

It was moved by Councillor Boutilier, seconded by Councillor Sutherland

"THAT the Department of Engineering & Works be requested to repair the sewer manholes located on Nelson Drive, Lower Sackville."

MOTION CARRIED.

10. Correspondence from Donald Mills Re Increase In Comfort Allowance

Mr. Kelly outlined the letter advising of a request to increase the Comfort Allowance from \$90.00 per month to \$105.00 per month.

Warden Lichter advised the supplementary agenda included a memo from Mr. Reinhardt, Board of Health, indicating that 23 identical letters were on file signed by different individuals requesting the same increase as Mr. Mills.

It was moved by Councillor Randall, seconded by Councillor Fralick

"THAT the letter be received."

MOTION CARRIED.

Councillor Randall advised a couple of months ago, Council agreed to increase this comfort allowance from \$83.00 to \$90.00 per month. He advised the request before Council at present had been discussed today at Ocean View Manor by the Board of Management. He stated they have decided to investigate ways to cut back on cost such as cable TV, telephone, etc. He stated this would be monitored and recommendations would be made in conjunction with the next budget deliberations.

Mr. Meech advised if Council was persuaded to examine this issue and look at increasing the rates, he recommended strongly that a staff report be prepared so Council would have the benefit of knowing what the financial implications would be. He stated this was not only for the residents of Ocean View Manor, it would be a policy that applied to all residents located in various homes for special care. He stated the dollar amount in this case would be quite substantial giving the fiscal situation, particularly with the capping on Social Services Assistance from the Province. He did not feel Halifax County was in a financial position to respond to this request.

Councillor Deveaux advised a motion had been made at Ocean View Manor this afternoon. He stated the same motion could perhaps be agreed to by Council. He advised Councillor Cooper made the motion. It was basically that Ocean View Manor respond to Mr. Mills letter indicating a concern for increasing the allowance.

Consideration would be given for increasing this allowance between now and the next budget session for 1992.

Councillor Cooper advised of a list of expenses included in the correspondence. He advised when this item was examined, the Board decided to investigate methods between now and the next budget sessions which might save residents money in their monthly expenses by looking at the amount they were required to pay for such things as cable TV, telephones, etc., as well as acknowledge the fact to residents that Halifax County had recently raised the Comfort Allowance from \$83.00 to \$90.00 per month. The increase in comfort allowance would be considered at the time of budget sessions. He requested Council's support.

It was moved by Councillor Cooper, seconded by Councillor Boutilier

"THAT methods be investigated between now and the next budget deliberations which might save residents money in their monthly expenses by looking at the amount they are required to pay for such things as Cable TV, telephones, etc., consideration being given to the increase during budget deliberations, acknowledging the fact that Halifax County had recently raised the Comfort Allowance from \$83.00 to \$90.00 per month."

AND FURTHER THAT a staff report be prepared indicating the financial implications involved."

Councillor Cooper advised when the last request was granted, the Municipality and the Province went to the maximum amount. He stated Halifax County took a centre position on this. He stated by this motion, the situation at present would continue.

Councillor Boutilier asked if there had been any contact made with the Provincial Government to see if they were prepared to put additional dollars towards this. He asked if that would be included in the staff report.

Warden Lichter indicated this would be investigated.

Councillor Richards questioned clarification on the motion. He asked if a staff report was being asked for now or at the time of budget deliberations.

Warden Lichter stated it was to his understanding that Council was requesting the staff report as soon as the information could be compiled. It would then be decided if the Municipality should wait to discuss this at the next budget session.

Councillor Richards felt this was contrary to the motion.

Councillor Cooper stated this motion was indicating this allowance would be reviewed at the next budgetary session which would be in the forthcoming spring. He stated if Council wished to review it before then, they could bring it up if they felt necessary. He stated it was the Board of Management's decision to assist residents with respect to savings, etc. This would take place between now and the next budget session.

Warden Lichter asked if the Committee was willing to examine the situation before the next budget session or not. He stated if that was the case, they should not bother with the staff report.

Councillor Bates stated the Board of Management was going to examine this and make a recommendation. He did not see any complications. He suggested when the Board of Management makes their recommendation, Staff review it and provide Council with the implications.

Councillor Cooper and Boutilier agreed to delete the staff report from the motion.

It was moved by Councillor Cooper, seconded by Councillor Boutilier

"THAT methods be investigated between now and the next budget deliberations which might save residents money in their monthly expenses by looking at the amount they are required to pay for such things as Cable TV, telephones, etc., consideration being given to the increase during budget deliberations, acknowledging the fact that Halifax County had recently raised the Comfort Allowance from \$83.00 to \$90.00 per month."

Warden Lichter asked if the Committee wished a staff report to be prepared or not at the present time.

Councillor Bates did not feel a staff report at this time was necessary until a recommendation from the Board of Management was received.

Warden Lichter suggested when Mr. Kelly writes to Mr. Mills and other individuals, it should be indicated to them that Halifax County Council examined the possibility of asking for a staff report but it was found in this financial year, Halifax County Council would not be able to assist them. Therefore, there was no need for a staff report.

Councillor Bates felt the individuals should be advised that the Board of Management was examining their request looking at ways and means of reducing their costs. After that examination was done, some consideration would be given as to whether or not Council

could recommend additional funds.

Councillor Cooper felt if a report was necessary at budget sessions, it could be requested at that time.

MOTION CARRIED.

11. Department of Tourism and Culture Re Council's Endorsement of Canso High School's Operation Greensweep

Mr. Kelly outlined the letter.

It was moved by Councillor Deveaux, seconded by Councillor Sutherland

"THAT the letter be received."

MOTION CARRIED.

SUPPLEMENTARY LETTERS AND CORRESPONDENCE

1. Department of Small Business Development Re Village Square Program, 1991/92

Mr. Kelly outlined the letter.

It was moved by Councillor Deveaux, seconded by Councillor Fralick

"THAT the letter be received."

MOTION CARRIED.

2. K. Edward Renner Re Support of an Application for Robert Dauphinee of Dockside Marina to sell Dock Side Gasoline

Mr. Kelly outlined the correspondence. He advised the application for rezoning with respect to this matter is scheduled for a public hearing on August 12, 1991.

It was moved by Councillor Fralick, seconded by Councillor Sutherland

"THAT the letter be received."

MOTION CARRIED.

PLANNING ADVISORY COMMITTEE REPORT

1. APPLICATION NO. RA-SA-04-91-20 - APPLICATION BY JAMES BRUCE TO REZONE PROPERTY AT 87 MOWAT CRESCENT, LOWER SACKVILLE

Mr. Kelly outlined the report.

It was moved by Councillor Boutilier, seconded by Councillor Sutherland

"THAT the application for rezoning be rejected and that no public hearing be held."

Councillor Sutherland questioned the zoning in this area.

Councillor Boutilier indicated when the application was made, the applicant at that time, made some inquiries. When the home was built, it may have had two units in it. He stated it had not been officially rezoned or designated as an R-2 zone. He stated it always was R-1. He provided background information with respect to this matter.

MOTION CARRIED.

2. APPLICATION NO. DA-CH/W-19-90-23 - DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY AND SHELL CANADA PRODUCTS LIMITED TO PERMIT THE CONSTRUCTION OF A RETAIL GASOLINE OUTLET AND CAR WASH AT 977 COLE HARBOUR ROAD

Mr. Kelly outlined the report.

Warden Lichter advised there were five recommendations with respect to this item. He advised Councillor Boutilier indicated that these recommendations would create a difficult public hearing. He questioned when the Councillors wished to deal with this, August 12, 1991 or possibly August 13, 1991.

It was moved by Councillor Richards, seconded by Councillor Fralick

"THAT a public hearing on this application be held August 12, 1991."

MOTION CARRIED.

Councillor Reid advised Councillors would be in to the County Building for meetings on the 19th and 20th of August. He suggested that five heavy public hearings such as these should not be discussed at one hearing. He suggested perhaps another public hearing be held on August 19th.

3. APPLICATION NO. 'S PA-CH/W-24-90/ZAP-CH/W-24-90 - AMENDMENTS TO THE COLE HARBOUR/WESTPHAL MUNICIPAL PLANNING STRATEGY AND LAND USE BY-LAW IN ORDER TO PERMIT A WIDER RANGE OF HOME OCCUPATIONS WITHIN RESIDENTIAL ZONES TO BE ESTABLISHED IN THE RESIDENTIAL A AND B DESIGNATIONS

Mr. Kelly outlined the report.

It was moved by Councillor Bates that a public hearing on this application be held August 19, 1991 at 7:00 p.m.

Councillor Richards suggested that Councillor Bates reconsider holding this particular public hearing on the 12th as interested individuals would be in on the 12th for another rezoning application.

Councillor Cooper felt this hearing should be held on the 12th.

It was moved by Councillor Bates, seconded by Councillor Cooper

"THAT a public hearing on this application be held August 12, 1991 at 7:00 p.m."
MOTION CARRIED.

4. APPLICATION NO. RA-F&S-07-91-17 - REZONING APPLICATION BY TRI-LAKE DEVELOPMENTS LIMITED, WINDSOR JUNCTION

Mr. Kelly outlined the report.

It was moved by Councillor Snow, seconded by Councillor Boutilier

"THAT a public hearing on this application be held August 12, 1991 at 7:00 p.m."
MOTION CARRIED.

SUPPLEMENTARY PLANNING ADVISORY COMMITTEE REPORT

1. APPLICATION NO. DA-LM-20-90-08 - DEVELOPMENT AGREEMENT - W - FIVE HOLDINGS INCORPORATED

Mr. Kelly outlined the report.

It was moved by Councillor Boutilier, seconded by Councillor Meade

"THAT a public hearing on this application be held August 12, 1991."
MOTION CARRIED.

2. FILE NO. DA-1&3-13-90-03 - DEVELOPMENT AGREEMENT - ROBERT H. DAUPHINEE SR. AND DOCKSIDE MARINA INCORPORATED

Mr. Kelly outlined the report.

It was moved by Councillor Meade, seconded by Councillor Fralick

"THAT a public hearing on this application be held August 12, 1991 at 7:00 p.m."

MOTION CARRIED.

EXECUTIVE COMMITTEE REPORT

1. TENDER, FIRE APPARATUS, DISTRICT 10 EAST FIRE DEPARTMENT

Mr. Kelly outlined the report.

It was moved by Councillor Bates, seconded by Councillor Deveaux

"THAT the Tender for Fire Apparatus, District 10 East Fire Department be awarded to Fort Garry Industries Limited in the amount of \$126,220.00."

MOTION CARRIED.

TENDER, MANHOLE, VALVE BOX REPAIRS

Mr. Kelly outlined the report.

It was moved by Councillor MacDonald, seconded by Councillor Sutherland

"THAT the Tender for Manhole, Valve Box Repair and Reinstatement be awarded to Road Savers Maintenance, which represents the lowest bid meeting specifications."

MOTION CARRIED.

ST. MARGARET'S BAY HEIGHTS PROPOSED DRAINAGE EASEMENT

Mr. Kelly outlined the report.

It was moved by Councillor Meade, seconded by Councillor Harvey

"THAT the St. Margaret's Bay Heights Proposed Drainage Easement for the purpose of draining surface water and storm water from approximately 73 lots of the proposed St. Margaret's Bay Heights Subdivision in accordance with the conditions outlined by the Engineering and Works Department be approved."

Councillor Meade stated the report indicated a full time inspector was required. He asked who paid for this inspector.

Warden Lichter stated the Developer paid for full time inspection and these costs were covered in the report. He advised he questioned this at the Executive Committee Meeting as well. It was

indicated to him that this inspector was definitely required.

Mr. Meech stated the developer was responsible for hiring a full time inspector.

MOTION CARRIED.

TAX CERTIFICATE COSTS

Mr. Kelly outlined the report.

It was moved by Councillor Sutherland, seconded by Councillor Smiley

"THAT effective August 1, 1991, the fee for Tax Certificates be increased to \$30.00 and effective April 1st, 1992 the fee for Tax Certificates be increased to \$40.00."
MOTION CARRIED.

BUSINESS IMPROVEMENT DISTRICT COMMITTEE - HUBBARDS

Mr. Kelly outlined the report.

It was moved by Councillor Meade, seconded by Councillor MacDonald

"THAT the recommendation respecting Business Improvement District Committee - Hubbards be approved."

"THAT the Municipality of the County of Halifax participate in a joint venture with the Municipality of Chester for the purpose of establishing a Business Improvement District Committee in Hubbards conditional upon: a) the extension of the proposed Business Improvement District boundary on Halifax County's side to the point of intersecting with the portion of the Old Post Road closest to Halifax; and, b) the appointment of Ms. Anne MacMullin, Mainstreet Co-Ordinator for Sackville, as a member of the Business Improvement District Committee for Hubbards.

FURTHER THAT for the fiscal period 1991/1992, a financial contribution of \$750.00 be allocated for this project from the previously approved Municipal Mainstreet funding.

MOTION CARRIED.

REQUEST TO LEASE MUNICIPAL PARKLAND IN DISTRICT 20

Mr. Kelly outlined the report.

It was moved by Councillor Boutilier, seconded by Councillor

MacDonald

"THAT the request by the Sackville Kinsmen Club to lease Municipal Parkland Property on First Lake, known as the Kinsmen Park, subject to the covenants in the standard Halifax County Lease Agreement be approved."

MOTION CARRIED.

TENDER, DISTRICT 9A FIRE DEPARTMENT

Mr. Kelly outlined the report.

It was moved by Councillor Randall, seconded by Councillor MacDonald

"THAT the lowest tender submitted by Fowler Construction Limited in the amount of \$267,210.00 be accepted for the purpose of constructing a new fire hall in the community of Lawrencetown."

MOTION CARRIED.

FINANCING, DISTRICT 9A FIRE DEPARTMENT

Mr. Kelly outlined the report.

It was moved by Councillor Randall, seconded by Councillor MacDonald

"THAT a temporary borrowing resolution in the amount of \$267,210 for the purpose of constructing a new fire hall in the community of Lawrencetown be approved. On completion of the project, the temporary borrowing to be replaced by a twenty year bond issue arranged through the Municipal Finance Corporation.

The principal and interest debt charges related to the bond issue are to be recovered through the area rate levied for the District 9A (Lawrencetown) Fire Department with Council reserving the right to levy the area rate in default of principal and/or interest repayments.

Warden Lichter questioned why in the second paragraph, the area rate was referred to twice. He stated the first line indicated the principal and interest debt charges related to the bond issue would be recovered through the area rate levied for the District 9A Fire Department. He questioned the statement with respect to Council reserving the right to levy the area rate in default of principal and/or interest repayments.

Councillor Randall stated there was an existing area rate of 14

cents. He stated the loan would be recovered and paid for out of the existing 14 cent area rate with no increase. However, in case of default of payment, the area rate would apply.

MOTION CARRIED.

TENDER, BEAVER BANK FIRE DEPARTMENT TRUCK

Mr. Kelly outlined the report.

It was moved by Councillor Merrigan, seconded by Councillor Reid

"THAT the tender submitted by Metalfab Limited in the amount of \$123,000.00 with options in the amount of \$3,047.00 for a total of \$126,047.00 be accepted for the purchase of a new Class "A" Triple Combination Pumper."

Councillor Merrigan stated he wished to make it clear that nothing was said with respect to an area rate in Beaver Bank. He stated he assumed this money would be made available to the fire department and paid back by an area rate.

Warden Lichter asked if there was an application for a loan.

Councillor Merrigan stated an application did not go in. He suggested that a loan be approved at present.

It was moved by Councillor Merrigan, seconded by Councillor Reid

"THAT the tender submitted by Metalfab Limited in the amount of \$123,000.00 with options in the amount of \$3,047.00 for a total of \$126,047.00 be accepted for the purchase of a new Class "A" Triple Combination Pumper.

AND FURTHER THAT the Municipality approve a loan advance to the Beaverbank Fire Department in the amount of \$126,047.00 repayable with principle and interest over a ten (10) year period with Council reserving the right to levy an area rate in default of principle and/or interest repayment."

MOTION CARRIED.

TENDER, LAKEVIEW ACRES

Warden Lichter advised of a letter he received today with respect to this item. He advised he also received a fax submitted by Mr. Chester E. Robinson with respect to the same item. He read the fax to Board Members. Mr. Robinson indicated in the letter he was turned down by Mr. G. J. Kelly with respect to making a

presentation to the Executive Committee in reference to this tender and was, therefore, making a formal request to speak to Council before they voted on the awarding of this project.

Deputy Warden Ball stated he did not think Mr. Kelly should receive the blame for not allowing Mr. Robinson to speak at Executive. He stated Mr. Kelly had spoken to him and he felt the Executive Committee had dealt with this matter. He stated he advised Mr. Kelly if Sun Construction chose to speak, they should ask the permission of Council. He repeated Mr. Kelly did not act on his own in denying this individual to speak. He stated this was a decision he, himself, felt was appropriate at that time.

Warden Lichter asked if Council wished to hear the presentation. Agreed. Mr. Robinson was not present.

Councillor Eisenhauer stated the points indicated in the letter received were different than those in the staff report. He requested Mr. Wdowiak to explain the contents of the letter. He also questioned the reasons the lowest bid did not receive the tender.

Deputy Warden Ball advised this item was brought forward at the Executive Committee meeting. He stated there was a \$1,000 difference between Sun Construction and Stewiacke Construction. He stated the Engineering Department were not satisfied with the work of Sun Construction in the past. As a result, they recommended Stewiacke Construction be awarded the tender which was a \$1,000 differential. He stated he did not think it was anywhere advertised that the lowest bidder would always be chosen. He stated if that was the case, a couple of fire truck tenders were awarded to bidders in excess of \$10,000 over the lowest bidder.

Warden Lichter stated Deputy Warden Ball's recollection was correct. He also said the Solicitor may wish to advise Council whether or not any advertisement that states that the lowest Tender is not necessarily accepted, is clear.

Mr. Crooks responded that the courts have indicated that those words don't always mean precisely what they say and the tendering process carries with it an implication that everything else being equal the lowest bid will be accepted. But if for example in a specific set of facts there is concern about the competency or the capability of the low bidder to perform the contract according to specifications and if there is good and solid reason for the making of that judgement then the owner, in this case the Municipality, is entitled to look to another bidder; in fact concern exists, and very briefly from what I understand from Mr. Wdowiak's analysis of the circumstances there is a concern about the capability of this contractor to perform the contract as specified.

Councillor Eisenhauer stated it was to his understanding this was not brought to the Contractors attention until after the tender was received. He stated Mr. Robinson could have been ruled out in advance.

Mr. Crooks responded it would be difficult to rule an individual out in advance of the tendering process.

Councillor Fralick asked if the individuals who were supposed to speak at the Council Session could have assumed the meeting started at 7:00 p.m. as opposed to 6:00 p.m.

Mr. Robinson was in attendance at this time.

Mr. Robinson indicated he thought matters in this regard were being rushed. He stated he had been rushing around all day trying to obtain additional information in order for Council to see who Sun Construction was. He stated this company had been in business since 1972. He advised he contacted all contractors who submitted a bid for this job except for Stewiacke and the bidder located in Amherst. He stated the contractors signed a paper indicating that Sun Construction should have this contract. He stated he did this to show that it was the feeling of all contractors who submitted bids. He stated Halifax County Council could come up with all the reasons they wanted why he should not receive the tender, but the public usually found out what was right and what was wrong. He stated Politicians seemed to do what they wanted, sometimes right and sometimes wrong. He stated he asked for permission to speak at the Executive Committee meeting held which he never heard anything about. He stated he never heard anything with respect to permission to speak here either.

Warden Lichter responded he received the fax from Mr. Robinson with respect to a presentation an hour and a half ago.

Mr. Robinson responded it was Halifax County's problem how fast they received a fax. He stated the fax was forwarded at noon.

Warden Lichter stated Council did not sit until 6:00 p.m. He stated he did not get an opportunity to ask Council whether they agreed to hear Mr. Robinson's presentation or not. He stated if he had received a fax at 12:00 noon as Mr. Robinson indicated, he still could not make the decision whether Council would allow him to speak.

Mr. Robinson stated the Executive Committee were the individuals who made the decision to approve the second bidder. He stated if representatives of Sun Construction would have been given the opportunity to speak at they Executive Committee meeting held, they would found out what was going on.

Deputy Warden Ball stated Mr. Robinson through Mr. George Oickle made a request to Mr. Kelly to speak before the Executive Committee. He advised he discussed this with Mr. Kelly in which he, himself, felt the Executive Committee had made its recommendation to Council. He stated he asked Mr. Kelly to relay this message and that if the parties would like, they could request through the Warden to address Council. He stated this was the contact made with Mr. Oickle. He stated there was also a lady who called him on the telephone the previous evening who wanted him to have a copy of a letter before Council commenced in which she wanted to hand deliver to him, as she could not get it in the mail on time. He stated he suggested that she drop the letter off at the Municipality Building on Dutch Village Road. He stated he suggested that she send the letter as early as possible. He stated she asked him when the Warden would be in, in which he indicated to her he usually was in at 8:30 a.m.. He stated he suggested that she take that letter to the Warden outlining the concerns of Sun Construction and request an opportunity to speak at Council. He stated the process was followed. He stated the Executive Committee made a recommendation to Council based on the facts they had. He stated Council makes the final decision. He stated nothing out of line occurred.

Mr. Robinson stated Sun Construction would not have found out about this if they had not called to find out what was going on with the tender. He stated George Oickle talked to Ed Wdowiak in which Mr. Wdowiak indicated there was no problem with Sun Construction's Tender. If there was, Ed Wdowiak was to get back to them.

Mr. Wdowiak referred to the first paragraph of the letter Council received from Sun Construction. He stated this said that George Oickle spoke to Mr. Wdowiak and was told that everything was in order and that Sun Construction would be contacted if further information was required. He stated they were processing the bids being reviewed. He stated he did not believe that the phrase that "everything was in order" was used. He stated the only indication given was that this was being reviewed by Staff.

Mr. Wdowiak referred to the second paragraph of the letter. The letter indicated Mr. Oickle spoke to Mr. Wdowiak and was told that the County would have overlooked the omission of the Agreement to Bond with the tender if it had not been for a previous experience with Sun Construction. He stated this again was not correct. He stated it was indicated to Mr. Oickle that he had some serious reservations with respect to a previous experience in reference to Sun Construction re a water and sewer project. He stated he had indicated to him, at that time, that even if all of the requirements of the tender package had been adhered to, he would still make a recommendation to the Executive Committee that Sun Construction's bid not be accepted. The requirements of the tender

package was one of the components with an agreement to bond which was asked for. It was requested, specifically, in an addendum to the tender documents. He stated it was made quite clear to the contractor. He stated the distribution of the tender packages was carried out by the Purchasing Department and not the Engineering & Works Department. He stated Mr. Robinson was fully aware that past work carried out by Sun Construction was not satisfactory to the Engineering & Works Department. He stated the project at that time was a small job. He stated deficiencies at that time were not carried out until a year later. He stated to complete the deficiencies, an addition of \$1,000 was paid to another contractor to do the job. He stated this did not account for Staff's involvement.

Mr. Robinson stated he could not recall all of the items with respect to Third Lake as mentioned. He stated his company did experience problems at Third Lake at that time. He stated with regard to cleaning up the deficiencies, he felt his company did more at that time than they should have. He stated Halifax County also called another tender and asked Sun Construction to bid on a tender to correct the deficiencies there at that time. He stated if they were not satisfied with Sun Construction, why would they ask them to bid on another tender for the same job. He stated with respect to correspondence from Halifax County, he did not see any correspondence indicating that the job would not go to Sun Construction. He stated hopefully the individuals could explain why. He stated all he has heard is rumours and gossip. He stated this was no way to run a place. It was no wonder he was dissatisfied. He referred to the contractors who felt he should have been awarded the tender. He stated this matter was turned over to a lawyer with respect to the agreement to bond. He stated this was an oversight by their Bonding Company. When they found out about it, the bond was forwarded to the County. He stated Halifax County had to have a reason to give this tender to a second bidder. He stated the lawyer explained in a letter forwarded that even if there was not an agreement to bond, Halifax County had in their possession a bid bond equal to 10% which was equal to the certified cheque asked for. He stated he did not understand why Halifax County asked for two bonds when most companies only asked for one.

Warden Lichter stated Mr. Robinson indicated that the Councillor did not write to him informing him that he did not get the contract. Warden Lichter stated the contract had not been decided as yet. He stated a recommendation from the Executive Committee was forwarded to this Council but a final decision was not made. He stated this was Council's responsibility.

Mr. Robinson stated he was referring to Mr. Wdowiak's remarks. He stated it sounded like Mr. Wdowiak was saying that Sun Construction

had been informed of this situation in details. He stated they did not receive any details.

Warden Lichter stated in view of what Mr. Robinson was indicating, this issue was in the hands of a lawyer. He stated if that was the case, the Councillors and Warden were present to protect the Municipality. He stated he was not prepared to discuss issues in a public form if the matter was in the hands of a lawyer. He stated it would then be up to the lawyers and courts to sort this matter out. He stated if Mr. Robinson was taking action against the Municipality, Members of Council should proceed with the rest of their work rather than debate items that belonged to court.

Mr. Robinson responded no action had commenced as yet. He stated the job had not been awarded to Stewiacke Construction. However, if the job was awarded to the second bidder, he would ask the lawyer to commence action against Halifax County.

Councillor Boutilier referred to the recommendation to Council. He questioned action taken at the Executive Committee meeting.

Warden Lichter responded there was public records available indicating what the Committee had done.

Councillor Boutilier stated Stewiacke Construction was being recommended at present. He asked what would happen if Council did not accept Stewiacke Construction at this time. He stated this would create an argument as well. He stated he was uncertain if this was the proper procedure to take.

Warden Lichter responded if Stewiacke Construction was not accepted by Council, it was not accepted.

Deputy Warden Ball stated the past two and a half years since he had been on Council, this was the process followed in every tender. He stated it was referred to as a public tender. This simply meant it was open to the public. He stated this was a process that was not unusual. He stated there had always been a recommendation to Council from Executive, and always a list of the various contractors who had bid on the tender. He stated he did not understand where Councillor Boutilier was coming from. He stated there was no decision made until Council made it. He stated he made this point very clear to the individual who contacted him the previous night. He stated Mr. Robinson was suggesting that Halifax County play by his rules or he would sue them. He stated he, therefore, wished to make a motion.

It was moved by Deputy Warden Ball, seconded by Councillor Merrigan

"THAT the contract for the construction of Lakeview Acres

Subdivision water distribution system and services be awarded to Stewiacke Construction for \$373,960 subject to the Order of Council as required by By-law 58."

Mr. Robinson stated if this was the way Council operated, next time he would not show up.

Councillor Meade stated when he talked to Mr. Robinson 12:30 on Saturday, he gave an explanation to Mr. Robinson of the workings of Council. He stated he told Mr. Robinson to come before Council on Tuesday night before 6:00 p.m. and ask the Warden if he could ask permission for him to speak. He stated now Mr. Robinson comes in 7:00 p.m.

Mr. Robinson stated Councillor Meade obviously said something wrong. He stated Councillor Meade told him to come here before 6:00 p.m. and ask the Warden. He stated if he sent a fax today at noon and Council did not receive it until an hour or so ago, that was not his fault.

Councillor Meade said he told Mr. Robinson to speak to the Warden before the meeting started. Councillor Meade referred to the job done by Mr. Robinson for the City of Halifax. He asked if there was not complications with respect to this job. He stated if Mr. Robinson referred back to his records in 1988/1989, he received a letter from the City of Halifax requesting the company not to bid on any tenders. He asked if that was correct.

Mr. Robinson responded he was speaking with an individual from the City of Halifax today and he congratulated Sun Construction on a project completed - St. Mary's Boat Club.

Councillor MacDonald stated this was a Council session not what was happening with respect to the City of Halifax, etc. He stated the Executive Committee made a decision. He stated if Council did not wish to make a decision, it should be forwarded back to Executive. He suggested that Council hear from the Municipal Solicitor as to whether Halifax County could accept the tender or not.

Warden Lichter stated Mr. Crooks indicated earlier that the next tender could be accepted if Halifax County had a good reason for not wanting to accept the tender.

Councillor Snow stated with all due respect to Mr. Robinson, he did not think the man was on trial. He stated he did not know this individual any more than he knew Stewiacke Construction. He stated the community where the project would take place seemed to have forgotten there was a District Councillor. He stated this has been ongoing for the past eight years. He stated there had been nothing but a hassle since day one to try and get this project off the

ground. He stated he had no problems with the recommendation. He stated there were residents in that area lacking water.

Councillor Richards stated when Council agreed to allow the gentleman to speak, he should be given that opportunity. He stated to make a motion during Mr. Robinson's presentation was disgusting. He stated the differences at present had to be cleared up. He felt the reaction from the Third Lake Project was being held against Mr. Robinson's company on an ongoing basis. He stated there might be good reason for that but it had not come out yet tonight. He requested that the mover and seconder withdraw their motion at the present time until Mr. Robinson had completed his presentation and excused from the podium.

Warden Lichter requested the mover and seconder to withdraw the motion for the time being. He stated this did not rule out the possibility that they would not have the freedom to make this motion again later on.

MOTION WITHDRAWN.

Councillor Merrigan stated he did not care if the Councillors appreciated the motion or not.

Mr. Robinson stated he did not mean to attack Halifax County. He stated he thought he had heard the tender would be awarded to Stewiacke. He stated if they would have not accidentally received the information, he would not be present. He stated he was present to fight for what they felt was theirs.

Councillor Bates asked if Mr. Robinson had an explanation relative to the \$30,000 contract that Halifax County seemed to be so upset about. He asked if Mr. Robinson could explain what happened with respect to that project.

Mr. Robinson stated there was a problem. He stated if Halifax County talked to any other contractors, they would also admit to having problems with certain jobs. He stated they hired a Supervisor to look after the small job. He stated it turned out the Supervisor quit which put the company in a rough situation. He stated the ground located in Third Lake was very bad. When it was suggested to Halifax County's representative that the trenches should not be filled with the same material coming out of them, they were told there was no money to put gravel in these locations. Therefore, the same material was placed back in which was like sewage once wet. He stated this created a problem. He stated the roads in that area were very small roads. He stated once a piece of equipment was placed there, the roads were blocked. He stated they ended up gravelling these roads. He stated they spent a lot of money there where he did not feel should have been done. He

stated Halifax County called another tender to fix up some of the areas which Sun Construction said they would not do. He stated they asked Sun Construction to give a price to do that work which Sun Construction did. He stated their Company was not successful. He stated that episode took place three years ago in 1988. He stated since then, his company had done close to \$8,000,000 worth of work.

Councillor Bates asked when Sun Construction completed the job for the City of Dartmouth. He asked if this would have been since 1988.

Mr. Robinson responded he thought it was done since 1988. He advised of just being awarded a contract for DCL.

Councillor Reid asked if Mr. Robinson had seen the Executive Committee minutes where the recommendation was made to Council awarding the contract to Stewiacke Construction.

Mr. Robinson stated he did not see the minutes. He had heard about it.

Councillor Reid stated if Mr. Robinson would have taken the time, he would have seen from the minutes the concerns expressed as a result of awarding that contract to the Second Bidder. He stated the Committee usually award the contract to the lowest bidder. However, there was enough concern expressed with respect to past work done by Sun Construction, they felt doing what they did was justified.

Mr. Robinson stated it would have been nice if he would have been there. He stated he asked to be there. He stated he felt this was done very secretive.

Councillor Reid stated it indicated on the tender when they would be opened.

Mr. Robinson stated when his company heard about this, they asked if they could speak before the Executive Committee. He stated they asked if there was a meeting taking place the following day in which they were told there wasn't.

Councillor Reid stated Halifax County was not as suggested earlier - crooked in awarding this tender to Stewiacke Construction for some unknown reason.

Mr. Robinson stated he did not refer to it as being crooked but wrong. He stated if Halifax County was not secretive about it, they sure were not open about it. He stated nobody told them a thing.

Deputy Warden Ball stated there was nothing secretive with respect to this matter. He stated Staff came forward with a recommendation a week Monday past. He stated the Executive Committee decided on the recommendation and made a recommendation to Council. He stated it was to his understanding Mr. Robinson contacted the Municipality on Friday to request a session with the Executive Committee. He stated the matter as far as the Executive Committee was concerned was dealt with, it was forwarded to Council. He stated he had not seen any circumstance where bidders were invited to an Executive Committee meeting.

Mr. Robinson repeated they were not invited to the Executive Committee meeting.

Deputy Warden Ball responded they did not, in the past, have bidders attend an Executive Committee meeting when dealing with the recommendation.

Mr. Robinson stated they were not given the proper guidance. He stated this was creating the problem.

Deputy Warden Ball stated when Mr. Robinson made a few statements that Mr. Wdowiak should be able to address before making motions with respect to the tender.

Mr. Ed Wdowiak stated allegations made with respect to things being kept secretive, etc. was absolutely incorrect. He stated at the time of the public tender opening, he was not present, but the standard procedure was that the individuals in which submitted bids to the Municipality could have chosen to be present as advertised in the ad. He advised the bids were received. A deficiency with this tender was noted with respect to the requirements, but not rejected. He advised the tender documents were then reviewed by Staff and a recommendation was made to the Executive Committee. He advised when the recommendation was accepted by the Executive Committee at that time, the coordinator was requested to advise the various contractors including Sun Construction what that recommendation had been. He stated from staff's point of view, it was not easy to recommend non-acceptance of a low tender for obvious reasons. He advised those reasons were discussed with the Executive Committee and the recommendation forwarded to Council for approval. He stated his job was to report a recommendation to the Executive Committee in which he had done. He stated the Executive Committee may have overruled that recommendation. He stated the recommendation was made without any pre-selection or pre-thinking when the inquiry was made prior to a recommendation as indicated earlier. He stated Mr. Robinson was aware of the difficulties being experienced. He stated his recommendation remained at present that the tender be awarded to Stewiacke Construction.

Councillor Bates asked if the contractor was normally rejected at the time of the opening of the bid.

Mr. Wdowiak responded if there was reason for a rejection, yes.

Councillor Bates referred to the problem experienced with respect to Third Lake in 1988. He stated prior to opening the bids, Halifax County should have known they had a problem with the contractor. He asked why Sun Construction was not rejected at that time.

Mr. Wdowiak responded it was not brought to his attention until the reviewing process of the bids began.

Councillor Bates referred to the problem experienced back in 1988. He asked if it was correct that Halifax County requested Sun Construction to submit a contract again for some work relative to that particular project.

Mr. Wdowiak stated he did not have any recollection of that but he presumed if Mr. Robinson indicated that, that was correct.

Mr. Wdowiak stated the material at that time was not suitable. He stated the job was projected at that time to take approximately 21 days. He stated it took roughly 2 1/2 months.

Councillor Bates questioned the first communication from Halifax County to Sun Construction relative to the non-acceptance of their tender. He asked if it was because they had not provided the requested information with respect to the tender or because of the work done in the past.

Mr. Wdowiak responded that communication was made after the recommendation to the Executive Committee and after the Executive Committee accepted Staff's recommendations.

Councillor Bates asked what was communicated to the contractor.

Mr. Wdowiak stated it was indicated to Mr. Robinson that the tender package was not completed. The reason for recommending non-acceptance of the bid was because of difficulties that Staff had with Mr. Robinson's capabilities of being able to do this type of work.

Mr. Wdowiak advised this procedure was carried out by the Purchasing Department. He stated he was not trying to shift the blame. He stated when the department became involved in acceptance of bids, a procedure was followed and a check list used. If all of the components aren't there, the bid would be rejected.

Councillor Cooper asked if the bid bond itself was enclosed with the document.

Mr. Wdowiak responded that it was.

Councillor Cooper asked if the bid bond was submitted at the time the tender was opened, would that be considered the agreement to bond.

Mr. Wdowiak responded it would not be considered an agreement to bond as this was specifically requested. He stated there was such thing as a bid bond as well as a separate document which is an agreement to bond. He advised this was provided by the Bonding Company. He explained the purpose of this agreement to bond. He stated even if the tender was completed, his recommendation would still be to award the tender to Stewiacke Construction based on previous performance by this contractor.

Councillor Cooper asked if Halifax County had previous contracts with Stewiacke Construction.

Mr. Wdowiak responded Halifax County had previous contracts with Stewiacke Construction.

Councillor Cooper asked if Mr. Wdowiak was completely satisfied with their work.

Mr. Wdowiak responded he was satisfied with the work of Stewiacke Construction.

Councillor Sutherland questioned the recommendation.

Mr. Meech stated the recommendation was based on the fact that Halifax County was not satisfied with past work. He stated Council's decision should be clearly based on the advice of past experience. He stated at a \$1,000 differential, why take the risk.

Councillor Richards asked of all the contracts issued by tender, if any had been issued to contractors that may have had some difficulties.

Mr. Wdowiak referred to the question asked with respect to the work of Stewiacke Construction. He stated completely satisfied meant perfect and nobody was perfect. He stated difficulties had been experienced with contractors but not to the extent of this past project.

Councillor Richards stated this contractor was in business for many years. He stated he did one job valued at \$30,000 which was unsatisfactory. He felt Halifax County were hanging Mr. Robinson

because of one job done unsatisfactorily. He stated Mr. Robinson explained the difficulties experienced with the Supervisor at that time. He stated he was not pleased with this approach.

Councillor Boutilier asked Mr. Wdowiak at what point could Sun Construction have been notified they were not being recommended for the successful bidder.

Mr. Wdowiak responded they could have been notified when the staff report was received or prior to a report submitted to the Executive Committee.

Councillor Boutilier asked why that could not have been done.

Mr. Meech responded the procedure followed was the correct one unless Halifax County had some specific reason to reject the acceptance of that tender. He stated the report was forwarded to the Executive Committee which was open to the public. The final decision is not made there but at least at that point and time, staff's position becomes known. This allows the contractor to appeal the final decision. He stated he had no difficulty with this procedure. He stated competitive bids were received. He stated problems had been experienced with this particular project. He stated his point of view was because of \$1,000 differential, why take the risk.

Councillor Boutilier stated Halifax County knew Mr. Robinson would not get the tender. He asked why he was not told upfront.

Mr. Meech felt Halifax County Council would presently be in the same position if that was the case.

Councillor Boutilier felt this could have been different. He could have been directed through the proper channels.

It was moved by Councillor Merrigan, seconded by Deputy Warden Ball

"THAT the contract for the construction of Lakeview Acres Subdivision water distribution system and services be awarded to Stewiacke Construction for \$373,960 subject to the Order of Council as required by By-law 58."

Deputy Warden Ball stated Council made the final decision regardless of what Staff indicated to the contractor or Executive.

Councillor Bates stated he had been dealing with contractors his entire life. He stated he did think Halifax County would find a contractor around that did not have some dispute with some level of government with respect to work done. He stated contractors always were in an argument with Engineers. He stated Mr. Robinson should

have been given due consideration. Councillor Bates stated he was not satisfied to turn this over to Stewiacke Construction. He stated he would not be supporting the motion.

Councillor Snow referred to the Lakeview Water Distribution System report located in the Executive Committee Report. He stated the work should have been approved first before the tender was awarded.

Warden Lichter requested Deputy Warden Ball and Councillor Merrigan to withdraw their motion until this was approved.

MOTION WITHDRAWN.

It was moved by Councillor Snow, seconded by Councillor Merrigan

"THAT the Lakeview Water Distribution System with hydrants and services to the 56 lots be constructed."

MOTION CARRIED.

It was moved by Councillor Merrigan, seconded by Deputy Warden Ball

"THAT the contract for the construction of Lakeview Acres Subdivision water distribution system and services be awarded to Stewiacke Construction for \$373,960 subject to the Order of Council as required by By-law 58."

Councillor Reid asked how many times Halifax County refused to pay holdbacks to contract companies since 1988.

Mr. Wdowiak responded to his knowledge, none.

Councillor Snow advised of the problems which occurred while Sun Construction was working on Third Lake. He stated Sun Construction at the time were not cooperative with residents. He stated tractors, etc. were stuck on people's properties for long periods of time.

MOTION CARRIED.

13 IN FAVOR.

6 AGAINST.

FORMER WELLINGTON GREEN SCHOOL, WELLINGTON

Mr. Kelly outlined the report.

It was moved by Councillor Snow, seconded by Councillor MacDonald

"THAT the Fall River and River Lake District Lions Club's proposal be submitted to Council for approval, subject to the

club agreeing to demolish the old Brown School in which they presently hold a lease with Halifax County."
MOTION CARRIED.

REFUSE COLLECTION CONTRACTORS ADDITIONAL EXPENSES, METROPOLITAN AUTHORITY STRIKE

Mr. Kelly outlined the report.

It was moved by Councillor MacDonald, seconded by Councillor Bates

"THAT the Collection Contractors be compensated by the Department of Engineering & Works for garbage collection amounts paid during the Metropolitan Authority Strike."

Councillor Boutilier asked why Metropolitan Authority would not be reimbursed for the cost.

Warden Lichter responded during the strike, the contractors listed in the report were asked to take garbage to the landfill site and not to the transfer station which is the normal place the garbage is taken. Consequently, they have added extra expenditures with respect to fuel, etc. He stated when the garbage is taken to the transfer station under normal circumstances, it costs an additional \$6.00 for Metropolitan Authority to transfer a ton of garbage from the transfer station to the Sackville Landfill Site. He stated they were not doing this time so the contractors were providing the \$6.00 service per ton. He stated the Municipality was not asked to pay the amount of \$6.00 because Metropolitan Authority charged Halifax County only the costs they have. After a rather thorough examination with the Engineering Department, Gary Smith and the Metropolitan Authority, they had come to the conclusion that the County had a saving as a result of the strike. At the same time, these particular contractors had an extra expense.

Councillor Boutilier referred to the \$6.00 mentioned. He asked if this was for Halifax and Dartmouth.

Warden Lichter responded Halifax and Dartmouth.

Councillor Boutilier expressed concern with respect to Mr. Barkhouse. He asked why Halifax County would reimburse him as he was not providing Halifax County with proper service. He asked if accurate invoices were received with respect to bills submitted. He referred to the Sackville Landfill Site and the per ton costs.

Warden Lichter stated he had discussed this item with Metropolitan Authority and the Executive Committee on two occasions. He stated at no time did he receive indication from any of those people indicating deliveries were not made to the Sackville Landfill Site.

He stated he asked Mr. Newman to work out the details for him with respect to this matter so that he knew exactly what the contractors could recommend compensation for. He stated the amounts indicated \$13,900 compared to over \$19,000 they were claiming.

Councillor Boutilier referred to Jim Marriott and Fred Marriott listed on the report. He stated to transfer 94 tons, Mr. Marriott was requesting to be compensated \$2,062.00. He stated this would work out to approximately \$21 per ton. He stated this seemed to be a little high.

Warden Lichter asked if Mr. Wdowiak could indicate how the costs were worked out.

Mr. Wdowiak stated these were submitted on the basis of dates. He advised expenditures were incurred for time and travel. He stated an analysis of the invoices was done in which the Department of Engineering & Works came to the conclusion that these expenses were fair.

Councillor Fralick stated in light of the problem encountered by the contractors at work, the monies were merely a token of the hours and problems these people had. He stated he could not see Council arguing about paying these costs. He stated it seemed to be fair. Executive sent it forward.

Councillor Richards stated he wondered why this was in front of them for discussion. He stated this motion to approve these costs came before Executive a month or more ago and was defeated. He stated concerns were expressed at that time being a) why Halifax County was interfering with Metropolitan Authority's responsibility and b) where were the monies coming from. He stated Halifax County was talking about almost \$14,000 dollars. He stated he did not plan on spending taxpayers monies on "ifs". He stated the report indicated very clear that once the Authority had gone through its budgetary process, Halifax County might receive rebate. He stated it was his understanding that this rebate money would be the money used to compensate these contractors. He stated if it is not, where were the monies coming from. He stated he did not understand why Halifax County was spending money they did not yet have and had no guarantee that they would receive. He stated this item was duly deliberated in early June at Executive and was rightfully defeated. He stated he did not understand why this was before Council at present for approval. He stated Halifax County should not be interfering with Metropolitan Authority's responsibilities. He asked if the contractors were requesting the money or if an individual from the Halifax County structure felt these individuals should be compensated. He stated some contractors were not servicing Halifax County properly. He stated this motion would definitely not receive his vote. He reiterated he was amazed this

item was back before the Councillors for discussion.

Warden Lichter gave an explanation to Councillors that, if the recommendation to this Council was, "give to those garbage contractors that you are in love with, money, but not to the others that you dislike", this would create a problem. He stated when the number of tons of garbage was looked at that had to be delivered to the Landfill Site, the extra distance and extra cost, he received a number of telephone calls from the garbage contractors. He stated the telephone calls were somewhat threatening. Some indicated they might consider withdrawing services. He stated almost 2 3/4 years had expired of the 3 year contract. He stated most of those people have gone out of their way to serve Halifax County Municipality in a way it should be served. He stated some had done a great deal and more. He advised the City of Dartmouth, Bedford, etc. had clauses in their garbage contracts that said that the unit must compensate for extra work that the garbage contractors do. He stated Halifax County did not have this kind of clause. He felt Halifax County got their money's worth from most of the contractors. He stated he would make no apologies for bringing this back to the Executive Committee for consideration.

Councillor Richards asked Warden Lichter to explain where monies would come from.

Warden Lichter responded the money was definitely coming from Halifax County's savings as they did not have to pay for disposal costs during the strike.

Councillor Richards asked if Warden Lichter had this money.

Warden Lichter stated Halifax County did not pay this money because Metropolitan Authority did not bill them for it.

Councillor Richards asked if at the end of the year, Halifax County could be charged the full amount.

Warden Lichter stated he could not guarantee this. He stated Metropolitan Authority would be under budget.

Councillor Richards stated if at the end of year, Metropolitan's Authority's Budget did not look as though it did today, Halifax County would not save anything.

Councillor Bates responded the money was already saved because it had not been billed to Halifax County.

Councillor Richards stated the letter indicated from the Metropolitan Authority if all expenditures were on target. He stated he wanted to see the money before it was spent. He stated

Halifax County did not have it and had no guarantee if they would receive it. He stated he did not agree with this. He stated at the end of the year, Metropolitan Authority could come back and say this did not work out like they thought.

Councillor Bates stated in actual fact, the Metropolitan Authority incurred less expense. He stated the less expense was being turned over to the Municipalities. He stated the money was already in place.

Councillor Fralick stated he had never heard of anything quite like this. He asked who Halifax County had the contracts with for the garbage - Halifax County, Halifax or Metropolitan Authority.

Warden Lichter responded Halifax County Municipality.

Councillor Fralick stated he could not believe Halifax County would put these people through the "ropes" like this.

Councillor Eisenhauer stated he was supporting this. He did not feel Halifax County had the funds to carry additional loads. However, these contractors should be paid. He stated they were carrying a double load. He felt Halifax County should pay interest on the amount submitted. He stated these individuals had done an excellent job where Halifax County could have been in a real mess.

MOTION CARRIED.

Councillor Boutilier moved that the Engineering & Works Department be instructed that the next Halifax County contract for garbage include a clause that there will be no additional costs incurred to contractors during strikes.

Mr. Fred Crooks advised the contract did not oblige the Municipality to do something like this. He stated there was no legal obligation to reimburse expenses in these circumstances.

Councillor Boutilier stated he hoped Metropolitan Authority was in a good enough position to reimburse these monies to contractors.

Warden Lichter stated Metropolitan Authority would not reimburse Halifax County for anymore that what the expenses were.

CAPITAL PROJECT FUNDING

Mr. Meech outlined the report. Mr. Meech advised Council had a copy of a report forwarded to the Executive Committee on July 2, 1991 with respect to bringing Council up to date as to what the Province's reaction had been to Halifax County's application for funding for the Humber Park Sewer Connection extension as well as

the Cherrybrook Water Extension. As indicated, the Province has taken the position that the Caldwell Road Project infrastructure associated with the agreement negotiated with the Indian Band Council was a high priority of the local MLA and the Province.

He stated as a result of this, they should take the position that Halifax County should use this to get a commitment for cost sharing for the Mill Cove Sewage Treatment Plant Expansion as well as acquire an undertaking from the DOT that they are prepared to do the sidewalk storm sewer project in 1992 on Caldwell Road. As well, that Halifax County have the ability to go ahead with all three of these projects i.e. Humber Park, Cherrybrook, and Caldwell Road on the basis that the Department would commit funding to Halifax County over the next two years.

He advised since that time, he asked permission to table a report illustrating the financial implications of these proposed projects. He stated this report was tabled last evening. He stated this was saying with regard to the projects that Halifax County have now committed themselves to as well as the ones presently under consideration, that Halifax County were looking at somewhere in the vicinity of a total cost of \$16,000,000. He stated to the environmental services on the assumption the work went ahead today, not taking into consideration increased development or assessment over the next few years, that Halifax County would have to provide an additional 5.8 cents per \$100 of assessment to look after these additional commitments. Also, an additional commitment of 1.6 cents on the general operating budget with regard to debt charges related to the Capital Grant Program. He stated this was assuming a 50% cost share arrangement from the Province would be obtained with respect to Mill Cove. He stated the impact on the general operating funds would be an additional .009 or 2 1/2 cents per \$100 of assessment. He stated in this report with respect to the funding implications, Halifax County was attempting to clarify the policy the Councillors adopted in 1987 with respect to the type of projects grant allocations would apply to. He stated this would make it clear it was related to the capital costs associated for new serviced areas, expansions, or extensions. He referred to the Mill Cove Treatment Plant as an example. He stated the policy would apply here as well, 30% of the cost would come from the Environmental Services rate as opposed to billing this back to the individual property owners. Mr. Meech indicated with the present commitments Halifax County had, Halifax County were looking at 10 to 15 years. He stated they had proportioned 70% to the general fund and 30% to the respectful districts. He suggested this be 80/20 respectfully.

He indicated with respect to the report included in the agenda, a meeting would be organized for the Warden, and representatives of the Minister to specifically discuss cost sharing relative to Mill

Cove. He stated their advice is that they do not see a connection between the Mill Cove, Humber Park, Cherrybrook and Caldwell Road Projects. However, they had reiterated that the Caldwell Road Project was of high priority. If Council was prepared to go ahead in 1991 with the Caldwell Road Project, they were prepared to recommend to the Minister that Halifax County also receive the cost sharing as indicated in the report for the Cherrybrook and Humber Park Projects. However, the Mill Cove Treatment Plant Expansion would have to be dealt with at a later date on a separate occasion.

Councillor Sutherland stated it looked to him Halifax County were in a trade off position. He stated he would feel more comfortable if priorities would be established by Staff and brought forward, negotiating the trade off afterwards.

Councillor Bates stated the Humber Park and Cherrybrook Projects were of particular concern to him. He stated in relation to the Humber Park Project, Halifax County did not require any funding from the Province. He stated Halifax County Council approved the total package six months ago. He stated when the submission was made relative to the Cherrybrook Project, the Province was asked to participate. He advised of letters from the Department of Engineering & Works in which he had made individuals from the community aware of. He stated the letters indicated that they had participated a tender call towards that project by October 1, 1991. He stated Council, as well, approved the Cherrybrook funding back in early June. At that time, the only thing indicated to the residents was the only thing holding up the project was participation from the Province. He stated the Province came back requesting that the section of the Caldwell Road servicing be completed. He stated he was very disappointed with the Humber Park and Cherrybrook Projects being held up until the agreement with respect to Caldwell Road by the Province was approved.

It was moved by Councillor Bates, seconded by Councillor Richards

"THAT in accordance with the wishes of the Province, that Halifax County Council proceed with the Humber Park and Cherrybrook Projects with no conditions other than the condition that the Province provide their portion of the funding for 1991, 20% towards the Humber Park Project, 35% towards the Cherrybrook Project and 35% towards the Caldwell Road Project as indicated in the report."

Warden Lichter asked if this motion was deleting A from the report for the time being.

Councillor Bates responded not necessarily.

Councillor Deveaux questioned clarification on the motion.

Warden Lichter stated the Province offered the Municipality a package deal including Caldwell Road, Cherrybrook and Humber Park. He stated what order these projects were completed was not important.

Mr. Meech stated Halifax County was approving Caldwell Road clearly on the condition that the Humber Park and Cherrybrook Projects received funding from the Province.

MOTION CARRIED.

Mr. Meech outlined the report from the Executive Committee.

He stated the Executive Committee recommended to Council for approval the Capital Project Funding Program with the inclusion of the following conditions:

- A That the Province commit to a cost-sharing formula re: Mill Cove Sewage Treatment Plant expansion;
- B That the Province, via the Department of Transportation and Communications commit to undertake the Caldwell Road sidewalk, storm sewer project in 1992 so we may treat this particular project as phase 2 of the overall project for Caldwell Road;
- C That the Department of Municipal Affairs agree to commit the respective percentages as indicated with the Municipality having the ability to proceed immediately with all three, or any combination, of the understanding that the Department's contribution will be directed to the Municipality in the fiscal year 1991/92, 1992/93.

He stated these recommendations should be dealt with with respect to the existing policy. He stated the Capital Grant Fund to which these monies would be forthcoming did not contain sufficient funds. Therefore, Halifax County would have to borrow the monies on a long term debt basis. Thirdly, the report was suggesting a 80/20 deal.

Deputy Warden Ball stated this was deferred to Council for discussion. He suggested this be deferred back to the Executive Committee based on the information received.

Councillor Cooper asked what the intention of this report was at present. He asked if the intention was that this be discussed as part of the previous capital project funding. He stated a motion was passed a couple of minutes ago taking into consideration a long term solution.

Councillor Merrigan stated the motion presently made was to complete the projects mentioned. He stated it was not decided when

these projects would be completed. Funding had to be determined. He stated this funding should be referred to the Executive Committee.

Councillor Reid stated he thought this financial information was important to Council and, therefore, they should have it when making this decision. He stated there were certain things in the three recommendations that had to be dealt with and discussed by the Executive Committee. He stated it was his understanding this would be done at the next Executive Committee meeting.

Councillor Bates stated the Caldwell Road, Cherrybrook and Humber Park Projects already were passed through Council. He stated Halifax County was presently waiting for the Province's participation. He stated it was hoped tenders would be called on these projects.

Mr. Meech responded tenders would be called when officially advised by the Province that they were willing to provide the cost sharing as indicated.

Councillor Cooper asked if money was not authorized for the Caldwell Road project.

Mr. Meech responded not previously until this evening.

Councillor Cooper questioned the cost sharing.

Mr. Meech responded the Province would cost share 35%, the Municipality 35% and 30% from the respectful property owners.

Councillor Cooper stated he thought Council would determine some type of strategy. He stated Council have very quickly just added an additional \$900,000 to the budget. He stated not enough consideration was given.

Councillor Bates stated the Caldwell Road project was not new to Council. He stated this was discussed at least four times. He stated every Councillor was aware of the serious health problem there. He stated they were satisfied with the 35% they would receive from the Province. He stated he did not see where anyone could say Council just slipped this through.

Councillor Cooper stated it was to his understanding, the Indian Band agreed to pay the cost of their servicing.

Councillor Bates responded that was correct.

Warden Lichter stated this was not the Millwood Reserve, this was to serve Caldwell Road beyond the Millwood reserve.