



MUNICIPALITY of the
COUNTY of **KINGS**

MUNICIPAL COUNCIL
Tuesday, July 4, 2023
Following Public Hearing
AGENDA

Video Recording Times Noted in Red
Please click [here](#) to watch via YouTube

1. Roll Call **2:22:19**
2. Approval of Agenda **2:22:59** Page 1
3. Disclosure of Conflict of Interest Issues **None**
4. Approval of Minutes **2:25:31**
 - a. June 6, 2023 Council Page 3
 - b. June 20, 2023 Special Council Page 15
5. Business Arising from Minutes **2:26:20**
 - a. June 6, 2023 Council Page 3
 - b. June 20, 2023 Special Council Page 15
6. Planning Advisory Committee Recommendations June 14, 2023 Page 19
 - a. Application to enter into a development agreement in Port Williams (File #22-07) **2:28:22**
 - b. Approval of Centreville Area Advisory Committee Members **2:34:52**
 - c. Application to discharge existing development agreement and rezone property in New Minas (File 22-24) **2:35:44** Page 20
 - d. Next Public Hearing Date **2:36:37**
7. Planning and Inspection Services
 - a. Discharge Existing Development Agreement 9209 Commercial Street, New Minas (File #23-05) **2:36:58** Page 44
Page 67
 - b. Development Officer Appointment by Council **2:46:22**
8. Administration
 - a. Council and Committee of the Whole Meetings in August **2:50:00** Page 69
 - b. New Cost Share Agreement - Provincial Village/Subdivision Roads **2:55:07** Page 71
9. Financial Services
 - a. Kings Transit Authority 2023/24 Operating and Capital Budget **3:02:55** Page 82
10. Committee of the Whole Recommendations June 20, 2023 Page 89
 - a. Letter of Support for Village of Cornwallis Square Name Change **3:10:15**
 - b. Approval of 2023-2024 Hantsport Volunteer Fire Department Capital Budget **3:11:29**
 - c. Approval of 2023-2024 Hantsport Volunteer Fire Department Operating Budget **3:12:30**
11. Joint Accessibility Advisory Committee Recommendation June 14, 2023 Page 90
 - a. Village Commissioner Appointments to Joint Accessibility Advisory committee **3:13:17**

Agenda continued on next page

**MUNICIPAL COUNCIL
Tuesday, July 4, 2023
Following Public Hearing
AGENDA - CONTINUED**

- | | | |
|-----|--|---------|
| 12. | Board and Committee Reports | |
| | a. Committees of Council | Page 91 |
| | Kentville Joint Fire Services Advisory 3:14:29 | Verbal |
| | b. External Boards and Committees | Page 92 |
| 13. | Correspondence 3:16:29 | |
| | a. 2023-06-14 Nova Scotia Provincial Housing Agency re: Application Process | Page 93 |
| | b. 2023-06-22 Minister of Municipal Affairs and Housing re: Land for Housing | Page 94 |
| | c. 2023-06-27 Ecology Action Centre re: Call to Release Coastal Protection Act Regulations | Page 95 |
| 14. | Other Business None | |
| 15. | Comments from the Public None | |
| 16. | Adjournment 3:19:24 | |

**THE MUNICIPALITY OF THE COUNTY OF KINGS
MUNICIPAL COUNCIL
Tuesday, June 6, 2023
DRAFT MINUTES**

**Meeting Date
and Time**

A meeting of Municipal Council was held on Tuesday, June 6, 2023 following a Public Hearing at 6:00 p.m. in the Council Chambers, Municipal Complex, Coldbrook, Nova Scotia.

1. Roll Call

All Members of Council were in attendance.

Results for Roll Call

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

Also in attendance were:

- Scott Conrod, Chief Administrative Officer
- Greg Barr, Director, Finance & IT
- Trish Javorek, Director, Planning & Inspections
- Aaron Dondale, Manager, Public Works
- Scott MacKay, Manager, Revenue (as of 6:21 p.m.)
- Laura Mosher, Manager, Planning & Development
- Abdelkhalek Omar, Manager of Engineering
- Vicki Brooke, Policy Analyst
- Katie Ollmann, Planner
- Janny Postema, Municipal Clerk/Recording Secretary

2. [Approval of Agenda](#)

Mayor Muttart noted that item 8e, Approval of Price Adjustment to Approved Budget & Award: West Kings High School Sidewalk, was removed from the agenda.

On motion of Deputy Mayor Lutz and Councillor Allen, that Municipal Council approve the June 6, 2023 agenda as amended.

Motion Carried.

RC-2023-06-06-122

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For

District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

3. **Disclosure of Conflict of Interest Issues**

No Conflict of Interest issues were declared.

4. **Approval of Minutes**

4a. [May 2, 2023 Council](#) & [May 16, 2023 Special Council](#)

On motion of Councillor Misner and Councillor Granger, that the minutes of the Municipal Council meetings held on May 2, 2023 and May 16, 2023 be approved as circulated.

Motion Carried.

RC-2023-06-06-123

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

5. **Business Arising from Minutes**

5a. [May 2, 2023 Council](#)

There was no business arising from the May 2, 2023 Council minutes.

5b. [May 16, 2023 Special Council](#)

There was no business arising from the May 16, 2023 Special Council minutes.

6. [Planning Advisory Committee Recommendations April 17, 2023](#)

6a. **Proposed text amendment to the Land Use By-law (File #21-12)**

Councillor Armstrong presented the recommendations as attached to the June 6, 2023 Council agenda.

On motion of Councillor Armstrong and Councillor Hirtle, that Municipal Council give Final Reading to a Land Use By-law text amendment to permit the development of a one-unit dwelling accessory to Golf Courses in the Commercial Recreation (P1) Zone as described in Appendix C of the report dated April 17, 2023.

Motion Carried.

RC-2023-06-06-124

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For

District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

- 6b. **Application to enter into a development agreement in Port Williams (File #22-07)**

On motion of Councillor Armstrong and Councillor Allen, that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit a comprehensive neighbourhood development at 1207 Belcher Street and associated properties (PID 55030092, 55523153, 55534978, and 55037915) which is substantively the same (save for minor different in form) as the draft set out in Appendix D of the report dated May 3, 2023).

Motion Carried.

RC-2023-06-06-125

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

- 6c. **Next Public Hearing Date**

Councillor Armstrong noted that the next Public Hearing was scheduled to be held on Tuesday, July 4, 2023 at 6:00 p.m. in Council Chambers.

7. **Administration**

- 7a. **Proclamation Request: Longest Day of SMILES**

Janny Postema, Municipal Clerk, presented the [recommendation](#) as attached to the June 6, 2023 Council agenda.

On motion of Deputy Mayor Lutz and Councillor Harding, that Municipal Council proclaim June 18, 2023 to be the “Longest Day of SMILES®” in the Municipality of the County of Kings.

Motion Carried.

RC-2023-06-06-126

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-

District 9	Peter Allen	For
------------	-------------	-----

7b. **Renewal of Honourary Crier Appointment**

Janny Postema, Municipal Clerk, presented the [recommendation](#) as attached to the June 6, 2023 Council agenda.

On motion of Councillor Hirtle and Councillor Killam, that Municipal Council confirm the reappointment of Lloyd Smith as Honourary Crier for the Municipality of the County of Kings.

Motion Carried.

RC-2023-06-06-127

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

7c. [Amendments to By-law 108: Alternative Voting for 2023 Special Election \(second reading\)](#)

Mayor Muttart presented the By-law as attached to the June 6, 2023 Council agenda.

On motion of Councillor Allen and Councillor Harding, that Municipal Council give second reading to amendments to By-law 108, being the Alternative Voting By-law of the Municipality of the County of Kings, as attached to the June 6, 2023 Council agenda.

Motion Carried.

RC-2023-06-06-128

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

7d. [Amendments to By-law 93: Private Road Maintenance Charge By-law](#)

Vicki Brooke, Policy Analyst, presented the Request for Decision as attached to the June 6, 2023 Council agenda and provided a [presentation](#).

On motion of Deputy Mayor Lutz and Councillor Granger, that Municipal Council give First Reading to amend By-law 93, being the Private Road Maintenance Charge By-law of the Municipality of the County of Kings, as attached to the June 6, 2023 Council agenda.

Motion Carried.

RC-2023-06-06-129

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

8. Engineering and Public Works, Lands & Parks Services

8a. Update Presentation: Regional Sewer

Aaron Dondale, Manager of Public Works, provided a [presentation](#).

On motion of Councillor Allen and Councillor Hirtle, that Municipal Council receive the Regional Sewer Update presentation as provided on June 6, 2023 for information.

Motion Carried.

RC-2023-06-06-130

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

8b. [Approval of Change Order Allocation: Engineering Services Regional Wastewater Treatment Plant Upgrades](#)

Scott Conrod, CAO, presented the Request for Decision as attached to the June 6, 2023 Council agenda and provided a [presentation](#).

On motion of Councillor Harding and Councillor Granger, that Municipal Council, pursuant to Section 17.3(c) of Policy FIN-05-006 Procurement and the related June 6, 2023 Request for Decision, authorize a change order to Contract 21-18 Regional Aeration Update in the amount of \$159,114 (including non-recoverable HST) from GL 23-3-354-130 (Regional STP Aeration).

Motion Carried.

RC-2023-06-06-131

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

On motion of Councillor Allen and Deputy Mayor Lutz, that Municipal Council approve previously processed Change Orders to Contract 21-18 Regional Aeration Update totalling \$19,554 (including non-rebated HST) from GL 23-3-354-130 (Regional STP Aeration) in accordance with the related June 6, 2023 Request for Decision.

Motion Carried. *RC-2023-06-06-132*

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

8c. [Approval of Change Order Allocation: Greenwood Water Production Wells](#)

Abdelkhalek Omar, Manager of Engineering, presented the Request for Decision as attached to the June 6, 2023 Council agenda and provided a [presentation](#).

On motion of Councillor Allen and Councillor Misner, that Municipal Council authorize a change order to Contract # 22-03 Engineering Services – Greenwood Water Production Wells in the amount of \$42,262.94 (including non-recoverable HST) funded from GL 22-3-351-200 (Production Wells) pursuant to Section 17.3(c) of Policy FIN-05-006 Procurement.

Motion Carried. *RC-2023-06-06-133*

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For

District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

8d. [Approval of Change Order Allocation: Aylesford Lake Beach Washroom](#)

Abdelkhalek Omar, Manager of Engineering, presented the Request for Decision as attached to the June 6, 2023 Council agenda and provided a [presentation](#).

On motion of Councillor Armstrong and Councillor Harding, that Municipal Council authorize change orders to Contract # 22-05 Aylesford Lake Beach Washroom Project totalling \$13,728.33 (including non-recoverable HST) funded from GL 21-3-371-115 (Park Facility Upgrades) pursuant to Section 17.3(c) of Policy FIN-05-006 Procurement as recommended in the June 6, 2023 Request for Decision.

Motion Carried. **RC-2023-06-06-134**

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

8e. **Approval of Price Adjustment to Approved Budget & Award: West Kings High School Sidewalk**

Deferred.

8f. [Contract Authorization: Cost Sharing Agreement 2020-014 - Provincial J-Class Road Resurfacing](#)

Scott Conrod, CAO, presented the Request for Decision as attached to the June 6, 2023 Council agenda and provided a [presentation](#).

On motion of Councillor Allen and Councillor Misner, that Municipal Council authorize the Mayor to sign the Notice of Acceptance from the Minister for the Nova Scotia Department of Public Works, as attached to the May 2, 2023 Request for Decision, for roads to be resurfaced in Fiscal Year 2023-24 per Cost Sharing Agreement 2020-014

Motion Carried. **RC-2023-06-06-135**

Results

For 9
Against 0

District	Name	Results
----------	------	---------

Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

On motion of Councillor Misner and Councillor Armstrong, that Municipal Council authorize the CAO to negotiate with Nova Scotia Department of Public Works to substitute Old French Road to be resurfaced in Fiscal Year 2023-24 per Cost Sharing Agreement 2020-014.

Motion Carried.

RC-2023-06-06-136

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

9. Financial Services

9a. [By-law 99: Tax Exemption for Non-Profit Organizations \(second reading to repeal\)](#)

Mayor Muttart presented the By-law as attached to the June 6, 2023 Council agenda.

On motion of Councillor Harding and Deputy Mayor Lutz, that Municipal Council give Second Reading to repeal By-law 99, being the Tax Exemption for Non-Profit Organizations By-law of the Municipality of the County of Kings.

Motion Carried.

RC-2023-06-06-137

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For

District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

9b. [Policy FIN-05-026: Tax Exemption for Non-Profit Organizations \(adoption\)](#)

Mayor Muttart presented the Policy as attached to the June 6, 2023 Council agenda.

On motion of Councillor Granger and Councillor Allen, that Municipal Council adopt amendments to Policy FIN-05-026: Tax Exemption for Non-Profit Organizations, with the inclusion of The Flower Cart property (AAN 00918083) to Schedule A, and the exemption at a rate of 40% of all Village-owned water utility properties, effective April 1, 2023 as set out in Schedule B.

Motion Carried.

RC-2023-06-06-138

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

10. [Committee of the Whole Recommendations May 16, 2023](#)

10a. **Proclamation Request: Pride Month 2023**

Mayor Muttart presented the recommendations as attached to the June 6, 2023 Council agenda.

On motion of Deputy Mayor Lutz and Councillor Harding, that Municipal Council proclaim June 2023 “Pride Month” in the Municipality of the County of Kings.

Motion Carried.

RC-2023-06-06-139

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

10b. **Proclamation Request: National Indigenous History**

On motion of Councillor Allen and Councillor Killam, that Municipal Council proclaim June 2023 “National Indigenous History Month” in

Month 2023

the Municipality of the County of Kings.

Motion Carried.

RC-2023-06-06-140

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

11. Board and Committee Reports

11a. Committees of Council / External Boards & Committees

On motion of Councillor Misner and Councillor Granger, that Municipal Council receive the Board and Committee reports as provided verbally at the June 6, 2023 Council meeting.

Motion Carried.

RC-2023-06-06-141

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

12. Correspondence

Mayor Muttart presented the correspondence as attached to the June 6, 2023 Council agenda.

On motion of Councillor Misner and Councillor Killam, that Municipal Council receive the correspondence as attached to the June 6, 2023 agenda.

Motion Carried.

RC-2023-06-06-142

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For

District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

- 12a. [Andrew Robinson - Notice of Cannabis Production](#) For information.

13. **Other Business**

Councillor Misner acknowledged those affected by wildfires in the Province and read a letter from Jennifer Spencer, a farmer who experienced the evacuation in Shelburne due to the wildfires there.

Councillor Killam read a letter from the North Mountain Animal Sanctuary requesting assistance with space as part of their evacuation plan for the animals should there be a wildfire in the area. Mayor Muttart noted having responded to the letter.

Councillor Hirtle expressed appreciation for the firefighters from Kings County and others who helped battle the fires.

Councillor Killam commented on delays in obtaining building permits due to staffing issues at the Provincial level.

Mayor Muttart provided an update on the Public Meeting held on May 11 to inform residents of New Minas about the odour issues coming from the Regional Sewer Treatment Plant.

14. **Comments from the Public**

No members of the public were present.

15. **Adjournment**

On motion of Councillor Misner and Councillor Granger, there being no further business, the meeting adjourned at 8:57 p.m.

Motion Carried.

RC-2023-06-06-143

Results

For 9
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	For
District 8	Vacant	-
District 9	Peter Allen	For

Approved by:

Peter Muttart
Mayor

Janny Postema
Municipal Clerk/Recording Secretary

Results Legend	
-	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.

DRAFT

**THE MUNICIPALITY OF THE COUNTY OF KINGS
SPECIAL MUNICIPAL COUNCIL
Tuesday, June 20, 2023
DRAFT MINUTES**

**Meeting Date
and Time**

A special meeting of Municipal Council was held on Tuesday, June 20, 2023 following Committee of the Whole at 12:27 p.m. in the Council Chambers, Municipal Complex, Coldbrook, Nova Scotia.

1. Roll Call

All Members of Council were in attendance, with the exception of Deputy Mayor Lutz with notice.

Results for Roll Call

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

Also in attendance were:

- Scott Conrod, Chief Administrative Officer
- Rob Frost, Deputy Chief Administrative Officer
- Greg Barr, Director, Finance & IT
- Trish Javorek, Director, Planning & Inspections
- Chloe Austin, Recording Secretary

Councillor Absence

On motion of Councillor Allen and Councillor Hirtle, that Deputy Mayor Lutz's absence from the June 20, 2023 Special Council meeting be excused.

Motion Carried.

SC-2023-06-20-060

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

2. Approval of Agenda

On motion of Councillor Misner and Councillor Allen, that Municipal Council approve the June 20, 2023 agenda as circulated.

Motion Carried.

SC-2023-06-20-061

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

3. **Disclosure of Conflict of Interest Issues**

No Conflict of Interest issues were declared.

4. **Recommendations from Committee of the Whole June 20, 2023**

4a. **2023-2024 Kings Vision Grant**

On motion of Councillor Armstrong and Councillor Killam, that Municipal Council approve the 2023-2024 Kings Vision Grant allocations for the existing multi-year commitments for a total of \$262,570 as described in Appendix A of the June 20, 2023 Request for Decision.

Motion Carried.

SC-2023-06-20-062

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

On motion of Councillor Allen and Councillor Harding, that Municipal Council approve the 2023-2024 Kings Vision Grant allocations for the new multi-year commitments, including all supplementary conditions, for a total of \$159,561 as described in Appendix B of the June 20, 2023, Request for Decision.

Motion Carried.

SC-2023-06-20-063

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For

District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

On motion of Councillor Killam and Councillor Granger, that Municipal Council approve the 2023-2024 Kings Vision Grant allocations for the new single year requests for a total of \$177,869 as described in Appendix C of the June 20, 2023, Request for Decision

Motion Carried.

SC-2023-06-20-064

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

5. Other Business

On motion of Councillor Hirtle and Councillor Misner, that Municipal Council recognize June 21, 2023 as National Indigenous Peoples Day in the Municipality of the County of Kings.

Motion Carried.

SC-2023-06-20-065

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

6. Comments from the Public

No members of the public were present.

7. Closed Session & Adjournment

On motion of Councillor Armstrong and Councillor Misner, that Municipal Council adjourn into closed session in accordance with sections 22 (2) (c) and (d) *Municipal Government Act*: personnel matters and labour management.

Motion Carried.

SC-2023-06-20-066

Results

For 8
Against 0

District	Name	Results
Mayor	Peter Muttart	For
District 1	June Granger	For
District 2	Lexie Misner	For
District 3	Dick Killam	For
District 4	Martha Armstrong	For
District 5	Tim Harding	For
District 6	Joel Hirtle	For
District 7	Emily Lutz	-
District 8	Vacant	-
District 9	Peter Allen	For

Council moved into closed session at 12:34 p.m. and adjourned at 1:10 p.m.

Approved by:

Peter Muttart
Mayor

Chloe Austin
Recording Secretary

Results Legend	
-	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.



COMMITTEE	Planning Advisory Committee
COMMITTEE MEETING DATE	June 14, 2023
COUNCIL MEETING DATE	July 4, 2023

RECOMMENDATIONS

a.	Application to enter into a development agreement in Port Williams (File #22-07)	That Municipal Council give Final Consideration to entering into a development agreement to permit a comprehensive neighbourhood development at 1207 Belcher Street and associated properties (PID 55030092, 55523153, 55534978, and 55037915), which is substantively the same (save for minor different in form) as the draft set out in Appendix D of the report dated May 3, 2023.
b.	Approval of Centreville Area Advisory Committee Members	That Municipal Council appoint Doug Brown and Mervin Steadman, members of the Centreville District Community Development Association, to the Centreville Area Advisory Committee for a one-year term.
c.	Application to discharge existing development agreement and rezone a property in New Minas (File 22-24)	That Municipal Council discharge the existing development agreement and give First Reading to, and hold a Public Hearing regarding, the application to rezone 5352 Prospect Road (PID 55199137), New Minas from the Highway Commercial (C5) Zone to the Mixed Commercial (C3) Zone, as described in Appendix B of the report dated June 14, 2023. <u>Report attached</u>
d.	Next Public Hearing Date	To be determined based on Council agenda item 8a.

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

Application to discharge an existing Development Agreement and to rezone the property located at 5352 Prospect Road, New Minas from the Highway Commercial (C5) Zone, to the Mixed Commercial Residential (C3) Zone.

File: 22-24

DATE June 14, 2023

Prepared by: Planning and Development Services

Applicant	Michel Beaudin
Landowner	9008-1951 Quebec Inc.
Proposal	Rezoning from the Highway Commercial (C5) Zone to Mixed Commercial Residential (C3) Zone
Location	5352 Prospect Road, New Minas (PID 55199137)
Lot Area	4.12 acres
Designation	Commercial Designation
Zone	Highway Commercial (C5) Zone
Surrounding Uses	Residential uses and commercial uses
Neighbour Notification	12 letters were sent to residents within 500 feet of the subject property

1. PROPOSAL

Michel Beaudin, 9008-1951 Quebec Inc., has applied to discharge a Development Agreement registered on the subject property located at 5352 Prospect Road, New Minas and to amend the Land Use By-Law ('LUB') map to rezone the property from Highway Commercial (C5) Zone to Mixed Commercial Residential (C3) Zone. The applicant is proposing to add residential units to an existing garage on the property.

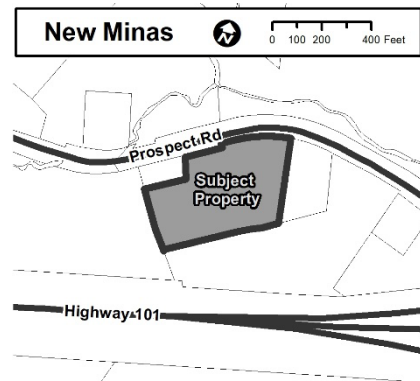


Figure 1: Subject Property

2. OPTIONS

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

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

3. 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 discharge the existing development agreement and give First Reading to and hold a Public Hearing regarding the application to rezone 5352 Prospect Road (PID 55199137), New Minas from the Highway Commercial (C5) Zone to the Mixed Commercial Residential (C3) Zone, as described in Appendix B of the report dated June 14, 2023.

4. BACKGROUND

Peter Reid, the previous property owner, entered into a development agreement with the Municipality in November 2005 enabling him to develop an auto repair shop on the subject property. However, the proposed development was not executed, and he later sold the property to Michel Beaudin in 2022. Michel Beaudin would now like to discharge the development agreement associated with the property and rezone the land to enable additional residential development on the property. Currently, there are two existing buildings on site, one is a residential dwelling and the other is a garage. The applicant would like to repurpose the garage by converting it into two residential units and he would also like to make some changes to his existing dwelling. This application is necessary because grouped dwellings are not permitted in the Highway Commercial (C5) Zone as of right, the rezoning to Mixed Commercial Residential (C3) Zone would allow the applicant to develop two or more residential units on his property.



Figure 2: Aerial view of the property



Figure 3: Site photo showing the existing Dwelling and the Garage

5. SITE INFORMATION

5.1 Subject Property Information

The property is located within the New Minas Growth Centre. The subject property has a lot area of 4.12 acres, and the property has approximately 440 feet of road frontage. Access to the property is from Prospect Road on the south side of Prospect Road. There are two residential dwellings on either side of the property and the rear of the property is heavily vegetated. The site sits on a sloping surface with the slope declining toward the road in the northwest portion of the property, however, the existing structures on the property are on a relatively flat surface. Figure 4 shows the current land use of the area, the property is in the Highway Commercial (C5) Zone, Commercial Designation. Lands located in this zone are intended to complement established commercial areas and do not permit any residential uses. Figure 5 shows the future land use map, the property would continue to be in the commercial designation in the future as well. Changing the zoning to Mixed Commercial Residential (C3) Zone within the same designation would enable the applicant to develop more residential units on his property.

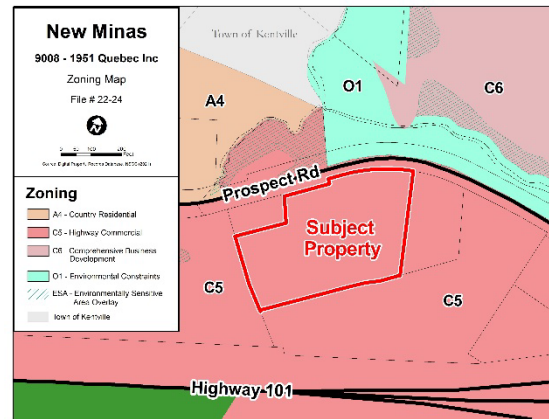


Figure 4: Current Land Use and Zoning

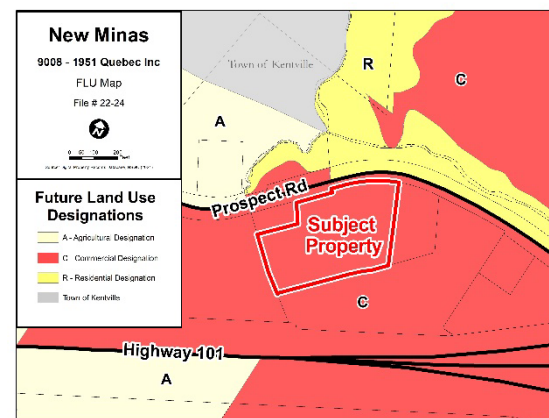


Figure 5: Future Land Use

5.2 Comments from the Public

Notification letters were sent to 12 property owners within a 500-foot radius of the subject property seeking comments and feedback on the proposed Land Use By-law map amendment. A Public Information meeting was held on February 21st, 2023, and a re-recording of the video was added to the planning application on the Municipality's website on May 12, 2023. Staff received no inquiries and no concerns regarding the rezoning.

6. POLICY REVIEW

6.1 Development Agreement Discharge

The new property owner Michel Beaudin has requested that the Council consider the discharge of the 2005 development agreement made between the Municipality and the previous owner (Peter Reid) enabling the development of an auto repair shop on the property. Once the development agreement is discharged the land would be subject to the regulations listed for the Highway Commercial (C5) Zone in the Land Use By-Law.

Policy 5.3.6 from the Municipal Planning Strategy ('MPS') states

Council shall consider proposals to enter into a development agreement, pursuant to section 225 through 230 inclusive of the Municipal Government Act on the terms and conditions set forth in this Municipal Planning Strategy, and a development agreement shall

(c) set terms by which Municipal Council may terminate and discharge an agreement.

The development agreement to enable an auto repair shop was approved in November 2005. Section 4.4(b) of the agreement states that the developer shall complete the development of the auto repair shop within 12 months of eligibility to execute the agreement or the agreement may be discharged by the council without the concurrence of the developer. The previous owner did not proceed with the execution of the agreement within the allotted time. The Council may therefore consider the discharge of the agreement according to the terms set out in the development agreement (Appendix C).

6.2 Enabling Policy (Rezoning)

Once the Council discharges the development agreement the applicant would like to rezone the land from Highway Commercial (C5) Zone to Mixed Residential Commercial (C3) Zone. Some of the policies from the Municipal planning strategy that enables the Council to consider this rezoning are as follows:

Policy 5.3.3 *“Consider amendments to any one of the zoning maps in the Land Use By-Law provided the application is for a specific development and:*

- a) is to rezone land to another zone enabled within the same designation, unless the zone change is specifically prohibited within this Strategy; or,*
- b) is to rezone land that is a maximum of five (5) acres in size to a zone that is enabled in an adjacent designation. For clarity, land that abuts a right-of-way, such as a road, is considered to be adjacent to the designation on the other side of the road; and*
- c) notwithstanding (b) above, Land Use By-law amendments that would result in the expansion of a Growth Centre or that would remove lands from the Agricultural (A1) Zone shall not be permitted without an amendment to this Strategy;*

The proposal is to rezone the subject property from Highway Commercial (C5) Zone to Mixed Commercial Residential (C3) Zone within the same Commercial Designation and this zone change is permitted within the MPS. This proposal, therefore, complies with the above policy, criteria (a). The other criteria (b) and (c) do not apply to this application.

Policy 5.3.5 *“Consider, in relation to all applications to rezone land:*

- a) the applicable zone placement policies, including any specific policy criteria for applying the proposed zone set out within this Strategy;*
- b) the impact of both the specific development proposal and of other possible uses permitted in the proposed zone; and*
- c) the general criteria for amending the Land Use By-law set out in section 5.3 Development Agreements and Amending the Land Use By-law*

The Mixed Commercial Residential Zone permits all forms of residential uses up to a multi-unit dwelling containing 16 residential units as well as lower-impact commercial uses that one would generally expect to see near residential uses. These uses include but are not limited to, retail stores, restaurants, personal service shops, daycare facilities, business offices, medical and dental clinics, indoor recreation uses and community facilities. As this area is generally residential in nature, at this time, and where the Highway Commercial Zone permits commercial uses having far greater impacts (automotive sales, repair, heavy equipment facilities, agricultural equipment parts sales and service), Staff are of the opinion that the application of the Mixed Commercial Residential (C3) Zone is appropriate for this property.

Policy 3.2.2 (c) from the MPS states the intention of the Mixed Commercial Residential (C3) Zone and the various uses permitted within the zone.

Policy 3.2.2 (c) *“Mixed Commercial Residential (C3): lands located in this zone are intended to complement established commercial areas. These areas shall generally be located on main transportation corridors and associated side streets that have commercial development, traditional ‘Main Street’ areas within commercial areas that have not yet experienced much development, or areas where flexibility between residential and commercial uses is desired; and to permit both residential and lower impact commercial uses, such as local retail or business offices, in the same area of a Growth Centre;*

The goal of the commercial designation is to identify areas within the Municipality where commercial activities are promoted and prioritized over other land uses. Even though the commercial designation prioritizes commercial uses, the Municipal Planning Strategy also recognizes that it is important to blend commercial and residential uses in the commercial designation so as to reduce transportation needs. Further, the purpose of the Mixed Commercial Residential (C3) Zone is to complement the established commercial areas and to also provide flexibility to permit both low-impact commercial and residential uses. The subject property is located in an area that is designated for commercial development but is currently developed primarily with residential uses. Under the zone placement policies, Staff considered this a commercial area that has not yet experienced much commercial development. The application of the Mixed Commercial Residential (C3) Zone acknowledges the existing residential uses but maintains commercial provisions in the long term.

The subject property is close (less than 1 kilometre) to various commercial developments (Kent, Big Stop, Auto repair shops etc.) along Prospect Road and is less than 4 kilometres from Commercial Street, New Minas. Access to Highway 101 is less than 1 kilometre from the subject property. Rezoning the property to Mixed Commercial Residential (C3) Zone would enable the applicant to develop more residential units on the subject property which might help reduce the transportation needs of the residents because of its proximity to various commercial areas and the development would also complement the existing commercial areas mentioned above. The proposal would therefore be consistent with the intent of the MPS and the intent of the Commercial Residential (C3) Zone (criteria (a) & (b)) stated earlier. The general criteria (c) are discussed in section 6.5 of this report and reviewed in detail in Appendix A.

6.3 Other MPS Policies

MPS Vision: Settlement

Settlement priority: Enable and encourage a diversity of housing throughout the region

New Minas Secondary Plan- Guiding Principles and Key Direction

Guiding principle: A Place for people

Key Direction: Enable diverse housing options that cater to a variety of household sizes and compositions, life stages, physical needs, and economic needs.

The proposed rezoning is consistent with promoting a variety of housing needs within the community.

6.4 General LUB Amendment Policies

Section 5.3 of the Municipal Planning Strategy contains several general criteria for applications for a map amendment. These criteria consider the proposal's impact on the road network, services, development pattern, environment, finances, wellfields, and the proposal's consistency with the intent of the Municipal Planning Strategy. In terms of the financial impact, there are no additional costs to the Municipality related to the rezoning of the subject property. There are no concerns regarding storm drainage, sewer and water services, fire services, road networks leading to the subject property, traffic generation or environmental concerns. These criteria are reviewed in detail in Appendix A.

7. CONCLUSION

The proposed rezoning from Highway Commercial (C5) Zone to Mixed Commercial Residential (C3) Zone is consistent with the intent of the Municipal Planning Strategy. The proposed rezoning can also meet the general criteria listed in the Municipal Planning Strategy for all planning applications. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. APPENDICES

Appendix A - Municipal Planning Strategy (By-law #105), Section 5.3. – General Criteria to Consider for all Development Agreements and Land Use By-law Amendments

Appendix B - Proposed Land Use By-Law Map Amendment (By-Law #106)

Appendix C - Development Agreement, 2005

Appendix A: Municipal Planning Strategy (By-law #105), Section 5.3. – General Criteria to consider for all Development Agreements and Land Use By-law Amendments

Policy 5.3.7

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy.

Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed land use by-law map amendment is consistent with the intent of the Municipal Planning Strategy, and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed amendment is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed residential development would be compatible with the surrounding residential land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The property is within proximity to schools, recreation and other community facilities.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Public Works has confirmed the adequacy of the road networks and did not indicate any concern with the proposal.
<i>v. the adequacy of fire protection services and equipment;</i>	Kentville fire chief has confirmed the adequacy of fire services and equipment for the property.
<i>vi. the adequacy of sewer and water services;</i>	The Village of New Minas has confirmed that there is ample pressure, water volume and sewer flow to service the new development.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Not expected as no new buildings are proposed. No issues with the existing drainage have been raised. Staff do not expect a change to the current condition.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	Not within any wellfield protection overlay.

<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Not expected.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>Not applicable.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not applicable.</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

Appendix B:
Proposed Land Use By-law Map Amendment (By-law 106)

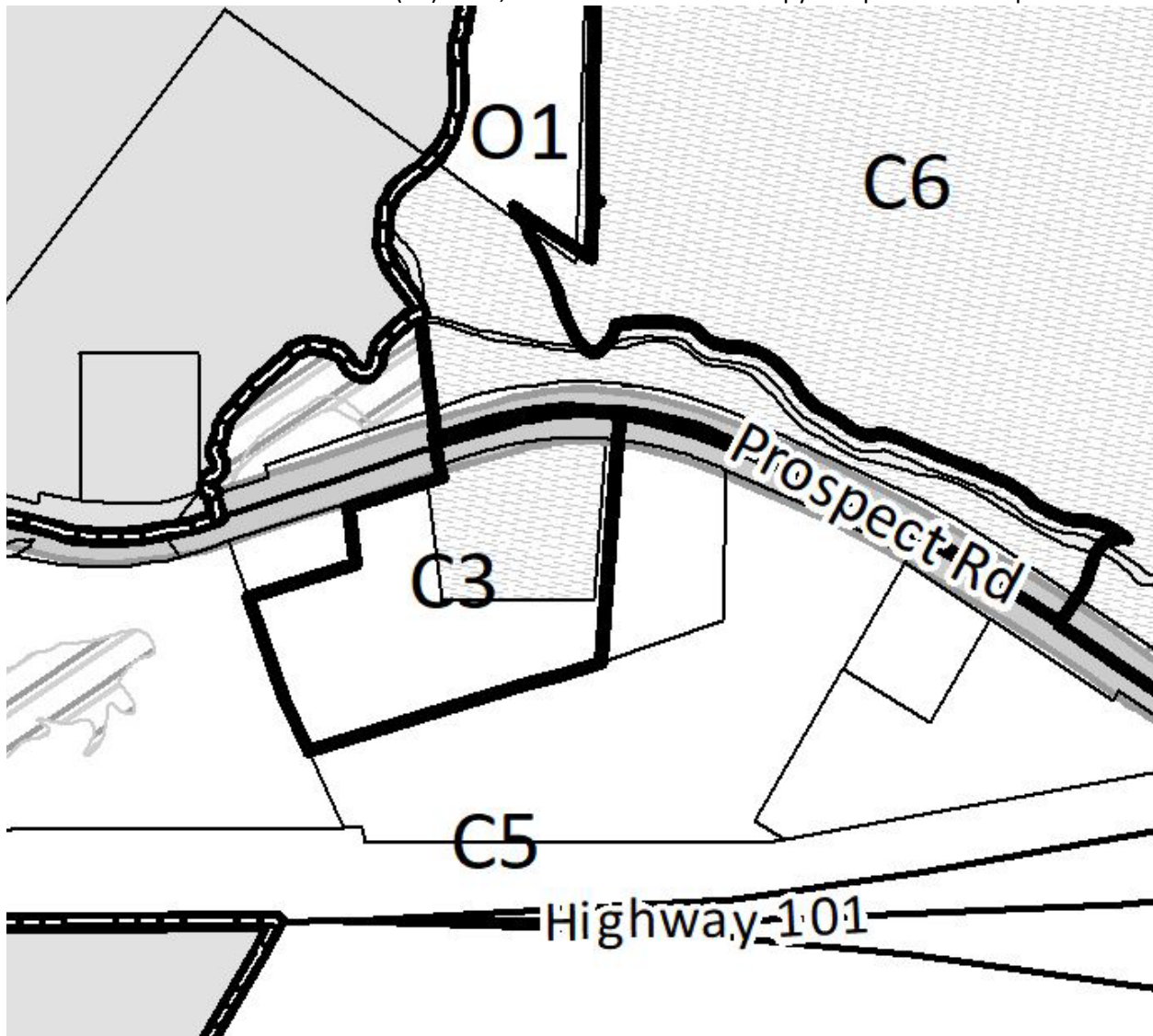
THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BY-LAW 106
COUNTY OF KINGS LAND USE BY-LAW

By-Law Map Amendment to rezone on 5352 Prospect Road (PID 55199137), New Minas from Highway Commercial (C5) Zone to the Mixed Commercial Residential (C3) Zone.

BY-LAW 106 Land Use By-law

9. Amend Map 9 New Minas, to rezone PID 55199137, from the Highway Commercial Zone (C5) to the Mixed Commercial Residential (C3) Zone, as shown on the inset copy of a portion of Map 9 below.



Appendix C - Development Agreement, 2005
Form 44

Request to the Registrar of Deeds to Register a Document
Land Registration Act, S.N.S. 2001, c.6, Sections 37 and 46
Land Registration Administration Regulations subsection 4(7)

Registrant User Number: 1946

Registration District: MUNICIPALITY OF THE COUNTY OF KINGS

Submitter's Name/Firm: MUNICIPALITY OF THE COUNTY OF KINGS

Grantor/ Declarant /Developer Re: Attached Document: DEVELOPMENT AGREEMENT

PID (if available): 55199137

IN THE MATTER OF Section 37 or 46 of the Land Registration Act;

TAKE NOTICE THAT the attached document relates to a parcel that is not registered pursuant to the Land Registration Act, and the document may be accepted for registration pursuant to the Registry Act because: (select one only)

- It is not a transfer for valuable consideration as defined in clause 46(1)(a) of the Land Registration Act.
- It is not a mortgage as defined in clause 2(2)(f) or security interest as defined in clause 2(2)(k) of the Land Registration Administration Regulations.
- It is a transfer of a parcel between persons married to one another.
- It is a transfer of a parcel between persons formerly married to one another, where the transfer is for the purpose of division of matrimonial assets.
- It is a transfer of a parcel between persons who are parties to a registered domestic partnership agreement.
- It is a transfer of a parcel acquired by Her Majesty in right of the Province or a municipality for the purpose of road widening, alignment or movement.
- It is a deed that conveys an interest of a predecessor in title to the present Owner/Agent being used to feed the estoppel or clarify title.
- It is a transfer of an unregistered parcel that is created for the purpose of consolidation with an abutting unregistered parcel where the parcel being transferred/created is incapable of being approved except as an addition to another parcel.
- It is a transfer of a parcel from the Nova Scotia Farm Loan Board to a borrower under the Agriculture and Rural Credit Act.
- It is an instrument that is not required to be registered or recorded pursuant to the Land Registration Act and the Land Registration Administration Regulations.

I HEREBY REQUEST THAT this document be registered pursuant to the Registry Act.

DATED at KENTVILLE in the County of KINGS, Province of Nova Scotia, this 18th day of November, 2005.

Cindy L. Barker

Signature of Municipal Official

Name: Cindy L. Barker

Address: PO Box 100, Kentville NS B4N 3W3

Phone: (902) 690-6139

Email: cbarker@county.kings.ns.ca

Fax: (902) 679-0911



KINGS COUNTY LAND REGISTRATION OFFICE		
I certify that this document was registered as shown here.		
Christina Dodge, Registrar		
83624594	Book	Page(s)
83624594		NOV 22 2005
Document #		MM DD YYYY

KINGS COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered as shown here.	
Christina Dodge, Registrar	
83624594	LR <input type="checkbox"/> ROD
Document	
NOV 22 2005	14:17
MM DD YYYY	Time RB

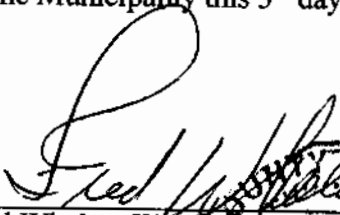


MUNICIPALITY OF THE COUNTY OF KINGS

"BE IT RESOLVED that the Municipality of the County of Kings enter into the attached Development Agreement with Peter Reid, registered owner of the property, located at civic number 5352 Prospect Road, PID 55199137, New Minas, pursuant to Policy 23 of Section 2.3 of Bylaw 42, the New Minas Sector Plan.

THIS IS TO CERTIFY that the foregoing Agreement was considered and passed by a majority vote of those Councillors present when the vote was taken at the session held on the 3rd day of May, A.D., 2005 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of Warden and Municipal Clerk and under the corporate seal of the Municipality this 3rd day of May, 2005.


Fred Whalen, Warden


Ann L. Longley, Municipal Clerk



THIS AGREEMENT made this 18th day of November 2005

- BETWEEN:

PETER REID, registered Owner of the Lands located at 5352 Prospect Road New Minas, Nova Scotia (hereinafter called the "DEVELOPER"),

- 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 Developer is the owner of certain Lands and premises (hereinafter called the "Property"), which Lands are more particularly described in Schedule "B", attached hereto;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement (hereinafter called the "Agreement") pursuant to the provisions of Section 225 of the Municipal Government Act and Policy 23 of Section 2.3 of the New Minas Sector Plan 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;

AND WHEREAS the Developer's proposed use of the Property is intended for an Auto Repair shop.

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

Part 1 Agreement Context

1.1 Schedules

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

Schedule "A"	Site Plan
Schedule "B"	Property Description

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on August 17, 1982, as amended.
- (b) *Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended.

1.3 Definitions

Unless otherwise defined, 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) *Driveway* means the vehicular access (ingress and egress) from the Property to a public road as well as on-site access to parking and loading areas.
- (c) *Auto repair shop* means activities including but not limited to automotive and light truck repair, the retail sale of goods and services for vehicles, and the cleaning and washing of automotive vehicles, the painting of automobile vehicles, automotive body work, automotive glass repair and replacement.
- (d) *Physically Disabled Parking Space* means a space measuring 13 feet wide by 18 feet long designated and marked for a physically disabled person to park his automobile.
- (e) *Development Envelope* means the shaded portion of the Property on the Site Plan.

Part 2 Development Requirements

2.1 Uses

The use of the Development Envelope shall be limited to:

- (a) One auto repair shop located in the building designated “Existing Garage” on the Site Plan;
- (b) One single-family Single Detached Dwelling located in the building designated “Existing Dwelling” on the Site Plan;
- (c) Associated parking as shown on the Site Plan;
- (d) Any use permitted by the Land Use Bylaw for the zone in which the Property is located, subject to the provisions of the Land Use by-law;

2.2 Site Plan

That portion of the Property shown on the Site Plan shall be developed as shown thereon.

2.3 Vehicle Ingress & Egress

- (a) Vehicle ingress and egress to and from the Property shall be as shown on the Site Plan and must be approved by the Nova Scotia Department of Transportation and Public Works prior to use.
- (b) All turning radii for driveways shall be designed and constructed to industry and Department of Transportation and Public Works standards.

2.4 Exterior Lighting

Any exterior lighting on the Property shall not be directed upon streets, or neighbouring residential properties.

2.5 Signs

- (a) All signs must meet the requirements of the Land Use Bylaw applicable to the zone in which the Property is located and in addition be constructed of wood or metal. No internally illuminated signs shall be permitted.
- (b) The Developer shall obtain a development permit from the Development Officer prior to the erection or installation of any sign.
- (c) Where this Section is inconsistent with the regulations respecting advertising signs on or near public highways made or administered by the Department of Transportation and Public Works of the Province of Nova Scotia, the more restrictive regulations shall apply.

2.7 Parking General Standards

The Developer shall meet the following criteria and standards for parking and shall locate all parking as shown on the Site Plan:

- (a) The Developer shall provide and mark a minimum of one Physically Disabled Parking Spaces.
- (b) Parking areas shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.
- (c) The Developer shall provide and mark a minimum of one parking space for staff.
- (d) The Developer shall provide a minimum of 3 parking spaces.

2.8 Future Expansion

The gross floor area of the building designated "Existing Garage" on the Site Plan shall not exceed 2200 square feet

2.9 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 and spaces and loading spaces.

2.10 Site Services

The Developer shall be responsible for providing adequate on-site sewage and water service to accommodate the use of the Property. Prior to obtaining a Development Permit, the Developer shall ensure that there are adequate on-site services to the Property, and the Developer shall be responsible for all costs associated with on-site servicing and obtaining any required permits.

Part 3 Operations

3.1 Hours of Operation

- (a) The auto repair shop shall only operate between the hours of 7 a.m and 7 p.m.
- (b) No shipping or receiving shall occur between 10.00 pm and 6.00 am.

3.2 Environmental Management

- (a) The Developer shall abide by all regulations of the Department of Environment with respect to disposing of oil, gas and other similar substances
- (b) The Developer shall at all time have a First Responder's Spill Kit in the building labeled 'Existing Garage' on the Site Plan. The Spill Kit shall include the following items:
 - i) 10 absorbent pads of a minimum size of 17 inches x 19 inches
 - ii) 1 epoxy stock/repair putty
 - iii) 4 absorbent socks of a minimum size of 3 inches x 48 inches
 - iv) 1 pair of nitrile gloves
 - v) 1 36 inch x 36 inch neoprene drain cover
 - vi) 1 pair of safety goggles
 - vii) 1 disposal bag with ties
 - viii) 1 Nylon bag

3.3 Car Storage Areas

The Developer shall have a maximum of 8 motor vehicles on the property at one time.

Part 4 Implementation of the Agreement

4.1 Application for Development and Building Permits

- (a) Development of the Property or any portion thereof shall require applications for Development Permits and Building Permits.
- (b) The Developer must comply with the provisions of the Municipal Building Bylaw, including all requirements for Building Permits and compliance with Orders of Building Inspectors.
- (c) The Developer shall submit to the Development Officer in support of any application for a Development Permit and/or a Building Permit:
 - (i) Building plans and specifications, which are acceptable to the Development Officer and the Municipal Building Inspector;
 - (ii) Consent for Building and Access to the property from the Department of Transportation and Public Works, and
 - (iii) Any other information the Development Officer deems necessary to determine whether the development conforms with the requirements of this Agreement.

4.2 Issuance of Development and Building Permits

- (a) The Development Officer shall not issue Development Permit(s) for the use of the Property and for any construction related to this Agreement unless such development complies with the terms of this Agreement.
- (b) The decision of the Development Officer as to whether a development meets the terms of this Agreement shall be conclusive.

4.3 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits and Building Permits that may be required.

4.4 Completion and Expiry Date

- (a) The Developer shall sign this Agreement within six (6) months of eligibility to execute the Agreement or the unexecuted Agreement shall be null and void.
- (b) The Developer shall complete development of the auto repair shop within 12 months of eligibility to execute the Agreement or the Agreement may be discharged by Council without the concurrence of the Developer.

Part 5 Changes and Amendments

5.1 Insubstantial Amendments to this Agreement

The Developer shall not vary or change the use of the Property, except as provided for in this Agreement, unless a new Development Agreement is entered into with the Municipality or this Agreement is amended.

The Municipality and the Developer agree that all matters in this Agreement are substantive matters which shall not be changed or altered except by amendment to this Agreement, except as follows. The following matters are not substantive matters and may be changed or altered by policy of Council, and shall not require a Public Hearing:

- (a) Changes to the Site Plan that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Transportation and Public Works and the Nova Scotia Department of the Environment and Labour.
- (b) Changes in the hours of operation of the auto repair shop.
- (c) Changes to the requirements of Section 3.2 (b) of this agreement regarding the contents of the First Responder's spill kit.

Part 6 Compliance

6.1 Subsequent Development

Any subsequent development not included in this Agreement may only be initiated or carried out upon the entering into of a new or amended Development Agreement with the Municipality.

6.2 Compliance with Other Bylaws or Regulations

Nothing in this agreement shall exempt the Developer or any successor in title from complying with other Bylaws or Regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permission, permit authority or approval required hereunder, including any permission required under the Provincial Fire Code, or those of any other authority having jurisdiction.

6.3 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, Provincial and Federal legislation applicable to the Developer.

6.4 Breach of Terms or Conditions

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

- Apply for an injunction or injunction type relief; or

- Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, and/or Building Code Act;
- Sue for specific performance of any terms or conditions; or
- Sue for breach of contract; or
- Discharge this Agreement; or
- Undertake any remedies permitted by the Municipal Government Act;
- Take no action but by taking no action on any breach or violation shall not bar the Municipality from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or
- Any combination of the above.

6.5 Registration of Agreement

The Development Agreement shall be recorded by the Municipality in the Land Registration Office for the County of Kings.

6.6 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.

6.7 Interpretations

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

6.8 Ownership and Control

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property until this Agreement is discharged by Council.

Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer of any portion of the Property, this agreement shall continue to apply and bind the Developer, the Property and any portion of the Property and, subject to this Part, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by Council

Upon transfer of title of any portion of the Property, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the portion of the Property.

6.9 Warranties by the Developer

The Developer warrants as follows:

- (a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the Lands that would require their signature on this 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 this Agreement to validly bind the Lands.

- (b) The Developer has taken all steps necessary to, and it has full authority to, enter into this Agreement.

6.10 Costs

The Developer is responsible for all costs associated with this Agreement.

6.11 Full Agreement

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

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 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:

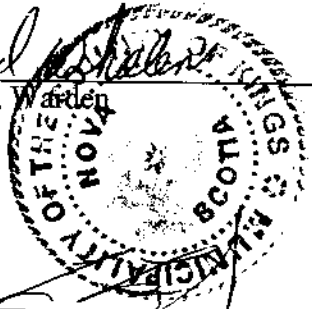
**MUNICIPALITY OF THE
COUNTY OF KINGS**

Kelly Lee

Witness

Fred Whalen

Fred Whalen, Warden



Ann L. Longley

Ann L. Longley, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Peter Reid

Ch. Filer

Witness

Peter Reid

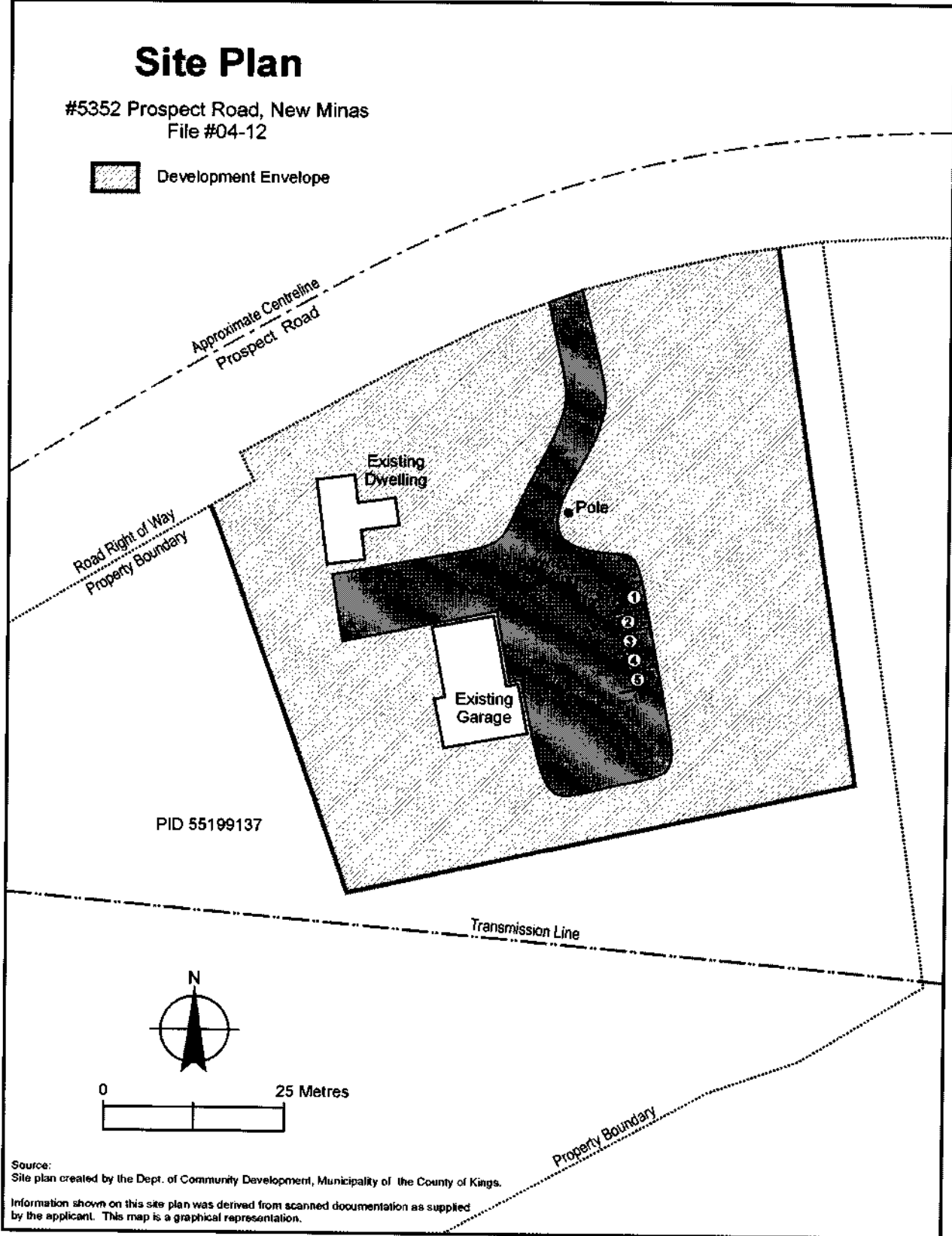
Peter Reid

Schedule "A"
Site Plan

Site Plan

#5352 Prospect Road, New Minas
File #04-12

 Development Envelope



Source:
Site plan created by the Dept. of Community Development, Municipality of the County of Kings.
Information shown on this site plan was derived from scanned documentation as supplied by the applicant. This map is a graphical representation.

Schedule "B"

Property Description

046

SCHEDULE "A"

ALL those certain lots of land and premises situate, lying and being on the South side of the Prospect Road, also known as Highbury Road or Beach Hill Road, in New Minas, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING at a calculated point on the South limit of the aforesaid Prospect Road, said point being the Northwest corner of lands now of James H. Reid;

THENCE South Ten Degrees Zero Three Minutes Fifteen Seconds East (S 10° 03' 15" E) a distance of Two Hundred Ninety-eight decimal One Three Feet (298.13') along the West bound of said lands of James H. Reid to a calculated point being the Southwest corner of the aforesaid lands of James H. Reid;

THENCE South Fifty-nine Degrees Twenty Minutes Zero Zero Seconds West (S 59° 20' 00" W) a distance of One Hundred Three decimal Zero Zero Feet (103.00') along the North bound of lands of Falcon Enterprises Limited to a survey marker at a point being the Southeast corner of lands retained by Peter J. Reid;

THENCE North Zero Seven Degrees Forty-seven Minutes Thirty-five Seconds West (N 07° 47' 35" W) a distance of Three Hundred Forty-seven decimal Two Seven (347.27') to a survey marker at a point on the South bound of the aforesaid Prospect Road, said point being the beginning of a curve having a radius equal to Five Hundred Forty-seven decimal Zero Zero Feet (547.00'), an arc distance of Eighty-three decimal Seven Four Feet (83.74'), the chord being North Eighty-eight Degrees Thirty-six Minutes Fifty Seconds East (N 88° 36' 50" E) a distance of Eighty-three decimal Six Six Feet (83.66') along said South bound of the said Prospect Road to the place of beginning.

SUBJECT TO an Easement in favor of the Nova Scotia Power Inc. as set out in a Deed recorded in the Registry of Deeds Office in Kentville, Kings County, Nova Scotia, in Book 168 at Page 397.

BEING AND INTENDED TO BE Parcel "A" to be consolidated with adjoining lands of James H. Reid to form Lot "R-1" as shown on a Plan of the Subdivision of lands of Peter J. Reid dated November 21st, 2001, and prepared by Cyr Surveys.

ALSO BEING AND INTENDED TO BE a portion of those lands conveyed to Peter James Reid by James Henry Reid and Judith Marie Reid by Quit Claim Deed dated November 2nd, 2001 and recorded in the aforesaid Registry of Deeds in Book 1295 at Page 198.

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

ON THIS 3rd day of May, 2005 before me, the subscriber personally came and appeared, Kelly Lee 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 her presence.

Cynthia L. Barker

CYNTHIA L. BARKER
A Commissioner of the Supreme
Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

ON THIS 18th day of November, 2005, before me, the subscriber personally came and appeared, Crystal Fuller, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Peter Reid, the registered owner of the property located at 5253 Prospect Road, New Minas, one of the parties thereto, signed, sealed and delivered the same in her presence.

Cynthia L. Barker

CYNTHIA L. BARKER
A Commissioner of the Supreme
Court of Nova Scotia

Municipality of the County of Kings Report to Municipal Council

Discharge existing Development Agreement for 9209 Commercial Street, (PID 55210421) New Minas
(File #23-05)

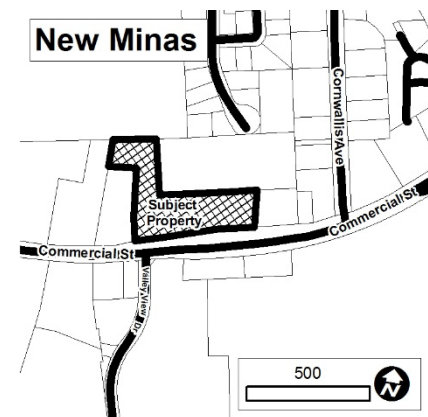
June 6, 2023

Prepared by: Laura Mosher, Planning and Development Services

Applicant	Issam Kadray
Land Owner	Kadray Holdings
Proposal	Discharge Existing Development Agreement
Location	9209 Commercial Street (PID 55210421), New Minas
Lot Area	2.55 Acres
Designation	Commercial
Zone	General Commercial
Surrounding Uses	Commercial
Neighbour Notification	No neighbour notification required for Development Agreement Discharge

1. PROPOSAL

Issam Kadray has applied on behalf of Kadray Holdings Inc. to discharge an existing Development Agreement that was approved in 2019. The discharge of the Development Agreement would enable Kadray Holdings to utilize the General Commercial (C1) Zone uses allowed as of right on the subject property.



2. OPTIONS

In response to the application, Council may:

- A. Discharge the Agreement;
- B. Refuse to discharge the Agreement;
- C. Provide alternative direction, such as requesting further information on a specific topic.

3. STAFF RECOMMENDATION

Staff recommend that Municipal Council pass the following motion:

Be it resolved that Municipal Council approve the discharge of the Development Agreement dated August 19, 2019, between Kadray Holdings Inc. (Issam Kadray) and the Municipality of the County of Kings, from the lands located at 9209 Commercial Street (PID 55210421), New Minas as described in Appendix A of the report dated June 6, 2023.

4. BACKGROUND

The subject property is the site of the former Village Commission office for the Village of New Minas. The property was sold to Mr. Kadray in 2017, which was deemed surplus by the Village, following the construction of the Louis Millet Centre which now houses the Village Commission office for the Village of New Minas.

A Development Agreement for the subject property was approved on June 4th 2019 by Municipal Council, signed August 8, 2019 and registered August 19, 2019 (Doc #114964621). The Agreement enabled a mixed-use building which included commercial and residential uses, relocation of the existing building, and list of light commercial uses.

5. SITE INFORMATION

The subject property is 2.55 acres in size and is located on the north side of Commercial Street in New Minas. The subject property is irregularly shaped with approximately 490 feet of frontage along Commercial Street.

6. POLICY REVIEW

6.1 Ability to discharge a Development Agreement

The *Municipal Government Act* (MGA) states that a development agreement is in effect until discharged by Council in accordance with the terms of the agreement or in concurrence with the property owner (s. 229). In this case the property owner is requesting the discharge.

Section 3.5 of the existing Development Agreement states,

Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

Additionally, section 5.3.6 (c) of the Municipal Planning Strategy recognizes that Council will include discharge policies within the Development Agreement, as described above.

Should Council discharge the Agreement, the permissions and requirements of the General Commercial (C1) Zone will apply to the property.

Under the Municipality of the County of Kings Planning Policies, no Public Information Meeting is required for the discharge of a development agreement. Council holds final consideration only, and the decision is not appealable.

7. CONCLUSION

Planning staff have reviewed the application for consistency with the *Municipal Government Act*, the Municipal Planning Strategy and the General Commercial (C1) Zone of the Land Use By-law regulating use and development on the property.

The Development Agreement is no longer required by the property owners. Discharging the Agreement is consistent with Municipal Policy, therefore staff is recommending that the Development Agreement on the property at 9209 Commercial Street (PID 55210421) New Minas be discharged.

APPROVALS

Patricia Javorek, Director, Planning and Inspection Services June 28, 2023

8. APPENDICES

Appendix A: Resolution and Property Description

Appendix B: Original Development Agreement

Appendix A
MUNICIPALITY OF THE COUNTY OF KINGS
DEVELOPMENT AGREEMENT DISCHARGE

Pursuant to Section 229(2) of the Municipal Government Act, the Municipality of the County of Kings discharges the Development Agreement, entered into on August 8, 2019 between Issam Kadray (Kadray Holdings Inc.) and the Municipality of the County of Kings and recorded at the Registry of Deeds as document number 114964621.

MUNICIPALITY OF THE COUNTY OF KINGS caused this Instrument to be executed and delivered by its duly authorized Officers in its behalf in the presence of

Peter Muttart, Mayor

Witness

Janny Postema, Municipal Clerk

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2023, _____ the
subscribing witness to this instrument came before me, made oath, and said that
MUNICIPALITY OF THE COUNTY caused the same to be signed and sealed in its name and in
its behalf by its duly authorized Officers in his/her presence.

A Commissioner of Oaths in Nova Scotia

Property Description

Parcel Description

ALL that parcel of land situate, lying and being South of Prospect Road, at Morristown in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker set on the Southerly limit of the Prospect Road at the Northwest corner of lands of Leslie Hutchinson and Jacqueline Hutchinson as conveyed to them by Deed recorded at the Registry of Deeds, Kentville, Nova Scotia, in Book 752 at page 118:

THENCE South forty-two degrees 55 minutes 39 seconds East along the Westerly line of lands of Leslie and Jacqueline Hutchinson, the Westerly line of lands reserved by Mountain Crest Farm Limited and the Westerly line of land of Vaughn Nichols, a total distance of 841.31 feet to a survey market set;

THENCE South 64 degrees 20 minutes 16 seconds West a distance of 263.54 feet to a survey marker set;

THENCE North 36 degrees 20 minutes 52 seconds West a distance of 458.60 feet to a survey marker set;

THENCE North 87 degrees 29 minutes 32 seconds West a distance of 94.74 feet to a survey marker found of the Easterly line of the lands formerly of Mountain Crest Farm Limited;

THENCE North 39 degrees 49 minutes West along the Easterly line of lands formerly of Mountain Crest Farm Limited a distance of 119.60 feet to a survey marker found;

THENCE North 30 degrees 53 minutes 29 seconds West a distance of 189.01 feet to a survey marker set on the Southerly limit of the Prospect Road;

THENCE North 63 degrees 22 minutes 42 seconds East a distance of 45.20 feet to a survey marker set and continuing along the Southerly limit of the Prospect Road at the same course a further distance of 183.70 feet to the place of BEGINNING.

BEING Lot 3, comprised of an area of 42,627 square feet and Parcel C, comprised of any area of 3.54 acres, consolidated to form lot 3A, comprised of 4.52 acres, as shown on a Plan of Subdivision and Consolidation prepared by Valle Surveys, dated December 7, 1995, which as been approved by the Municipality of the County of Kings December 28, 1995, Registry No. 950221, a copy of which is on file at the Registry of Deeds, Kentville, Nova Scotia under No. P-10,158.

Mailing address of interest holder to be added <i>(for power of attorney, provide mailing address for donee)</i>	181 Coldbrook Village Park Drive, Coldbrook NS B4R1B9
Name and mailing address power of attorney donor to be added <i>(if applicable)</i>	
Name and mailing address power of attorney donee to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable).</i>	

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Kentville, Kings County, Nova Scotia, this 4th, 2019.



Signature of Authorized Lawyer

Name: Marc P. Comeau

Address: 50 Cornwallis Street, Kentville NS B4N 2E4

Phone: (902) 678-6156

Email: comeau@tmclaw.com

Fax: (902) 678-6082

This document does not affect non-land registration parcels.

May 4, 2009



MUNICIPALITY OF THE COUNTY OF KINGS

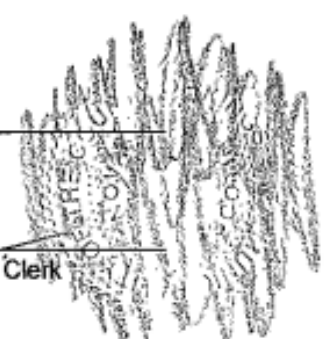
BE IT RESOLVED that Municipal Council give Final Consideration and approves entering into a development agreement to permit a 40 unit multi-unit residential development at 9209 Commercial Street (PID 55210421), New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix F of the report dated April 1, 2019.

THIS IS TO CERTIFY that the foregoing Agreement was considered and passed by a majority vote of those Councillors present when the vote was taken at the session held on the 4th day of June 2019 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of the Mayor and Municipal Clerk and under the corporate seal of the Municipality this 5th day of June 2019.


Peter Mutiani, Mayor


Janny Postema, Municipal Clerk



THIS DEVELOPMENT AGREEMENT made this 8 day of August, 2019, A.D.

BETWEEN:

Kadray Holdings Inc., of Bedford, 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 Property Identification (PID) Number 55210421; and

WHEREAS the Property Owner wishes to use the Property for mixed-use commercial-residential development; and

WHEREAS the Property is designated Business and Parks and Open Space on the Future Land Use Map of the New Minas Sector Plan, and zoned Environmental Open Space (O1) and Major Commercial I (C1) and is located within Well Capture Protection Zone B on the Zoning Map of the New Minas Land Use Bylaw; and

WHEREAS policy 2.10.3.3.2 and 2.3.10 of the New Minas Sector Plan and section 3.1.33 b. of the New Minas 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 *June 4, 2019* 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, Land Use Bylaw and Subdivision Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (b) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on October 26, 1995, as amended, or successor by-laws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Pedestrian Walkway* means a pathway, which may include stairs, ramps or passageways, made of a hard, stable surface and which is kept clear of debris, snow and ice to facilitate the movement of pedestrians.
- (c) *Mixed Use Building* means a building containing both commercial and residential uses.
- (d) *Relocated Building* means a building existing on the Property at the time of registration of this Agreement and proposed to be relocated to the Relocated Building Envelope as identified on Schedule B, Site Plan to this Agreement.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The use of the Property shall be limited to:

- (a) A Mixed Use Building located wholly within the Mixed Use Building Envelope, including any balconies, canopies or other architectural elements, as identified on Schedule B, Site Plan and consisting of the following:
 - (i) Commercial uses on the ground floor as listed in section 2.1(c) of this agreement; and
 - (ii) Up to 40 residential units located above commercial uses with the exception of an area on the ground floor providing access and egress to residential units.

- (b) A new or relocated building located wholly within the Relocated Building Envelope as identified on Schedule B, Site Plan and used for commercial uses as identified in section 2.1(c) of this Agreement;
- (c) The following light commercial uses:
 - Bakery shops
 - Business Offices
 - Day Care Facilities
 - Dental Laboratories
 - Dressmaking and Tailoring
 - Financial Institutions
 - Laundromat
 - Personal Service Shops
 - Photography Studios
 - Restaurants
 - Retail Stores
 - Service Shops

2.2 Site Plan

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

2.3 Development Standards

- (a) The Property Owner shall construct the Mixed Use Building in conformance with the minimum lot area, maximum lot coverage, maximum height, minimum lot frontage, and minimum yard requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.
- (b) Accessory buildings shall be subject to the requirements of the Major Commercial I (C1) Zone of the New Minas Land Use Bylaw or a comparable general commercial zone in any successor document.

2.4 Pedestrian Access

- (a) The Property Owner shall develop on the Property pedestrian walkways as identified on Schedule B, Site plan to provide safe access for pedestrians to and within the Property. Where located on a paved area, pedestrian walkways shall be differentiated from parking areas through the use of paint or alternative paving materials.
- (b) The pedestrian walkway accessing the proposed amenity area shall have a minimum width of 3 feet.

- (c) A pedestrian walkway, with a minimum width of 3 feet shall be provided along the front and side walls of the Mixed Use Building and shall be wholly contained within the Mixed Use Building Envelope.

2.5 Subdivision

An unused portion of the Property east of the Mixed Use Building may be subdivided, provided all provisions within this Agreement and all provisions of the underlying zone in the In force Land Use Bylaw and Municipal Subdivision By-law are met. Once a plan of subdivision has been approved as per this section, the Municipality and the Property Owner agree that this Agreement shall be discharged from the portion of the Property that has been subdivided.

2.6 Amenity Area

The Property Owner shall provide amenity areas on the property in accordance with the following:

- (a) Each residential unit within the Mixed Use Building shall be provided with a private patio, balcony, or deck with an area no less than 50 square feet and wholly located within the Mixed Use Building Envelope.
- (b) A designated amenity area suitable for open space/leisure activities for the residential use, measuring no less than 4,000 square feet in area, shall be provided as identified on Schedule B, Site Plan. The amenity area shall be developed with hardscaping or grassed area and shall include benches or other seating options and shall be maintained in a useable state.
- (c) All undeveloped areas of the Property not used for buildings, driveways or parking shall either be maintained in a natural forested state or landscaped with grass, trees, flowers, or decorative stone work.

2.7 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and in a useable state and maintain the Property in a neat and presentable condition.

2.8 Lighting

The Property Owner shall ensure that any lights used for illumination of the Property or signs shall be arranged so as to divert light away from streets and neighbouring properties.

2.9 Outdoor Storage

Outdoor storage on the Property is not permitted and the Property Owner shall ensure that any storage of waste or yard equipment shall be entirely within an accessory building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

2.10 Parking

The Property Owner shall provide on-site parking in accordance with the following:

- (a) Residential parking shall be provided in accordance with the parking requirements of the Residential Multiple Family (R3) Zone of the New Minas Land Use Bylaw, or comparable medium density multi-unit residential zone in any successor document; and
- (b) Commercial parking shall be provided in accordance with the parking requirements of the Major Commercial I (C1) Zone of the New Minas Land Use Bylaw, or comparable general commercial zone in any successor document.

2.11 Access and Egress

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement; and
- (b) The property owner is responsible for supplying engineered access designs if required by Nova Scotia Transportation and Infrastructure Renewal, or any successor body.

2.13 Erosion and Sedimentation Control and Drainage

- (a) Submission of a detailed drainage report and plan for the entire Property shall be required prior to the issuance of Development Permits or Building Permits, in accordance with the Municipal Specifications and as approved by the Municipal Engineer.
- (b) During any site preparation or building construction all exposed soil shall be stabilized immediately according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.
- (c) Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

2.14 Servicing

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and that these services will be provided at the Property Owner's expense.

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, 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 of this Agreement; and
 - (b) development generally not in accordance with Schedule B, Site Plan
- 3.4 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, 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

- (a) No construction or use may be commenced on the Property for a use enabled by this Agreement, nor a building relocated, until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required; and
- (b) A Development Permit shall not be issued for the construction of the Mixed Use Building until the existing building on the property is relocated to the Relocated Building Envelope.

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 180 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 develop the Mixed Use Building within seven (7) years of this Agreement being recorded at the Land Registration Office.
- (c) The Property Owner shall be in complete compliance with the Amenity Area, and Parking provisions of this Agreement within one year of receiving an Occupancy Permit for the Mixed Use Building.

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, bylaws 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 it 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



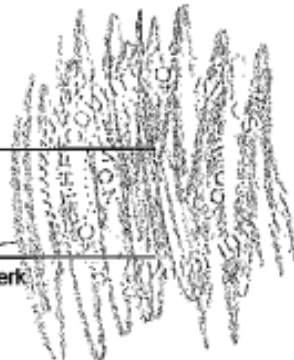
Witness



Peter Multart, Mayor



Janey Postema, Municipal Clerk



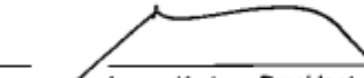
SIGNED, SEALED AND DELIVERED
In the presence of:

KADRAY HOLDINGS INC



Witness

MARC P. COMEAU
A Barrister of the Supreme
Court of Nova Scotia



Issam Kadray, President



Schedule A – Property Description

ALL that certain parcel of land lying, being and situate on the north side of Commercial Street, Village of New Minas, being more particularly bounded and described as follows:

BEGINNING at a survey marker shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz & Seamone number D658, the survey marker being found where the southwest corner of land of Barney and Thelma Bishop as conveyed in Book 188, page 86 and Book 197, page 394 intersects the north bound of Commercial Street, Village of New Minas as sown on the aforementioned plan;

THENCE South 76 degrees 36 minutes 30 seconds West a distance of 90.23 feet to a survey marker found as shown on the Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz & Seamone number D658;

THENCE South 70 degrees 31 minutes 13 seconds West a distance of 215.54 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE South 77 degrees 24 minutes 16 seconds West a distance of 70.0 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE South 67 degrees 17 minutes 46 seconds West a distance of 108.98 feet to a point as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 13 degrees 53 minutes 36 seconds West a distance of 100.0 feet to a survey marker found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 07 degrees 36 minutes 23 seconds West a distance of 197.0 feet to a survey marker place as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE South 82 degrees 28 minutes 53 seconds West a distance of 115.0 feet to a survey marker place as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 00 degrees 57 minutes 28 seconds West a distance of 110.0 feet to a survey

marker found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 77 degrees 56 minutes 09 seconds East a distance of 175.47 feet to a survey marker found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE South 14 degrees 06 minutes 44 seconds East a distance of 228.85 feet to an iron pipe found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 75 degrees 54 minutes 22 seconds East a distance of 70.23 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 76 degrees 24 minutes 14 seconds East a distance of 236.73 feet to an iron pipe found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658;

THENCE North 75 degrees 00 minutes 37 seconds East a distance of 90.53 feet to an iron pipe found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658;

THENCE South 04 degrees 55 minutes 25 seconds East a distance of 148.63 feet to a survey marker found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658 being the place of beginning;

BEING AND INTENDED TO BE Lot 1-A as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560.

BENEFITS

TOGETHER with an easement/right-of-way as described in Document 98151591 as recorded on April 15, 2011.

BURDEN

SUBJECT TO the granted easement/right of way (burden)] created by the Grant of Storm Sewer Easement dated August 29, 2017, recorded in the Land Registration Office for Kings County, Nova Scotia as Document No. 111326329 on August 30, 2017; this instrument contains the usage details of this easement in full text.

***** Municipal Government Act, Part IX Compliance *****

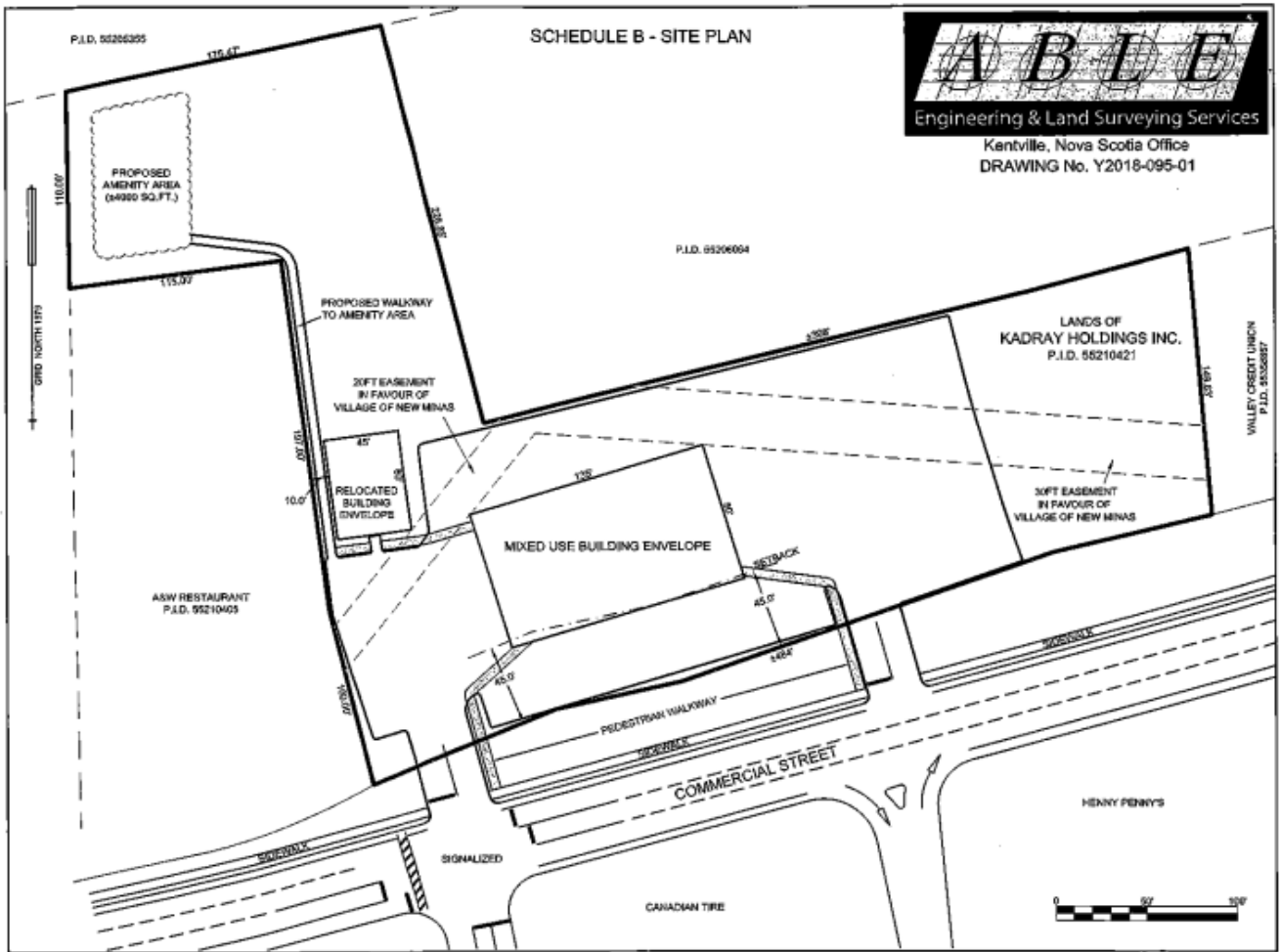
Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 1991

Plan or Document Number: P8560

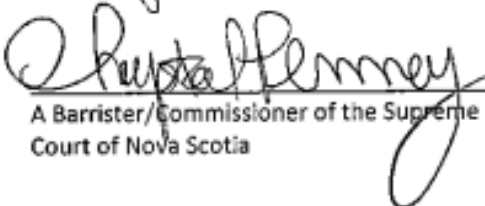



A B L E
 Engineering & Land Surveying Services
 Kentville, Nova Scotia Office
 DRAWING No. Y2018-095-01

AFFIDAVIT OF THE CLERK, MUNICIPALITY OF THE COUNTY OF KINGS

I, Janny Postema, of Coldbrook, in the County of Kings, Province of Nova Scotia make oath and swear that:


1. I am the Clerk of the Municipality of the County of Kings (the "Municipality") and have personal knowledge of the matters herein deposed to.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1998, c. 18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designate duly authorized in that regard on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1998, c. 18, as amended. This acknowledgment is made pursuant to s. 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c. 6, as amended for the purpose of registering or recording the Instrument.
4. The Municipality is a resident of Canada for the purposes of the *Income Tax Act* (Canada).

SWORN TO at Kentville, in the County of)
Kings, Province of Nova Scotia this 3)
day of August, 2019, before me:)
)
A Barrister/Commissioner of the Supreme)
Court of Nova Scotia)



Janny Postema, Clerk

I CERTIFY that on this date **JANNY POSTEMA** personally came before me and swore under oath the foregoing Affidavit.


A Barrister/Commissioner of the
Supreme Court of Nova Scotia
CHRYSTAL L. PENNEY
A Barrister & Solicitor of the
Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Issam Kadray, of Halifax Regional Municipality, make oath and say that:

1. I am an officer and director (President) of Kadray Holdings Inc., the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. **I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or ss.79 and 83 of the *Land Registration Act* as the case may be.**
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the corporation.
4. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the corporation.

I certify that on this July 16, 2019
the Deponent came before me, made oath,
and swore the foregoing affidavit at
Kentville, Nova Scotia

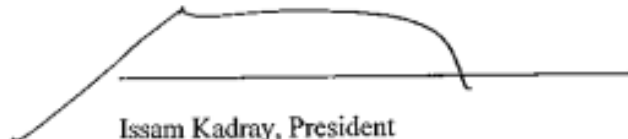
KADRAY HOLDINGS INC



Print Name:

Authority (e.g. Commissioner of Oaths):
Please affix seal

MARC F. COMEAU
A Barrister of the Supreme
Court of Nova Scotia



Issam Kadray, President

TO	Municipal Council
PREPARED BY	Patricia Javorek, Director, Planning and Inspection Services
MEETING DATE	July 4, 2023
SUBJECT	Development Officer Appointment by Council

ORIGIN

- Appointment of Development Officer(s) to Administer and Enforce per Section 243 (1) *Municipal Government Act*

RECOMMENDATION

That Municipal Council hereby appoint **Laura Mosher** as a Development Officer for the Municipality of the County of Kings as required under Section 243(1) of the *Nova Scotia Municipal Government Act* while employed with the Municipality.

INTENT

The Province of Nova Scotia has adopted the *Nova Scotia Municipal Government Act (Act)*, which requires a municipality to appoint a development officer to administer development controls on behalf of Council. These controls include such things but are not limited to the subdivision by-law, the provincial subdivision regulations, granting or refusing development permits, site plan approval and variances. This appointment allows a Development Officer to administer and enforce the *Act*, and applicable Regulations and By-laws in the Municipality.

DISCUSSION

These past few years have been the Municipality's busiest development years, which saw an increase in permit applications, permits issued, subdivision approvals, variances, and site plans. Also, we continue to field an increase in general inquiries by the public seeking confirmation of zoning and permitted uses prior to closing the purchase of sales for parcels of land. Currently, we are on pace to surpass last year's development numbers with the anticipation that the trend will continue in the future for the Municipality.

The *Act* under Part IX S.191(d) defines **Development Officer** as *'the person or persons appointed by council to administer a land use or subdivision by-law'*. Further, Section 243(1) of the *Act* states "a Council shall appoint a development officer to administer its land-use by-law and subdivision by-law".

The Municipality of the County of Kings has two Development Officer positions, one of which recently became vacant with recruitment currently underway. However, the timing of the vacancy has left the remaining Development Officer with a workload not intended to be borne by one, due to the extremely high level of development and related inquiries. The Director of Planning and Inspections is currently also appointed as a Development Officer. To ensure delivery of service, appointing the Manager of Planning and Development, Laura Mosher, as an additional Development Officer, will assist in ensuring inquiries are responded to and mandated timelines of the *Act* continue to be met.

FINANCIAL IMPLICATIONS

- Within the departmental salary budget

STRATEGIC PLAN ALIGNMENT

	Strong Communities	
	Environmental Stewardship	
	Economic Development	
✓	Good Governance	Supports Core Program
	Financial Sustainability	
	Other	

ALTERNATIVES

- No alternative as this is a requirement of the *Act*.

IMPLEMENTATION

- Appointment approval

ENGAGEMENT

- No engagement is required.

APPENDICES

- None

APPROVALS

Scott Conrod, Chief Administrative Officer

June 28, 2023

TO Municipal Council
PREPARED BY Janny Postema, Municipal Clerk
MEETING DATE July 4, 2023
SUBJECT Council and Committee of the Whole Meetings in August

ORIGIN

- Annual decision of Council regarding Council and Committee of the Whole meetings in August

RECOMMENDATION

That Council and Committee of the Whole not meet in August 2023 unless there are urgent and pressing matters to be dealt with.

INTENT

For Council to consider not holding Council and Committee of the Whole (COTW) meetings in August 2023 as a summer break.

DISCUSSION

It has been the practice that around this time of year, Council considers whether to take a break in August.

History of Council and COTW meetings in August:

Year	Regular Council	COTW	Special Council
2014	Cancelled	Cancelled	None
2015	Cancelled	Cancelled	August 20
2016	Held	Cancelled	None
2017	Held	Cancelled	August 8
2018	Cancelled	Cancelled	None
2019	Cancelled	Cancelled	None
2020	Cancelled	Cancelled	August 18
2021	Held for time-sensitive matters	Cancelled	August 31 (time-sensitive matters)
2022	Cancelled	Cancelled	None

FINANCIAL IMPLICATIONS

- None

STRATEGIC PLAN ALIGNMENT

Strong Communities	
Environmental Stewardship	
Economic Development	
Good Governance	

Request for Decision

	Financial Sustainability	
✓	Other	

ALTERNATIVES

- Council may opt to not cancel the Regular Council meeting in August 2023.
- Council may opt to not cancel the COTW meeting in August 2023.
- Council may opt to not cancel the Regular Council and COTW meetings in August 2023.

IMPLEMENTATION

- Council and COTW meetings in August 2023 are removed from Councillors' Outlook Calendar and not posted on Municipal website.
- Mayor and CAO determine whether any urgent and pressing matters need to be dealt with in August; Municipal Clerk schedules meeting(s) if required.
- Municipal Clerk notifies Council of meeting(s) to be held, if any.
- Municipal Clerk updates meeting schedule on Municipal website and Councillors' Outlook Calendar accordingly.

ENGAGEMENT

- No engagement held as this is a Council decision.

APPENDICES

- None

APPROVALS

Scott Conrod, Chief Administrative Officer

June 28, 2023

TO	Municipal Council
PREPARED BY	Scott Conrod, Chief Administrative Officer
MEETING DATE	July 4, 2023
SUBJECT	New Cost Share Agreement - Provincial Village/Subdivision Roads

ORIGIN

- May 11, 2023 – Letter from N.S. Dept. of Public Works (Highway and Engineering and Construction – Capital Programs)
- March 31, 2024 - Cost Share Agreement 2020-014 for paving and resurfacing Provincial Subdivision Roads expires

RECOMMENDATION

That Municipal Council authorize the Mayor and CAO to sign Cost Share Agreement 2023-014 for a new cost share agreement with the Nova Scotia Department of Public Works for paving Provincial Subdivision Roads as attached to the July 4, 2023 Council agenda.

INTENT

Council to authorize the Mayor and CAO to sign the new 3-year cost share agreement with the Nova Scotia Department of Public Works (NSDPW) for resurfacing Provincial Subdivision Roads.

DISCUSSION

NSDPW has offered a cost share arrangement between the Province and Municipalities for resurfacing Provincial Subdivision Roads since the 1995 Service Exchange. The main provisions of the new Agreement include:

- 50-50 sharing of costs between NSDPW and the Municipality for “Paving”.
- The Municipality will be asked to submit a new priority list by October 31st prior to the start of each applicable Fiscal Year.
- Provide a response within 20 Business Days of when NSDPW submits their list of approved streets and related cost estimate.
- NSDPW will adjust manholes, valves as required on approved roads and will expense the “Additional Work” at 100% of the Province’s standard unit prices.
- The Province will be responsible for tendering and contract administration and notifying the Municipality when there is a cost overrun greater than 10%.

FINANCIAL IMPLICATIONS

- No direct impact for fiscal 2023-24. The Agreement simply provides the contractual framework to allow the Municipality to participate in the Program for fiscal years 2024-25, 2025-26, and 2026-27.
- Funding levels from NSDPW are not guaranteed from year to year. Staff will bring forward a funding proposal during each annual budget deliberation.

STRATEGIC PLAN ALIGNMENT

✓	Strong Communities	Provincial Subdivision Roads are identified under this Priority.
	Environmental Stewardship	

	Economic Development	
	Good Governance	
	Financial Sustainability	
	Other	

ALTERNATIVES

- None recommended

IMPLEMENTATION

- Mayor and CAO will sign Cost Share Agreement 2023-014 and return it to NSDPW along with a certified copy of the Council resolution.
- Each year, NSDPW will ask the Municipality to submit a new priority list by October 31st prior to the start of each applicable Fiscal Year.

ENGAGEMENT

- None. Cost Share Agreements have been presented at prior sessions of Council and Committee of the Whole.

APPENDICES

- Appendix A: NSDPW Cost Share Agreement 2023-014



Public Works

COST SHARING AGREEMENT NO. 2023-014

THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS (this “Agreement”) is effective as of the _____ day of _____, 2023 (the “Effective Date”).

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Public Works (the “Province”)

-and-

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal corporation incorporated pursuant to the *Municipal Government Act.*, S.N.S. 1998, c. 18 (the “Municipality”)

Contents

1.	Definitions	3
2.	Term of Agreement	3
3.	Designation and Acceptance of Streets	3
4.	Payment of Construction Costs.....	4
5.	Additional Works	4
6.	Work May be Subcontracted.....	4
7.	Costs Over Estimate	4
8.	Cost Overruns.....	5
9.	Appropriation of Future Funds	5
10.	Permits and Approvals.....	5
11.	Indemnification by the Municipality	5
12.	Release from Liability.....	5

- 13. Disclaimer of Consequential or Indirect Damages5
- 14. Disclaimer of Warranties6
- 15. Confidentiality6
- 16. Force Majeure.....6
- 17. Interpretation.....6
- 18. Governing Laws7
- 19. Entire Agreement.....7
- 20. Amendments.....7
- 21. Waiver.....7
- 22. Severability7
- 23. Further Assurances.....7
- 24. Counterparts; Electronic Execution.....7
- 25. Notices.....7
- Signature Page9

BACKGROUND:

- 1. Section 308 of the *Municipal Government Act*, S.N.S. 1998, c. 18 (the “**Act**”), provides that all streets in a municipality are vested absolutely in the municipality. Section 307 of the Act provides that this does not include streets that are vested in His Majesty in Right of the Province.
- 2. The parties agree that it is in the best interests of the public to cooperate with each other on the construction, improvement, alteration, repair, cleaning and clearing of Village and Subdivision Streets (as hereinafter defined).
- 3. By Order in Council dated May 12, 1988, the Province’s Executive Council approved a paving and cost-sharing program for these Village and Subdivision Streets.
- 4. The *1996 Provincial-Municipal Service Exchange Agreement* (the “**Service Exchange Agreement**”) specifies that cost-sharing on Village and Subdivision Streets is to be apportioned between the Province and the participating municipalities on a uniform 50-50% basis.
- 5. This Agreement outlines the parties’ joint understandings, commitments, and terms and conditions associated with the paving and cost-sharing of Village and Subdivision Streets, all in accordance with the Service Exchange Agreement, the *Public Highways Act*, R.S.N.S. 1989, c. 371 and the *Municipal Government Act*, S.N.S. 1998, c. 18.

AGREEMENT:

In consideration of the mutual covenants and agreements in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, and subject to the terms and conditions of this Agreement, the parties, intending to be bound, agree as follows:

1. **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms have the meanings set forth below:

- (a) “*Additional Work*” has the meaning given to it under Section 5 (*Additional Works*).
- (b) “*Agreement*” means this Agreement.
- (c) “*Business Day*” means any day other than a Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.N.S. 1989, c. 235.
- (d) “*Confidential Information*” has the meaning given to it in Section 15 (*Confidentiality*).
- (e) “*Cost Estimate*” has the meaning given to it in Subsection 3.3.
- (f) “*Fiscal Year*” means the 12-month period beginning on April 1 and ending on March 31.
- (g) “*Force Majeure Event*” has the meaning given to it in Section 16 (*Force Majeure*).
- (h) “*Notice of Acceptance*” has the meaning given to it in Subsection 3.4.
- (i) “*Paving*” means: (i) the work of grading, gravelling, culvert repair and required upgrading of Village and Subdivision Streets to meet industry-standard specifications; (ii) paving, repaving, or double chip sealing of Village and Subdivision Streets; and (iii) pre-engineering, design, on-site engineering supervision and inspection, and incidental services that are required from the edge of the roadway to the limit of the right of way. For greater certainty, “*Paving*” does not include feasibility studies, construction, reconstruction, relocation, repairs, or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work on infrastructure that accompanies a Village and Subdivision Street.
- (j) “*Village and Subdivision Street(s)*” means streets located in the Municipality that are: (i) constructed prior to April 1, 1995; and (ii) under the administration and control of the Province.

2. **Term of Agreement.** This Agreement shall be effective from the Effective Date to the earlier of: (i) the date on which the Service Exchange Agreement expires or is terminated; or (ii) March 31, 2027. This Agreement applies to Fiscal Years 2024-25, 2025-26 and 2026-27.

3. **Designation and Acceptance of Streets.**

3.1 In order to have the Paving of one or more Village and Subdivision Streets cost-shared under this Agreement for a Fiscal Year, the Municipality must first provide the Province with advance notice of its intention to participate in the Province’s Paving program. This notice must be provided to the Province on or before October 31 of each year (commencing in the year prior to the first Fiscal Year to which this Agreement applies).

- 3.2 If the Municipality provides notice to the Province in accordance with Subsection 3.1, then the Municipality shall, at the same time, submit a list of the Village and Subdivision Streets it proposes be considered by the Province for Paving (the “**Road Submission List**”).
 - 3.3 After receiving the Road Submission List, the Province shall review the Road Submission List and notify the Municipality of: (i) the Village and Subdivision Streets that the Province accepts for Paving; and (ii) the anticipated costs for such Paving (the “**Cost Estimate**”).
 - 3.4 After receiving the Cost Estimate (but in no event later than twenty 20 Business Days from the date of its receipt), the Municipality shall notify the Province whether it accepts the Province’s list of approved Village and Subdivision Streets and the related Cost Estimate for Paving such streets (the “**Notice of Acceptance**”).
 - 3.5 If the Municipality does not provide a notice to the Province under Subsection 3.1 or a Notice of Acceptance under Subsection 3.4 by the specified times, the Municipality will be deemed to have elected not to participate in the Province’s paving and cost-sharing program for the Fiscal Year in question.
 - 3.6 After receipt of the Municipality’s Notice of Acceptance, the Province shall perform the Paving and any Additional Work that may be required for the identified Village and Subdivision Streets. As between the parties, the Province shall be responsible for all construction oversight and management of work required for Paving and any Additional Works.
4. **Payment of Construction Costs.** The Municipality shall pay: (i) fifty percent (50%) of the costs related to Paving performed by the Province, plus applicable taxes; and (ii) one hundred percent (100%) of the costs related to any Additional Work performed by the Province, plus applicable taxes. These payments must be made within sixty (60) days of the Municipality’s receipt of the Province’s applicable invoice(s).
 5. **Additional Works.** If the Paving of a Village and Subdivision Street requires that the Province adjust manholes, catch basins, or water valves, then the Province shall perform such adjustments as part of the subject street’s Paving (“**Additional Work**”). Additional Work will be performed at the Municipality’s full cost, in accordance with Section 4 (*Payment of Construction Costs*). The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work, and the Municipality shall pay the Province promptly (and in no event later than sixty (60) days) after its receipt of any such invoice.
 6. **Work May be Subcontracted.** The Province may conduct a competitive tendering process for the selection of one or more contractors capable of completing the Paving and any Additional Work contemplated by this Agreement, in accordance with the Province’s *Procurement Policy*.
 7. **Costs Over Estimate.** Where the Province conducts a tendering process pursuant to Section 6 (*Work May be Subcontracted*), then if the total approved tender price exceeds the Province’s Cost Estimate by more than ten percent (10%), then the Province shall, before awarding a contract for Paving and any Additional Work, and subject to any confidentiality requirements outlined in its

tender document and the proponent's bid submission, provide the Municipality with the details of the successful bid, including all details pertaining to the proponent's pricing submission. The Municipality shall, within ten (10) Business Days of receipt of such bid details, provide the Province with written acknowledgment of its consent to the Province awarding the tender, which consent will not be unreasonably withheld. If the Municipality reasonably withholds its consent to the award of the tender, then the subject Paving or Additional Work will not proceed.

8. **Cost Overruns.** Subject to Section 7 (*Costs Over Estimate*), the Municipality shall pay for any cost overruns associated with the Paving of the Village and Subdivision Streets or any Additional Work. Cost overruns (if any) will be reflected on the Province's invoice(s) to the Municipality.
9. **Appropriation of Future Funds.** Notwithstanding anything else contained in this Agreement, in the event this Agreement extends into a Fiscal Year subsequent to its execution, continuation of this Agreement is conditional upon an appropriation of sufficient monies under the *Finance Act* (Nova Scotia) to enable the Province to make the payments committed to the Municipality. In the event that sufficient monies are not available as a result of: (i) non-appropriation for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation for a previous Fiscal Year, the Province may terminate this Agreement, without any further liability, cost or penalty whatsoever, upon giving thirty (30) days' notice to the Municipality. Termination will become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.
10. **Permits and Approvals.** The Municipality shall obtain all material permits, approvals, authorizations and consents that may be required in order for the Province to perform its duties and obligations under this Agreement. The Municipality acknowledges and agrees that the Province shall not be obligated to perform any Paving or any other duty until such permits, approvals, authorizations and consents are obtained. For greater certainty, this includes any leases to or licences over land that may be required to perform Paving of the Village and Subdivision Streets.
11. **Indemnification by the Municipality.** The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.
12. **Release from Liability.** The Municipality hereby releases the Province from any claim that may arise from construction delays or cost overruns in relation to the Paving of Village and Subdivision Streets.
13. **Disclaimer of Consequential or Indirect Damages.** Neither party will be liable to the other for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including lost revenue or lost profits, even if foreseeable or if a party has been advised of the possibility of such damages, and regardless of the basis on which a party is

entitled to claim (including fundamental breach, negligence, misrepresentation, or other contract or tort claim).

14. **Construction Warranty.** The Province shall obtain a contractual warranty under its contract with the contractor(s) for the Work. This warranty will be in accordance with the requirements under the *Standard Specification – Highway Construction and Maintenance*. The Province makes no other warranties whatsoever with respect to the Work, express or implied, including warranties of merchantability and warranties of fitness. The Municipality acknowledges that all such warranties are disclaimed by the Province.
15. **Confidentiality.** The Municipality acknowledges and agrees that all Confidential Information will be received in the strictest confidence and will be held and used only in accordance with and subject to the terms of this Agreement. The Municipality shall retain such information in confidence and shall treat such information with a degree of care no less than the degree of care that the Municipality employs for the protection of its own information of a similar nature. “**Confidential Information**” means any and all information identified as confidential or marked as confidential Information by the Province or is clearly recognizable as confidential information to a prudent person with no special knowledge of the Province’s business, that has or will come into the possession or knowledge of the Municipality, or to which the Municipality has access in connection with or as a result of this Agreement. “Confidential Information” does not include information that is: (a) publicly available when it is received by or becomes known to the Municipality; (b) is already known to the Municipality at the time of its disclosure to the Municipality and is not known by the Municipality to be the subject of an obligation of confidence of any kind; (c) independently developed or obtained by the Municipality; or (d) received by the Municipality in good faith without an obligation of confidence of any kind from a third party who the Municipality had reason to believe was lawfully in possession of such information free of any obligation of confidence of any kind.
16. **Force Majeure.** No party is responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to a Force Majeure Event. If either party is prevented from or delayed in performing any of its obligations under this Agreement because of a Force Majeure Event, then the party claiming the Force Majeure Event shall promptly notify the other party which outlines the particulars of the Force Majeure Event including details of the nature of the event, its expected duration and the obligations under this Agreement that will be affected by the Force Majeure Event. A “**Force Majeure Event**” means the occurrence of one or more of the following events or any other event that is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under the Agreement, provided that the nonperforming party is without fault in causing or failing to prevent such occurrence: (a) catastrophic weather conditions or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (c) other events which the parties expressly agree in writing as constituting a “Force Majeure Event”.
17. **Interpretation.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number include the plural and *vice versa*; words importing a gender include the masculine, feminine and neutral genders; and words importing persons include individuals, partnerships, companies, associations, trusts, government

agencies and any other form of organization or entity whatsoever.

18. **Governing Laws.** This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.
20. **Amendments.** No amendment of this Agreement will be binding unless in writing and signed by all the parties hereto.
21. **Waiver.** No waiver by any party hereto of any breach of any of the provisions of this Agreement will take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver will not limit or affect the rights of such party with respect to any other breach.
22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed from this Agreement and the remaining provisions will nevertheless remain in full force and effect.
23. **Further Assurances.** The parties agree to execute and deliver all such further documents and instruments and do, or cause to be done, all such acts and things as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
24. **Counterparts; Electronic Execution.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument. The parties agree that signatures transmitted, received and reproduced via electronic transmission, email or electronic signatures will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties.
25. **Notices.** All notices, demands or other communications to be given in connection with this Agreement will be in writing and will be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

(a) to the Municipality at

Mr. Scott Conrod
Chief Administrative Officer
Municipality of the County of Kings
PO Box 100
Kentville, NS B4N 3W3
Tel (902) 678-6141
Email: sconrod@countyofkings.ca

(b) to the Province at
Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel: (902) 424-0897
Email: laura.cunningham@novascotia.ca

(c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery will be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication will not be mailed but will be given by personal delivery or by electronic communication.

[signature page follows]

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.


SIGNED, SEALED and DELIVERED in the presence of:

His Majesty the King in Right of the Province of Nova Scotia, as represented by the Minister of Public Works


Witness

Kim Masland, Minister of Public Works


Date (Day-Month-Year)



Witness

Municipality of the County of Kings


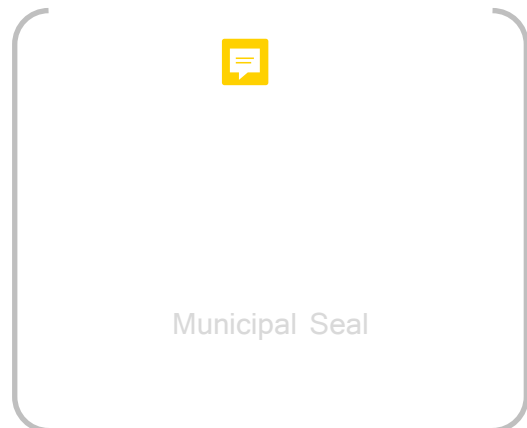
Peter Muttart, Mayor



Witness



Resolution of Council Designate



TO	Municipal Council
PREPARED BY	Mike Livingstone, Manager of Financial Reporting
MEETING DATE	July 4, 2023
SUBJECT	Kings Transit Authority 2023/24 Operating and Capital Budget

ORIGIN

- February 21, 2023 Committee of the Whole – [Presentation](#) of Draft 2023/24 Kings Transit Authority Operating and Capital Budget

RECOMMENDATIONS

That Municipal Council approve the 2023/24 Operating Budget for the Kings Transit Authority with total expenditures of \$3,809,892 and as attached as Appendix A to the July 4, 2023 Request for Decision.

That Municipal Council approve the 2023/24 Capital Budget for the Kings Transit Authority with total expenditures of \$6,405,000 and as attached as Appendix A to the July 4, 2023 Request for Decision.

INTENT

For Municipal Council to consider approval of the 2023/24 Kings Transit Authority Operating and Capital Budget.

DISCUSSION

On February 21, 2023 Committee of the Whole was presented with the draft 2023/24 operating and capital budget for Kings Transit Authority (KTA). The following is an overview of key financial material presented:

Item	Amount	% Increase over 2022/23 Budget
Total Revenue and Expense	\$ 3,618,788	17.7%
Kings Operating Contribution	\$ 854,758	4.8%
Kings Capital Contribution	\$ 210,000	337.5%

Since the presentation to Committee of the Whole there have been changes made to the draft KTA budget, which were presented to the Interim IMSA Board of Directors on March 15, 2023, and were approved for distribution and consideration by the KTA Parties.

The following is an overview of the revised budget:

Item	Amount	% Increase over 2022/23 Budget
Total Revenue and Expense	\$ 3,809,892	23.9%
Kings Operating Contribution	\$ 975,406	19.5%
Kings Capital Contribution	\$ 48,000	0.0%

Request for Decision

Increases in the budget for salaries and benefits and fuel have resulted in the following changes to operating contributions:

Salary and benefits	\$ 146,292
Fuel	\$ 49,800

The increase in salary and benefits expense was explained as an unfortunate oversight in the materials presented to Committee of the Whole, meaning the figure initially presented should be considered an understatement of the estimated expenditure in 2023/24, while the fuel increase was a conservative measure taken to guard against fuel price increases over the course of 2023/24.

The Municipality’s share of the KTA capital contribution has reduced from \$210,000 to the standard annual \$48,000 due to the Interim IMSA Board’s decision to remove enhanced capital contributions for 2023/24.

The overall impact on the Municipality’s share of KTA costs for 2023/24 from the amounts presented on February 21, 2023 is a reduction of \$41,352 due to the removal of the enhanced capital contribution being greater than the Municipality’s share of the increase in operating expenditures.

The overall budget to budget increase for KTA is \$735,551 or a 23.9% increase. The budget for Salaries and benefits has increased \$373,123, Fuel has increased \$287,037, and various other items have increased by a combined \$75,391. Total Salary and benefit expense of \$1,975,080 covers compensation for 32 full time equivalent positions, the increase in Salaries and benefits relates to rate increases of around 6.28% and the addition of 2.5 FTE including a .5 FTE for a director of finance position to be shared with Valley Waste. The budget-to-budget increase in fuel cost results from price increases beyond 2022/23 budgeted expectations, to allow for further increases in fuel cost during 2023/24, and to allow for an increase in service frequency along existing routes.

FINANCIAL IMPLICATIONS

- The Municipality’s combined KTA operating and capital contribution: \$1,023,406 (2022/23: \$863,906) from GL 01-2-235-000

STRATEGIC PLAN ALIGNMENT

	Strong Communities	
	Environmental Stewardship	
	Economic Development	
✓	Good Governance	The Budget review and approval process provides an opportunity to evaluate operating plans, proposed spending, and the Municipality’s contribution.
	Financial Sustainability	
	Other	

ALTERNATIVES

- There are no recommended alternatives.

IMPLEMENTATION

- Kings Transit Authority will be informed of Council's decision.
- The Municipal contribution will be provided in quarterly instalments.

ENGAGEMENT

- KTA budget presentation to Committee of the Whole was open to the public.
- No additional specific public engagement initiatives were undertaken related to the KTA budget.

APPENDICES

- Appendix A: Kings Transit Authority 2023/24 Operating and Capital Budget

APPROVALS

Greg Barr, Director of Finance & IT	June 23, 2023
Scott Conrod, Chief Administrative Officer	June 28, 2023

Kings Transit Authority
Operating Budget 2023/24

	Forecast	Budget	Budget	Variance (vs forecast)		Variance (vs budget)	
	2022/23	2022/23	2023/24	\$	%	\$	%
Revenue							
Fares	\$ 722,289	\$ 548,430	\$ 794,518	\$ 72,229	10.0%	\$ 246,088	44.9%
Mechanic labour	68,310	62,000	130,000	61,690	90.3%	68,000	109.7%
Advertising income	-	14,840	15,000	15,000	-	160	1.1%
Operating grants PNS	332,392	22,400	22,000	(310,392)	(93.4%)	(400)	(1.8%)
Operating grants core members	1,359,844	1,359,843	1,625,676	265,832	19.5%	265,833	19.5%
Operating grants service partners	876,102	876,102	996,336	120,234	13.7%	120,234	13.7%
Management fee Annapolis	136,775	136,775	166,593	29,818	21.8%	29,818	21.8%
Management fee Digby	53,576	53,576	59,469	5,893	11.0%	5,893	11.0%
Interest revenue	-	275	300	300	-	25	9.1%
Miscellaneous	16,300	100	-	(16,300)	(100.0%)	(100)	(100.0%)
Gross Revenue	\$ 3,565,588	\$ 3,074,341	\$ 3,809,892	\$ 244,304	6.9%	\$ 735,551	23.9%
Expenses							
Salaries - administration	259,800	223,153	272,600	12,800	4.9%	49,447	22.2%
Salaries - operations	1,481,547	1,378,804	1,702,480	220,933	14.9%	323,676	23.5%
Fuel	714,394	473,763	760,800	46,406	6.5%	287,037	60.6%
Insurance	174,748	137,741	180,000	5,252	3.0%	42,259	30.7%
Repairs and maintenance	343,450	332,009	325,000	(18,450)	(5.4%)	(7,009)	(2.1%)
Allocated shared costs	190,351	190,351	226,062	35,711	18.8%	35,711	18.8%
Other expenses	303,285	338,520	342,950	39,665	13.1%	4,430	1.3%
Total expenses	\$ 3,467,575	\$ 3,074,341	\$ 3,809,892	\$ 342,317	9.9%	\$ 735,551	23.9%
Net surplus	\$ 98,013	\$ -	\$ -				

Kings Transit Authority
 Summary of Partner Contributions

Budget 2023/24					Variance		
					\$	%	
		Operating	Capital	Special	Total		
Core Partners							
Kings	60%	\$ 975,406	\$ 48,000	\$ -	\$ 1,023,406	\$ 159,499	19.5%
Kentville	20%	325,135	16,000	-	341,135	53,166	19.5%
Wolfville	15%	243,851	12,000	-	255,851	39,875	19.5%
Berwick	5%	81,284	4,000	-	85,284	13,292	19.5%
		<u>\$ 1,625,676</u>	<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ 1,705,676</u>		
Service Partners							
Annapolis		656,003	-	-	656,003	51,712	8.6%
Digby		340,333	-	-	340,333	68,522	25.2%
		<u>\$ 996,336</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 996,336</u>		
Forecast 2022/23							
		Operating	Capital	Special	Total		
Core Partners							
Kings	60%	\$ 815,906	\$ 48,000	\$ -	\$ 863,906		
Kentville	20%	271,969	16,000	-	287,969		
Wolfville	15%	203,977	12,000	-	215,977		
Berwick	5%	67,992	4,000	-	71,992		
		<u>\$ 1,359,844</u>	<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ 1,439,844</u>		
Service Partners							
Annapolis		604,291	-	-	604,291		
Digby		271,811	-	-	271,811		
		<u>\$ 876,102</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 876,102</u>		

Kings Transit Authority
 Capital Budget 2023/24

Project	Gross Cost	Financing				
		Reserve	Grant	ICIP	Annapolis	Digby
Transit Studies	\$ 250,000	\$ 66,667	\$ -	\$ 183,333	\$ -	\$ -
Rural Bus Shelter Program	1,000,000	20,600	900,000	-	48,800	30,600
Project Management	50,000	50,000	-	-	-	-
Electric Vehicle Infrastructure	5,000,000	1,350,000	-	3,650,000	-	-
Equipment	25,000	25,000	-	-	-	-
Buildings	80,000	80,000	-	-	-	-
	<u>\$ 6,405,000</u>	<u>\$ 1,592,267</u>	<u>\$ 900,000</u>	<u>\$ 3,833,333</u>	<u>\$ 48,800</u>	<u>\$ 30,600</u>

Kings Transit Authority
Capital Budget 3-Year

Project	Total Cost	2023/24	2024/25	2025/26	Financing				
					Reserve	Grant	ICIP	Annapolis	Digby
Transit Studies	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 66,667	\$ -	\$ 183,333	\$ -	\$ -
Rural Bus Shelter Program	1,000,000	1,000,000	-	-	20,600	900,000	-	48,800	30,600
Project Management	150,000	50,000	100,000	-	150,000	-	-	-	-
Electric Vehicle Infrastructure	11,707,807	5,000,000	5,000,000	1,707,807	3,122,082	-	8,585,725	-	-
Equipment	75,000	25,000	25,000	25,000	75,000	-	-	-	-
Buildings	200,000	80,000	70,000	50,000	200,000	-	-	-	-
	<u>\$ 13,382,807</u>	<u>\$ 6,405,000</u>	<u>\$ 5,195,000</u>	<u>\$ 1,782,807</u>	<u>\$ 3,634,349</u>	<u>\$ 900,000</u>	<u>\$ 8,769,058</u>	<u>\$ 48,800</u>	<u>\$ 30,600</u>

COMMITTEE	Committee of the Whole
COMMITTEE MEETING DATE	June 20, 2023
COUNCIL MEETING DATE	July 4, 2023

RECOMMENDATIONS

a.	Letter of Support for Village of Cornwallis Square Name Change	That Municipal Council direct the Mayor to write letters in support of Annapolis Valley First Nation’s and the Commission of the Village of Cornwallis Square’s name change process, specifically, request to amend the <i>Municipal Government Act</i> Section 9 to include Villages, to be submitted to the Honourable Tim Houston, Premier of Nova Scotia, and the Honourable John Lohr, Minister of Municipal Affairs and Housing.
b.	Approval of 2023-2024 Hantsport Volunteer Fire Department Capital Budget	That Municipal Council approve the Capital Budget of the Hantsport Volunteer Fire Department for the fiscal year 2023/24 as attached to the June 20, 2023 Request for Decision in the amount of \$215,294.
	Approval of 2023-2024 Hantsport Volunteer Fire Department Operating Budget	That Municipal Council approve the Operating Budget of the Hantsport Volunteer Fire Department for fiscal year 2023/24 as attached to the June 20, 2023 Request for Decision.



Committee Recommendations

COMMITTEE	Joint Accessibility Advisory Committee
COMMITTEE MEETING DATE	June 14, 2023
COUNCIL MEETING DATE	July 4, 2023

RECOMMENDATION

a.	Village Commissioner Appointments to Joint Accessibility Advisory Committee	That Municipal Council reappoint Mike Bishop (Village of Kingston) and Andy Vermeulen (Village of Canning) and appoint Rick Balsor (Village of Aylesford) as Village Commissioner Representatives on the Joint Accessibility Advisory Committee for a 3-year term commencing June 1, 2023.
----	---	---

Committee of Council Reports - July 4, 2023

Board/Committee	Chair/Reporting Councillor/ Members	Date Last/Next Meeting	Report
Asset Management Committee	Dick Killam, Joel Hirtle (Chair), Peter Allen	March 20, 2023 Next: June 6, July 11, 2023	Verbal report provided May 2, 2023
Audit Committee	June Granger (Vice-Chair), Lexie Misner, Dick Killam, Tim Harding	December 22, 2022 Next: April 27, May 25, 2023	Written report provided June 7, 2022
Budget and Finance Committee	Peter Muttart, Emily Lutz, Joel Hirtle (Chair), Martha Armstrong (Vice-Chair)	February 16, 2023 Next: March 14, May 9, June 13, July 11, 2023	Recommendations provided March 21, 2023
Centreville Area Advisory Committee	Lexie Misner, Dick Killam	May 5, 2021 Next: TBD	Written report provided June 1, 2021
Diversity Kings County	June Granger (Vice-Chair), Lexie Misner (Chair)	April 3, 2023 Next: May 1, June 5, 2023	Verbal report provided April 4, 2023
Fences Arbitration Committee	Peter Allen - Alternate	No meetings	
Fire Services Advisory Committee	June Granger (Reporting Councillor), Emily Lutz, Tim Harding	February 16, 2023 Next: May 18, September 21, 2023	Verbal report provided November 15, 2022
Greenwood Water Utility Source Water Protection Committee	Tim Harding (Chair)	October 6, 2022 Next: June 8, 2023	Written report provided November 1, 2022
Joint Accessibility Advisory Committee	Lexie Misner (Vice-Chair)	April 12, 2023 Next: May 10, June 14, 2023	Written report provided February 21, 2023
Kingston Area Advisory Committee	Martha Armstrong	No recent meetings	Written report provided October 6, 2020
Lake Monitoring Committee	Tim Harding Alternate - Emily Lutz	July 22, 2020 Next: TBD	
Municipal Elections Advisory Committee	Janny Postema (Chair)	December 7, 2020 Next: April 19, 2023	Written report provided January 19, 2021
Nominating Committee	Martha Armstrong (Chair), Joel Hirtle (Vice-Chair), Peter Muttart, Peter Allen	November 21, 2022 Next: April 18, 2023	Recommendations provided December 6, 2022
Planning Advisory Committee	June Granger, Dick Killam (Vice-Chair), Martha Armstrong (Chair), Peter Allen, Emily Lutz	May 9, 2023 Next: June 14, July 11, 2023	Recommendations provided June 6, 2023
Police Services Advisory Committee	June Granger, Joel Hirtle (Chair), Peter Allen (Vice-Chair), Dick Killam, Tim Harding	December 16, 2022 Next: Feb 15, June 21, 2023	Recommendation provided February 14, 2023
Port Williams Area Advisory Committee	June Granger	No recent meetings	
Regional Sewer Committee	Joel Hirtle (Chair) Alternate - Peter Muttart	March 16, 2023 Next: May 5, June 15, 2023	Recommendation provided March 7, 2023
Sandy Court Source Water Protection Committee	Martha Armstrong	March 18, 2021 Next: March 24, 2022	

External Board and Committee Reports - July 4, 2023

Board/Committee	Reporting Councillor	Last / Next Meeting	Report
Annapolis Valley Regional Library Board	Emily Lutz Alternate - Lexie Misner	April 2023	Verbal report provided May 2, 2023
Annapolis Valley Trails Coalition Board	Emily Lutz Alternate - Joel Hirtle	April 2023	Verbal report provided May 2, 2023
Canning Source Water Protection Committee	June Granger	No recent meetings?	
Kentville Joint Fire Services Committee	Lexie Misner, Dick Killam, Peter Allen	June 29, 2023 Next: TBD	Verbal report provided April 4, 2023
Kentville Water Commission	Lexie Misner	February 2, 2022 Next: April 6, 2022	Written report provided February 15, 2022
Kings Point To Point Transit Society Board	Tim Harding	March 15, 2023 Next: April 19, 2023	Written report provided April 4, 2023
Kings Regional Rehabilitation Centre Board	Emily Lutz, Tim Harding, Dick Killam, Peter Allen	January 30, 2023 Next: April 24, May 29, June 26, 2023	Verbal report provided November 1, 2022
Kings Region Emergency Advisory Committee	Peter Muttart Dick Killam	April 17, 2023 Next: July 17, 2023	Written report provided May 2, 2023
Kings Transit Authority Board → Interim Board for 2 years	Peter Muttart	September 21, 2022 Next: Oct. 5, Oct. 19, 2022	
Landscape of Grand Pré Inc. Member	Peter Allen Alternate: Vacant		
Landscape of Grand Pré Inc. Board	Emily Lutz	Mid-March 2023	Verbal report provided May 2, 2023
New Minas Source Water Protection Committee	Emily Lutz Alternate: Peter Muttart	January 16, 2022 Next: Feb. 16, 2022	Verbal report provided April 5, 2022
Nova Scotia Federation of Municipalities Board	Emily Lutz	Fall Conference November 1-4, 2022	Verbal report provided October 18, 2022
Port Williams Source Water Protection Committee	June Granger	March 6, 2023 Next: TBD	Verbal report provided April 4, 2023
Regional Recreation Facility Feasibility Study Working Group	Peter Muttart	November 1, 2021 Next: Dec. 6, 2021	Verbal report provided at November 2, 2021 Council
Trans County Transportation Society (West) Board	Martha Armstrong Alternate - Tim Harding	May 18, 2022 Next: October 19, 2022	Written report provided October 4, 2022
Valley Community Fibre Network (Authority) Board	Joel Hirtle	October 31, 2022 Next: TBD	Verbal report provided November 1, 2021
Valley Regional Enterprise Network Liaison & Oversight Committee	Martha Armstrong, Chair	February 15, 2023 Next: April 19, 2023	Verbal report provided April 4, 2023
Valley Region Solid Waste-Resource Management Authority Board → Interim Board for 2 years	Peter Muttart	September 21, 2022 Next: October 5, 2022	
Western Regional Housing Authority Board	Citizen Member only		
Wolfville Source Water Protection Advisory Committee	Peter Allen	January 13, 2021 Next: April 14, 2021	Written report provided January 19, 2021



June 9, 2023

Mayor Peter Muttart
Municipality of the County of Kings
181 Coldbrook Village Park Dr.
Kentville, NS B4R 1B9

Dear Mayor Muttart:

I am writing to let you know we will be reaching out to your Chief Administrative Officers to request their input on how to improve the application process for Nova Scotians seeking priority access to public housing under the inadequate housing stream.

In its June 2022 report, the Office of the Auditor General (OAG) of Nova Scotia found that current processes are insufficient to grant priority access to public housing. Priority access allows certain applicants to be placed at the top of the waitlist for public housing if they are:

- Victims of family violence
- In need of affordable housing in proximity to sustaining medical supports
- **Living in inadequate housing which poses an immediate health or safety risk**

To be approved for priority access under all three streams, applicants must submit forms documenting their situational requirements that are verified by a third party. Although the form for those living in inadequate housing indicates that it must be completed by fire, building and/or health inspectors, the OAG found that in some districts, applicants were unable to find the officials to do this for them. It concluded that further guidance is required on who can complete the forms, under what circumstances and whether the requirements are reasonable to meet so that only those most vulnerable are granted priority access.

We look forward to this discussion with your team so we can better understand how we can work together to ensure only the most vulnerable Nova Scotians in our communities are granted priority access to public housing.

Sincerely,

Cara Spittal

Cara Spittal, PhD
Director, Corporate Policy & Strategy
(902) 476-9008
cara.spittal@novascotia.ca



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

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

June 15, 2023

Peter Muttart, Mayor
Municipality of the County of Kings
181 Coldbrook Village Park Dr.
Kentville, NS B4R 1B9

Dear Mayor Muttart:

As is the case in other provinces, Nova Scotia is facing a challenge regarding the availability and affordability of housing. While this challenge is felt by so many Nova Scotians, it is also acutely felt by employers, including healthcare and construction employers, who are trying to recruit much needed workers in their sectors. This challenge has recently been further intensified in some communities where residents have been displaced by wildfires.

The Province is committed to growing our investments in housing. We have announced several affordable housing projects across the province in recent months. And, as you know, we have recently leveraged a partnership with the Housing Trust of Nova Scotia to invest \$20M in modular housing. One of the barriers they have experienced in advancing their modular builds is the availability of serviced and/or serviceable land.

While we will continue to grow our inventory of provincially owned land for housing, we are also asking for your help by sharing a list of any municipally owned, serviced (or easily serviceable) land that may be suitable for any type of new housing development, or unused buildings on serviced land for which you currently do not have any planned future use. This will help us to identify future opportunities for housing investments.

We value the partnership we have with municipalities across the province and know you are dealing with the reality of this housing challenge every day in your community. Many of you have received several requests from us as we try to find solutions to housing. We appreciate your responsiveness and willingness to put forward ideas.

Together, we can move the marker on housing. We look forward to hearing back from you and request information be submitted to Jennifer MacIntyre at Jennifer.MacIntyre@novascotia.ca by July 15, 2023.

Sincerely,

Honourable John Lohr
Minister of Municipal Affairs and Housing

c: Scott Conrod, Chief Administrative Officer, Municipality of the County of Kings

Peter Muttart

From: Will Balsler
Sent: June 27, 2023 12:18 PM
To: Peter Muttart
Subject: Joint Statement - Call to Release the Coastal Protection Act Regulations
Attachments: Coastal Protection Act Joint Statement - Municipalities.pdf

Hello Mayor Muttart,

I'm writing to see if the Municipality of the County of Kings would be interested in signing onto a joint statement from Nova Scotia's municipalities and the Ecology Action Centre calling on the Province and Minister Halman to release the regulations for the Coastal Protection Act. The indefinite delay was announced March 29th despite Minister Halman's promise immediately following Hurricane Fiona that regulations would be in force before June 2023. This is a direct and unreasonable offloading of responsibility and work to all Nova Scotia Municipalities without existing coastal development regulations, who continue facing unchecked, reckless development on their shorelines.

See attached for our draft letter.

Please let me know if you think the Municipality is interested in signing this statement, and if you have any questions, don't hesitate to give me a call.

Best,

Will Balsler (he/they), Coastal Adaptation Coordinator
Kjipuktuk, Unceded Mi'kmaw Territory
2705 Fern Lane, Halifax, NS; B3K 4L3S
work: 506-866-5450
ecologyaction.ca



Ecology Action Centre

Become an [EAC Member](#) | Follow us on [Facebook](#), [Twitter](#) & [Instagram](#)

Please note, EAC is piloting a 4-day work week - Monday through Thursday. [Learn more about why.](#)

This message contains confidential information and is intended only for the intended recipient(s). If you are not the named recipient you should not read, distribute or copy this e-mail. Please notify the sender immediately via e-mail if you have received this e-mail by mistake; then, delete this e-mail from your system.



Dear Minister Halman:

We the undersigned Municipalities of Nova Scotia are writing to express our deep disappointment over your decision to indefinitely delay regulations for the Coastal Protection Act. We are calling for the immediate release and implementation of the regulations before any more reckless development puts our communities and ecosystems further at risk.

The province must step up and act on behalf of all Nova Scotians. We are in a climate emergency, and this delay is irresponsible and unacceptable. Our coasts are an integral part of our economy and our identity as a province, and we urge you to do the right thing and act to protect them immediately.

A vast majority of Nova Scotia's coast has no significant development regulation. The Province's continued delay of the regulations is an unfair offloading of labour and costs onto Municipalities, leaving them to either pass their own bylaws, or continue to suffer degradation of our coastal communities and environment.

The Coastal Protection Act was passed in 2019. Extensive consultation since then has shown that Nova Scotians and municipalities support strong protective measures along our coasts. In response to more than \$385 million in damage from Hurricane Fiona, you pledged in the fall of 2022 that Coastal Protection Act regulations would come into effect in the first half of this year. This delay breaks your promise to communities and represents a failure to protect Nova Scotians from sea level rise.