



REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
Regular Meeting of Council Agenda **AMENDED**
June 23, 2020 - 6:00 p.m.
Virtual Meeting

1. Call to Order
2. Roll Call
3. Declaration of Conflict of Interest
4. Announcements
5. Approval of the Agenda, including additions or deletions
6. Approval of Previous Meeting Minutes – 2020-05-26 Council minutes, 2020-06-03 Special Council minutes, 2020-05-26 Public Hearing minutes PID 45059755 411 King St Windsor Land Use By-law Amendments, and 2020-05-26 Public Hearing minutes PID 45372224 741 McKay Road McKay Section Amendment to Development Agreement
7. Unfinished Business/Postponed Motions - None
8. Public Hearings
 - (a) 2020-05-26 PID 45372224 (741 McKay Rd) Amendment to Dev Agreement - Public Hearing conclusion and Second Reading
 - (b) Deed Transfer Tax By-law RD-001 and Second Reading
9. Mayor's Report
10. Committee of Council Recommendations
 - (a) Committee of the Whole Excerpts – June 9, 2020
 - i. Health and Safety Policy
 - ii. Cost Share Agreement Exit 7 Hwy 101, Water Sewer Main Crossing
 - iii. Asset Management Software Solution
 - iv. In-Camera Land Matter
 - (b) Planning Advisory Committee
 - (i) 2020-06-23 - 20-16 B - Discharge of Dev Agreement 543 O'Brien St Report and **Presentation**
 - (ii) 2020-06-23 File 20-01 B Ski Martock Rd Land Use By-law Amendment First Reading Report and **Presentation**
11. Councillor Municipal Business Reports
 - (a) **Hantsport Area Advisory Committee (HAAC) Update**
12. Correspondence
 - (a) 2020-05-30 Phil Zamora - HAAC Resignation Email
 - (b) 2020-06-03 Don Hussey - HAAC Resignation Email
13. New Business
 - (a) Low Income Partial Tax Exemption – Agenda Request Form
 - (b) 2020-06-23 Resident Member Appointments to HAAC & WAAC – Recommendation Report
 - (c) Municipal and School Board Elections Voting By-law - Recommendation Report

(d) CSAP 2020 Election - Recommendation Report

14. In-Camera - None

15. Next Meeting Date / Adjournment



**MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Report to Planning Advisory Committee**

To: Members of West Hants Planning Advisory Committee

Submitted By: _____
Sara Poirier, Planner

Date: February 20, 2020

Subject: **Amendment to Development Agreement: 741 McKay Road, McKay Section, West Hants, PID 45372224**

File #: 19-03

1.0 BACKGROUND

A completed application was received on December 4, 2019 from James and Michelle Maynard to amend their development agreement which allows a home-based auto repair shop and was registered at the Land Registry Office on June 8, 2016. The applicants wish to expand the uses permitted by the development agreement to include vehicle sales and vehicle accessory sales on their property at 741 McKay Road (PID 45372224), McKay Section, West Hants. James and Michelle Maynard own the property.

2.0 LEGISLATIVE AUTHORITY

Municipal Government Act Part 8; West Hants Municipal Planning Strategy (WHMPS) and Land Use By-law (WHLUB).

3.0 RECOMMENDATION

To allow the requested development, staff recommends that the West Hants Planning Advisory Committee (WHPAC) forward a positive recommendation by passing the following motion:

that Regional Council give First Reading and hold a Public Hearing to consider entering into an amended development agreement which will permit an automobile sales establishment and is substantively the same as the draft amending development agreement attached as Appendix D of the report to the

West Hants Planning Advisory Committee dated February 20, 2020, taking note that this development agreement will discharge and replace the development agreement registered at the Land Registry Office on June 8, 2016 as document 109062613, which permits an automobile repair shop at 741 McKay Road, McKay Section, PID 45372224.

4.0 DISCUSSION and DOCUMENT REVIEW

The 14.6-acre property is located within the Agriculture designation on the Generalized Future Land Use Map of the WHMPS (Figure 1). The subject lot is zoned Agricultural Priority Two (AR-2) on the Zoning Map of the WHLUB (Figure 2). Part 8 of the WHMPS contains the overall intention for the Agriculture designation in West Hants; Section 8.9 describes the policies for the Agricultural Priority Two (AR-2) zone. Commercial and industrial uses are not permitted as-of-right in the Agricultural Priority Two (AR-2) zone.

The property owners currently reside in a single unit dwelling on the property. The development agreement restricts the home-based auto repair shop to a 400 ft by 200 ft area on the property, also known as the "development site" (Figure 3). The owners are not proposing any changes to the size of the development site.

4.1 Development Agreements

A development agreement is a legal contract between the Municipality and a property owner that describes the type of development permitted on a property. Development agreements provide an opportunity for Council to exercise a greater degree of control over aspects of a development proposal and allow Council to consider uses that would otherwise not be permitted in the underlying zone. A development agreement is binding upon a property until the agreement is discharged by Council.

The Development Officer has reported that there has been no violations of the current development agreement to date.

Section *11.0 Amendments* of the current development agreement states that the only non-substantive amendment to the development agreement is *"any addition or removal of lands that does not make any alteration to the Development Site."* As the request is to permit an additional use this would be considered a substantive amendment and section 11.2 of the development agreement would apply which states *"Amendments to any matters not identified in Section 11.1 are substantive and shall only be amended in accordance with the provisions in Section 230 of the Municipal Government Act."*

The draft amending development agreement with the highlighted changes can be found in Appendix C.

4.2 Request for Amendment

The current development agreement allows a home-based auto repair shop as defined in the development agreement as *"a commercial shop for the general repair, rebuilding, and reconditioning of automobiles and light trucks (up to one ton), done in conjunction with a single unit dwelling"*.

The property owners are interested in supplementing this business by displaying one to three used vehicles and vehicle accessories for sale at one time as an extra service for customers and to draw new customers into the business.

In Nova Scotia, the Motor Vehicle Act specifies that to be able to buy, sell or trade over four motor vehicles, trailers or semi-trailers in any twelve month period the individual is required to have a Dealer License from the Registry of Motor Vehicles. As part of the application for a Dealer's License the individual must have a zoning confirmation letter from the Municipality stating that the property is permitted to be used for the display, sale and repair of motor vehicles. An amendment to the current development agreement to permit the display and sales of vehicles on the property must be completed before a zoning confirmation letter can be provided in support of their application to the Registry of Motor Vehicles.

To accommodate this request it is proposed that the definition of the permitted use on the property be changed to an automobile sales establishment which would be defined as *"a building or part of a building or space on a lot used for retail or wholesales or rental of vehicles (up to one ton) and vehicle accessories, and includes an automobile repair shop, done in conjunction with a single unit dwelling."* This use would accommodate the property owners current and proposed uses on the property.

Although the property owners plan to utilize social media as the main way to generate awareness for the additional sales component of the business, they have requested the addition of a clause in the amending development agreement to allow outdoor display of up to three (3) vehicles if required. In the amending development agreement the outdoor display area is required to be a minimum of 25 ft from the front lot line to ensure potential customers pull into the property owners driveway and avoid any potential traffic congestion on McKay Road.

The current development agreement lists specific criteria of the business, similar to that of a home-based business, including ownership of the business and the number of staff to be employed for the business. The hours of operation of the business are also restricted in the development agreement to 7 a.m. to 9 p.m., Monday to Sunday. No changes to these items are requested in the amending development agreement.

4.3 West Hants Municipal Planning Strategy and West Hants Land Use By-law

Section 6.1 of the WHLUB, *Development Agreements*, states that *"The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy..."*

(s) Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the Agricultural Priority Two (AR-2) zone and the Agricultural Priority Three (AR-3) zone outside the Growth Centre, Village and Hamlet designations in accordance with Policies 8.9.4 and 8.10.5 respectively of the Municipal Planning Strategy;"

Part 8 of the WHMPS contains the overall intention for the Agriculture areas in West Hants; Section 8.9 describes the policies for the Agricultural Priority Two (AR-2) zone. Policy 8.9.4 states that *"it shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the AR-2 zone by development agreement."*

The Resource Industrial (M-1) zone allows one dwelling unit in conjunction with a permitted Industrial use and lists *"any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment"* as a permitted use. The automobile sales establishment definition would accommodate the property owners current and proposed uses on the property.

4.4 WHMPS Specific Criteria

Policy 8.9.4 of the WHMPS establishes Council intention to consider new Resource Industrial (M-1) uses by development agreement and also establishes the criteria to be considered by Council. These criteria are examined in detail in Appendix A. In summary, the criteria are met since:

- the agrologist report (2016) determined that the development site would have little or no agricultural capability;
- the Department of Transportation and Infrastructure Renewal (DTIR) has advised that existing access is acceptable for the proposed additional commercial use;
- the development will not adversely affect adjacent land uses; and
- adequate separation distances will be provided.

4.5 WHMPS General Criteria

The proposal meets the general criteria for amendments as set out in WHMPS Policy 16.3.1. These criteria are examined in detail in Appendix B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Senior Building and Fire Official, Director of Public Works and DTIR have no concerns.

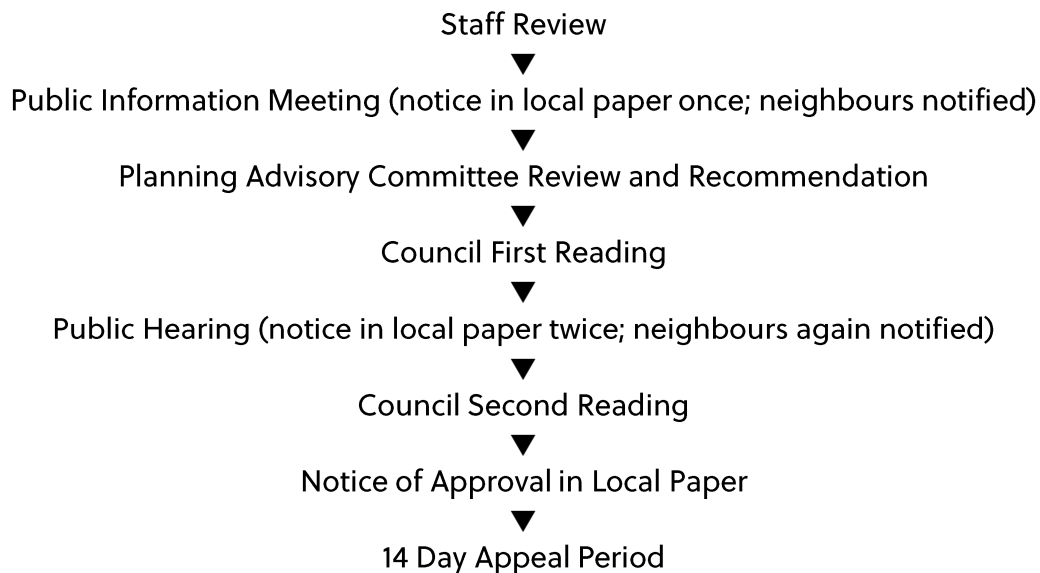
5.0 WEST HANTS MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) Inland Flooding map (2013) and Seawater Intrusion map (2013) were consulted and the property does not appear susceptible to flooding or seawater intrusion.

6.0 CONCLUSION

As noted above, the proposed development has been considered within the context of both the specific and general policies of the WHMPS and is consistent with the intent, objectives and policies of the WHMPS. The development meets the specific and general criteria for development agreements as outlined in the WHMPS. As a result, it is reasonable to consider amending the development agreement to allow an automobile sales establishment at 741 McKay Road, McKay Section, West Hants, PID 45372224.

7.0 PROCESS



8.0 OPTIONS

In response to this application, WHPAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the Development Agreement as drafted or as specifically revised by direction of WHPAC; or
- provide alternative direction such as requesting further information on a specific topic.

9.0 APPENDICES

Figure 1	West Hants Generalized Future Land Use Map
Figure 2	West Hants Zoning Map
Figure 3	Development Site
Appendix A	Specific Criteria for Development Agreement
Appendix B	General Criteria for Development Agreement
Appendix C	Draft Development Agreement showing amendments

Appendix D Draft Development Agreement

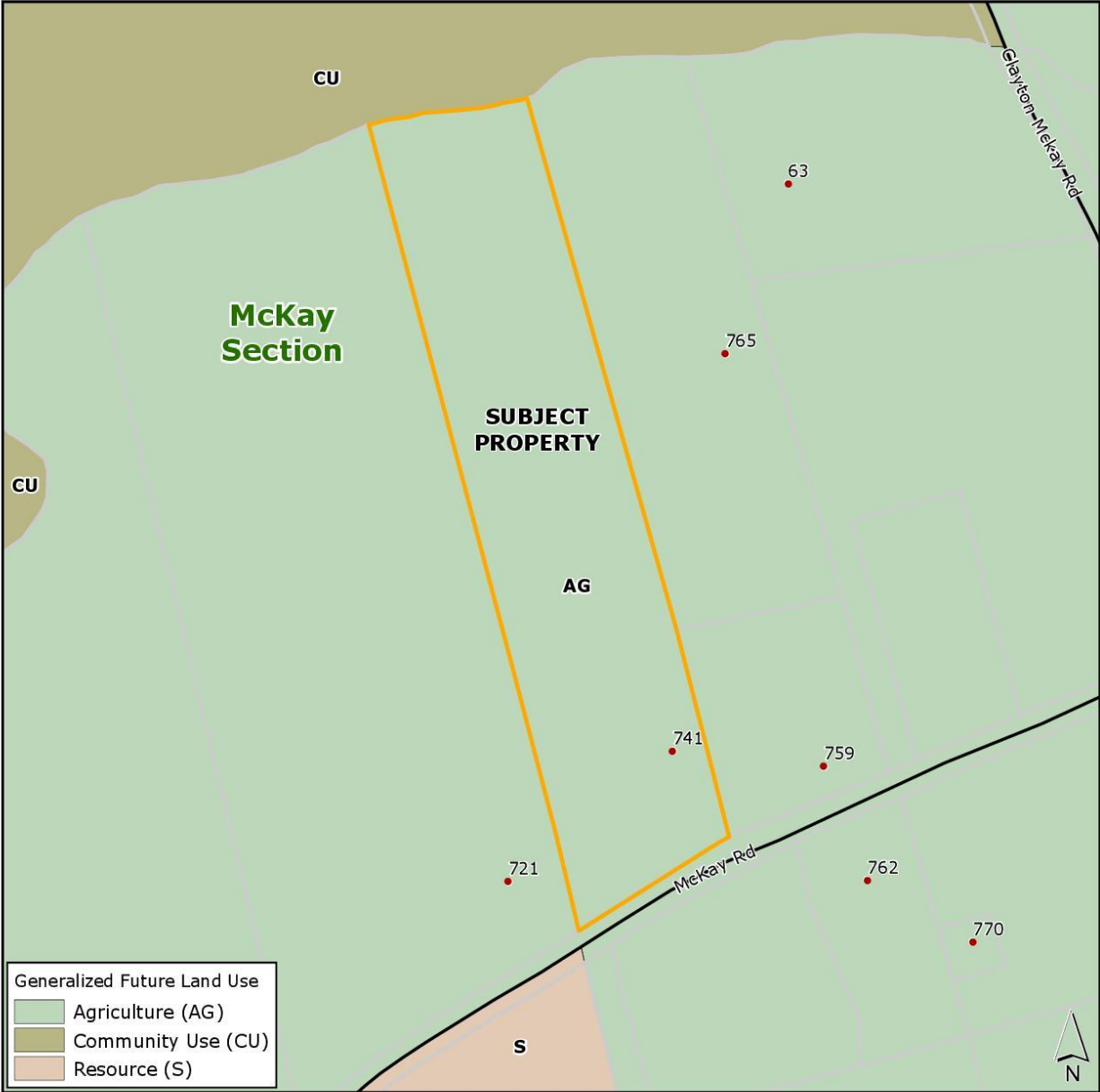
Report Approved by Madelyn LeMay, Director of Planning and Development

Figure 1
West Hants Generalized Future Land Use Map



741 McKay Road, McKay Section

PID 45372224



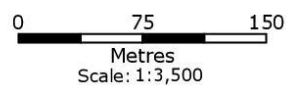
Generalized Future Land Use	
	Agriculture (AG)
	Community Use (CU)
	Resource (S)

Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia.

This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area.

Prepared by: West Hants Planning Department December 2019

Generalized Future Land Use



	PID 45372224
	Civic
	Parcels
	Road

Figure 2
West Hants Zoning Map

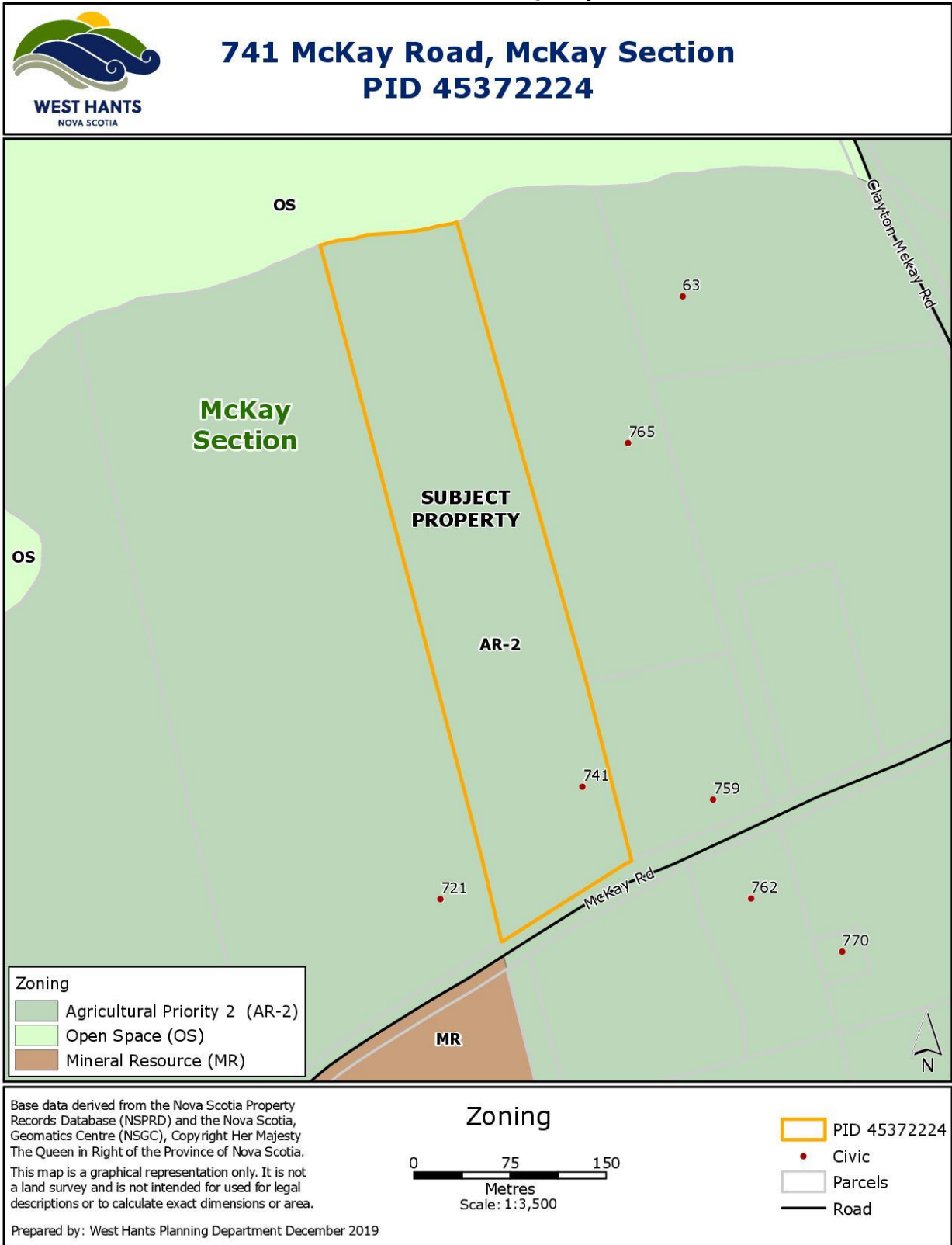


Figure 3
Development Site



**741 McKay Road, McKay Section
PID 45372224**

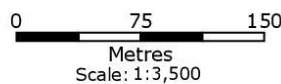


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Prepared by: West Hants Planning Department December 2019

**Orthophoto
Development Site**



- PID 45372224
- Development Site
- Civic
- Parcels
- Road

**APPENDIX A
SPECIFIC CRITERIA FOR DEVELOPMENT AGREEMENT**

8.0 AGRICULTURE

8.9 Agricultural Priority Two

Non-Farm Development

Policy 8.9.4 *It shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the AR-2 zone by development agreement subject to the following:*

CRITERIA	COMMENT
<i>(a) the development site has been determined to have little or no agricultural capability in accordance with Policy 8.6.1;</i>	The agrologist report conducted in March 2016, and discussed in Policy 8.6.1, determined that the 400 ft by 200 ft development site would have little or no agricultural capability. See 8.6.1 (b) (ii).
<i>(b) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i>	The agrologist report (2016) discussed in Policy 8.6.1, determined that <i>"There would be no foreseeable impact or limitation on the neighbouring properties to farm their lands as a result of this proposed project."</i>
<i>(c) the predominant agricultural character of the area will not be adversely affected;</i>	As the proposed uses are limited to the development site and there a specific criteria, similar to that of a home-based business including ownership of the business and the number of staff to be employed for the businesses, the commercial uses are not anticipated to adversely affect the agricultural character of the area.
<i>(d) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i>	The entire property is approximately 14.6 acres in size with only approximately 1.8 acres being used as the development site. Any new structures will be required to meet the setbacks in the West Hants Land Use By-law to ensure adequate separation distances are provided.
<i>(e) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i>	An automotive sales establishment that is limited in size and is subject to specific criteria similar to that of a home-based business would be compatible with the rural nature of West Hants.
<i>(f) safe and efficient roadway access is provided;</i>	McKay Road is a Provincially owned road under the jurisdiction of the Department of Transportation and Infrastructure Renewal (DTIR). The DTIR confirmed that the existing access is acceptable for the proposed additional commercial use and that they do

	not anticipate a negative impact to the Provincial road network with the proposed commercial activities.
<i>(g) adequate on-site parking is provided;</i>	Adequate on-site parking will be provided for the automobile sales establishment. The development agreement specifies that a maximum of five (5) parking spaces shall be provided with the addition of an open display space for up to three (3) vehicles if needed.
<i>(h) the development is compatible with adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	There will be a minimal increase of traffic generated by allowing the addition of vehicle and vehicle accessory sales to the current automobile repair shop. Hours of operation are limited in the development agreement to ensure quiet times are maintained between 9 p.m. and 7 a.m. the following day.
<i>(ii) hours of operation;</i>	The development agreement limits the hours of operation of the automobile repair shop to 7:00 p.m. – 9 p.m. daily.
<i>(iii) size and design of building(s);</i>	The existing two bay garage and parking area will be used for the automobile sales establishment. Any additions or construction will require the appropriate building and development permits prior to construction.
<i>(iv) signage; and</i>	The number, type and size of signage is regulated in the amending development agreement.
<i>(v) pedestrian circulation and safety.</i>	No impact on pedestrian traffic or safety is anticipated. No pedestrian safety plan currently exists in West Hants.
<i>(i) any other matter which may be addressed in a development agreement;</i>	No other matters are of concern.
<i>(i) Policy 16.3.1.</i>	See Appendix B.

8.0 AGRICULTURE

8.6 Determination of Agricultural Capability

Policy 8.6.1 *It shall be the policy of Council to consider certain non-farm development, pursuant to the relevant specific policies of this Part, on land within the Agricultural designation that has been determined to have little or no agricultural capability. A determination of agricultural capability shall be based on the following:*

CRITERIA	COMMENT
<p>(a) 90 percent or more of the development site is an existing or abandoned resource extraction site such as a sand pit, gravel pit or quarry for which a permit for extraction has been issued by the Province of Nova Scotia. The resource extraction must have been existing or abandoned prior to the effective date of this Strategy; or</p>	<p>Not applicable.</p>
<p>(b) if not a resource extraction site, a study has been prepared by a professional agrologist, at the expense of the applicant, which concludes that the proposed development will not adversely affect the viability of surrounding agricultural operations and:</p>	<p>A study was prepared by R. Gary Morton, Professional Agrologist, in March 2016 which concluded that the “proposed development does not impact the ability to farm the Maynard lands. The proposed change is only a use change, and the proposed use change does not affect or impact the ability to farm these lands any more than under the current situation.”</p>
<p>(i) 90 percent or more of the development site has soils defined as Class 4 or lower capability for agriculture; or</p>	<p>Not applicable.</p>
<p>(ii) the soils have a capability for agriculture rating better than Class 4, but 90 percent or more of the development site exhibits severe limitations for agricultural use because of slope, stoniness, salinity, wetness, permeability, depth of soils, size of parcel or proximity to non-farm buildings;</p>	<p>Mr. Morton’s report (2016) states that the soil rating for the subject property is Class 3 in the Canadian Land Inventory (CLI) however the property would have limitations for agricultural use. The report highlights a few reasons for limitations, including that:</p> <ul style="list-style-type: none"> • “the land has not been farmed for over 25 years and the land has had poor crop returns when people have tried farming it; • the degree of slope of the back 10 acres of the property would not be suitable for the production of most vegetable crops and erosion would be a key concern on this site; • the development site is basically the area encompassing the farm residence, the associated yard, the outbuilding and a garage. The development area in essence defines the envelope around the existing buildings which at present are not available for agriculture production nor have they been for many years. These lands will likely not return to agriculture production, as most farms

	<p>require an area for a resident and the associated farm support buildings such as a garage;</p> <ul style="list-style-type: none"> • approximately 12.6 acres of the total 14.6 acres of the Maynard property will still be available for agriculture production, which is approximately the same amount that is currently available today prior to any development agreement; and • this project does not fragment the total farmland package, nor does it permanently separate any of the property lands.”
<i>(c) the study shall:</i>	
<i>(i) be prepared by a registered full member of the Nova Scotia Institute of Agrologists;</i>	Mr. Morton was a member of the Nova Scotia Insitute of Agrologists at the time the agrologist report (2016) was prepared.
<i>(ii) require a site inspection by the agrologist;</i>	The agrologist report (2016) states that a site inspection was conducted on March 4, 2016.
<i>(iii) specify the method used, consistent with the C.L.I. classification methodology, to determine soil capability for agriculture;</i>	Mr. Morton (2016) specified that “ <i>the 1954 Soil Survey of Hants County Nova Scotia, Report #5, D.B. Cann (AAFC), J.D. Hilchey and G.R. Smith (NSDA) and the database of the West Hants Planning Department</i> ” was used to determine the soil type and classification.
<i>(iv) identify any major site features or characteristics which influence or determine soil capability including, but not limited to, slope, soil texture, stoniness, wetness, salinity, permeability, and depth of soils;</i>	A description of site characteristics was included in the agrologist report (2016).
<i>(v) include a site plan illustrating the area studied and any relevant site features;</i>	A site plan and pictures were included in the agrologist report (2016).
<i>(vi) identify reasons why the use would be compatible with, or not adversely affect, area farms. Reference should be made to the following where applicable: site and locational constraints; infilling between existing non-farm development; logical extension of existing non-farm development; special use with special locational requirements; current pattern of development; parcel size and shape; surrounding</i>	Mr. Morton’s report (2016) specified that “ <i>there would be no foreseeable impact or limitation on the neighbouring properties to farm their lands as a result of this proposed project</i> ”.

<p><i>land uses; context within which the parcel fits into the farming area; viability of the parcel and remnant for farming; and existing, past and future use of the parcel and remnant;</i></p>	
<p><i>(vii) indicate the implications of letting the parcel go out of agricultural production; and</i></p>	<p>See 8.6.1 (b).</p>
<p><i>(viii) indicate the implications of fragmenting the land.</i></p>	<p>Mr. Morton's report (2016) specified that <i>"this project does not fragment the total farmland package, nor does it permanently separate any of the property lands."</i></p>

APPENDIX B

GENERAL CRITERIA FOR DEVELOPMENT AGREEMENT

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works stated that the property does not currently have municipal water or sewer, nor is it a location that is projected to be developed with such services in the immediate future. Any additional water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.
<i>(ii) the adequacy of school facilities;</i>	No impact on school facilities is anticipated.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	In response to an inquiry, the local Fire Chief stated that they do not see an issue with fire protection for this property. The Senior Building and Fire Official added that any additions to the building would require the appropriate building and development permits and appropriate fire separations between the sales office and vehicle repair shop.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	See 8.9.4 (f).
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality related to this development agreement amendment.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i>	The Director of Public Works stated that this property is not serviced and is not capable of being serviced by municipal water and sewer at this time. Supply of water and septic disposal is the responsibility of the owners. See 16.3.1 (a)(i).
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The addition of the automobile sales establishment to the automobile repair shop will add minimal traffic on McKay Road. DTIR has determined there is adequate access to the property and does not anticipate any negative impact to the Provincial road network. There is no rail

	transportation in this area. No impact on pedestrian traffic or safety is anticipated.
<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer confirmed that the dimensions and shape of the development site is adequate for the proposed use.
<i>(e) the pattern of development which the proposal might create;</i>	The Development Officer does not foresee any pattern of development being established or any adverse effects on the surrounding agricultural area with this proposed amendment.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</i>	The agrologist report (2016) states some limitations of the property for agricultural uses including slope and soil quality, however as the proposed uses will be contained within the development site these limitations will not be a factor for the proposed uses. The Municipal Climate Change Action Plan (MCCAP) Inland Flooding map (2013) and Seawater Intrusion map (2013) were consulted and the property does not appear susceptible to flooding or seawater intrusion.
<i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by laws and regulations; and</i>	All Municipal, Provincial and Federal regulations will have to be met.
<i>(h) any other matter required by relevant policies of this Strategy.</i>	All other matters have been addressed elsewhere in this report.

APPENDIX C
DRAFT DEVELOPMENT AGREEMENT showing amendments

Red = proposed changes to the agreement

Purple = proposed changes for new Regional Municipality



DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2020.

BETWEEN:

REGION OF WINDSOR AND WEST HANTS MUNICIPALITY, a **municipal** body corporate ~~pursuant to the Municipal Government Act, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,~~

(Hereinafter referred to as the "**MUNICIPALITY Municipality**")

OF THE FIRST PART

- and -

JAMES and MICHELLE MAYNARD, of 741 McKay Road, ~~Newport McKay Section~~, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "**DEVELOPER Owners**")

OF THE SECOND PART

WHEREAS the **DEVELOPER Owners** are the registered owners of a 14.6 acre parcel of land located at 741 McKay Road, ~~Newport McKay Section~~, (PID 45372224), hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto;

~~**AND WHEREAS** the DEVELOPER has requested that the MUNICIPALITY enter into a development agreement to permit a Resource Industrial use (a home-based auto repair shop) on the Property (the "Development") pursuant to Policy 8.9.4 of the Municipality of the District of West Hants Municipal Planning Strategy (the "Municipal Planning Strategy");~~

AND WHEREAS the Owners and Municipality entered into a development agreement to permit a Resource Industrial (M-1) use (a home-based auto repair shop) dated May 31, 2016 and recorded at the Land Registry Office on June 8, 2016 as document 109062613;

AND WHEREAS the Owners have requested to amend this Agreement to change the permitted Resource Industrial (M-1) use from a home-based auto repair shop to an automobile sales establishment which will allow the display and sales of vehicles and vehicle accessories in conjunction with the automobile repair shop;

AND WHEREAS the Property is designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipality's Municipal Planning Strategy (June 26, 2008) and zoned Agriculture Priority Two (AR-2) on the Zoning Map of the West Hants Municipality's Land Use By-law (June 26, 2008);

AND WHEREAS Policy 8.9.4 of the West Hants Municipal Planning Strategy and Section 6.1 (s) of the West Hants Municipality's Land Use By-law provide that new Resource Industrial (M-1) uses may be developed on properties zoned Agriculture Priority Two (AR-2) only by development agreement;

AND WHEREAS the Council of the Municipality, at a meeting held on ~~April 12, 2016~~ Month Day, 2020 approved the request for amendment and adopted this amending Agreement by policy;

AND WHEREAS the following Schedules shall be attached to and form a part of this amending agreement:

- (a) Schedule A – Legal Description
- (b) Schedule B – Development Site

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this amending Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the West Hants Municipality's Land Use By-law, except those defined as follows:

~~"Home-Based Automobile Repair Shop" means a commercial shop for the general repair, rebuilding, and reconditioning of vehicles and light trucks (up to one ton), done in conjunction with a single unit dwelling.~~

~~"Automobile Sales Establishment" means a building or part of a building or space on a lot used for retail or wholesales or rental of vehicles (up to one ton) and vehicle accessories, and includes an automobile repair shop, done in conjunction with a single unit dwelling.~~

~~"Development Site" means the area of the Property defined by the parallelogram of 400 ft by 200 ft which is shown on Schedule B to this amending Agreement.~~

“Visual Buffer” means a landscaped open space on which is situated one or more of the following, arranged in such a way as to form a dense or opaque visual screen:

- (a) a continuous row of evergreen trees or shrubs;
- (b) an opaque fence;
- (c) a berm.

2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

- 2.1 The **DEVELOPER Owners** agree that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this **amending Agreement**.
- 2.2 All references in this **amending Agreement** to the “Land Use By-law” are to the Municipality of the District of West Hants Land Use By-law ~~(the “Land Use By-law”)~~ or its successors.
- 2.3 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Land Use By-law, as may be amended from time to time.
- 2.4 Nothing in this **amending Agreement** shall exempt or be taken to exempt the **DEVELOPER Owners** or any other person from complying with **Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder. the requirements of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia, and the DEVELOPER agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Property.**
- 2.5 Where the provisions of this **amending Agreement** conflict with those of any by-law of the **Municipality** applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.
- 2.6 The provisions of this **amending Agreement** are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
- 2.7 Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender. All words appearing in this **amending Agreement** shall carry the meaning defined in the Land Use By-law, except those which may have a specific definition herein.
- 2.8 Where the written text of this **amending Agreement** conflicts with information provided in the Schedules attached to this **amending Agreement**, the written text of this **amending Agreement** shall prevail.
- 2.9 The Developer shall, upon written request, provide the **Municipality** with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

3.0 USE OF LAND AND BUILDINGS

- 3.1 The uses permitted on the Property shall be limited to:
- ~~(a) a home based auto repair shop;~~
 - ~~(b) a single unit dwelling;~~
 - (a) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (b) an automobile sales establishment, subject to the provisions of clause 3.2 and the other provisions of this Agreement; and
 - (c) uses and structures accessory to the uses specified in clause 3.1 (a) and (b), including, but not limited to, storage sheds and garages.
- 3.2 The ~~home based auto repair shop~~ automobile sales establishment is permitted provided that:
- (a) the dwelling is occupied as the principal residence of the operator of the ~~home based auto repair shop~~ automobile sales establishment;
 - (b) the external appearance of the dwelling is not changed by the ~~home based auto repair shop~~ automobile sales establishment;
 - (c) there are no more than four assistants employed in the ~~home based auto repair shop~~ automobile sales establishment who are not residents in the dwelling;
 - (d) no signage shall be permitted other than one ground sign no larger than 10 ft² in area, and one facia sign no larger than 10 ft² in area. No internal illumination of these signs shall be permitted. An indoor sign shall not be considered a sign for the purposes of this ~~amending~~ Agreement;
 - (e) open storage shall be limited to the rear yard of the existing two bay garage and screened from view of adjacent residential properties by a visual buffer;
 - (f) outdoor display of up to three (3) motor vehicles shall be permitted in the front yard of the Development Site provided that the outdoor display area is a minimum of 25 ft from the front lot line;
 - (g) ~~(f)~~ the Development Officer may approve a change in hours of operation, provided that all other requirements of this ~~amending~~ Agreement and the Land Use By-law can be met; and
 - (h) ~~(g)~~ no ~~home based auto repair shop~~ automobile sales establishment uses are permitted on the Property except on the Development Site; ~~and~~
- ~~3.3 No other uses are permitted on the Property, except that any use permitted in the underlying zone shall be permitted, provided the requirements of the Land Use By-law and this Agreement can be satisfied, and where there is any conflict between the two, the more stringent requirements are to apply.~~

4.0 BUILDING LOCATION AND DESIGN

- ~~4.1 Any residential or agricultural accessory building as outlined in section 3.1(c), shall meet all setback requirements as outlined in Section 5.1 of the Land Use By-law, Accessory Buildings and Structures.~~
- ~~4.1.4.2~~ Notwithstanding Section 3.2 (f), no structures or parking areas to be used for the ~~home based auto repair shop~~ automobile sales establishment shall be permitted in the front yard, that is, the portion of the lot formed by a straight line running along

the front of the dwelling and extending on either side to the boundary of the Development Site.

4.2 Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

4.3 Nothing in this amending Agreement shall prevent the enlargement, reconstruction, repair or renovation of any existing buildings on the Property provided all requirements of this amending Agreement can be met.

5.0 HOURS OF OPERATION

5.1 The hours of operation for the ~~home-based~~ automobile repair shop shall be limited to between 7:00 a.m. and 9:00 p.m. daily, Monday to Sunday, inclusive.

6.0 PARKING

6.1 A maximum of five (5) parking spaces shall be provided, other than that required by the dwelling, ~~,with each space having minimum dimensions of 10 by 20 feet.~~

6.2 The business parking spaces shall be screened from view of adjacent residential properties by a visual buffer.

7.0 LIGHTING AND STORAGE

7.1 Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

8.0 APPROVALS AND PERMITS

8.1 Prior to the operation of the business as outlined in section 3.1 (ab), the DEVELOPER Owners shall apply for and obtain all applicable permits.

8.2 The property is not serviced by municipal water and sewer. Any water supply, or septic disposal required for any of the uses described in Section 3 of this amending Agreement, shall be approved by the Department of Environment and installed at the expense of the Owners.

~~9.0~~ MAINTENANCE

~~9.1~~ The DEVELOPER Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

~~9.2~~ The DEVELOPER Owners shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

~~10.0~~ AMENDMENTS

~~10.1~~ The Owners shall not vary or change the use of the Property from that provided for in Section 3 of this amending Agreement unless a new agreement is entered into with the Municipality or this amending Agreement is further amended.

10.2 The following non-substantive matter may be changed or altered with the written consent of Council without amendment to this amending Agreement or a public hearing provided that Council determines that the changes do not substantially alter the intent of this amending Agreement:

(a) any addition or removal of lands to the lot that does not make any alteration to the Development Site.

10.3 ~~11.2~~ Amendments to any matters not identified under Section ~~11.1~~ 10.1 are substantive and shall only be amended in accordance with the provisions of Section 230 of the Municipal Government Act.

~~11.0 12.0~~ COMMENCEMENT OF DEVELOPMENT

11.1 ~~12.1~~ Development as provided in Section 3.1 (ab) of this amending Agreement shall commence not later than twenty-four (24) months from the date this amending Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this amending Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act 30 days after giving Notice of Intent to Discharge to the DEVELOPER Owners. Upon the written request of the DEVELOPER Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an further amendment to this amending Agreement.

11.2 ~~12.2~~ If the DEVELOPER Owners are bona fide delayed from commencing the development for reasons which are beyond the DEVELOPER's Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the DEVELOPER Owners is excused for the period of the delay and the time period for the DEVELOPER Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this amending Agreement.

~~12.0 13.0~~ DISCHARGE OF AGREEMENT

12.1 ~~13.1~~ Notice of Intent to Discharge this amending Agreement may be given by the Municipality to the DEVELOPER Owners following a resolution of Council to give such Notice:

(a) as provided for in Section ~~12.1~~ 11.1 of this amending Agreement; or

(b) at the discretion of the Municipality, with or without the concurrence of the DEVELOPER Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

(c) at any time upon the written request of the DEVELOPER Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

~~13.0 14.0~~ ADMINISTRATION AND ENFORCEMENT

13.1 ~~14.1~~ This amending Agreement shall be administered by the Development Officer for the Municipality.

~~13.2~~ ~~14.2~~ Enforcement of this **amending** Agreement shall be the responsibility of the Municipality.

14.0 ~~15.0~~ ONUS FOR COMPLIANCE ON DEVELOPER

~~14.1~~ ~~15.1~~ The Municipality does not make any representations to the Owners about the suitability of the Property for the development proposed by this agreement. The Owners assume all risks and must ensure that any proposed development complies with this **amending** Agreement and all other laws pertaining to the Development.

14.2 Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this **amending** Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this **amending** Agreement.

15.0 ~~16.0~~ REGISTRATION OF AGREEMENT

~~15.1~~ ~~16.1~~ This **amending** Agreement shall be registered as a Burden on the Registered Interests upon the Property, described as "Agreement re use of land".

16.0 ~~17.0~~ ASSIGNMENT OF AGREEMENT

~~16.1~~ ~~17.1~~ The **DEVELOPER** Owners may, at any time and from time to time, transfer or assign this **amending** Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this **amending** Agreement.

18.0 ~~19.0~~ COSTS

~~18.1~~ ~~19.1~~ The **DEVELOPER** shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

17.0 ~~19.0~~ AGREEMENT AND PERMITS

~~17.1~~ ~~19.1~~ This **amending** Agreement shall not be entered into, ~~or signed by all parties,~~ until either the time for appeal under Section 247 of the Municipal Government Act has expired, or any appeals which have been lodged have been disposed of by the Nova Scotia Utility and Review Board.

~~17.2~~ ~~19.2~~ Neither a development permit nor a building permit shall be issued until this **amending** Agreement has been ~~executed by both parties and~~ registered at the Nova Scotia Land Registry ~~Office of Deeds~~.

18.0 ~~20.0~~ DEVELOPMENT AGREEMENT BOUND TO LAND

~~18.1~~ ~~20.1~~ This **amending** Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns, and shall run with the land which is the subject of this **amending** Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act. It is acknowledged and agreed by the Owners that steps taken in the approval and registration of this Agreement by the Municipality of the District of West Hants or the

Region of Windsor and West Hants Municipality shall be treated as part of a single, continuous, lawful process of carrying out the steps required of the appropriate municipal entity for bringing into effect a development agreement under the Municipal Government Act, SNS 1998, c. 18 as amended, and accordingly that the approval process need not have been recommenced from the beginning upon the coming into existence of the Region of Windsor and West Hants Municipality.

19.0 ~~21.0~~ BREACH OF TERMS OR CONDITIONS

19.1 ~~21.1~~ ~~The Municipality,~~ Upon breach of any term or condition of this amending Agreement, the Municipality may notify the Owners in writing. In the event that the Owners have not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the Municipal Government Act and may, ~~if thirty (30) days' notice in writing has been provided to the DEVELOPER Owners,~~ enter the land and perform any of the terms contained in ~~theis development amending~~ Agreement, or take such remedial action as is considered necessary to correct a breach of ~~theis amending~~ Agreement, including the removal or destruction of anything that contravenes the terms of ~~theis amending~~ Agreement and including decommissioning the site. It is agreed that all reasonable expenses, including costs on a solicitor and client basis, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of ~~theis amending Development~~ Agreement.

20.0 ~~22.0~~ WRITTEN NOTICE

20.1 ~~22.1~~ The Municipality may serve notice on the DEVELOPER Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to James and Michelle Maynard, 741 McKay Road, PO Box 110, Newport, BON 2A0, or at any other address provided by the DEVELOPER Owners.

20.2 ~~22.2~~ The DEVELOPER Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer at the principal business premises of the Municipality as shown on its website from time to time. ~~, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, NS, BON 2T0.~~

23.0 TIME

23.1 Time shall be of the essence in this Agreement.

21.0 ~~23.0~~ FULL AGREEMENT

21.1 ~~23.1~~ This amending Agreement constitutes the entire Agreement and contract entered into by the Municipality and the Owners. No other agreement or representation, oral or written, shall be binding.

AFFIDAVIT OF CLERK, REGION OF WINDSOR AND WEST HANTS MUNICIPALITY

I, _____, of Windsor, in the County of Hants, Province of Nova Scotia make oath and swear that:

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

SWORN TO at _____, in the County of Hants, Province of Nova Scotia this _____ day of _____, 2020, before me:

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

, Clerk

I CERTIFY that on this date, _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (SPOUSES)

We, James and Michelle Maynard, the "Deponents", make oath and swear that:

1. **We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit "spouse" means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to Section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2020
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

JAMES MAYNARD

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

MICHELLE MAYNARD

Schedule A

Place Name: MCKAY ROAD MCKAY SECTION

Municipality/County: MUNICIPALITY OF THE DISTRICT OF HANTS WEST/HANTS COUNTY

Designation of Parcel on Plan: LOT AB-1

Title of Plan: PLAN OF S/D OF LANDS OF HUGH HARRY, SHARON PATRICIA, HUGH MICHAEL & KIMBERLEY L MAYNARD TO FORM AB-1, LOT HM-1 & REMAINDER LOT C-1, MCKAY RD, MCKAY SECTION

Registration County: HANTS COUNTY

Registration Number of Plan: 89116371

Registration Date of Plan: 2007-10-23 11:33:37

SUBJECT TO the Agreement re Use of Land (burden) created by the instrument recorded in the Land Registration Office for Hants County, Nova Scotia as Document 109062613 on June 8, 2016.

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

Compliance:

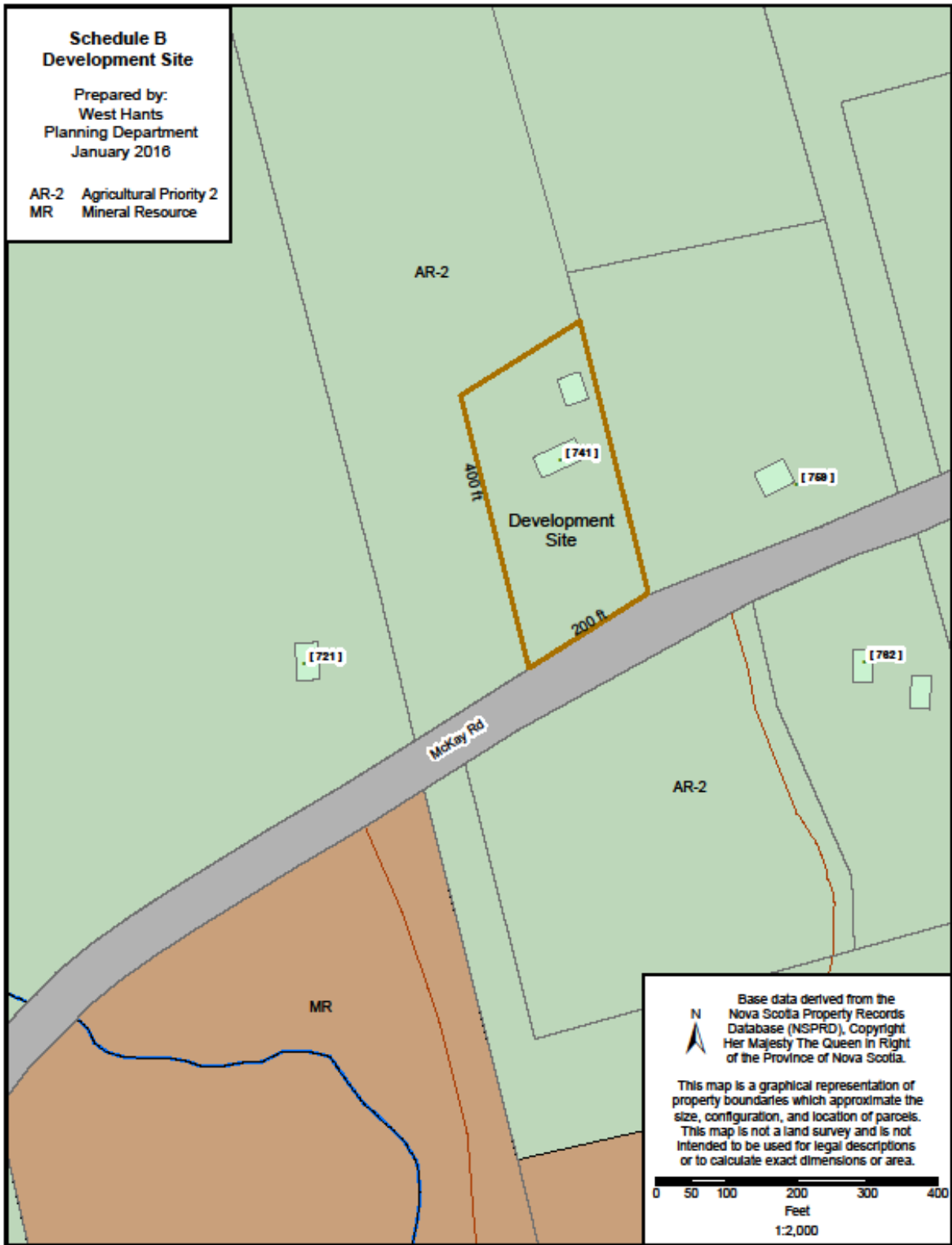
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2007

Plan or Document Number: 89116371

Schedule B



**APPENDIX D
DRAFT DEVELOPMENT AGREEMENT**

DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2020.

BETWEEN:

REGION OF WINDSOR AND WEST HANTS MUNICIPALITY, a municipal body
corporate,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

JAMES and MICHELLE MAYNARD, of 741 McKay Road, McKay Section, in the County
of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owners")

OF THE SECOND PART

WHEREAS the Owners are the registered owners of a 14.6 acre parcel of land located at 741 McKay Road, McKay Section, (PID 45372224), hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto;

AND WHEREAS the Owners and Municipality entered into a development agreement to permit a Resource Industrial (M-1) use (a home-based auto repair shop) dated May 31, 2016 and recorded at the Land Registry Office on June 8, 2016 as document 109062613;

AND WHEREAS the Owners have requested to amend this Agreement to change the permitted Resource Industrial (M-1) use from a home-based auto repair shop to an automobile sales establishment which will allow the display and sales of vehicles and vehicle accessories in conjunction with the automobile repair shop;

AND WHEREAS the Property is designated Agriculture on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (June 26, 2008) and zoned Agriculture Priority Two (AR-2) on the Zoning Map of the West Hants Land Use By-law (June 26, 2008);

AND WHEREAS Policy 8.9.4 of the West Hants Municipal Planning Strategy and Section 6.1 (s) of the West Hants Land Use By-law provide that new Resource Industrial (M-1) uses may be developed on properties zoned Agriculture Priority Two (AR-2) only by development agreement;

AND WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2020 approved the request for amendment and adopted this amending Agreement by policy;

AND WHEREAS the following Schedules shall be attached to and form a part of this amending agreement:

- (a) Schedule A – Legal Description
- (b) Schedule B – Development Site

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1.0 DEFINITIONS

1.1 In this amending Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the West Hants Land Use By-law, except those defined as follows:

“Automobile Repair Shop” means a commercial shop for the general repair, rebuilding, and reconditioning of vehicles and light trucks (up to one ton).

“Automobile Sales Establishment” means a building or part of a building or space on a lot used for retail or wholesales or rental of vehicles (up to one ton) and vehicle accessories, and includes an automobile repair shop, done in conjunction with a single unit dwelling.

“Development Site” means the area of the Property defined by the parallelogram of 400 ft by 200 ft which is shown on Schedule B to this amending Agreement.

“Visual Buffer” means a landscaped open space on which is situated one or more of the following, arranged in such a way as to form a dense or opaque visual screen:

- (a) a continuous row of evergreen trees or shrubs;
- (b) an opaque fence;
- (c) a berm.

2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

2.1 The Owners agree that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this amending Agreement.

2.2 All references in this amending Agreement to the “Land Use By-law” are to the Municipality of the District of West Hants Land Use By-law or its successors.

2.3 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Land Use By-law, as may be amended from time to time.

2.4 Nothing in this amending Agreement shall exempt or be taken to exempt the Owners or any other person from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

- 2.5 Where the provisions of this amending Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.
- 2.6 The provisions of this amending Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
- 2.7 Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender. All words appearing in this amending Agreement shall carry the meaning defined in the Land Use By-law, except those which may have a specific definition herein.
- 2.8 Where the written text of this amending Agreement conflicts with information provided in the Schedules attached to this amending Agreement, the written text of this amending Agreement shall prevail.
- 2.9 The Developer shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

3.0 USE OF LAND AND BUILDINGS

- 3.1 The uses permitted on the Property shall be limited to:
- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (b) an automobile sales establishment, subject to the provisions of clause 3.2 and the other provisions of this Agreement; and
 - (c) uses and structures accessory to the uses specified in clause 3.1 (a) and (b), including, but not limited to, storage sheds and garages.
- 3.2 The automobile sales establishment is permitted provided that:
- (a) the dwelling is occupied as the principal residence of the operator of the automobile sales establishment;
 - (b) the external appearance of the dwelling is not changed by the automobile sales establishment;
 - (c) there are no more than four assistants employed in the automobile sales establishment who are not residents in the dwelling;
 - (d) no signage shall be permitted other than one ground sign no larger than 10 ft² in area, and one fascia sign no larger than 10 ft² in area. No internal illumination of these signs shall be permitted. An indoor sign shall not be considered a sign for the purposes of this amending Agreement;
 - (e) open storage shall be limited to the rear yard of the existing two bay garage and screened from view of adjacent residential properties by a visual buffer;
 - (f) outdoor display of up to three (3) motor vehicles shall be permitted in the front yard of the Development Site provided that the outdoor display area is a minimum of 25 ft from the front lot line;
 - (g) the Development Officer may approve a change in hours of operation, provided that all other requirements of this amending Agreement and the Land Use By-law can be met; and

(h) no automobile sales establishment uses are permitted on the Property except on the Development Site.

4.0 BUILDING LOCATION AND DESIGN

4.1 Notwithstanding Section 3.2 (f), no structures or parking areas to be used for the automobile sales establishment shall be permitted in the front yard, that is, the portion of the lot formed by a straight line running along the front of the dwelling and extending on either side to the boundary of the Development Site.

4.2 Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

4.3 Nothing in this amending Agreement shall prevent the enlargement, reconstruction, repair or renovation of any existing buildings on the Property provided all requirements of this amending Agreement can be met.

5.0 HOURS OF OPERATION

5.1 The hours of operation for the automobile repair shop shall be limited to between 7:00 a.m. and 9:00 p.m. daily, Monday to Sunday, inclusive.

6.0 PARKING

6.1 A maximum of five (5) parking spaces shall be provided, other than that required by the dwelling.

6.2 The business parking spaces shall be screened from view of adjacent residential properties by a visual buffer.

7.0 LIGHTING AND STORAGE

7.1 Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

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8.1 Prior to the operation of the business as outlined in section 3.1 (b), the Owners shall apply for and obtain all applicable permits.

8.2 The property is not serviced by municipal water and sewer. Any water supply, or septic disposal required for any of the uses described in Section 3 of this amending Agreement, shall be approved by the Department of Environment and installed at the expense of the Owners.

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9.1 The Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

9.2 The Owners shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

10.0 AMENDMENTS

10.1 The Owners shall not vary or change the use of the Property from that provided for in Section 3 of this amending Agreement unless a new agreement is entered into with the Municipality or this amending Agreement is further amended.

10.2 The following non-substantive matter may be changed or altered with the written consent of Council without a public hearing provided that Council determines that the changes do not substantially alter the intent of this amending Agreement:

(a) any addition or removal of lands to the lot that does not alter the Development Site.

10.3 Amendments to any matters not identified under Section 10.1 are substantive and shall only be amended in accordance with the provisions of Section 230 of the Municipal Government Act.

11.0 COMMENCEMENT OF DEVELOPMENT

11.1 Development as provided in Section 3.1 (b) of this amending Agreement shall commence not later than twenty-four (24) months from the date this amending Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this amending Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be a further amendment to this amending Agreement.

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12.1 Notice of Intent to Discharge this amending Agreement may be given by the Municipality to the Owners following a resolution of Council to give such Notice:

(a) as provided for in Section 11.1 of this amending Agreement; or

(b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

(c) at any time upon the written request of the Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

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14.2 Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this amending Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this amending Agreement.

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15.1 This amending Agreement shall be registered as a Burden on the Registered Interests upon the Property, described as "Agreement re use of land".

16.0 ASSIGNMENT OF AGREEMENT

16.1 The Owners may, at any time and from time to time, transfer or assign this amending Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this amending Agreement.

17.0 AGREEMENT AND PERMITS

17.1 This amending Agreement shall not be entered into until either the time for appeal under Section 247 of the Municipal Government Act has expired, or any appeals which have been lodged have been disposed of by the Nova Scotia Utility and Review Board.

17.2 Neither a development permit nor a building permit shall be issued until this amending Agreement has been registered at the Nova Scotia Land Registry Office.

18.0 DEVELOPMENT AGREEMENT BOUND TO LAND

18.1 This amending Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns, and shall run with the land which is the subject of this amending Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act. It is acknowledged and agreed by the Owners that steps taken in the approval and

registration of this Agreement by the Municipality of the District of West Hants or the Region of Windsor and West Hants Municipality shall be treated as part of a single, continuous, lawful process of carrying out the steps required of the appropriate municipal entity for bringing into effect a development agreement under the Municipal Government Act, SNS 1998, c. 18 as amended, and accordingly that the approval process need not have been recommenced from the beginning upon the coming into existence of the Region of Windsor and West Hants Municipality.

19.0 BREACH OF TERMS OR CONDITIONS

19.1 Upon breach of any term or condition of this amending Agreement, the Municipality may notify the Owners in writing. In the event that the Owners have not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the Municipal Government Act and may enter the land and perform any of the terms contained in this amending Agreement, or take such remedial action as is considered necessary to correct a breach of this amending Agreement, including the removal or destruction of anything that contravenes the terms of this amending Agreement and including decommissioning the site. It is agreed that all reasonable expenses, including costs on a solicitor and client basis, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of this amending Agreement.

20.0 WRITTEN NOTICE

20.1 The Municipality may serve notice on the Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to James and Michelle Maynard, 741 McKay Road, PO Box 110, Newport, BON 2A0, or at any other address provided by the Owners.

20.2 The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer at the principal business premises of the Municipality as shown on its website from time to time.

21.0 FULL AGREEMENT

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

AFFIDAVIT OF CLERK, REGION OF WINDSOR AND WEST HANTS MUNICIPALITY

I, _____, of Windsor, in the County of Hants, Province of Nova Scotia make oath and swear that:

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

SWORN TO at _____, in the County of Hants, Province of Nova Scotia this _____ day of _____, 2020, before me:

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

, Clerk

I CERTIFY that on this date, _____ the foregoing Affidavit.

_____ personally came before me and swore under oath

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (SPOUSES)

We, James and Michelle Maynard, the "Deponents", make oath and swear that:

1. **We acknowledge that we executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. We are nineteen years of age or older and are residents of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit "spouse" means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to Section 55(1) of the Act.
4. We are the spouses of each other. Neither of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2020
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

JAMES MAYNARD

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

MICHELLE MAYNARD

Schedule A

Place Name: MCKAY ROAD MCKAY SECTION

Municipality/County: MUNICIPALITY OF THE DISTRICT OF HANTS WEST/HANTS COUNTY

Designation of Parcel on Plan: LOT AB-1

Title of Plan: PLAN OF S/D OF LANDS OF HUGH HARRY, SHARON PATRICIA, HUGH MICHAEL & KIMBERLEY L MAYNARD TO FORM AB-1, LOT HM-1 & REMAINDER LOT C-1, MCKAY RD, MCKAY SECTION

Registration County: HANTS COUNTY

Registration Number of Plan: 89116371

Registration Date of Plan: 2007-10-23 11:33:37

SUBJECT TO the Agreement re Use of Land (burden) created by the instrument recorded in the Land Registration Office for Hants County, Nova Scotia as Document 109062613 on June 8, 2016.

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

Compliance:

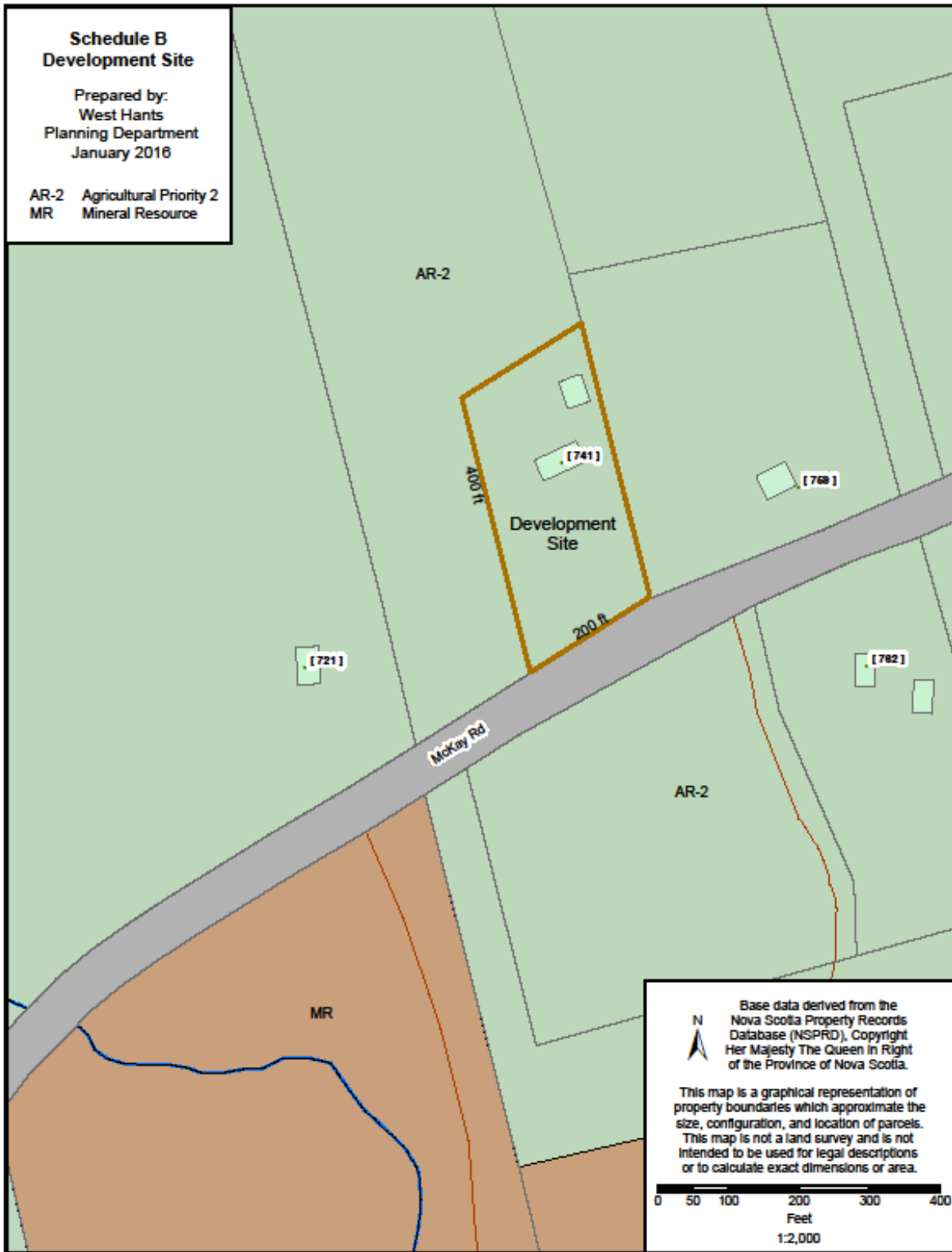
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2007

Plan or Document Number: 89116371

Schedule B





WWH
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TOGETHER

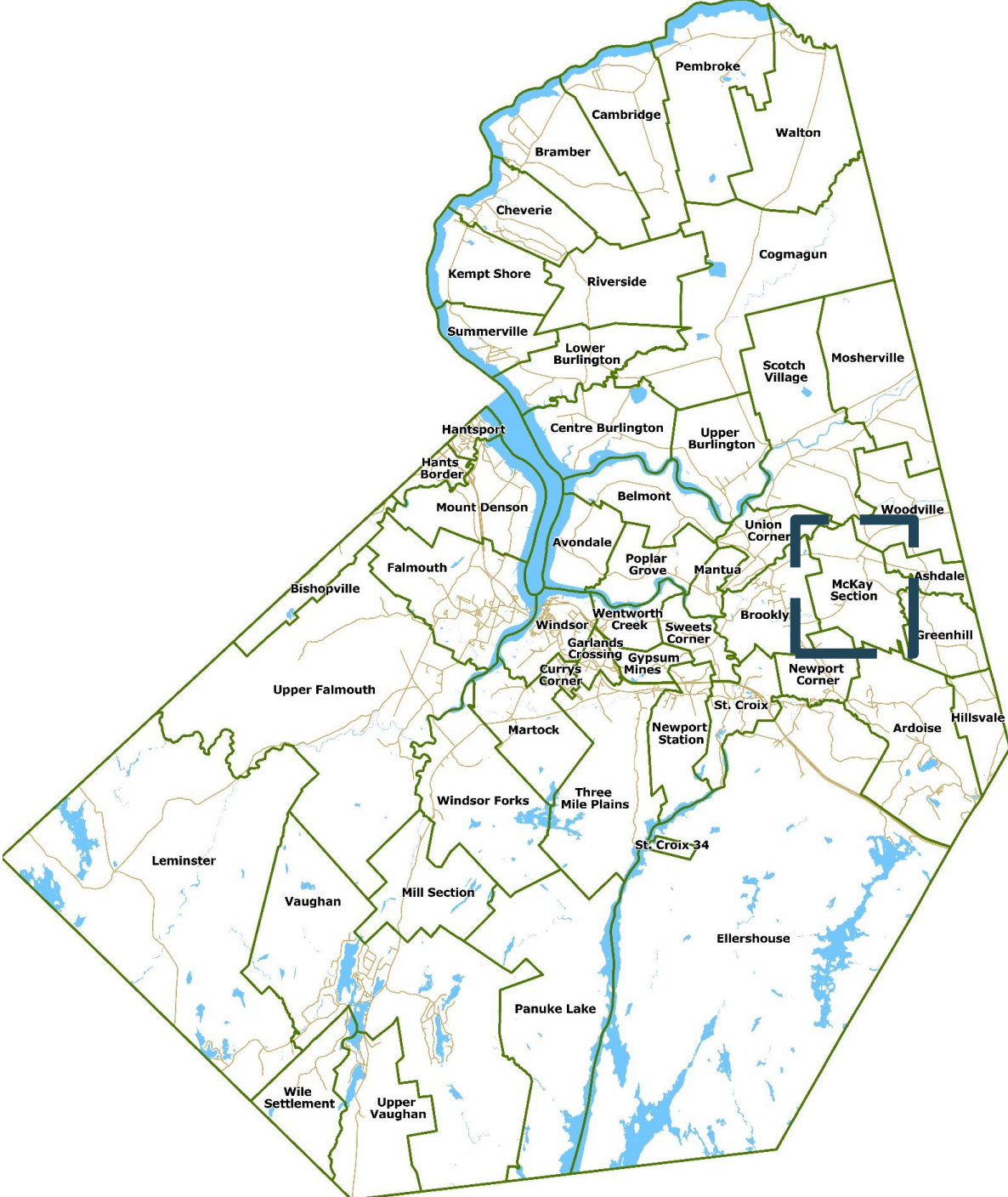


**Development Agreement Amendment:
741 McKay Road, McKay Section; PID 45372224
Public Hearing
May 26, 2020**

Background

- ▶ Received an application from James and Michelle Maynard to amend their development agreement which allows a home-based auto repair shop (June 8, 2016)
- ▶ Request to expand the uses permitted by the development agreement to include vehicle sales and vehicle accessory sales

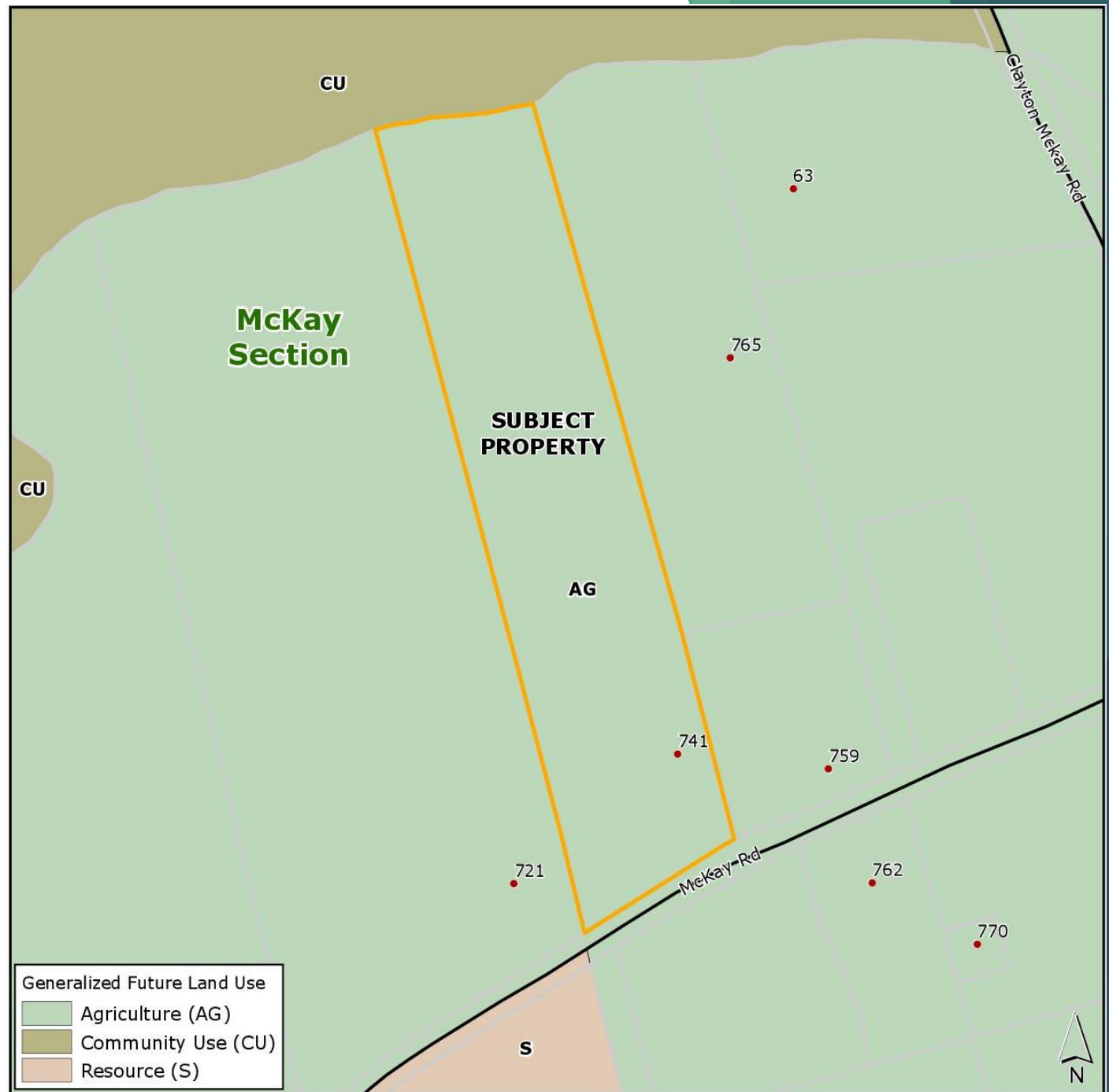
Context Map



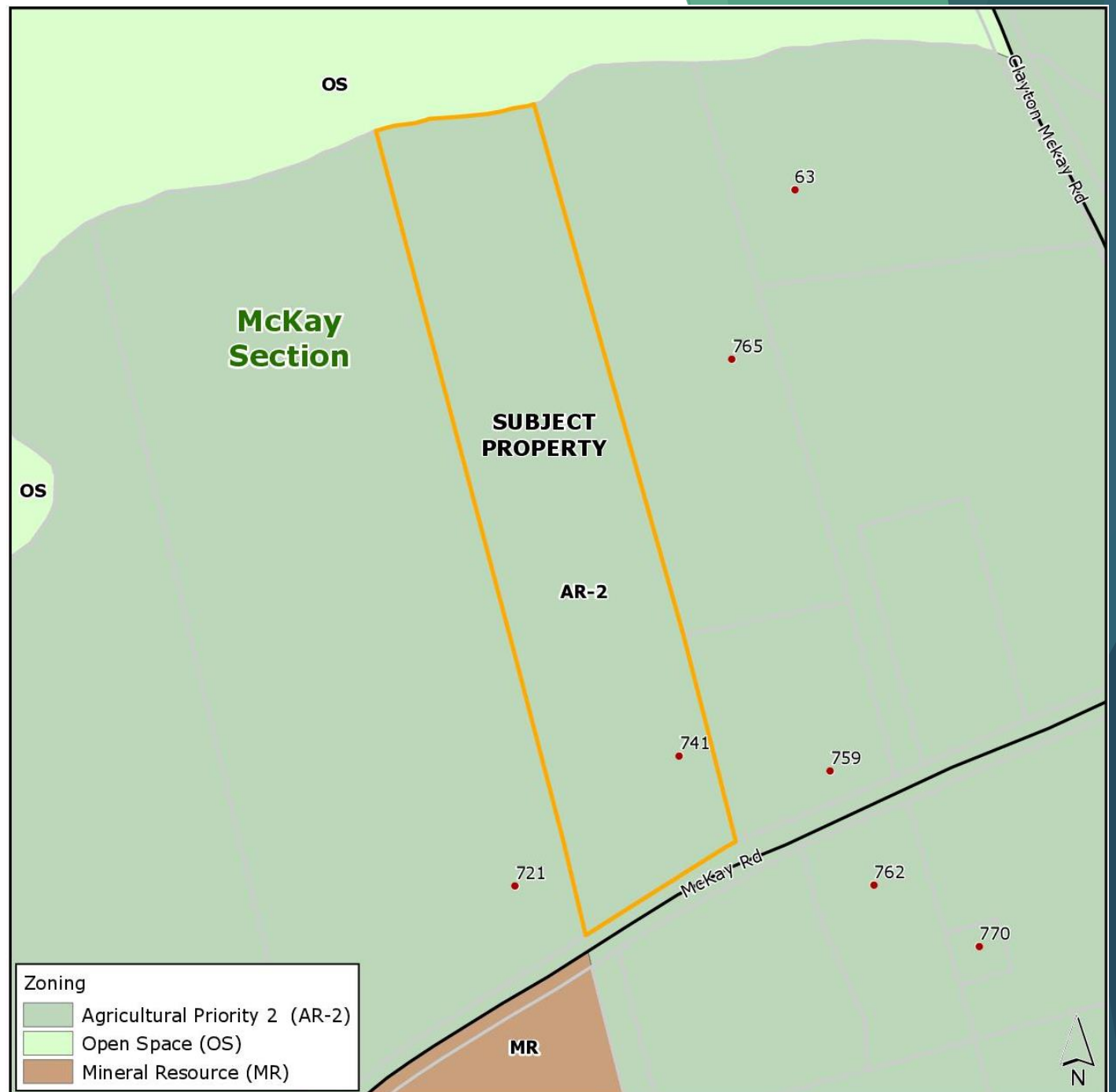
Orthographic Photo



Generalized Future Land Use



Zoning



Document Review

- ▶ Part 8 of the WHMPS contains the overall intention for the Agriculture areas in West Hants; Section 8.9 describes the policies for the Agricultural Priority Two (AR-2) Zone
- ▶ **Policy 8.9.4** states that *“it shall be the intention of Council to **consider new non-resource** Rural Commercial (RC), Recreation Commercial (RecC), **Resource Industrial (M-1)** or Open Space (OS) uses in the AR-2 zone by development agreement.”*

Document Review Cont.

- ▶ Section 6.1 of the WHLUB, *Development Agreements*, states that
- ▶ *"The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy: ...*
 - ▶ *(s) Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the Agricultural Priority Two (AR-2) zone and the Agricultural Priority Three (AR-3) zone outside the Growth Centre, Village and Hamlet designations in accordance with Policies 8.9.4 and 8.10.5 respectively of the Municipal Planning Strategy;*

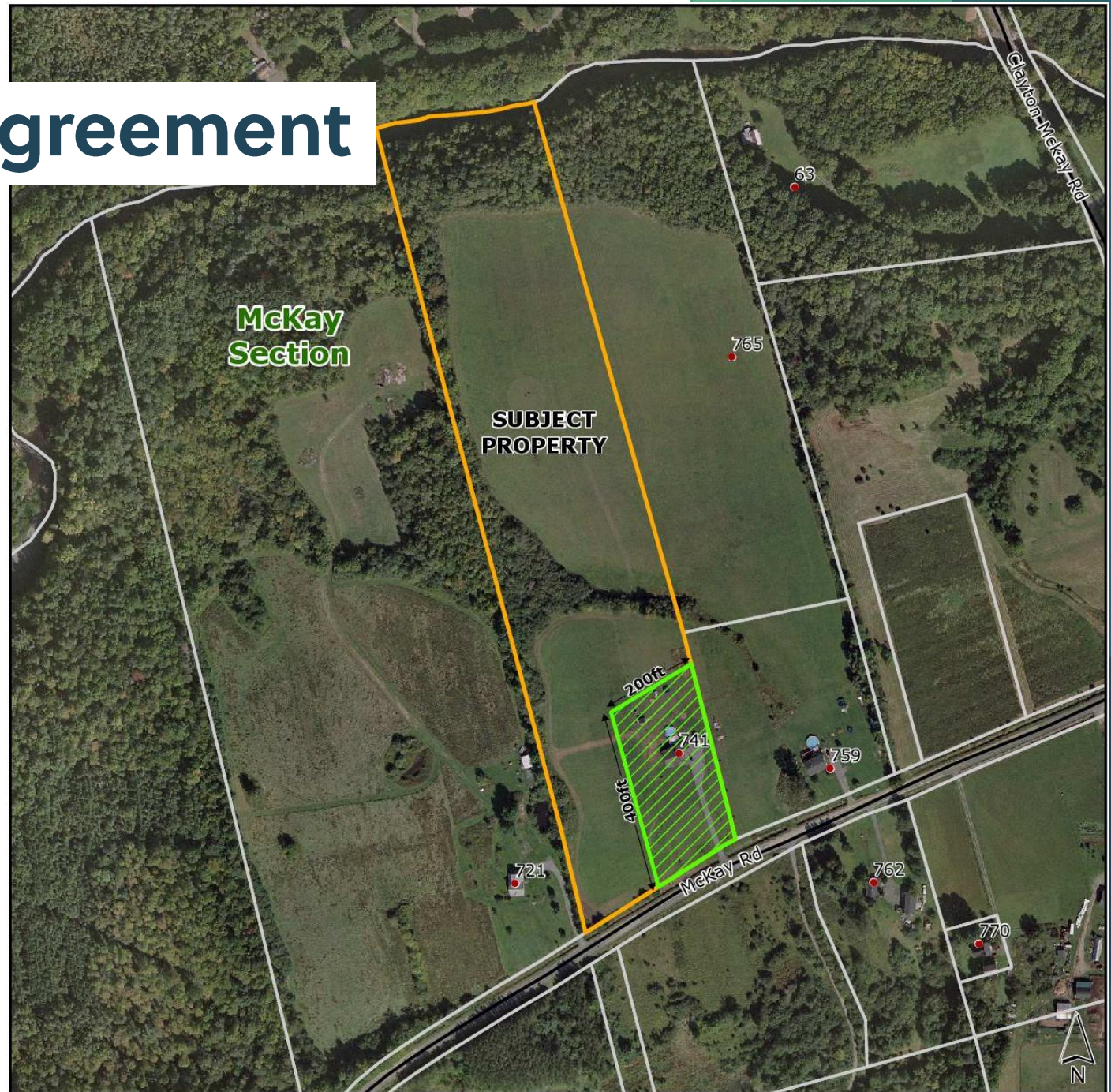
Document Review Cont.

Resource Industrial (M-1) Zone

- ▶ Lists one dwelling unit in conjunction with a permitted Industrial use and lists *"any activity connected with the automobile trade other than an automobile scrap yard or automobile related commercial recreation establishment"* as a permitted use

2016 Development Agreement

- ▶ Allows a home-based auto repair shop
 - ▶ *"a commercial shop for the general repair, rebuilding, and reconditioning of automobiles and light trucks (up to one ton), done in conjunction with a single unit dwelling"*
- ▶ Limited to a 400 ft x 200 ft development site
- ▶ Hours of operation 7 a.m. to 9 p.m., Monday to Sunday



Development Agreement *Proposal*

- ▶ Request to display one to three used vehicles and vehicle accessories as an extra service for customers and to draw new customers into the business

Development Agreement

Proposed Amendments

- ▶ Amend definition of the permitted use to an automobile sales establishment
 - ▶ *“a building or part of a building or space on a lot used for retail or wholesales or rental of vehicles (up to one ton) and vehicle accessories, and includes an automobile repair shop, done in conjunction with a single unit dwelling.”*
- ▶ Allow outdoor display of up to three (3) vehicles
 - ▶ Required to be a minimum of 25 ft from the front lot line

Specific Criteria

- ▶ **Policy 8.9.4** of the WHMPS establish Councils intention to consider new Resource Industrial (M-1) uses by development agreement
- ▶ In summary, the criteria are met since:
 - ✓ the agrologist report (2016) determined that the development site would have little or no agricultural capability;
 - ✓ the DTIR has advised that existing access is acceptable for the proposed additional commercial uses;
 - ✓ the development will not adversely affect adjacent land uses; and
 - ✓ adequate separation distances will be provided.

General Criteria

- ▶ **Policy 16.3.1** states general criteria for any development agreements considered in West Hants
- ▶ In summary:
 - ✓ the proposal is not premature or inappropriate for the area;
 - ✓ no municipal costs related to the proposal are anticipated; and
 - ✓ the Fire Chief, Development Officer, Senior Building and Fire Official, Director of Public Works and DTIR have no concerns.

Conclusion

- ▶ Proposed development agreement amendment is considered within the context of both specific and general WHMPS policies
- ▶ Consistent with the intent, objectives and policies of WHMPS
- ▶ The automotive uses are permitted in the Resource Industrial (M-1) Zone
- ▶ Reasonable to enter into an amended development agreement for this use

Additional Request

- ▶ April 29th - change the provision 3.2 (f) in the amending development agreement from
 - ▶ *“outdoor display of **up to three (3) motor vehicles** shall be permitted in the front yard of the Development Site provided that the outdoor display area is a minimum of 25 ft from the front lot line”*
- ▶ to
 - ▶ *“outdoor display of **five (5) to ten (10) motor vehicles** shall be permitted in the front yard of the Development Site provided that the outdoor display area is a minimum of 25 ft from the front lot line”*

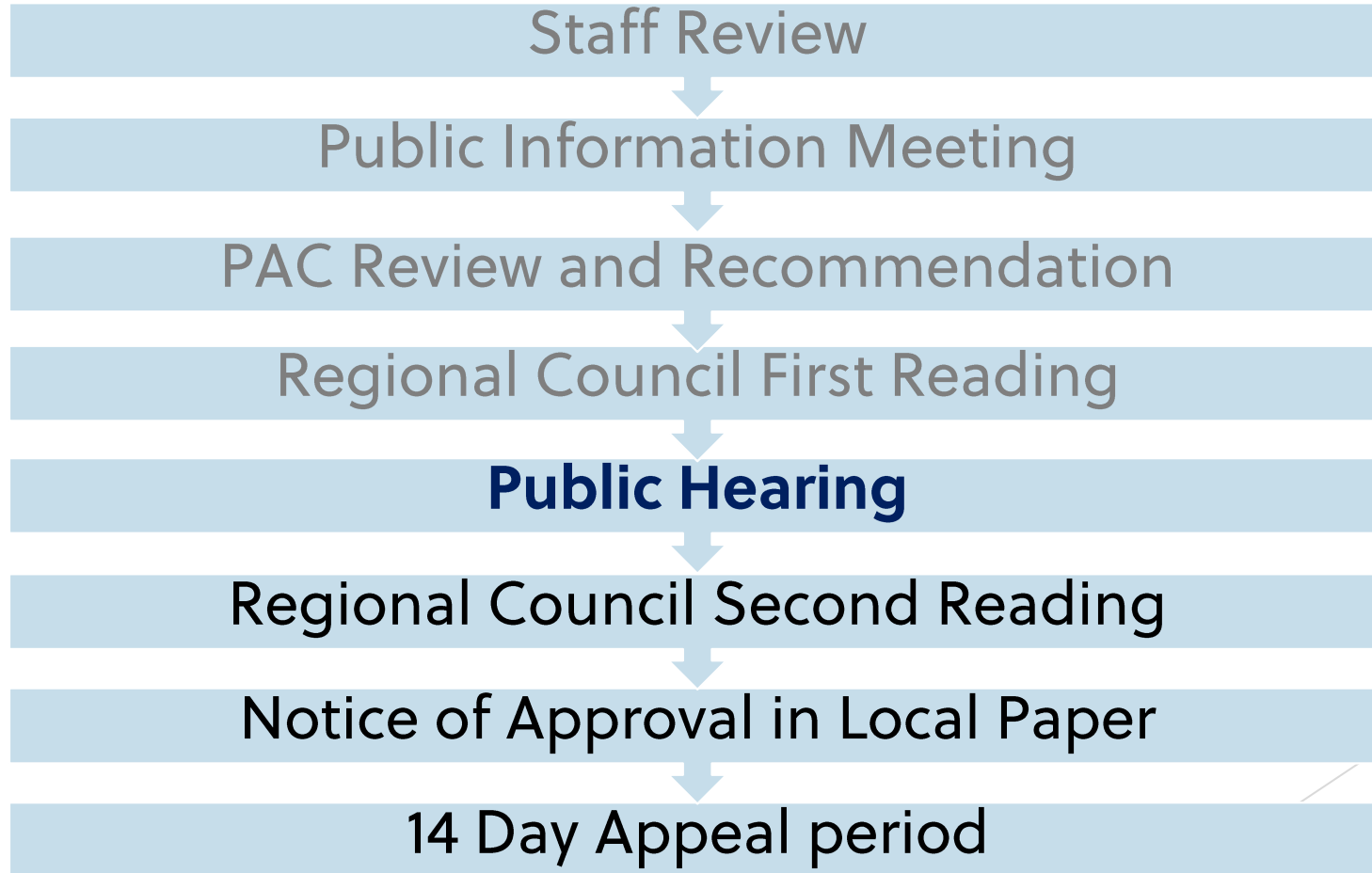
Additional Request Cont.

- ▶ *Section 10.0 Amendments* of the development agreement outlines items that are considered non-substantive matters
- ▶ The only non-substantive amendment is
 - ▶ *“(a) any addition or removal of lands to the lot that does not alter the Development Site.”*
- ▶ This April 29th request would be considered a substantive amendment

Process

Notices were placed in the newspaper & properties within 500' were notified of the Public Hearing

All statutory requirements have been met





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Deed Transfer Tax By-law
Public Hearing
June 23, 2020

Authority for a Deed Transfer Tax By-law

- ▶ *Municipal Government Act, Section 102*
 - ▶ 102 (1) A Council may determine, by by-law, that a deed transfer tax applies in the municipality and the rate of the deed transfer tax, but the rate of the deed transfer tax shall not exceed one and one half percent of the value of the property transferred.
 - ▶ 102 (2) A deed transfer tax applies to the sale of every property that is transferred by deed.



- The Municipal Government Act or MGA is the Provincial Act which governs all municipalities in Nova Scotia.
- The Section 102 of the MGA allows municipalities to apply a tax of up to 1.5% of the sale price of every property transferred by deed.
- The deed transfer tax generates revenues for services that are paid for through the annual tax rate, such as the property assessment services provided by Property Valuation Services Corporation, adjusting the tax roll when properties are bought or sold, roads, policing etc.
- Image elections.sk.ca.

History

- ▶ Former Municipality of the District of West Hants
 - ▶ Had a Deed Transfer Tax By-law since 1973 of 0.5%
 - ▶ Rate increased in 2004 to 1%
 - ▶ Rate increased in 2018 to 1.5%
- ▶ Former Town of Windsor
 - ▶ Had a Deed Transfer Tax By-law since at least 2005 of 1%
 - ▶ Rate increased in 2007 to 1.5%
- ▶ Both of by-laws of the former units are currently administered through Service Nova Scotia and the Registry of Deeds

- The former Municipality of the District of West Hants first had a Municipal Land Transfer Tax By-law in 1973 charging 0.5%. Overtime the By-law was renamed the Deed Transfer Tax By-law in accordance with the MGA and rates increased in 2004 and 2018 to the current deed transfer tax of 1.5%. In 2016 the By-law was amended to include the former Town of Hantsport after their dissolution.
- The former Town of Windsor has had a By-law since at least 2004 charging a Deed Transfer Tax of 1%; this was increased in 2017 to 1.5%.
- The Registry of Deeds branch of Service Nova Scotia administers the By-laws by collected the deed transfer tax and submitting the funds back to the respective Municipalities.

Proposed Deed Transfer Tax By-law

- ▶ Applies a deed transfer tax rate of 1.5% to the entire Regional Municipality.
- ▶ Continues to appoint the Registrar of Deeds to administer the By-law and collect the tax.
- ▶ States that Part V of the Municipal Government Act applies which included exceptions to paying the tax.
- ▶ Repeals the Deed Transfer Tax By-laws of the former Town and Municipality.



- The proposed Deed Transfer Tax By-law consolidates the two by-laws of the former Municipality and Town into one by-law for the whole region and repeals the previous by-laws.
- The proposed By-law maintains the current deed transfer tax rate of 1.5% and that the Registry of Deeds would continue to be the agent and collector of the tax who then remits the funds back to the Regional Municipality.
- Registry of Deeds was contacted prior to April 1, 2020 to inform them of the Consolidation the former Town and Municipality into the Region of Windsor and West Hants Municipality. The Registry was able to make the required changes to their process to allow the collection and remittance of the deed transfer tax to the Regional Municipality. The Registry also provided notification to authorized lawyers of the changes.
- The name Region of Windsor and West Hants Municipality is used in the By-law as it is the legal name of the Regional Municipality until legally changed to the name West Hants Regional Municipality chosen by Council.
- Image from sonomacounty.ca.gov

Exemptions under Municipal Government Act

- ▶ Section 109 of the Municipal Government Act provide exemptions for paying deed transfer tax such as:
 - ▶ Transfers between married persons
 - ▶ Corrections to deeds
 - ▶ A deed from the Nova Scotia Farm Loan Board under the Agriculture and Rural Credit Act
 - ▶ If the grantee is a registered Canadian charitable organization and the property is for non-commercial or industrial use

- By-law states that all properties which are transferred by deed would need to pay a tax of 1.5% of the sale price.
- The Municipal Government Act in Section 109 provided a long list of reason why a property transferred by deed would not be required to pay the deed transfer tax, some examples are listed in the presentation. In some cases the exemptions are conditional based on the use of the property such as properties transferred to registered charities.

By-law Approval Process



- ▶ *Municipal Government Act, Section 168*
 - ▶ By-law must be read twice.
 - ▶ Notice of Councils intent to approve a by-law is published in the newspaper 14 days before the Second Reading, which states the date & time of when the by-law will be considered and where it may be inspected.
 - ▶ That Council may by policy determine other procedures to be followed.
- ▶ Meeting and Committee Procedural Policy, Section 15.5 a)
 - ▶ Requires all by-laws to have Public Hearing before Second Reading.
- ▶ Other notifications may be required dependent on the by-law.

- The process for approval of a non planning document is governed by Section 168 of the Municipal Government Act.
- Unlike the approval of Planning Documents, the approval process does not require a public hearing; however Council believes public input is important and has included a Public Hearing for all by-laws in their Meeting and Committee Procedural Policy.
- The Service Nova Scotia Registry of Deeds and the Nova Scotia Barristers Society also must be informed of the proposed a Deed Transfer Tax By-law.
- Image from chase.coop

Process Timeline

The Public Hearing was advertised in the Chronicle Herald on Saturday June 6th as well as on the Regional website and Facebook.



All required advertisements and notices will be completed by June 6, 2020

Questions and Comments

- ▶ This slide will be dated and presented at the Public Hearing on June 23, 2020.



- Members of the Public can request information, ask questions and make comments until 6 pm June 23, 2020.
- Information regarding the Deed Transfer Tax By-law can be obtained from:
 - Rhonda Brown, Municipal Clerk
 - Phone: 902-798-8391 Ext. 110
 - Email: rbrown@westhants.ca
- Image from swdurham.bigbrotherbigsisters.ca



Recommendation

Should Council wish to proceed with the Deed Transfer Tax By-law after the Public Hearing and consideration of any comments made by the public, the recommended motion would be:

- ▶ **...that Council give Second Reading and approves the Deed Transfer Tax By-law, RD-001 substantively the same as that presented to Committee of the Whole on May 12, 2020.**



**WEST HANTS REGIONAL MUNICIPALITY
RECOMMENDATION REPORT**

To: Members of the Committee of the Whole

Submitted by: 
Rhonda Brown, Municipal Clerk

Date: May 12, 2020

Subject: Deed Transfer Tax By-law, RD-001

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 102

RECOMMENDATION

Committee of the Whole recommends that...

... Council gives First Reading and holds a Public Hearing to consider approving the Deed Transfer Tax By-law, RD-001, as presented to Committee of the Whole on May 12, 2020.

BACKGROUND

The former municipal units of West Hants and Windsor each have a Deed Transfer Tax By-law which allows for 1.5% of the sale price of all properties that is transferred by deed to be collected by the municipalities. The former Municipality of West Hants implemented a deed transfer tax in 2004 at a rate of 1%, this was increased to 1.5% in 2018. The former Town of Windsor implanted their deed transfer tax in 2005 and amended it in 2007 when the rate was set to 1.5%.

The tax generates revenue for services that support the annual tax rate. The Registry of Deeds collects the deed transfer tax and remits it back to the municipalities. The maximum deed transfer tax rate allowed under the Municipal Government Act is 1.5%.

DISCUSSION

In March 2020, the Registry of Deeds had been notified of the Windsor-West Hants consolidation, allowing them to prepare for the changes that would be required for the collection and remittance of the tax to the Regional Municipality. Since the deed transfer tax rate for both former municipal units was the same, the Registry of Deeds

provided notification to authorized lawyers of the name change, thus allowing them to properly prepare and submit information to the Registry of Deeds as of April 1, 2020.

The Deed Transfer Tax By-law, RD-001, consolidates and repeals the two current by-laws to ensure the same tax applies to all properties within the Regional Municipality and aligns with process at the Registry of Deeds. The deed transfer tax rate remains the same at 1.5% and states the Register of Deeds continues to collect the tax on behalf of the Regional Municipality.

NEXT STEPS

Should Council approve First Reading, a Public Hearing would be scheduled for the Council meeting on June 23, 2020. If meeting restrictions still apply the Public Hearing may be conducted in the same manner as those for Planning documents during COVID-19.

Notice of the Public Hearing will be placed in the newspaper, on the website and on social media. In addition, letters will be sent to Service Nova Scotia and the Nova Scotia Barristers Society informing them of the proposed By-law.

FINANCIAL IMPLICATIONS

In 2018-19 the combined revenue of both former units from deed transfer tax was \$872,696.73, in 2019-20 the revenue was \$1,230,587.72. As the proposed By-law provides for a deed transfer tax rate of 1.5%, which is the same as the current rates by the former municipal units, there are no financial implications and it is estimated the 2020-2021 revenues will be \$850,000.

ALTERNATIVES

Committee of the Whole could recommend:


- That Council does not approve First Reading, but repeal both existing Deed Transfer Tax By-laws thereby removing the deed transfer tax from the Regional Municipality, this option would have budget and tax rate implications, as it would be a loss of approximately \$850,000.
- That Council choose to amend the By-law to lower the deed transfer tax rate, this option would have budget and tax rate implications which would depend on the rate set.

ATTACHMENTS

1. Proposed Deed Transfer Tax By-law, RD-001
2. Deed Transfer Tax By-law #30 of the former Town of Windsor
3. Deed Transfer Tax By-law, D-002 of the former Municipality of the District of West Hants

Report Reviewed by: _____

Carlee Rochon, Director of Financial Services

Report Reviewed by: 
Shelleena Thornton, Administrative Supervisor

Report Approved by: 
Mark Phillips, Chief Administrative Officer

DEED TRANSFER TAX BY-LAW

1. TITLE

This By-law shall be cited at the Deed Transfer Tax By-law.

2. DEFINITION

In this By-law "Region of Windsor and West Hants Municipality" means the Municipality incorporated by the *Region of Windsor and West Hants Municipality Act*, SNS 2018, c.26, irrespective of whether it has had its name changed by virtue of Section 11 of that *Act* or otherwise.

3. BY-LAW

- a. A deed transfer tax shall apply to properties in the Region of Windsor and West Hants Municipality, effective on and after April 1, 2020.
- b. The amount of the deed transfer tax shall be the sum of one and one half per cent (1.5%) of the sale price or value of the property.
- c. Section 3 Interpretations and Part V Deed Transfers of the *Municipal Government Act, R.S.N.S 1998, c. 18* shall apply to deed transfers.
- d. For the purposes of this By-law, "persons married to one another" shall include those who have entered into a domestic partnership declaration and have registered such declaration in accordance with Part II of the *Vital Statistics Act, R.S.N.S. 1989, c. 494*
- e. Pursuant to Section 110 of the *Municipal Government Act R.S.N.S 1998, c. 18*, the Registrar of Deeds is hereby appointed as the agent and collector of the deed transfer tax and has all the powers of the treasurer pursuant to Part V of the *Municipal Government Act, R.S.N.S.1998, c. 18*.

4. REPEAL

- a. By-law 30 Deed Transfer Tax By-law of the Town of Windsor dated August 28, 2007, and all previous such by-laws are hereby repealed on the effective date.
- b. D-002 Deed Transfer Tax By-law of the Municipality of the District of West Hants dated September 14, 2004 as amended on March 8, 2016 and July 10, 2018, and all previous by-laws are hereby repealed on the effective date.

5. EFFECTIVE DATE

- a. This By-law shall be effective on April 1, 2020.

DEED TRANSFER TAX BY-LAW

I, Rhonda Brown, Municipal Clerk of the Municipality of the District of West Hants, the Province of Nova Scotia, do hereby certify that this is a true copy of the By-law as adopted by the Council of the Municipality of the District of West Hants at a meeting duly called and held on the ____ day of _____(month), _____(year).

(Signature of Municipal Clerk)
(Typed name of Municipal Clerk)

By-Law Adoption	
First Reading:	Date
Notice Published:	Date
Second Reading & Approval	Date
Final Publication	Date
Notice to Municipal Affairs	Date
Description:	



TOWN OF WINDSOR BYLAW # 30 DEED TRANSFER TAX BYLAW

- 30.1** This Bylaw is entitled the “Deed Transfer Tax By-law”
- 30.2** A deed transfer tax applies in the Town of Windsor.
- 30.3** Effective on September 1, 2007 the rate of the deed transfer tax in the Town is 1.5 percent (1.5%) of the value of the property transferred.
- 30.4** By-law Number 30 of the By-laws of the Town adopted by the Council on July 26, 2005 is repealed and this By-law is substituted in its place.

Deed Transfer Tax By-Law
Bylaw 30

Clerk's Annotation for Official By-Law Book

Date of first reading of by-law: July 24, 2007


Date of advertisement of Notice of Intent to Consider: July 12, 2007

Date of second reading of by-law: July 24, 2007, August 28, 2007

*Date of advertisement of Passage of By-Law: September 20, 2007

Date of mailing to Minister a certified copy of By-Law: September 21, 2007

I certify that this DEED TRANSFER TAX BY-LAW was adopted by Council and published as indicated above.



Louis Coutinho
Chief Administrative Officer
Town of Windsor

21 September 07
Date



MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Deed Transfer Tax By-Law (Consolidated)

1. The Municipal Deed Transfer Tax By-law passed by the Council of the Municipality of the District of West Hants on the 10th day of April, A.D., 2001 and published in the Hants Journal, a newspaper circulating in the Municipality of the District of West Hants, on the 18th day of April, A.D., 2001, be and is hereby repealed in its entirety, and the following is substituted therefor.
2. A deed transfer tax shall apply to the Municipality of the District of West Hants including effective April 1, 2016, properties located within the former Town of Hantsport.
3. The amount of the deed transfer tax shall be the sum of one and one half percent (1.5%) of the sale price or value of the property.
4. Part V, "Deed Transfers", and Section 3 (Interpretations) of the *Municipal Government Act*, Stats. N.S. 1998, Chapter 18, shall apply to deed transfers.
5. For the purposes of this By-law, "persons married to one another" shall include those persons who have entered into a domestic partnership declaration and have registered such declaration in accordance with Part II of the *Vital Statistics Act*, R.S.N.S., Chapter 494.

I, **Dwight M. Bennett**, C.A.O. and Municipal Clerk-Treasurer of the Municipality of the District of West Hants, do hereby certify that the foregoing is a true copy of the Deed Transfer Tax By-law duly passed at a duly called meeting of the Municipal Council of the Municipality of the District of West Hants duly convened and held on the **14 day of September, A.D., 2004** and published in the Hants Journal, a newspaper circulating in the Municipality on the **22 day of September, A.D., 2004**.

Given under the hand of the Municipal Clerk and under the corporate seal of the said Municipality this **22 day of September, A. D., 2004**.

Dwight M. Bennett, C.A.O.
Municipal Clerk-Treasurer

By-Law Adoption	
First Reading:	August 10, 2004
Notice Published:	Unknown
Second Reading & Approval	September 14, 2004
Final Publication	September 22, 2004
Notice to Municipal Affairs	September 22, 2004
Description: Passing of the original By-law.	
Amendment #1	
First Reading:	February 9, 2016
Notice Published:	February 18, 2016
Second Reading & Approval	March 8, 2016
Final Publication	March 31, 2016
Notice to Municipal Affairs	March 9, 2016
Description: Amend the Deed Transfer Tax By-law to include the community of Hantsport. Recorded as By-law D-001.	
Amendment #2	
First Reading:	May 8, 2018
Notice Published:	June 26, 2018
Second Reading & Approval	July 10, 2018
Final Publication	July 17, 2018
Notice to Municipal Affairs	July 17, 2018
Description: Amends the Deed Transfer Tax By-law by increasing the deed transfer tax to one and one half percent (1.5%). Recorded as By-law D-004.	



**WEST HANTS REGIONAL MUNICIPALITY
Mayors Report**

To: West Hants Regional Municipality Council

Submitted by: Mayor Zebian

Date: June 18, 2020

The past month I have been tackling many pieces of business. We continue to meet weekly with the VREN and member municipal units discussion economic recovery and steps being taken to assist our business sector recovering from COVID19. I have also been promoting the connector program to residents, new comers, and students who are trying to find work. We should take full advantage of the programs the VREN offers as we are the second largest funder of the organization.

I had the opportunity to stop by the new sports complex and check out the progress on the project. I must say... what an incredible asset this will be for our community! The design is world class with no wasted space, open concept that allows for great views no matter where you are in the complex, a great flow and layout, the ice surface and seating is incredible, the sports field is enormous! The community room is even better than I imagined. Our kids are going to grow up so proud of what they have, we are building our future! I huge thank you to Kathy, Brad, Mark, Murray, Ian, Lindsey's, and Sweetapple Talbot or fantastic work and a great team effort!

We presented Ground Search and Rescue the surplus REMO trailer at a ceremony last week. They are very thankful to Council and will be putting the trailer to great use. We are fortunate to have a great group who are incredibly organized and always ready to assist when need. Thank you GSAR!

I had the honour of speaking to Municipal representatives, chamber of commerce reps, rotary members, and others from Saskatchewan and Alberta on a zoom call recently. I discussed the consolidation process that we completed, and our new sports complex. Issues that faced us are common across Canada and others are looking to us to gain knowledge for their future wishes to address changing needs. What we have achieved her is truly meaningful and will be studied and used as a template in the future.

I was honoured to represent the Regional Municipality for the annual KROCK Children's Wish Foundation Telethon. A fantastic showing in the middle of a pandemic. I have to give a huge shout out to KROCK and Darren Harvey for being huge supporters of West Hants Regional Municipality. They are a great bunch.

I've been having a very large number of requests from residents to meet. I have been accepting them all as a promise I had made previously and will continue to do so. The topics have been more focused the last little bit about the Causeway mainly.

I was also honoured to represent the Municipality along side Councillors Francis, Sherman, and Ivey at the Black Lives Matter March. I would estimate over 800 attendees were there, Politicians, past politicians, educators, residents, and media all taking part. The meaning was powerful and much work needs to be done to correct issues that exist in our community. We must recognize, accept, and implement strategies to ensure we remain strong and united.

Councillor Francis and myself have been assisting a parents group organize a grad parade. A huge thank you to Vanessa, Chrystal, Troy, RCMP, Jaime, and Jason for all being a huge help and support.

Our business tours continue. We have featured over 40 businesses so far and have many more to do. I have to give a lot of recognition to our Communications Specialist Chrystal Remme who has been to each and every business with me. Chrystal knows our community incredibly well and is very committed to continuing the promotion of our region. We will be expanding on our promotional videos highlighting community halls, residents, and also our recreational sites that we offer in the Municipality. The response has been phenomenal with businesses reporting new customers as a result of the videos.

We live in a great region with great residents, businesses, spots to visit and things to do. If anyone is ever in need of some suggestions for things to do or see, please reach out as we have an abundance of things to do here.



Committee of the Whole Excerpts
June 9, 2020

Health and Safety Policy

The attached report from Committee of the Whole outlined the Health and Safety Policy. There was no discussion at Committee of the Whole.

The recommended motion was:

... that Council approve the Health and Safety Policy, RCOOH-001.00 as presented to Committee of the Whole on June 9, 2020.



**WEST HANTS REGIONAL MUNICIPALITY
RECOMMENDATION REPORT**

To: Mayor Zebian and Members of Committee of the Whole

Submitted By: 

Rhonda Brown, Municipal Clerk

Date: June 9, 2020

Subject: Health and Safety Policy

LEGISLATIVE AUTHORITY

Occupational Health and Safety Act, Section 27

Municipal Government Act, Section 30

Region of Windsor and West Hants Municipality Act, Section 17(3)

RECOMMENDATION

Committee of the Whole recommends...

... that Council approve the Health and Safety Policy, RCOOH-001.00 as presented to Committee of the Whole on June 9, 2020.

BACKGROUND

The Occupational Health and Safety Act (OH&S Act), Section 27 states that where there are five or more regular employees, the employer is required to have a written occupational health and safety policy. This section details the contents of the policy and that it must be reviewed at least annually. In addition to a policy the OH&S Act, outlines other occupational health and safety requirements.

Both the former Municipality of the District of West Hants and Town of Windsor had similar Health and Safety Policies which remain in effect until changed by the Regional Municipality.

DISCUSSION

The proposed Health and Safety Policy, RCOOH-001.00, confirms the commitment of the Regional Municipality to the health and safety of its employees. The Policy outlines the responsibilities of Council, the Chief Administrative Officer, managers, and

employees to create a safe work environment. The Policy also repeals the policies of the former Town and Municipality.

NEXT STEPS

Should Committee of the Whole recommend, and Council approve, the Health and Safety Policy, it will become the foundation of the larger Occupational Health and Safety Program to be created under Administration.

FINANCIAL IMPLICATIONS

There is no financial implication to approving this Policy. Financial consideration for health and safety are included in the annual budget approved by Council.

ALTERNATIVES

- Committee of the Whole could choose not to recommend the Policy, which would leave the policies of both former units in place.

ATTACHMENTS

- Proposed Health and Safety Policy, RCOOH-001.00



Report Prepared by: _____
Rhonda Brown, Municipal Clerk



Report Reviewed by: _____
Shelleena Thornton, Administrative Supervisor



Report Approved by: _____
Mark Phillips, Chief Administrative Officer

HEALTH AND SAFETY POLICY

1. PURPOSE

The adoption of this Policy is a requirement of the Nova Scotia Occupational Health and Safety Act. It is required to be reviewed on a yearly basis. This Policy is a commitment by the Municipality to co-operate with its employees to provide a workplace where the personal health and safety of all employees is of primary concern and importance. The objective of this commitment is to minimize the number of workplace injuries and illnesses through effective safety programs and procedures. The enduring goal will be zero accidents in the Municipal workplace.

2. POLICY

- 2.1.** The Municipality is committed to providing a healthy and safe work environment for its employees and will take every precaution reasonable in the circumstances to ensure the health and safety of its employees while at work. This will include the provision of appropriate training, equipment and facilities to conduct work safely and the identification of hazards in the workplace.
- 2.2.** The Municipality, through all levels of management, will co-operate with the Joint Occupational Health and Safety Committee and employees to create a healthy and safe work environment.
- 2.3.** The Municipality and its employees will ensure that safety is not compromised or placed in competition with issues of operating convenience.

3. DEFINITIONS

Note: Words that are italicized in this Policy are defined in the Nova Scotia Occupational Health and Safety Act and will carry the same meaning in this Policy.

"Act" means Occupational Health and Safety Act of the Province of Nova Scotia.

"Workplace" means any place where an employee is or is likely to be engaged in any *occupation*, and includes any vehicle or mobile equipment used, or likely to be used, by an employee in an occupation.

4. RESPONSIBILITIES

The Chief Administrative Officer will:

- ensure that the Municipality has in place an effective occupational health and safety management system;

HEALTH AND SAFETY POLICY

- appoint a Safety Coordinator(s) who will be responsible for promoting, fostering and enforcing safety at all Municipal workplaces. This may be in conjunction with other responsibilities of a Municipal employee;
- Ensure all relevant training is scheduled (as necessary), documented, tracked, kept up-to-date and stored in the personnel file as per the Personnel File Policy.

Directors, managers, and supervisory personnel will:

- ensure that employees, under their supervision, follow this Policy;
- ensure that employees use safe work practices and receive training to protect their health and ensure the safety of equipment and facilities.

Employees of the Municipality are responsible for safety in the workplace and are required to:

- take every reasonable precaution in the circumstances to protect their own health and safety and that of others at or near the workplace;
- cooperate with the Municipality, other employees and the Joint Occupational Health and Safety Committee;
- Follow all applicable health and safety regulations;
- Report any observed workplace hazards.

5. REPEAL

The Health and Safety Policy, COOH-001.00, dated February 14, 2017 of the former Municipality of the District of West Hants and the Occupational Health and Safety Policy dated February 12, 2019 of the former Town of Windsor are hereby repealed.

I, Rhonda Brown, Municipal Clerk of the West Hants Regional Municipality, the Province of Nova Scotia, do hereby certify that this is a true copy of the Policy as adopted by the Council of the West Hants Regional Municipality at a meeting duly called and held on the ____ day of _____(month), _____(year).

R.N. Brown
Municipal Clerk

<i>Adoption</i>	
<i>Notice to Council:</i>	<i>Date</i>
<i>Approval:</i>	<i>Date</i>
<i>Description:</i>	



Committee of the Whole Excerpts
June 9, 2020

Cost Share Agreement Exit 7 Hwy 101, Water Sewer Main Crossing

The attached report from Committee of the Whole outlined the Cost Share Agreement. The discussion points at Committee of the Whole were:


- The 3-inch watermain is mostly for the Falmouth Sewer Plant but also serves a few residents.

The recommended motion was:

... that Council authorize staff to execute a Cost Share Agreement with the Province of Nova Scotia for work required for relocation and extension of a water main and sewer force-main near Exit7, Falmouth crossing under the 101 Highway.



**REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
RECOMMENDATION REPORT**

To: Members of Council
Submitted by: 
Todd Richard, Director of Public Works
Date: June 9, 2020
Subject: Cost Share Agreement 2020-027 – Exit 7 Hwy 101

LEGISLATIVE AUTHORITY

The Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION

It is recommended that Council authorize staff to execute a Cost Share Agreement with the Province of Nova Scotia for work required for relocation and extension of a water main and sewer force-main near Exit 7, Falmouth crossing under the 101 highway.

BACKGROUND

The watermain relocation and extension work crossing under the 101 highway is necessary due to the province's twinning project. Due to the severe loading on the current municipal owner infrastructure and related construction activities, the watermain and sewer mains will need to be replaced with proper design specifications to handle proposed conditions and allow for future maintenance / replacement activities without disrupting the 101-highway operation. The provinces had advised this work is the responsibility of the Utility owner. Previous discussions with the province indicated the Utility would be responsible for the full costs for the watermain replacement, extension and design. However, after much information/fact gathering, many meetings, discussions with many parties involved a 50/50 cost share agreement was negotiated between the two parties.

DISCUSSION

This work will be completed and tendered as part of the 101 highway twinning project and is proposed to start this construction season.

FINANCIAL IMPLICATIONS

The funding for this project will be split between West Hants Water Utility and the West Hants Sewer Utility as follows:

- Sewer Force Main - \$40,000 including contingencies and HST to be funded from Gas Tax
- Water Main - \$40,000 including contingencies and HST to be funded from Capital Reserve.

ALTERNATIVES


1. Council may choose not to support this resolution.

This alternative is not being recommended to Council.

ATTACHMENTS

Cost Share Agreement

Report Prepared by:



Todd Richard, Director of Public Works

Report Approved by:



Mark Phillips, Chief Administrative Officer



Transportation and Infrastructure Renewal

Cost Share Agreement 2020-027

THIS AGREEMENT made this ____ day of _____, 2020.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Infrastructure Renewal for the Province of Nova Scotia, hereinafter called the “**Province**”,

OF THE ONE PART

- and -

REGION OF WINDSOR AND WEST HANTS MUNICIPALITY, a body corporate under the laws of the Province of Nova Scotia, hereinafter called the “**Municipality**”,

OF THE OTHER PART

WHEREAS the Province is the owner of the highway infrastructure known as Highway 101;

AND WHEREAS the Province is twinning a portion of Highway 101 from Three Mile Plains to Falmouth which intersects with the Municipality’s sanitary forcemain and watermain near Exit 7. The forcemain and watermain need to be relocated and extended because of the twinning;

AND WHEREAS the Municipality is the owner of the forcemain and watermain and associated casing pipe;

AND WHEREAS the Province, for the benefit of the Municipality, has agreed to the relocation and extension of the forcemain and watermain under Highway 101.

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements hereinafter contained to be by them observed, performed and paid, the parties mutually agree as follows:

1. The Province, on behalf of the Municipality, shall remove the existing 200mm diameter forcemain and existing 75mm diameter watermain under Highway 101, and replace it with an approximate 25 metre extension of existing 450mm diameter casing and replacement of the 200mm diameter forcemain and 75mm diameter watermain with all associated incidentals (the "**Work**").
2. The Municipality has agreed to pay 50% of all costs, plus applicable taxes related to the Work.
3. The "Estimated Project Cost" is One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) plus applicable taxes as shown on Schedule "A" attached hereto (the "**Project Estimate Report**"). The Municipality acknowledges and agrees that the Estimated Project Cost is an estimate only and is therefore subject to change depending on the approved tender prices (the "**Tendered Project Cost**").
4. The Province and the Municipality agree to pay for any cost overruns associated with the Work and these overruns will be split 50/50 between both the Province and the Municipality.
5. The Province and the Municipality agree that the Province shall abide by its Procurement Policy and conduct a competitive tendering process for the selection of a contractor(s) capable of completing the Work contemplated by this Agreement. The Work will be a separate project within the overall Twinning project on Highway 101.
6. Once the tender for the Work closes, if the Tendered Project Cost exceeds the Estimated Project Costs by 10% or more, the Province shall provide the Municipality with the details of the successful bid, including all costs, prior to awarding the contract for the Work. The Municipality shall, within ten (10) business days of receipt of the bid details, provide the Province with written acknowledgement of its consent to award the tender as proposed by the Province, which consent shall not be unreasonably withheld. If the Municipality does not consent to the award of the tender, then this Agreement shall terminate automatically.
7. The Province and the Municipality are completing the design and detailed scope of work and shown on Schedule "B" attached hereto (the "**Project Design Plan**"). The Municipality will have the final approval of the design which must comply with the Province's current version of the Standard Specification - Highway Construction and Maintenance, and the Standard Specifications for Municipal Services, Municipal Services and Specifications and potentially other utility specifications as required.
8. The Province shall submit an account to the Municipality upon the completion of the Work. The Municipality shall pay to the Minister within (sixty) 60 days of submission of the account.

9. The Municipality agrees to make its duly authorized servants, agents, contractors and workmen available, as and when required by the Province, for any required inspection and/or approval of the Work so as not to delay the Provinces construction of the Highway 101 Three Mile Plains twinning project .

10. During construction of the Work, the Province shall grant the Municipality and its duly authorized servants, agents, contractors and workmen the right to enter upon the property on foot or with machinery, materials, vehicles and equipment for the purposes of inspection and/or approval of the Work. The Municipality will advise the Province in writing of any concerns with the Work within five (5) business days of the completion of the Work.

11. The Province shall have the right, at its sole discretion and cost, to have a supervisor and/or inspector of its choice on site for all phases of construction of the Work.

12. Upon completion of the Work, the Province shall be the owner and be responsible for the on-going maintenance and upkeep of Highway 101.

13. Upon completion of the Work, the Municipality shall be the owner and be responsible for the on-going maintenance and upkeep of the forcemain and watermain and associated casing pipe.

14. The Municipality agrees to indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all liabilities, fines, suits, losses, claims, demands and actions, of any kind and nature whatsoever for which the Province, its Ministers, officers, employees or agents shall or may become liable or suffer by reasons of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by any reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever. The Municipality hereby releases the Province from any claim that may arise from construction delays or cost overruns in relation to the Work.

15. Words in this Agreement in the singular include the plural and words in the plural include the singular, and words importing the masculine gender include the feminine and neutral genders, where the content so requires.

16. The Municipality shall not assign, either in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the Province.

17. The Agreement is for the benefit of and is binding upon the Province and the Municipality, and each of their respective successors and permitted assigns.

18. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

19. The Work is conditional on the appropriation of funds. The Work will only proceed if funding is available for the above noted construction.

20. This Agreement constitutes the entire Agreement between the Province and the Municipality with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written.

21. All notices, demands or other communications to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, registered mail or by electronic means of communication addressed to the recipients as follows:

(a) to the Municipality at:

Mr. Todd Richard
Director of Public Works
Region of Windsor and West Hants Municipality
PO Box 3000, 100 King Street
Windsor, NS
B0N 2T0
Tel (902) 798-8391 Ext. 208
Fax (902) 798-5679
todd.richard@town.windsor.ns.ca

(b) to the Province at:

Ms. Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville Street
P.O. Box 186
Halifax, NS
B3J 2N2
Tel (902) 424-0897
Fax (902) 424-0571
laura.cunningham@novascotia.ca

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

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the Chief Administrative Officer.

SIGNED, SEALED and DELIVERED in
The presence of:

Her Majesty the Queen, in Right of the
Province of Nova Scotia as represented
by the Minister of Transportation and
Infrastructure Renewal

Witness

Lloyd P. Hines, Minister of
Transportation and Infrastructure
Renewal

Region of Windsor and West Hants
Municipality



Witness



Abraham Zebian, Mayor



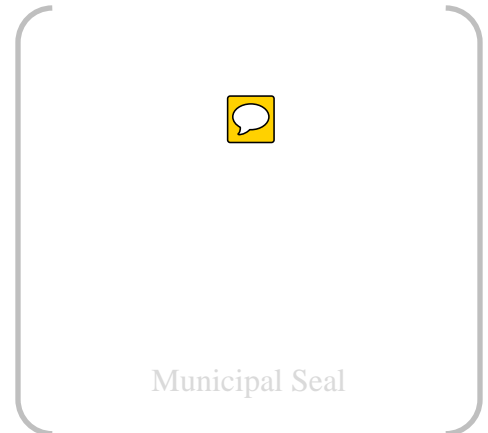
Witness



Mark Phillips, Chief Administrative
Officer



TIR Seal



Municipal Seal



Committee of the Whole Excerpts
June 9, 2020

Asset Management Software Solution

The attached report from Committee of the Whole outlined the recommended software purchase for Asset Management. The discussion points at Committee of the Whole were:

- The annual fee is a flat rate for up to 50 users and includes all software updates, training and support.
- A grant of \$50,000 has been applied for, for the initial purchase of the software.
- Originally seven proponents were evaluated; the two selected for the RFP specialized in municipal assets and were user-friendly.
- Staff will use the program on existing Municipally owned tablets and computers, 5-6s tablet will be purchased at an extra cost this year.
- There is nothing to ensure cost after the initial 3-year contract. A new company could be selected at the end of the contract and the contract would need to be reviewed at least every 5 years in accordance with the Procurement Policy.

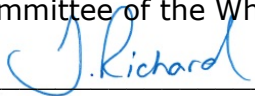
The recommended motion was:

... that Council approve the award of tender WWHPW20-01 to Applied GeoLogics Inc. (AGL) for their Cartegraph Asset Management Solution, for the tendered price:

- \$ 111,200 for development, onboarding and implementation,
- \$ 35,896 for annual subscription and license costs,
- \$ 2,500 for annual third-party hosting fee,
- \$ 15,000 project implementation contingency of 10%, and
- Applicable taxes.



**WEST HANTS REGIONAL MUNICIPALITY
RECOMMENDATION REPORT**

To: Committee of the Whole
Submitted by: 
Todd Richard, Director of Public Works
Date: June 9th, 2020
Subject: Tender Award – Asset Management Software Solution

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION

It is recommended for Committee of the Whole to recommend to Council that:

Council approve the award of tender WWHPW20-01 to Applied GeoLogics Inc. (AGL) for their Cartegraph Asset Management Solution, for the tendered price:

- \$ 111,200 for development, onboarding and implementation,
- \$ 35,896 for annual subscription and license costs,
- \$ 2,500 for annual third-party hosting fee,
- \$ 15,000 project implementation contingency of 10%, and
- Applicable taxes.

BACKGROUND

The region of Windsor and West Hants has identified the need for a robust GIS-based asset management software solution to effectively manage assets, particularly within the serviced communities of Windsor, Hantsport, Falmouth and Three Mile Plains. The municipality has previously committed funds and time to develop an Asset Management Plan in conjunction with HATCH Consulting, this software management solution will take the plan to the next step and capitalize on the work done so far. Without the necessary tools to keep the document live the implementation of the software is critical to prevent the plan being shelved.

Public Works staff identified the needs for a software solution to meet the following scope of services:

Asset Management Planning

- Inventory of linear assets (e.g. water, sanitary sewer and stormwater networks, roads and sidewalks, etc.)
- Inventory of non-linear assets (e.g. buildings, facilities and fixed-point assets, etc.)
- Inventory of fleet-based assets
- Esri-based GIS integrated asset planning
- Condition assessment planning
- Risk assessment planning
- Capital planning and projections

Workflow Management

- Management of internal/external service requests
- Asset inspection processes
- Preventive maintenance planning
- Demand maintenance management
- Esri-based GIS integrated workflow process
- Parts inventory and materials management
- Web-based mobile application for paperless work orders (use with iPad®)

Financial Management

- Resource tracking and job costing; including labour, equipment, parts/materials and sub-contractors
- Asset value assessment, including tangible capital assets
- Remaining life assessment

DISCUSSION

Public Works staff and Asset Management consultants originally performed a review of potential software providers to consider the needs of the Regional Municipality. Based on this review and by recommendation by LandInfo Technologies as part of Hatch Consulting's Asset Management study project; Public Works released a solicited Request for Proposal for Work Flow and Asset Management Solution to two potential software providers, with the closing date of March 5, 2020.

Bids were received from both proponents with the pricing for development, onboarding and implementation, and annual subscription and software licensing costs quoted separately. The following table summarizes the proposal costs by each of the proponents, which was utilized as the basis for recommendation to Council.

Proponent Name	Onboarding Cost	Annual License Cost	Annual Hosting
Applied GeoLogics Ltd. (AGL)	\$ 111,200.00	\$ 35,895.48	\$ 2,500.00
ESRI Canada	\$ 69,485.00	\$ 47,940.00	Not Specified

Municipal staff in conjunction with third-party LandInfo Technologies; has conducted an extensive review of both proposal submissions. This review was completed as part of the Asset Management study project that was performed by Hatch Consulting. Both software solutions were verified to meet the needs of the Municipality and the specifications within the solicited Request for Proposal.

- Although the initial set-up costs (development, onboarding, implementation and training) for AGL’s Cartegraph solution are higher, it was determined that AGL provides a much greater allocation of time and individual attention developing the software solution to meet our Municipality’s specific business processes. Time allocated for development by AGL will be 12-months for complete implementation and staff training versus only 6-months by ESRI.
- The higher set-up cost by AGL will be offset by the \$12,000 annual subscription and licensing cost difference for the software. This savings shows an overall cost lower than the other proponent in less than 5 years.
- Both solutions include a 3-year contract commitment. The annual increase for the AGL solution is 3.0% per year over the contract period. The annual increase for the ESRI solution is 1.8% per year over the contract period.
- It was determined that the most user-friendly solution was certainly the AGL Cartegraph software. As this product will be utilized by up to 45 non-technical users, including staff technicians and process operators, the graphical user interface of Cartegraph is certainly a benefit to the Municipality.
- Municipal IT staff has reviewed the need for additional resources, including server hardware upgrades, licensing requirements, and internal staff allocation for system configuration and ongoing maintenance. As a result, it is being recommended that the Asset Management software solution be third-party hosted by AGL on Canadian-based servers for the annual cost of \$2500. This will eliminate the need for additional server configuration and future upgrades for this product.
- The importance of selecting the right solution cannot be overstated, we need to get this right the first time. Staff searched for a solution that has a user interface that is simple, easy to use & learn, consistent and uncomplicated, along with a nice look and appearance. If this is not achieved in the selection, staff in the field will not utilize the system effectively and or to its full potential.

NEXT STEPS

If approved by Committee of the Whole and subsequently ratified by Council, along with approval of the proposed Capital Budgets; Public Works staff will award the contract to the proposed successful bidder and schedule an online project kick-off meeting to coordinate details for onboarding to begin.

FINANCIAL IMPLICATIONS

The proposed 2020/21 Capital Budget for this Asset Management project is split among: general roads/sidewalks capital, sewer utility capital, water utility capital, and parks/recreation capital for a combined total of \$130,000. Funding sources identified in the capital budget is from consolidation funding.

The annual subscription costs are split as per above and funding in the operating budget.

ALTERNATIVES

1. Council may choose not to fund or award this contract,
2. Council may choose to award this contract to an alternative proponent.

Neither of these alternatives are being recommended to Committee of the Whole.

ATTACHMENTS

Asset Management Software Cost Comparison

Report Prepared by:



Brad Carrigan, P.Eng., Manager, Capital Projects

Report Reviewed by:



Todd Richard, Director of Public Works

Report Approved by:



Mark Phillips, Chief Administrative Officer



Committee of the Whole Excerpts
June 9, 2020

In-Camera Land Matter

After the In-camera regarding a land matter a recommendation was made. There was no discussion at Committee of the Whole.

The recommended motion was:

... that Council authorize the purchase of PID 45245578 and portions of PIDs 45182797, 45245560, 45245552, 45184025 and 45182904 for the amount and conditions set out in the Letter of Offer as presented in-camera at Committee of the Whole on June 9, 2020.



WEST HANTS REGIONAL MUNICIPALITY

Recommendation Report to Council

To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: Sara Poirier, Planner

Date: June 23, 2020

Subject: Discharge of Development Agreement: 543 O'Brien Street, Windsor; PID 45055928

File # 20-16 B

Background

An application was received on April 30, 2020 from Clark Wilkins to discharge a development agreement registered on 543 O'Brien Street, Windsor. This site was once the location of the Co-op Atlantic which was demolished in 2011 and is now vacant. More information can be found in the recommendation report to the Windsor Area Advisory Committee dated June 4, 2020 (Attachment A) and the June 4, 2020 minutes of the Windsor Area Advisory Committee.

Windsor Area Advisory Committee Recommendation

The Windsor Area Advisory Committee (WAAC) recommended in favour of the application on June 4, 2020.

Planning Advisory Committee Recommendation

The Planning Advisory Committee/Heritage Advisory Committee (PAC/HAC) recommended in favour of the discharge on June 11, 2020.

Potential Motion

Should Council wish to approve the requested discharge the following motion is in order:

that Council discharge the development agreement entered into between the Town of Windsor and Hants Cooperative Services Limited and Co-Op Atlantic Limited for the property at 543 O'Brien Street, Windsor, PID 45055928 recorded at the Registry of Deeds on June 23, 1992 as document 3189.

Attachments

Attachment A 2020-06-04 Recommendation Report to the Windsor Area Advisory Committee

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Attachment A



REGION OF WINDSOR AND WEST HANTS MUNICIPALITY

Recommendation Report to the Windsor Area Advisory Committee

To: Members of the Windsor Area Advisory Committee (WAAC)

Submitted by: Sara Poirier, Planner

Date: June 4, 2020

Subject: Discharge of Development Agreement: 543 O'Brien Street, Windsor; PID 45055928

File # 20-16

1.0 LEGISLATIVE AUTHORITY

Section 229 of the Municipal Government Act.

2.0 BACKGROUND

An application has been received from Clark Wilkins to discharge a development agreement which permits “a retail gas bar for members of the developer only and all accessory uses normally associated with a retail gas bar; business and professional office; existing dwelling; garden centre; and grocery store” on the property at 543 O'Brien Street, Windsor. This site was once the location of the Co-op Atlantic which was demolished in 2011 and is now vacant. The property is owned by 3331814 Nova Scotia Limited; Mr. Wilkins is the Director.

This development agreement was written in 1992 and does not include the now-usual clause which would allow the uses permitted in the underlying zone. If the development agreement is not discharged, the only uses permitted on the property are those specified in the development agreement.

3.0 RECOMMENDATION

Staff recommends that the WAAC forward a positive recommendation by passing the following motion:

WAAC recommends that PAC recommend that Council discharge the development agreement entered into between the Town of Windsor and Hants Cooperative Services Limited and Co-Op Atlantic Limited for the property at 543 O'Brien Street, Windsor, PID 45055928 recorded at the Registry of Deeds on June 23, 1992 as document 3189.

4.0 DISCUSSION

The property is designated Commercial (C) on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS) and zoned General Commercial (GC) on the Zoning Map of the Windsor Land Use By-law (WLUB). Uses permitted once the development agreement is discharged are the uses permitted in the General Commercial (GC) Zone (Appendix B).

4.1 Development Agreement

There is no specific termination clause in the development agreement however Section 229 (2) of the *Municipal Government Act* states that "Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner."

As noted above, a request to discharge was received from the owner of the property.

4.2 Land Use By-law

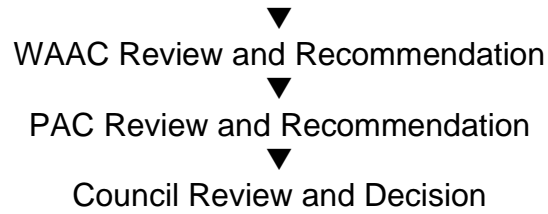
The property is currently vacant. A building and development permit will be required for any new use on the property. Any new use would need to be in accordance with the uses permitted in the General Commercial (GC) Zone of the LUB.

5.0 CONCLUSION

As noted above, the proposed discharge has been considered within the context of both the development agreement and the Land Use By-law. As a result, it is reasonable to consider approving the discharge of this development agreement.

6.0 PROCESS

Staff Review



7.0 OPTIONS

In response to the application, WAAC may recommend that PAC:

- follow the process to discharge the development agreement as drafted or as specifically revised by direction of WAAC;
- provide alternative direction, such as requesting further information on a specific topic.

8.0 APPENDICES

Appendix A Draft Discharge

Appendix B General Commercial (GC) Zone

Report Reviewed by: Madelyn LeMay, Director of Planning and Development

Appendix A
DRAFT DISCHARGE

THIS DISCHARGE OF DEVELOPMENT AGREEMENT made this ____ day of _____, 2020,

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY a body corporate, hereinafter called the "Municipality" of the one part

-and-

CLARK WILKINS, Director of 3331814 Nova Scotia Limited, a body corporate, owner of 543 O'Brien Street, Windsor (PID 45055928), hereinafter called the "Owner" of the other part

WHEREAS the Town of Windsor entered into a development agreement with Hants Cooperative Services Limited and Co-Op Atlantic Limited dated June 17, 1992 and recorded at the Registry of Deeds, Nova Scotia on June 23, 1992 as document 3189;

AND WHEREAS the Owner has requested that the Municipality discharge the development agreement;

AND WHEREAS pursuant to Section 229 of the *Municipal Government Act*, on _____, 2020, Council of the Municipality approved this request;

NOW THIS discharge witnesseth that in consideration of the foregoing recitals and pursuant to the development agreement hereinbefore referred to, that the West Hants Regional Municipality hereby terminates and discharges the said development agreement and hereby gives notice that the terms of the Windsor Land Use By-law shall apply with respect to the lands referred to in the development agreement.

IN WITNESSETH WHEREOF the Municipality has caused this discharge to be executed by its proper officers and has caused its seal to be affixed hereto.

SIGNED, SEALED AND DELIVERED
in the presence of:

WEST HANTS REGIONAL MUNICIPALITY
)
)
)
)

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT

I, _____, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of the West Hants Regional Municipality, the "Municipality" and have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Municipality.
3. I am authorized to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.
4. I acknowledge that the Municipality executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgement is made for the purposed of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
5. The Municipality is a resident of Canada under the *Income Tax Act* (Canada).

SWORN TO at _____,)
in the County of Hants, Province of)
Nova Scotia, this _____ day of)
_____, 2020, before me:)
_____)
_____)
_____)
A Barrister of the Supreme Court)
of Nova Scotia)

I CERTIFY that on this ____ day of _____, 2020, the West Hants Regional Municipality, one of the parties hereto, caused the foregoing indenture to be executed on its behalf by _____, its duly authorized _____ in my presence and that I signed as a witness to such execution.

A Barrister of the Supreme Court
of Nova Scotia

17.0 GENERAL COMMERCIAL (GC)

Permitted Uses

17.1 The following uses shall be permitted in the General Commercial (GC) zone:

- Arts and crafts studios including photography
- Banks and financial institutions
- Clubs and community organizations
- Commercial schools
- Country inns
- Day care centres, licensed and non-licensed
- Entertainment, recreation and assembly uses within a wholly enclosed building
- Garden and nursery sales and supplies
- Licensed liquor establishments
- Local shopping centres containing uses permitted in the GC zone
- Microbrewery, Microdistillery, Winery (*Amended WLUB 18-01 Effective January 29, 2019*)
- Offices
- Parking structures
- Repair and rental establishments
- Residential uses (not on the ground floor)
- Restaurants, excluding drive-through restaurants
- Retail stores
- Service and personal service shops
- Taxi, train and bus stations
- Veterinary clinics and animal hospitals
- Existing residential uses

GC Zone General Requirements

17.2 In the GC zone, no development permit shall be issued except in conformity with the following:

Minimum lot area	10,000 ft ² (929.00 m ²)
Minimum lot frontage	100 ft (30.48 m)
Minimum front yard	25 ft (7.62 m)
Minimum rear yard	25 ft (7.62 m)
Minimum side yard	15 ft (4.57 m)
Maximum height of main building	35 ft (10.67 m)
Maximum height of accessory building	15 ft (4.57 m)

Open Storage

17.3 No open storage shall be permitted in the GC zone.

Residential Uses

- 17.4 Residential uses as part of the same building as a commercial use are permitted provided the total floor area of the residential use does not exceed two-thirds (66 percent) of the total floor area of the building.

Access

- 17.5 Entrance to and exit from properties zoned GC shall be restricted to not more than two driveways on any street or road. On a corner lot, access shall be restricted to not more than three driveways to the lot.



WWH
WINDSOR / WEST HANTS

TOGETHER



**Discharge of Development Agreement:
543 O'Brien Street, Windsor PID 45055928**

June 23, 2020

Background

- ▶ Received an application from Clark Wilkins
- ▶ Request to discharge a development agreement from 1992 which permits "a retail gas bar for members of the developer only and all accessory uses normally associated with a retail gas bar; business and professional office; existing dwelling; garden centre; and grocery store"
- ▶ This site was once the location of the Co-op Atlantic which was demolished in 2011 and is now vacant

Background Cont.

- ▶ Development agreement was written in 1992
- ▶ It does not include the now-usual clause which would allow the uses permitted in the underlying zone
- ▶ If the development agreement is not discharged, the only uses permitted on the property are those specified in the development agreement

Document Review

- ▶ The property is:
 - ▶ designated Commercial (C)
 - ▶ zoned General Commercial (GC)
- ▶ Uses permitted once the development agreement is discharged are the uses permitted in the General Commercial (GC) Zone

General Commercial (GC)

Permitted Uses

- ▶ Arts and crafts studios including photography
- ▶ Banks and financial institutions
- ▶ Clubs and community organizations
- ▶ Commercial schools
- ▶ Country inns
- ▶ Day care centres, licensed and non-licensed
- ▶ Entertainment, recreation and assembly uses within a wholly enclosed building
- ▶ Garden and nursery sales and supplies
- ▶ Licensed liquor establishments
- ▶ Local shopping centres containing uses permitted in the GC zone
- ▶ Microbrewery, Microdistillery, Winery

General Commercial (GC)

Permitted Uses Cont.

- ▶ Offices
- ▶ Parking structures
- ▶ Repair and rental establishments
- ▶ Residential uses (not on the ground floor)
- ▶ Restaurants, excluding drive-through restaurants
- ▶ Retail stores
- ▶ Service and personal service shops
- ▶ Taxi, train and bus stations
- ▶ Veterinary clinics and animal hospitals
- ▶ Existing residential uses

Document Review

- ▶ There is no specific termination clause in the development agreement
- ▶ Section 229 (2) of the *Municipal Government Act* states that "Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner."
- ▶ As noted, a request to discharge was received from the owner of the property

Process





WWH
WINDSOR / WEST HANTS

TOGETHER

Recommendation

- ▶ **that Council discharge the development agreement entered into between the Town of Windsor and Hants Cooperative Services Limited and Co-Op Atlantic Limited for the property at 543 O'Brien Street, Windsor, PID 45055928 recorded at the Registry of Deeds on June 23, 1992 as document 3189.**



WEST HANTS REGIONAL MUNICIPALITY

Recommendation Report

To: Mayor Zebian and Members of West Hants Regional Municipality Council.

Submitted by: _____
Saira Shah, Planner

Date: 2020-06-23

Subject: Ski Martock Rd. Land Use By-law Amendment Recommendation Report

File # 20-01 B

Background

An application was completed February 28, 2020 from Stanley Joseph Boyd and Patricia Boyd to amend the Land Use By-law to permit a proposed tourist accommodation consisting of several cottages at PID 45038510 located on Ski Martock Road in Windsor Forks. (*Attachment A*)

A Public Information Meeting (PIM) was held virtually on May 21, 2020 broadcast live on the Municipal Facebook page to consider the amendment to permit the tourist accommodation (*Attachment B*)

Planning Advisory Committee Recommendation

The Planning Advisory Committee recommended in favour of the proposed amendment to permit tourist accommodations at PID 45038510.

Potential Motion

Should Council wish to approve the requested tourist accommodation the following motion is in order:

that Council gives First Reading and hold a Public Hearing to consider:

- (1) amending the map of the West Hants Land Use By-law for PID 45038510 from the General Resource (GR) zone to the Rural Commercial (RC) Zone as shown on Figure 3; and**
 - (2) amending the text of the West Hants Land Use By-law to ensure adequate separation is provided for residential uses abutting a property zoned Rural Commercial (RC) as shown in Appendix A,**
- all in a manner substantively the same as attached to the planning staff report dated June 11, 2020.**

Attachments

- Attachment A 2020-06-11 File# 20-01 Ski Martock Rd. Land Use By-law Amendment Recommendation Report
- Attachment B 2020-06-11 File# 20-1 A Public Information Meeting Notes May 21, 2020

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A
2020-06-11 File# 20-01 Ski Martock Rd. Land Use By-law Amendment
Recommendation Report



WEST HANTS REGIONAL MUNICIPALITY
RECOMMENDATION REPORT

To: Members of Planning Advisory Committee

Submitted by: _____
Saira Shah, Planner

Date: 2020-06-11

Subject: File # 20-01 Ski Martock Rd. Land Use By-law Amendment
Recommendation Report

LEGISLATIVE AUTHORITY

Section 210 of the Municipal Government Act.

RECOMMENDATION

Should the Planning Advisory Committee (PAC) wish to forward a positive recommendation, the following motion would be in order:

PAC recommends that Council give First Reading and hold a Public Hearing to consider amending the map of the West Hants Land Use By-law for PID 45038510 to the Rural Commercial (RC) Zone as shown on Figure 3 and amending the text of the West Hants Land Use By-law to ensure adequate separation is provided for residential uses abutting a property zoned Rural Commercial (RC), in a manner substantively the same as Appendix A, all as attached to the planning staff report dated June 11, 2020.

BACKGROUND

The applicants, Stanley Joseph Boyd and Patricia Boyd, have applied for an amendment to the Land Use By-law to permit a proposed tourist accommodation consisting of several cottages at PID 45038510 located on Ski Martock Road in Windsor Forks. The application was completed on February 28, 2020.

DISCUSSION

Mr. and Ms. Boyd own the property on Ski Martock Road. The property is designated Resource on the Generalized Future Land Use Map of the Municipal Planning Strategy (Figure 1) and zoned General Resource (GR) on the zoning map of the Land Use By-law (Figure 2).

The applicants are proposing a tourist accommodation consisting of several cottages to serve the traveling public visiting Ski Martock and the surrounding area. The General Resource (GR) zone permits two (2) seasonal dwellings as-of-right.

A seasonal dwelling is defined in the West Hants Land Use By-law (WHLUB) as *"a cottage or secondary residence used for recreation, rest or relaxation from time to time throughout any season of the year, but not used or intended to be used for year-round occupancy or as a principal residence"*.

A seasonal dwelling can be a cottage used for tourist accommodations. However, the applicants would like to have more than two (2) cottages on the site.

Policy 9.1.6 of the West Hants Municipal Planning Strategy (WHMPS) enables Council to consider rezoning land in the General Resource (GR) zone to allow for commercial uses permitted in the Rural Commercial (RC) zone. The proposed map amendment (Figure 3) would permit tourist accommodations. This would enable the applicants to develop more than two (2) cottages on the site.

The proposed map amendment would also permit all other uses which are permitted in the Rural Commercial (RC) zone in the WHLUB.

Policy 7.2.1 of the WHMPS states, *It shall be the policy of Council to establish a Rural Commercial (RC) zone which will apply to Hamlets and resource areas and permit a variety of commercial uses intended to provide a service to local residents, as well as limited highway commercial and tourist commercial uses. Residential uses will be permitted in conjunction with a commercial use.*

Council's intention for the Rural Commercial (RC) zone is to provide services to residents and tourist commercial uses, such as accommodations. The only restriction for tourist accommodations is height which is set at a maximum of 35 ft. in the WHLUB. The proposed amendment would allow an unlimited number of cottages if setbacks are maintained.

As part of the usual process, to determine if this application meets the criteria in the WHMPS, staff sent inquiries to the appropriate organizations/individuals. None of the responses received touched on major concerns.

During the staff review consideration was given to the abutting zone requirements section of the Rural Commercial (RC) zone. Policy 9.1.6 (f) states the proposed use should not be considered obnoxious due to noise, odour, dust, fumes or other emissions. If a commercial use permitted in the Rural Commercial (RC) zone abuts a

lot in a residential zone the commercial use must provide a planting strip and increased minimum side yard and outdoor storage in the side yard of the commercial use is prohibited. These requirements decrease the potential for a commercial use to be considered obnoxious however, they do not benefit residential uses located outside of residential zones. Staff recommend an amendment to the abutting zone requirements so that they apply to commercial properties which abut any residential uses as opposed to just properties with residential zoning (Appendix A). This will ensure Policy 9.1.6 (f) is met.

MPS Specific Criteria

Policy 9.1.6 of the WHMPS states the specific criteria to be considered for this proposal. These criteria are examined in detail in Appendix B.

In summary, Policy 9.1.6 is met as:

- the proposed uses are not ones which, because of their size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;
- the development is compatible with adjacent land uses; and
- staff recommend amendments to ensure abutting zone requirements apply to all commercial uses which abut properties with residential uses in any zone.

WHMPS General Criteria

Policy 16.3.1 of the WHMPS states general criteria for any WHLUB amendment considered in West Hants. These criteria are examined in detail in Appendix C.

In summary:

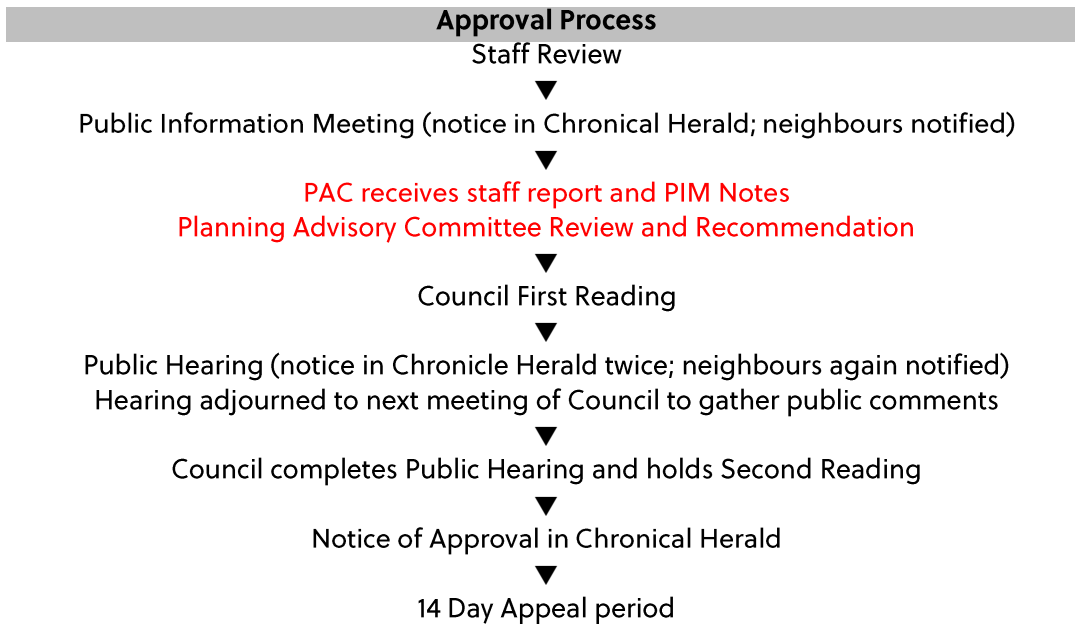
- the proposal is not premature or inappropriate for the area;
- the Manager, Building and Fire Inspection and Fire Chief have no major concerns regarding fire protection and emergency services; and
- the property is approximately five (5) acres in area and has sufficient space for the intended uses.

Municipal Climate Change Action Plan

This amendment has not been examined in relation to the Municipal Climate Change Action Plan (MCCAP).

NEXT STEPS

As noted above, the proposed amendment has been considered within the context of the specific and general policies of the WHMPS and is consistent with the intent, objectives and policies of the WHMPS. The amendment meets the specific and general criteria for a WHLUB amendment. As a result, it is reasonable to consider amending the zone of PID 45038510 from General Resource (GR) to Rural Commercial (RC) on the zoning map of the WHLUB and the text of the WHLUB to amend the abutting zone requirements for the Rural Commercial (RC) zone.



FINANCIAL IMPLICATIONS

There are no financial implications associated with this application.

ALTERNATIVES

In response to the application, PAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the WHLUB amendment as drafted or as specifically revised by direction of PAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1 Existing Generalized Future Land Use Map

Figure 2 Existing Zoning Map

Figure 3 Proposed Map Amendment

Appendix A Draft Amendments

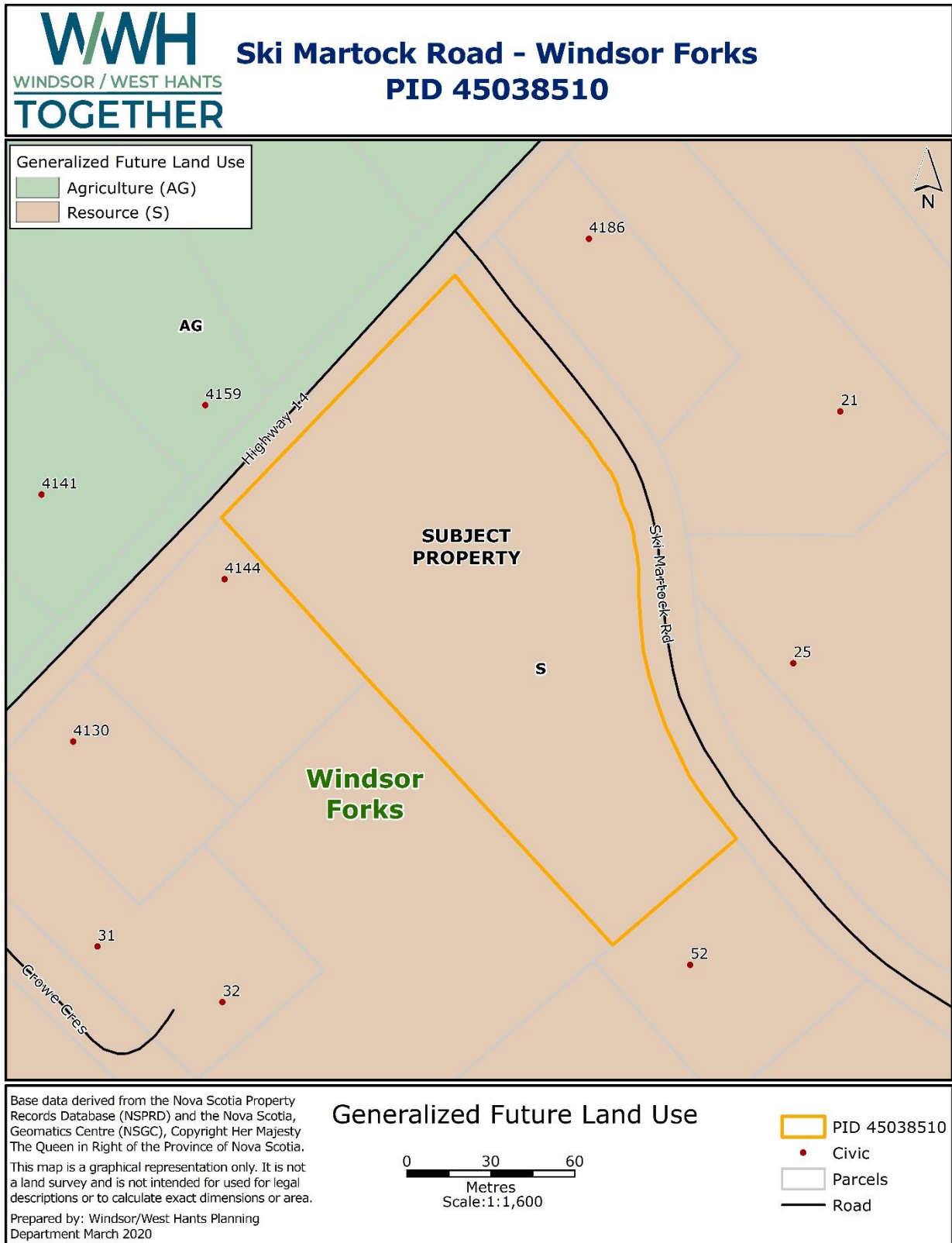
Appendix B Specific Criteria for a Rural Commercial (RC) Map Amendment

Appendix C General Criteria for Land Use-By-law Amendment

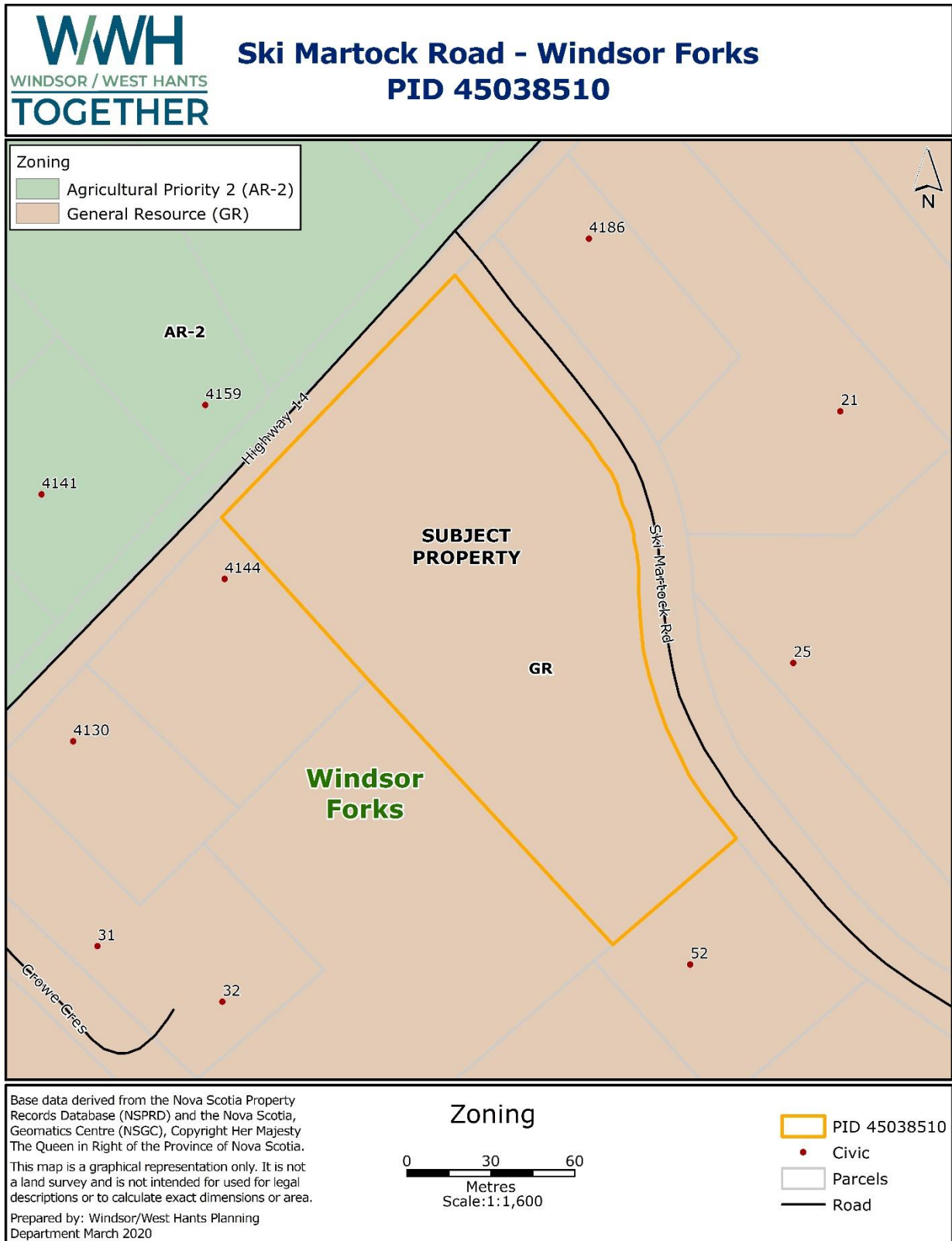
Report Approved by: _____

Madelyn LeMay, Director of Planning and Development

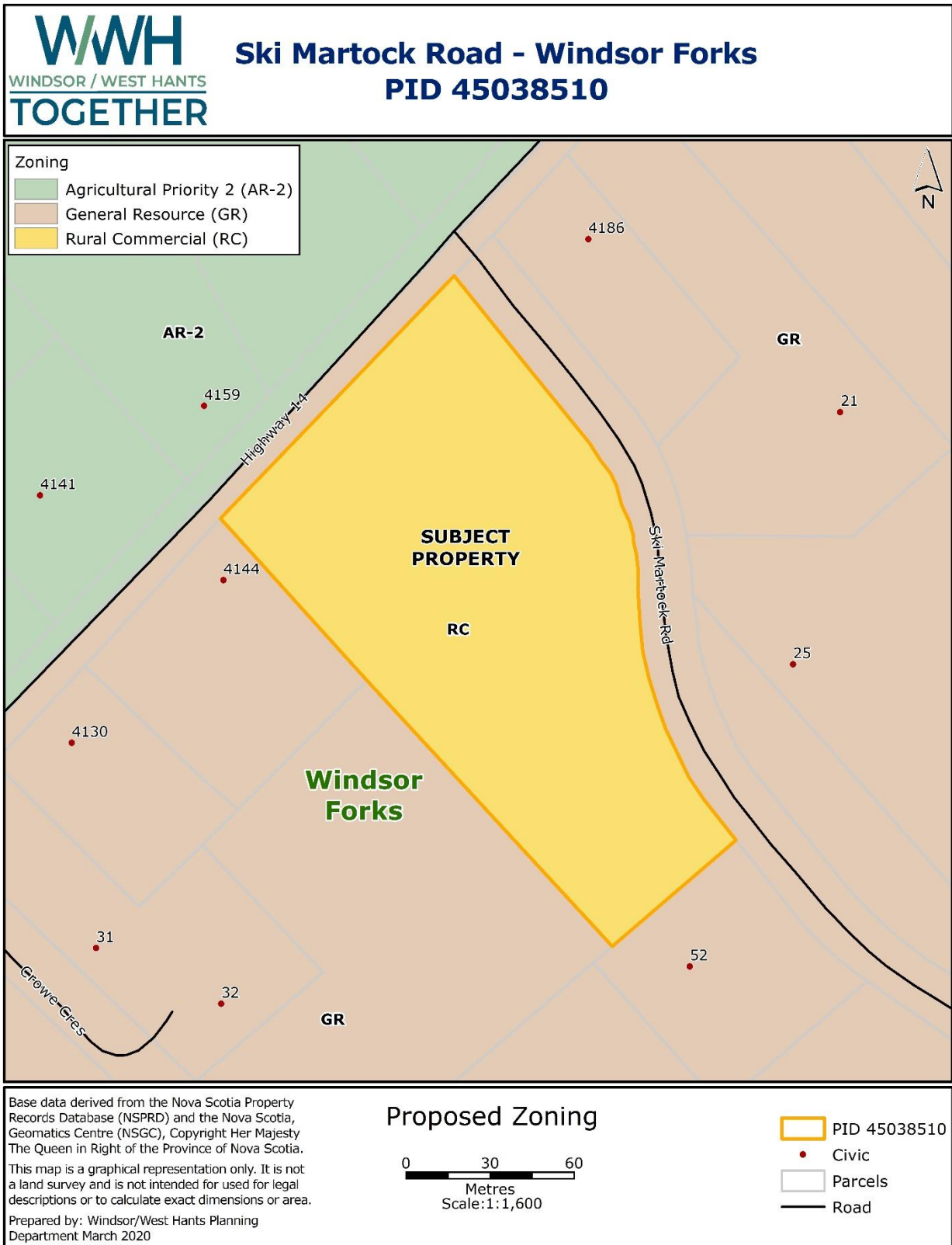
Figure 1
Existing Generalized Future Land Use Map



**Figure 2
Existing Zoning Map**



**Figure 3
Proposed Map Amendment**



Appendix A Draft Amendments

Text Amendment to the West Hants Land Use By-law to ensure the abutting zone requirements for the Rural Commercial (RC) zone apply to all residential uses.

1. **Amend Section 16.4 *Abutting Zone Requirements* in Part 16 of the West Hants Land Use By-law, *Rural Commercial (RC) Zone*, by replacing: the title "Abutting Zone Requirements" with "Abutting Use Requirements", the phrase "Where a RC zone abuts a lot in a residential zone, the following standards apply" with "Where any commercial use permitted in the Rural Commercial (RC) zone is developed on a lot which abuts a lot with a residential use, the following standards shall apply" and the phrase "residential zone" with "the lot with the residential use" in subsection (c) so that it reads as follows:**

Abutting Use Requirements

16.4 Where any commercial use permitted in the Rural Commercial (RC) zone is developed on a lot which abuts a lot with a residential use, the following standards shall apply:

- (a) the minimum side yard requirement for the commercial use from the abutting lot line shall be 20 ft (6.10 m);
- (b) no open storage or outdoor display shall be permitted in an abutting side yard;
and
- (c) the part of the commercial lot directly adjoining the lot with the residential use shall be used for no purpose other than a planting strip having a minimum of 5 ft (1.52 m) measured perpendicular to the lot line.

Appendix B
Specific Criteria for Rural Commercial (RC) Map Amendment

Policy 9.1.6 *It shall be the intention of Council to consider rezoning land zoned General Resource (GR) to allow for commercial or industrial uses permitted in the Rural Commercial (RC) or Resource Industrial (M-1) zones subject to the following:*

Criteria	Rural Commercial Uses
<i>(a) the use will not adversely affect existing resource uses in the area;</i>	The uses will be contained within the site and are not expected to cause an adverse effect on existing resource uses.
<i>(b) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i>	Policy 7.2.1 states <i>It shall be the policy of Council to establish a Rural Commercial (RC) zone which will apply to Hamlets and resource areas and permit a variety of commercial uses intended to provide a service to local residents, as well as limited highway commercial and tourist commercial uses.</i> The uses within the Rural Commercial (RC) zone are appropriate based on size and nature of the uses permitted.
<i>(c) safe and efficient roadway access is provided;</i>	Department of Transportation and Infrastructure Renewal (DTIR) confirmed that commercial access can be obtained and will be limited to Ski Martock Road. DTIR does not anticipate a negative impact to the Provincial road network. The applicant has been informed.
<i>(d) adequate on-site parking is provided;</i>	The property is five (5) acres in size which is sufficient space to provide parking and loading areas on-site.
<i>(e) the development is compatible with adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	Please see 9.1.6 (c)
<i>(ii) hours of operation;</i>	This criterion is not relevant for this application as the hours of operation can only be regulated by a Development Agreement.

(iii) <i>size and design of building(s);</i>	The applicant will be required to meet all regulations regarding size in the West Hants Land Use By-law. There are no requirements regarding design in the West Hants Land Use By-law.
(iv) <i>signage; and</i>	The applicant will be required to meet all regulations regarding signage in the West Hants Land Use By-law.
(v) <i>pedestrian circulation and safety;</i>	Please see 9.1.6 (c)
(f) <i>the use is not considered obnoxious by virtue of noise, odours, dust, fumes or other emissions;</i>	Any noise, odour, dust, fumes, or other emissions from this development will be similar to emissions from existing commercial development in the area. A planting strip and increased minimum side yard are required if the commercial use abuts a lot in a residential zone. However, this does not apply to residential uses in the General Resource (GR) zone. Staff have recommended an amendment to ensure these requirements benefit all residential uses regardless of zone.
(g) <i>adequate buffering or screening, setbacks and yards are provided, and open storage is controlled;</i>	Adequate buffering, screening, setbacks, and yards must be provided, and open storage controlled as required by the West Hants Land Use By-Law.
(h) <i>any other matter which may be addressed in a Land Use By-law; and</i>	No other matter has been raised.
(i) <i>Policy 16.3.1.</i>	Please see Appendix C for further details

Appendix C
General Criteria for Land Use By-Law Amendment

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By law, in addition to the criteria set out in various policies of this Strategy, Council shall consider”:*

<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	Rural Commercial Uses
<i>(i) the adequacy of sewer and water services;</i>	The Public Works Director has stated the proposal is not within a Municipally serviced area. The applicant is responsible for determining adequate services for the proposed uses. The applicant has been informed.
<i>(ii) the adequacy of school facilities;</i>	No impact on school facilities is anticipated.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Manager, Building and Fire Inspection and Fire Chief for the area have no concerns with regards to fire protection and emergency services. The Manager, Building and Fire Inspection has noted that a service station is the only listed permitted use that would have significantly stricter standards based on the Building and Fire Codes. The applicant has been informed.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	Please see 9.1.6 (c) for further details.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	No municipal costs related to this amendment are anticipated.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on site sewage disposal system;</i>	As noted above in (a) (i), the applicant will be responsible for the provision of water and on-site sewage disposal.
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	Please see 9.1.6 (c) for further details
<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The property is five (5) acres in area and has sufficient space for the intended uses.

<i>(e) the pattern of development which the proposal might create;</i>	The uses permitted in this zone will not create a pattern of development that is unusual for the area.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</i>	The applicant will be responsible for determining the suitability of the area for the proposed uses.
<i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by laws and regulations; and</i>	The proposed amendment meets all relevant municipal, provincial and federal regulations.
<i>(h) any other matter required by relevant policies of this Strategy.</i>	Please see Appendix B for further details.

Appendix B
2020-06-11 File# 20-1 A
Public Information Meeting Notes May 21, 2020

Public Information Meeting Notes
May 21, 2020
File 20-1 A
Ski Martock Road Application

Meeting date and time	A virtual public information meeting was held on May 21, 2020 beginning at 6:00 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: Four (4) Councillors: Mayor Zebian Councillor Ivey Councillor Murphy Councillor Sherman Three (3) Committee members: Bill Preston Shelley Bibby Trevor McEachern Director LeMay Planner Shah Planner Poirier Meeting Secretary Vanessa Lake As this meeting was held virtually there were no members of the public present.
Stanley Joseph Boyd and Patricia Boyd 4159 Highway 14 Site Location (Ski Martock Road PID (45038510))	Planner Shah outlined the request from Stanley Joseph Boyd and Patricia Boyd to amend the Land Use By-law to permit a proposed tourist accommodation at PID 45038510 located on Ski Martock Road in Windsor Forks
Comments	Comments from the public were received by mail, e-mail and telephone to sshah@westhants.ca between May 21 and June 9 th . Four (4) written comments were received from the public and (1) verbal comment was made by phone. Staff responses are included in purple. Questions from the public included: <ul style="list-style-type: none"> • Where will the driveway access be? Department of Transportation has stated they can only have access from Ski Martock Rd. • What type of buildings will it be? Cabins/cottages for rental to tourists • How tall will the buildings be?

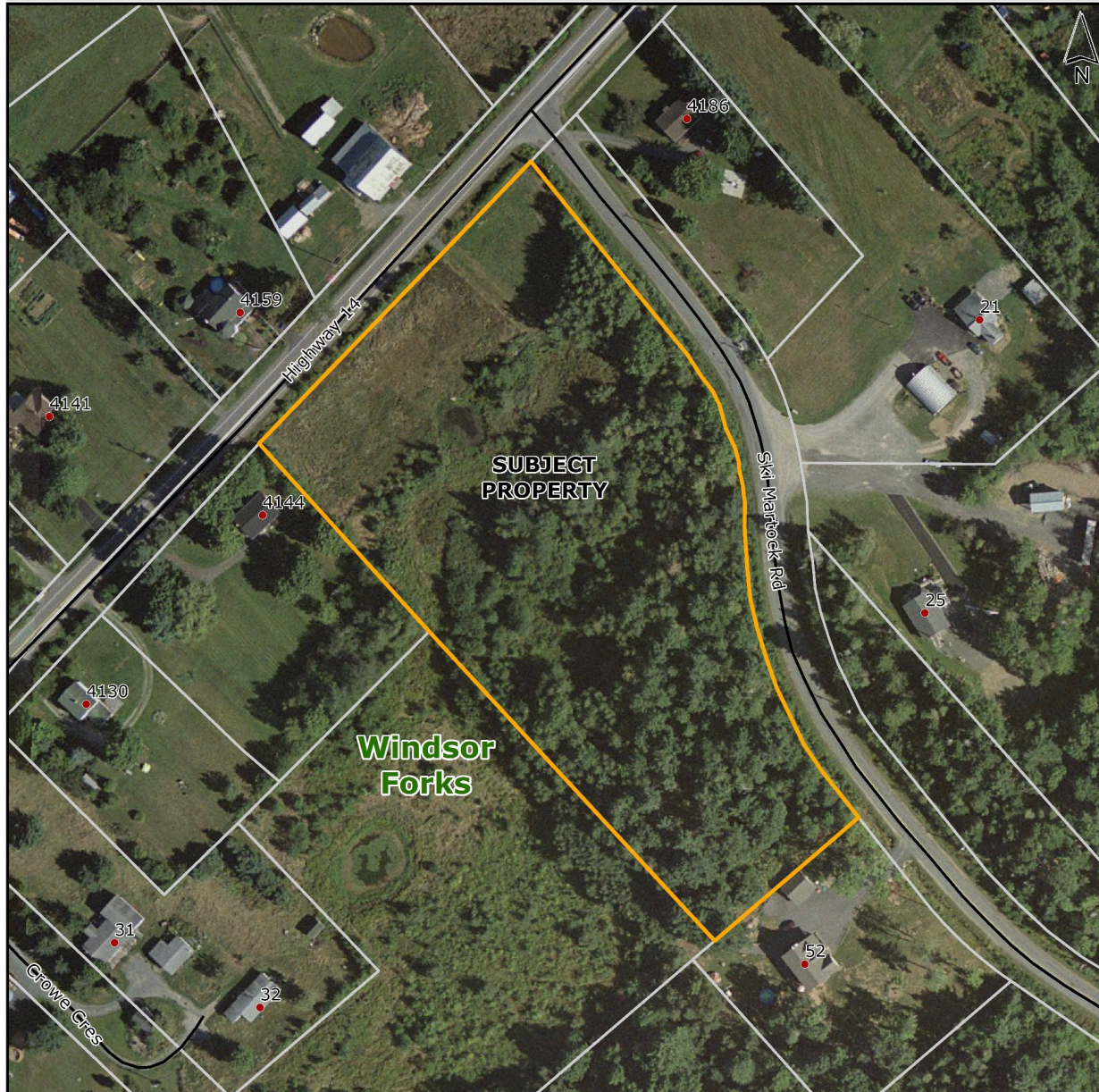
	<p>The maximum height for this zone is 35 ft. approximately 2-3 stories</p> <ul style="list-style-type: none"> • How many cottages will there be? There is no limit to the number of cottages in the new zone, but setback requirements must be maintained. • Will the cottages be all-season or limited? There will be no limit on when the cottages can operate. • Will local people be used to fill job openings? • Will there be a swimming pool, weight room, or other available space for the community to buy passes for? <p>Discussion points included:</p> <ul style="list-style-type: none"> • the potential impact on peace and quiet in the area • safety concerns regarding tourists coming and going • the potential impact on the water supply • the potential fire risk from BBQs and campfires • the noise level from the construction and tourists once the cabins are constructed • the impact on property values • increase in traffic, pollution, and litter • impact on wildlife due to noise <p>The applicant responded to some of the discussion points and questions raised with the following:</p> <ul style="list-style-type: none"> • the plan is to hire local residents • there will be a main office at some point which will include a small general store with meeting/reception rooms • a swimming pool/hot tub combo is planned and would be available to local residents • a large forested buffer zone between the cottages and any resident would be developed to reduce noise and visual disturbances • only propane fireplaces and BBQs will be permitted by the owners to avoid wood burning hazards • the target market for the cottages will be families • the cottages will include high end interiors drawing clients that respect a peaceful, beautiful vacation site • the initial plan is to construct the cottages off site and assemble on site decreasing disturbances during construction • rental agreements will include restrictions on noise, ATVs., and pets
Adjournment	There being no further business, the meeting adjourned at 6:22 p.m.

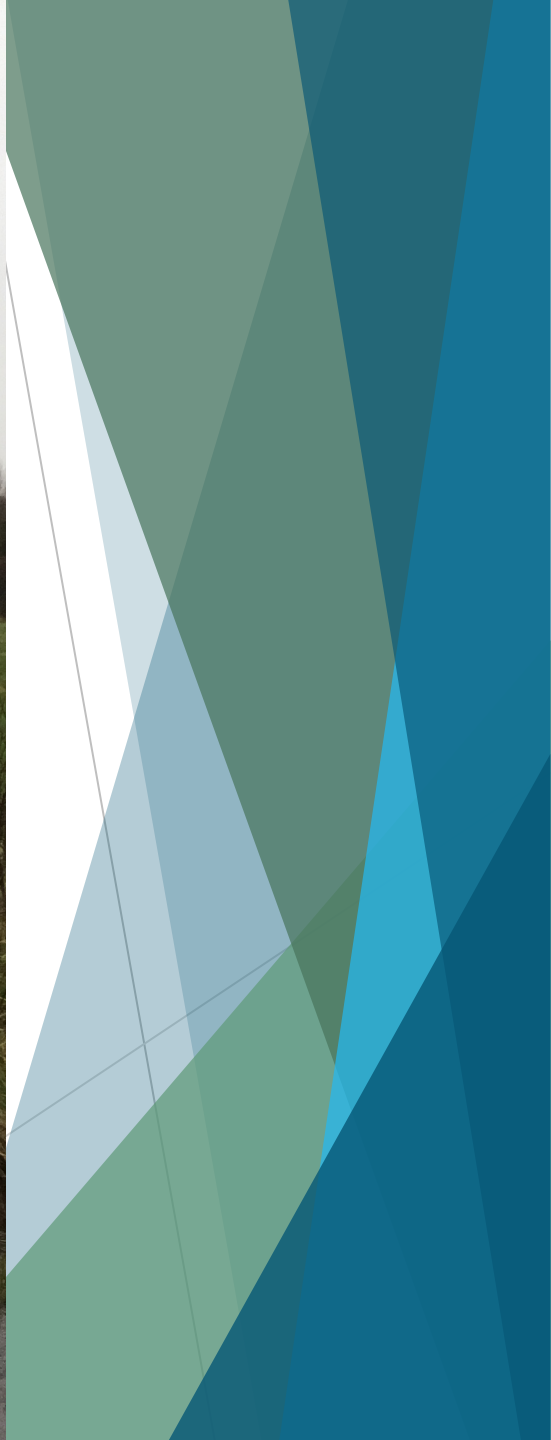


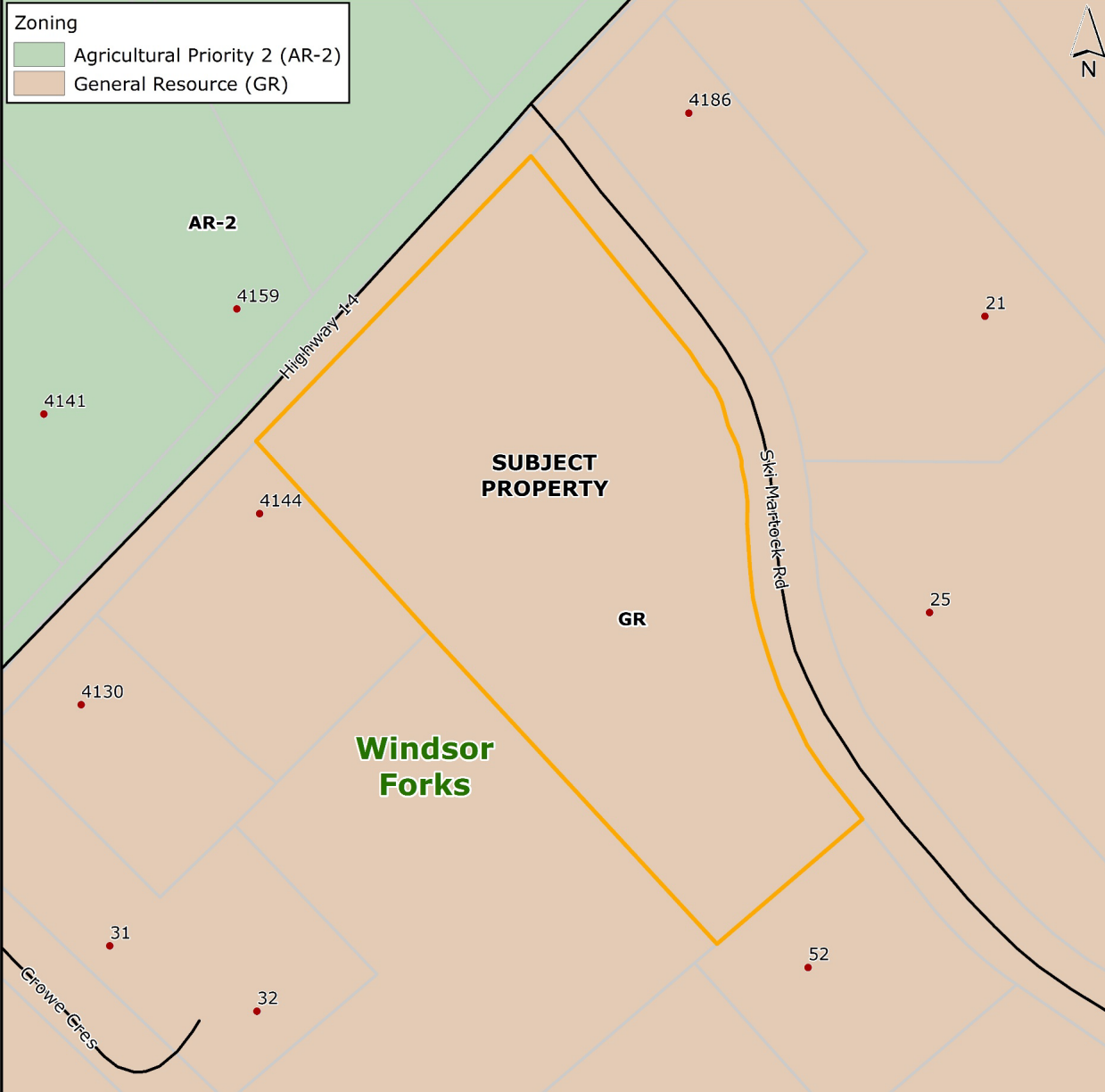
**Ski Martock Rd.
Land Use By-law Amendment**
June 23, 2020

Application

- ▶ On February 28th Stanley Joseph Boyd and Patricia Boyd applied for an amendment to permit a tourist accommodation consisting of several cottages on their property.
- ▶ The current zoning permits two (2) seasonal dwellings as-of-right, the applicant would like the ability to have more than two (2)

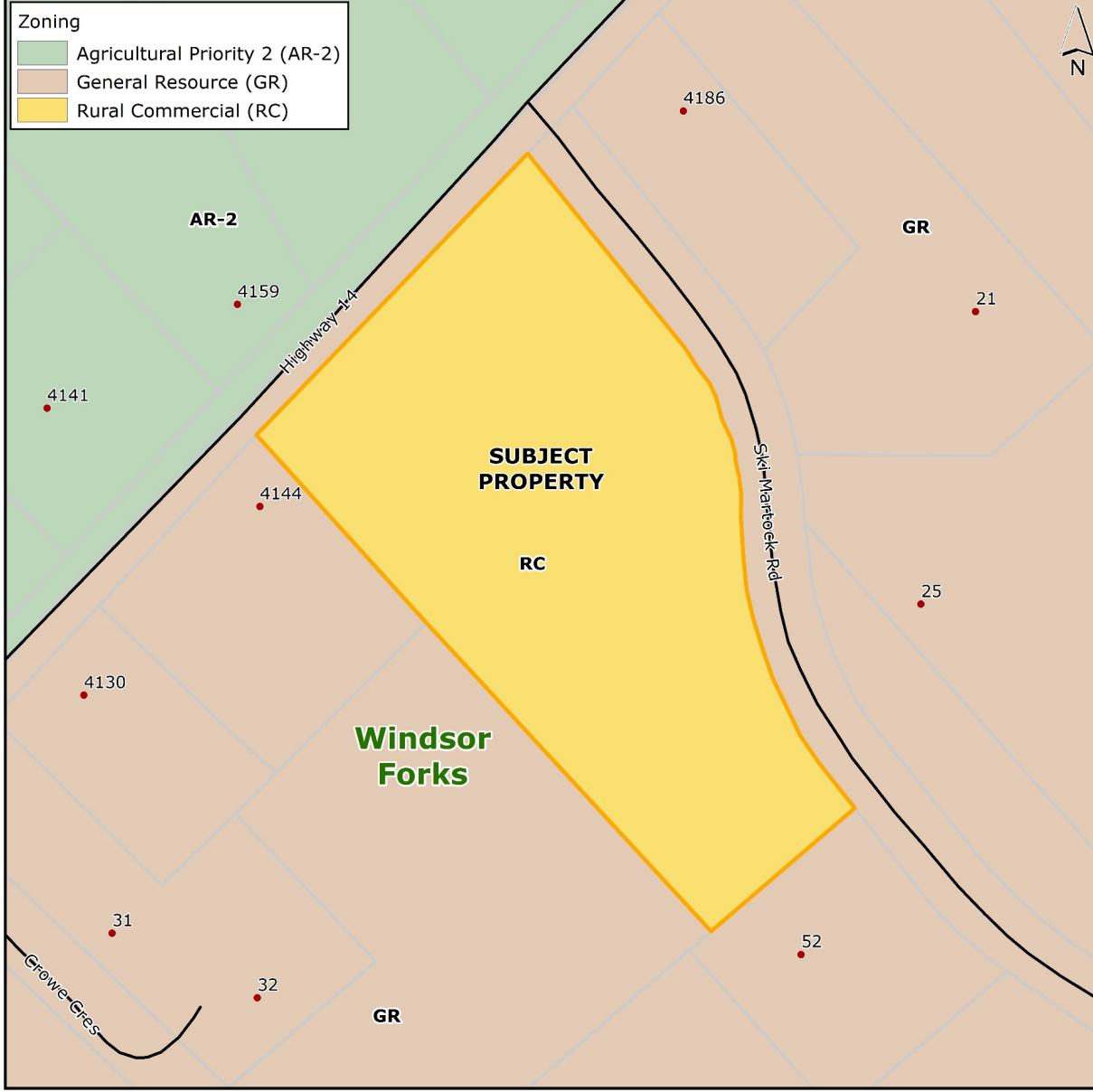






Policy

- ▶ **Policy 9.1.6** enables Council to consider rezoning land zoned General Resource (GR) to allow for commercial or industrial uses permitted in the **Rural Commercial (RC)** or Resource Industrial (M-1) zones.
- ▶ **Policy 16.3.1** states general criteria for any West Hants Land Use By-law amendment.



Rural Commercial (RC) Zone

- ▶ Automobile service stations
- ▶ Banks and financial institutions, clubs
- ▶ Day care centres, licensed or non-licensed
- ▶ Farm supplies and equipment sales and service, farm markets
- ▶ Funeral homes
- ▶ Garden and nursery production, sales and supplies
- ▶ Hotels, motels and other tourist accommodations, but does not include campgrounds
- ▶ Kennels
- ▶ Licensed Cannabis Nurseries (**Amendment 18-08 effective November 26, 2019**)
- ▶ Offices
- ▶ One dwelling unit in conjunction with a permitted commercial use, located either in the same building or as a single unit dwelling on the same lot
- ▶ Personal service shops, post offices and postal outlets
- ▶ Restaurants and retail stores
- ▶ Existing dwellings

Additional Amendments

- ▶ Policy 9.1.6 (f) *the use is not considered obnoxious by virtue of noise, odours, dust, fumes or other emissions*
- ▶ An amendment is recommended to the Rural Commercial (RC) zone abutting use requirements to ensure all properties with a residential use benefit from these requirements

Process



Recommendation

that Council gives First Reading and hold a Public Hearing to consider:

- 1. amending the map of the West Hants Land Use By-law for PID 45038510 from the General Resource (GR) zone to the Rural Commercial (RC) Zone as shown on Figure 3;**

and

- 2. amending the text of the West Hants Land Use By-law to ensure adequate separation is provided for residential uses abutting a property zoned Rural Commercial (RC) as shown in Appendix A,**

all in a manner substantively the same as attached to the planning staff report dated June 11, 2020.



WWH
WINDSOR / WEST HANTS

TOGETHER

From:
To: [Madelyn LeMay](#)
Cc: [Vanessa Lake](#)
Subject: Hantsport Area Advisory Committee
Date: Saturday, May 30, 2020 5:29:19 PM

[CAUTION: EXTERNAL EMAIL]

Hello Madelyn:

Please accept this as my resignation from the Hantsport Area Advisory Committee.

I thank you for your leadership during the past number of years on this committee.

I have been contemplating not serving again on the committee for some time now. Also, since Tuesday evenings was selected as the new meeting time I have a conflict with Tuesday evenings, it being the meeting night for another group I have been a member of for many years.

Sincerely

Phil

From:
To: [Madelyn LeMay](#)
Subject: Don Hussey - HAAC resignation
Date: Wednesday, June 3, 2020 9:06:43 AM

[CAUTION: EXTERNAL EMAIL]

Dear Madelyn,

I resign from the HAAC effective immediately.

It was a pleasure to meet and work with you and your staff. Good luck in your future endeavours.

Respectfully,
Don



**REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
AGENDA REQUEST FORM**

Name:	Bob Morton		
Date:	June 16 2020	Date Submitted to CAO: June 17, 2020	

Request- Initial – to be completed by Council Member

Detail	Low income Partial Tax Exemption				
Decision Requested:	I request that West Hants Regional Municipality adopt the same "Low Income Partial Tax Exemption" policy as the former Town of Windsor had. (Town of Windsor Low Income Partial Tax Exemption Policy 2019/2020)				
Background: What? Who? How? When?	Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>
	<p>The town of Windsor has the Low income partial tax exemption policy which gives low income earners the ability to apply and save up to \$200 on their property tax. We have many residents outside of Windsor that could benefit from this as well. Below find Windsor's policy for your consideration.</p> <p>Residential taxpayers in the Town of Windsor are advised that the Town Council has provided a partial tax exemption to be available to all taxpayers whose total income from all sources for 2018 was below a specified amount. The details of this year's partial exemption are outlined below.</p> <p>Town of Windsor Tax exemption policy.</p> <p>A total exemption fund will be established to be distributed equally to all qualified applicants on a pro- rata basis subject to the following conditions:</p>				

	<p>1. Only persons whose total income from all sources, including the income of all other persons of the same family residing in the same household as the applicant ratepayer, for the calendar year 2018 is less than twenty four thousand four hundred eighty five dollars (\$24,485.00) may apply.</p> <p>2 No exemption shall exceed 50% of the current year's taxes.</p> <p>3. Regardless of the pro-rata calculation for distribution of the exemption fund, no exemption shall exceed \$200.00.</p> <p>4. A tax exemption will only be granted in respect to a property occupied by the applicant ratepayer as his or her home.</p> <p>5. Where a property is assessed to two or more persons, one of whom is entitled to an exemption, the person so entitled shall be entitled only to that portion of the amount of the exemption that the amount of his/her assessment with respect to the property bears to the total assessment for the whole property. Where the owners are not separately assessed for their several interests in the property, then to that portion determined by the assessor, whose determination shall be final.</p> <p>6. Applications for the exemption granted by this resolution shall be by affidavit and shall be accompanied by a copy of the applicant(s) 2018 Income Tax Notice of Assessment.</p> <p>7. In order to distribute the exemption fund among the qualified applicants, no application for an exemption will be received or considered after July 31, 2019.</p>		
	Current <input type="checkbox"/>	Short Term <input type="checkbox"/>	Long Term <input type="checkbox"/>

Strategic Implication: with Dashboard			
Budget:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Policy: MGA section	Yes <input type="checkbox"/> No <input type="checkbox"/>
Desired Outcome:	That the recommendation be supported.		
Recommendation:	Report/Document: Attached <input type="checkbox"/> Available <input type="checkbox"/> Nil <input type="checkbox"/> See Decision Requested		

Request for Decision – CAO Initial Review

Detail	Synopsis
Department: select all that apply	<input checked="" type="checkbox"/> Governance/Legislative <input type="checkbox"/> Protective Services <input checked="" type="checkbox"/> Administration <input type="checkbox"/> <input type="checkbox"/> Planning <input type="checkbox"/> Engineering Public Works <input type="checkbox"/> <input type="checkbox"/> Parks and Recreation <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Economic Development <input type="checkbox"/>
Decision Requested:	<input type="checkbox"/> Operational Matter <input checked="" type="checkbox"/> Decision of Council Required <input type="checkbox"/> <input checked="" type="checkbox"/> Policy Change <input type="checkbox"/> Other <input type="checkbox"/>
Background:	Request that West Hants Regional Municipality adopt the same “Low Income Partial Tax Exemption” policy as the former Town of Windsor had. (Town of Windsor Low Income Partial Tax Exemption Policy 2019/2020)
	The intent or purpose of the former Town of Windsor policy is well captured and represented in the policy. Additionally, a policy such as this assists municipal units and those property owners who do not intend to move from their homes but are trying to find a

	balance between the increase in property assessment or property tax increases. It could be interpreted that such policies are an alternative to the "CAP" system implemented by the Province frequently discussed at the municipal level.
Budget:	It is unknown how many property owners would be eligible for the program should the policy be extended or created for the residents of the former West Hants area, therefore decreasing the budgeted level of revenue projected to be generated by taxation in 2020/21. Should Council extend the policy at the same level of a maximum \$200.00 reduction per property it is anticipated the amount would be manageable within the current fiscal year if made effective April 1, 2020. If directed by Council to explore a policy, it is recommended that estimates be established by use of existing statistics such as Statistics Canada 2016 Census; single and household income plus any other resources available to us.
Staff Workload:	Staff Workload is estimated as minimal to moderate in response to the potential research and policy amendment or creation process. Should a policy be implemented the onus will be on the property owner to provide proof of eligibility therefore minimizing the workload for staff ongoingly and year to year.
Policy:	The amendment or creation of a Regional policy is required to achieve the request.
Response Options:	<ol style="list-style-type: none"> 1. Maintain the status quo for those currently eligible for the program. 2. Direct staff to explore and prepare a draft policy for a uniform policy for the entire region. 3. Rescind the current policy as an alternative method for uniformity across the region.
Preferred Strategy:	Direct staff to explore and prepare a draft uniform policy for the entire region.

CAO Comments:	<p>Director Rochon is preparing a report for the July COTW meeting highlighting current supports / policies/ bylaws that have the purpose of supporting residential and commercial property owners who may temporarily or ongoingly be facing financial challenges. Through Director Rochon's report it is also important to highlight the differences in policies aimed at delaying the time associated with paying taxes or a municipal invoice and policies that reduce or forgo the requirement to pay.</p> <p>It is further noted that time will be required for the debate of Council and the creation and approval of the policy if staff are directed. Should Council proceed with the request, so long as the policy is made effective April 1, 2020 the pending policy can provide support to property owners within the 2020/21 fiscal year and tax year.</p>
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**REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
RECOMMENDATION REPORT**

To: Members of Council

Submitted by: _____
Madelyn LeMay, Director, Planning and Development

Date: June 23, 2020

Subject: Resident Member Appointments to Hantsport Area Advisory
Committee and Windsor Area Advisory Committee

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act – Sections 24-27 (Standing, special and advisory committees; Vacancy on Boards, Commissions and Committees; Citizen Advisory Committees; and Community Committees).

RECOMMENDATION

...that Council approve the appointment of Elaine Warner, Rob Frederick and Glen Deering to the Hantsport Area Advisory Committee (HAAC) for the period July 1, 2020 to October 31, 2022.

AND

...that Council approve the appointment of Denise Forand and John Wilson to the Windsor Area Advisory Committee (WAAC) for the period July 1, 2020 to October 31, 2022.

BACKGROUND

At the February 10, 2020 Coordinating Committee meeting the Hantsport Area Advisory Committee and the Windsor Area Advisory Committee were approved commencing April 1, 2020.

ATTACHMENT 1

Taken from Meeting and Committee Procedural Policy May 14, 2020

APPENDIX I

Windsor and Hantsport Area Advisory Committees

1. PURPOSE

- 1.1. To establish area advisory committees for the communities of Windsor and Hantsport in accordance with Sections 201 and 202 of the *Municipal Government Act*.
- 1.2. The Windsor Area Advisory Committee and Hantsport Area Advisory Committee will advise the Planning Advisory Committee of the Municipality on planning matters affecting its respective community including the preparation and amendment of planning documents and planning matters generally.

2. DEFINITIONS

- 2.1. In Appendix I,
 - a) "HAAC" means Hantsport Area Advisory Committee;
 - b) "Municipality" means the Region of Windsor and West Hants Municipality (or name of the Regional Municipality given as per Section 11 of the Region of Windsor and West Hants Municipality Act), effective April 1, 2020;
 - c) "WAAC" means Windsor Area Advisory Committee.

3. COMMITTEE COMPOSITION

- 3.1. WAAC and HAAC will each consist of a maximum of eight (8) members and a minimum of four (4) members of which one (1) is a Council member (representing the relevant community), and seven (7) are resident members who are not members of Council.
- 3.2. Resident members will be appointed to the Committee for a term of two (2) years, with the term expiring following the October meeting of the second year, and the Council member will be appointed for a term of four (4) years, with the term expiring following the October meeting.

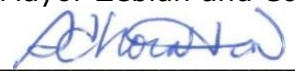
4. ADMINISTRATION

- 4.1. A Chair and Vice-Chair will be elected annually during the November Committee meeting.
- 4.2. All non-Council members of the Committee will be provided remuneration in accordance with the Council Remuneration Policy.

- 4.3. The duties and procedures of the Area Advisory Committees will be as set out in the relevant Terms of Reference for the Advisory Committee as approved by motion of the Committee and reviewed by the Chief Administrative Officer.



**REGION OF WINDSOR AND WEST HANTS MUNICIPALITY
RECOMMENDATION REPORT**

To: Mayor Zebian and Council Members
Submitted by: 
Shelleena Thornton, Administrative Supervisor
Date: June 23, 2020
Subject: Municipal and School Board Elections Voting By-Law RE-001

LEGISLATIVE AUTHORITY

Municipal Elections Act, 1989 R.S.N.S. c. 300, as amended, Section 146A - Vote by mail or other voting method.

RECOMMENDATION

...that Council gives First Reading to the Municipal and School Board Elections Voting By-Law RE-001 and holds a Public Hearing to consider its approval substantively the same as that presented to Council on June 23, 2020.

BACKGROUND

Nova Scotia municipalities are permitted to vote in Municipal and School Board elections by alternative means as per the Municipal Elections Act but require a by-law to do so. The former Town of Windsor has used alternative voting since 2008; the former Municipality of the District of West Hants has not.

DISCUSSION

When defining 'alternative means', this includes by internet, by telephone, and/or by mail. The Municipal Elections Act indicates that when wanting to provide these as options, it must be done by by-law; and if one of these options is chosen, there must be a second means in which to vote as well. For example, if voting by internet, a second option must be available for eligible electors to cast their ballot (i.e. by telephone or traditional paper ballot, etc).

Alternative voting is provided by an independent third-party provider and Agreements must be entered into for the provided service as well as certainty of confidentiality, destruction of ballots, and that the Voters List is turned over to both the Municipality and the Province (to name a few).

Considering recent events, COVID-19 (Coronavirus) Pandemic, the use of technology proves to be a valuable tool and asset in which business must carry on. Further, on May 13, 2020, Minister of Department of Municipal Affairs and Housing, Chuck Porter, announced that Nova Scotia's regularly scheduled Municipal Elections and Conseil scolaire acadien provincial (CSAP School Board) election will continue as intended in October. This has Nova Scotia Municipalities re-visiting the many options available, especially when considering Public Health Orders and recommendations such as social-distancing, sanitizing, self-quarantine, and the potential of a second wave.

The proposed By-law does not restrict and bind the Municipality to adopt one voting method over another but rather provides options and possibilities for future elections. For each upcoming election, the voting method, as well as other legislated requirements, would still come before Council for approval.

NEXT STEPS

Advertise for Public Hearing and Second Reading of the proposed By-law.

FINANCIAL IMPLICATIONS

Election costs are identified and presented in the annual operating budget for a regular election or in a special report to Council for a special election.

ALTERNATIVES

- Not approve the proposed By-law, in which case voting can only be held via paper ballot throughout the regional municipality. (This is not staff's recommendation).

ATTACHMENTS

- Proposed Municipal and School Board Elections Voting By-law RE-001.

Report Prepared by:



Shelleena Thornton, Administrative Supervisor

Report Reviewed by:



Rhonda Brown, Municipal Clerk

Report Approved by:



Mark Phillips, CAO

Part 1 – TITLE

BE IT ENACTED by the Council of the **Region of Windsor and West Hants Municipality (also known as West Hants Regional Municipality)**, under the authority of Section 146A of the *Municipal Elections Act*, 1989 R.S.N.S. c. 300, as amended, as follows:

Short Title

1. This By-law shall be known and cited as the "Municipal and School Board Elections Voting By-law".

Part 2 – DEFINITIONS

2. In this By-law:
 - (a) "Act" means the *Municipal Elections Act*, 1989 R.S.N.S. c. 300, as amended;
 - (b) "advance poll" means the Tuesday immediately preceding ordinary polling day; and either
 - (i) one other day fixed by the Council by resolution that is either Thursday, the ninth day before ordinary polling day, or Saturday the seventh day before ordinary polling day; or
 - (ii) if Council has delegated its authority to fix a day to the Returning Officer, one other day fixed by the Returning Officer that is either Thursday, the ninth day before ordinary polling day, or Saturday the seventh day before ordinary polling day;
 - (c) "alternative polling days" means any hours and dates fixed by a resolution of Council for alternative voting;
 - (d) "alternative voting" means voting by telephone or via the internet and may include a combination of telephone and internet voting;
 - (e) "ballot box" means a computer database in the system where cast internet ballots and telephone ballots are put, or a physical box where paper ballots are put;
 - (f) "candidate" means a person who has been nominated as a candidate pursuant to the *Act*;
 - (g) "Council" means the Council of the Municipality;
 - (h) "Deputy Returning Officer" means a person appointed under the *Act* to preside over a polling station;
 - (i) "*Education (CSAP) Act*" means the *Education (CSAP) Act*, 1995-1996 S.N.S. c. 1, as amended;
 - (j) "election" means an election held pursuant to the *Act*, including a school board election, a special election and a plebiscite;

MUNICIPAL AND SCHOOL BOARD ELECTIONS VOTING BY-LAW

- (k) "Election Officer" means an election official under the Act;
- (l) "elector" means a person:
 - (i) qualified to vote pursuant to the *Act* and the *Education (CSAP) Act*; and
 - (ii) entitled to vote for an election pursuant to Section 7 of this By-law;
- (m) "friend voter" means a friend who votes for an elector pursuant to Section 9 of this By-law;
- (n) "internet ballot" means an image of a ballot on a computer screen including all the choices available to an elector and the spaces in which an elector marks a vote;
- (o) "Municipality" means the Region of Windsor and West Hants Municipality (also known as West Hants Regional Municipality);
- (p) "normal business hours" means the time between 8:30 am and 4:30 pm Monday through to and including Friday, excluding statutory holidays;
- (q) "ordinary polling day" means the third Saturday in October in a regular election year and in the case of any other election means the Saturday fixed for the election;
- (r) "paper ballot" is text on paper including all the choices available to an elector and the spaces in which an elector marks a vote;
- (s) "PIN" means the Personal Identification Number issued to:
 - (i) an elector for alternative voting on alternative polling days; or
 - (ii) to a System Elections Officer;
- (t) "plebiscite" means a plebiscite directed to be held by the Council pursuant to Section 53 of the *Municipal Government Act*;
- (u) "proxy voter" means an elector who votes by a proxy pursuant to the *Act*;
- (v) "regular election year" means 2020 and every fourth year thereafter;
- (w) "Returning Officer" means a Returning Officer appointed pursuant to the *Act*;
- (x) "seal" means to secure the ballot box and prevent internet, telephone or paper ballots from being cast;
- (y) "special election" means a special election held pursuant to the *Act*, including a special election for a vacancy on a school board;
- (z) "spoiled ballot" referring to alternative voting means an internet ballot or telephone ballot that is accepted by the elector that:
 - (i) is not marked for any candidate in a race; or
 - (ii) is marked by an elector indicating a refusal to cast a vote for any candidate in a race;
- (aa) "system" means the technology, including software, that:

- (i) records and counts votes; and
 - (ii) processes and stores the results of alternative voting during alternative polling days;
- (bb) "System Elections Officer" means:
- (i) a person who maintains, monitors, or audits the system, and
 - (ii) a person who has access to the system beyond the access necessary to vote by alternative voting, and
 - (iii) a person who, pursuant to section 146A(3)(cd) of the *Act*, is appointed as auditor to audit and monitor the performance of the system of voting.
- (cc) "telephone ballot" means:
- (i) an audio set of instructions which describes the voting choices available to an elector; and
 - (ii) the marking of a selection by an elector by depressing the number on a touch tone keypad.

Part 3 – VOTING PERMITTED

3. (1) Subject to this By-law, Council may conduct elections by paper ballot, alternative voting or combination thereof.
- (2) Alternative voting shall be permitted on alternative polling days, and conducted in accordance with this By-law.
- (3) Paper ballot voting will be conducted in accordance with the *Act*.

Part 4 – NOTIFICATION OF ELECTORS

4. (1) The Returning Officer shall cause notice of alternative polling days to be published in a newspaper circulating in the Municipality, and if not available, in a newspaper in which can be readily available to the Municipality as well as on the Municipality's website and/or social media pages.
- (2) The notice of alternative polling days shall:
- (a) identify the alternative polling days for alternative voting; and
 - (b) inform the elector that telephone voting and/or internet voting is permitted during alternative polling days.
- (3) The notice may include any other information the Returning Officer deems necessary.

Part 5 – FORM OF TELEPHONE AND INTERNET BALLOTS

5. (1) A telephone ballot and internet ballot shall:
 - (a) identify by the title “Election for Mayor” or “Election for Councillor” or “Election for School Board Member”, as the case may be;
 - (b) identify the names, or names by which they are commonly known, of the candidates with given names followed by surnames, arranged alphabetically in order of their surnames and, where necessary, their given names; and
 - (c) warn the elector to “vote for one candidate only” or “vote for not more than (the number of candidates to be elected) candidates”, as the case may be.
- (2) No title, honour, decoration or degree shall be included with a candidate(s) name on an internet ballot or telephone ballot.

Part 6 – OATH

6. (1) Any oath that is authorized or required shall be made in the form required by the *Act*.

Part 7 – ELECTORS

7. (1) No person shall vote by alternative or paper voting unless:
 - (a) the person’s name appears on the revised list of electors pursuant to section 50A of the *Act*; or
 - (b) the person’s name does not appear on the revised list of electors and:
 - (i) the person appears before the Returning Officer or the Deputy Returning Officer during normal business hours during alternative polling days; and
 - (ii) the person swears an oath in the prescribed form by the *Act*.

Part 8 – PROXY VOTING

8. (1) A proxy voter shall not vote for an elector by alternative voting.

Part 9 – FRIEND VOTING

9. (1) A friend voter shall only vote for an elector by alternative or paper voting if:
 - (a) an elector is unable to vote because:
 - (i) the elector is blind;

MUNICIPAL AND SCHOOL BOARD ELECTIONS VOTING BY-LAW

- (ii) the elector cannot read; or
 - (iii) the elector has a physical disability that prevents him or her from voting by alternative voting.
- (b) the elector and the friend appear, in person, before the Returning Officer or the Deputy Returning Officer and take the oaths prescribed by the *Act*.
- (2) A candidate shall not act as a friend voter unless the elector is a child, grandchild, brother, sister, parent, grandparent, or spouse of the candidate.
- (3) The elector shall take an oath in the prescribed form providing that he or she is incapable of voting without assistance.
- (4) The friend of the elector shall take an oath in the prescribed form that:
 - (a) the friend has not previously acted as a friend for any other elector in the election other than an elector who is a child, grandchild, brother, sister, parent, grandparent, or spouse of the friend of the elector;
 - (b) the friend will mark the ballot as requested by the elector; and
 - (c) the friend will keep secret the choice of the elector.
- (5) The Returning Officer shall enter in the poll book:
 - (a) the reason why the elector is unable to vote;
 - (b) the name of the friend; and
 - (c) the fact that the oaths were taken.

Part 10 – VOTING

- 10. (1) The system shall put internet ballots and telephone ballots cast by an elector in the ballot box.
- (2) The system shall put spoiled internet ballots and telephone ballots in the ballot box.

Part 11 – SEAL

- 11. (1) Where alternative voting closes before the close of the polls on ordinary polling day, the system shall seal the ballot box until after the close of the poll on ordinary polling day.
- (2) The system shall seal the ballot box even where fewer than ten persons from any polling district voted for a candidate during alternative polling days.

Part 12 – LIST OF PERSONS WHO VOTED

- 12. (1) Where alternative voting closes before the close of the polls on ordinary polling

day, the system shall:

- (a) generate a list of all electors who voted by alternative voting; and
 - (b) on the revised list of electors cause a line to be drawn through the name of all the electors who voted during alternative polling days.
- (2) A printed and electronic copy of the lists under subsection (1) shall be delivered to the Returning Officer within 24 hours of the close of alternative voting.
 - (3) Where alternative voting closes at the close of the polls on ordinary polling day, the system shall generate a list of all electors who voted by alternative voting.

Part 13 – COUNTING

13. (1) At the close of ordinary polling day, the system shall generate a count of the telephone ballots and internet ballots in the ballot box that were cast for each candidate during alternative polling days.
- (2) In counting the votes that were cast for each candidate during alternative polling days, the system shall count spoiled ballots.

Part 14 – TALLYING OF SPOILED BALLOTS

14. (1) At the close of ordinary polling day, the system shall tally the number of spoiled ballots that were cast during alternative polling days and the tally shall be delivered to the Returning Officer.

Part 15 – Recount by System

15. (1) In the event of a recount, the system shall regenerate the election count and a printed copy of the regenerated count shall be given to the Returning Officer.
- (2) If the initial count and the regenerated count match, the regenerated count shall be the final count of the votes cast by alternative voting.
- (3) If the regenerated count and the initial count do not match, the Returning Officer shall:
 - (a) direct one final count be regenerated by the system of the votes cast by alternative voting, and
 - (b) attend while the final count is being regenerated.
- (4) The regenerated final count pursuant to subsection (3) shall be the final count of the votes cast by alternative voting.

Part 16 – RECOUNT BY COURT

16. (1) For a recount, the judge shall only consider the final count by the system, as determined by section 15(2) or 15(4), of the total number of votes that were cast by alternative voting for each candidate.
- (2) The final count by the system, as determined by section 15, of the total number of votes that were cast by alternative voting for each candidate shall be added to the judge's count of the number of votes for each candidate cast by paper voting.

Part 17 – SECRECY

17. (1) An Election Officer and System Election Officer shall maintain and aid in maintaining the secrecy of the voting.
- (2) Every person in attendance at a polling station, or at the counting of the votes, shall maintain and aid in maintaining the secrecy of the voting.

Part 18 – OTHER METHODS OF VOTING

18. (1) If voting via the Internet through the unsupervised use of a personal computing device is permitted during an election, voting shall be permitted by some other means on each advance polling day and on ordinary polling day; which may include telephone ballot and/or paper ballot.

Part 19 – APPOINTMENT OF AUDITOR

19. (1) The Returning Officer may appoint a System Elections Officer for the purpose of auditing and monitoring the performance of the system of voting.
- (2) A System Elections Officer so appointed shall carry out the duties of auditor as outlined in the procedures and forms for the conduct of voting pursuant to Section 146A(4) of the *Act*.
- (3) Before carrying out the duties described in subsection (2), the System Elections Officer shall swear an oath in the form prescribed by the regulations.

Part 20 – SEVERABILITY

20. (1) If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-law and it is hereby declared that the remainder of the By-law shall be valid and shall remain in force.

Part 21 – Prohibitions

21. (1) No person shall:
- (a) use another person's PIN to vote or access the system unless the person is a friend voter;
 - (b) take, seize, or deprive an elector of his or her PIN; or
 - (c) sell, gift, transfer, assign or purchase a PIN.
- (2). No person shall:
- (a) interfere or attempt to interfere with an elector who is casting an internet ballot, telephone ballot or paper ballot;
 - (b) interfere or attempt to interfere with alternative voting; or
 - (c) attempt to ascertain the name of the candidate for whom an elector is about to vote or has voted.
- (3) No person shall, at any time, communicate or attempt to communicate any information relating to the candidate for whom an elector has voted.

Part 22 – Offences and Penalty

22. (1) A person who:
- (a) violates any provision of this By-law; or
 - (b) permits anything to be done in violation of any provision of this By-law; is guilty of an offence.
- (2) A person who contravenes subsection (1) is guilty of an offence and is liable, on summary conviction, to a penalty of not less than five thousand dollars (\$5,000.00) and not more than ten thousand dollars (\$10,000.00) and in default of payment, to imprisonment for a term of two (2) years less a day, or both.
- (3) In determining a penalty under subsection (2), a judge shall take into account:
- (a) the number of votes attempted to be interfered with;
 - (b) the number of votes interfered with; and
 - (c) any potential interference with the outcome of an election.
- (4) Pursuant to section 146A of the *Act*:
- (a) the limitation period for the prosecution of an offence under this By-law is two years from the later of the date of the commission of the offence and the date on which it was discovered that an offence had been committed; and
 - (b) The *Remission of Penalties Act*, 1989 SNS c. 397, as amended, does not apply to a pecuniary penalty imposed by this By-law.

MUNICIPAL AND SCHOOL BOARD ELECTIONS VOTING BY-LAW

I, (Municipal Clerk Name), Municipal Clerk of the Region of Windsor and West Hants Municipality, the Province of Nova Scotia, do hereby certify that this is a true copy of the Policy as adopted by the Council of the Region of the Windsor and West Hants Municipality at a meeting duly called and held on the ____ day of _____(month), _____(year).

(Signature of Municipal Clerk)
 (Typed name of Municipal Clerk)

Adoption	
<i>Notice to Council:</i>	<i>Date</i>
<i>Approval:</i>	<i>Date</i>
<i>Description:</i>	



**WEST HANTS REGIONAL MUNICIPALITY
RECOMMENDATION REPORT**

To: Mavor Zebian and Council Members
Submitted by: *Rhonda Brown*
Rhonda Brown, Municipal Clerk
Date: June 23, 2020
Subject: Conseil scolaire acadien provincial (CSAP) October 2020 Election

LEGISLATIVE AUTHORITY

Municipal Election Act

Education (CSAP) Act, section 48

RECOMMENDATION

- 1. ...that Rhonda Brown be appointed as the Returning Officer for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality.**
- 2. ...that Shelleena Thornton be appointed as the Assistant Returning Officer for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality.**
- 3. ...that the Returning Officer be appointed to act as the Registrar of Voters for the for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality.**
- 4. ...that the permanent register of electors established and maintained by Elections Nova Scotia be used as the preliminary list of electors for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality.**
- 5. ...that additional notification of the preliminary list of elector preparation be given to electors by posting notices in public locations in the Municipality and posting information on the Municipal website and social media sites.**

- 6. ...that the amended list of electors be completed by August 21, 2020.**
- 7. ...that additional notice of poll be given by mailing voter information cards and/or flyers to each elector, posting on the Municipal website and posting on municipal social media sites.**
- 8. ...that Council approve the use of Alternative Voting (telephone and internet) for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality, with paper ballots only at mobile polls on ordinary polling day.**
- 9. ...that Thursday October 8, 2020 be set as the other advance polling date for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality, in addition to the October 13, 2020 date prescribed under Section 114 of the *Municipal Elections Act*.**
- 10. ...that the Alternative Polling Days be from 12:00pm (Noon) on October 8, 2020 up to and including 7:00 pm October 17, 2020.**
- 11. ...that Council approve the Tariff of Fees and Expenses for the West Hants Regional Municipality Elections Pursuant to Section 139 of the *Municipal Elections Act* attached to the Conseil scolaire acadien provincial (CSAP) October 2020 Election Report dated June 23, 2020.**
- 12. ...that Council approve the use of Intelivote System Inc. as the Alternative Voting (telephone and internet) Provider for the portion of the October 2020 CSAP Election conducted in the West Hants Regional Municipality.**

BACKGROUND

The CSAP is the French-first-language school board in Nova Scotia whose jurisdiction is the entire Province and is comprised of 10 districts which elect a total of 18 members. The West Hants Regional Municipality (WHRM) is part of the Greenwood District which includes all municipal units from WHRM to Annapolis County. The *Education (CSAP) Act* places responsibility for CSAP elections on municipal returning officers in conjunction with regular elections. The Greenwood District of the CSAP has been acclaimed in at least the last four regular elections.

The *Region of Windsor and West Hants Municipality Act* provided for the first election of what is now WHRM in March 2020. The CSAP election was not done in March 2020 as it involved the coordination of seven other municipal units.

The World Health Organization declared COVID-19 a pandemic on March 11, 2020 and the Province issued a State of Emergency on March 22, 2020 which continues to be renewed. A Health Protection Order was issued March 25, 2020 mandates restrictions on residents and businesses in Nova Scotia to limit the spread of COVID-19. The restrictions in the Order are increased or decreased regularly depending on the spread of COVID-19 and the need to reduce new infections, this may include phased. As of June 15, 2020, there has been no restrictions on municipal and school board elections to be held in October 2020, but distancing and sanitization requirements must be maintained.

DISCUSSION

During the March 2020 WHRM election there had been a suggestion by the Province that another municipal unit would be asked to full fill the CSAP election on behalf of WHRM. The duties require advertising the CSAP election in the Municipality, establishing and staffing polling stations, training polling staff on the particulars of the CSAP election and report results of the election. In late May it was determined that WHRM would need to administer the CSAP election ourselves.

Although there has not been actual CSAP election in many years, the possibility of an election means that all requirement leading up to nomination day must be completed as if a full regular election was to be held. There are additional eligibility requirements for an elector be eligible to vote in CSAP election such as being a person whose language first learned and still understood is French. Due to the additional requirements it is anticipated only 200 electors in WHRM will be eligible to vote in the CSAP election.

Due to the threat of COVID-19 and a potential second wave of the virus coming in the fall, it may not be possible to conduct the CSAP election using traditional paper ballots while maintaining health requirements issued at the time. Staff are recommending that the CSAP election be conducted using alternative voting with paper ballot only for mobile polls.

Alternative voting is provided through telephone and the internet. While it is recognized that there are areas within WHRM that do not have adequate internet service, eligible residents can also vote using the telephone. In addition, a single centrally located polling station will be established over the alternative voting period with an internet voting kiosk. The polling station would be staffed to provide assistance and ensure health protection measures are applied. Advantages of alternative voting include:

- Minimizing the potential spread of COVID-19 or other viruses as most electors will be using their own devices;
- A shared device for internet voting would be easier to sanitize, this not possible with paper ballots;
- Eligible voters will not need a proxy voter if they are away during the polling days;
- Reduced costs due to reduced staff, hall rentals, and personal protective equipment needed.

Paper ballots for mobile polls only is being recommended as mobile polls are held in long term care facilities. Electors in these facilities are familiar with paper ballots and may have difficulties or concerns with other forms of voting. As well the number of qualified elector at long term care facilities will likely be very small so health risk incurred with paper ballots will be minimal.

The Municipal Election Act outlines the decisions needing to be determined by Council for any election. The recommendations provided in this report provide for the required decisions. In addition, Council must also approve By-law to enable alternative voting by telephone or internet, a recommendation on a proposed By-law has been provided separately from this report.

Should Council approve all the recommendations above, significant dates for the CSAP 2020 Election in WHRM would be as follows:

July 30, 2020 – Deadline to receive Preliminary List of Electors

August 6-20, 2020 – Revision Period for List of Electors

August 21, 2020 – Amended List of Electors Completed

September 8, 2020 – Nomination Day (nominations may be filed by appointment 7 days earlier, this is filed with a designated CSAP Returning Officer for the entire District)

October 8, 2020 – 1st Advance Poll

October 13, 2020 – 2nd Advance Poll

October 8-17, 2020 – Alternative Polling Days

October 17, 2020 – Ordinary Poll Day

October 20, 2020 – Official Count of Election

NEXT STEPS

Once all decisions to be determined by Council have been made, the Returning Officer and Assistant Returning Officer will proceed with the administration of the CSAP election in accordance with the Municipal Election Act. This will include obtaining the preliminary list of electors from Elections Nova Scotia for which a 4-year agreement has already been executed and coordinating the CSAP election with other Returning Officers within the Greenwood District.

FINANCIAL IMPLICATIONS

Section 48 (4) of the Education (CSAP) Act states that a municipality may recover the additional costs incurred for the inclusion of the election for a member of a school board with the regular municipal election or special election of a school board. As the entire CSAP election in WHRM will be the increment, the total cost of the election can be charged back to the CSAP. The CSAP has been advised of the potential of a significant incremental cost.

The total cost of the March 2020 WHRM election done by paper ballot was about \$61,000. However, the budget for the proposed method of the CSAP election only is about \$38,000 including Net HST, payroll requirements, and a contingency of 5%.

A quote from Intelivote Systems Inc. for the provision of telephone and internet voting was obtained as they were the successful proponent of the Halifax Regional Municipality RFP for such services and have provided a standing offer to all municipalities in Nova Scotia. Intelivote has successfully provided alternative voting in over 260 municipal and school board elections across Nova Scotia and Ontario. The quote provided for WHRM has been tailored for the CSAP election on a per elector basis of number of electors on the final list of electors.

Should the CSAP election be acclaimed, costs for the CSAP election will decrease.


ALTERNATIVES

1. Council could choose to appoint someone else as the Returning Officer, Assistant Returning Officer and/or Registrar of Voters.
2. Council could choose another method of providing the required additional notice of the preliminary list or notice of poll.
3. Council could choose to conduct the election using paper ballot only or other combination of paper and alternative voting method, this will significantly increase the proposed budget.
4. Council could choose Saturday October 10, 2020 as the other advance polling date or change the dates set for the alternative polling days.
5. Council could choose to amend the Tariff of Fees and Expenses made Pursuant to Section 139 of the Municipal Elections Act.

ATTACHMENTS

1. Tariff of Fees and Expenses for the West Hants Regional Municipality Elections Pursuant to Section 139 of the *Municipal Elections Act*
2. Budget for CSAP 2020 Election for WHRM

Report Prepared by: 
Rhonda Brown, Municipal Clerk

Report Reviewed by: 
Shelleena Thornton, Administrative Assistant

Report Approved by: 
Mark Phillips, Chief Administrative Officer

Tariff of Fees and Expenses for the West Hants Regional Municipality Elections
Pursuant to Section 139 of the *Municipal Elections Act*

RETURNING OFFICER

For all services and expenses in connection with an election or plebiscite, an allowance of

- | | |
|----------------------------------|-----------|
| a. Regular (5 or more districts) | \$5000.00 |
| b. Special (1-4 districts) | \$2500.00 |

ASSISTANT RETURNING OFFICER

For assisting the returning officer in connection with an election or plebiscite, and allowance of

- | | |
|----------------------------------|-----------|
| a. Regular (5 or more districts) | \$2500.00 |
| b. Special (1 -4 districts) | \$1250.00 |

RENTAL OF OFFICE SPACE

Where the Returning Officer does not have premises provided by the Municipality, the use by the returning officer of his/her residence as headquarters an allowance of

\$200.00

Rental of a meeting hall or polling station

\$125.00/day

For the services of clerical assistants, including services for the tabulation of election results, an allowance of

\$15.00/hour

For addressing envelopes for mailing of electors, an allowance of

\$15.00/hour

REGISTRAR OF VOTERS

For all services and expenses in connection with an election or plebiscite, an allowance of

\$1500.00

ENUMERATORS

For services and expenses required in the enumeration of electors, the sum of

Flat Fee of \$200.00
plus \$0.50 per name

REVISING OFFICERS

For all services performed in connection with the revision of names, an allowance of

- | | |
|---------------------|----------|
| a. Revising Officer | \$500.00 |
| b. Revision Clerk | \$200.00 |

POLL WORKERS

Salary in connection with an election or plebiscite for poll workers, an allowance of

- | | |
|-----------------------------|--------------|
| a. Deputy Returning Officer | \$200.00/day |
| b. Poll Clerk | \$160.00/day |

c. For standby services as a substitute \$40.00/day

SYSTEM ELECTION OFFICER

For all services related to an auditor to audit and monitor the performance of the system of alternative voting \$600.00

CONSTABLES

For all services at ordinary polls, at advance polls and at the revisal office an hourly wage of \$25.00/hour

TRAVEL ALLOWANCE

A Returning Officer, Assistant Returning Officer, Registrar of Voters, Revising Officer, Revision Clerk, Deputy Returning Officer, Poll Clerk, and Constables are authorized to be paid a travel allowance for mileage at the Provincial mileage rate and reasonable expenses for meals while attending to their duties. A claim for the travel allowance must be submitted using an approved expense claim form with receipts.

RECOUNTS OR CONTROVERTED ELECTIONS

For required attendance by the Returning Officer, Assistant Returning Officer, Deputy Returning Officer and Poll Clerk at a recount or a court application regarding a controverted election, an allowance of \$100.00/day

OTHER

Training Sessions \$45.00/session

All other fees and expenses in connection with an election or plebiscite will be at reasonable costs.

Except for travel allowance expenses, the returning officer and assistant returning officer shall not be paid additional fees while performing the duties of the registrar of voters, enumerators, revising officers, revision clerk, constables, deputy returning officer, and poll clerk.

DELEGATION OF AUTHORITY

The Chief Administrative Officer has the authority to revise and amend the Tariff of Fees and Expenses to be paid as is reasonable to conduct an election or plebiscite.

**West Hants Regional Municipality
Estimated Cost of Expenditures
CSAP 2020 Election Budget for WHRM**

		Budget	Notes
Revenue			
	Operational - From CSAP	Actual costs	
Expenditures			
	Returning Officer*	\$ 5,451.40	
	Assistant Returning Officer*	\$ 2,725.70	
	Deputy Returning Officers*	\$ 436.11	2 DRO for 1 day
	Poll Clerk*	\$ 348.89	2 poll clerks for 1 day
	Auditor*	\$ 654.17	1 Auditor
	Training*	\$ 245.31	5 election training
	Poll Worker Stand-by*	\$ 87.22	2 for 1 day
	Intellivote eVoting Solution**	\$ 22,752.00	Voting for 15255 +10% electors and instruction letter
	Stationary and Printing**	\$ 260.75	paper, pollbooks, seals, poll boxes for mobile poll
	Mailing	\$ -	included Intellivote costs
	Advertisements**	\$ 3,003.84	6 paper ads
	Travel Allowance	\$ 200.00	meals and mileage
	Subtotal	\$ 36,165.40	
	5% Contingency	\$ 1,808.27	
	Total	\$ 37,973.67	
			* All Labour includes EI, CPP, WCB
			** Includes Net HST