

Councillor MacDonald inquired if the priority list is intended to be sent to the Province. Mr. Meech stated as Council recently authorized an application under the special assistance program to the Province, there should be a priority list sent to the Department of Municipal Affairs as back-up information. He added there is still some lacking information, which will have to be developed. The property owners will want to know what their contribution will be expected before they agree to any project. He continued that application has been made for the 50 percent special assistance, but the balance of this cost will be left to Council, and a policy should be determined. He suggested a meeting with Provincial officials to determine what they might be willing to commit to the four combined projects over the next two or three years. He felt the Province would not be in the position to grant 50 percent of the costs for all these projects, with a commitment to the major project in Cole Harbour/Eastern Passage.

It was moved by Councillor MacDonald, seconded by Councillor McInroy:

"THAT the capital program outlining Priorities A-B-C-D be approved as presented and forwarded to the Department of Municipal Affairs for funding."

Councillor MacDonald noted that the projects listed under Priority A would be noted as the number one priority projects. Mr. Meech also noted that projects identified as Priority B may be given approval either before or at the same time as Priority A projects if sources of funding can be identified.

Councillor Reid stated he could not disagree with the motion, but he suggested it should commit the Municipality to 60 percent of the cost of capital projects, 40 percent by the property owners, and that any Provincial money specified for any particular project be split on a 50-50 basis between the Municipality and the property-owners. He also felt the source of funding for the Municipality's share should be specified. He suggested this funding should be initiated from 25 percent of Deed Transfer Tax revenues.

Councillor MacDonald objected to committing the County to a 60-40 cost-sharing formula when there may be another formula available.

Councillor Reid stated for the four Priority A projects, the Municipality must take the lead. The Province may be persuaded if the County will take the lead and commit themselves to a 60-40 cost-sharing formula. The Provincial politicians will then be persuaded by the commitment of the County and the County's residents, and 50 percent of any Provincial funding will apply to the property-owners contribution and 50 percent will apply to the Municipality's contribution.

There was some discussion about the cost-sharing formulas between the Municipality, the property-owners, and the Province. Mr. Meech suggested the Province be approached to support the four Priority A projects on a global basis. Councillor Reid objected to this, stating political pull may have some bearing on a particular project.

Councillor Snow felt political favouritism should be avoided. All Priority A capital projects have to be done, and the Province should be approached to support them all.

Councillor DeRoche stated the global theory is a good idea, but he did not feel it would be supported at the Provincial level. He stated the projects should be finally prioritized, and the municipal funding subsequently addressed.

Councillor Lichter suggested the four capital projects be submitted to the Province without numbering them, as no one is more important than the other. He felt the County should be committed to these projects in 1987 regardless of available funding from other sources. Then, if any Provincial funding is made available, earmarked or not, the residents would be protected by the commitment by the County.

It was clarified the motion is to approve the list of priorities to the Province as they have been presented to Council with the MacPherson-Lockview Road area project and the North Preston projects being given the same priority.

MOTION CARRIED

It was moved by Councillor Reid, seconded by Councillor Snow:

"THAT it be recommended to Council to adopt the following policy:

THAT the capital costs associated with new and expanded water and sewer systems be funded as follows:

60 percent of the capital cost by the Municipality

40 percent of the capital cost by the property owners;

AND FURTHER THAT any special assistance provided by the Province for a specific project be distributed 50 percent towards the Municipal contribution and 50 percent towards the property owners contribution;

AND FURTHER THAT 25 percent of the annual Deed Transfer Tax revenue be allocated as a contribution to the General Capital Grant Fund."

Councillor Reid also informed there was \$1.5 million received in 1986 in grants in lieu of taxes put into a special account to be utilized for capital projects. He stated this should be used for this purpose, as well as the 25 percent of Deed Transfer Tax revenue, as projected in the motion. Mr. Meech clarified that only \$600,000 of the \$1.5 million was put into the special account. The other \$900,000 remained in the operating account.

Councillor Deveaux inquired as to where the municipal share for these projects will come from. Mr. Wilson replied the municipal share will come from the capital grant money received from the Province along with 25 percent of the Deed Transfer Tax revenue. Councillor Deveaux commented that this money will not go very far towards a capital

project; he inquired how much 25 percent of Deed Transfer Tax revenue will generate. Mr. Wilson replied in 1986 this amounted to approximately \$800,000, and there will be this much less in the general fund, unless the tax rate is raised.

Councillor Deveaux felt the proposed procedure would give the Province the opportunity to opt out of cost-sharing altogether. He inquired about how the residents share will be recovered, and if it would cost more to the residents than it has in the past. Mr. Wilson informed the funds would probably be recovered as they have in the past, whereby the residents could pay it over 20 years at a fixed interest rate with annual installments. Mr. Meech stated the present policy for a new central sewer system is to separate the components, the treatment plant is extracted from the total cost, and the amortization of the net cost after any Provincial assistance is paid through the annual environmental services rate. The other portion, referred to as the lateral charge, is paid on a per foot frontage basis.

Mr. Wilson informed 1 cent on the general rate accumulates approximately \$280,000. Therefore, the cost of the proposed funding from Deed Transfer Tax will mean an increase of approximately 3 cents on the general rate. He stated the Deed Transfer Tax is a tax for which the people are not receiving a service. Using this money for capital investments for everybody in the County is probably a good use for this money. The Deed Transfer Tax revenue is presently put into the general fund.

Councillor Wiseman asked that Mr. Wilson review the re-allocation of existing funds for capital projects and the various options that are available. Mr. Wilson reviewed the report prepared by the Accounting Department on Sources of Capital Funding. He began with the present allocation and sources of capital funding. He noted in the past capital projects were funded 70 percent by the Municipality and 30 percent by the residents. With respect to other alternatives, Mr. Wilson suggested the residents should be paying more than the 30 percent or less, which they presently pay. He also suggested a portion of the Deed Transfer Tax be used for capital projects, or an annual lump sum set aside from the general rate to be used for capital projects. The report also suggested an addition to the water bill representing a pollution control charge. However, this would pose a problem because the City of Dartmouth runs the water utility for Cole bills, although they do not have sewer services. It was suggested that a capital charge be imposed on new buildings according to square footage and useage of lots. Although it is not the intent under the Municipal Act, profit-making activities were suggested. Mr. Wilson also reviewed the portion of the report dealing with the re-allocation of existing funds for capital financing. He concluded the only means of obtaining this money is from the taxpayers in one form or another.

Councillor Wiseman noted capital funding will impact the general rate in one form or another, and she felt the best effort should be made to proceed with the projects. She inquired about Mr. Wilson's recommendation for capital funding. Mr. Wilson replied that Councillor's Reid motion appears reasonable, although there may be a

political problem if the Province pays the majority of the property-owners' share. He felt there should be a minimum amount of property-owners should pay. He stated the Deed Transfer Tax is a regressive tax because there are no services provided for it to the individuals that pay it; therefore, using this fund for capital projects would be appropriate.

Councillor Merrigan expressed objection to the motion. He stated taking money from the general fund to a capital fund is not taking into consideration the effect on the general budget. If a 3 cent general rate for capital projects is required, charge the 3 cent rate and deal with it when the general budget is dealt with.

It was moved by Councillor Lichter, seconded by Councillor Wiseman:

"THAT the aforementioned resolution be amended to reflect that the minimum contribution from the property owners be established at 30 percent of the capital cost."

He clarified with this provision, any additional funding from the Province can be put to the general fund for other projects.

Councillor DeRoche clarified that the amendment will mean the residents will be required to pay a minimum of 30 percent of the total project cost regardless of available funding. He expressed no objection to using a portion of the Deed Transfer Tax revenue to supplement the capital fund, but he expressed concern with respect to projected percentages. He stated he would not support anything that would mean the general tax rate would have to be increased.

Councillor MacDonald felt the residents should not be restricted to pay a certain amount of the project costs. He felt the residents should be responsible for a certain percentage of the total cost of the project. He stated if there is enough undeveloped land in the areas requiring capital projects, the developers should be asked if there are serious about developing these lands and paying a per foot frontage charge for services.

Councillor Deveaux expressed difficulty with utilizing Deed Transfer Tax revenues without first looking at the general budget. He suggested the Deed Transfer Tax be raised to cover this. Mr. Wilson expressed objection to raising this because it penalizes a person moving into the County or buying and selling property in the County from the beginning. Councillor Deveaux indicated he would vote against the motion, and

It was moved by Councillor Deveaux, seconded by Councillor Merrigan:

"THAT the matter of sources of capital funding be deferred until the general budget has been considered."

MOTION DEFEATED

AMENDMENT CARRIED

It was clarified that the final resolution read as follows:

"THAT it be recommended to Council to adopt the following policy:

"THAT the capital costs associated with new and expanded water and sewer systems be funded as follows:

60 percent of the capital cost by the Municipality

40 percent of the capital cost by the property owners;

AND FURTHER THAT any special assistance provided by the Province for a specific project be distributed 50 percent towards the Municipal contribution and 50 percent towards the property owners contribution; however, the minimum contribution from the property owners be established at 30 percent of the capital cost;

AND FURTHER THAT 25 percent of the annual Deed Transfer Tax revenue be allocated as a contribution to the General Capital Grant Fund."

MOTION CARRIED AS AMENDED

With respect to the general budget, Mr. Wilson informed the amount budgeted for education was the amount determined by the Joint Ad Hoc Committee report, rather than the amount requested in the School Board budget. He stated they requested approximately \$900,000 more than is shown in the prepared budget.

Mr. Wilson also noted the Deed Transfer Tax revenue was set at \$2.8 million, although the 1986 revenue was at \$3.3 million. He noted the budget does not take into account recommendations made at this meeting.

Councillor Lichter suggested the Warden and Mr. Meech consider the possibility of not having an all day meeting. He noted there are many Councillors that find it difficult to make time for an all day meeting, and it is difficult to keep a quorum at these meetings. Mr. Meech stated it could be determined after the Wednesday evening session when Members of Council would like to meet again and the length of that meeting.

There being no further business, this meeting of the Committee of the Whole adjourned at 3 p.m.

PUBLIC HEARINGS

MARCH 23, 1987

PRESENT WERE: Warden MacKenzie  
Councillor Rawding  
Councillor Fralick  
Councillor C. Baker  
Councillor Deveaux  
Councillor DeRoche  
Councillor Adams  
Councillor Randall  
Councillor Bayers  
Councillor Reid  
Councillor Lichter  
Councillor Snow  
Councillor Merrigan  
Councillor MacKay  
Councillor McInroy  
Councillor Eisenhauer  
Councillor MacDonald

ALSO PRESENT: Mr. G.J. Kelly, Municipal Clerk  
Mr. F. Ford, Acting Municipal Solicitor  
Mr. Brant Wishart, Planner

SECRETARY: Glenda Higgins

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Warden MacKenzie called the Public Hearings to order at 7 p.m. with the Lord's Prayer.

Mr. Kelly called the Roll.

APPOINTMENT OF RECORDING SECRETARY

It was moved by Councillor Snow, seconded by Councillor Fralick:

"THAT Glenda Higgins be appointed Recording Secretary."  
MOTION CARRIED

APPLICATION NO. DA-TLB-13-86-02 - PROPOSED DEVELOPMENT AGREEMENT  
BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND K. CARLSEN MFG.  
LTD. TO PERMIT THE EXPANSION OF AN EXISTING WOODWORKING AND CUSTOM  
FURNITURE MANUFACTURING SHOP LOCATED AT 3156 ST. MARGARET'S BAY ROAD

Mr. Wishart reviewed the staff report respecting this application, and he identified the location of the property in question on a map on the overhead projection. Mr. Wishart informed the application is in conformity with the planning strategy's intent to permit the expansion of existing operations where such an expansion would not prove

hazardous or detrimental to adjacent uses. He also noted the lot is located in a sparsely developed area consisting of low density residential uses and scattered commercial and service industrial operations. The existing building is located on the rear portion of the lot. A treed area along the driveway and between the building and St. Margaret's Bay Road provides a visual buffer from the highway and adjacent residential uses. Close proximity to a Highway 103 access point provides excellent accessibility to the metropolitan centre.

Mr. Wishart advised the Planning Advisory Committee and Planning and Development staff recommend approval of the proposed Development Agreement.

#### Questions from Council

Councillor Fralick noted this application is identified as Sheldrake Lake Subdivision, and in fact, this property is not part of the subdivision. Mr. Wishart informed the description was given by the property owner, and it was from an old deed before the existing Sheldrake Lake was developed, and there may be some confusion in this respect.

#### Speakers in Favour of this Development Agreement

None

#### Speakers in Opposition to this Development Agreement

None

It was moved by Councillor Fralick, seconded by Councillor Rawding:

"THAT the Development Agreement between the Municipality of the County of Halifax and K. Carlsen Mfg. Limited to permit expansion of an existing woodworking and custom furniture manufacturing shop on Parcel "B" Sheldrake Lake Subdivision, located at 3156 St. Margaret's Bay Road at Timberlea be approved by Municipal Council."

MOTION CARRIED UNANIMOUSLY

#### DA-SA-15-86-20 - PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND DONALD BONNER TO PERMIT THE EXPANSION OF AN EXISTING SPRINKLER BUSINESS AT 421 COBEQUID ROAD

Mr. Wishart identified the application and the location of the property in question. He advised the proposed agreement is to allow the expansion of an existing sprinkler business by constructing a storage building on Lot F-1. He noted that the existing use is zoned R-6 (Rural Residential) and as such is a non-conforming use, since it was in existence prior to the plan's adoption in 1982.

Mr. Wishart continued, recommending approval of this development agreement. He reviewed the staff report, informing the proposed

development will minimize the amount of outdoor storage aesthetically enhancing the property. Also, the surrounding land use is somewhat in conformity with this development with several other heavy commercial uses relatively close to the proposed expansion. The agreement also recognizes some residential uses in the area, calling for fencing and restrictions on outdoor storage to help screen the expansion from neighbouring residential dwellings.

Mr. Wishart noted there is a mistake in Clause 9 of the agreement as circulated. He informed Clause 9 of this agreement should read:

"9. That upon the signing of this Agreement by the parties, the Municipality may at the request of the Owner, amend any or all of the stated conditions by a majority vote of Municipal Council."

He stated since the majority of Council can enter into the agreement, the majority of the whole of Council should not be required to amend the agreement.

#### Questions from Council

Councillor DeRoche clarified that outdoor storage is permitted, but it will have to be along Boundary D. Mr. Wishart agreed, stating any outdoor storage will have to be 15 feet back from the various sideyards. He identified locations of possible outdoor storage on the property in question on the overhead projector.

Councillor DeRoche referred to Clause 5 of the agreement and inquired about how far 15 feet would be from the fence according to the scale used on the overhead projector. Mr. Wishart identified this on the overhead projector.

Councillor DeRoche clarified that no storage will be permitted in such a way to block access to or from the right-of-way.

#### Speakers in Favour of this Agreement

None

#### Speakers in Opposition to this Agreement

None

It was moved by Councillor MacDonald, seconded by Councillor MacKay:

"THAT the proposed development agreement between the Municipality of the County of Halifax and Donald Bonner, to permit the expansion of an existing sprinkler business on Lots E-1 And F-1 as shown on a plan of subdivision of a portion of the land of Frederick Purcell, located, at 421 Cobequid Road at Lower Sackville, be approved with the agreed upon amendments to Clause 9."

MOTION CARRIED UNANIMOUSLY



ADJOURNMENT

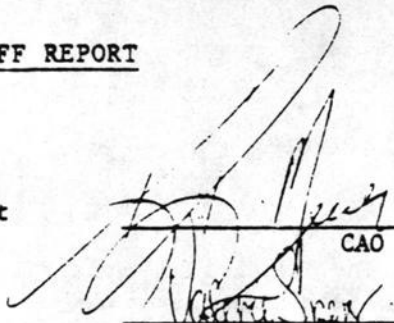
It was moved by Councillor DeRoche, seconded by Councillor Deveaux:

"THAT this public hearing adjourn."

MOTION CARRIED

STAFF REPORT

TO Planning Advisory Committee  
 FROM. Dept. of Planning & Development  
 DATE: 1987 02 09  
 APPLICATION NO. DA-TLB-13-86-02

  
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 CAO  
 \_\_\_\_\_  
 DIRECTOR, PLANNING & DEVELOPMENT

RECOMMENDATION

THAT THE DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND K. CARLSEN MFG. LIMITED TO PERMIT EXPANSION OF AN EXISTING WOODWORKING AND CUSTOM FURNITURE MANUFACTURING SHOP ON PARCEL "B" SHELDRAKE LAKE SUBDIVISION, LOCATED AT 3156 ST. MARGARET'S BAY ROAD AT TIMBERLEA BE APPROVED BY MUNICIPAL COUNCIL.

Information

Attached is a proposed development agreement between the Municipality of the County of Halifax and Mr. K. Carlsen for the expansion of an existing building, located on the rear portion of the lands identified in Map 3 (p.4). The applicant operates a woodworking and custom furniture manufacturing shop from the existing building. The purpose of the agreement is to permit expansion of the existing 2,400 square foot building by 1,920 square feet in order to provide a required increase in space with the possibility of an associated increase in the work force.

Description

MPS: Timberlea/Lakeside/Beechville.  
 Lot Area: 81,570 square feet.  
 Dimensions: As illustrated by Figure 1 (p.5.)  
 Features:

- Rectangular shaped lot abutting St. Margaret's Bay Road in the front and Highway 103 in the rear.
- Existing workshop and shed located approximately 250 feet from the front lot line.
- Existing wooded area provides a visual buffer from St. Margaret's Bay Road and adjacent dwellings
- The rear portion of the lot is adjacent to an abandoned excavated area to the south, and there is a small marshy area beyond the proposed extension.

Surrounding Land

Uses & Zoning: - As illustrated by Map 3 (p.4).

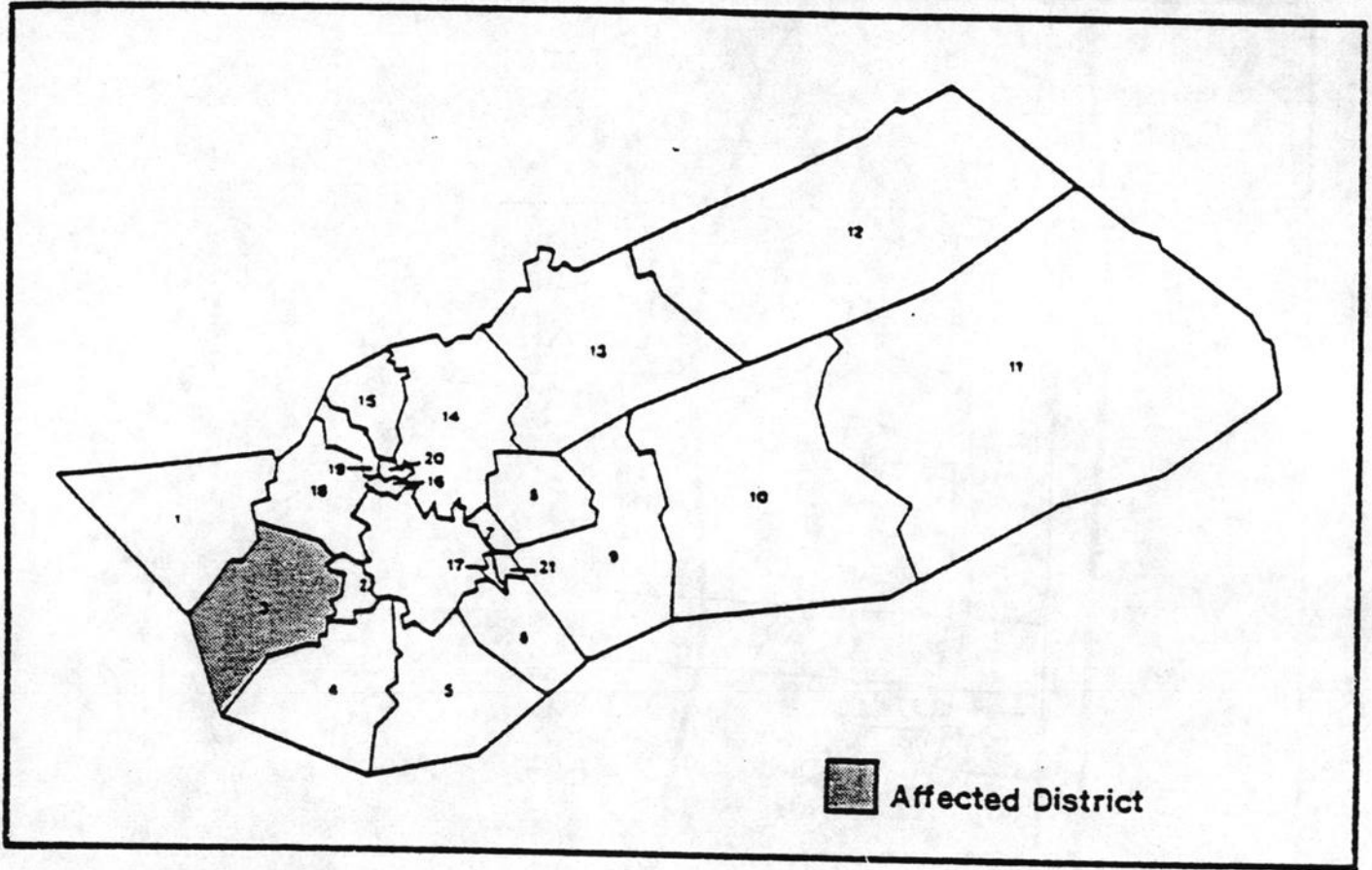
ANALYSIS

The municipal planning strategy for Timberlea/Lakeside/Beechville acknowledges that a number of existing commercial and industrial uses which are located in residential areas have been accepted by residents as part of the community. The land use by-law permits Council to consider an expansion to such operations provided that a development agreement address potential compatibility problems which might be associated with any expansion proposal.

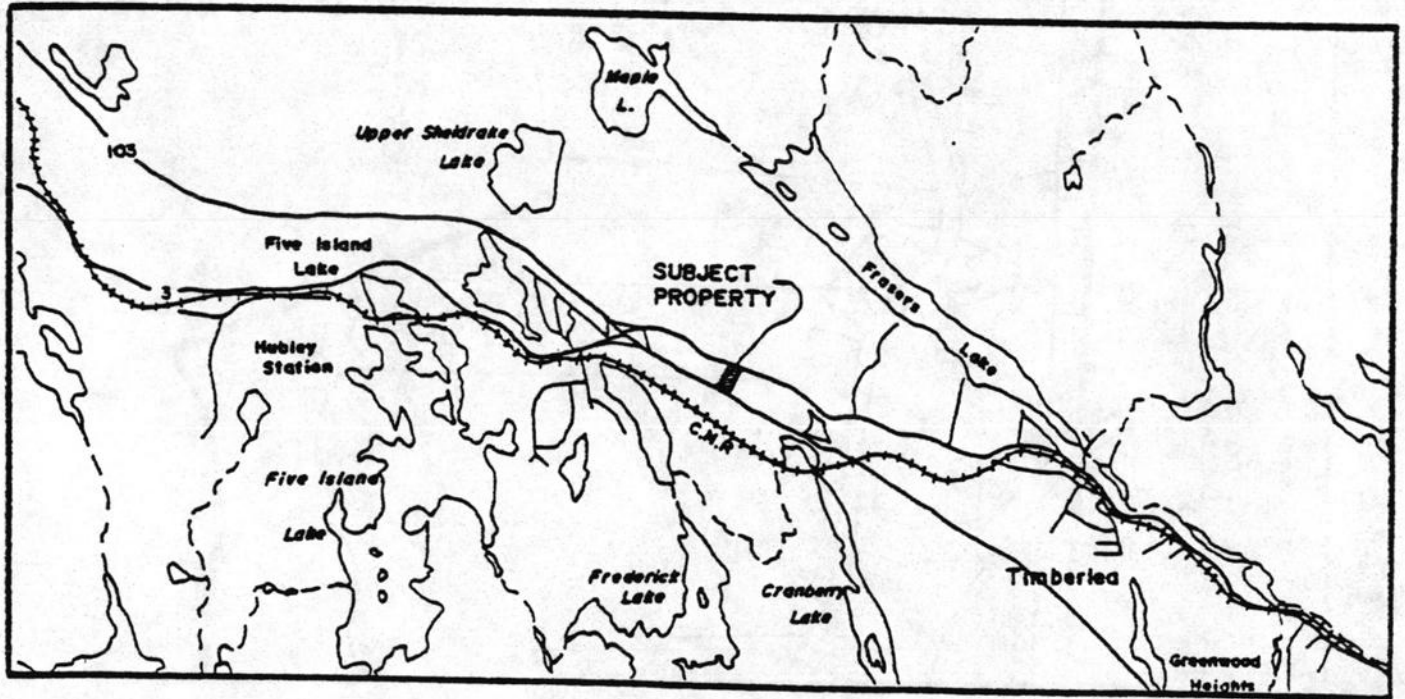
The application is in conformity with the planning strategy's intent to permit the expansion of existing operations where such an expansion would not prove hazardous or detrimental to adjacent uses. The lot is located in a sparsely developed area consisting of low density residential uses and scattered commercial and service industrial operations. The existing building is located on the rear portion of the lot. A treed area along the driveway and between the building and St. Margaret's Bay Road provides a visual buffer from the highway and adjacent residential uses. Close proximity to a Highway 103 access point provides excellent accessibility to the metropolitan centre.

The proposed development can be undertaken without adversely affecting abutting land uses. Provisions contained in the proposed development agreement address a number of site design details, including the size and location of the expansion, outdoor storage, parking areas, signage and buffering.

MAP 1



MAP 2



SURROUNDING LAND USES AND ZONING

MAP 3

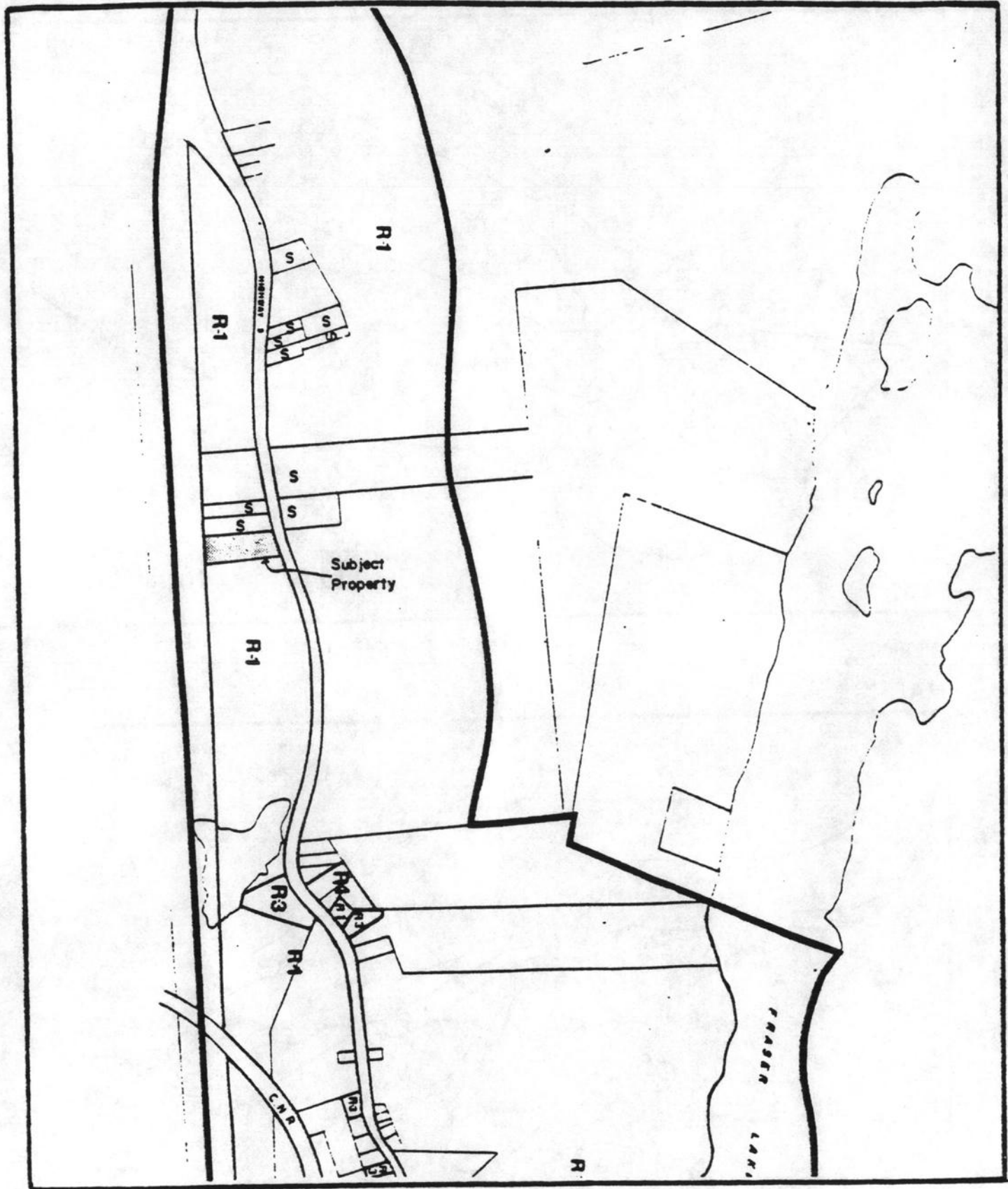
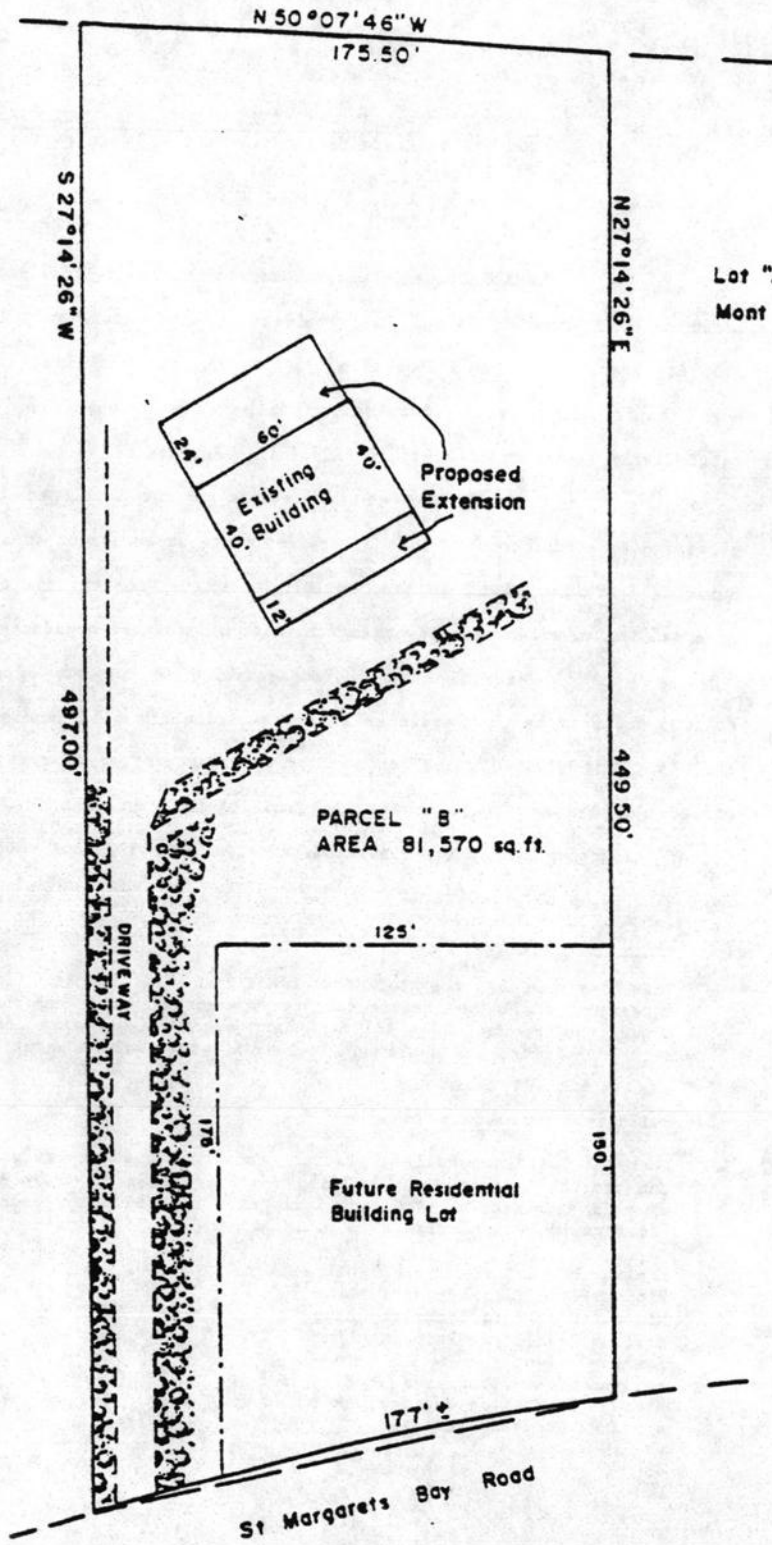


FIGURE "1"

SITE PLAN

Piercey Investors  
Limited

Lot "A"  
Mont Subdivision



THIS AGREEMENT MADE THIS DAY OF A.D., 1987

BETWEEN:

K. CARLSEN MFG. LIMITED, of Timberlea, in the County of Halifax, Province of Nova Scotia; (hereinafter called the "Developer")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate; (hereinafter called the "Municipality").

OF THE SECOND PART

WHEREAS the Developer has good title to lands and premises known as "Plan Showing Parcel 'B', Sheldrake Lake Subdivision", located at 3156 Bay Road, at or about Timberlea, in the County of Halifax, Province of Nova Scotia, said lands (hereinafter called the "Property") being more particularly described in Schedule "A" of this Agreement;

AND WHEREAS at the request of the Developer that he be permitted to erect, construct or otherwise locate an extension to an existing building (hereinafter called the "Building") on the Property for the purpose of expanding an existing woodworking and custom furniture manufacturing shop.

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged), the request for the construction of the Building is agreed upon by the Developer and the Municipality, pursuant to Section 3.6 (c) of the Zoning By-law for Timberlea/Lakeside/Beechville and subject to the following terms and conditions.

1. Use of Property

That the use of the Building identified in Appendix "A" of this Agreement shall be restricted to woodworking and custom furniture manufacturing, including all machinery and tools normally incidental to such activities, but shall not include a retail sales operation.

2. Building Requirements

That the Building shall be erected, constructed or otherwise located on the property within the "building zone" as illustrated by Appendix "A" of this Agreement and in accordance with the following requirements as illustrated by Appendix "A" of this Agreement.

Minimum Front Yard (Property Line "A")	240 feet
Minimum Side Yard (Property Line "B")	52 feet
Minimum Side Yard (Property Line "D")	23 feet
Minimum Rear Yard (Property Line "C")	89 feet
Maximum Height	20 feet
Maximum Gross Floor Area of Extension	2,200 sq. ft.
Minimum Separation Between the Building and Accessory Building	4 feet

3. Use to be Contained Within Building

That all activities relating to the use permitted under Section 1 of this agreement shall be wholly contained within the Building.

4. Accessory Building

That relocation of the existing accessory building shall be permitted provided that it be confined to an area on the Property defined by the minimum yard requirements of Section 2 of this Agreement and provided that there is a minimum separation distance between the Building and Accessory Building of four (4) feet.

5. No Outdoor Storage Permitted

That no outdoor storage of any materials relating to the woodworking and furniture manufacturing operation shall be permitted on the Property.

6. Parking Requirements

That the Developer shall construct and maintain in good repair a parking area on that portion of the Property identified in Appendix "A" of this Agreement. It is agreed that the parking area shall be treated so as to prevent the raising of dust and loose particles and shall be of a size and dimension to adequately accommodate a minimum of ten (10) motor vehicles.

7. Buffering

That the Developer agrees to:

(i) retain and maintain a ten foot buffer strip of living trees located between the Building and the front property line as shown in Appendix "A" of this Agreement; and

(ii) preserve living trees wherever possible.

8. Property to be Kept in a Tidy Condition

That the Property shall be kept in a neat and tidy condition.

9. Sign Requirement

That one (1) ground sign shall be permitted on the Property for the purpose of identifying the activities permitted under Section 1 of the Agreement. It is agreed that the said sign shall not incorporate any flashing or moving illumination, exceed fifteen (15) feet in height, or exceed twenty-five (25) square feet on a single face.

10. Amendments to Agreement

That the Municipality may amend any and all provisions of this Agreement by majority vote of Municipal Council.

11. That notwithstanding Clause 10, variances may be granted from certain requirements under this Agreement, by the Development Officer, provided that such variance is minor and does not violate the intent of this Agreement, and that the difficulty experienced does not result from the intentional disregard of the requirements of this Agreement, and that the variance is required due to environmental, engineering practices or other circumstances not foreseen at the time this Agreement was executed. A five (5) per cent variance may be considered for any requirement of Appendix "A".



MATTERS INCIDENTAL TO AGREEMENT

- 12. For the purposes of this Agreement, all words shall carry their customary meaning except those defined under Part 2 of the Zoning By-law for Timberlea/Lakeside/Beechville.
- 13. Subject to the provisions of this Agreement, the Developer shall be bound by all by-laws and regulations of the Municipality, as well as to any applicable statutes and regulations of the Province of Nova Scotia.
- 14. Upon breach by the Developer of any of the terms or conditions of this Agreement the Municipality, may, after thirty days notice in writing to the Developers of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge upon the Property.
- 15. This Agreement shall run with the land and be binding upon the Developers' heirs, assigns, mortgages, lessees, successors, and occupants of the Property from time to time.
- 16. This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia, and shall form a charge or encumbrance upon the property.
- 17. The Developer shall pay the costs of recording and filing all documents in connection with this Agreement.
- 18. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 19. That subject to all by-laws and regulations of the Municipality, as well as to any applicable statutes and regulations of the Province of Nova Scotia, the property may be subdivided.

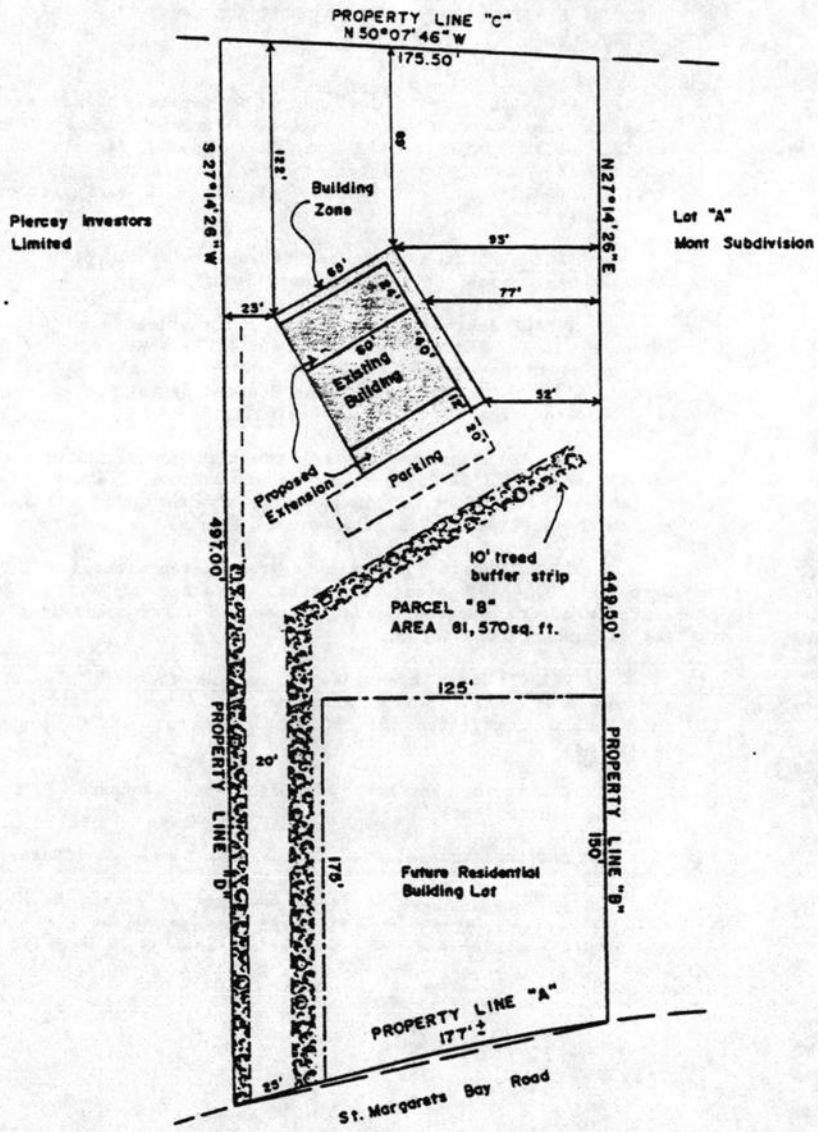
WITNESS that this Agreement, made in triplicate, was properly executed by the respective parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1987.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

SEALD, DELIVERED AND ATTESTED )  
to by the proper signing )  
officer of the Municipality )  
of the County of Halifax duly )  
authorized in that behalf in )  
the presence of )

\_\_\_\_\_  
K. CARLSEN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MUNICIPALITY OF THE COUNTY OF HALIFAX  
\_\_\_\_\_  
WARDEN  
\_\_\_\_\_  
CLERK

APPENDIX "A"



SCHEDULE "A"

DESCRIPTION OF PARCEL "B", SHELDRAKE LAKE SUBDIVISION, OWNED BY PIERCEY INVESTORS LIMITED AND BEING SOLD UNDER AGREEMENT OF PURCHASE AND SALE TO CADA LIMITED.

ALL that certain lot, piece or parcel of land situate, lying and being in the District of Timberlea, County of Halifax, Province of Nova Scotia, and marked Parcel "B" on "Plan Showing Parcel "B", Sheldrake Lake Subdivision", dated 10 September 1979, and signed by R.J. Donovan, Nova Scotia Land Surveyor; the said Parcel "B" being more particularly described as follows:

BEGINNING at a point on the south sideline of N.S. Highway No. 3 at the northeast corner of Lot "A", Mont Subdivision;

THENCE eastwardly along the south sideline of N.S. Highway No. 3 a distance of One Hundred Seventy-seven (177) feet, more or less, to a point bearing south seventy-four degrees forty-four minutes and sixteen seconds east ( $S74^{\circ}44'16"E$ ) and distant One Hundred Seventy-seven and zero hundredths (177.00) feet from the point of beginning;

THENCE south twenty-seven degrees fourteen minutes and twenty-six seconds west ( $S27^{\circ}14'26"W$ ) along other lands of Piercey Investors Limited a distance of Four Hundred Ninety-seven and zero hundredths (497.00) feet to the north sideline of N.S. Highway No. 103;

THENCE north fifty-nine degrees seven minutes and forty-six seconds west ( $N59^{\circ}07'46"W$ ) along the north sideline of N.S. Highway No. 103 a distance of One Hundred Seventy-three and fifty hundredths (173.50) feet to Lot "A", Mont Subdivision;

THENCE north twenty-seven degrees fourteen minutes and twenty-six seconds east ( $N27^{\circ}14'26"E$ ) along Lot "A", Mont Subdivision a distance of Four Hundred forty-nine and thirty hundredths (449.30) feet to the point of beginning;

Containing an area of Eighty-one Thousand Five Hundred Seventy (81,570) square feet.

Bearings are referred to the Nova Scotia Coordinate Grid North.

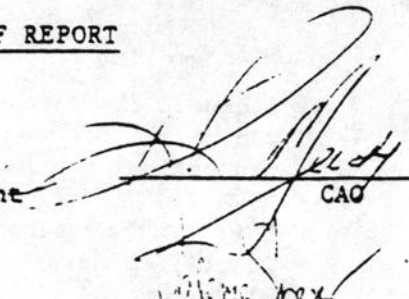
BEING a portion of lands conveyed by Joseph E. Mont and Thomas W. Mont to Piercey Investors Limited by Deed dated the 21st day of July, 1961, and recorded in the Registry of Deeds at Halifax in Book 1756, Pages 538-541.

STAFF REPORT

TO: Planning Advisory Committee  
FROM: Dept. of Planning and Development

APPLICATION NO. DA-SA-15-20-86

DATE: January 19, 1987

  
DIRECTOR, PLANNING & DEVELOPMENT

RECOMMENDATION:

THAT THE DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND DONALD BONNER, TO PERMIT THE EXPANSION OF AN EXISTING SPRINKLER BUSINESS ON LOTS E-1 AND F-1 AS SHOWN ON A PLAN OF SUBDIVISION OF A PORTION OF THE LANDS OF FREDERICK PURCELL, LOCATED AT 421 COBEQUID ROAD AT LOWER SACKVILLE, BE APPROVED BY MUNICIPAL COUNCIL.

Information:

Attached is a proposed development agreement between the Municipality and Donald Bonner, to permit the expansion of an existing sprinkler business by constructing a storage building on Lot F-1 (as shown on Map 3, p.4). Lot F-1 has customarily been used for the storage of equipment and machinery related to the sprinkler business. The proposed building will be used to store this equipment and machinery. It should be noted that the existing use is zoned R-6 (Rural Residential) and as such is a non-conforming use, since it was in existence prior to the plan's adoption in 1982.

This agreement stems from Policy P-69 of the Municipal Planning Strategy for Sackville, which directs that light industrial uses in the Rural Residential Designation, northeast of the existing Sackville Industrial Park between the Cobequid Road and the Bicentennial Highway, may be considered by Development Agreement.

ANALYSIS:

The Department of Planning and Development has completed its review of the applicant's proposal and recommends that the attached agreement be approved for the following reasons.

First, the Sackville planning strategy has identified the area northeast of the existing Sackville Industrial Park for future industrial growth. The plan does, however, stipulate that priority shall be given to developing the industrial park prior to considering light industrial uses outside of it. This agreement, however, is not for the establishment of a new light industrial use, rather it is for the expansion of an existing use, which has been in existence for a number of years.

Second, the proposed 2,400 square foot building will minimize the amount of outdoor storage, thereby aesthetically enhancing the property.

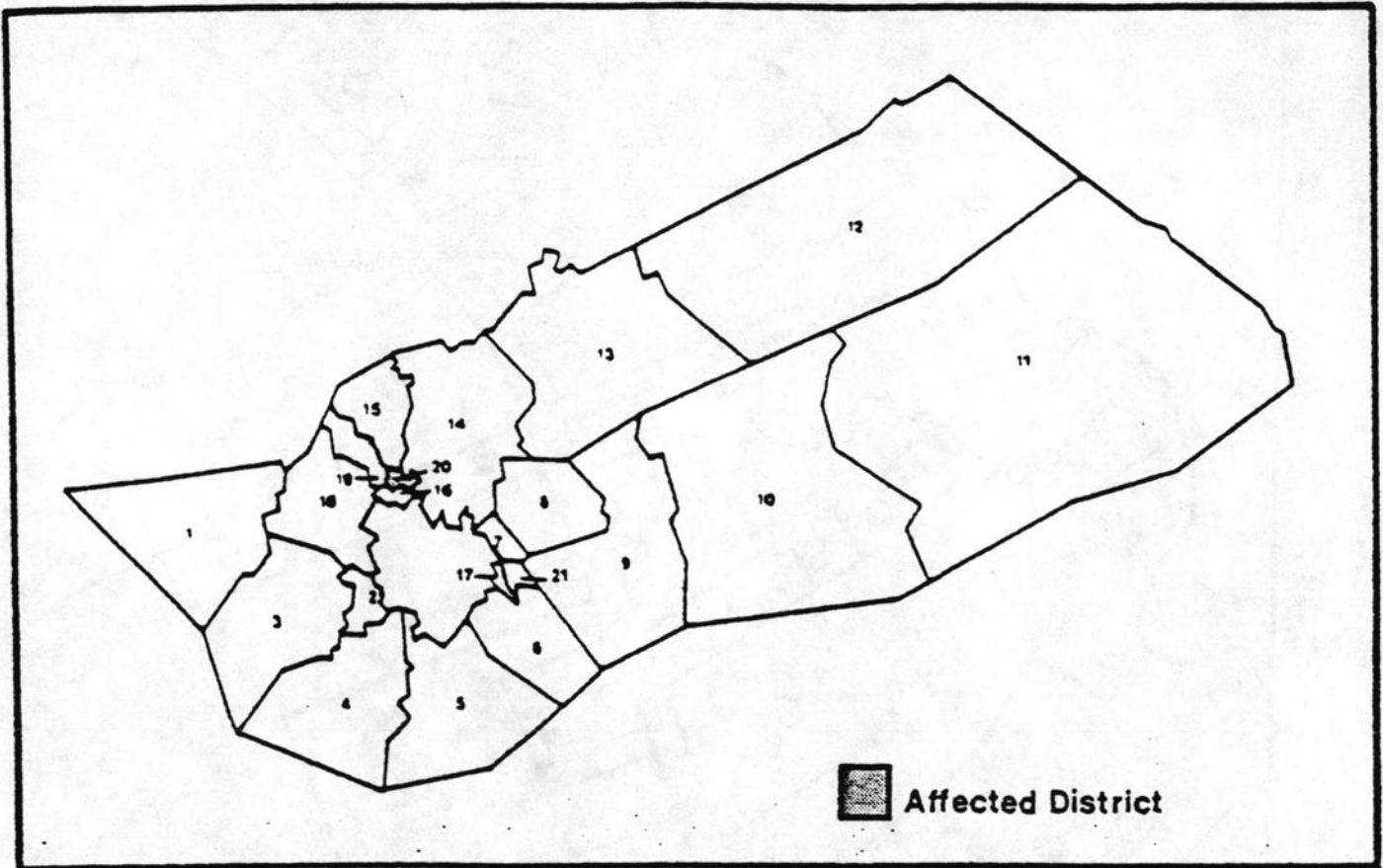
Third, the surrounding land use map (Map 3, p.4) identifies several other heavy commercial uses relatively close to the proposed expansion. These uses include a welding shop, bus depot, printing shop, building construction shop, and an aluminum and vinyl siding shop. It is, however, recognized that a number of residential dwellings are situated within the immediate vicinity of the proposed expansion. The agreement, therefore, contains provisions for a fence or other visual barrier and restrictions on outdoor storage to help screen the expansion from neighbouring residential dwellings.

Fourth, the land to the rear of Lot F-1 is owned by the Municipality, a portion of which is used for a school bus depot. The proposed agreement, therefore, will not seriously affect the rear property.

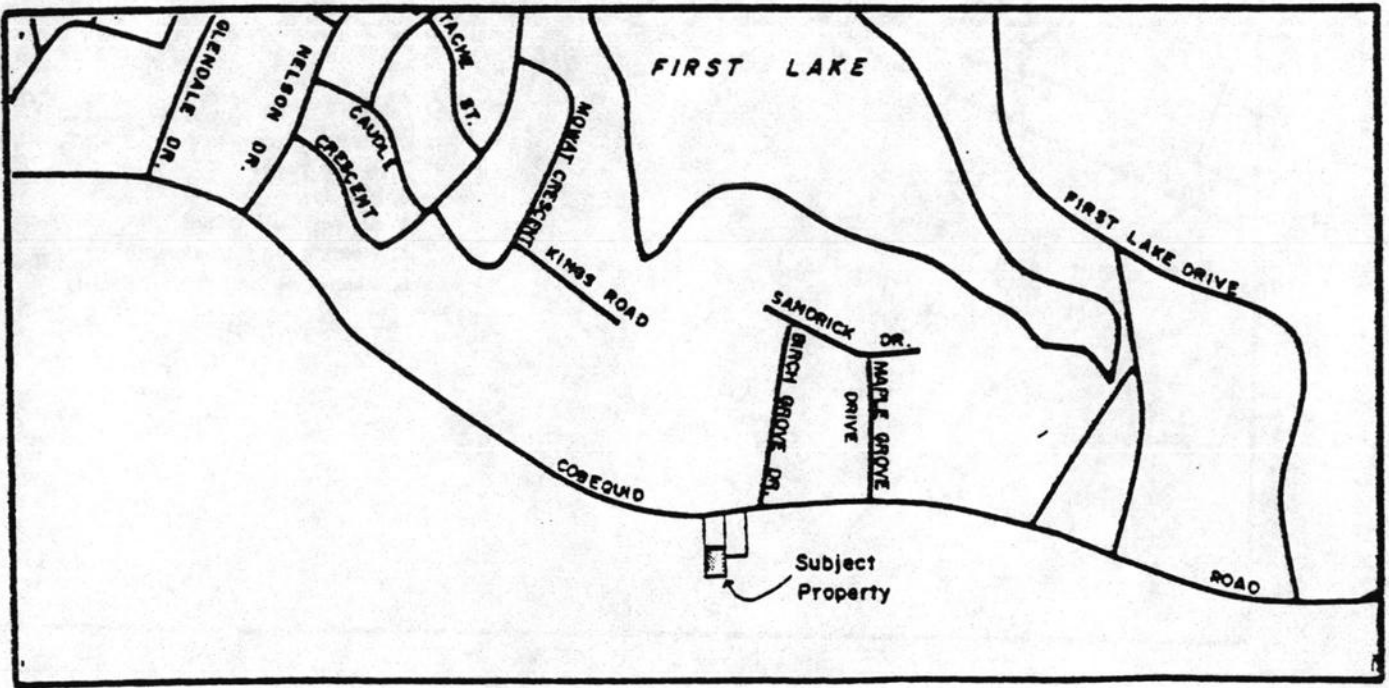
Fifth, the agreement contains a number of provisions designed to maintain compatibility with surrounding land uses, including minimum yard requirements, outdoor storage, building height, visual barrier, signs, etc., as outlined in clauses 1 - 7 of the agreement.

Finally, the proposed building will not be situated within one hundred and fifty (150) feet of the Cobequid Road - a specific requirement of the plan. It should also be noted that access to the Cobequid Road is provided for via Lot E-1 (Map 3, p.4). In staff's opinion, therefore, the proposed development is consistent with the intent of the Sackville municipal planning strategy.

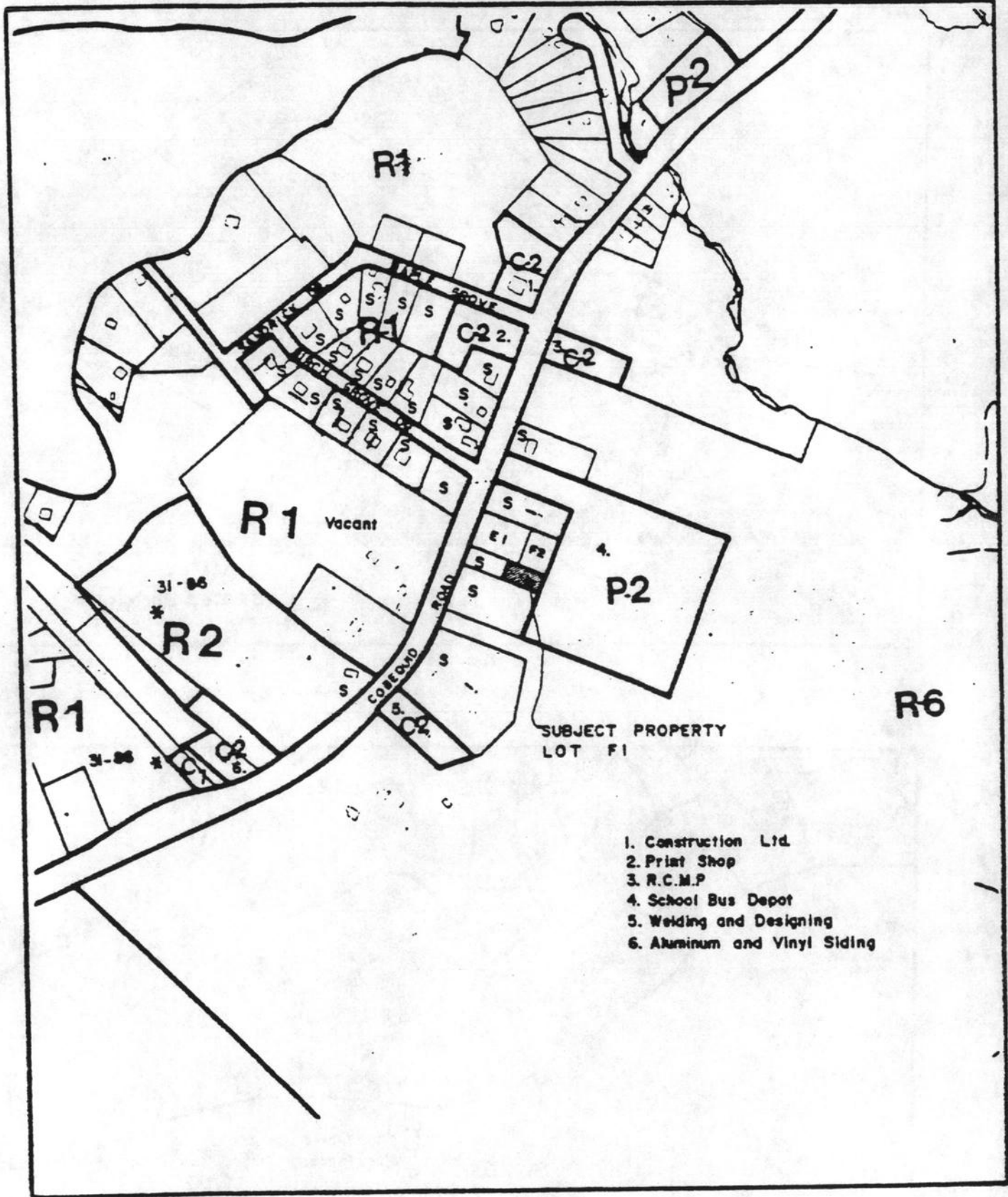
MAP 1



MAP 2



MAP 3



BETWEEN:

DONALD BONNER, of Lower Sackville, in the County of Halifax, Province of Nova Scotia; (hereinafter called the "Owner")

OF THE FIRST PART

-and-

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate; (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Owner has good title to lands known as Lots F-1, F-2 and E-1, as shown on a plan of subdivision of a portion of the lands of Frederick Purcell, located at Lower Sackville, in the County of Halifax, Province of Nova Scotia, (hereinafter called the "Property") and as described in Schedule "A";

AND WHEREAS the Owner has requested permission to expand an existing sprinkler business, by erecting, constructing, or otherwise locating a storage building on Lot F-1 for the purpose of storing equipment and machinery related to the sprinkler business;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Municipality (the receipt of which is hereby acknowledged), the request to erect, construct, or otherwise locate the building (hereinafter called the "Building") is agreed to by the Municipality, pursuant to Section 3.6(g) of the ZONING BY-LAW FOR SACKVILLE and subject to the following terms and conditions::

1. PERMITTED USES

That in addition to those land use activities identified in Section 11.1 of the ZONING BY-LAW FOR SACKVILLE, the Owner shall restrict the use of Lot F-1 to the activities associated with a sprinkler sales and service business.

2. SETBACK REQUIREMENTS

That the Building shall be confined to an area on Lot F-1 as illustrated in Appendix "A" of this Agreement and as defined by the following setback requirements:



Minimum Front Yard (Property Line "A")	55 feet
Minimum Side Yard (Property Line "B")	12 feet
Minimum Side Yard (Property Line "D")	8 feet
Minimum Side Yard (Property Line "C")	15 feet

3. MAXIMUM HEIGHT OF BUILDING

That the maximum height of the Building shall not exceed 25 feet (7.6m).

4. VISUAL BARRIER

That within thirty (30) days of the issuance of an occupancy permit for the Building, the Owner shall provide a fence or other visual barrier which:

- (a) measures at least six (6) feet (1.8m) in height;
- (b) is erected, constructed, or otherwise located along property lines A and B, as identified in Appendix "A" of this agreement;
- (c) is of a type and design approved by the Development Officer of the Municipality.

5. OUTDOOR STORAGE

That no outdoor storage shall be permitted within fifteen (15) feet of property lines A, B, and C, as identified in Appendix "A" of this agreement.

6. SIGNS

That the installation of any ground signs or projecting signs on the Property or Building shall:

- (a) conform to all applicable requirements of Part 5 of the ZONING BY-LAW FOR SACKVILLE; and
- (b) notwithstanding Section 5.7(a) of the ZONING BY-LAW FOR SACKVILLE, no sign shall have an area greater than ten (10) square feet (1 m<sup>2</sup>).

7. LIGHTS

Lights used for illumination of the Property shall be arranged so as to divert light away from adjacent properties.

8. ACCESS

That an unobstructed twenty (20) foot right-of-way serving Lot F-1 shall be maintained across Lot E-1, as illustrated in Appendix "A" of this Agreement.

IMPLEMENTATION AND ENFORCEMENT

- 9. That upon the signing of this Agreement by the parties, the Municipality may at the request of the Owner, amend any or all of the stated conditions by a majority vote of the whole of Municipal Council.
- 10. For the purposes of this Agreement, all words shall carry their customary meaning except those defined under Part 2 of the ZONING BY-LAW FOR SACKVILLE wherein such words shall carry the meaning defined therein.

- 11. Subject to the provisions of this Agreement, the Owner shall be bound by all by-laws and regulations of the Municipality as well as by applicable statutes and regulations of the Province of Nova Scotia.
- 12. Upon breach by the Owner of any of the terms or conditions of this Agreement the Municipality may, after thirty days notice in writing to the Owner of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Owner by direct suit and shall form a charge upon the Property.
- 13. This Agreement shall run with the land and be binding upon the Owner's heirs, assigns, mortgagees, lessees, successors, and occupants of the Property from time to time.
- 14. This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia and shall form a charge or encumbrance upon the Property.
- 15. The Owner shall pay the costs of recording and filing all documents in connection with this Agreement.
- 16. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 17. That notwithstanding clause 9, variances may be granted from certain requirements of this Agreement, by the Development Officer, provided that such variance is minor and does not violate the intent of this Agreement, and that the difficulty experienced does not result from the intentional disregard of the requirements of this Agreement, or that the variance is required due to environmental, engineering practices or other circumstances not foreseen at the time this Agreement was executed. A five (5) per cent variance may be considered for any requirement of Appendix "A".

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1987.

SIGNED, SEALED AND DELIVERED ) per  
in the presence of )

\_\_\_\_\_  
DONALD BONNER

\_\_\_\_\_  
SEALED, DELIVERED AND ATTESTED )  
to by the proper signing )  
officers of the Municipality )  
of the County of Halifax duly )  
authorized in that behalf in )  
the presence of )

\_\_\_\_\_  
MUNICIPALITY OF THE COUNTY OF  
HALIFAX

\_\_\_\_\_  
WARDEN

\_\_\_\_\_  
CLERK

SCHEDULE "A"

All and singular that certain lot, piece, parcel or tract of land situate, lying and being at Lower Sackville, County of Halifax, Province of Nova Scotia. Being Lot F1, as shown on a Plan of Subdivision of Portion of Lands of Frederick Purcell, dated the 7th day of October A.D. 1966 and bearing the latest revised date of the 21st day of November A.D. 1966, and drawn by K. W. Robb & Associates Ltd., Provincial Land Surveyors and approved by the Halifax County Planning Board on December 5, 1966 and which may be more particularly described as follows:-

BEGINNING at an iron pipe set on the most easterly corner of Lot D., as shown on said plan, which iron pipe forms the most northerly corner of the lot herein described, and is on the southwestern boundary line of Lot E1.

THENCE to run along a portion of the southwestern boundary line of Lot E1 and the southwestern boundary line of Lot F2 on a bearing of south thirty-nine degrees fifteen minutes east (S39 degrees-15'E) for a distance of one hundred and thirty decimal zero (130.0') feet to an iron pipe set on the northwestern boundary of a fifty (50') foot proposed road, as shown on said plan.

THENCE to run along a portion of the northwestern boundary of the said fifty (50') foot proposed road on a bearing of south fifty degrees forty-five minutes west (S 50 degrees - 45'W) sixty decimal zero (60.0') feet to a wooden stake set at the most easterly corner of Lot B, as shown on said plan.

THENCE to run along a portion of the northeastern boundary of Lot B on a bearing of north thirty-nine degrees fifteen minutes west (N 39 degrees - 15'W) for a distance of one hundred and thirty decimal zero (130.0') feet to an iron pipe set at the most southerly corner of Lot D.

THENCE to run along the southeastern or rear boundary line of Lot D on a bearing of north fifty degrees forty-five minutes east (N 50 degrees - 45'E) for a distance of sixty decimal zero (60.0') feet to the place of beginning.

ALL Bearings respecting Lot F1 are Magnetic A.D. 1955.

Said lot being and intended to be a portion of the lands conveyed by Frederick Lewis Purcell and Margaret Purcell to Maple Ridge Realty Limited by Deed dated July 28, 1969 and recorded in the Registry of Deeds Office at Halifax, in the County of Halifax on July 29, 1969 in Book Number 2326 at Pages 450 - 454.

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid on this 16<sup>th</sup> day of Nov A. D. 19 80.

*J. A. Bond*  
 Municipal Collector  
 Halifax, County of Halifax

Province of Nova Scotia  
 County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N.S. at 10:57 o'clock A.M. on the 18 day of Nov A. D. 19 80 in Book Number 3448 at Pages 362 - 363  
*A. Geraldine Kelli*  
 Registrar of Deeds for the Registration Office  
 of the County of Halifax

agreed to convey to the Grantee herein the hereinafter described property

WHEREAS the said Grantee has completed her payments under the terms of the said agreement and has requested a conveyance of the said property and

WHEREAS the Grantors herein are the executors and trustees under the Last Will and Testament of Frederick Grenville Purcell, probate of which was granted on July 10th, 1963

WITNESSETH, that in consideration of One Dollar of lawful money of Canada and other good and valuable consideration to the Grantors in hand well and truly paid by the said Grantee, at or before the ensembling and delivery of THESE PRESENTS, the receipt whereof is hereby acknowledged, the Grantors hereby convey and grant to the Grantee.

ALL and singular that certain lot, piece, parcel or tract of land situate, lying and being on the southeastern side of the Old Cobequid Road at Lower Sackville in the County of Halifax, Province of Nova Scotia. Being lot E1 as shown on a plan of the Frederick Purcell Subdivision by K. W. Robb, P. L. S., dated the 12th day of November A.D. 1959, approved by the Halifax County Planning Board on the 23rd day of November A. D. 1959 and which lot may be more particularly described as follows:

BEGINNING at an iron pipe and stones set on the southeastern boundary of the Old Cobequid Road, which iron pipe forms the northern corner of lot D, as shown on said plan, and is distant thirty-three (33') feet when measured at right angles from the center line of

the said Old Cobequid Road.

THENCE to run along the northeastern boundary of lot D and a portion of the northeastern boundary of lot F1 on a bearing of south thirty-nine degrees fifteen minutes east ( $S39^{\circ} -15'E$ ) one hundred and sixty decimal zero (160.0) feet to an iron pipe, which iron pipe marked the western corner of lot F2.

THENCE to run along the northwestern boundary of lot F2 on a bearing of north fifty degrees forty-five minutes east ( $N50^{\circ} -45'E$ ) one hundred and fourteen decimal zero (114.0') feet to an iron pipe set at the southern corner of lot E2.

THENCE to run along the southwestern boundary of lot E2 on a bearing of north thirty-nine degrees fifteen minutes west ( $N39^{\circ} -15'W$ ) one hundred and sixty decimal zero (160.0') feet to an iron pipe and stones set on the southeastern boundary of the Old Cobequid Road, which iron pipe is distant thirty-three (33') feet when measured at right angle from the center line of the said Old Cobequid Road.

THENCE to run along the southeastern boundary of the Old Cobequid Road on a bearing of south fifty degrees forty-five minutes west ( $S50^{\circ} -45'W$ ) one hundred and fourteen decimal zero (114.0') feet to the place of beginning.

ALL bearings are Magnetic A. D., 1955.

THE GRANTORS covenant with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the said Grantors have a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the said Grantors will procure such further assurances as may be reasonably required.

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid on this 2nd day of June A. D. 19 65

E. Kelly  
Municipal Collector  
Municipality of the County of Halifax

ALL and singular, that certain lot, piece, parcel or part of land, situate lying and being at Lower Godville, in the County of Halifax, Province of Nova Scotia. Being Lot F2, as shown on a Plan of Subdivision of Portion of Lands of Frederick Purcell dated the 21st day of October A. D., 1966 and revised the 21st day of November A. D., 1966 and drawn by E.W. Robb & Associates Ltd., Provincial Land Surveyors, and approved by the Halifax County Planning Board on December 5th, A.D., 1966 and which may be more particularly described as follows:

BEGINNING at an iron pipe set at the most easterly corner of lot B1, as shown on said plan, which iron pipe marks the most westerly corner of lot F3, as shown on said plan.

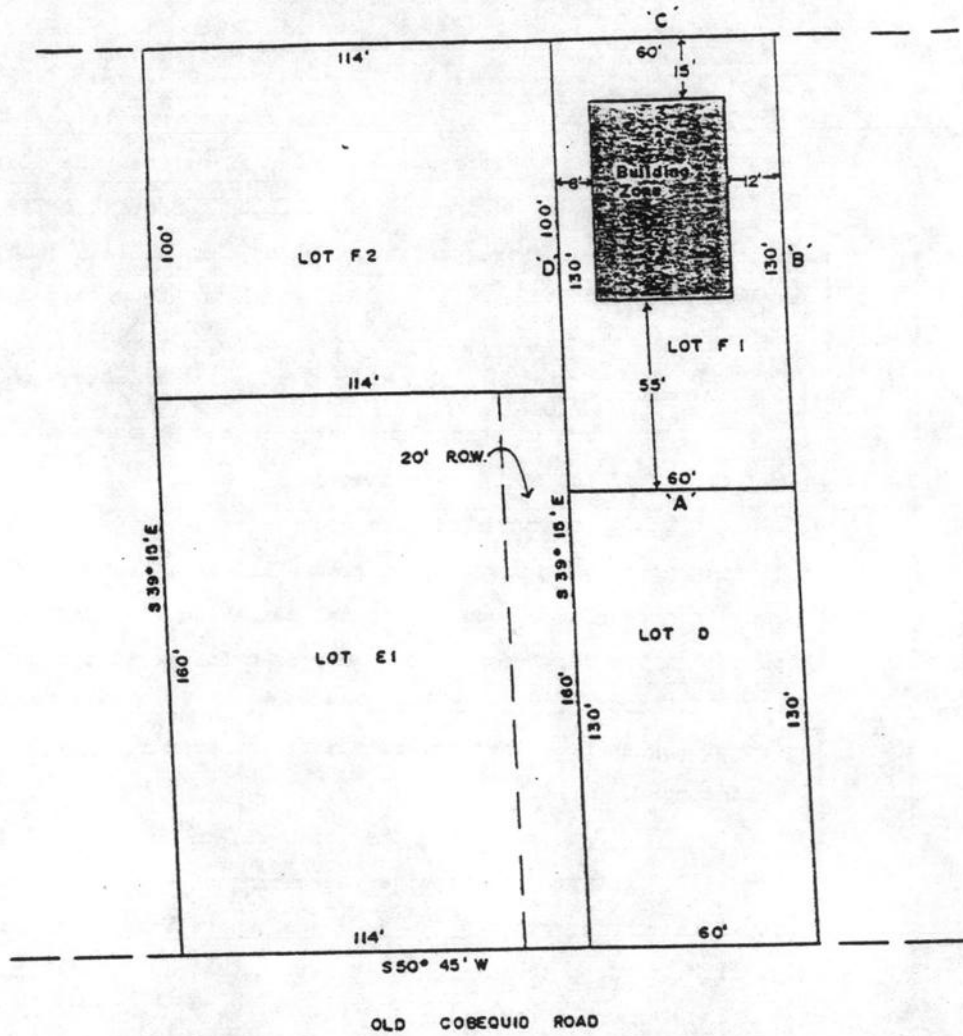
THENCE to run along the southwestern boundary of lot F3 on a bearing of south thirty-nine degrees fifteen minutes east ( $S39^{\circ}-15'E$ ) for a distance of one hundred decimal zero (100.0') feet to an iron pipe set on the northwestern boundary of a fifty (50') foot proposed road, this iron pipe is distant twenty-five (25') feet when measured at right angles from the center-line of the said fifty (50') foot proposed road.

THENCE to run along the northwestern boundary of the said fifty (50') foot proposed road on a bearing of south fifty degrees forty-five minutes west ( $S50^{\circ}-45'W$ ) one hundred and fourteen decimal zero (114.0') feet to an iron pipe set at the most easterly corner of lot F1, as shown on said plan.

THENCE to run along a portion of the northeastern boundary of lot F1 on a bearing of north thirty-nine degrees fifteen minutes west ( $N39^{\circ}-15'W$ ) for a distance of one hundred decimal zero (100.0') feet to an iron pipe set at the most southerly corner of lot B1, as shown on said plan.

THENCE to run along the southeastern or rear boundary line of lot B1 on a bearing of north fifty degrees forty-five minutes east ( $N50^{\circ}-45'E$ ) one hundred and fourteen decimal zero (114.0') feet to the place of beginning.

All bearings are Magnetic A.D., 1955.



COMMITTEE OF THE WHOLE

MARCH 25, 1987

PRESENT WERE: Warden MacKenzie  
Councillor Walker  
Councillor Rawding  
Councillor Fralick  
Councillor P. Baker  
Councillor Deveaux  
Councillor DeRoche  
councillor Adams  
Councillor Randall  
Councillor Reid  
Councillor Lichter  
Councillor Snow  
Councillor Merrigan  
Councillor MacKay  
Councillor Eisenhauer  
Councillor MacDonald  
Councillor Wiseman  
Deputy Warden Mont

ALSO PRESENT: Mr. K.R. Meech, Chief Administrative Officer  
Mr. K. Wilson, Director of Finance

SECRETARY: Glenda Higgins

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The meeting was called the order at 6:10 p.m.

There was some discussion concerning the next meeting date to discuss the 1987 budget. It was agreed to meet again on March 26, 1987 at 2 p.m. and on April 2, 1987 at 2 p.m. It was also agreed to have a Joint Council Session with the Town of Bedford on April 7, 1987 at 3:30 p.m. This meeting would be to discuss Excess Funding, Halifax County-Bedford District School Board.

With respect to the budget, Mr. Meech began the discussion. He informed it should be possible to achieve a general tax rate within four percent, as compared to last year, based on the assumption that the average assessment increased by 35 percent. He informed the appropriation to the School Board does not agree with the recent budget tabled by the Board, but is based on utilizing the formula and making the adjustments as a result of the recent announcement by the Minister of Education on School Board funding. He stated the decision on School Board funding will benefit Halifax County Municipality, as well as the School Board.

Mr. Meech also noted there has been some provision incorporated into the budget with respect to the recommendation of the Committee of the Whole and utilizing a portion of the Deed Transfer Tax revenues for capital projects. The budget has also been prepared on the assumption



that there is no transfer from general revenue fund surplus. He also noted there are extreme increases in the General Assistance Program in Social Services. Mr. Meech concluded that the Minister of Municipal Affairs has made the announcement with respect to this year's capital and operating grants. It appears the County's operating grant will increase by \$200,000 over 1986, and this was not reflected in the prepared budget. There may also be some increase to the capital grant fund, but probably not to the same effect. The special capital grant fund for capital projects is also supposed to increase to \$7.8 million for 1987-88. He continued, noting there is provision in the budget for start-up costs for the proposed library at Cole Harbour. The impact of the Aerotech Park will also be felt for the first time this year with respect to the debt charge and the money required for the operation of the infrastructure.

Mr. Wilson reviewed the general information with respect to the budget, as he began to outline the budget.

With respect to the Deed Transfer Tax, Councillor Rawding informed there is nothing projected to increase this rate. He asked if the additional transfers are to raise the additional revenue to be used for capital projects. Mr. Wilson responded that only \$2.8 million was budgeted originally as revenue in 1986 for Deed Transfer Tax, not knowing what Council's decision might be with respect to capital funding. Therefore, the rate of 1 percent will remain the same.

Deputy Warden Mont asked if there was any commitment to Long Term Service Awards yet. Mr. Meech indicated it has not technically been approved, although the approval is only pending clarification of applicability with Ocean View Manor and the Rehab Centre.

Councillor Lichter asked if the County's commitment to the library in Cole Harbour Place was subject to Provincial approval. He asked if Provincial approval was received. Mr. Wilson informed the proposal shown is the total cost for preparing for the library is over \$600,000 for which the Province will pay approximately \$400,000, if it is approved; therefore, the County's cost will be \$200,000. He agreed this is dependent upon Provincial approval, and this will be discussed at the library budget level. He stated it is not known when the Province will approve this. He informed he will meet with the Librarian to discuss a report from the Province which reflects a new sharing formula for this project.

Councillor Lichter stated Cole Harbour Place will not be operational for about two years, if it is approved and built. He asked if the budget is reflecting money to be put aside for that time. Mr. Meech informed the projected schedule with respect to construction is that it would not be completed and open until the fall of 1988. Provision has been made for the library based on approval from the Province, but the budget is to reflect this. He continued that even if this does not happen in 1987, it is best to begin planning now to put this money aside. It will take at least one year, once the final decision is made, to make the necessary arrangements for the purchase and acquisition of initial books and stock of inventory.

Councillor Reid asked if the figures are worked out on the basis of the new formula. Mr. Wilson informed they are not. Councillor Reid suggested the new formula will have some major implications to the County, and the start-up costs are only to cover the first two years. He felt this information should be available shortly, as it is hoped the recommendations will be approved by each municipal unit in the near future. This will cause the new formula to be implemented, which major implications for Halifax County based on population. He stated capital funding initially is the major problem at this time.

Councillor MacKay asked what is anticipated to be revenue from taxes from the Aerotech Park in 1987. Mr. Wilson replied the interim bill was sent out for \$150,000 to Pratt & Whitney. He stated there is approximately \$17 million worth of property there now, and the business occupancy tax may be added later in the year. The taxes will range at approximately \$246,000.

Councillor Deveaux asked if the new formula for education would apply to the library budget, as well. Mr. Wilson informed it will not.

Councillor Lichter inquired about the first section of the budget (pages 1 to 1-16), as reviewed by Mr. Wilson. On page 1-6 he noted the budget increases from 1986 to 1987. He suggested education funding be deleted for this comparison. It stated it appears there will be a benefit of \$2 million in education, but that \$2 million plus will be spent, indicating a slight increase in the percentage cost to the Municipality. He stated when this education funding is deleted from the comparison, there is a 28.5 percent increase with a 45.67 percent in expenditures. He felt the Provincial government sees it fit to increase the education formula to the point that taxpayers could benefit, but the benefits will be wiped out immediately by the increases in all departments. Mr. Wilson referred to page 1-7, showing the variances in the areas, noting the savings and the increases. He noted the school board are requesting another \$900,000 from the County based on their budget as presented.

Councillor Lichter questioned the salary increases without approval from Council. Mr. Meech informed various positions are approved when the annual budget is approved, but as it is time-consuming to fill new positions, the salary was not for the entire year. Therefore, positions approved with the 1985 budget would not reflect the total salary until 1986. Mr. Meech informed he could have Personnel prepare a report on the large salary increases, including re-classifications, etc.

Councillor Eisenhauer referred to page 1-7, and given consideration to education costs, debt charges, social services costs, and library because they depend much upon the Province, there was still an increase of 47.1 percent in charges. He stated what is controlled by the Municipality is increasing 47.1 percent. He inquired about a transfer of funds from surplus for education to decrease the tax rate. He also referred to page 2, noting the Municipality received \$2,000,000 more in 1986 than was budgeted for; however, in 1987, it is projected to received \$20,000,000 less. Mr. Wilson informed the difference between

\$3,900,496 and the 1986 figure of \$22,957,585 is what is to be collected in taxes. He informed the budgeting process accounts for expenditures, the known revenues are deducted, and the difference must be collected from the taxpayers. With respect to page 1-7, Mr. Wilson informed in 1986 \$21,039,000 was budgeted to be collected from the taxpayers, and in 1987 \$21,321,000 is budgeted to be collected.

Councillor Eisenhauer asked where the \$2,000,000 more than anticipated was received, could the tax rate not have been reduced by this amount. Mr. Wilson agreed this could have reduced the rate, had it been known. Mr. Meech stated the expenditure side must also be considered, and the expenditures were also higher. With respect to the transfer from the surplus fund, Mr. Meech stated because of increased revenues from the Deed Transfer Tax and some reduction in overall expenditures, it was not necessary to make any transfer from the surplus fund in 1986. Councillor Eisenhauer asked if any additional funds go into reserve funds. Mr. Wilson informed a portion of the extra received in 1986 (\$600,000) in grants in lieu of taxes was transferred to the capital reserve fund. Councillor Eisenhauer clarified none of these funds will not be used to offset the tax rate. Mr. Meech reiterated it was not necessary to transfer any money from the revenue fund surplus in 1986, as was anticipated. Councillor Eisenhauer stated it is necessary to determine if Council is prepared to have a 47.1 percent increase in the 1987 budget. Mr. Meech stated with consideration given to those budgets noted earlier, the base of the percentage is also reduced. There are other items included with each budget, which Council has not finalized, which may also distort the percentage. Councillor Eisenhauer felt staff should refer to that area in particular, when there is a 47.1 percent increase proposed.

Councillor Rawding referred to the transfer of funds from Deed Transfer Tax revenues as per page 1-1. He noted in 1987 there will be no consideration given to allocating from the surplus, but Deed Transfer Tax revenues will be re-assigned. With a 40 percent increase in assessment, and given the same number of transfers, there will be 40 percent increase in revenues. He suggested this be used towards offsetting the budget. Mr. Wilson felt this could not be done, because the Deed Transfer Tax is based on the sale price of the property, rather than the assessed value of the property. Mr. Meech noted Deed Transfer Tax is based on the current sale value, but the assessment is always one year behind. There is also a natural escalation in the Deed Transfer Tax, provided that properties continue to appreciate as they have in the past.

Mr. Wilson began to review the budget for his departments: Data Processing, Finance, and Tax Collection.

#### Data Processing

Mr. Wilson began by noting there is a substantial increase budgeted for this department. He informed one of the difficulties with this budget is that in 1986 50 percent of the staff from this department left. There was a requirement for one person to work a lot of overtime last