



TOWN OF KENTVILLE COUNCIL ADVISORY COMMITTEE September 13, 2021 AGENDA

6:00 p.m.

- 1. CALL MEETING TO ORDER AND ROLL CALL**
- 2. APPROVAL OF THE AGENDA**
- 3. APPROVAL OF THE MINUTES**
 - (a) Council Advisory Committee, July 12, 2021**
- 4. PRESENTATIONS**
 - (a) Valley Community Learning Association – Peter Gillis**
 - (b) Chrysalis House – Ginger MacPhee**
- 5. DEPARTMENT REPORTS AND RECOMMENDATIONS**
 - (a) Finance**
 - (1) Director's Report**
 - (2) Temporary Borrowing Resolution – Capital**
 - (3) Temporary Borrowing Resolution – Sanitary Sewer**
 - (4) Valley Waste Guarantee Resolution**
 - (b) Planning and Development**
 - (1) Director's Report**
 - (c) Parks and Recreation**
 - (1) Director's Report**
 - (d) Police**
 - (1) Chief's Report**
 - (e) Engineering and Public Works**
 - (1) Director's Report**

- (f) Administration
 - (1) Chief Administrative Officer's Report

6. BUSINESS ARISING FROM THE MINUTES/OLD BUSINESS

- (a) None.

7. CORRESPONDENCE

- (a) Volunteer Fire and Search and Rescue Support

8. NEW BUSINESS

- (a) Kentville Business Community Agreement
- (b) Kentville Police Chief
- (c) Investment Advisory Committee – Extension of Request for Proposals
- (d) Kings Regional Emergency Management Organization – Intermunicipal Service Agreement
- (e) Capital Grant Request – Infrastructure
- (f) National Day of Truth and Reconciliation, September 30
- (g) Mayor Council Meeting Attendance, September

9. PUBLIC COMMENTS

10. IN-CAMERA

- (a) None.

11. ADJOURNMENT

DRAFT



TOWN OF KENTVILLE COUNCIL ADVISORY COMMITTEE COVID-19 PROTOCOL

Meeting Minutes: July 12, 2021

Town Hall, 354 Main Street, Kentville Nova Scotia

This meeting was held in Council Chambers at Town Hall. It was livestreamed on Facebook and posted to YouTube with closed captioning after the meeting.

Mayor Sandra Snow called the meeting to order at 6:15 p.m., and Chief Administrative Officer (CAO) Dan Troke reported the following members of Council and staff were present:

1. PRESENT

Council:

- Mayor Sandra Snow
- Deputy Mayor Cate Savage
- Councillor Craig Gerrard
- Councillor Paula Huntley
- Councillor Cathy Maxwell
- Councillor Gillian Yorke
- Councillor Andrew Zebian

Staff:

- Dan Troke, Chief Administrative Officer
- Rachel Bedingfield, Director of Parks and Recreation
- David Bell, Director of Engineering
- Jason Bethune, IT Manager
- Debra Crowell, Director of Finance
- Beverly Gentleman, Director of Planning
- Geoff Muttart, Solicitor
- Jennifer West, Recording Secretary

REGRETS

None.

DECLARATIONS OF CONFLICT OF INTEREST

None.

Note: "Points from Discussion" below show comments made by individual councillors during debate. They do not necessarily represent the opinion of the group.

DRAFT

2. APPROVAL OF THE AGENDA

It was moved by Councillor Paula Huntley and seconded by Councillor Cathy Maxwell

That the agenda for the Council Advisory Committee meeting of July 12, 2021 be approved with the following addition:

- **6.c Correspondence, Annapolis Valley Regional Library**

3. APPROVAL OF THE MINUTES

(a) Council Advisory Committee, Meeting Minutes, June 14, 2021.

It was moved that the minutes from the Council Advisory Committee meeting held on June 14, 2021 be approved as presented.

MOTION CARRIED

4. DEPARTMENT REPORTS AND RECOMMENDATIONS

(a) Finance

(1) Directors Report

Director Deb Crowell presented her report for the period ending June 30, 2021. To this date overall revenue exceeds the average at 38%. The overall expenditures are above the benchmark at 26.3%.

- Points of Discussion:
 - How does the summary of taxes collected appear on our records? This is seen as taxes receivable.

See report for more information.

(b) Planning and Development

(1) Director's Report

Director Bev Gentleman reviewed her report for June 2021. Highlights included a building valuation of \$20,768,099 for the year. The report also included project updates about the Parsons Land, Ryan's Park, Miners Landing, the Municipal Planning Strategy and Land Use Planning review, and the River Street lands.

- Points of Discussion:
 - Regarding Ryan's Park- what is the date of completion for this development? There may be a requirement to extend this, Director Gentleman will review this agreement.

See report for more information.

(2) Community Economic Development Coordinator's Report

DRAFT

Mayor Sandra Snow received the report for CEDC Young for June 2021. Highlights include the operation of the Visitor Information Centre, the gateway signs and downtown benches.

See report for more information.

- Points of Discussion:
 - Comments on the Kings Arms public gardens and removal of stone to facilitate this work.

(c) Parks and Recreation

(1) Director's Report

Director Rachel Bedingfield reviewed her report for June 2021. Some of the highlights included opening of facilities, summer program registration, and capital projects.

See report for more information.

- Points of Discussion:
 - Support for the camps through a heat wave and a hurricane, and supporting Landyn's Walk.
 - Support for the Leaders in Training program.
 - Support for the Spike Fund to bring more kids to camp.

(d) Police Report

(1) Chief's Report

Police Commission Chair Craig Gerrard tabled the Police Commission report to Council. Highlights include a selection committee for hiring the new Kentville Police Service Chief (Chief Cecchetto will retire in September).

See report for more information.

(e) Engineering and Public Works

(1) Director's Report

Director Dave Bell presented his report for June 2021. Some of the highlights included the water commission, sanitary sewer, and an update on the Burke Subdivision paving project.

See report for more information.

- Points of Discussion:
 - Does Kentville have liability for sewer issues at the regional facility? No, we are a partner and have oversight but no liability.
 - Update on Burke subdivision traffic and material.

DRAFT

- Director Bedingfield answers questions about the flower baskets.
- Were the residents of Mitchell Avenue contacted regarding an alternative emergency route? Yes staff delivered a survey to residents and received comments, and staff also met personally with some residents.

(f) Administration

(1) Chief Administrative Officer's Report

CAO Troke presented his report for June 2021. Some of the highlights included grants to organizations, accessibility committee and inter municipal service agreements.

- Points of Discussion:
 - Updates on the relationship between the Kentville Historical Society and the Town.
 - Comment about the terms of the agreement for the Kentville Business Community.
 - Is it possible to have a “seasonal projects” page on the website to let residents know about construction? The communication team will explore this idea.
 - North Kings Education Centre is planning their prom and asked for support from the Town and did not receive funding from the Town. The Town has in fact provided significant support for this event. The Town has been very accommodating for this event.

It was moved by Councillor Craig Gerrard and seconded by Councillor Andrew Zebian

That the reports from the directors be accepted as presented.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

5. BUSINESS ARISING FROM THE MINUTES / OLD BUSINESS

(a) Policy Revision – G57 Committees of Council

Mayor Sandra Snow presented the suggested edits for Policy Statement G57 Committees of Council. This policy will come back to Council in September with amendments that will include the terms for the proposed standing committee for the Inclusion and Access Standing Committee.

(b) Municipal Planning Strategy – Residential Development in the C2 Zone

Director Gentleman presented her report outlining the suggested changes to the Municipal Planning Strategy regarding the Commercial Zone.

See report for more information.

CAC Minutes – July 12, 2021

Pending Approval

Page 4

DRAFT

- Points of Discussion:
 - Comments about the difference between Homes for Special Care which are provincially mandated and assisted living facilities.
 - Comments about communal eating and meals in apartments during pandemics. Meals are often delivered to private rooms.
 - After first and second readings, will the all the amendments be voted on together or separately? Yes that is one option.

It was moved by Deputy Mayor Cate Savage and seconded by Councillor Craig Gerrard

That Council Advisory Committee Recommend

That Council hold First Reading to the resolution to amend the Municipal Planning Strategy and Land Use Bylaw at the July 26, 2021 meeting of Council, And further to hold a public hearing Wednesday September 16, 2021, at 6:00pm.

To be approved.

MOTION CARRIED

To be brought forward at the July 26, 2021 meeting of Council

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

6. CORRESPONDENCE

(a) Canada Day Resolution – City of Mississauga – June 30, 2021

Mayor Sandra Snow presented the letter and motion from the City of Mississauga for Canada Day, and a statement of support for increased funding from the federal government toward reconciliation associated with the residential school system.

See letter for more information.

(b) Confederacy of Mainland Mi'kmaq's – June 17, 2021

Mayor Sandra Snow presented the letter from the Confederacy of Mainland Mi'kmaq with an outline of services provided by their Electoral Office.

See letter for more information.

(c) Annapolis Valley Regional Library Annual Report – July 12, 2021

Mayor Sandra Snow presented the 2020-2021 annual report from the Annapolis Valley Regional Library.

See letter for more information.

CAC Minutes – July 12, 2021

Pending Approval

Page 5

DRAFT

7. NEW BUSINESS

(a) Kentville Inclusion and Access Advisory Committee

Director Rachel Bedingfield reviewed the report from the Accessibility Advisory Committee outlining the proposed terms of reference for the standing of committee of council for inclusion and access.

See report for more information.

- Points of Discussion:
 - Comments about the terms of current members of the committee on the new standing committee.
 - Comments about the renaming of Cornwallis Street and the task team.
 - Is there compensation available for committee members including specialists on a particular topic for a task team? Yes, part of that engagement will include honorarium for transportation and other issues. **Staff will draft options for accommodating honorariums for ad hoc committees.**
 - Comments about the requirement for committee members to reside in Kentville, and experts who might not reside in Town.

Report available for more information.

It was moved by Councillor Cathy Maxwell and seconded by Deputy Mayor Cate Savage

That Council Advisory Committee Recommend

That Council approve the creation of the Inclusion and Access Advisory Committee as a standing committee of council including the terms of reference of presented, and further that once presented it will be included in the Committees of Council policy.

MOTION CARRIED

To be brought forward at the July 26, 2021 meeting of Council

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

8. PUBLIC COMMENTS

(a) None.

9. IN CAMERA

It was moved by Councillor Andrew Zebian and seconded by Councillor Paula Huntley

That Council move into a closed session at 7:47 pm to discuss confidential matters.

DRAFT

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

It was moved by Councillor Craig Gerrard and seconded by Councillor Gillian Yorke

That Council return to open session at 9:32 pm

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

It was moved by Deputy Mayor Cate Savage and seconded by Councillor Craig Gerrard

That Council direct the CAO to proceed with the contract as discussed in camera.

MOTION CARRIED

Councillors who voted in favour of this motion:

Gerrard, Huntley, Maxwell, Savage, Snow, Yorke and Zebian

10. ADJOURNMENT

It was moved by Councillor Paula Huntley

That Council Advisory Committee adjourn at 9:33pm.

MOTION CARRIED



Town of Kentville

Staff Report to Council Advisory Committee

Department of Finance

AUGUST 31, 2021

Summary:

I am pleased to report from the Finance Department of the Town of Kentville for the month ended August 31, 2021.

- The Investment Committee met on September 8, 2021 to review the investment fund for the month of August 2021.
- The March 31, 2021 Audited Consolidated Financial Statements and related annual report are now digitized and can be found on the Town's website.
- The audit for the Kentville Volunteer Fire Department continues.
- The bulk of the financial reporting to the Province has been completed and filed. This includes the Capital Investment Plan (CIP), Annual Expenditure Return (AER), the Statement of Estimates- Section A and Section B (SOE). To date, the Province has not released the Financial Information Return (FIR) for completion.
- The Audited Consolidated Financial Statements were tabled with the Town's banking institution, as required.
- All reports are tabled with the Nova Scotia Utility and Review Board in relation to the Kentville Water Utility. This includes the 3-year Operating Budget, the 3-year Capital Budget, the Audited Non-consolidated Financial Statements, and the Operations Compliance Certificate for 2021.
- The Federal *Payment-in-Lieu of Tax* application was forwarded to the Federal government in early June.
- Temporary Borrowing requirements for 2021/22 were requested from DMA and are part of this CAC docket.
- Finance personnel have enjoyed some well-deserved vacation time over the summer.

Attachments

- Schedules A & B (Revenue and Expenditures) are included for the month ended August 31, 2021.
- Schedule C (Outstanding Taxation) is attached for the month ended August 31, 2021.

- Schedule D (Sanitary Sewer Area Service) is included for the quarter ended June 30, 2021.
- Schedules E and F (Perpetual Investment Fund) are included for the month ended August 31, 2021. The IAC met on September 8, 2021 to hear the details of the portfolio.
- Schedule G - Capital Investment Plan for 2021/2022 is included for the year ended March 31, 2022.

Analysis

Revenue (see Schedule A)

If revenue were averaged evenly over the year, 42% of the budget would be received. To August 31, 2021, overall revenue exceeds the average at 80.3% recorded. Items worth noting are:

- **Taxes-** Total taxation is currently reporting at 100.9% and includes the final tax levy. The final levy's due date is October 1, 2021.
- **Payments in Lieu-** The PILT related to Federal property was submitted in early June. I expect payment prior to October 1. The PILT related to Provincial property is filed with the SOE-A. No indication as to when this PILT will be paid.
- **Services to Other Governments-** This section records services provided to the Province for the secondment of a police officer and to Kings County for recreation services. The first quarter of the secondment is recorded. It also accumulates the County's sharing of the Kentville Library lease. 50% of the current year's cost-sharing has been billed.
- **Sales of Services-** This section records reallocations to other funds and is updated by journal entry. It also records the sales of services by KPS. Four months of sales are recorded. This section also accounts for the sale of financial services to KVFD. Five months are recorded. Recreation bills KCA for grounds-keeping services on a quarterly basis. Two quarters have been billed.
- **Other Revenue-Own Sources-** This section is reporting fines, rentals, interest, and miscellaneous revenue. "Fines, fees, and permits" are reporting below the guideline. "Rentals" will report below the guideline as arena ice rentals account for the larger portion of this section. "Other" revenue exceeds the benchmark due to the sale of tax information to financial institutions, law firms and real estate firms.
- **Unconditional Transfers-** This section includes one quarter of the Municipal Finance Capacity grant (Equalization). The HST rebate has been received along with the Power Corporation grant for 21/22.
- **Conditional Transfers** includes 25% payment from the Province for the Additional Officer Programme. 80% of the Active Living grant has been received. In addition, we received payment from TIANS, Sport Nova Scotia and Trans Canada Trail Association.

- **Financing & Transfers (Revenue)** is reporting at 100% as all budgeted transfers from reserves have been transacted.

Expenditures (see Schedule B)

To date, overall expenditures are slightly above the benchmark at 44.7% expended. Some segments have exceeded the 42% guideline due to annual payments and bulk ordering of supplies. Items to note are as follows:

- **Transportation Services**– Common services exceeds the yard stick because reallocation of wages to other cost centres occurs by journal entry and lags one month behind. Public Transit exceeds the benchmark and reflects two quarterly invoices for the service. Payment has been made to Kings-Point-to-Point. Debt charge exceeds the guideline but reflects the debt repayment schedule.
- **Environmental Development**- Planning & zoning- exceeds the yardstick due to the payment of an insurance deductible.
- **Recreation**- Administration slightly exceeds the guideline due to insurance premiums and repairs on recreation equipment. Debt Charge exceeds the threshold but reflects the debt repayment schedule.
- **Financing and Transfers (Expenditures)**- Debt charge- principal exceeds the benchmark but reflects the debt repayment schedule.

Summary of Outstanding Taxes (see Schedule C)

The final tax levy was released in late August, with a due date of **October 1, 2021**. Current year's tax levy outstanding at August 31, 2021 is \$4,666,726 - 52.3% collected (last year-49.5%). Total property tax outstanding as at August 31, 2021 is \$4,674,449 (last year- \$4,885,258). This equates to 52.6% collected in total (last year – 49.7%).

Sanitary Sewer Area Service (see Schedule D)

The report from the Sanitary Sewer Area Service is attached for the quarter ended June 30, 2021. If revenue and expenses were averaged equally, 25% of the budget would be consumed.

Revenue

- Overall, revenue falls short of the benchmark reporting at 22.7%. The first quarter of the 21/22 residential billings are recorded along with 3 months Industrial charges. One sewer billing occurs annually and, therefore, skews the percentages.

Expenditures

- On the expenditure side of the ledger, total expenditures are below the threshold at 22.5%. "Pumping stations" exceeds the benchmark due to the annual insurance premium payment. "Fiscal services" is reporting at 96.9% and accurately reflects the debt repayment schedule. All other segments fall under the benchmark.

The Sanitary Sewer Area Service reports a current operating surplus position of \$3,232.

Perpetual Investment Fund (see Schedules E and F)

The Investment Advisory Committee (IAC) met virtually on September 8, 2021 to discuss the report for the month ended August 31, 2021.

The Statement of Financial Position (Schedule E) for August shows that investments total \$13.4 million (at cost) with the breakdown as follows:

	COST	MARKET
Cash and short-term	\$1,518,148	\$1,525,131
Fixed income securities	5,872,798	5,944,108
Common shares	<u>6,024,207</u>	<u>6,897,464</u>
Total investments	<u>\$13,415,153</u>	<u>\$14,366,703</u>

The *Statement of Reserves (Schedule F)* is also attached. At August 31, 2021, interest paid into the fund is \$32,653, dividends paid into the fund total \$81,600; capital losses are \$8,185 (last year loss-\$437). At August 31, management fees totaled \$15,508 (last year- \$14,316).

The 2021/22 budget remains identical to last year as follows: Income (interest & dividends) \$430,000; Capital gain withdrawal \$30,000 and Supplemental withdrawal \$70,000 for a total of \$ 530,000. The Supplemental withdrawal will only occur if the Town Operating Fund is in a deficit position at March 31, 2022.

Town of Kentville Capital Investment Plan 2021/2022 (see Schedule G)

The 2021/2022 capital investment plan is disclosed in Section G. Projects are budgeted at \$2.3 million. To date of writing, \$439,475 (19.3%) has been expended.

This concludes the monthly report from the Finance Department for August 31, 2021.



Respectfully Submitted,
Debra Crowell
Director of Finance

Town of Kentville Operating Fund

August 31, 2021

Revenue	Budget Amount \$	Year to Date Amount \$	% consumed
TAXES			
Tax (including Industrial Park)			
Assessable property	9,102,000	9,142,050	100.4%
Resource	45,400	45,252	99.7%
Economic development	113,800	96,117	84.5%
	<u>9,261,200</u>	<u>9,283,420</u>	100.2%
Area rates and frontages			
Area rates	666,300	727,097	109.1%
Special assessments	5,000	15,096	301.9%
	<u>671,300</u>	<u>742,193</u>	
Based on revenue			
Business property	38,500	36,725	95.4%
TOTAL TAXATION	<u>9,971,000</u>	<u>10,062,338</u>	100.9%
PAYMENTS IN LIEU OF TAXES			
Federal and agencies	417,800	-	0.0%
Provincial and agencies	182,100	-	0.0%
	<u>599,900</u>	<u>-</u>	0.0%
SERVICES TO OTHER GOVERNMENTS			
Provincial government	120,000	32,431	27.0%
Local government	91,000	20,478	22.5%
	<u>211,000</u>	<u>52,909</u>	25.1%
SALES OF SERVICES			
Agencies	<u>1,020,500</u>	<u>297,648</u>	29.2%
OTHER REVENUE-OWN SOURCES			
Fines, fees, permits	37,800	12,145	32.1%
Rentals	397,500	36,798	9.3%
Interest	95,000	26,382	27.8%
Return on investments	630,000	-	0.0%
Other	44,300	26,294	59.4%
	<u>1,204,600</u>	<u>101,619</u>	8.4%
UNCONDITIONAL TRANSFERS	<u>221,200</u>	<u>96,174</u>	43.5%
CONDITIONAL TRANSFERS	<u>125,000</u>	<u>51,300</u>	41.0%
FINANCING AND TRANSFERS			
From reserves	317,000	317,000	100.0%
	<u>317,000</u>	<u>317,000</u>	100.0%
TOTAL REVENUE 2021/2022	13,670,200	10,978,988	80.3%

SCHEDULE B

August 31, 2021

Town of Kentville Operating Fund

Expenditures	Budget Amount \$	Year to Date Amount \$	%consumed
GENERAL ADMINISTRATION			
Legislative	257,000	96,297	37.5%
General administration	1,447,200	595,830	41.2%
	<u>1,704,200</u>	<u>692,126</u>	<u>40.6%</u>
PROTECTIVE SERVICES			
Police- core program	2,509,200	1,053,839	42.0%
Police-sales of service	153,000	47,714	31.2%
Law enforcement	196,500	80,533	41.0%
Fire fighting	860,100	199,700	23.2%
Protective service- debt charge	5,000	1,718	34.4%
Emergency measures and other	130,500	27,840	21.3%
	<u>3,854,300</u>	<u>1,411,344</u>	<u>36.6%</u>
TRANSPORTATION SERVICES			
Common services	1,012,900	495,434	48.9%
Road transportation	762,800	203,641	26.7%
Public transit	285,900	130,627	45.7%
Transportation- debt charge	51,300	28,960	56.5%
Other	94,000	21,097	22.4%
	<u>2,206,900</u>	<u>879,760</u>	<u>39.9%</u>
ENVIRONMENTAL HEALTH SERVICES			
Solid waste collection and recycling	664,000	216,615	32.6%
PUBLIC HEALTH			
Public health and housing	96,500	-	0.0%
ENVIRONMENTAL DEVELOPMENT			
Planning and zoning	231,100	124,462	53.9%
Other community development	389,200	103,262	26.5%
	<u>620,300</u>	<u>227,725</u>	<u>36.7%</u>
RECREATION AND CULTURAL			
Recreation-Administration	538,800	236,458	43.9%
-Programmes (net)	141,800	38,586	27.2%
-Facilities	611,000	254,901	41.7%
-Debt charge	26,300	14,790	56.2%
Cultural	133,700	56,555	42.3%
	<u>1,451,600</u>	<u>601,290</u>	<u>41.4%</u>
EDUCATION	<u>1,610,000</u>	<u>670,785</u>	<u>41.7%</u>
FINANCING AND TRANSFERS			
Debt charge- principal	829,500	829,460	100.0%
Transfers to allowances and reserves	632,900	582,900	92.1%
	<u>1,462,400</u>	<u>1,412,360</u>	<u>96.6%</u>
TOTAL EXPENDITURE 2021/2022	13,670,200	6,112,004	44.7%

August 31, 2021

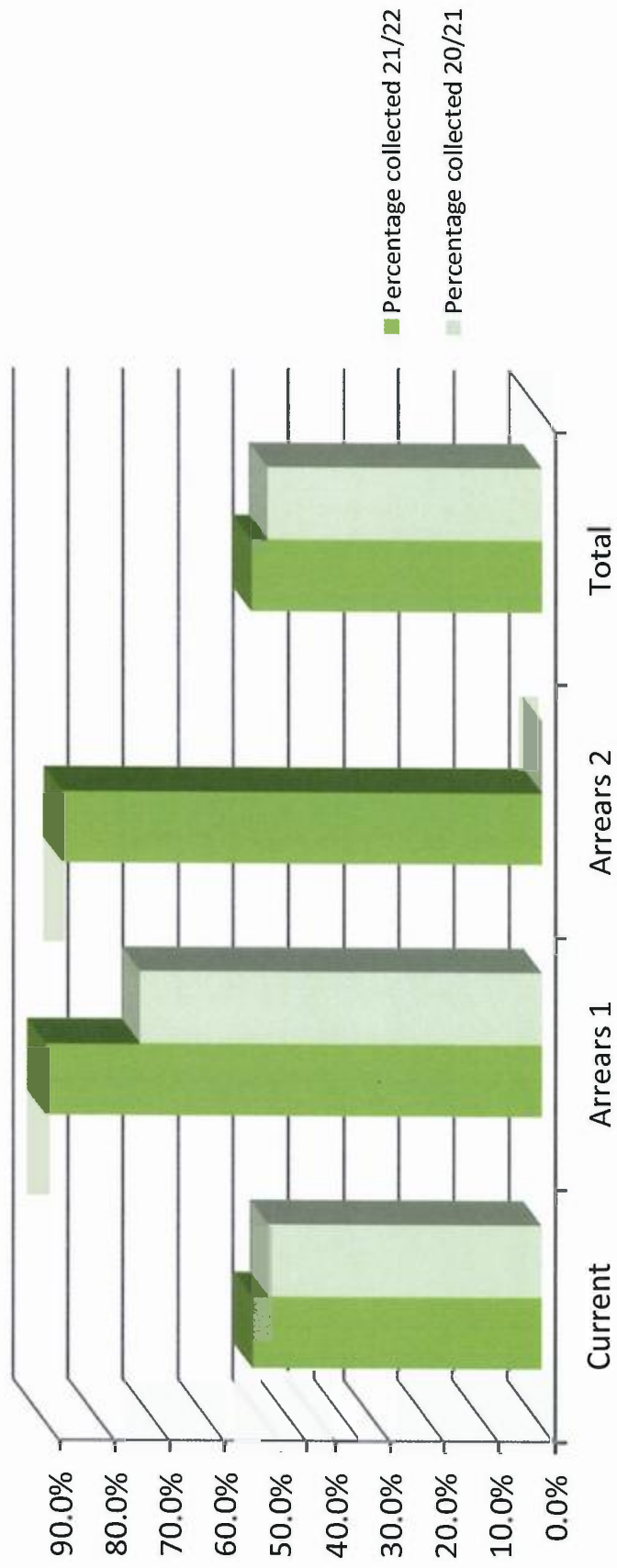
Town of Kentville Operating Fund

Summary of Taxes Collected & Outstanding

This report provides information for Council's perusal concerning outstanding taxes.

	<u>CURRENT</u>	<u>ARREARS 1</u>	<u>ARREARS 2</u>	<u>TOTAL OUTSTANDING</u>
	\$	\$	\$	\$
Balance, April 1, 2021	(234,483)	66,686	8,059	(159,738)
Billed 2021	10,027,316	0	0	10,027,316
21/22 net adjustments	<u>(1,703)</u>	<u>0</u>	<u>0</u>	<u>(1,703)</u>
Total collectible	9,791,130	66,686	8,059	9,865,875
Total collected	<u>5,124,404</u>	<u>60,014</u>	<u>7,008</u>	<u>5,191,426</u>
Outstanding	<u>4,666,726</u>	<u>6,672</u>	<u>1,051</u>	<u>4,674,449</u>
Percentage collected 21/22	52.3%	90.0%	87.0%	52.6%
Percentage collected 20/21	49.5%	72.8%	0.0%	49.7%

Town of Kentville Outstanding Taxes as at August 31, 2021



Town of Kentville Operating Fund

Quarter ended June 30, 2021

Sanitary Sewer Area Service	Budget	Year to Date	% consumed
REVENUE	\$	\$	
Sanitary sewer charges	1,300,000	295,226	22.7%
Interest	4,000	557	13.9%
Permits- sewer connections	2,000	1,200	60.0%
Miscellaneous revenue	-	0	0.0%
TOTAL REVENUE	1,306,000	296,983	22.7%
EXPENDITURES			
Administration			
Administration	93,400	21,116	22.6%
Legal	0	0	0.0%
Audit	2,300	0	0.0%
Office	2,300	207	9.0%
Common service charge	30,000	0	0.0%
Vehicle expense	1,000	0	0.0%
Allowance for uncollectibles		0	
Other collection expense	100	0	0.0%
Lease of equipment	1,000	238	23.8%
Interest on customers' deposits	100	13	13.4%
Professional studies	0	0	0.0%
Dues & fees	100	0	0.0%
Training	1,000	0	0.0%
Depreciation	142,600	0	0.0%
	273,900	21,574	7.9%
Domestic Sewer Maintenance			
Domestic sewer mtnc-wages	27,000	5,200	19.3%
Domestic sewer-mat & supplies	38,000	0	0.0%
	65,000	5,200	8.0%
Pumping Stations			
Pumping stations-wages	15,000	3,026	20.2%
Pumping stations-insurance	14,600	12,878	88.2%
Pumping stations-operating	19,000	2,913	15.3%
Pumping stations-mtnce	12,000	0	0.0%
	60,600	18,818	31.1%
Treatment & Disposal			
Agreement-Co. of Kings	815,300	200,000	24.5%
Fiscal Services			
Interest- S/T & L/T	4,400	2,818	64.0%
Principal	45,300	45,340	100.1%
Discount		0	
	49,700	48,158	96.9%
Capital from Revenue	40,000	0	0.0%
Transfer to Reserve	0	0	0.0%
TOTAL EXPENSE	1,304,500	293,750	22.5%
SURPLUS (DEFICIT)	1,500	3,232	

Town of Kentville Perpetual Reserve Fund

Month ended August 31, 2021

Statement of Financial Position	2021 Actual \$	2020 Actual \$
FINANCIAL ASSETS		
Cash (at cost)		
Cash and equivalents (net) - (at market- \$1,525,131)	1,518,148	1,652,668
Receivables		
Accrued		
Accrued interest and dividends		
Due from own funds and agencies		
General operating fund	2,850	2,068
Investments (at cost)		
Long Term		
Fixed income securities (at market- \$5,944,108)	5,872,798	7,885,244
Equities (at market- \$6,897,464)	6,024,207	3,910,575
Total assets	13,418,003	13,450,555
Fund Balance		
Due to Town Operating Reserve		
Reserve	1,341,800	13,450,555
Total fund balance	1,341,800	13,450,555

Town of Kentville Perpetual Reserve Fund

Month ended August 31, 2021

Statement of Reserves	2021 Actual \$	2020 Actual \$
Balance, beginning of year	13,327,443	13,354,167
Add:		
Interest	32,653	34,802
Dividends	79,498	84,774
Capital dividend	2,102	
Accrued interest and dividends		
Capital gains		
Equities		(437)
Fixed income securities	(8,185)	
	106,068	119,139
	13,433,511	13,473,306
Less:		
Management fees (net)	15,508	14,316
Return of capital		8,435
Due to Town of Kentville operating fund		
Transfer to Town of Kentville operating fund		
	15,508	22,751
Balance, end of year	13,418,003	13,450,555

March 31, 2022

Town of Kentville Capital Fund

	Budget Amount \$	Year to Date Amount \$	%consumed
PROJECTS			
Gas Tax Infrastructure	450,000	7,475	1.7%
Green Infrastructure Fund	154,000	1,563	1.0%
General Administration	20,000	5,214	26.1%
Protection	118,200	41,580	35.2%
Transportation	920,000	131,608	14.3%
Development	54,500	9,894	18.2%
Recreation	559,500	242,142	43.3%
	2,276,200	439,475	19.3%
FUNDING			
OUTSIDE SOURCES			
Other governments			
Federal- Green Infrastructure Funds	61,600	625	0.0%
Provincial- Green Infrastructure Funds	51,300	520	1.0%
Province of Nova Scotia		73,000	0.0%
	112,900	74,145	65.7%
Capital Contributions			
Betterments			
Sale of surplus equipment	0	5,000	0.0%
	0	5,000	0.0%
INTERNAL SOURCES			
Cash			
Capital fund cash		0	0.0%
Reserves			
Restricted			
Gas Tax Funds	444,300	7,475	1.7%
Own Sources			
Equipment Capital	100,000	0	0.0%
Town Capital			
General allocation	441,400	60,324	13.7%
Recreation	63,500	12,268	19.3%
	1,049,200	72,593	6.9%
Operations			
Capital from revenue- KPS	50,000	25,526	51.1%
	50,000	25,526	51.1%
BORROWING	1,064,100	254,736	23.9%
	2,276,200	439,475	19.3%

Town of Kentville Capital Fund

SCHEDULE G-1

March 31, 2022

GENERAL LEDGER	CANADA COMMUNITY-BUILDING FUND GAS TAX INFRASTRUCTURE				
#	Description	Budget		Actual	
05-35-71-200	Transportation				
	Local Roads- Paving projects				
	Burke Subdivision- paving	450,000		7,475	
		PROJECTS	450,000		7,475
		FUNDING			
	CASH				
	Reserve- Gas Tax Interest	3,000			
	Reserve- Gas Tax 20-21				
	Reserve- Gas Tax Current 2021-2022	441,300		7,475	
	Reserve - Town capital	5,700			
	Borrowing				
	TOTAL	450,000		7,475	

Town of Kentville Capital Fund

SCHEDULE G-2

March 31, 2022

GENERAL LEDGER	GREEN INFRASTRUCTURE GRANT			
#	Description	Budget		Actual
	West Main Street Pathway	40,000		0
	Aldershot Rail Trail/Bridge refurbishment	50,000		0
05-35-71-330	Signs, line painting (13 locations) Kentville bridge, Main Street, Leverette Ave, Belscher Street, Route 341/359, Oakdened Ave, Exhibition Street, Main Street, Macdonald/Highland Ave, Prospect Ave, Academy/School, Elizabeth, Macdonald Park/Grant/Alicia, Roscoe Drive, Mitchell Ave.	64,000		1,563
	PROJECTS	154,000		1,563
	FUNDING			
	Green Infrastructure Fund (Federal)	61,600		625
	Green Infrastructure Fund (Provincial)	51,300		520
	Borrowing	41,100		417
	TOTAL	154,000		1,563

Town of Kentville Capital Fund

SCHEDULE G-3

March 31, 2022

[illegible]

Town of Kentville Capital Fund

SCHEDULE G-4

March 31, 2022

GENERAL LEDGER	PROTECTIVE SERVICES			
#	Description	Budget		Actual
	Police services			
	Police vehicles			
05-35-75-650	Vehicles	78,100		30,526
	Equipment			
05-35-75-700	Speed signs, carbines, utility trailer	21,500		11,055
	Building			
05-35-75-600	Security upgrades, sign	18,600		0
	PROJECTS	118,200		41,580
	FUNDING			
	Cash			
	Capital from revenue	50,000		25,526
	Proceeds on sale			5,000
	Capital contribution			
	Reserves	68,200		11,055
	Borrowing			
	TOTAL	118,200		41,580

Town of Kentville Capital Fund

March 31, 2022

GENERAL LEDGER	TRANSPORTATION SERVICES		
#	Description	Budget	Actual
	Yearly Projects		
05-35-71-100	Equipment	325,000	0
05-35-71-450	Public Works building	50,000	0
05-35-71-350	Downtown improvements Ornamental lights/Bridge lighting	50,000	0
05-35-71-400	Flood mitigation River Street dyke	40,000	19,814
	Streets		
	Parking lots		
	Sidewalks		
05-35-71-490	Park Street -\$60,000	60,000	0
05-35-71-500	Prospect Avenue- \$40,000	40,000	0
	Storm sewer		
05-35-71-550	Burke subdivision	220,000	40,133
05-35-71-570	Palmeter subdivision	110,000	71,661
05-35-71-580	Study- Asset Management Storm Sewer	25,000	0
	PROJECTS	920,000	131,608
	FUNDING		
	Equipment capital reserve	100,000	
	Capital reserve- general allocation	140,000	19,814
	Borrowing	680,000	111,794
	TOTAL	920,000	131,608

Town of Kentville Capital Fund

SCHEDULE G-6

March 31, 2022

GENERAL LEDGER	DEVELOPMENT SERVICES		
#	Description	Budget	Actual
	Downtown betterments		
05-35-75-500	Seasonal lighting-\$7,500	7,500	0
	Downtown benches	10,000	
	Signage		
05-35-75-400	Gateway signage		7,899 0
	Beautification		
05-35-75-300	Centre Square (Phase 2)	12,000	820
	Public art display areas	20,000	
	Business Park Improvements		
	Benches	5,000	
05-35-75-180	Kentville Futures	0	1,175
	PROJECTS	54,500	9,894
	FUNDING		
	Capital Reserve- Town General	54,500	9,894
	Capital contribution- Province		
	Borrowing		
	TOTAL	54,500	9,894

Town of Kentville Capital Fund

GENERAL LEDGER	RECREATION SERVICES		
#	Description	Budget	Actual
	Soccer		
05-35-74-300	Soccer nets	8,000	6,576
05-35-72-350	Green Places		
	Arena		
05-35-72-500	Steps, drain, water heater	41,500	400
	Parks/Playgrounds		
05-35-72-550	Oakdene Park- Trail/Dipping station	28,000	0
05-35-72-600	Memorial Park- Gazebo	10,000	0
05-35-73-200	Memorial Park- Skatepark Bowl (CWIP)	220,000	202,271
05-35-74-400	Memorial Park- Soccer Fields 1-3	40,000	2,602
05-35-73-400	Memorial Park- Staff lunchroom	15,000	11,653
05-35-73-100	KCA playground accessible feature (CWIP)	40,000	0
05-35-73-150	Dog park- east end (CWIP)	55,000	4,693
05-35-74-700	Equipment	87,000	13,948
05-35-73-300	Study- Ravine Trail	15,000	0
	PROJECTS	559,500	242,142
	FUNDING		
	Province of Nova Scotia		73,000
	Capital reserve- General allocation	153,000	14,348
	Capital reserve- Recreation	63,500	12,268
	Borrowing	343,000	142,526
	TOTAL	559,500	242,142



Memo

To: Dan Troke, CAO
From: Debra Crowell, Director of Finance
Date: August 5, 2021
Re: **Temporary Borrowing Resolution-Town of Kentville Capital 21/22**

BACKGROUND

The attached temporary borrowing resolution (from Department of Municipal Affairs) relates to the Town's 2021/2022 capital program. This resolution requires Council's authorization before I forward it to the Minister of Department of Municipal Affairs for ministerial consent.

Once all approvals are in place, funds can be drawn down, as required, to finance (on a temporary basis) the 2021/2022 capital acquisitions for the Town of Kentville.

RECOMMENDATION

I recommend to Council Advisory Committee that it authorizes the temporary borrowing resolution noted below and then forwards this resolution to the next meeting of Town Council for ratification. Following this event, the document will be sent to the Minister of the Department of Municipal Affairs for Provincial authorization.

ISSUE	PURPOSE	AMOUNT
TBR 21/22-Town	Various purposes-capital projects	\$ 1,064,100

**MUNICIPAL COUNCIL OF THE
TOWN OF KENTVILLE
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 1,064,100

Purpose: Capital Budget Projects

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the
Town of Kentville, subject to the approval of the Minister
of Municipal Affairs, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the Town of Kentville has
adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are
so authorized to expend funds for capital purposes as identified in their capital budget; and

WHEREAS the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the
Town of Kentville borrow a sum or sums not exceeding
One Million Sixty-Four Thousand and One Hundred Dollars (\$1,064,100) for the
purpose set out above, subject to the approval of the Minister of Municipal Affairs;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the
Town of Kentville to such an amount as the Council
deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act
and that a sum or sums not exceeding One Million Sixty-Four Thousand and One Hundred
Dollars (\$1,064,100) in total be borrowed from time to time from any chartered bank or trust company
doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval
of the Minister of Municipal Affairs of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read
and duly passed at a meeting of the Council of the

Town of Kentville
held on the ____ day of _____, 2021.

GIVEN under the hands of the Clerk and under the seal of the
Town of Kentville this ____ day of _____,
2021.

Clerk

**MUNICIPAL COUNCIL OF THE
TOWN OF KENTVILLE
TEMPORARY BORROWING RESOLUTION**

Amount: \$1,064,100

Purpose: Capital Budget Projects

SCHEDULE "A"

		\$
Heading: Green Infrastructure Grant- AT Plan		
Item	West Main Street Pathway	10,700
Item	Aldershot Rail Trail/Bridge	13,300
Item	Bike Lanes Signs/Marking (13 locations)	17,100
Item		
Heading Sub Total:		41,100
Heading: Transportation		
Item	Equipment - Loader	200,000
Item	Downtown ornamental lights	50,000
Item	Sidewalk - Prospect Ave and Park Street	100,000
Item	Storm Sewer - Palmeto and Burke Subdivision	330,000
Heading Sub Total:		680,000
Heading: Recreation (Memorial Park Specific)		
Item	Memorial Park - Skatepark Bowl	219,000
Item	Memorial Park - Irrigation system	40,000
Item	Memorial Park - Staff lunchroom upgrades	15,000
Item		
Heading Sub Total:		274,000
Heading: Recreation (Other)		
Item	KCA Playground - accessible feature	30,000
Item	Dog Park	39,000
Item		
Item		
Heading Sub Total:		69,000
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		1,064,100



Memo

To: Dan Troke, CAO

From: Debra Crowell, Director of Finance

Date: August 5, 2021

Re: **Temporary Borrowing Resolution-Sanitary Sewer Area Service Capital 21/22**

BACKGROUND

The attached temporary borrowing resolution (from Department of Municipal Affairs) relates to the Sanitary Sewer Area Service's 2021/2022 capital program. This resolution requires Council's authorization before I forward it to the Minister of Department of Municipal Affairs for ministerial consent.

Once all approvals are in place, funds can be drawn down, as required, to finance (on a temporary basis) the 2021/2022 capital acquisitions for the Sanitary Sewer Area Service.

RECOMMENDATION

I recommend to Council Advisory Committee that it authorizes the temporary borrowing resolution noted below and then forwards this resolution to the next meeting of Town Council for ratification. Following this event, the document will be sent to the Minister of the Department of Municipal Affairs for Provincial authorization.

ISSUE	PURPOSE	AMOUNT
TBR 21/22	Sanitary Sewer- Burke S/D	\$ 235,000

**MUNICIPAL COUNCIL OF THE
TOWN OF KENTVILLE
TEMPORARY BORROWING RESOLUTION**

Amount: \$ 235,000

Purpose: Sanitary Sewer, Burke Subdivision- Colonial/Pleasant

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the
Town of Kentville, subject to the approval of the Minister
of Municipal Affairs, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the Town of Kentville has
adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are
so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the Town of Kentville has
determined to borrow for the purposes of Sanitary Sewer, Burke Subdivision - Colonial/Pleasant;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the
Town of Kentville borrow a sum or sums not exceeding
Two Hundred and Thirty-Five Thousand Dollars (\$ 235,000) for the
purpose set out above, subject to the approval of the Minister of Municipal Affairs;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the
Town of Kentville to such an amount as the Council deems
necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act
and that the Council borrow from time to time a sum or sums not exceeding
Two Hundred and Thirty-Five Thousand Dollars (\$ 235,000) in total from
any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the
approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read
and duly passed at a meeting of the Council of the
Town of Kentville
held on the ____ day of _____, 2021.

GIVEN under the hands of the Clerk and under the seal of the
Town of Kentville
this ____ day of _____, 2021.

Clerk

Memo

To: Dan Troke, CAO

From: Debra Crowell, Director of Finance

Date: September 8, 2021

Re: Valley Region Solid Waste-Resource Management Authority- Guarantee Resolution

BACKGROUND

The Valley Region Solid Waste-Resource Management Authority (VWRM) requires the Town to authorize the attached *Guarantee Resolution*, which supports Valley Waste's Temporary Borrowing Resolution for its approved 21/22 capital program.

The *Guarantee Resolution* for Kentville is in the amount of \$95,550.00 (10.05%). Once authorized, two originals signed, dated, and sealed must be returned to Valley Region Solid Waste-Resource Management Authority to complete the required paperwork.

You will also find attached the TBR passed by Valley Waste Board on July 21, 2021, along with Schedule A which cites the municipal partners' breakdowns and Schedule B which cites the approved 21/22 capital program for Valley Waste.

RECOMMENDATION

I recommend to Council Advisory Committee that it authorize the attached *Guarantee Resolution*, which denotes the Town's percentage share of Valley Waste's 21/22 capital investment plan. I ask this matter is placed on the next docket of Town Council. Once ratified, two copies (signed, dated and sealed) are to be sent to Valley Region Solid Waste-Resource Management Authority for it to complete the necessary paperwork.

PURPOSE		Guarantee Amount
Guarantee Resolution	Valley Region Solid Waste	\$95,550

**VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY
MUNICIPAL PARTNER GUARANTEE RESOLUTION
COUNCIL OF
Town of Kentville**

Guarantee Share Amount: \$ 95,550 Purpose: Capital Projects: Detailed in Schedule "B"

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority has determined to borrow the aggregate principal amount of Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$ 950,750) for purpose of Capital Projects: Detailed in Schedule "B" ;

WHEREAS the Authority has requested the Council of the Town of Kentville, a municipality that executed the instrument of incorporation of the Authority, to guarantee said borrowing; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act, no guarantee of a borrowing by a municipality shall have effect unless the Minister of Municipal Affairs has approved of the proposed borrowing or debenture and of the proposed guarantee;

BE IT THEREFORE RESOLVED

THAT the Council of the Town of Kentville does hereby approve the borrowing of the aggregate principal amount of Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$ 950,750) for the purpose set out above;

THAT subject to the approval of the Minister of Municipal Affairs of the borrowing by the Authority and the approval of the Minister of Municipal Affairs of the guarantee, the Council unconditionally guarantee repayment of Ninety Five Thousand, Five Hundred and Fifty Dollars (\$ 95,550) for the purpose set out above; and

THAT upon the issue of the debentures, the Mayor and Chief Administrative Officer of the Municipality do sign the guarantee attached to each of the debentures and affix thereto the corporate seal of the Municipality.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the Town of Kentville held on the ____ day of _____, 2021.

GIVEN under the hands of the Clerk and under the seal of the Municipality this ____ day of _____, 2021.

Clerk

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

WHEREAS the Valley Region Solid Waste-Resource Management Authority (hereinafter referred to as the Authority) was incorporated on October 1, 2001 pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Town of Berwick, the Town of Kentville, the Town of Middleton, the Town of Wolfville, the Town of Annapolis Royal, and the Municipality of the County of Kings entered into an inter-municipal services agreement pursuant to Section 60 of the Municipal Government Act;

WHEREAS the Authority pursuant to the inter-municipal agreement states that the body corporate shall be vested with the power to borrow money for the purpose of capital projects, the estimated amounts and descriptions of which are contained in Schedule "B";

WHEREAS any borrowing and/or entering into debt obligations of the municipal body corporate must be approved by the municipal units and the Municipal Guarantee percentages and amounts for each of the six municipal parties are attached at Schedule "A"; and,

WHEREAS pursuant to Section 88 of the Municipal Government Act no money shall be borrowed by a municipality, village, committee by an inter-municipal agreement or service commission pursuant to this Act or another Act of the Legislature until the proposed borrowing and municipal guarantees have been approved by the Minister of Municipal Affairs;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 92 of the Municipal Government Act, and subject to the approval of the Minister of Municipal Affairs, the Authority borrow a sum or sums not to exceed Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$950,750) for the purpose set out above;

THAT the sum be borrowed by the issue and sale of debentures of the Authority of an amount as the Authority deems necessary;

THAT pursuant to Section 92 of the Municipal Government Act, the issue of debentures be postponed and that a sum or sums not to exceed Nine Hundred Fifty Thousand, Seven Hundred and Fifty Dollars (\$ 950,750) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and,

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Valley Region Solid Waste-Resource Management Authority held on the 21 day of July, 2021.

GIVEN under the hands of the Chair and the Secretary and under the seal of the Authority this 28 day of July, 2021.


Chair
Secretary

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

SCHEDULE "A"

MUNICIPAL GUARANTEES

MUNICIPAL PARTNER	GUARANTEE PERCENTAGE	GUARANTEE AMOUNT
Municipality of the County of Kings	74.56%	708,879
Town of Kentville	10.05%	95,550
Town of Wolfville	8.31%	79,007
Town of Berwick	3.53%	33,562
Town of Middleton	2.5%	23,769
Town of Annapolis Royal	1.05%	9,983
Total Capital Requirements for Borrowing Resolution	100%	950,750

VALLEY REGION SOLID WASTE-RESOURCE MANAGEMENT AUTHORITY

TEMPORARY BORROWING RESOLUTION

Amount: \$ 950,750

Capital Projects: Detailed in Schedule "B"

**SCHEDULE "B"
CAPITAL PROJECTS**

		Estimates \$
Heading: Vehicles		
Item	4x4 Pick-Up Truck & Plow	55,000.00
Item		
Item		
Item		
Heading Sub Total:		55,000.00
Heading: Machinery and Equipment		
Item	Wheel Loader	285,000.00
Item	Roll Off Containers	23,000.00
Item	Utility Trailer	15,000.00
Item		
Heading Sub Total:		323,000.00
Heading: Site/ Facilities		
Item	WMC Tipping Floor -concrete floor repair & resurfacing	189,750.00
Item	EMC Tipping Floor- concrete floor repair & resurfacing	204,000.00
Item	WMC-Automated Scale House Window	19,000.00
Item	EMC Sorting Building and transfer building-design phase	75,000.00
Heading Sub Total:		487,750.00
Heading: Various		
Item	Scale Program Software	85,000.00
Item		
Item		
Item		
Heading Sub Total:		85,000.00
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		950,750.00



Town of Kentville

Staff Report to Council Advisory Committee

DEPARTMENT OF PLANNING AND DEVELOPMENT

SEPTEMBER 13, 2021, FOR JULY AND AUGUST 2021.

Activity Report and Permits Report, attached

Programs and Operations

- 25 Permits Issued: Building valuation of \$1,569,350 for a year total of \$22,337,449.
- 6 Subdivision Applications

Projects

- Ryan Park – Construction of the townhouses have begun. Staff are coordinating with Canada Post to determine the best location for community mailboxes.
- Miners Landing – Construction continues the 4th, and last building in Miners Landing.
- A public hearing is scheduled for September 15, 2021, at 6:00 PM to gather input on Council amendments to the MPS and LUB to allow Residential Development in the C-2 Zone and various housekeeping items. The meeting will be held via zoom (in the same manner as our first covid-19 public hearing held in 2020.)
- Business Park – Interest in the Business Park remains high. Offers have been submitted on the last parcel of land in Phase I for Council's consideration.
- Dog Park – An appeal of the decision of the Marshland Commission Secretary to deny a marshland variance to permit a dog park on the east end of town was submitted in August. On September 8th we were notified we had won the appeal and the dog park is a go subject to a couple of minor conditions.
- Prepared maps for the new Infrastructure Project link to the Towns Website allowing the public to view current infrastructure projects and updates as they occur.
- Kirsten Duncan has been accepted to take the Rick Hanson Foundation Accessibility Certification course for the Town of Kentville starting October. She will be the Towns first designated RHFAC Professional!
- Staff are reviewing a couple of Land Use Bylaw amendments requests which will be coming to CAC in the next couple of months.
- Reviewing a site plan application for a Townhouse development on Mee Road.

Public Engagement

- Ongoing

Meetings and Events

- CAC
- Senior Management
- Accessibility Committee
- Agricultural Marshland Permit Variance Appeal
- Capital Infrastructure Project
- Source Water Protection Committee
- Ron Pizzo – Challenging Workplace Adversity Workshop
- Infrastructure Canada Grant implementation review
- Stoneridge Developments – Land development
- Homeward Bound properties – Land Development
- Bruce Auto – New car dealership

Respectfully Submitted,
Beverly Gentleman
Director of Planning and Development



Town of Kentville

Staff Report to Council Advisory Committee

DEPARTMENT OF PARKS AND RECREATION

SEPTEMBER 13TH, 2021

Summary: Summer 2021 was our second summer of providing recreation opportunities to the community during a global pandemic. Though restrictions were slightly more relaxed all programming and events still required strict COVID protocols to be followed to ensure not only that community was safe but that everyone felt safe.

Summer stats:

- *251 kids attended day camp*
- *112 kids attended swimming lessons*
- *A total of \$873.45 was raised for the Spike Fund including personal donations, donations made while folks registered for camp and trivia night proceeds.*
- *\$1237.99 were accessed from the Sike Fund this year, \$1132.00 of which was for camp and swimming lessons this summer.*
- *32 youth went through our LIT (Leader in Training) program*
- *15 summer staff were hired to make summer happen in Kentville*
- *8 summer spark staff were hired to keep our green spaces looking beautiful*
- *170 public swims were held this summer*
- *10 pop up play events took place at various facilities and streets throughout Town.*
- *8 Summer concerts were held as part of our Oakdene Summer Concert series.*
- *20 girls attended our Girls on Boards skateboarding workshop.*

Facility Related

- Kentville Memorial Pool/Splashpad
 - The Kentville Memorial Pool officially opened for the season after being closed due to COVID for 2020.
 - Due to COVID restriction were unable to open the change rooms, only allowing patrons to use them with special permission. The washroom at the front of the building was also available for use.
 - The splash pad was able to open for one week only this summer. A break in the waterlines meant that were unable to continue with its usage. We are still looking into the best way to move forward.
- Memorial Park Field

- All fields – both soccer and baseball – were opened for the season. Summer sports and programs took full advantage of all facilities and we returned to a full booking schedule.
- Parks and Playgrounds
 - All parks and playgrounds were open this summer.
- Tennis/Pickleball Courts
 - Courts were open and in fuller operation this summer. Thanks to some community volunteers the club house received a makeover.
- Park Washroom
 - Washrooms were re-opened this summer and were available 24 hours a day to improve accessibility and accommodate patrons.

Programs and Operations

- Thanks to our Summer Recreation Coordinator Katherine Waterbury we had a number of summer programs, offered this year including day camps and swim lessons, pop up play events, playbourhoods, youth programs, leader in training programs, art programs and much more. Our department extends our gratitude for all of Katherines hard work and dedication to the Town this summer.
- Staff extended our adapted programming to include wheelchair baskets, wheelchair tennis and the all-inclusive Jam Dance program that took place at Oakdene.
- Our department made a focussed effort on increasing the cultural offerings, including art workshops throughout our community. This work culminated into an art show that took place at the End of Summer celebration that took place at Oakdene park.
- The Leader in Training program that offered employment and training opportunities for youth aged 14-16 was well received. Many participants expressed that they learned a lot about themselves and are interested in pursuing a job related to recreation in the future and were keen to learn more about opportunities to be involved with our department moving forward. We will continue to touch base with these future leaders, including keeping them engaged through more opportunities offered through our department.
- Our department launched the breakfast in the park program this summer. Community members were invited to have breakfast with us at various locations to check in with the community, connect with neighbours and friends, listen to any

concerns, answer questions and pass along information about the many opportunities that were happening in Kentville this summer and beyond.

- Staff are busy planning for Spring and Winter opportunities, including the following opportunities for our community:
 - Chair yoga
 - Trailblazers
 - Forest Play
 - All ages ukulele
 - All ages skateboarding
 - Afterschool art programming
 - Various art workshops
 - Nature for Newcomers
 - Nature Hike and Learn
 - And more to come!

Capital Projects

- Dog Park
 - We have heard back from the Department of Agriculture on our appeal and have been granted permission to move forward with a few stipulations. This project will need to be moved to next capital construction cycle.
- Skatepark Bowl
 - The project is nearing completion with only the landscaping left to be completed.
- KCA Playground
 - The accessible feature has been installed and is officially completed.

Public Engagement / Community Events

- August 27th we held an end of summer celebration/International Play Day at Oakdene Park. Kentville Rotary Club was on site with a BBQ, music entertainment, staff hosting games and a soap slide provided a lot of entertainment in a safe and open air environment.

Save the Date!

- Harvest Festival is scheduled for Saturday October 2nd
- We are starting to tentatively plan for the Kentville Skatepark Grand Opening happening in mid-October.

Council Related

Priorities

- Green Infrastructure Grant
 - An internal committee of staff has been created to support the implementation of the multi-year project. Staff continue to work with both the province and federal government on this project.
- Accessibility Plan
 - Advertisement for the Accessibility Committee has been released and several applications have been received.
 - Advertisement for the task team focused on street re-naming and policy re-write has been released. We are still looking for members to join this community before we are able to move forward.
- Regional Recreation Facility
 - The RFP for a consultant hired to complete a regional feasibility study was released and is now closed. The selection committee will meet to hear presentations for the firms who have been selected to move on to round two. Proponents have been asked to focus on a number of key topics, including experience with accessibility and cost sharing models.

Special Projects

- *Research Project: Exploring Recreation's Role in Supporting Rural, Low-income Families during COVID (see attached).*
- *Re-Sport Kentville: Making sport and sport facilities more welcoming (see attached).*
- *Unsheltered Play Project: What is the role of recreation in housing and homelessness issues in the community (see attached)?*
- *Kentville Ravine Trail: Trail development through an Indigenous lead approach, in partnership with Acadia University (see attached).*

Respectfully Submitted,

A handwritten signature in cursive script, reading "Rachel Bedingfield".

Rachel Bedingfield
Director of Parks and Recreation



Town of Kentville

Project Update: Kentville Re-Sport Project

DEPARTMENT OF PARKS AND RECREATION

SEPTEMBER 13TH, 2021

Kentville Re-Sport Project

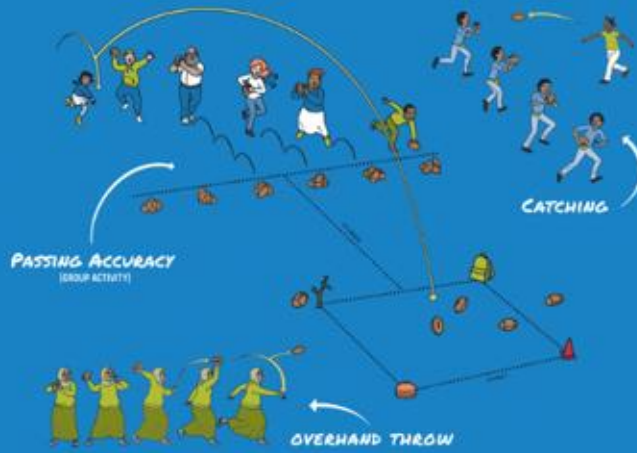
The Town of Kentville and reSPORT are engaged in creating a multi-sport, outdoor try-it sport participation experience. Sport organizations engage in creative, inviting, and inclusive sign-making as a means of demonstrating skills and sports to community members visiting the facility. Participants can access a low-barrier, low-risk, low-commitment way to access sport, develop skills, and engage with sport facilities.

The reSPORT Kentville prototype is focused on system redesign with the objective of ensuring equitable and inclusive access to recreation. The Kentville prototype will implement a multi-sport try-it approach at a community wide level, utilizing the community's sport facilities and innovative signage.

On each sign is a QR code that links to a survey. The surveys applied to the Kentville prototype will ask participants what their experience has been like with the signage, the use of equipment loan programs, and how their perceptions on sport or physical activity or intended participation has been impacted. Surveys will address skill acquisition, inclusion, belonging, and perceptions on sport and physical activity. Surveys will be available onsite through signage, available via QR code, and links provided to potential participants via email.

The data collected will allow for reSPORT partners to adopt a developmental evaluation approach, learning from successful applications of the signage implementation and including the ability to shape future programming and interventions.

TRY FOOTBALL



WE PLAY
STATION

Kentville
PLAYS

What do
you think?

Scan the QR code or visit:
kentville.ca/tryit



eSPORT

sport



Town of Kentville

Project Update: Unsheltered Play Project

Department of Parks and Recreation

September 13th, 2021

Increasingly we are seeing more and more people setting up shelter in our public parks. The housing emergency in Nova Scotia has left many people in precarious housing situations, some losing their homes or unable to find safe, stable, affordable housing. Systemic racism and discrimination based on race, mental ill-health or substance use disorder and dis-ability can play a role in having trouble securing or maintaining housing. Others have unsafe housing conditions due to violence etc.

The partners that sit at the Homeless No More table identified issues surrounding use of public parks spaces. These include calls made to the Kentville town police about people encamped in these spaces. The Kentville police have expressed their services are not typically warranted as a response to these situations; additionally, their involvement can be perceived as a heavy handed approach and potentially traumatizing or resurfacing trauma in individuals. The Kentville Police Service recognizes the need for outreach and collaboration to address this issue.

In response a collaboration of Kentville Recreation Department, Kentville Police Services, Nova Scotia Health Mental Health and Addictions Health Promotion program, Open Arms shelter and The Portal has been created, with the project managed through Kentville Recreation.

Using play as an equalizer will allow for connection and relationship building. An approach focused on reconciliation and trauma informed will be integral to this project. Encampment work in BC and Alberta help to inform this work.

Questions raised by this project include:

- Who has a right to use public parks space and in what way?
- How can everybody be welcomed in public parks space?
- Can public parks be a space that enhances mental well-being for all?
- What is the role of recreation in housing and homelessness issues in the community?

Additionally the project may answer other questions such as:

- What are the gaps (e.g. mobile mental health outreach, peer support, support for system navigation)?

This project is a scaled back version of a larger project. The findings from this project will inform development of the larger project to be shared widely. This project is long term and ongoing.



Town of Kentville

Project Update: Exploring Recreation's Role in Supporting Rural, Low-income Families during COVID – alignment with the Kentville Accessibility Action Plan Department of Parks and Recreation September 13th, 2021

Once completed, this document merges the major findings and recommendations from the Town of Kentville's Accessibility Action Planⁱ and our research project "Municipal Recreation's Roles Supporting Rural, Low-income Families During the Covid-19 Pandemic," in an effort to demonstrate the common themes found in both the research study and the Accessibility Action Plan.

Our Municipal Recreation's Roles Supporting Rural Families research project focused on Kentville's recreation provisions, and included residents within the broader County of Kings. Our research project involved interviews with 29 low-income mothers in Kings County as well as three focus groups with community organizations and the Town of Kentville Parks and Recreation Department about their experiences with both Covid-19 and local recreation services. Our research was also guided by a community advisory board made up of community organizations and individuals who reside in Kentville or Kings County. The lead researchers, Dr. Jackie Oncescu of University of New Brunswick and Dr. Mary Sweatman of Acadia University, were assisted by two student researchers, Megan Fortune and Laura Fisher.

Throughout the research four themes have been identified that overlap between our research project and the Accessibility Action Plan: Information and Communication, Education and Training, Transportation, and Diversity and Inclusion including Low-income. These recommendations – and direct quotes taken from the research – will be added to the accessibility plan and presented to the Accessibility Committee and Kentville Council once the document has been finalized.



Town of Kentville

Project Update: Kentville Ravine Trail – Indigenous lead approach

September 13th, 2021

Working in partnership with Acadia University who has received funding to hire students for this project, this project is in the beginning stages of development. Using a lens of reconciliation we have committed to a process that being open to a new way of working together. This means different ways of collaborating, connecting, and growing. What is the role of public parks to support community growth, vibrancy and togetherness?

Working through a lens of reconciliation we are moving forward with the understanding that Actively listening and working together on reconciliation projects takes time and that this new approach requires new ways of working.

Students will be engaged with performing interviews, literature reviews and ultimately make final recommendations of past practices. An Indigenous Council will be created that dictates how we create better access to the Kentville Ravine Trail system in a way one that honours Indigenous history.

Resources to consider:

1. Canadian Parks Collective: Black Experiences in Parks in Canada (1h 11min)
<https://cpcil.ca/events/black-experiences-in-parks-in-canada/>
2. TRCA Youth Council: Barriers to Inclusion in Conservation and Outdoor Spaces (1h 8min)
https://www.youtube.com/watch?v=bieul7xFKpw&feature=emb_title
3. There's Something in the Water, Netflix Documentary (1h 13min)
<https://www.youtube.com/watch?v=nKhIYFDnCoY>

4. Indigenous Lead Conservation in Canada (Nature United)
<https://www.arcgis.com/apps/Cascade/index.html?appid=df5de2a8c90148e3854915e1f73a984a>

Town of Kentville

Office of the Chief of Police

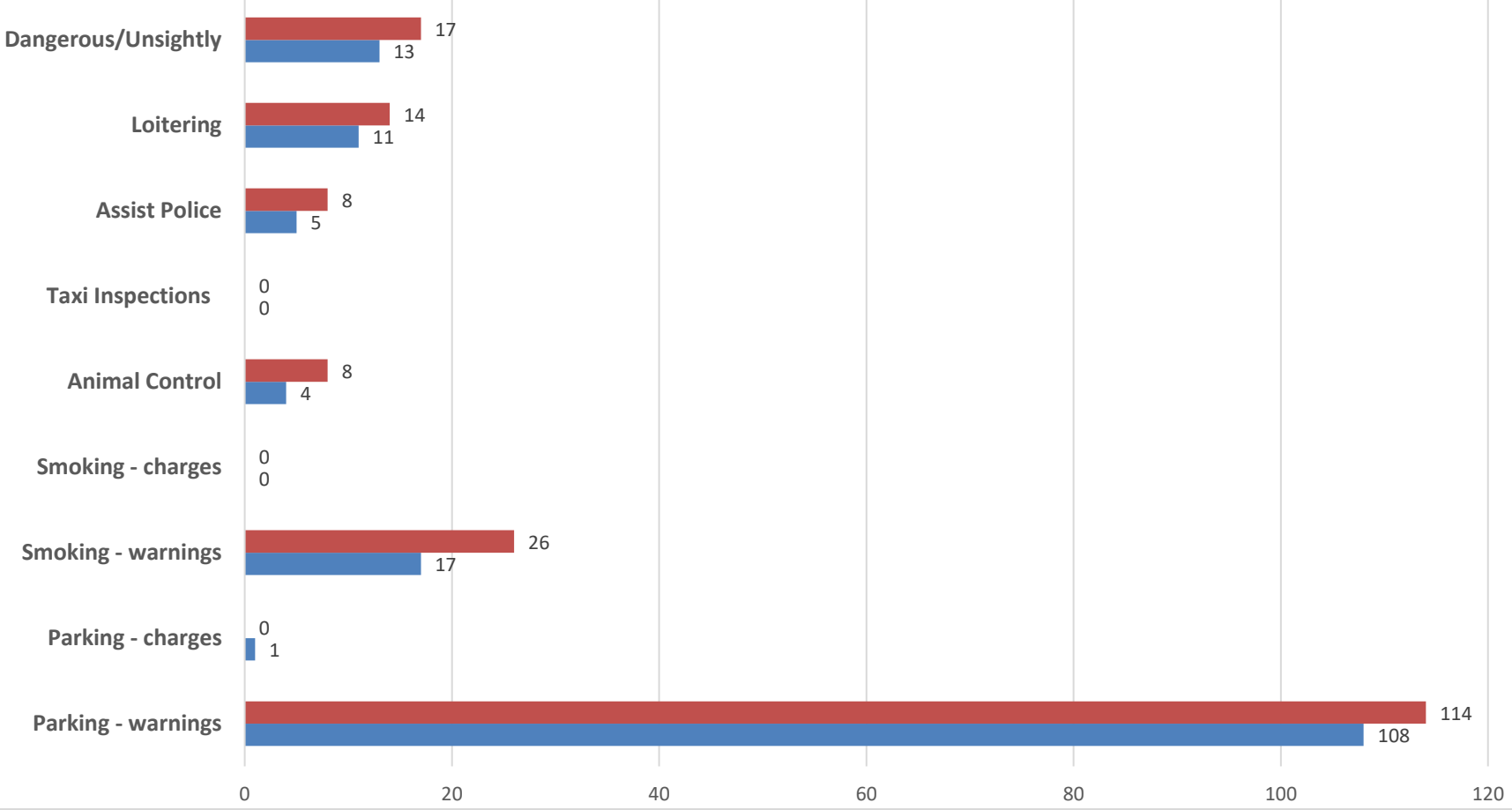
July 30th, 2021



Administration	Time	May	June
	Auxiliary off. hours	25	29.15
	Training hours	0	70
	Veh. Cks 38's	199	134
	Warning tickets	13	14
	SOT Tickets	55	47
	Foot Patrol Hours	145.5	146
	CC Charges	13	13
	Calls for service	320	377
Training	<ul style="list-style-type: none"> 4 members & 1 Civilian trained in ASIST 		
Meetings	<ul style="list-style-type: none"> June 1 - Provincial Highest risk DV table June 1 – Black history learning series June 2 – RCMP service request meeting June 2 – Meeting with director of Research Station June 2 – Clare's Law discussion with Manitoba June 4 – Witness Warrant Review June 7 – Homeless no More June 7 – Meeting re ED position with ADM June 9 – Spring CISNS meeting June 9 – Meeting regarding RCMP services June 14 – Witness Warrant review June 14 – NS chiefs – MOU re shared services June 16 – meeting with DOJ staff June 16 – Provincial Highest Risk DV table June 16 – RJ board meeting June 19 – Wortley Report Research Committee 		

	<ul style="list-style-type: none"> • June 22 – Charlottetown Police interviews • June 23 – ZOOM call regarding external lab services • June 25 – BOPC
Staffing	<ul style="list-style-type: none"> • Changes with Civilian staff • Injuries of officers • Auxiliary recruitment update

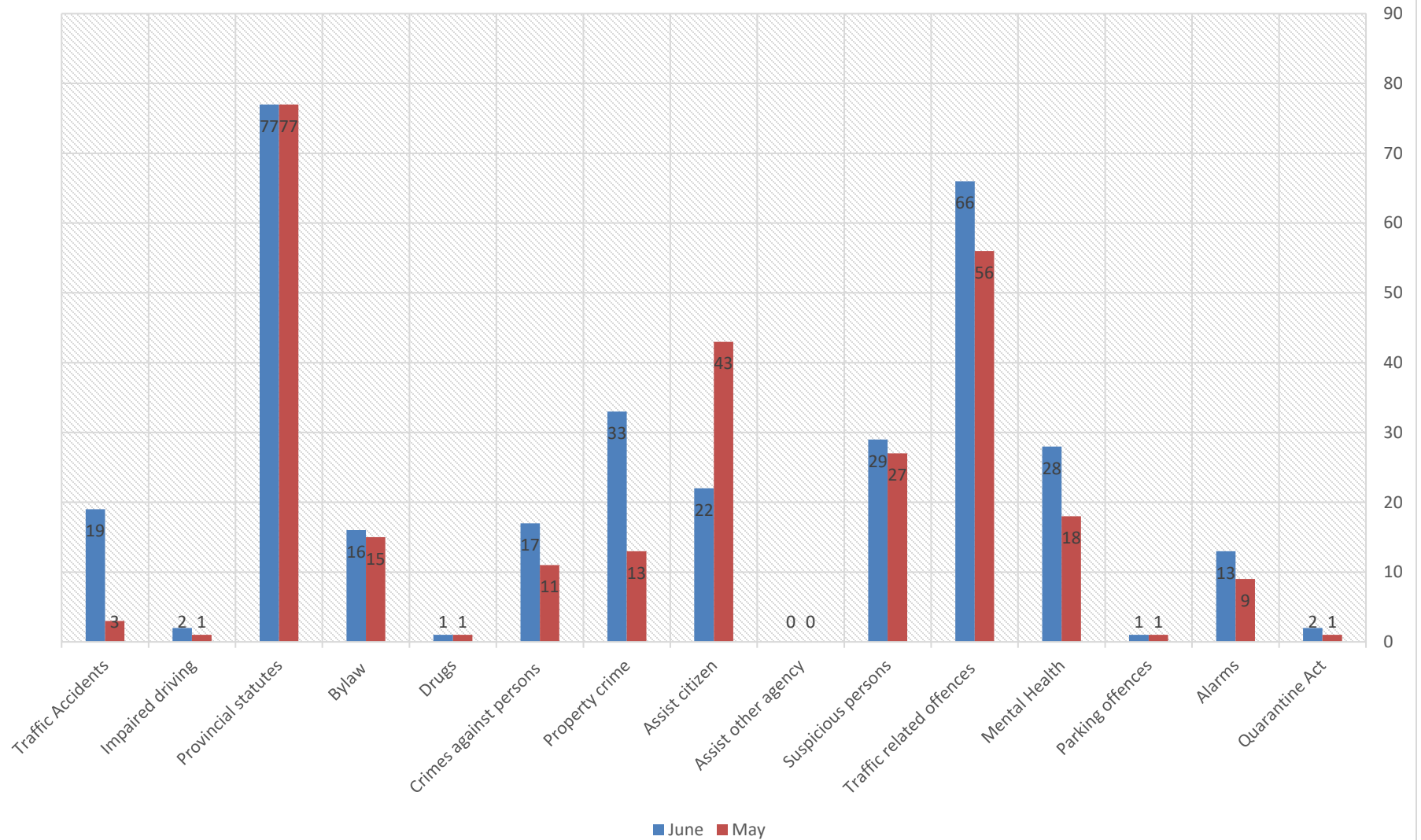
By-Law Report - May/June



May

June

Calls for Service - Kentville Police - May/June



June 377

May 320



Town of Kentville

Staff Report to Council Advisory Committee

Department of Engineering and Public Works

September 13, 2021

Programs and Operations

- **Kentville Water Commission:** Operationally, the last two months have been uneventful with the Kentville Water Commission with relatively few maintenance issues and only a small number of water service leaks. We expect that switching the strength of one of our water treatment chemicals (commonly known as caustic soda) used for pH adjustment from 50% down to 25-30% will greatly reduce our maintenance costs at our two water treatment facilities. We inject the treatment chemicals (chlorine, caustic soda & fluoride) in liquid form directly into the line before the untreated water enters our two main water storage tanks (Business Park and Prospect Avenue). The higher strength caustic soda that we have been using for decades solidifies at 14°C whereas the diluted caustic solidifies at temperatures at or below 0°C depending on the strength. With average groundwater temperature between 5 – 10°C the maintenance issues this causes inside the pipe and fittings are numerous. We made the switch for the Business Park in March and the Prospect WTP in April and expect to have considerably less maintenance issues in the coming years.
- **Sanitary Sewer Utility:** Our annual sanitary sewer main cleaning & maintenance in the downtown core and other main arteries was completed last week.
Update: The Municipality of the County of Kings completed the desludging process at the Regional Sewage Treatment Plant in mid-August. Nearly 7000 m³ of dewatered sludge was processed and trucked to a disposal facility in New Brunswick. This is part of a multi-year, multimillion-dollar Capital upgrade plan for the facility which will see new aeration equipment added in future fiscal years and improved performance and efficiency of the facility.
- **Public Works:** In July the order was placed for a new CAT Wheel Loader. This will be a Capital equipment purchase and as a Town owned piece of equipment, it will allow us to keep it longer and better protect it from the harsh environment it

is exposed to with the winter salt. We expect delivery of the new Loader in October in time to be outfitted for winter snow removal.

Projects

- Burke Subdivision Upgrades - The contractor, Mid Valley Construction is approximately 65% complete with the pipe work and things are progressing at a steady pace. They are still on track to be substantially complete by the end of October.
- Several other smaller Capital Works projects are nearing completion including storm water upgrades at several locations throughout Town and repairs to a section of the dyke and storm sewer outlet along the south side of the Cornwallis River near Shannex.
- The Centennial Arena will receive a new sewer lateral to replace the aging and often troublesome sewer pumping station eliminating the dependency on both pumps and power.

Public Engagement

- Frequent phone calls and site visits.
- Appointments are now being accepted for in person meetings.
- Letter & email correspondence – As required.

Meetings and Events

- Senior Staff meetings every Tuesday
- July 12th CAC via Zoom
- July 15th Kings REMO Hurricane Preparedness Seminar
- July 19th Regional Sewer Committee Meeting
- July 22nd CUPE Labour Management Meeting
- July 28th Kentville Water Commission / SWP Meeting
- August 5th Asset Management Facilities Tour with AIM Network

Respectfully Submitted,
David Bell
Director of Engineering and Public Works

CAO Report to Council

September 13, 2021

Provincial Health Order – Nova Scotia is in Phase 4 of the reopening plan. Phase 5 anticipated September 15th.

Budget – Grant applications to be reviewed by Council September 20th. The Town continues to apply for available grants to leverage Capital, IT and Recreation Budgets. Any new funding or savings in the capital budgets that create or allow for new opportunities, will be brought back to council for consideration. Emergency Measures has reached out to restart work around Hurricane Dorian claims.

Accessibility – Public awareness of the plan and promotion continues. Applications are being received and additional ads have been placed to continue to raise awareness of the opportunity.

Inter Municipal Service Agreement (IMSA) Review – meetings continue through to the end of July. Mayors and Warden will reconvene in September to discuss considerations.

Policy Review – Under the CAO's direction a comprehensive review of existing and required policies will be done and brought back to council in October. While some of these are housekeeping updates there are several policies that need modernization and rewrites to make them current.

Police Chief Position – interviews were held with a recommendation being made to council tonight

Mentoring Plus – undergoing a restart with a new employee. They will present to committee in October or November.

Meetings – In person meetings of CAO's IMSA work, weekly Senior Advisory Committee meetings, recreation RFP update, regional climate planning updates and internal committees to implement the Active Transportation plan with emphasis on infrastructure requirements.

Prepared by: Dan Troke, CAO for the Town of Kentville



March 18, 2021

To the Honourable Iain Rankin and Cabinet;

Each year, hundreds of Nova Scotians volunteer their time to better their communities through various volunteer agencies. Members of volunteer Fire Services as well as Ground Search and Rescue respond to emergencies each day, at all hours, in any weather condition. When the call for assistance comes, whether by pager or phone service, these dedicated men and women leave their homes and families behind and risk life and limb for people they may never see again.

Recently, volunteer firefighters were faced with their own mortality when they collectively grieved the loss of a young Truro firefighter who died in a training accident. First responders across the province were shaken to consider how inherently dangerous the important job of protecting our communities truly is. Even in a controlled environment, performing tasks that we have done hundreds, possibly thousands, of times before, we are still putting it all on the line to serve the community around us.

The vast majority of firefighters in Nova Scotia are unpaid volunteers. These committed individuals give their time and effort to train, maintain their competency and fitness to respond, and go to calls for service with no reparation from their respective departments. It is a gift of service to their families, friends, and neighbors. Without volunteers, Nova Scotia would have tremendous and impossible to fill gaps in their fire protection and community education efforts as well as innumerable other activities that our volunteers perform.

At this time, our department is beginning to lobby the provincial government for full coverage rates for funeral and disposition services for volunteer first responders in Nova Scotia. Fire Services and Ground Search and Rescue members have never been so aware of the importance of ensuring our families are able to manage should the unthinkable occur. As firefighters and search and rescue personnel we plan and prepare for emergencies in the community. Now we are beginning to plan and prepare for unfortunate events at home.

Our intent is to request that the cost of funeral services be covered for volunteers of Fire Departments and Ground Search and Rescue agencies with members who have given over five years of service to their community. This honorable service could make a monumental impact on the affordability and accessibility of funeral services to the grieving families of our first responders.

The first step is to reach out from one professional organization to another. We are asking that the provincial government support our request for cost consideration for our volunteer first responders.

With an aging professional body, and the recent focus on line of duty deaths for responders, it has never been more important to start the conversation. There is no family who is truly prepared for the loss of a loved one, however we would like to ease the burden of our collective families by reaching out.

We are ever grateful for your consideration, and always eager to discuss our thoughts and ideas if your service would like to continue the conversation.

With gratitude,

Michael Viva

Secretary/Treasurer Scotchtown Volunteer Fire Department

(902)549-3363

Michael Viva

TOWN OF KENTVILLE – KENTVILLE DEVELOPMENT CORPORATION LTD.

**FUNDING CONTRIBUTION
AGREEMENT**

2021/22

THIS FUNDING CONTRIBUTION AGREEMENT is made as of this _____ day of _____, 2021.

BETWEEN: TOWN OF KENTVILLE
 (the “Town”)

AND: KENTVILLE DEVELOPMENT CORPORATION LTD.
 (“KDCL”)

Each is hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”

WHEREAS KDCL’s mission is to promote the growth and prosperity of the Town of Kentville so that it remains a growing, prosperous community with a vibrant downtown business sector;

AND WHEREAS the Town wishes to support KDCL in the implementation and execution of its mission to preserve and grow the prosperity of the Town’s businesses and residents;

AND WHEREAS the Town has agreed to collect and allocate public funds to KDCL;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

- (a) **“Agreement”** means this funding contribution agreement, including schedules, as may be amended from time to time.
- (b) **“Contract”** means an agreement between the KDCL and a Third Party whereby the latter agrees to supply a product or service to support KDCL’s undertaking of the Services in return for financial consideration.
- (c) **“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.
- (d) **“Services”** means the business improvement services, and all ancillary services

related thereto, to be undertaken by KDCL to achieve its mission to promote the growth and prosperity in Kentville through business attraction, and retention, as more particularly described in **Schedule A**.

- (e) “**Term**” means the duration of this Agreement as set out in s. 1.3.
- (f) “**Third Party**” means any person or legal entity, other than a Party, who provides a product or service to KDCL in support of the implementation of the Services.

1.2 Entire Agreement

This Agreement comprises the entire agreement between the Town and KDCL. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement between the Town and KDCL has legal effect. No representation or warranty express, implied or otherwise, is made by the Town to KDCL except as expressly set out in this Agreement.

1.3 Duration of Agreement

This Agreement will be effective as of the date this Agreement is signed by the Parties (the “**Effective Date**”) and shall terminate on **March 31, 2022**, unless subject to early termination in accordance with the terms of this Agreement.

1.4 Survival

Despite Section 1.3, the Parties’ rights and obligations under Section 5.1 (Dispute Resolution); Section 8 (General); Section 6 (Reporting, Auditing and Evaluation) and Section 7 (Indemnification) and any other Section which is required to give effect to the termination or to its consequences will survive the expiry or early termination of this Agreement.

1.5 Accounting Principles

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada.

2. PURPOSE OF CONTRIBUTION

2.1 Purpose

The purpose of the Town’s contribution to KDCL is to provide funding to enable KDCL to provide the Services. No portion of the Funding Contribution (as defined herein) shall be used for any purpose other than the provision of the Services, as contemplated by this Agreement.

The Town hereby expressly acknowledges that KDCL may seek and obtain funding from Third Parties for projects that fall outside the scope of the Services.

3. OBLIGATIONS OF THE PARTIES

3.1 Contribution by the Town

- (a) The Town agrees, subject to the terms and conditions of this Agreement, to pay a contribution to KDCL of **\$88,800.00** (Core Funding) plus an additional **\$25,000** (Special Projects)
- (b) The Town agrees to remit the Core Funding Contribution to KDCL in two equal instalments:
 - (i) The first instalment shall be remitted no later than April 30 (the “**First Instalment Date**”) and shall equal 50% of the confirmed Funding Contribution for that Fiscal Year.
 - (ii) The second instalment shall be remitted no later than October 30 (the “**Second Instalment Date**”) and shall equal the remaining 50% of the confirmed Funding Contribution.
- (c) The Parties hereby acknowledge that the Funding Contribution shall be derived from specific tax levies set by the Town, in its sole discretion.
- (d) The Town agrees to remit the Special Projects Funding Contribution upon request and proposal by KBC for special projects. Requests for Special Projects funding will be submitted by KBC to the CAO. While Council approval is not required for the release of the Special Projects Funding Contribution, presentations to Council by KBC may be included as part of the approval process executed by the CAO, at the discretion of the CAO.

3.2 Commitments by KDCL

- a) KDCL agrees to develop and implement their respective economic development initiatives for the betterment and benefit of the downtown business community in Kentville.
- b) KDCL agrees to provide such services to the downtown business community through the development and provision of programs and initiatives that support business retention and recruitment.
- c) KDCL acknowledges that it has no mandate in the areas of parks and recreation or municipally provided public infrastructure such as roads, water and sewer services, public transportation, waste collection or waste management, or other utility like operations, and will not undertake initiatives targeted at those specific service areas unless agreed to by the Town in writing.
- d) KDCL agrees that the Community and Economic Development Coordinator will participate in the selection of KDCL’s Executive Director or General Manager and to attend all meetings of KDCL’s Board of Directors to provide support and guidance as required and to act as the main liaison between the KDCL Board of Directors and the Town.
- e) KDCL agrees to permit a member of Town Council, to be determined by the CAO, to attend regular Board meetings. The Council representative will act as ex-officio, and the purpose of their attendance is to report back to Town Council on behalf of the Board each month.

3.3 Protection Against Budget Discrepancies

If, at any time during the Term of this Agreement, KDCL determines that it will not be possible to undertake the Services in a diligent, timely and professional manner unless it expends amounts in excess of the funding available to it from the Town, KDCL will immediately notify the Town of that determination.

If KDCL so notifies, it will, within thirty (30) days of a request from the Town, provide a summary of the measures that it proposes to remedy the shortfall or budget discrepancy.

If the Town is not satisfied that the measures proposed will be adequate to remedy the shortfall or discrepancy, then the Town may terminate or suspend its funding obligations immediately until such time as measures are proposed that, in the Town's sole discretion, will be adequate to remedy the shortfall or discrepancy, whereupon its funding obligation will be reinstated.

3.4 Decision-Making

The Parties acknowledge that the Town's involvement with KDCL is limited to the obligations set out in this Agreement. The Town is neither a decision maker nor an advisor to KDCL. As a funder of the organization the Town assigns one Council Representative to attend meetings and provide monthly updates to Council about KDCL's activities.

4. TERMINATION

4.1 Termination without Cause

Notwithstanding s. 1.3 of this Agreement, either Party may terminate the Agreement prior to the expiry of the Term without cause upon twelve (12) months' written notice to the other Party.

4.2 Termination with Cause

In addition to each Party's right to terminate the Agreement under s. 4.1, the Town shall have the right to terminate the Agreement immediately upon a written declaration that an Event of Default has occurred.

4.3 Events of Default

A declaration of default may be made by the Town if KDCL:

- (a) has submitted false or misleading information to the Town or made a false or misleading representation, except for an error in good faith, demonstration of which is incumbent on KDCL, to the Town's satisfaction;
- (b) has not complied with any condition, undertaking or material term of this Agreement and:
 - (i) written notice of the default has been delivered to KDCL;
 - (ii) the default is not remedied within fifteen (15) days following the date the notice is received by KDCL; and
 - (iii) KDCL does not provide a plan, satisfactory to the Town in the Town's sole discretion, within fifteen (15) days following the date the notice is received by KDCL, outlining how the default is to be remedied as soon as is practicable;
- (c) becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy;
- (d) is wound up or dissolved; or
- (e) ceases *bona fide* operation for a period of ninety (90) consecutive days.

The Town will not declare that an Event of Default has occurred unless the Town has given notice to KDCL of the condition or event which in the Town's opinion constitutes an Event of Default and KDCL has failed, within fifteen (15) days of receipt of the notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of the Town, that it has taken such steps as are necessary to correct the condition, and has notified the Town of the rectification.

4.4 Remedies of Default

If the Town declares that an Event of Default has occurred, the Town may exercise one or more of the following remedies:

- a) suspend any obligation by the Town to contribute or continue to contribute funds to KDCL including any obligation to pay an amount owing prior to the date of such suspension to the extent that it relates to the Event of Default; and
- b) require KDCL to reimburse the Town all or part of the contribution paid by the Town to KDCL.

5. DISPUTE RESOLUTION

5.1 Dispute Resolution

The Parties agree to use best efforts to resolve potential disputes amongst themselves in good faith and reasonably. If an issue arises, the Town's Chief Administrative Officer (the "CAO") and appointed representative from KDCL shall examine it together as soon as possible and in any event within twenty (20) business days within receipt of notice of such contentious matter. Final resolution will be with the Town's CAO.

5.2 Waiver

A Party may waive any of its rights under this Agreement only in writing, and any tolerance or indulgence demonstrated by the Party will not constitute a waiver. Unless a waiver is executed in writing, the Party will be entitled to seek any remedy available under this Agreement or otherwise at law.

6. REPORTING AND EVALUATION

6.1 Reporting Procedures

The Parties agree that reporting activities will be undertaken in accordance with **Schedule C** of this Agreement.

7. INDEMNIFICATION

7.1 KDCL Indemnification

KDCL agrees at all times to indemnify and save harmless the Town, its officers, servants, employees or agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) the performance of this Agreement or the breach of any term or condition of this Agreement by KDCL, its officers, employees, and agents, or by a Third Party, its officers, employees, or agents.
- b) any omission or other willful or negligent act of KDCL or Third Party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of the Town in the performance of his or her duties; and
- c) the entering into by KDCL or its servants, employees and agents of a loan, capital lease or other long-term obligation in relation to the Services subject to this Agreement.

7.2 KDCL Representations and Warranties

KDCL represents and warrants to the Town that:

- (a) KDCL is in good standing under the laws of the jurisdiction in which it is required to be registered;
 - (b) KDCL has the requisite power (corporate and other) to own its assets and to carry on the activities as contemplated by the Agreement;
 - (c) the execution and delivery of this Agreement by KDCL, and the carrying out by it of all of the activities as contemplated hereby by KDCL, have been duly authorized by all requisite corporate action;
 - (d) KDCL has full power to execute and deliver this Agreement and to perform its obligations hereunder;
 - (e) this Agreement constitutes a legally binding obligation of KDCL, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by KDCL of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
- (i) violate the provisions of KDCL's by-laws, any other corporate governance document subscribed to by KDCL or any resolution of KDCL;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which KDCL is bound;
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of KDCL, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect KDCL's ability to carry out the activities contemplated by this Agreement; and
- (h) that all information submitted to the Town by KDCL as set out in this Agreement is true, accurate and was prepared in good faith and to the best of its ability, skill and judgment.

8. GENERAL

8.1 No Agency

No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever amongst the Town and KDCL or between any Party and a Third Party.

8.2 Assignment

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

8.3 Counterpart Signature

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

8.4 Values and Ethics

No person employed by the Town, a member of Town Council, or a member of the Board of KDCL, shall derive a direct benefit from this Agreement unless it is mutually agreed to by the Parties.

8.5 Severability

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

8.6 Amendments

This Agreement can only be amended in writing by the Parties.

8.7 Notice Deemed Given

Any notice, information or document provided for under this Agreement may be delivered or sent by letter, postage or other charges prepaid and will be deemed to have been delivered on receipt. A Party may change the address below by notifying the other Party in writing.

Any notice to the Town must be sent to:

Town of Kentville
Attn: Chief Administrative Officer
354 Main Street
Kentville, NS B4N 1K6

Any notice to KDCL must be sent to:

Kentville Development Corporation Ltd.
Attn: President / Chairperson
Registered Office, as designated from time to time

Each Party may change the address that it has stipulated by notifying the other Party of the new address in writing.

8.8 Governing Law

This Agreement is governed by the laws applicable in the Province of Nova Scotia.

8.9 Successors

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

SIGNATURES

This Agreement has been executed on behalf of the Town of Kentville by the Chief Administrator Officer and the Mayor, and on behalf of the Kentville Development Corporation Ltd. by its President.

TOWN OF KENTVILLE

KENTVILLE DEVELOPMENT CORPORATION LTD.

Per:

Name: Sandra Snow
Title: Mayor

Name: Paul Dixon
Title: President, KDCL

Name: Dan Troke
Title: Chief Administrative Officer

SCHEDULE A – SERVICES

- 1) Managing and executing the activities identified in KDCL's long-term strategic plan
- 2) Creating and implementing communication, advocacy, and business retention programs so that KDCL may act as a conduit and representative for the Town's business community.
- 3) Aiding the Town in creating/planning better solutions for service delivery to local businesses.
- 4) Providing local area business marketing and promotion services.
- 5) Providing input to assist the Town in identifying priorities during the annual budget process.
- 6) Maintaining regular communications with the Town's Community Economic Development Coordinator and Chief Administrative Officer on the status of KDCL's activity plans.
- 7) Collaborating with the Town on specific projects when appropriate and requested.
- 8) Partner with the Town to collect baseline data to better position KDCL and the Town to capitalize on opportunities and mitigate challenges.
- 9) Maintain and keep current the website for KDCL.
- 10) Collaboration with other economic development agencies to compliment and not duplicate the Town's community economic development efforts

SCHEDULE C – REPORTING

As per provision within this Funding Agreement, KDCL agrees to permit one member of Council to attend board meetings (ex-officio) for the purposes of reporting to Town Council monthly.

Save as herein provided, an annual progress report must be submitted by KDCL to the Town by December 31st of each year. The introduction must provide a general description of major achievements accomplished by KDCL to date.

The annual progress report must include KDCL's strategic plan and board prepared and approved financial statements (annual and/or interim, as the case may be) relating to the preceding Fiscal Year.

The annual progress report shall also include the following:

1. Detailed summary information on KDCL's progress.
2. An update of qualitative and quantitative benefits along with results or successes achieved during the Fiscal Year.
3. Any areas of concern or risk and proposed mitigation strategies affecting the schedule, or the budget required by KDCL to undertake the Services.



TO: Council Advisory Committee

SUBMITTED BY: Deputy Mayor Cate Savage

DATE: September 13, 2021

SUBJECT: Investment Advisory Committee – Extension of Service

ORIGIN

The Investment Advisory Committee is appointed by Council to monitor the investment portfolio and investment activities for the funds invested from the sale of the Kentville Electric Commission. The Investment Committee uses the services of a professional investment manager/advisory, approved by Council to a four-year term, reviewed annually.

The current investment manager has completed their four-year term however the committee is proposing an extension to their service by one year.

DISCUSSION

The committee has been working on updating the investment policy (G26 Perpetual Fund Investment Policy) which will be reviewed and approved by the provincial department of Municipal Affairs. The draft policy was submitted to the government prior to the election, and now with a new provincial minister and staff, there is a delay in moving this policy forward.

POLICY IMPLICATIONS

None.

BUDGET IMPLICATION

None.

ATTACHMENTS

None.

RECOMMENDATIONS

That Council extend the term of the existing investment advisor by one year until November 2022.

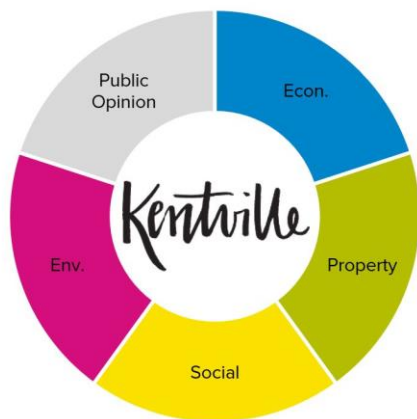


Figure 1 Town of Kentville Decision Wheel. Council members should consider impacts of this decision on areas of economic development, property, social, environment and public opinion.

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

BETWEEN:

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

(hereafter, “Kings”)

-and-

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

(hereafter, “Berwick”)

-and-

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

(hereafter, “Kentville”)

-and-

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

(hereafter, “Wolffville”)

(collectively, the “parties hereto”)

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

WHEREAS the PMUs executed the Kings Regional Emergency Services Agreement on 27 September 2006 to provide for a coordinated joint municipal response to an emergency occurring within any PMU;

WHEREAS a cooperative partnership has been established operating under the name Kings County Regional Emergency Management Organization (REMO) with a purpose to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the PMUs per Part III MGA and section 10 *Emergency Management Act* (EMA);

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

WHEREAS the parties hereto agree to appoint and purchase the services from one PMU who will serve as the Host Unit to provide management of the service, to ensure operational efficiency and accountability to the PMUs;

WHEREAS the PMUs agree that this regional initiative will include having a Regional Emergency Management Coordinator, who shall be an employee or contractor of the Host Unit, a Regional Emergency Management Advisory Committee (REMAC), comprising elected officials of each PMU, and a Regional Emergency Management Planning Committee (REMPC), comprising public sector staff and regional not-for-profit personnel;

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

DEFINITIONS

1. In this Agreement:

- (a) **CAO** means Chief Administrative Officer, and has the same meaning as in the MGA or successor legislation as may be enacted from time to time;
- (b) **Emergency Management Act (EMA)** means *Emergency Management Act*, S.N.S., 1990, c. 8, as amended;
- (c) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- (d) **Host Unit** means the PMU authorized by the parties hereto to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- (e) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;
- (f) **Participating Municipal Units** or **PMU** means, collectively, the parties hereto;
- (g) **Regional Emergency Management Advisory Committee (REMAC)** means the Mayors and one member of Council of each PMU;

- (h) **Regional Emergency Management Coordinator (REMC)** means the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;
- (i) **Regional Emergency Management Organization (REMO)** means the REMAC, the REMC and the REMPC, and is the municipal emergency management organization of the PMUs pursuant to s. 10 (1) (c) of the EMA;
- (j) **Regional Emergency Management Planning Committee (REMP)** means the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B; and
- (k) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs including Kings.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 27 September 2006 Regional Emergency Services Agreement and 12 March 2018 Intermunicipal Services Agreement.
3. The PMUs hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

DECLARING A STATE OF LOCAL EMERGENCY

4. In accordance with the EMA, a Council or Councils of the parties hereto may, when satisfied that an Emergency exists or may exist in all or any area of their Municipality, declare a State of Local Emergency.
5. If a Council(s) is unable to act promptly under section 15 of the Act, the Mayor or Mayors of those municipalities may declare a State of Local Emergency.
6. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to this Agreement, the Mayors shall authorize, pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead during the declared State of Local Emergency.
7. When the declared State of Local Emergency is exclusive to one of the parties hereto, that Mayor shall authorize pursuant to s. 15 (1) (b) of the Act, REMO to act in his or her stead under the declared State of Local Emergency.

8. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the PMU objects to the assignment of costs, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

9. An Emergency may be declared a State of Local Emergency by the Council or the Mayor of the parties hereto in accordance with the EMA regardless of whether the State of Local Emergency is wholly or in part specific to their municipality.
10. Per section 10 EMA, the parties hereto agree to form and maintain REMAC to advise on emergency management plans.
11. REMAC shall serve in a standing and advisory committee capacity to the PMUs and make joint recommendations to the respective Councils of the PMUs per section 24 MGA and section 10 EMA.
12. REMAC shall operate in accordance with terms of reference appended hereto as Schedule A.
13. REMAC shall have the authority to approve budget reallocations pursuant to Schedule C of this of this Agreement if the total budget is not exceeded and an allocation does not involve the acquisition of a tangible capital assets or long-term debt.
14. In accordance with s. 10 of the Act, the REMAC shall act in the stead of the parties' Emergency Advisory Committees. Similarly, a REMPC and REMC will act in place of the municipal committees and coordinators.
15. Each of the parties hereto shall appoint a municipal staff member to serve as a liaison between their respective municipality and the REMPC.

REMO GOVERNANCE

16. The parties hereto agree that enactment of REMO-related policies and by-laws shall be designed to be, to the extent possible, complementary policies and by-laws and require adoption of by each PMU pursuant to the MGA.

PROGRAM ADMINISTRATION

17. REMO shall be administered in accordance with Part II MGA. The Chief Administrative Officer of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement that without limitation include management of the REMC and administration of the REMO budgets and financial reporting.
18. The PMUs shall authorize a Host Unit to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight subject to other provisions herein.
19. The Host Unit will employ or contract a Regional Emergency Management Coordinator (REMC) responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the PMU CAOs, then to the Host Unit, and to the REMAC for review and approval.
20. The PMUs agree that the Town of Wolfville is the Host Unit pursuant to this Agreement for the first Fiscal Year of the Term, with any subsequent Host Unit appointment to occur by Special Resolution at the first REMAC meeting of each Fiscal Year.
21. The Host Unit shall:
 - (a) Procure goods and services, in accordance with the *Public Procurement Act*, 2011, c. 12;
 - (b) Provide accounting services and reports to the CAOs and to REMAC on a semi-annual basis that are in accordance with the Canadian Generally Accepted Accounting Principles, including financial variance reports of actual year-to-date expenditure relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the REMO budget;
 - (c) Convene a minimum of two meetings per year of the PMU CAOs to review work plans, progress reports, budgets, outcome reports, and financial statements prepared by the Host Unit and the REMC with such meetings to be held in advance of the applicable REMAC meetings; and
 - (d) Execute contracts, including, without limitation, equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

22. The Host Unit shall employ or contract the services of a REMC on a part-time basis in accordance with this Agreement. The REMC is an employee or contractor of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
23. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:
 - (a) development and implementation of a strategy that contemplates plans and operations of the PMUs;
 - (b) preparation of an annual work plan;
 - (c) preparation of an annual budget per the requisites in the Financial provisions herein;
 - (d) development and circulation of an annual outcome report; and
 - (e) Recommendation of policy and management procedures to REMAC and PMUs in consultation with Regional Emergency Management Planning Committee (REMPC) to ensure a state of preparedness for emergencies.
24. The REMC shall report to the CAO of the Host Unit or designate.
25. The Host Unit will provide office space for the REMC on a cost-recovery basis while the remaining PMUs will provide as-needed office space *gratis*.
26. The REMC shall develop and provide a work plan for review by the PMU CAOs and REMAC in January of each year and every six months thereafter, or more frequently as the PMUs may determine with a minimum of 30 days' notice to the REMC.

REGIONAL EMERGENCY PLANNING COMMITTEE

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

TERM AND TERMINATION

28. The term shall commence on the date of execution of this Agreement and end on 31 March 2021 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule D.

29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.
30. Upon termination of this Agreement, the current assets of the REMO are vested in the PMUs who are Parties to the Agreement at the time of termination and those PMUs are responsible for the liabilities of the REMO in proportion to their accumulated contributions to the REMO.

WITHDRAWAL

31. A PMU may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other PMUs a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
32. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
33. It is further agreed by the PMUs that the remaining PMUs shall not be financially responsible for costs incurred by a withdrawing PMU.

REMO ACTIVATION

34. REMO shall be activated by the Host Unit, at the request of any PMU, to increase the resources and scope of a municipal response, and the REMC shall initiate the response through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.
35. The regional ECC is a centralized coordination facility located within the Municipality of the County of Kings Municipal Complex at 181 Coldbrook Village Park Drive.
36. REMO may operate, maintain and manage physical facilities for emergency responses at the scene and at the ECC.
37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization (NSEMO) is informed of any activation of REMO.

REMO OPERATION

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the CAOs and NSEMO informed.
39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

FINANCIAL – REMO OPERATIONS

40. Allocation of budgeted costs per Schedule C of this Agreement shall be made in accordance with Schedule D hereto with said Schedules forming part of this Agreement.
41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule D at the start and mid-point of each Fiscal Year.
42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the PMU CAOs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year. For the 2020-21 Fiscal Year the budget is attached as Schedule “C”, and year-over-year increases shall be to a maximum of Consumer Price Index (CPI) as published in December of each year by Statistics Canada for Nova Scotia (all goods being included).
43. In the event any PMU objects to a change to the budget allocation or an increase that exceeds CPI (Objecting PMU), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.
44. Upon approval, the budget shall be provided to the CAO of each PMU.
45. Annual surpluses incurred shall be refunded to the PMUs based on each PMU contribution to the budget.
46. Budget overages will require prior approval of all PMUs.
47. Deficits incurred are to be added to the funding commitments assessed to the PMUs succeeding Fiscal Year.

FINANCIAL – EMERGENCY EVENTS

48. Any PMU may request resources from the other parties as required, to be provided at cost to the requesting PMU.
49. Fire response shall continue to be delivered and cost-shared in accordance with the terms of the Kings County Mutual Aid Agreement.
50. Where an emergency event does not involve all PMUs and any PMU objects to the application of the operating cost-sharing formula in Schedule D, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of this Agreement shall govern.

INSURANCE

51. In the event services are provided by a Host Unit employee, all remaining PMUs shall be named as additional insureds on the Host Unit's general liability insurance policy in the amount of \$5,000,000.
52. In the event the Host Unit provides services through a third-party services contract, the contractor shall insure each of the PMUs by policy in the amount of \$5,000,000.

DISPUTE RESOLUTION

53. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any PMU may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA) . The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

NOTICE

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

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

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

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

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

APPLICABLE LAW

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

SEVERABILITY

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

WAIVERS AND AMENDMENTS

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

RELATIONSHIP OF PARTIES

58. The PMUs intend that the parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

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

EXECUTION

60. This Agreement may be executed by facsimile and in counterpart, and without limiting the foregoing, operates in accordance with the Term and Termination provisions herein.

TIME

61. Time shall in all respects be of the essence in the Agreement.

[remainder of page left intentionally blank signature pages follow]

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

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

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

MUNICIPALITY OF THE COUNTY OF KINGS

Mayor

Chief Administrative Officer

WITNESS

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

TOWN OF BERWICK

Mayor

Chief Administrative Officer

WITNESS

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

TOWN OF KENTVILLE

WITNESS

Mayor

Chief Administrative Officer

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

TOWN OF WOLFVILLE

WITNESS

Mayor

Chief Administrative Officer

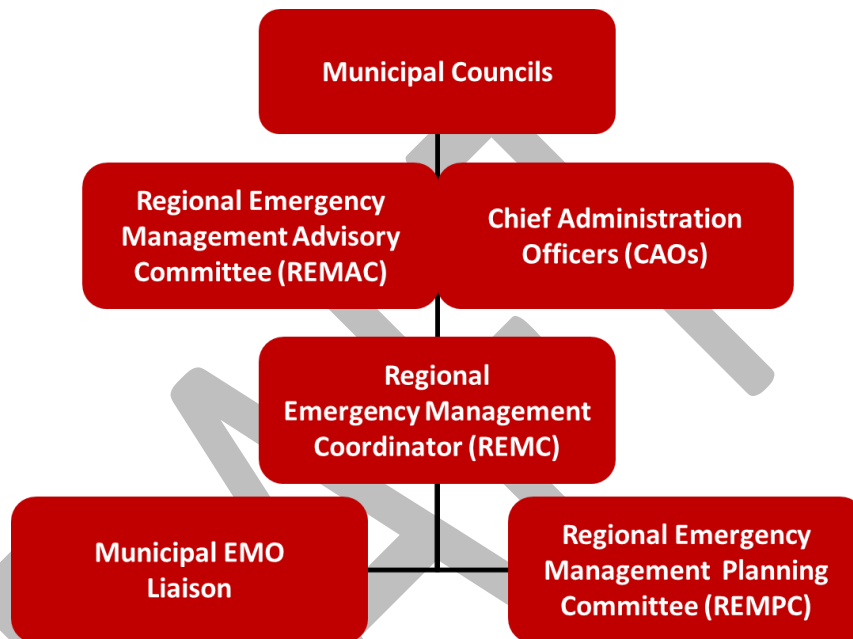
SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)

Committee	REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)
Background	Under s. 10(1)(d) of the <i>Nova Scotia Emergency Management Act</i> , municipalities are required to “ <i>appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans</i> ”.
Mandate	Direct and oversee the development of the Regional Emergency Management Plans (REMPs) and briefing Council(s) on same.
Duties and Responsibilities	<ul style="list-style-type: none">• Exercise all powers necessary as conferred by the <i>Provincial Emergency Management Act</i> once a declaration has been made• If required, renew the State of Local Emergency declaration every seven (7) days• Authorize the expenditure of municipal funds• Advise and continually update Municipal Councils on the current emergency situation• When safe and appropriate, visit the emergency site(s)• When and if required, and in conjunction with the Public Information Officer, brief the media• When and if necessary, through the Public Information Officer, inform the public of significant developments occurring• Ensure that appropriate information is passed to Provincial Authorities• Provide oversight of the Regional Emergency Management Work Plan• To approve plan amendments proposed by the Regional Emergency Management Planning Committee (REMPC)
Committee Chair	The Chair of the Kings County Regional Emergency Management Advisory Committee (REMAC) shall be determined by the Committee at the first meeting of each calendar year.
Composition and Terms of Service	<ul style="list-style-type: none">• The Regional Emergency Management Advisory Committee shall be comprised of two (2) members of the Councils participating in the Intermunicipal Services Agreement

Schedule of Meetings

- The Municipal Council representatives on the REMAC shall be appointed for two-year terms of office with said terms/dates being set to align with the dates of general municipal elections.
- The Regional Emergency Management Advisory Committee shall meet not less than quarterly (4 times per year).

Committee Structure



The Regional Emergency Management Coordinator (REMC) shall attend in an *ex officio* capacity, and pursuant to s. 31(2)(a) *Municipal Government Act*, CAOs may attend and make observations and suggestions.

The Committee shall advertise and convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

Meeting Quorum

- Meeting Quorum shall be 50% plus 1 of the elected members.

Agenda Items and Minutes

- Administrative support (Recording Secretary) shall be provided by the municipality of the Chairperson
- All Agenda items must be forwarded to the Recording Secretary within ten (10) working days of the next scheduled meeting.

**Review of
Terms of
Reference**

- The Agenda with related documents will be made available to the Committee members three (3) working days prior to a scheduled meeting
- The meeting Minutes will be made available within ten (10) working days of the meeting

The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

DRAFT

SCHEDULE B
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)

Committee	REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)
Background	<p>A cooperative partnership has been established operating under the name of Kings County Regional Emergency Management Operation (REMO). The purpose of REMO is to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Municipality of the County of Kings and the Towns of Wolfville, Kentville, and Berwick (the participating municipal units). The Kings County REMO has been formed pursuant to s. 10(1)(b) of the <u>Nova Scotia Emergency Management Act</u>, and through an Intermunicipal Services Agreement enabled under s. 60 <i>Municipal Government Act</i>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee (REMP) should be formed to provide advice and guidance relative to emergency planning.</p> <p>Kings County comprises a land area of 2,126.71 km², with a total population of 60,600 and a population density of 28.5/km² (as of the 2016 Census of Population conducted by <u>Statistics Canada</u>) – see <u>Annex A, Kings County Map</u>.</p> <p>Kings County is a dynamic industrial, agricultural, commercial, residential community that has the potential to be affected by a number of natural and man-made disasters or emergencies.</p> <p>Disasters and major emergencies can present challenges for Kings County. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the County’s chances of an effective response and organized recovery from the emergency.</p>

Mandate

The role of the Regional Emergency Management Planning Committee is to:

- provide interactive communication among affected parties and municipal staff on matters of Emergency Management;
- promote education, integration and training as necessary; and
- when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).

Duties and Responsibilities

- Contribute to the identification of risks arising from emergencies in Kings County;
- Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Kings County;
- Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the County of Kings Regional Emergency Management Coordinator);
- As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects;
- Support the development of Plans to address emergencies based on existing and emerging hazards;
- Contribute to testing components of the REMP through the development and participation in emergency exercises; and
- Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans

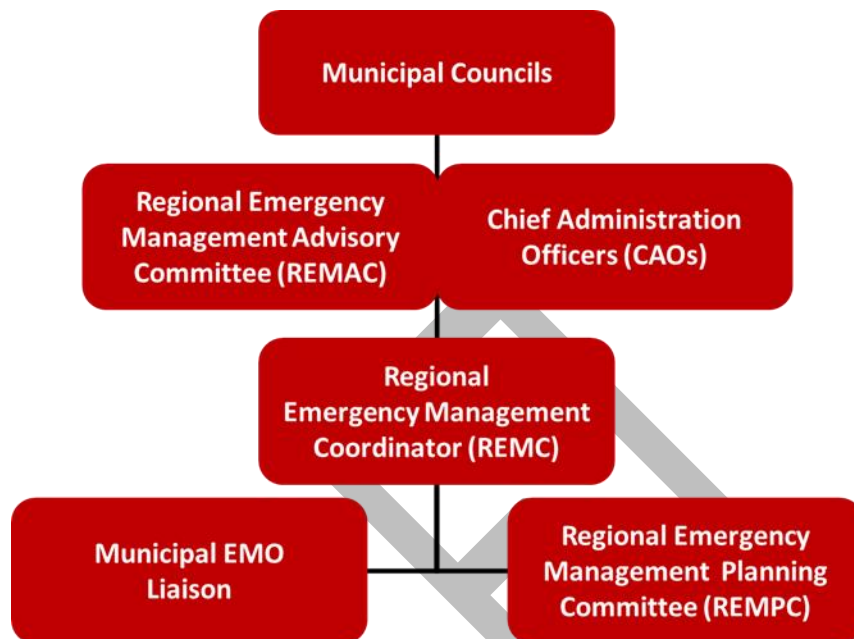
Committee Chair

The Chair of the Kings County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).

Schedule of Meetings

- Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives.
- After a major emergency or incident that required the use of the REMP, or organizational changes.
- After significant amendments have been made to the REMP through review or legislative changes.
- Upon identification of a new risk or hazard.

Committee Structure and Membership



The Committee shall convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

The standing members of the Committee shall be comprised of persons representing the following organizations and departments:

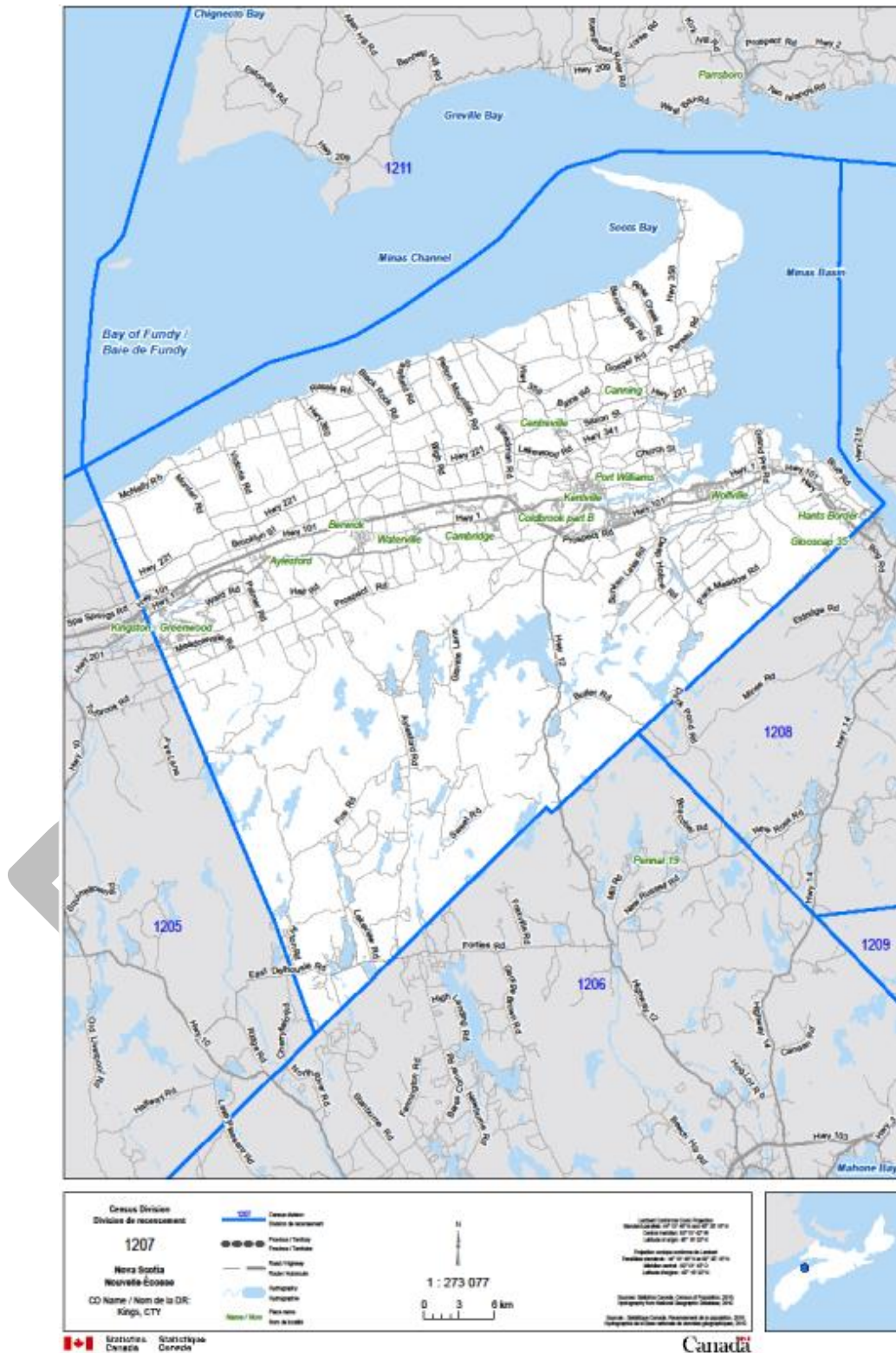
- Regional Emergency Management Coordinator (REMC)
- Alternate REMC
- Finance & Corporate Services
- Engineering
- Community Planning
- Parks and Recreation
- Fire Service
- Police Service
- Emergency Social Services
- Health Services
- Transportation Services
- Annapolis Valley Regional School Board
- Amateur Radio Group
- Ground Search and Rescue

On an adhoc basis, representatives from the following organizations and agencies may be requested to attend specific meetings:

- Provincial agencies

	<ul style="list-style-type: none"> • Utilities • Community Groups • Volunteer Organizations • Neighbouring jurisdictions • Business and Industry • Mutual aid partners
Meeting Quorum	Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.
Agenda Items and Minutes	<ul style="list-style-type: none"> • All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting. • The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting. • The meeting Minutes will be made available within ten (10) working days of the meeting.
Review of Terms of Reference	The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

Annex A – Kings County Map



SCHEDULE C
ANNUAL REMO BUDGET

Wages	\$ 50,000
Benefits	8,000
Office, communications, printing	9,000
Travel	5,000
Program development and legal	8,000
	<u>\$ 80,000</u>

SCHEDULE D
REMO SHARING FORMULA

Municipal Unit:		Kings	Berwick	Kentville	Wolfville	Total
REMO Budget (Schedule C)	\$ 80,000					
Equal shares	30%	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 24,000
Population and Uniform Assessment	70%	43,338	2,046	5,838	4,778	56,000
	100%	\$ 49,338	\$ 8,046	\$ 11,838	\$ 10,778	\$ 80,000
Unit % of total		62%	10%	15%	13%	100%
Related Data:						
		UA	UA %	Pop	Pop %	Combined % (applied to 70% share)
Kings		3,562,881,949	76%	47,404	79%	77%
Berwick		147,196,578	3%	2,509	4%	4%
Kentville		488,850,683	10%	6,271	10%	10%
Wolfville		475,487,658	10%	4,159	7%	9%
		4,674,416,868	100%	60,343	100%	100%

September 13, 2021

Councillor
Name

354 Main Street
Kentville, NS
B4N 1K6

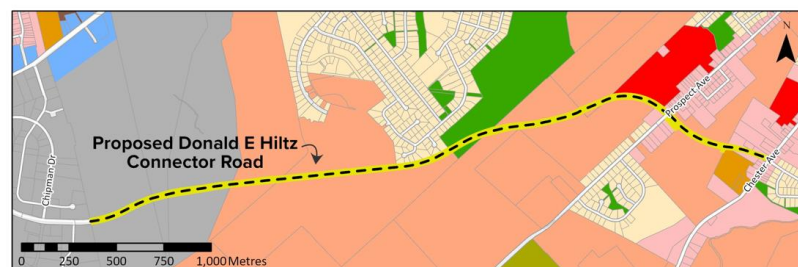
RE: Donald Hiltz, Kentville Connector

Background:

Typically, in early fall the province calls for submissions under its various infrastructure programs and grants. For the last number of years funding under a Federal Provincial Initiative – Investing in Canada Infrastructure Program (ICIP) has provided small towns with matching dollars to investigate and commence larger infrastructure initiatives.

For a number of years the Town has considered the Donald Hiltz (Kentville) Connector as a major infrastructure project which would create a second artery from east to west in the Town. Currently a rough roadway with a water line runs along this route.

This connector would increase opportunities for commercial and residential development on currently inaccessible lands. Below are two drawings identifying the proposed route for consideration. (Donald Hiltz to Prospect/ Chester).



Process:

The province calls for submissions under the ICIP based on phases or full construction of a project. Economic benefits, costing and timing are typically outlined.

Recommendations:

The Town of Kentville consider submitting under the ICIP a staged proposal:

1. Internally enhance resources or acquire third-party technical resources to create a report outlining design of a connector (road, active transportation, water, sewer and storm water), build process (east to west etc), limitations and costing for project,
2. Acquire maximum federal/ provincial funding to construct, and issue tender documents,
3. Construction of the connector.

This would be a multiyear build. At this point staff are looking for councils' approval to proceed in principle with staff submitting a proposal request to an expected call for submissions from the province.

Staff recommend at a minimum, the technical work be done to articulate and cost such a connector.

Submitted to council for consideration.

Dan Troke, CAO
Town of Kentville



Chief Administrative Officer
Dan Troke
354 Main Street
Kentville, NS
B4N 1K6

dtroke@kentville.ca

September 13, 2021

RE: September 30 National Day for Truth and
Reconciliation

The Government of Canada and the Province of Nova Scotia have formally designated September 30 as a public holiday. National Day for Truth and Reconciliation will be observed to honour First Nations, Inuit and Métis survivors and their families and communities, and ensure the public commemoration of their history and the legacy of residential schools.

2021 marks the first year that this day will be marked in Canada. It is recommended that the Town of Kentville will honour First Nations, Inuit and Métis survivors and their families and communities on this day henceforth as a recognized holiday for the Town.

On this day, Kentville will offer resources and events to share knowledge and understanding about Truth and Reconciliation. The purpose of these activities is to bring Indigenous and non-Indigenous people together through awareness, compassion and understanding.

Respectfully,

Chief Administrative Officer, Dan Troke



Mayor
Sandra Snow
354 Main Street
Kentville, NS
B4N 1K6

902-679-2502
902-599-1317 (C)
ssnow@kentville.ca

8 September 2021

RE: Absence from Council Meeting September 27, 2021

MIT REAP Conference - Halifax

1. I am a member of the Annapolis Valley MIT Regional Economic Acceleration Program (REAP Team).
2. Due to COVID, all training and meetings have been held via ZOOM. The MIT REAP Nova Scotia five teams will be meeting in Halifax for a conference and two day training event beginning Monday September 27 until Wednesday September 29th.
3. I regret due to conference attendance; I am unavailable to attend the September 27th Council Meeting. The meeting chair is delegated to Deputy Mayor Savage.

Respectfully Submitted

Sandra Snow, Mayor
Town of Kentville