



SPECIAL COUNCIL AGENDA

March 19, 2020

Immediately following the 7pm Public Hearing
Mahone Bay Legion – 21 Pond Street

Call to Order

1 Approval of Agenda

2 Consideration of Development Agreement

2.1 Public Hearing Report – Request for Development Agreement – March 19, 2020

2.1.a Draft Development Agreement – MacLeod Group Health Services Ltd.

3 Town response to COVID 19

4 Temporary Borrowing Resolution

4 Adjournment

The Town is making an effort to be proactive in response to the COVID-19 issue.

While the Public Hearing is time sensitive and will go ahead as planned, please remember that you always have the option to submit comments to the Public Hearing in writing at clerk@townofmahonebay.ca.

Written comments can be also be placed in the drop box beside the door to Town Hall.

All comments received will be entered into the Public Hearing record.

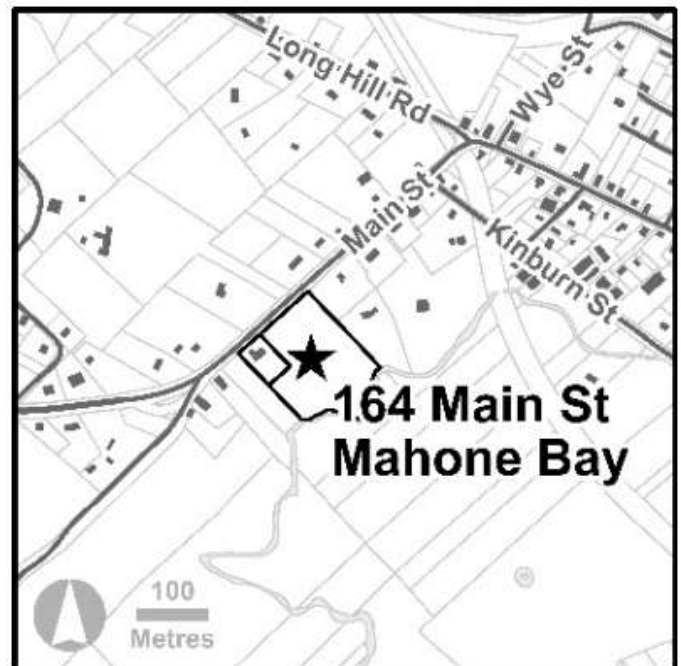
NOTICE OF PUBLIC HEARING

In the matter of the Municipal Government Act and the Town of Mahone Bay

TAKE NOTICE THAT on February 27, 2020, the Council of the Town of Mahone Bay gave notice of its intention to enter into a Development Agreement with MACLEOD GROUP HEALTH SERVICES LIMITED, owner of property on Main Street (PIDs 60594827, 60374766 & 60420668). The purpose for the Development Agreement is to facilitate the construction and operation of a nursing home and assisted living facility.

A PUBLIC HEARING on this proposal will be held by Town Council at the Royal Canadian Legion Branch 49, 21 Pond Street, Mahone Bay on Thursday March 19, 2020 beginning at 7:00 p.m. The purpose of the Public Hearing is to receive written and verbal submissions from the public on this proposal.

A SPECIAL COUNCIL MEETING will be held immediately following the public hearing where Town Council may vote on the matter discussed.



Copies of the draft Development Agreement together with the related staff report are available from Mahone Bay Town Hall during normal office hours. For further information, call 902-624-8327 or 902-275-2599.

Maureen Hughes,
Town Clerk

MACLEOD GROUP HEALTH SERVICES LIMITED, of the County of Antigonish in the Province of Nova Scotia, a body corporate having its head office in the Town of Antigonish and in the province of Nova Scotia, hereinafter called the “DEVELOPER”

-AND -

OF THE SECOND PART

AND WHEREAS the DEVELOPER has submitted a proposal to construct and operate a Nursing Home (8,140 sq. m.) and Assisted Living Facility, hereinafter called the NURSING HOME, on the PROPERTY, including use of the existing dwelling identified as 164 Main Street and outdoor recreation amenities such as trails, gazebos, viewing platforms and other related accessory structures;

AND WHEREAS the exterior appearance and design of the NURSING HOME shall be as shown on Schedule "D" BUILDING DESIGN.

AND WHEREAS the property described in Schedule “A” PROPERTY DESCRIPTION is situated in an area which is both designated Residential on the Land Use Designation Map of the Municipal Planning Strategy and zoned Residential (R) on the Zoning Map of the Land Use By-law;

AND WHEREAS the Council of the TOWN, by resolution passed at the meeting on the ____ day of ____, A.D. 202__, approved the execution of this DEVELOPMENT AGREEMENT by the Town;
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the foregoing recitals and for other goods and valuable consideration the parties hereto agree as follows:

- 1.1. The TOWN hereby agrees that a Development Permit may be issued to the DEVELOPER for the Proposed Development subject to the terms and conditions of this Development Agreement;
- 1.2. Nothing in this Agreement shall exempt the DEVELOPER from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force within the TOWN, including the Building By-law, or from obtaining any Federal, Provincial or Municipal license, permission,

permit, authority or approval required thereunder including any permission required under the *Fire Prevention Act* and the *Environment Act*.

2. USE OF LAND

Subject to Clause 12 below, the DEVELOPER undertakes to ensure that the use of the lands described in Schedule “A” PROPERTY DESCRIPTION attached hereto shall be as follows:

- 2.1 The construction and operation of a Nursing Home including office space, storage, food services, laundry services, parking areas and other ancillary features to serve residents of the NURSING HOME in compliance with the following:

	Use:	Area
Main Structure	Ground Floor: office, staff room, security, food services, laundry services, hair salon, physio office, multi-purpose room, storage, mechanical and other ancillary services directly serving residents of the NURSING HOME.	1909 sq. m. (20,545 sq. ft)
	2 nd & 3 rd Floors: 48 private resident rooms per floor (96 total) including nursing stations, lounges, kitchenettes, and storage space.	2 nd Floor: 3,004 sq. m. (32,326 sq. ft) 3 rd Floor: 3,070 sq. m. (33,045 sq. ft)
	Exterior Balconies & Patios: Ground Floor Patio, 2 nd Floor Rooftop Patio & 3x communal resident balconies	Total Outdoor Patios and Balconies: 333 sq. m (3,581 sq. ft.) Ground Floor Patios: 114 sq. m (1,220 sq. ft.) 2 nd Floor Balconies and Rooftop Patio: 154 sq. m (1,652 sq. ft.) 3 rd Floor Balconies: 67 sq. m. (719 sq. ft.)
Existing Structure (164 Main Street):	Temporary Construction Office & accommodations, to be converted to: Assisted living (8 beds). with wheelchair accessible front entrance ramp to be built upon conversion to Assisted Living.	227 sq. m. (2,436 sq. ft)
New Accessory Structures	Must be accessory to the Institutional use	No limit, in compliance with Part 2.2 and 2.4

- 2.2 Expansion of the institutional use to structures other than the existing structure located at 164 Main Street and the NURSING HOME, shall require amendment to this Agreement;
- 2.3 Creation of a public trail system including benches, viewing areas and bridges as required to provide views and access to Ernst Brook for passive recreational purposes;
- 2.4 Notwithstanding 2.2, accessory structures and features directly associated with the NURSING HOME shall be permitted without amendment to this Agreement and subject to provisions of the Mahone Bay Land Use By-law, except that any accessory structures not shown on Schedule “B” PLOT PLAN shall maintain a minimum setback from all property boundaries of six (6) meters.

3. PERIOD OF CONSTRUCTION

- 3.1 The DEVELOPER undertakes to ensure that the development of the PROPERTY shall be completed as described in this Agreement within thirty-six (36) months from the date of the Development Permit issued in accordance with this Agreement;

3.2 Construction work on the property shall conform with the following:

3.2.1. Monday – Friday: Work shall not begin earlier than 7:00 a.m. and shall not continue past 8:00 p.m.;

3.2.2. Saturday (September through June): Work shall not begin earlier than 7:00 a.m. and shall not continue past 8:00 p.m.;

3.2.3. Saturday (July and August): Work shall not begin earlier than 8:00 a.m. and shall not continue past 5:00 p.m.;

3.2.4. Sunday: No work shall be undertaken.

3.3 That during construction, the DEVELOPER shall utilize silt fences, hay bales and other control measures to mitigate the impact of construction on the local landscape and the impact of any runoff flowing into Ernst Brook;

3.4 That during construction, the DEVELOPER shall utilize best practices standard to the construction industry to prevent the raising of dust and shall endeavour to minimize impacts on surrounding properties as a result of construction.

3.5 That during construction, the DEVELOPER shall retain a three metre buffer along the Eastern property line shared with PID 60374709 and will install a construction fence or equivalent in accordance with building permit requirements. Additional screening may be affixed to this fence by the property owners of PID 60374709.

4. STRUCTURES

The DEVELOPER undertakes to ensure:

4.1 That the structures shown on Schedule “B” PLOT PLAN constitute a comprehensive development plan for the PROPERTY;

4.2 That the maximum height of the NURSING HOME shall be sixteen (16) metres as measured by the Mahone Bay Land Use By-law;

4.3 That the location of the NURSING HOME shall maintain the following setbacks from exterior property lines:

- Six (6) meters from the Side (western) property line with PID 60374774;
- Twenty-five (25) meters from the Front property line with Main Street;
- Thirty-five (35) meters from the Side (eastern) property line with PID 60374709;
- Sixteen (16) meters from the Rear property boundary with Ernst Brook.

4.4 That the maximum height of all other structures on the PROPERTY shall be limited to ten (10) meters as measured by the Mahone Bay Land Use By-law;

4.5 That all outdoor areas used for equipment or waste storage shall be screened from view by an opaque fence with a minimum height of two (2) metres;

4.6 That the appearance of the NURSING HOME, shown on Schedule “D” BUILDING DESIGN, shall conform with the following:

4.6.1. Varied massing shall be exhibited through a series of peaked and flat rooves;

4.6.2. A variety of siding materials applied in a manner that pays homage to the historic aesthetic of Mahone Bay through use of shake shingles, board and baton and similar materials, complimented by modern design elements and materials;

4.6.3. That substantial alterations from Schedule “D” shall require an amendment to this Agreement;

4.7 That any accessory structure greater than fifty (50) square meters shall conform to the provisions of 4.6.

5. SIGNS

The DEVELOPER undertakes to ensure:

- 5.1. That commercial signage on the PROPERTY shall be limited to:
 - 5.1.1. One Ground Sign, to a maximum of 30 sq. ft per side;
 - 5.1.2. One Flat Wall sign, in compliance with the Land Use By-law;
- 5.2. Illumination of signage will be permitted to provide visibility to the signs after dark. Any illumination shall be of low intensity and low impact and shall be designed and installed so as to reduce or eliminate impact on neighbouring properties;

6. LIGHTING

The DEVELOPER undertakes to ensure:

- 6.1. That exterior lighting at the PROPERTY shall conform with the Exterior Lighting Plan, Schedule “E” of this AGREEMENT.
- 6.2. All lighting shall be downcast and make use of shielding to minimize upward and horizontal impact
- 6.3. Roadside lighting will be in cooperation with the Town via overhead streetlight or lamppost consistent with other installations along Main Street
- 6.4. Overhead Lighting intended to be used at pedestrian crosswalk, main entrance, loading bays and if necessary at roadside entrance shall not exceed 15 feet in height;
- 6.5. Overhead Lighting shall be located at least 40 feet from the eastern property boundary.

7. ON-SITE PARKING & ACCESS

The DEVELOPER undertakes to ensure:

- 7.1. That any on-site parking spaces shall be marked or denoted through signage, painted lines or similar methods. For further clarity, all parking locations must be identifiable and easily distinguished from surrounding area and shall be installed in accordance with Part 3.1;
- 7.2. That a minimum of eighty-five (85) parking spaces (3m x 6m) be provided to serve residents, staff, visitors and members of the public as shown on Schedule “B” PLOT PLAN;
- 7.3. That all parking areas of more than four (4) parking spaces fully comply with the Land Use By-law.

8. SANITARY SERVICES

The DEVELOPER undertakes to ensure that connections to the municipal sewer system are properly functioning and are satisfactory to the TOWN. This work shall be undertaken in coordination with the TOWN regarding permitting, inspections and delivery of As-Built Drawings for all completed work in a manner satisfactory to the TOWN.

9. OPERATION AND MAINTENANCE

The DEVELOPER undertakes to ensure:

- 9.1 That all structures are maintained in good repair and in a tidy and useable state. This includes exterior finishes of the building, signage and landscaping elements;
 - 9.1.1. Further to 9.1, that any landscaping elements or Landscape Buffer Areas indicated on Schedule “C” LANDSCAPING PLAN and as set out in Section 10 below shall be maintained and replaced as necessary to fulfill the intent of creating a permanent barrier to minimize sounds and visual impacts on neighbouring properties.

- 9.2 That deliveries be limited to the hours of: 7:00AM to 5:00PM (Monday through Friday);
- 9.3 That all fans, blowers, generators, intake vents, exhaust and other major mechanical systems shall be housed within a sound insulated area of the structure, a sound insulated accessory structure or shall be proven to operate at a decibel level that is inaudible from the property boundaries as demonstrated by manufacturer specifications;
- 9.4 That all areas intended for vehicular traffic and emergency access shall be surfaced with stable materials to prevent dust from blowing onto adjacent properties, and shall be designed to allow for adequate drainage, snow removal and snow storage;
- 9.5 That any waste materials produced at the PROPERTY shall be disposed of in compliance with the TOWN's Solid Waste By-law.

10. LANDSCAPING

The DEVELOPER shall undertake to ensure the implementation of landscaping as follows:

- 10.1. The DEVELOPER shall undertake to retain and enhance the natural environment of the Development. The Developer shall do so in a manner that promotes a visually appealing residential living environment for residents, visitors and the public.
- 10.2. The Developer shall undertake to mitigate negative visual and noise impacts to the surrounding neighbourhood, paying particular attention to mitigating negative impacts to adjoining properties through enhancements to the existing environment by implementation of a Landscaping Plan, prepared by a professional Landscape Architect, as shown on Schedule "C" LANDSCAPING PLAN in accordance with Part 3.1:
- 10.3. The LANDSCAPING PLAN shall include in the Plan the following:
 - 10.3.1. Landscape Buffer Area 1 – marked as "LBA-1" - along Ernst Brook, by retaining existing greenery south of the Emergency Vehicle Access Lane and Parking Stall as per the Schedule "B" PLOT PLAN, save for the creation of a Community Access Trail as per Section 2.3 of this Agreement.
 - 10.3.2. Landscape Buffer Area 2 – marked as "LBA-2" - along the Western property line, by preserving the existing greenery in its entirety on PID 60420668 beginning at Main Street and extending South for the first 50 metres of depth into the property.
 - 10.3.3. Landscape Buffer Area 3 – marked "LBA 3" – along the Northern property line following Main Street, by planting and landscaping for visual screening of the parking area adjacent Main Street from neighbouring properties immediately north of the site, on the other side of Main Street. The screening shall be achieved by plantings of a mixture of native species that achieve a year round opacity of 66% to a minimum height of 1.5 metres within two years of the issuance of a Development Permit and to a minimum height of 2.5 metres within six years of the issuance of a Development Permit.
 - 10.3.4. Landscape Buffer Area 4 – marked "LBA-4"- along the Eastern property line shared with PID 60374709, by such measures as required to mitigate negative visual and noise impact to the adjoining property.
 - 10.3.4.1. The buffer area shall include a minimum 3.0 metre buffer between the property line and the parking areas.
 - 10.3.4.2. The buffer area shall be landscaped to provide screening at the northern extent of LBA-4 to a minimum height of 4.5 metres which shall increase to a minimum of 5.5 metres at a point where the buffer area intersects a line drawn between the residence on PID 60374709 and the nearest wing of the nursing home building and shall achieve year round opacity as follows:

- 66% to a minimum height of 2.5 metres within two years
- 66% to a minimum height of 3.5 metres in six years
- 25% from 3.5 to a minimum of 5.5 metres in ten years from issuance of a Development Permit

10.3.4.3. The buffer area shall, wherever possible, retain existing trees and natural vegetation that achieve the requirements of 10.3.4. Where additional plantings are required, a mixture of native species suitable to the Nova Scotia environment shall be used and which have lifetime growth patterns which can reasonably be expected to meet or exceed minimum requirements per 10.3.4.

10.3.4.4. Where minimum height requirements can not be achieved per 10.3.4.3, a raised earthen berm may be used from which plantings may be established.

10.3.4.5. In the event that alterations in building design or foundation elevation would reduce the effective height of screening required per 10.3.4.2 relative to the NURSING HOME, such that it would result in additional negative visual and noise impact to the adjoining property, the required screening heights per 10.3.4.2 would be equivalently increased.

10.3.5. That the remainder of the PROPERTY be landscaped through a combination of trees, shrubs, retention of natural vegetation and garden beds.

10.3.6. In the event that the TOWN deems the DEVELOPER has failed to fully satisfy the requirements of this Development Agreement within the timelines provided in its Development Agreement, the TOWN may prepare and serve notice upon the DEVELOPER advising of a violation of the terms of the Development Agreement. Such notice shall specify the nature of the violation and outline the work that must be undertaken to return to compliance. Such notice shall include a timeframe for the work to be completed. The timeframe shall be determined by the TOWN taking into consideration the urgency of the violation and the nature of the work required to return to compliance with the Development Agreement.

In the event that the remedial work has not been completed within the time specified, the TOWN may enter upon the property and undertake the work to bring the development into compliance with the Development Agreement by use of its own workforce and through a contractor. The TOWN may charge back the costs to the DEVELOPER.

11. STORMWATER MANAGEMENT

11.1. Prior to a Development Permit being issued for any work at the PROPERTY, a Stormwater Management Plan for the PROPERTY must be submitted. The Plan must confirm that the Stormwater Standard outlined in 11.2 will be maintained throughout construction and operation of the NURSING HOME. This Plan must be designed, certified and stamped by a professional engineer licensed to practice in the Province of Nova Scotia;

11.2. The Stormwater Management Plan shall include details confirming that post-development peak flows leaving the PROPERTY are equal to pre-development peak flows for a 1 in 5-year storm event. Further the Stormwater Management Plan must be designed to protect the building and surrounding parking lots from flooding during a 1 in 100-year storm event.

12. FIRE PREVENTION

12.1 The DEVELOPER takes to ensure that all aspects of the development, operation and maintenance of the structures and property is in compliance with the Fire Safety Act of the Province of Nova Scotia;

12.2 The DEVELOPER intends to connect to the TOWN water system for potable water and fire suppression systems. Should the DEVELOPER determine that the service level available from the TOWN system is not adequate to meet life-safety requirements, the DEVELOPER shall ensure a proper system is in place to provide fire protection through a combination of on-site systems including cisterns, pumps and other equipment.

13. LIABILITY

13.1. The DEVELOPER undertakes to indemnify and save harmless the TOWN from any claims, damages, expenses or costs arising out of, or in connection with, or incurred with respect to anything required to be done by the DEVELOPER in accordance with this Agreement;

13.2. Notwithstanding 13.1 the DEVELOPER shall be solely responsible for any expense, hardship or negative impact associated with the environmental conditions of the PROPERTY and any impact on private or public property that results from such conditions.

14. MINOR ALTERATIONS REQUIRING COUNCIL APPROVAL

14.1 That all matters in this Agreement not specified in Sub-clause 14.2 below shall not be changed or altered except by amendment to this Agreement in accordance with the relevant statutes; and

14.2 That the following matters are considered Minor Alterations and may be changed or altered without amendment to this Agreement but with the written approval of the Council of the TOWN provided that the Council of the TOWN determines that the changes do not significantly alter the intended effect of this aspects of the Agreement:

- 14.2.1 Revisions, changes or alterations to the PLOT PLAN SCHEDULE "B" PLOT PLAN relating to the parking layout;
- 14.2.2 Exceptions to the number of signs and the intensity of illumination;
- 14.2.3 Extension to the Construction Timeline described in Part 3.1 of this Agreement.

15. TERMINATION OF AGREEMENT

15.1 That this Agreement shall be in effect until discharged by resolution of the Council of the TOWN in accordance with the relevant statutes; whereupon the Land Use By-law shall apply to the lands described in Schedule "A" PROPERTY DESCRIPTION;

15.2 That the Council of the TOWN may discharge this Development Agreement if the development described herein has not been commenced within twenty-four (24) months of this Agreement;

15.3 That the Council of the TOWN may discharge this Development Agreement if the use described herein is discontinued for a period of no less than twelve (12) months;

15.4 That the Council of the TOWN retains the option of discharging this Development Agreement should any fact provided to the TOWN by the DEVELOPER or its agents constitutes a material misrepresentation of the facts upon which this Agreement is based; and

15.5 That the Council of the TOWN may discharge this Agreement if the DEVELOPER breaches any terms of the Agreement and the DEVELOPER have not proceeded to remedy any such breach in a timely fashion to the satisfaction of the TOWN within ninety (90) days of written notice from the TOWN.

16. APPLICATION OF LAND USE BY-LAW

16.1. That without restricting the generality of the foregoing any aspect of any development on the property not specified in this Agreement is subject to the requirements of the Land Use By-law.

17. EFFECT

- 17.1 That, in accordance with Section 229 of the *Municipal Government Act*, this Agreement shall continue to apply to the property until discharged by Council of the TOWN;
- 17.2 That this Agreement shall enure to the benefit of, and be binding upon the TOWN and its successors and assigns, and shall enure to the benefit of and be binding upon the DEVELOPER, its heirs, executors, administrators, and assigns, the owner or owners from time to time of the property described in Schedule “A” PROPERTY DESCRIPTION, until discharged by the Council;
- 17.3 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

18. OWNERSHIP

- 18.1. The DEVELOPER is the sole owner of the subject property (PIDs 60374766, 60594827 and 60420668) as described in Schedule “A” PROPERTY DESCRIPTION;
- 18.2. The DEVELOPER further certifies that they have full authority to construct and operate the proposed development and that they have not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances except as disclosed by registered title affecting the property in addition to those described herein.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

IN THE PRESENCE OF: **MACLEOD GROUP HEALTH SERVICES LIMITED**

Signature: _____ Per: _____

Print Name: _____ Print Name: _____

WITNESS _____

TOWN OF MAHONE BAY

Per: _____

DAVID W. DEVENNE, Mayor

Signature: _____ Per: _____

Print Name: _____ **Maureen Hughes**, Town Clerk

WITNESS _____

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

SCHEDULE "A"
PROPERTY DESCRIPTION

SCHEDULE 'A'

Proposed Lot 19-4ABJM1

ALL AND SINGULAR that certain Lot situated, lying and being at Main Street in Mahone Bay, County of Lunenburg, Province of Nova Scotia, said lands, Proposed Lot 19-4ABJM1 being more particularly described as follows:

PREMISING that directions are quadrant bearings, derived from GPS observations referenced to the Nova Scotia Coordinate Survey System and are referred to Central Meridian, 64 degrees 30 minutes West (Zone 5).

BEGINNING at an iron bar at the Southern boundary of Main Street and the Northwest corner of Lot V being lands of Patricia Veinotte and Errol J. Veinotte (Book 292 Page 797). Said iron bar being referred to as THE POINT OF BEGINNING

THENCE South 47 Degrees 07 Minutes 39 Seconds West along the Southern boundary of said Main Street a distance of 89.300 (292.98') metres to a survey marker;

THENCE continuing South 47 Degrees 07 Minutes 39 Seconds West along said Main Street a distance of 39.626 (130.00') metres to a survey marker;

THENCE continuing southwesterly along said Main Street a distance of 32(104') metres, more or less to a point on the Northeast corner of lands deeded to Darin Eugene Silver (Doc.106760235);

THENCE Southeasterly along said Silver lands a distance of 130 (427') metres more or less to a point on the Northern boundary of waters of Ann River;

THENCE Noutheasterly along several course of the said Ann River a distance of 204 (670') metres, more or less, to a point at the Southwestern boundary of Lot 5-R, lands deeded to Thomas Charles Bannister and Shirley Lynne Oickle (Doc. 105021266);

THENCE North 43 degrees 35 minutes 20 seconds West along the Western boundary of said Lot 5-R a distance of 6 (20') metres, more or less, to a survey marker;

THENCE continuing North 43 degrees 35 minutes 20 seconds West along the said Lot 5-R a distance of 34.311 (112.57') metres, to a survey marker;

THENCE North 45 degrees 18 minutes 18 seconds West along the said Lot 5-R a distance of 47.210 (154.89') metres, to a survey marker on the Southwest corner of said Lot V, being lands of Patricia Veinotte and Errol J. Veinotte (Book 292 Page 797);

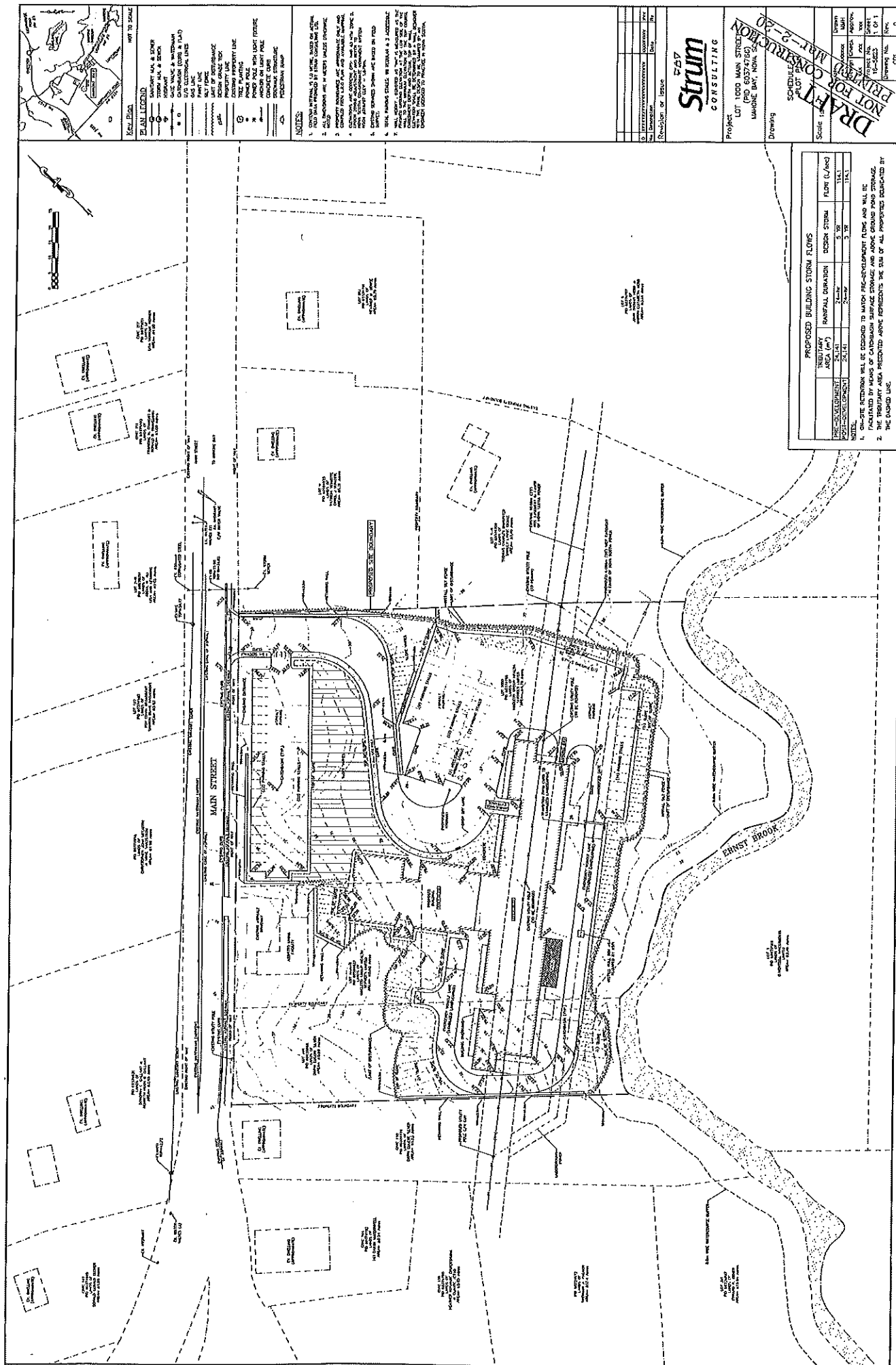
THENCE North 44 degrees 43 minutes 28 seconds West along the said Lot V a distance of 58.528 192.02') metres, to an iron bar. Said iron bar being THE POINT OF BEGINNING.

Said described Lot 19-4ABJM1 Containing an area of 24,145 square metres (6.0 acres), more or less.

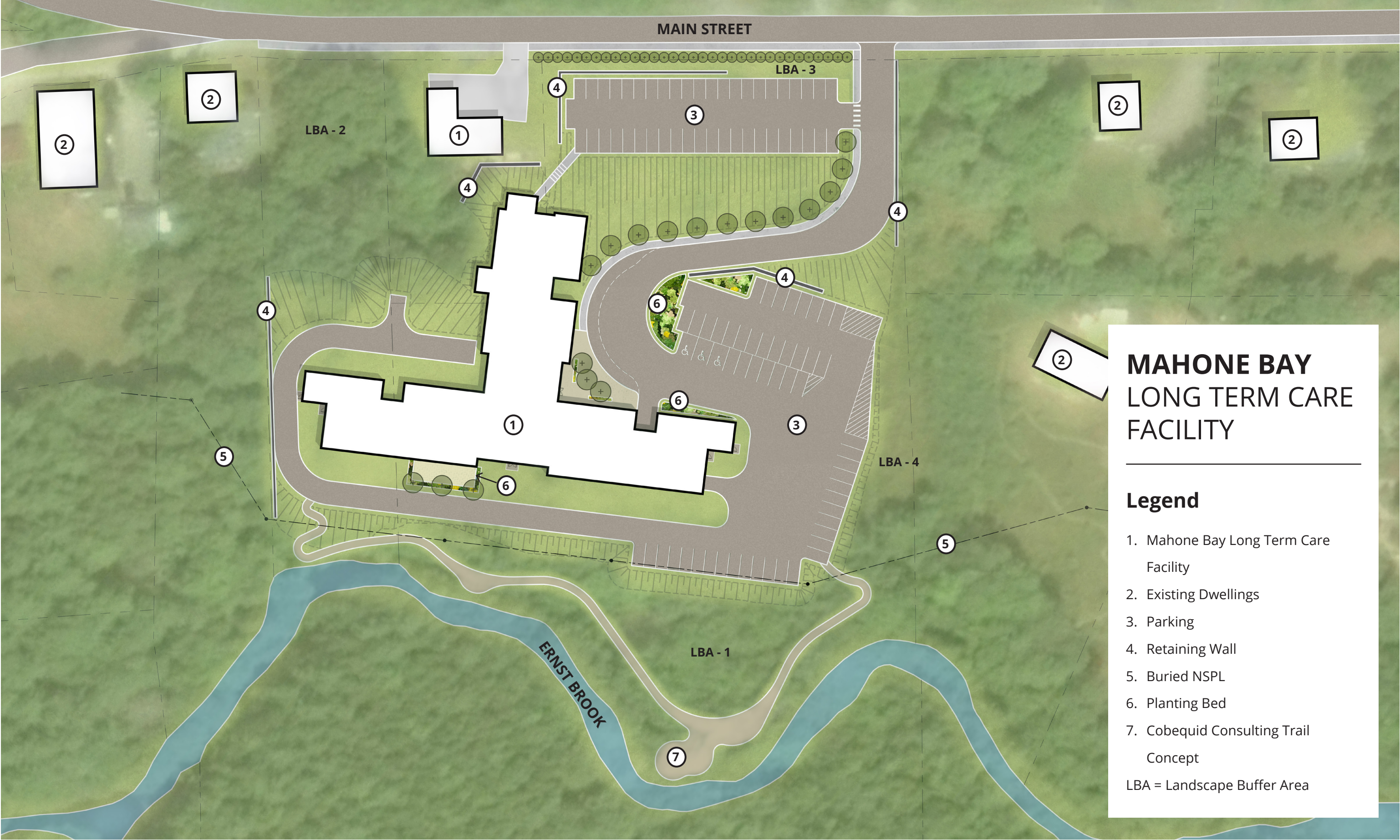
BEING AND INTENDED to be the proposed consolidation of Lot 4-A-B(Doc.114340228), Lot JM1(Doc.115238462) and Lot 1000(Doc. 113437587) being lands deeded to MacLeod Group Health and Services.

All boundary metes and bounds referenced from LRO plans # 11551 and 85068741

Schedule "B" – Plot Plan



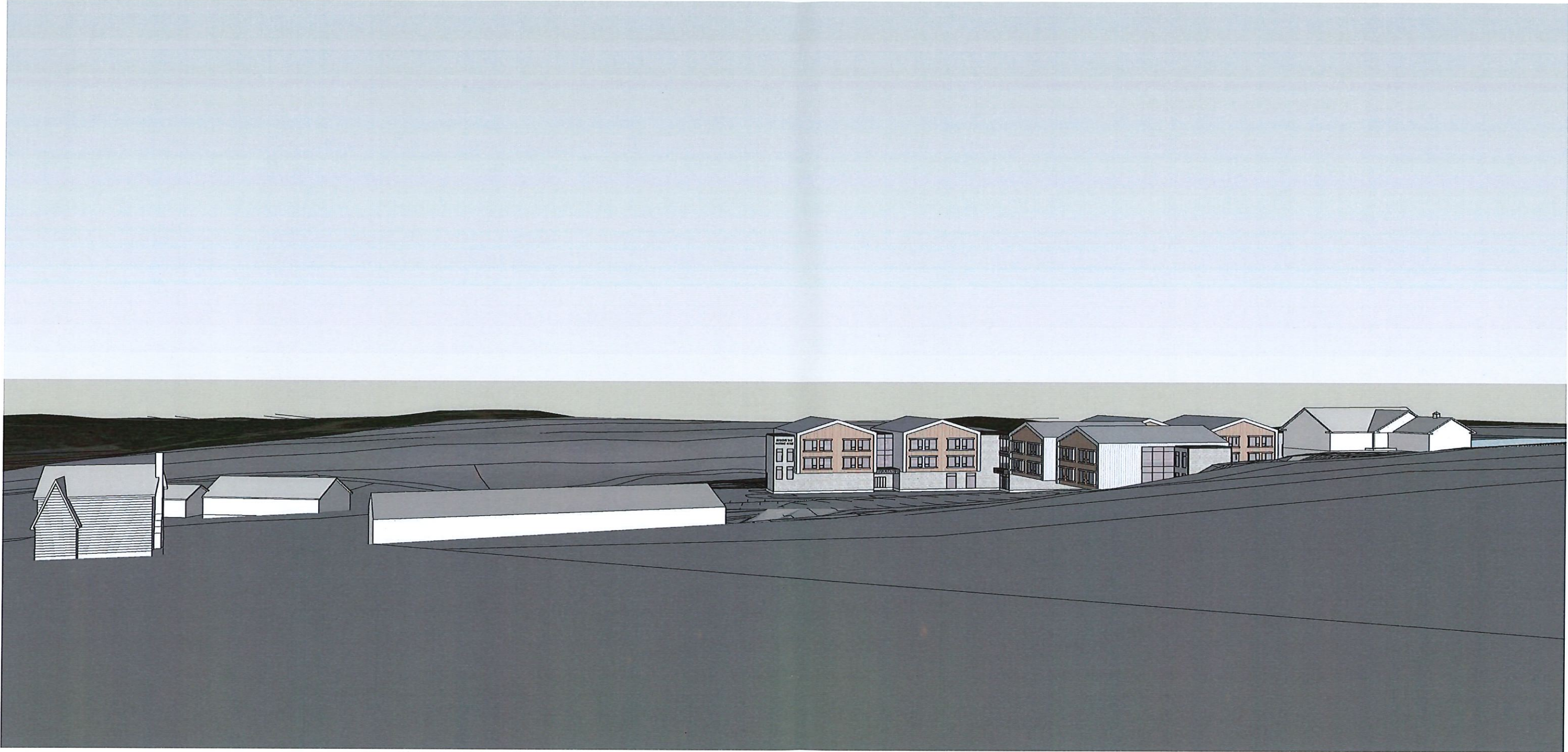
SCHEDULE C - LANDSCAPING PLAN











Client



Architect

ARCHITECTURE | 49

MAHONE BAY LONG TERM CARE FACILITY
Perspectives

189-00050-00
16 September 2019

SCHEDULE E - EXTERIOR LIGHTING PLAN



TOWN OF MAHONE BAY
TEMPORARY BORROWING RESOLUTION

\$116,462.23

File No. 19/20-01
Electric Utility Line Truck, Capital

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

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

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Town of Mahone Bay borrow a sum or sums not exceeding One Hundred Sixteen Thousand Four Hundred Sixty Two Dollars Twenty-Three Cents (\$116,462.23) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

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

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Town of Mahone Bay borrow from time to time a sum or sums not exceeding One Hundred Sixteen Thousand Four Hundred Sixty Two Dollars Twenty-Three Cents (\$116,462.23) in total from any chartered bank or trust company doing business in Nova Scotia;

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

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

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

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution duly passed at a meeting of the Council of the Town of Mahone Bay held on the ____ day of _____ 2020.

GIVEN under the hands of the Mayor and the Clerk and under the seal of the Town of Mahone Bay this ____ day of _____ 2020.

Mayor

Clerk

For DMA Use Only