain Road/Meadowvale Road is further defined as follows:

- i. Beginning on Tremont Mountain Road, between Terra Nova Drive and Meadowvale Road; and
- ii. Meadowvale Road, running east from Tremont Mountain Road for a distance of 1,400 meters.

**f) Whittington Road**

All Lots in the community of Whittington Road serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of three thousand dollars (\$3,000) for each Lot. The community of North Greenwood is further defined as follows:

- i. Beginning on Central Avenue running north for a distance of 170 meters.

**SCHEDULE "B"**

**INTEREST RATES**

Capital Charge Interest Rate - 0.67 percent per month compounded monthly.

**CAPITAL CHARGE INDEX RATE**

The Capital Charge will be indexed each year upwards by the increase in the Nova Scotia Consumer Price Index All-Items from the date that the Engineer certified the Water System as complete.

**SCHEDULE "C"**  
**CAPITAL COST RECOVERY CHARGE AREAS**

\*Applies to areas where improvements were made on or after January 1, 2016.

**a) North Greenwood (Phase 2)**

All Lots in the community of North Greenwood (Phase 2) serviced by a Water System and without limiting the foregoing, the applicable portions of the following shall pay a Capital Charge of one thousand five hundred and forty-one dollars (\$1,541) for each Lot. The community of North Greenwood (Phase 2) is further defined as follows:

- i. Beginning on Bridge Street, running west and south along Neily Crescent to the intersection of Glengary Row, moving south to intersection with Aldred Drive;
- ii. Aldred Drive, Glengary Row, Tufts Avenue, William Street, Brittany Avenue, Maggie Drive, Robie Avenue; and
- iii. Whittington Drive from intersection with Aldred Drive running south to intersection with Harley Court.

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## Nominating Report to Council, January 3, 2017

The Nominating Committee met on December 13, 2016.

Present were Pauline Raven (Chair); Peter Allen; and Peter Muttart. Regrets were received from Martha Armstrong. Quorum (3 of 4 present).

The committee met to deal with some minor items of business and to select a citizen for appointment to the Race Relations and Anti-Discrimination Committee. This vacancy had been created by the resignation of citizen appointee Barbara Kennedy, due to the illness of a family member. The appointment is a 3-year term ending November 30, 2019.

### **Citizen Appointment to Race Relations and Anti-Discrimination Committee**

Applications were received by the deadline from:

1. Boulanger, Monique (Greenwood)
2. Langille, Jason (Black Rock)
3. Tupper, Dean (Upper Canard)

Applications were circulated to committee members prior to the meeting and were reviewed and discussed at the meeting. It was agreed that all three applicants could bring significant skills to the task. After discussion it was:

**Moved by Peter Muttart/Seconded by Peter Allen that the Nominating Committee recommend to Council the appointment of Dean Tupper (Upper Canard) to the Race Relations and Anti-Discrimination Committee. The vote was unanimous.**

Therefore, the Nominating Committee is recommending the following motion to Council.

**NC-1**

Be it resolved that Municipal Council appoint **Dean Tupper of Upper Canard** to the **Race Relations and Anti-Discrimination Committee for a term ending November 30, 2019.**

It was noted that the selected applicant has significant training in Human Rights, currently works as a disability rights advocate, and lives in an area of the County that is not currently represented on this committee. Pending approval, the six citizen appointees to the RRADC would be:

1. Criss-O'Neil, Sharon (New Minas)
2. Michaud, Garry (Cambridge)
3. Miller, Dorothy (Cambridge)
4. Parsons, Gladys (Greenfield)
5. Tremere, Gerard (Kingston)
- 6. Tupper, Dean (Upper Canard). Pending approval.**



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject: Recruitment of CAO – CAO Search Committee**

**From: Rick Ramsay, Interim CAO**

**Date: December 29, 2016**

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At the December 8, 2016 Special Council meeting, a motion was passed which included “that the Municipality engage the headhunters forthwith.”

I am preparing, for your assistance, a Process for the selection of the Chief Administrative Officer which will outline the events that will occur, the anticipated completion date and responsibility for the event.

This selection process should be driven by Municipal Council, with the assistance of staff as required. Staff responsibility, in accordance with our Procurement Policy is to prepare the RFP for the recruiter and recommend to Municipal Council the successful proponent.

From my experience in the recruiting field, and to ensure that this process is driven in an efficient manner, not a hurried process, it is critical to the Municipality that the necessary resources are allocated to this project, as well as the necessary time is taken to attract and hire a CAO. In that regard, I would recommend to Municipal Council that a CAO Search Committee, comprised of the Mayor, Deputy Mayor and two Councillors be appointed by Municipal Council, whose responsibilities would be to act on behalf of Council in conjunction with the successful Recruiter in the following areas during the search period:

- Initial meeting with Recruiter
- Provide guidance and assistance to Recruiter during search
- Receive short list and carry out interviews with potential candidates
- Recommend to Council a shortlist whom Council would interview, prior to Council decision

The process will include three very important roles that Municipal Council will play from this point:

1. Approve the successful recruiting company, based on the normal RFP process, upon receiving a recommendation from Human Resources, Finance Manager, and the Interim CAO.
2. Interview shortlist of candidate(s) recommended by the CAO Search Committee.
3. Approve the hiring of the candidate.

**Action Required:** Consideration of the recommendation to appoint a CAO Selection Committee

**Financial Consideration:** The professional fees (unknown until the RFP process has been completed) associated with the search will be allocated to Administration accounts. This action was not included in the 2016/17 budget.



Dear Mayor & Councillors,

We would like to take this opportunity to thank you for your support of our 2016 Annapolis Valley Giant Vegetable Growers Glad Gardens Weigh Off. We had a beautiful day for our event with a great turnout of both spectators and competitors. Your support of our event makes it possible to not only grow our hobby, but also, showcase the great agricultural region that is the Annapolis Valley.

### Weigh Off Highlights

- Our Wayne Knox Memorial Trophy for the Heaviest Pumpkin grown by a club member was won this year by Catharina Ansems, whose pumpkin weighed in at 1368 lbs. Second place went to Gerard Ansems at 1293 lbs and third was won by Andrew Ansems at 1202 lbs.
- We had a number of new weigh off records set: 62.25" carrot – Catharina Ansems , 201.5" Corn – Paul Ferguson, 2.51 lb onion – Gordon Foster, 38 lb cabbage –Paul Ferguson, and in a new category this year a 23.54 lb kohlrabi grown by Marion Foster
- Our Young Gardeners had some great entries as well with Amanda Reid showcasing her 23 lb turnip and Carter Ansems with his 108 lb Field Pumpkin.
- Our top squash, grown by Brian Kenneally , weighing in at 771 pounds.
- We had lots of sunflower entries with the top tall sunflower grown by Gerard Ansems measured 171" and the largest sunflower head was grown by Chris Ansems at 18.75"

Our organization exists to promote agriculture awareness in the Annapolis Valley and the hobby of backyard giant vegetable growing. We are the only weigh off in Atlantic Canada that has a dedicated Young Gardeners class that helps to promote gardening to our future growers.

Our weigh off is part of the Great Pumpkin Commonwealth (GPC), which is an international organization that oversees the hobby of growing giant pumpkins and other fruits and vegetables throughout the world. The organization establishes standards and regulations to ensure fairness, quality, and recognition of achievement. All of our results as well as the results of over 90 other weigh off sites were accumulated and ranked for worldwide placement. You can find the complete results at [www.bigpumpkins.com](http://www.bigpumpkins.com) or on our club web site [www.avgv.com](http://www.avgv.com) .

Once again on behalf of all club members we want to thank you for your support of our organization and of agriculture in the Annapolis Valley.

Yours Truly

  
Ron Muis  
President AVGVG

  
Gerard Ansems  
Vice President AVGVG



**Village of Greenwood**  
P.O. Box 1068  
Greenwood, N.S.  
B0P 1N0



December 12, 2016

His Worship Peter Muttart  
Mayor of the Municipality of County of Kings  
PO Box 100  
Kentville, NS B4N 3W3

Dear Sir,

Canada 150 Celebration, July 1, 2017

We invite you to join us in our multi-community celebration of Canada's 150<sup>th</sup> birthday.

To celebrate Canada Day 150, the Village of Greenwood will be hosting the people, service clubs, churches and businesses encompassed within the historical boundaries of the Townships of Wilmot and Aylesford, including 14 Wing Greenwood. Our day-long 150 celebrations will highlight our history and offer a myriad of events for all ages and abilities.

The Canada 150 Community Committee would be honoured to have you attend the celebrations, participate in activities, and be among the dignitaries who will welcome our historical procession to the village square. We would also be deeply honoured to have you say a few words to help commemorate our sesquicentennial birthday, July 1, 2017 at 11:45am.

Enclosed is a schedule of anticipated events. Please consider participating in some of the activities, in addition to speaking. Your public involvement will contribute to uniting the communities of our region within Canada.

While awaiting a response, please accept our heartfelt wishes for health and happiness, to you and yours.

Sincerely,

Heather Parker  
Vice Chair, Village of Greenwood  
Canada 150 Community Committee



# CANADA DAY 2017



Greenwood, Nova Scotia



## HAPPY 150<sup>TH</sup> BIRTHDAY A MULTI-COMMUNITY CELEBRATION

### Together for Canada's 150<sup>th</sup> Birthday!

Everyone is invited to celebrate Canada's sesquicentennial birthday, together. Day-long events will feature activities and entertainment for all ages and highlight the rich history of our region within Canada.

Participating communities, clubs and associations will be given a permanent place on our Canada 150 signpost, pointing people toward your village or indicating your involvement in this historic event. Please join us!



Would you like to participate?

Please contact:

[villageoffice@greenwoodns.ca](mailto:villageoffice@greenwoodns.ca)

902-765-8788

### Schedule of Events

8am	Flag-raising
8:00-10am	Breakfast
8-10:30am	150k All-age Marathon (run, walk, bike, motorcycle)
10am-5pm	Art/Artisan Market
10:45am	Historical Procession (Baker's Corner to Civic Field)
11:45am	Opening Ceremony
12pm	Service Clubs Cook-Off
12:30pm	Multi-Community Canada 150 Cake Assembly & Service
1:00-	Soccer Matches (Youth vs Non-youth)
	Live Entertainment Face Painting Balloon Animals Colouring
2:00	Canada 150 Bingo
3:00 - 8pm	Bouncy Kingdom
4-7pm	Community and Church Cook-Off
7-8:00pm	Canada 150 Rap-Off All AGES!

10pm

**CANADA 150 FIREWORKS!**

LIVE ENTERTAINMENT

RECEIVED  
DEC 20 2013

# Your Community Health Boards



*Building healthier communities together...*

Mayor Peter Muttart  
**Municipality of the County of Kings**  
PO Box 100  
87 Cornwallis Street  
Kentville, NS, B4N 3W3

Dear Peter,

The CHBs within Kings County would like to invite you and the council members to attend their 1<sup>st</sup> Individual **Annual Wellness Fund (WF) Celebration Event** (see attached poster for more information). The events are held to thank community groups and highlight the remarkable community projects they were able to fund this year.

Funds provided by the Department of Health and Wellness are available for non-profit groups/organizations working to address wellness issues that CHBs have identified as concerns in their Collaborative Community Health Plan. Supporting projects at the local level is an important part of the legislated role of CHBs as it helps maintain and improve the health of people and the communities in which they live through partnerships and, by addressing those aspects of a person's life that determines their health.

This year, the CHBs within Kings County funded 25 wellness projects providing approximately \$54 000,00 to community groups.

For more information on the events please contact Genevieve Lefebvre, CHB Coordinator, (902) 825-6160 ext 1762357 or via email [genevieve.lefebvre@nshealth.ca](mailto:genevieve.lefebvre@nshealth.ca)

Sincerely,

Genevieve Lefebvre  
CHB Coordinator





Invite you to attend the

## Wellness Fund Celebration Events in Kings County

<p><i>Kingston Greenwood CHB</i></p> <p><i>Three River Community Centre 41 Messenger Rd. Torbrook, NS</i></p> <p><i>Tuesday January 10<sup>th</sup> 6:30 -8:30 pm</i></p>	<p><i>Western Kings CHB</i></p> <p><i>Evangeline Club 130 Commercial St. Berwick, NS</i></p> <p><i>Thursday January 12 4:30 - 6:30 pm</i></p>	<p><i>Central Kings CHB</i></p> <p><i>Auditorium Chipman Building. 5 Chipman Dr. Kentville,</i></p> <p><i>Tuesday, January 10<sup>th</sup> 6:00- 7:30pm</i></p> <p><i>(back entrance)</i></p>	<p><i>Eastern Kings CHB</i></p> <p><i>Eastern Kings Memorial Health Centre 23 Earnscliffe Drive, Wolfville, NS</i></p> <p><i>Tuesday January 10<sup>th</sup> at 6:30 pm Multipurpose Room on the Second Floor.</i></p>
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*Recipients of this year's Wellness Initiative Funds will join us for an opportunity to share project ideas and summarize how the funding will help them to fulfill the plans.*

*This is a wonderful opportunity to learn of some of the great projects that help create healthy communities in the Annapolis Valley and to meet the people behind them!*

*This event is open to the public but RSVP would be appreciated, please RSVP, including the event and dates you will attend, via email to [genevieve.lefebvre@nshealth.ca](mailto:genevieve.lefebvre@nshealth.ca)*

**\*\*Celebration will be cancelled if school is cancelled in Kings County**



December 5, 2016



Peter Muttart, Mayor  
Municipality of the County of Kings  
Box 100, 87 Cornwallis St  
Kentville, NS B4N 3W3

Dear Mr. Muttart:

The holiday season is upon us and we would like to wish you a Merry Christmas and Happy New Year.

We write on behalf of Valley Regional Hospital and Valley Hospice Foundations, and the Our Community Our Health Campaign with the most recent news regarding the Campaign projects.

On August 18, 2016 there was an official announcement from Premier Stephen McNeil of the residential Hospice for the Annapolis Valley. The Valley is proud to be one of the first Hospice projects to move forward in NS.

The development of a residential Hospice in the Annapolis Valley has been a significant part of the Our Community Our Health Campaign, a fundraising effort that also supported redevelopment of Valley Regional Hospital. \$8 million dollars was raised. This amount includes your generous donation.

The Campaign has permitted the completion of projects at Valley Regional Hospital in the areas of Addictions and Mental Health Services, Chemo Therapy, and the Emergency Department. Further, equipment has been purchased for an expanded Cardiac Monitoring System, a computerized information system for the Emergency Department and an automated Medication Delivery System.

For more than a year we've been working with the Nova Scotia Department of Health & Wellness and Nova Scotia Health Authority through the restructuring of health care to ensure that a residential Hospice is a provincial priority, as it has been here in the Valley for many years.

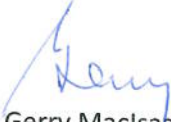
Our work continues as an integral part of the hospice development and operation to ensure the Valley community receives the hospice it generously supported. Planning and design is underway for construction to begin in 2017. The Hospice will be located on the grounds of Valley Regional Hospital. The Nova Scotia Health Authority will fund the operations of the Hospice.

Your role in this Campaign is truly appreciated and we wish to thank you again for your support. We look forward to providing updates as the Hospice unfolds. We encourage you to contact us directly if you have any questions.

We wish you and your families a wonderful Holiday Season.

With warm regards,

  
Dale Sanford  
Valley Hospice Foundation

  
Gerry MacIsaac  
Valley Regional Hospital Foundation

