



TOWN OF KENTVILLE COUNCIL

September 27, 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 meeting minutes, July 26, 2021
 - (b) Special Council Meeting Minutes, August 25, 2021
 - (c) Public Hearing Minutes, September 15, 2021
- 4. BUSINESS ARISING FROM THE MINUTES / OLD BUSINESS**
 - (a) Second Reading – Municipal Planning Strategy and Land Use Bylaw Amendments
- 5. RECOMMENDATIONS AND REPORTS**
 - (a) Council Advisory Committee – Councillor Cathy Maxwell
 - (1) Temporary Borrowing Resolution – Capital Projects
 - (2) Temporary Borrowing Resolution – Sanitary Sewers
 - (3) Valley Waste Guarantee Resolution
 - (4) Kentville Business Community – Funding Agreement
 - (5) Kentville Police Service – Chief Officer
 - (6) Kentville Investment Committee
 - (7) Kings Regional Emergency Management Organization – Intermunicipal Service Agreement
 - (8) Capital Grant Request
 - (9) National Day for Truth and Reconciliation
 - (b) Councillors’ and Mayor Reports
 - (1) Councillor Gerrard
 - a. Board of Police Commissioners
 - b. Joint Fire Services Committee
 - c. Valley Waste Resource Management Authority
 - (2) Councillor Huntley
 - a. Accessibility Committee
 - b. Kings Regional Transit Authority
 - c. Diversity Kings

- d. Kings Point to Point
- e. Partners for Climate Progress
- (3) Councillor Maxwell
 - a. Accessibility Committee
 - b. Annapolis Valley Trails Coalition
- (4) Deputy Mayor Savage
 - a. Kings Regional Sewer
 - b. Investment Advisory Committee
 - c. Kentville Business Community
- (5) Councillor Yorke
 - a. Board of Police Commissioners
 - b. Annapolis Valley Regional Library
 - c. Kings County Academy Parent Teacher Association
- (6) Councillor Zebian

(c) Mayor Sandra Snow

- a. Kings Regional Emergency Management Organization
- b. Source Water Protection Advisory Committee
- c. Water Commission
- d. Valley Regional Enterprise Network, Liaison and Oversight Committee
- e. Audit Committee

6. NEW BUSINESS

- (a) None

7. CORRESPONDENCE

- (a) None

8. PUBLIC COMMENTS

9. IN CAMERA

- (a) None

10. ADJOURNMENT

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TOWN OF KENTVILLE COUNCIL MEETING

Meeting Minutes: July 26, 2021

Town Hall, 354 Main Street, Kentville Nova Scotia

This meeting was held in Council Chambers and was livestreamed on Facebook using Zoom. The meeting was posted to YouTube with closed captioning after the meeting.

Town Hall was closed to the public. Council voted by poll.

1. CALL TO ORDER AND ROLL CALL

Mayor Sandra Snow called the meeting to order at 6:00 p.m.

PRESENT

Chief Administrative Officer (CAO) Dan Troke reported that all members of Council were present: Mayor Sandra Snow, Councillor Craig Gerrard, Councillor Paula Huntley, Councillor Cathy Maxwell, Councillor Cate Savage and Councillor Gillian Yorke and Councillor Andrew Zebian.

Staff in attendance included Chief Administrative Officer Dan Troke, and Solicitor Geoff Muttart, IT Manager Jason Bethune (remotely) and Recording Secretary Jennifer West.

REGRETS

None.

DECLARATIONS OF CONFLICT OF INTEREST

None.

Note: "Points from Discussion" below show various comments made by individual councillors during debate. They do not necessarily represent the opinion of the group, nor do they always reflect accurate information.

2. APPROVAL OF THE AGENDA

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

That the agenda of July 26, 2021 be approved with the following addition:

- **6.b "Kelly Rice Letter"**

Discussion

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Pending Approval
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- CAO Troke outlines several reasons why this letter cannot be discussed in a public session.
- Several Councillors and the Solicitor suggest that should council decide to add this to the agenda, it is recommended to discuss the issue in camera.

It was moved by Councillor Andrew Zebian and seconded by Councillor Cathy Maxwell

That the “Kelly Rice Letter” be added to the agenda.

MOTION DEFEATED

Councillors who voted in favour of this motion:

Maxwell and Zebian

Councillors who voted against this motion:

Huntley, Gerrard, Savage, Snow, and Yorke

3. APPROVAL OF THE MINUTES

- (a) Council meeting held on June 28, 2021.

It was moved that the minutes of the Council meeting on June 28, 2021 be approved.

MOTION CARRIED

- (b) Special Council meeting held on July 12, 2021.

It was moved that the minutes of the Council meeting on July 12, 2021 be approved.

MOTION CARRIED

4. BUSINESS ARISING FROM THE MINUTES / OLD BUSINESS

(a) Kings Regional Management Organization Bylaw – Second Reading

Mayor Snow reviewed the proposed Kings REMO bylaw which updates the operations and administration of this organization.

It was moved by Councillor Craig Gerrard and seconded by Councillor Cathy Maxwell

That Council approve second reading of the Kings Regional Emergency Management Bylaw.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

(Councillor Zebian’s vote was recorded verbally as a yes)

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5. RECOMMENDATIONS AND REPORTS

(a) Council Advisory Committee Reports

(1) Municipal Planning Strategy and Land Use Bylaw Amendment

Mayor Snow reviewed the housekeeping/administrative updates to the MPS and LUB, as well as the changes to the commercial zoning.

Report available.

- Discussion
 - Concerns about the remaining highway access to potential C2 buildings and fiscal responsibility about changing this zoning.
 - Solicitor comments, that the concerns by Council at this time should be discussed after the public hearing.
 - Request that the CAO speak about housing opportunities, however the Solicitor suggested that information be discussed after the public hearing.

It was moved by Deputy Mayor Cate Savage and seconded by Councillor Yorke

That Council approve First Reading of the Municipal Planning Strategy and Land Use Bylaw amendment to adopt the various housekeeping items.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

(Deputy Mayor Savage's vote was verbally recorded as a yes)

It was moved by Councillor Paula Huntley and seconded by Councillor Craig Gerrard

That Council approve First Reading of the Municipal Planning Strategy and Land Use Bylaw amendment to allow Multi-Residential Development within the Highway Commercial in the (C-2) Zone with a commercial component on the ground floor to include all (C-1) permitted commercial uses within the (C-2) Zone.

MOTION CARRIED

Councillors who voted in favour of this motion:

Huntley, Gerrard, Savage, Snow, Yorke and Zebian

Councillors who voted against this motion:

Maxwell

(Councillor Zebian indicated that he voted against this motion)

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(2) Kentville Inclusion and Access Advisory Committee

Mayor Snow reviewed the proposed terms of reference for the Inclusion and Access Advisory Committee, Standing Committee of Council.

Report available for more information.

- Discussion
 - Congratulation to committee for their efforts, and for the support by staff.

It was moved by Councillor Paula Huntley and seconded by Deputy Mayor Cate Savage

That Council approve the creation of the Kentville Access and Inclusion Advisory Committee as a standing committee of Council.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

(b) Councillors' and Mayor's Reports

(1) Councillor Craig Gerrard

Mayor Snow received Councillor Gerrard's report on his activities over the past month. Highlights included police chief interviews, police commission meeting regarding budgets, Department of Justice representative on the Police Commission.

- Discussion
 - Does the Police Commission receive applications for their representative? Encourage residents to consider this position.
 - Discussion around possible Town Hall Style meetings for police commission meetings.

Report available for more information.

(2) Councillor Paula Huntley

Mayor Snow received Councillor Huntley's report on her activities over the past month. Highlights included Kings Transit recruitment, Kings Point to Point business plan, Accessibility Committee strategic planning workshop, welcoming of Landyn on his walk, Kentville mural festival, Active Transportation funding proposal, and a meeting with the Physician Community Navigator.

Report available for more information.

(3) Councillor Cathy Maxwell

Mayor Snow received Councillor Maxwell's report on her activities over the past month. Highlights included recipients of the Kentville student bursary Cameron

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Oickle, Emma Taylor, Michael Hatt, and Kaisa Rane-Thorson, CAO evaluation, Accessibility Committee strategic workshop, Landyn's Walk, and the mural festival.

- Discussion
 - There will be an event for student bursary's on July 28 in Centre Square.
 - Is this bursary limited to students finishing high school? Yes.

Report available for more information.

(4) Deputy Mayor Cate Savage

Mayor Snow received Councillor Savage's report on her activities over the past month. Highlights included investment advisory committee, audit committee reporting, Kentville Business Community board meeting, the Kentville mural festival, Kings Regional Emergency Management Organization, Kentville sewer committee, Landyn Toney's walk, and the special council meeting.

Report available for more information.

(5) Councillor Gillian Yorke

Mayor Snow received Councillor Yorke's report on her activities over the past month. Highlights included Annapolis Valley Regional Library, Landyn Toney's walk, sweetgrass planting in Miners Marsh, and police chief interviews.

Report available for more information.

(6) Councillor Andrew Zebian

Mayor Snow received Councillor Zebian's report on his activities over the past month. Highlights included Landyn's walk and meeting with CAO Troke and Mayor Snow regarding the Rice letter. Councillor Zebian read a statement describing this meeting.

Point of Order from Deputy Mayor Savage regarding a comment made by Councillor Zebian about Mayor Snow.

Report available for more information.

(c) Mayor Sandra Snow

Mayor Snow submitted her report on her activities over the past month. Highlights included audit committee, funding available for Covid, Nova Scotia Federation of Municipalities (NSFM) election, NSFM board meeting, Kings Regional Emergency Management Advisory Committee, funding announcement for active transportation, sweetgrass planting in Miners Marsh, Junior Entrepreneurship camp, audit committee, Kings Regional Management Organization, Valley Waste Management, meeting with green party candidate Doug Hickman.

- Discussion

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- Discussion about affordable housing in Kentville.
- Discussion around tourism funds with Atlantic Canada Opportunity Agency and the Stars Program.

Report available for more information.

RECOMMENDATION TO COUNCIL

It was moved

That the reports from Council and the Mayor be accepted as presented.

MOTION CARRIED

6. NEW BUSINESS

(a) African Nova Scotia Association Proclamation

Mayor Snow described the history of Emancipation Day on August 1. Kentville will recognize this day in August.

- Discussion
 - Is it possible to update the flag policy in Kentville to make space for other cultures and communities? Yes this policy needs to be reviewed and updated.

7. CORRESPONDENCE

(a) None.

8. PUBLIC COMMENTS

(a) Kim Kehoe

A letter emailed to the Recording Secretary during the meeting was read into the public record as a public comment. The letter outlined concerns about the “Kelly Rice letter” released to Frank Magazine about Council conduct and the work environment in Town Hall.

Email available.

9. IN CAMERA, PERSONNEL AND LEGAL

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

That Council move into a closed session at 7:04 pm to discuss confidential matters.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

It was moved by Councillor Cathy Maxwell and seconded by Councillor Gillian Yorke

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Pending Approval

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That Council return to open session at 9:35 pm.

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 Cathy Maxwell

That the July 26, 2021 meeting of Council be adjourned at 9:35 p.m.

MOTION CARRIED

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TOWN OF KENTVILLE

SPECIAL COUNCIL MEETING

Meeting Minutes: August 25, 2021

Town Hall, 354 Main Street, Kentville Nova Scotia

This meeting was held in Council Chambers. Town Hall was closed to the public. Council voted by poll.

1. CALL TO ORDER AND ROLL CALL

Mayor Sandra Snow called the meeting to order at 6:00 p.m.

PRESENT

Chief Administrative Officer (CAO) Dan Troke reported that all members of Council were present: Mayor Sandra Snow, Councillor Craig Gerrard, Councillor Paula Huntley, Councillor Cathy Maxwell, Councillor Cate Savage and Councillor Gillian Yorke and Councillor Andrew Zebian.

Staff in attendance included Chief Administrative Officer Dan Troke, and Solicitor Geoff Muttart (6:05pm).

REGRETS

None.

DECLARATIONS OF CONFLICT OF INTEREST

None.

Note: "Points from Discussion" below show various comments made by individual councillors during debate. They do not necessarily represent the opinion of the group, nor do they always reflect accurate information.

2. APPROVAL OF THE AGENDA

It was moved by Councillor Paula Huntley and seconded by Councillor Gillian Yorke

That the agenda of August 25, 2021 be approved with the following addition:

- e. Personnel

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3. IN CAMERA

It was moved by Councillor Yorke and seconded by Councillor Maxwell

That Council move into a closed session at 6:02 pm to discuss confidential matters.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

It was moved by Councillor Yorke and seconded by Councillor Huntley

That Council return to open session at 8:23 pm

MOTION CARRIED

Councillors who voted in favour of this motion:

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

4. NEW BUSINESS

Direction to CAO

It was moved by Deputy Mayor Savage and seconded by Councillor Huntley

That Council direct the CAO to continue the work on legal, property and personnel matters as discussed in camera.

MOTION CARRIED

Councillors who voted in favour of this motion:

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

5. ADJOURNMENT

It was moved by Councillor Yorke

That Council adjourn the August 25, 2021 Special Meeting of Council.

MOTION CARRIED

Adjournment at 8:25 pm.

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TOWN OF KENTVILLE PUBLIC HEARING MEETING Meeting Minutes: September 15, 2021

- 1. MAYOR OPENS THE PUBLIC HEARING**
- 2. OVERVIEW OF PROPOSAL/AMENDMENT(S)**
- 3. COMMENTS FROM THE PUBLIC ON THE PROPOSAL**
 - a) Phone-In attendees (on-line through Zoom)

Andrew Amos, Hampton Green (Stonemont Senior Living), Cole Harbour.

- Suggests that the mandatory ground floor commercial use requirement for assisted living facilities be left at the developer's discretion. The residents in the assisted living facilities are vulnerable persons and the potential intermingling of those residents with the public is counterintuitive with their model.
- Very few of their residents drive therefore under their model they only require 0.3 parking spaces per resident, this includes parking for the various staff in the facility.

Krista Lang, West Main Street Kentville.

- Ms. Lang is familiar with the Land Use Bylaw- she volunteered on the original review committee and feels that by making these changes her time on the committee is not very valued.
- Concern with allowing people of a vulnerable nature who live in assisted living facilities to live in an area of high traffic flow. Many of these vulnerable people can get confused and could be a danger to themselves, especially in the high traffic 70 KM zone.
- People who are needing or requiring an assisted living facility should be in an area with sidewalks. The industrial park does not have sidewalks and has a large volume of heavy industrial trucks.
- Some residents do still drive and will add to the traffic congestion, and the questions whether the Industrial Park is the best place for an assisted living facility.

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- Congratulates Council and Economic Development who have done a wonderful job at developing the Industrial Park and would really like to see it stay an industrial park and not mix it up with residential development.
- Would not want to see the same situation as there is on West Main Street with Robinson Oil mixed in with residential. That's why Superior Propane had to move to the industrial park before the school could be built.

b) Zoom attendees' submissions (using Q&A function)

None.

c) Written submissions submitted by September 13, 2021 4:30 PM

None.

d) Other email submissions

None.

4. MEETING ADJOURNED AT 6:42 pm.



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Temporary Borrowing Resolution – Capital Projects

At the September 13, 2021 meeting of Council Advisory Committee, Director Deb Crowell presented her report describing the temporary borrowing resolution relating to the Town's 2021-2022 capital program in the amount of \$1,064,100.

Council Advisory Committee recommends

That Council approve the attached temporary borrowing resolution to borrow under TBR 21/22 - Town \$1,064,100 for various-purpose capital projects at the September 27, 2021 meeting.



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-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



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Temporary Borrowing Resolution – Sanitary Sewers

At the September 13, 2021 meeting of Council Advisory Committee, Director Deb Crowell presented her report describing the temporary borrowing resolution relating to the Town's 2021-2022 sanitary sewer area capital program in the amount of \$235,000.

Council Advisory Committee recommends

That Council approve the attached temporary borrowing resolution to borrow under TBR 21/22 Sanitary Sewer – Burke Subdivision \$235,000 for Sanitary Sewer – Burke Subdivision capital project at the September 27, 2021 meeting.



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



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Valley Waste Guarantee Resolution

At the September 13, 2021 meeting of Council Advisory Committee, Director Deb Crowell presented her report to request authorization of a guarantee resolution to support Valley Waste's Temporary Borrowing Resolution for its approved 2021/2022 capital program.

Council Advisory Committee recommends

That Council approve the attached Guarantee Resolution for Kentville to support the Valley Waste's Temporary Borrowing Resolution for its approved 21/22 capital program. Kentville's share of the TBR is 10.05% or \$95,550 at the September 27, 2021 meeting.



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 SOLD 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



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Kentville Business Community Funding Agreement

At the September 13, 2021 meeting of Council Advisory Committee, CAO Dan Troke shared with Council the proposed funding agreement for the Kentville Business Community to continue their work supporting downtown businesses.

Council Advisory Committee recommends

That Council approve the KDCL/KBC Funding Contribution Agreement which expires on 31 March 2022.

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; an
- 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.



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Kentville Police Service – Chief Officer

At the September 13, 2021 meeting of Council Advisory Committee, Police Commission Chair Craig Gerrard announced that James Butler is the proposed Acting Police Chief for the Kentville Police Service.

Council Advisory Committee recommends

That Council approve the appointment of Mr. James Butler as the Chief Officer of the Kentville Police Service on a three-year contract beginning on October 13, 2021.



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Kentville Investment Committee

At the September 13, 2021 meeting of Council Advisory Committee, Investment Advisory Committee Chair Cate Savage reported to Council that the Investment Advisory Committee has been working on a revised policy statement with the investment manager. The proposed policy revision is delayed with the change of provincial government staff.

Council Advisory Committee recommends

That Council extend the current investment manager contract by one year to expire in November 2022.



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.



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Kings Regional Emergency Management Organization - Intermunicipal Service Agreement

At the September 13, 2021 meeting of Council Advisory Committee, CAO Dan Troke shared with Council the proposed intermunicipal service agreement for the Kings Regional Emergency Management Organization to continue their work supporting emergency preparedness and response.

Council Advisory Committee recommends

That Council approve an Intermunicipal Services Agreement (IMSA) with the Town of Berwick, and Wolfville and the Municipality of the County of Kings for the provision of Regional Emergency Management Organization Services;

and further

To approve allocation of funds based on the REMO sharing formula, Kentville's share represents 15% of the current \$80,000 REMO budget.

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 (REMPC)** 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 (REMP) 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 (REMP) 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]

DRAFT

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

WITNESS

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Mayor

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Chief Administrative Officer

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

TOWN OF BERWICK

WITNESS

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Mayor

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Chief Administrative Officer

**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

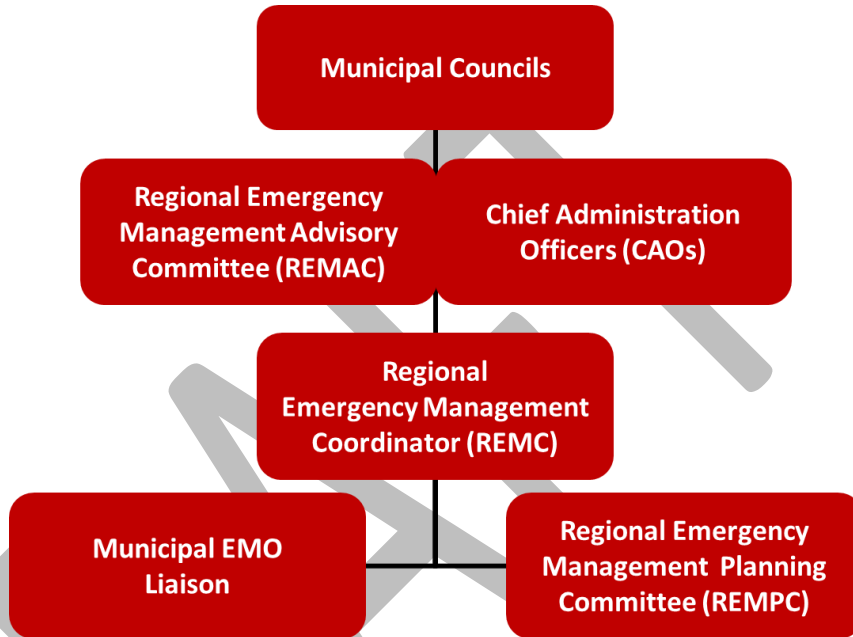
SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)

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

- 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**

- 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.

DRAFT

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
	\$ 80,000

DRAFT

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%



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

Capital Grant Request

At the September 13, 2021 meeting of Council Advisory Committee, CAO Dan Troke shared with Council the proposed “Investing in Infrastructure” federal grant to support the expansion of the Kentville Connector, from the Donald E Hiltz Connector Road.

Council Advisory Committee recommends

That Council approve in principle for staff to submit a proposal request to the expected call for submission by the Province.

September 13, 2021

Councillor
Name

354 Main Street
Kentville, NS
B4N 1K6

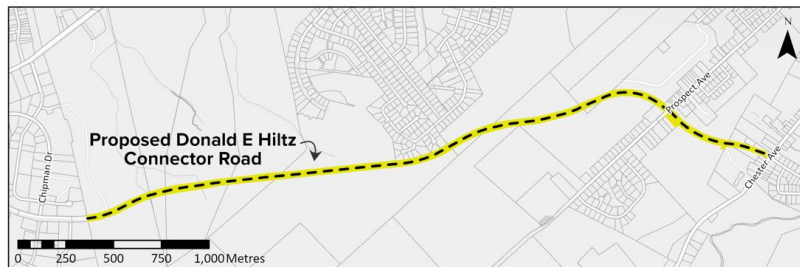
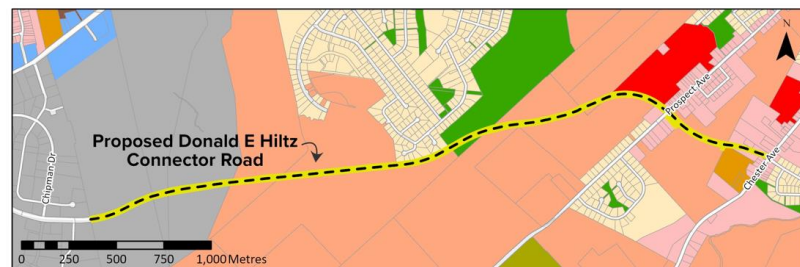
RE: Donald Hiltz, Kentville Connector

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



COUNCIL ADVISORY COMMITTEE

Recommendation to Council

National Day for Truth and Reconciliation

At the September 13, 2021 meeting of Council Advisory Committee, CAO Dan Troke reported that Kentville strongly supports the National Day for Truth and Reconciliation and will close Town Hall on that day. The Town will offer resources and events to bring Indigenous and Non-Indigenous people together through awareness, compassion and understanding.

Council Advisory Committee recommends

That Council approve that the Town of Kentville will honour First Nations, Inuit and Métis survivors and their families and communities on September 30th as a recognized holiday for the Town.



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

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Craig Gerrard

Date: September 23, 2021

Date of Last Council Meeting Attended: July 26, 2021

Date of Last Council Advisory Meeting Attended: September 13, 2021

Date of Last Governance Session Attended:

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
August 5, 2021	NSAPG Executive	Commission training
August 6, 2021	Nova Scotia Policing Standards	
August 31, 2021	NSAPG Board	
September 15, 2021	LUB MPS hearing	
September 17, 2021	Met with incoming police Chief Jim Butler	Re: upcoming meetings
September 20, 2021	Grants to organizations	
September 23, 2021	Evaluation committee review	
September 23, 2021	JFSD	

Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
September 1, 2021	Chief's Retirement	

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Conference Attendance and Synopsis

Date	Conference	Synopsis

COMMITTEE MEETING SYNOPSIS – COMPLETED BY COMMITTEE REPRESENTATIVE ONLY

Detail	Synopsis		
Committee Name		Meeting Date:	
Meeting Highlights:			
Budget:			
New Projects:			
Policy Changes:			

Misc Events

Date	Synopsis

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Andrew Zebian

Date: September 21/21

Date of Last Council Meeting Attended: July 26/21

Date of Last Council Advisory Meeting Attended: September 13/21

Date of Last Governance Session Attended:

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
Sept 8/21	IAC	
August 25/21	Special Council Meeting	
Sept 1/21	Retirement Part for Chief of Police.	

Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
July 30/21	Chrysalis House Grand Opening	Attended this event and had a tour of this great facility that we are so lucky to have in Kentville
August 27/21	Oakdene Park	Great event, lots of people present.

Conference Attendance and Synopsis

Date	Conference	Synopsis
September 3 rd /2021	Several calls with the Ombudsman's office regarding Work environment at Town Hall	
Sept 1/2021	Call from CBC reporter regarding Town Hall and the allegations against the Mayor	

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Sept 15		
Sept 20/2021	Public Hearing, proposed changes to land use bylaws.	
September 23 rd /2021	Grants Meeting Mayor Evaluation Meeting with all of Council	

COMMITTEE MEETING SYNOPSIS – COMPLETED BY COMMITTEE REPRESENTATIVE ONLY

Detail	Synopsis		
Committee Name		Meeting Date:	
Meeting Highlights:			
Budget:			
New Projects:			
Policy Changes:			

Misc Events

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Councilor Report

Kentville Town Council

Name: Cathy Maxwell

Date: Sept 22/ 21

Date of Last Council Meeting Attended: July 26/21

Date of Last Council Advisory Meeting Attended: Sept13/21

Date of Last Governance Session Attended:

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
Sept 9/21	Annapolis Valley Trail Coalition AGM	This was the annual AGM and a report is included.

Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
Aug 27/21	End of Summer Celebration at Oakdene Park	This was a fantastic event and many thanks to our Rec Dept. for its organization. It was a beautiful day and there were many families in attendance. Once again, the soap slide was a major attraction as was the Music Man. I think one of the important aspects of making this event successful was the free BBQ by the Rotary Club and I want to thank them very much!

Councilor Report

Kentville Town Council

Sept 1/21	Retirement for Chief Cecchetto	This event was to be a surprise for the Chief, however her investigative skills are still sharp as she enters retirement. I would like to wish the Chief all the best as she begins this next chapter of her life.
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Committee Meeting Synopsis – Completed by Committee Representative only

Synopsis			
Committee Name: Annapolis Valley Trails	<p>Two concerns arose this year on the trail. They were maintenance and enforcement. Maintenance was a concern because the traffic on the trail made it very difficult to find a good time to do this work. Night is not an option due to bugs. I am not sure if our trail team had this experience with high traffic but once our 2 sections of trail are connected, I expect the user numbers will increase as well. Other maintenance concerns were storms, staff reductions due to Covid 19 (partner staffing) humidity etc. Options will be explored to make maintenance more efficient and easier. This year saw more benches along the trail, amenity</p>	Meeting Date:	Sept 9/21

Councilor Report

Kentville Town Council

	<p>signs going up, the Berwick, Middleton and Wolfville sections have incorporated the box cars from Upper Clements Park, these are being used as Community Development projects. Enforcement of trail rules has become increasingly important due to the high traffic starting on the HMTrail. The rules and enforcement are left primarily to the Department of Environment, the OHV Act and the Trail Act. Again, I believe this will become an increasing concern for us. The chair said they have found that when users are greeted with a wave and "hello" it has been noticed that the decorum is better. To give you an idea of use numbers the Wolfville section recorded 412 users in one day, and the Grand Pre section recorded 902 users in one day. All types of use are up, however bikers now out number walkers.</p> <p>There is a new strategy being put in place Province wide called Shared Trails Strategy. This is an attempt to bring all groups</p>		
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Councilor Report

Kentville Town Council

	<p>together in a common vision that will allow groups to keep their own identities This is primarily funded through CCH. The priorities are to advance knowledge and understanding of trails, enforcement, and etiquette, streamlining funding processes. More info can be found on the NS Trails website.</p>		
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Misc Events

Date	Synopsis



COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Cate Savage

Date: September 21st 2021

Date of Last Council Meeting Attended: July 26th

Date of Last Council Advisory Meeting Attended: September 13th

COMMITTEE MEETING ATTENDANCE AND SYNOPSIS

	Committee	Synopsis
July 26 th	Source Water Protection and TOK Water Commission	<p>Well Field reports that all wells are producing as expected. Due to steady growth amongst the residential and commercial sector the EPW is recommending that another production well be developed. The preliminary investigation for the location of the new well is expected to commence in late 2021 – early 2022. A report was given on a proposed McGee Lake – back up water supply due to minor residential developments.</p> <p>Water report – water quality remains high and consistent . Due to our low THM and HAA5 levels we have been permitted by NSE to reduce our sampling from quarterly to annually.</p> <p>Water Commission – New construction continues in the TOK. The well that was out of service for several weeks is now back online – capital upgrades to the well included new variable frequency drive and power conditioner. 2 of the 7 wells are now outfitted with this equipment and we will continue to</p>

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

		<p>upgrade remaining wells in future years under the capital invest program.</p> <p>We continue to explore locations for a new water storage tank to replace the aging tank in the business park. We would require better elevation about 2+ acres for same.</p>
September 8 th	IAC	<p>IPS is still with Minister for ministerial approval – we have a new Minister of MA – Minister Lohr who is just learning his new portfolio and new mandate.</p> <p>Discussions around what the portfolio mix will look like once we have approval. There is no concern meeting the financial needs of the town even if the revised IPS does not take effect for a few more months.</p> <p>The portfolio stands just north of 14 million and we are positioned to support the town to the tune of \$433,000 in march 2022.</p>
August 11 th	KBC	<p>Month vacation – social gathering only</p>
August 20 th	“special meeting” IAC	<p>Discuss RFP requirements – issue September for a decision in November – extension of current IA for 12 months due to proposed changes in the IPS not yet being approved by the “new” PC Minister Lohr.</p>
August 25 th / August 31 st	In camera meeting and a joint meeting with Mayor Snow and CAO Troke	

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

September 11 th	Strategic Planning Session – Kentville Rotary Club	Rotary sees the TOK as an instrumental partner moving forward with their plan.
September 15 th	Public Hearing	Rezoning (highway commercial – C2) and other associated sundry items to the LUB and MPS. Update on desludging (just shy of 7000 tons) – came in under budget and there was a post mortem completed in a number of areas such as – better coordination or main schedules / use geotubes rather than centrifuges / dewatering less which would cut down on costs
September 16 th	RSC	Reviewed the BOD’s – Kentville was over substantially – action item to let us know what the time span of the testing was (grab sample) and discussions over more testing to be done at random times Reviewed financials to date and there appear to be some variances but all should level out by the years end.
September 20 th	Council Meeting	Grants of Council Meeting
September 15 th	KBC Board Meeting	Review minutes of September 15 th and also July 14 th along with March 31 st 2021 – package to be given to all of council

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

TOWN OF KENTVILLE EVENT ATTENDANCE AND SYNOPSIS

Date	Event/Conference	Synopsis

MISC EVENTS

Date	Synopsis
July 28 th	NEKEC Grad parade and ceremony
July 30 th	Chrysalis House – grand opening
August 7 th	Lions breakfast – Kentville (special thanks to Councillor Huntley)
September 17 th	Discussions with residents (Kim Kehoe and Patricia Williamson)

EXPENSES

This month	Year to Date



Kentville Business COMMUNITY

KBC Board of Directors Meeting

Wed July 14th, 2021

Ballroom, Main Street Station

4:00pm – 6:00pm

Minutes

Present: Paul Dixon, Jaimie Peerless, Doug Ralph, Brennan Fitzgerald, Gary Morse, Genevieve Allen Hearn, Cate Savage, Carrie Yeo

Regrets: Mark Paish, Lindsay Young, Evan Marshall, Hillary Murphy

Meeting Opening

- Call to order – meeting called to order at 4:10pm.
- Approval of Agenda – The approval of the agenda was moved by Jaimie Peerless, and seconded by Gary Morse.
- Approval of June 9th 2021 Minutes - The approval of the minutes was moved by Brennan Fitzgerald and seconded by Gary Morse.
- Business Arising from Minutes - none.

Committee Reports

- Treasurer Report
 - Ryan Morse has been working on the financials and has sent them to mbf to be reviewed by the accounting firm.
 - There is approximately a \$7,000 surplus from last year.
 - KBC factored this surplus into the 2021-2025 budget plan.
 - Cate Savage will be looking over the funding agreement with ToK and KBC should expect this to be finalized soon.
 - KBC can invoice ToK now if needed.
- President Report
 - Engagement Committee meeting was held. The committee will reconvene in September to review an Engagement and Communication strategy.
- Façade Program Committee Report
 - Façade committee met on July 8th. Just over \$15,000 has been allocated in the Property Owner stream. Need more interest in the New Business stream.
 - The New Business stream also includes businesses that have been taken over by new management or moved locations. The Used Book Store is interested in applying for this stream of funding because it is under new management.
 - Fresh-o is under new management and may be interested in a new sign. Gen will follow up.
- Promotions Committee Report
 - Gearing up for mural festival.



Kentville Business COMMUNITY

- Festival of Flowers has been wrapped up and LIV Fashion Boutique received the David White Trophy.
- Welcomed new businesses to town – Hermetic Healing, Petite Patrie, Shelter Movers
- Supported the Landyn walk event.
- KCA PTA reached out about a show for support for Chisholms.
- Win What you Buy – relaunching end of August to capitalize on back to school shopping.
- Events Committee Report
 - Hard at work on the mural festival.
 - Live music for all three days
 - Rec Dept and Tides Galley running family-friendly creative activities in Centre Square on Saturday and Sunday.
 - Site map was created with mural locations.
 - Signage at each mural location with description of art.
 - Need volunteers to help prime walls!
 - Getting a radio interview with Rewind.
 - Tides delivering snacks and water throughout the weekend.
 - Local restaurants offering meal vouchers to the artists.
- Multi-media Committee Proposal
 - \$12,000 budget
 - \$500 for board and committee photoshoot
 - \$1,000 for 'Around Town' photography contract
 - \$2,500 for Event Photography
 - \$6,000 for Videography contract
 - \$2,000 for interview videos contract
 - It was suggested that these projects include a 're-opening' campaign.
 - The board approved of this budget allocation, and Genevieve will create contracts.

Executive Director Report

- Re-applied for the healthy communities grant for Comfort Station funding.
- Applying for the community revitalization grant through ACOA for Comfort Station funding.
- Attending weekly NSBLEC meetings. Not much to report, as the Government still has not clarified rules around phase 5 of the re-opening plan.
- Working on an engagement strategy based on what was discussed at the Engagement Committee meeting.
- Created two new email accounts – communications@kentvillebusiness.ca for Doug Ralph and facade@kentvillebusiness.ca for the Façade committee.
- Created welcome packages for new businesses. The package includes items from local companies such as cookies from Sable Shortbread and a candle from New Scotland



Kentville Business COMMUNITY

Candle Co. It also includes the KBC rack card and a handwritten card welcoming the business to town on behalf of the KBC board. Genevieve and Doug are hand delivering these packages and filling businesses in on how KBC can support them. Genevieve will also be creating a 'directory form' so that businesses can fill out their information for an ongoing directory, and sign up for the KBC newsletter.

New Business

- ISANS presentation proposal
 - ISANS would like to present for KBC about diverse workplaces.
 - The board agreed that this would be an excellent presentation at a KBC networking event when restrictions have been lifted.
- Vandalism Fund proposal
 - Carrie Yeo proposed a vandalism fund idea – a small amount of funding set aside to cover vandalism incurred by businesses that insurance doesn't cover (stolen flower pots, graffiti, etc.).
 - Cate Savage will take this discussion back to the Town and inquire about whether there is a conflict in KBC's funding agreement.

Governance Topic

- Conflict of Interest
 - KBC staff is permitted to accept up to \$25 value of gifts.
 - Tabled the rest of the discussion for next meeting when more members are present. Genevieve would like to work on a conflict of interest policy and send it to the board before the next meeting to review.

Meeting Closing

- Next meeting date
 - Jaimie Peerless made a motion to give the KBC board a vacation in August. Gary Morse seconded the motion. KBC will have a board 'hang' instead.
 - The next board meeting will be Wednesday, Sept 8th 4pm-6pm.
- Adjournment
 - Brennan Fitzgerald motioned to adjourn 5:50pm.



Kentville Business COMMUNITY

KBC Board of Directors Meeting

Wed Sept 15th, 2021

Ballroom, Main Street Station

4:00pm – 6:00pm

Minutes

Present: Paul Dixon, Evan Marshall, Carrie Yeo, Doug Ralph, Jaimie Peerless, Gary Morse, Genevieve Allen Hearn

Regrets: Mark Paish, Lindsay Young, Cate Savage, Hillary Webb

Meeting Opening

- Called to order at 4:03pm by Paul Dixon.
- Approval of Agenda: Approved by Gary Morse, seconded by Evan Marshall.
- Approval of July 14th 2021 Minutes – Minutes not circulated, approval postponed to next meeting.

Committee Reports

- Treasurer Report
 - First installment from Town of Kentville has been deposited (\$44,000). Paul Dixon requested a full Treasurer report at the next meeting.
- President Report
 - Not in Phase 5 yet. KBC will share links on Facebook about the new proof of vaccination policies.

Action item: Genevieve and Doug will talk to Kentville Police to see how the proof of vaccination is being enforced.

- Façade Program Committee Report
 - The façade funding is almost capped at \$15,000 for the regular business stream, and there is approximately \$5,000 left of funding for new businesses.
 - In the winter, the committee will be re-evaluating the design manual and implementing cohesive design guidelines.
 - May need to rework the façade funding map to be more inclusive.
- Promotions Committee Report
 - Win What you Buy finished up
 - Back to School spotlights
 - Newsletter is getting 1-2 new subscribers each week on average
- Events Committee Report
 - Valley in the Alley – joint initiative with WBDC to enliven alleys and other spaces in the downtown
 - Mural Festival wrap-up – final report sent to CCH, surveys went out to participants. Receiving positive feedback.



Kentville Business COMMUNITY

- Genevieve met with a representative in Berwick, who wants to run a mural program.
 - Under the Gazebo is underway – starts Sept 16th and goes until Oct 15th.
 - Running the Great Pumpkin Palate Pleaser again to coincide with the Pumpkin People Festival. Offering a ‘Pleaser Teaser’ table at the Harvest Festival on October 2nd.
 - No pumpkin people displays in windows this year, but the Town is making an effort to put pumpkin people displays in downtown green spaces.
 - Holly Days will be happening again. There will be a late night shopping party on Friday, November 19th, and a holiday market in the Main Street Station ballroom on that day.
 - Kings Historical Society is running an antique car show on Saturday, October 9th and is looking for volunteers and sponsorship from the business community.

Executive Director Report

- Engagement Packages
 - These info packages will be delivered to businesses and organizations across town. The packages include a two-pager, a rack card, a window decal, a business card, a calendar of events, and a copy of the KBC strategic plan.
 - Cate will help with the wording on where the funding comes from. “Economic Development Levy” tax.
 - It was suggested that the newsletter could be included with a note about ‘Are you getting our newsletter?’
 - Cate will pass out engagement packages at Council meeting at the end of the month. Gen can also send pdf files.

Action item: Genevieve will work on a ‘semi-annual’ report for Councillors, as well as send Cate 2020/2021 financials.

Action item: Genevieve will work with Evan to link the newsletter archives on the KBC website.

- #wearekentville bags – order w/ colour logo this year.
 - Jaimie Peerless motioned to spend the \$5,000 in the budget for the bags. Gary Morse seconded. Motion carried.
- Networking event with ISANS in January. Genevieve will format it so that ISANS has 15 minutes to present, and it can also include some networking time and a KBC update.
- AGM scheduled for Wednesday, Nov 3rd 4pm-6pm. Genevieve will send out invitations.
- The shopping directory was updated, and will be placed in the kiosks in Centre Square.
- Genevieve will be working with the BIDs to meet the new provincial Ministers. She is tasked to facilitate a meet-up with John Lohr, the new Minister of Municipal Affairs & Housing.



Kentville Business COMMUNITY

New Business

- Downtown Atlantic Canada Conference Oct 13-15
 - The fee is \$200 to attend
 - \$450 in mileage
 - Will likely cost \$1,000
- Brennan Fitzgerald made a motion to redirect \$500 from the board events budget to the conference budget. Carrie Yeo seconded the motion. Motion carried.
- Brennan Fitzgerald made a motion to approve the ED to attend the Downtown Atlantic Canada conference. Evan Marshall seconded. Motion carried.

Governance Topic

- Conflict of Interest – tabled for next meeting.

Meeting Closing

- Next meeting date: October 20th 4pm
- Adjournment – Gary Morse motioned to adjourn 5:35pm.

KENTVILLE DEVELOPMENT CORPORATION LIMITED

FINANCIAL STATEMENTS

YEAR ENDED MARCH 31, 2021

(UNAUDITED - SEE NOTICE TO READER)

KENTVILLE DEVELOPMENT CORPORATION LIMITED
TABLE OF CONTENTS
YEAR ENDED MARCH 31, 2021
(UNAUDITED - SEE NOTICE TO READER)

Notice to Reader
Financial Statements

Balance Sheet

Statement of Revenue and Expenditures

NOTICE TO READER

On the basis of information provided by management, we have compiled the balance sheet of Kentville Development Corporation Limited as at March 31, 2021 and the statement of revenue and expenditures for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Kentville, Nova Scotia
July 19, 2021


Chartered Professional Accountants

KENTVILLE DEVELOPMENT CORPORATION LIMITED
BALANCE SHEET
AS AT MARCH 31, 2021
(UNAUDITED - SEE NOTICE TO READER)

	<u>ASSETS</u>	<u>2021</u>	<u>2020</u>
Current Assets			
Cash		\$ 49,315	\$ 40,158
Harmonized sales tax refundable		4,101	5,038
Prepaid expenses			10,095
Accounts receivable		<u>26,350</u>	<u>1,350</u>
		<u>79,766</u>	<u>56,641</u>
 Property and Equipment			
Land, paving and office equipment, at cost		86,092	86,092
Less accumulated amortization		<u>9,721</u>	<u>8,743</u>
		<u>76,371</u>	<u>77,349</u>
		<u>\$ 156,137</u>	<u>\$ 133,990</u>
 LIABILITY			
Current Liability			
Accounts payable		\$ 13,461	
Employee deductions payable		<u>1,157</u>	\$ <u>990</u>
		<u>14,618</u>	<u>990</u>
 MEMBERS' EQUITY			
Members' Equity		<u>141,519</u>	<u>133,000</u>
		<u>\$ 156,137</u>	<u>\$ 133,990</u>

Approved:

Director

KENTVILLE DEVELOPMENT CORPORATION LIMITED
STATEMENT OF REVENUE AND EXPENDITURES
YEAR ENDED MARCH 31, 2021
(UNAUDITED - SEE NOTICE TO READER)

	<u>2021</u>	<u>2020</u>
Revenue		
Town of Kentville core funding	\$ 93,975	\$ 86,700
Town of Kentville facade funding	25,000	25,000
Other income	<u>984</u>	<u>6,953</u>
	<u>119,959</u>	<u>118,653</u>
 Expenses		
Advertising and promotion	4,570	908
Bank charges	204	225
Office	4,084	4,610
Professional fees	2,617	2,471
Salaries and benefits	19,478	46,440
Conferences and events	231	1,242
Contract work	18,446	
Events committee	15,831	28,534
Special projects	25,721	17,842
Kentville facade program	19,280	15,314
Amortization	<u>978</u>	<u>758</u>
	<u>111,440</u>	<u>118,344</u>
 Excess of revenue over expenditures	 8,519	 309
 Members' equity at beginning of year	 <u>133,000</u>	 <u>132,691</u>
 Members' Equity at End of Year	 <u><u>\$ 141,519</u></u>	 <u><u>\$ 133,000</u></u>

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Gillian Yorke

Date: September 27th, 2021

Date of Last Council Meeting Attended: July 26th, 2021

Date of Last Council Advisory Meeting Attended: September 13th, 2021

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
July 28th, 2021	Source Water Protection	Updated on current water trends, use and upgrades
July 28th, 2021	Water Commission	Updated on new treatment ratios, projects and usage.
July 30th, 2021	Police Commission	Updated on Police Chief search, summer proposals and planning for the Fall.
August 31st, 2021	KCA PTA	New school year planning and COVID update
September 13 th , 2021	Recreation Facility RFP: Feasibility Study	Presentations of RFP proposals
September 14th, 2021	Policy Review (AVRL)	Reviewing AVRL Policy meeting
September 16th, 2021	AVRL Board Meeting	Reviewed Phase 5 and COVID protocols
September 21 st , 2021	KCA PTA	First PTA meeting of the 2021-2022 school year, discussed Phase 5, fundraisers and general updates from the summer.
September 24 th , 2021	Police Commission	Updates from the summer, planning for Town Hall meeting with public

Town of Kentville Event Attendance and Synopsis

Date	Event/Conference	Synopsis
July 28th, 2021	NKEC Grad Parade	Celebrated NKEC grads with the community downtown
August 5 th , 2021	Oakdene Summer Concert Series	Enjoyed music in Oakdene Park! Delightful way to spend the evening

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

August 27 th , 2021	End of Summer Celebrations	A great way to say thank you to summer staff, and celebrate a summer well planned and executed.
September 15 th , 2021	MPS Review	Director Gentleman hosted the MPS review
September 20 th , 2021	Grants Meeting	Though arrived late due to dental emergency, meeting was attended at the tail end.

Misc Events

Date	Synopsis
July 30 th , 2021	Chrysalis House Opening: A wonderful morning celebrating the new construction and the new beginnings for women and families.
August 4 th , 2021	KBC Mural Festival Event Debrief
August 11 th , 2021	KBC Board Meeting
September 8 th , 2021	Valley Regional Hospital Foundation Radiothon

Expenses

This month	Year to Date
n/a	

COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Name: Paula Huntley

Date: September 27/21

Date of Last Council Meeting Attended: July 26/21

Date of Last Council Advisory Meeting Attended: Sept 13/21

Date of Last Governance Session Attended:

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
	No committee meetings booked for August- 1exception	
August 25/21	Council	Intermunicipal service agreement updates
Sept 8/21	Diversity Meeting	Introduction to the new Diversity Specialist with Kings County-Kenisha Gordon & also her focus coming aboard
Sept 20/21	Grants to organizations review	
Sept 15/21	Public Hearing -Mps &Lub	
Sept 22/21	KTA board meeting	
Sept 10/21	KTA Recruitment committee	Discussion on applicants and narrow down search



COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

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Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
July 30/21	Opening of the New Chrysalis House	
Aug 7/21	Lions Club Breakfast	
Sept 1/21	Retirement gathering for Police Chief Julia Cecchetto	
Sept 3/21	Lions Club Breakfast	
Sept 8/21	Valley Regional Hospital Foundation- Radiothon helper	

Conference Attendance and Synopsis

Date	Conference	Synopsis

COMMITTEE MEETING SYNOPSIS – COMPLETED BY COMMITTEE REPRESENTATIVE ONLY

Detail	Synopsis		
Committee Name		Meeting Date:	



COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Meeting Highlights	
Budget:	
New Projects:	
Policy Changes:	

Misc Events- These are calls/webinars and items signed up for personal learnings in order to participate in the Committees

Date	Synopsis
Aug 10/21	Kings Transit visit with Interm General Manager & also Administrator Reanne
Aug 6/21	Valley REN Connector Program meeting
Aug 11/21	Chamber of Commerce Physician recruitment /retention meeting
Aug 12/21	NSFM Coffee meeting with President Amanda Mac Dougall
Aug 17/21	The Portal Meeting with Russ Sanchez
Aug 18/21	Mentorship Plus Strategy Meeting with new Coordinator
Aug 19/21	NS Works meeting with Diversity Committee Guest re : Youth Employment
Aug 19/21	Physician Recruitment & Retention meeting
Aug 19/21	Meeting with Exec. Director at KPPT
Aug 24/21	Meeting with KPPT director
Aug24/21	Meeting with Public Works
Sept 15/21	Meeting with Mayor



COUNCILOR REPORT

KENTVILLE TOWN COUNCIL

Sept 16/21	Meeting with CAO-Discussion of personal agenda of Affordable housing, Committees,
Sept 2/21	Mentoring & Strategy Plus Meeting
Aug 30/21	Meeting with Physician recruitment & retention Navigator
Sept 15/21	Meeting with Kings County Councilor Jim Winsor re: LOC updates

Councilor Report

Kentville Town Council

Name: Sandra Snow

Date: 22 September 2021

Date of Last Council Meeting Attended: 26 July 2021

Date of Last Council Advisory Meeting Attended: 13 September 2021

Committee Meeting Attendance and Synopsis

Date	Committee	Synopsis
22 Jul 21	Valley REAP	Briefing by NSBI on projects and availability of support to business
23 Jul 21	Valley Waste	RFP evaluation for front end loader
23 Jul 21	Kentville Rotary Club	Interview with Kentville Rotary Club President Bill Denyar with regards to their Strategic Plan and commitment to the community
26 Jul 21	IMSA Working Group	Presentation from CAO on draft management plan
28 Jul 21	Source Water Protection Committee	See below
28 Jul 21	Water Commission	See below
29 Jul 21	VREN Economic Recovery Taskforce	Roundtable and plan update
29 Jul 21	VREN Board Meeting	Focus on the business plan
12 Aug 21	VREN Board Strategic Plan Review	Breakfast meeting to discuss strat plan
12 Aug 21	NSFM President's Chat	Open forum discussion on meeting conduct
12 Aug 21	MFC Board Meeting	FCM loan for GMF
17 Aug 21	Valley REAP	Team meeting to discuss plan for next assignment
18 Aug 21	NSFM Special Board Meeting	Appointments to several committees and review of provincial election results.

Councilor Report

Kentville Town Council

19 Aug 21	Valley REAP	Meeting to work on Homework assignment
19 Aug 21	Valley REAP	Meeting with MIT faculty on ongoing work
24 Aug 21	NSFM Audit Committee	Review and recommendation of audited financial statements for 20/21.
25 Aug 21	Special Council Meeting	In-camera for contract and personnel business
31 Aug 21	CAO Appraisal	Deputy Mayor and Mayor conduct CAO appraisal
1 Sep 21	VREN	Lunch Meeting with CEO and Board Cahir wrt to ton-going economic development in our area.
2 Sep 21	Valley REAP	In-person meeting for strat session
8 Sep 21	Engage NS	Lunch and learn on new program to be undertaken by Engage NS
8 Sep 21	Valley REN LOC Meeting	No business conducted due to lack of quorum. Discussion on on-going activity and membership in the REN
9 Sep 21	VREN Economic Recovery Taskforce	Roundtable and plan update
10 Sep 21	Valley REAP	Evaluation of survey data and draft essay for assignment
13 Sep 21	CAC Meeting	KBC Agreement Kentville Police Chief Investment Advisory Committee policy change Kings REMO – IMSA
14 Sep 21	Valley REAP	Roll-up of each stakeholder groups contribution to the assignment
15 Sep 21	Public Hearing	amendment to the MPS and LUB to adopt the various housekeeping items; and amendment to the LUB to allow multi-residential development within the Highway Commercial (C2) Zone with a commercial component on the ground floor and to include all C1 permitted commercial uses withing the C2 zone.

Councilor Report

Kentville Town Council

17 Sep 21	NSFM Board Meeting	Updates and new business
20 Sep 21	Special Meeting	Grants review meeting

Town of Kentville Event Attendance and Synopsis

Date	Event	Synopsis
28 Jul 21	NKEC Graduation Event	Downtown Kentville was the scene of the Grade 12 drive past and Webster Street red carpet for the Class of 2021
30 Jul 21	Chrysalis House – Grand opening	Open house held to celebrate the opening of the new building
12 Aug 21	NSCC Kingstec Principal	Discussion with Jason Clark wrt housing, college and enrolment
27 Aug 21	Showcase of Summer – Oakdene Park	SOAP SLIDE, Lawn games and obstacle course, Rotary Club BBQ – Hot Dogs and Water/Juice, Matt The Music Man – Children’s musical entertainment, Art Showcase and Frederic The Lost Tourist
9 Sep 21	CBDC Hants Kings AGM	Excellent meeting held at the Long Table Society in Scott’s Bay. Three entrepreneurs celebrated their story of success through CBDC.
20 Sep 21	Provincial Volunteer Awards Ceremony	The awards ceremony was once again held virtually, streaming on FB live. Great entertainment, Kentville Volunteer of the Year was the Chrysalis House Board of Directors for their contribution to Project Renew
22 Sep 21	Home Hwd Tree Planting	Celebration of the annual tree planting in co-ordination with Tree Canada. Fourth year for tree planting in Kentville by Rockwell’s Home Hwd
23 Sep 21	AVCC Valley Best	AVCC Valley Best business celebration at the Valley Drive-In.

Conference Attendance and Synopsis

Date	Conference	Synopsis
23 Sep 21	NS Power	Working together for clean energy webinar

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Committee Meeting Synopsis – Completed by Committee Representative only

Detail	Synopsis		
Committee Name	Source Water Protection Advisory Committee	Meeting Date:	28 Jul 21
Meeting Highlights:	Wellfield report Water report Planning report		
Budget:	N/A		
New Projects:	Review of the Source Water Protection Plan is on-going		
Policy Changes:	N/A		

Detail	Synopsis		
Committee Name	Water Commission	Meeting Date:	28 Jul 21
Meeting Highlights:	Operational report Account write off		
Budget:	N/A		
New Projects:	On going work in Burke Subdivision		
Policy Changes:	N/A		

Misc Events

Date	Synopsis
22 Jul 21	Interview with Saltwire
29 Jul 21	Deed Signatures
04 Aug 21	Call to NSFM President

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19 Aug 21	HCol conversation
20 Aug 21	415Sqn anniversary celebration
26 Aug 21	Meeting with David Corkum Jr
15 Sep 21	Meeting with Councillor Huntley
19 Sep 21	2021 Battle of Britain Parade at 14 Wing Greenwood – Reading High Flight
23 Sep 21	Visit to the Portal's new house on church street