

WEST HANTS REGIONAL MUNICIPALITY
Committee of the Whole - Meeting Agenda - AMENDED

November 9, 2021 - 6:00 p.m.

(also held via virtual via Zoom and Facebook livestreamed)

Agenda is subject to change due to additions that may not be able to be reflected until after the meeting.



1. Call to Order
2. Attendance
3. Approval of the Agenda, including additions or deletions
 - a) Dashboard Action Items – Information Log
 - b) Dashboard Action Items – Dangerous/Unsightly

Renumbering of agenda items:
Item 11 (a) Accessibility Plan Consultant Services Advisory RFP Award will now be item 8(a)
Item 11(d) Commercial Development District Improvement By-Law will now be item 8(b)
Item 8(Unfinished Business) will now be item 9 and so on as agenda progresses.
Item 14(c) In-camera Land Matter MGA 22(2)(a)
4. Declaration(s) of Conflict of Interest
5. Announcements
6. Approval of Previous Meeting Minutes
 - a) 2021-10-12 Committee of the Whole minutes
7. Presentations
 - a) Canoe Procurement – Tim Ells
 - b) Wind Projects – Ryan Hearn, Potentia Renewables Inc.
8. New Business
 - a) Accessibility Plan Consultant Services Advisory RFP Award – Recommendation Report – Coordinator Craik
 - b) Commercial Development District Improvement By-Law – Recommendation Report – Planner Poirier
9. Unfinished Business/Postponed Motions
 - a) Windsor Flood Risk Assessment Study – Recommendation Report – Dir. Richard
10. Reports
 - a) CAO Activity Update – Information Report
 - b) Financial Updates – Information Report - Dir. Rochon

11. Correspondence
 - a) Information
 - i. Avon Causeway Activity Log
 1. Current Correspondence as of November 1, 2021
 2. 2021-11-09 Correspondence Hon. John Lohr re: Municipal Financial Grant
 - b) Requests (for discussion)
 1. 2021-11-05 Response to 2021-10-12 Letter send re: Designated Bicycling Route – Bog Road
 - c) Out-going (related to motions of Council to other Provincial agencies/depts) -
12. New Business
 - a) Avon Street – Recommendation Report – Dir. Richard
 - b) College Road Design – Recommendation Report – Dir. Richard
 - c) Dangerous and Unsightly Semi-annual Report – Information Report – By-Law Officer Parker
 - d) Expedition of Planning Process - Recommendation Report – Mayor Zebian
13. Public Participation Period
14. In-Camera – Land Matter MGA 22(2)(a)
15. Next Meeting Date / Adjournment

M - Motion
D - Direction/Discussion

West Hants Regional Municipality
Dashboard (Action List)
July 23, 2021

Green - Complete
Yellow - In-progress
Red - Not started

<u>Matter</u>	<u>Meeting</u>	<u>M/D</u>	<u>Start Date</u>	<u>Deadline / Update</u>	<u>Status</u>	<u>Resp.</u>
Sewer Billing Review - Staff explore what the sewer rates would be if sewer util. fees were put back on the taxes. (Tabled until after budget) (Also at 2020-04-14 COTW mtg)	COTW	M	2020-05-12			CAO/Fin
Asset Mgmt (Strategic Sustainability) - Strategic Sustainability Plan is needed	COTW	D	2020-05-12	On-going until approx. Oct. 2022		PW
PID 45245578 and portions of 45182797, 45245560, 45245552, 45184025, and 45182904 (Cogmagun Lands) - purchase as per Letter of Offer presented at 2020-06-09 COTW in-camera	Council	M	2020-06-23			CAO
James Salter (Funding Req) - Resurrection of wooden statue. Staff to meet with Mr. Salter re proposed project cost(s) and meet with Hantsport Fire Dept. to discuss potential preservation options & report back.	Council	M	2020-09-22	2021-11-03(Mr. Salter requested that this item be removed)		CAO
Pedestrian Signage and Barriers - Have consistent and align with Branding outcomes. Staff prepare report for 2021/22 Capital & Operating budgets. (These items should be incorporated into our growth centres). Staff report back.	Council	M	2020-09-22	Align with Branding outcomes 2021-07, On-going		PW/Comm. Dev
Diversity & Inclusion Committee (from Meeting & Committee Procedural Policy Amendments) - Advertise for Committee members and mobilize the committee	COTW	M	2020-10-13	2021-05 (also with Rad Consulting Engagement Sessions)		Comm Dev
Management Tender Award - Defer award until staff obtain additional operational costing information of the other municipal buildings	Council	M	2020-10-27	2021-02		CAO
Burning Permit/Outdoor Fires - Staff review existing Fire-related by-laws	COTW	D	2020-11-10	2021-09 Council		CAO/Fire Chiefs
Panuke Rd Event - Event to be arranged by Mayor	COTW	D	2021-03-09	2021-06		Mayor

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Noise By-law - Staff revise by-law (Peace and Good Order)	Council	M	2021-03-23	2022-01		Planning/ CAO
Cheverie Land Exchange - Agree	Council	M	2021-03-23	2021-12		CAO
WHRM Land Dispute Policy - CAO Office to establish a practice to keep council informed	Council	M	2021-04-27	2021-06		CAO
Newport Station Food Hub Paving Driveway & Lease - Staff review if existing lease pertains to Newport Station Food Hub or previous owners. Establish new lease if need be.	COTW	D	2021-05-11	2021-12, in progress		CAO
Dog Park - Staff review historical information related to dog park feasibility	COTW	D	2021-06-08	2022-01		Comm. Dev
Glooscap First Nation & WHRM Council Meeting - Send formal invite for a meeting to discuss many topics including reconciliation	Council	M	2021-06-22			Mayor
Request to Meet with Avon Causeway Gate Stakeholders - Send letter to Kwilmu'kw Maw-Klusuaqn (KMK) requesting immediate in-person meeting to discuss Avon River Causeway/Aboiteau Gate System and Ministerial Order	Council	M	2021-06-22	2021-08		CAO/Mayor
Request to Meet with Avon Causeway Gate Stakeholders - Send letter to Glooscap First Nation requesting immediate joint council mtg. to discuss Avon River Causeway/Aboiteau Gate System and Ministerial Order	Council	M	2021-06-22			Mayor/CAO
Outdoor Fires By-Law - Staff review existing Fire-related by-laws and have an all encompassing Regional By-Law	COTW	D	2021-09-14	2022-01		CAO
Brooklyn Civic Centre Expense Write off - Funded through operating reserves if unsuccessful through the sfe restart program.	Council	M	2021-09-28	2021-10-12		Fin

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Opening of Edward and Underwood - staff return with a report detailing the broader road network overview, along with time frames for when the new road structure will be open and to include pedestrian concerns, infrastructure upgrades.	Council	M	2021-09-28	2021-12		PW
Capped Assessment - Staff provide a new aggregated report that will coincide with PVSC's presentation in January.	Council	M	2021-09-28	2022-01		Finance
Lake Like Appearance - Write MLA to facilitate the removal of the bridge remnants.	Council	D	2021-09-28	2021-11-30		CAO
Parkland Divestment - Divestment of 19 Parkland properties as recommended in the report and proceeds be directed to the community from which the proceeds came from.	Council	M	2021-09-28	2022-02-28		Comm. Dev
Traffic Calming - Staff develop a WHRM Traffic Calming Policy and Program that includes public participation to address traffic concerns relating to speed and noise complaints on residential streets.	Council	M	2021-09-28	2021-12		PW
Bramber New Horizons Hall - approve funds for a new roof and window through the Canda Community Building Fund.	Council	D	2021-10-26	2022-12		Finance
Capped Assessment - Staff provide a new aggregated report that will coincide with PVSC's presentation in January.	Council	M	2021-09-28	2022-01		Finance
Lake-like appearance - Direct staff to write Dept. Agriculture or its staff to determine how the volume of tidal water that can be safely added without affecting resident users up river to give the appearance of a lake and hopefully bring an end to the dust storms.	Council	M	2021-09-28	2021-11		CAO
Lake-like appearance - Direct staff to write MLA, Minister of Public Works to facilitate the removal of the bridge footings and remnants	Council	D	2021-09-28	2021-11		CAO

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Right to Know - Add the FOIPOP form and other relevant information to the website and social media sites for residents to utilize.	COTW	D	2021-10-12	2020-10		CAO
July 27- Report to append the July 27 Agenda package - amend the July 27 agenda to include the report.	Council	D	2021-10-26	2021-11-30		CAO
Financial Reports- Staff to give monthly financial reports to Council at the COTW meetings beginning Nov. 9, 2021.	Council	M	2021-10-26	2021-11-09		Finance
Windsor Drainage Issues- To direct staff to call for an RFP to engage a professional consulting firm to provide a master storm water plan and preliminary design for the Windsor area.	Council	M	2021-10-26	2021-12-30		PW
Accessibilty Member appointment - Appoint resident Kelly Ann Jobson to the Committee	Council	M	2021-10-26	2021-11-01		CAO
MCCAP Member appointment - Appoint residents Mark Williamson and Mike Campbell to the committee.	Council	M	2021-10-26	2021-11-01		CAO
Payzant Drive/Wentworth Round about Design - Award tender WWHPW-21-13 to Design Point	Council	M	2021-10-26	2022		PW
Windsor Water Storage - Award tender WWHPW-21-13 for engineering and design work to CBCL.	Council	M	2021-10-26	2022		PW
WWTP Mill Lakes Upgrades - Award tender WWHPW 21-11 to CBCL Limited for Mill Lakes Water Shed, pending NS Utility and Review Board.	Council	M	2021-10-26	2022		PW
Cunnabel Creek - staff to purchase a 10" CD250M diesel operated pump from Battlefield equipment rentals complete with tariler and hoses for \$13,355 plus hst & 10% contingency. Also to proceed with the rental pump (\$4,867/month to be funded equally through the utilities)	Council	M	2021-10-26	2022		PW

O - Owner Resolved
D- Developer Resolved

West Hants Regional Municipality Dangerous/Unsightly

November 4, 2021

[illegible]



canoe
procurement group of canada

A resource for getting started

MEMBER PROCUREMENT GUIDE



NOVA SCOTIA
FEDERATION OF
MUNICIPALITIES





WELCOME TO CANOE!

We are pleased to welcome you as a member of one of the largest cooperative purchasing groups in the country! As a member of the Canoe Procurement Group of Canada, you are positioned to take advantage of the combined purchasing power of more than 5,000 municipalities, public agencies, and not-for-profit organizations. This huge economy of scale means greater selection and best value pricing on the products and services you need to build, maintain, and grow your community.

WHAT IS CANOE?

The Canoe Procurement Group of Canada represents a partnership of municipal associations across the country. In operation since 1936, the purchasing group was created by its membership specifically to support public and non-profit organizations through mutually-beneficial, trade-compliant relationships with suppliers. Canoe is wholly owned and operated by its membership through a not-for-profit municipal association.

Canoe's partnership includes the Rural Municipalities of Alberta (RMA), the Saskatchewan Association of Rural Municipalities (SARM), the Association of Manitoba Municipalities (AMM), the Association of Municipalities of Ontario (AMO) via its Local Authority Services (LAS) arm, the Union of Municipalities of New Brunswick (UMNB), the Federation of Prince Edward Island Municipalities (FPEIM), the Nova Scotia Federation of Municipalities (NSFM), Municipalities Newfoundland and Labrador (MNL), and the Northwest Territories Association of Communities (NWTAC). The group also operates in British Columbia and Nunavut.

Membership is available to the MASH (municipalities, academic institutions, school boards, and hospitals), not-for-profit, and public sectors. Member organizations can include municipalities (both rural and urban), school districts, universities and other academic institutions, electrical associations, natural gas cooperatives, irrigation districts, housing foundations, airports, museums, and many others.

Compliant



- ♦ Open RFP process using approved tendering processes
- ♦ Satisfies CFTA and other trade legislative requirements for buying groups

Cooperative



- ♦ Like-minded municipal associations across the country
- ♦ Securing best value by leveraging over 5,000 member organizations in Canada

Credible



- ♦ Facilitating public sector cooperative procurement since 1936
- ♦ Not-for-profit group representing municipalities across Canada and committed to creating mutually beneficial relationships for both members and suppliers



WHAT LEGISLATION IS INVOLVED IN PUBLIC PROCUREMENT?

The Canadian Free Trade Agreement (CFTA) provides legislative direction across all provinces and territories of Canada. In addition, there are three regional trade agreements that may impact procurement laws depending on your jurisdiction:

- ◆ The Atlantic Procurement Agreement (APA) for Newfoundland and Labrador, Nova Scotia, Prince Edward Island, and New Brunswick
- ◆ The Ontario-Quebec Trade and Cooperation Agreement (OQTCA) for Ontario and Quebec
- ◆ The New West Partnership Trade Agreement (NWPTA) for Manitoba, Saskatchewan, Alberta, and British Columbia

WHAT ARE MY OBLIGATIONS UNDER THESE REGULATIONS?

Trade agreements (along with government directives and policies) generally require public sector purchasers to conduct open, competitive procurement processes. This requirement arises if the estimated value of the goods or services to be purchased exceeds certain value thresholds.

This means that once the value threshold is exceeded, the purchaser must purchase from a contractor who is successful in a competitive process (e.g. a request for proposals, request for quotation) that is open to the entire marketplace. That competitive process must meet the requirements of applicable trade treaties, which usually involves posting notices, disclosing relevant information, running a fair evaluation process, etc.

WHAT IS A BUYING GROUP?

A 'buying group' is generally understood as a group of two or more members that combines the purchasing requirements and activities of the members of the group into one joint procurement process.

For public sector, using a buying group can have advantages that include:

- ♦ Reduced procurement process costs – since group members share in the costs of running procurement processes, rather than each group member bearing the full cost;
- ♦ Access to greater resources and expertise – since group members can pool procurement resources, and can centralize procurement experience; and
- ♦ Potentially better pricing – since the group can leverage its combined buying power, offering suppliers greater purchase volumes.

HOW DO I COMPLY WITH THE LEGISLATION?

We are keenly aware of the trade agreement obligations that apply to our members. In order to ensure compliance for ourselves and our membership, we:

- ♦ actively review our policies, practices, and process documents to continually improve them based on feedback. We have also engaged external experts to review our process documents to support trade agreement compliance.
- ♦ only run open, competitive procurement processes – we do not engage in invitation-only or non-competitive contract awards (we leave that to our members to decide).
- ♦ are transparent about who our members are. Each municipal association involved is able to provide a list of relevant members so that the marketplace is aware of who may purchase through awarded contracts.
- ♦ ensure our processes account for distributor networks. A network of regional distributors can collectively bid on opportunities, with member organizations entering into contracts with the applicable distributor for their region. Suppliers are not permitted to charge higher pricing than was proposed to us, and must honour the terms of the agreement.

HOW CAN I BECOME A MEMBER?

In order to join, your organization must be a municipality, public sector entity, or registered not-for-profit group. Membership gives your organization access to all cooperative procurement programs, ranging from office supplies to capital purchases, fuel to employee benefit packages, and much more!

Membership for municipalities is generally handled through your territory or province's municipal association. To join, contact the municipal association representative for your province from the Canoe contact map.

WHAT DO I NEED TO DO ONCE I JOIN?

In order to make sure your organization is compliant with governing legislation, you should:

1. Review and update your organization's procurement policy to enable participation in group programs (if applicable).
2. Post an annual notice of intention of membership to your designated tendering website and link to the appropriate municipal association.

HOW DO I MAKE A PURCHASE?

Once your organization has an active account and the steps noted previously are taken, you can make a purchase through one of our programs by contacting the approved supplier of your choice and placing your order. You will need to let the supplier know that you would like to use the cooperative procurement program through Canoe or your municipal association. Indicate that you are purchasing through the buying group on all correspondence and purchase orders.

For information about approved suppliers or assistance with any program, you can contact your Client Relations Manager listed on the Canoe contact map.

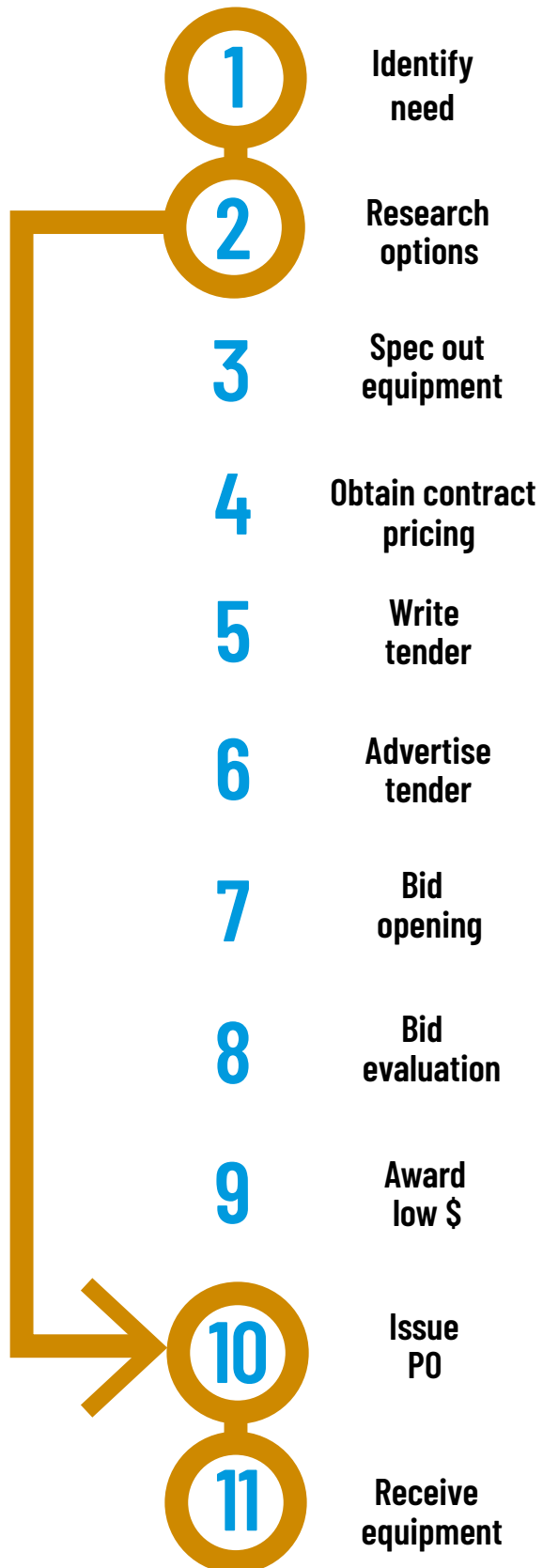


ONCE I'M A MEMBER, IS PARTICIPATION IN THE PROGRAMS MANDATORY?

No, participation in all Canoe programs is completely voluntary.

You can think of the programs as tools that can assist your organization in generally securing better prices and services than individual organizations by leveraging the buying power of the entire membership. However, if you have a preferred purchasing method already in place, you are free to continue using it.

We save time and money for our suppliers and members.



Traditional vs. Cooperative Purchasing

WHAT ARE THE BENEFITS OF BEING A MEMBER?



Preferred pricing

Cooperative procurement through Canoe provides discounted pricing and preferred service to members due to the large volume of aggregated purchases.



Trade-compliant

All Canoe programs are tendered nationally using legislated purchasing methods, meaning any buying done through the programs is compliant with the Canadian Free Trade Agreement (CFTA) and regional trade agreements.



Simplified process and reduced administration

Because all programs are tendered in compliance with Canadian trade law, members using the programs are not required to go through the tendering process again on their own, reducing administration time and cost.

DO I NEED TO POST AN RFP OR GO TO TENDER?

As the RFP process is done in advance on behalf of the entire membership, you do not need to post the RFP again. Depending on the program and your local laws, however, you may need to ensure that you have posted notice of your intention to procure using a cooperative buying group on your province's approved tendering system.

If you have questions, please reach out to your local Canoe Client Relations Manager and we will help you through the process.

HOW DO YOU SELECT SUPPLIERS?

Approved suppliers are selected based on a successful proposal to an open tendering process for the entire membership. Approved suppliers have demonstrated that they are able to provide financial benefit and value to municipalities, public entities, and not-for-profit groups.

Representing over 5,000 members including rural and urban municipalities, school districts, rural electrification associations, and water irrigation districts, Canoe approved suppliers get their products and services in front of an enormous market that would otherwise be challenging for many businesses to navigate. Regulatory compliance for the programs is handled by Canoe on behalf of the membership, providing streamlined administration for members and suppliers alike.

OUR REACH





I HAVE OTHER QUESTIONS.

Canoe is committed to ensuring all programs provide your organization with the best value available. Contact your local Client Relations Manager listed on the Canoe contact map if you have any other questions or need additional support at any step of the process – we're here to help!

INTRODUCTION - NOVA SCOTIA WIND ENERGY PROJECTS

ELLERSHOUSE III EXPANSION AND PANUKE LAKE WIND PROJECTS



AGENDA

1. Potentia Renewables Inc. - Introduction
2. Project Location - Map
3. Project Summary
4. Nova Scotia Rate Based Procurement - RFP
5. Community Partnership & Outreach
6. Mi'kmaq Engagement
7. Participation Benefits – Local Capacity Building Initiatives
8. Project Update – Planning and Development
9. Appendix A: Community Newsletters

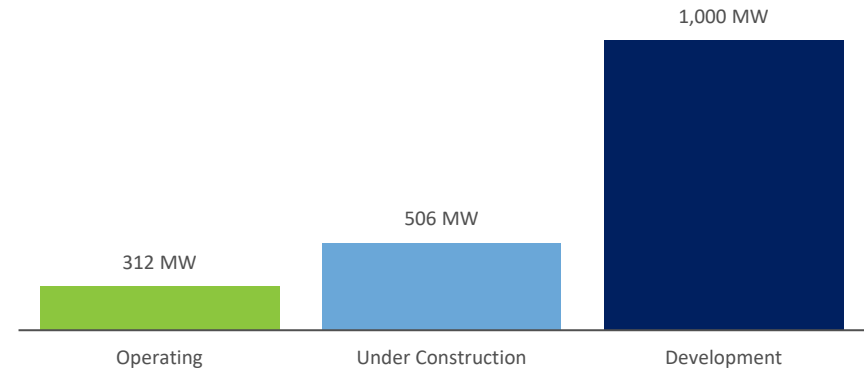
POTENTIA RENEWABLES - INTRODUCTION

Potentia is a 100% Canadian Owned Renewable Energy Developer

OVERVIEW

- **Andrea Garcia** – Assistant Vice President, Business Development
- **Frank Kuznik** – Director, Business Development
- **Ryan Hearn** – Project Manager, Environment and Community Consultation (*located in Halifax*)
- As an active participant in the Canadian renewable energy sector, Potentia has created one of the largest renewable energy pipelines across the country
- Potentia is owned by Power Energy Corp., which is a wholly owned subsidiary of Power Corporation of Canada (“PCC”). PCC is one of the largest companies on the Toronto Stock Exchange and is currently included in S&P’s TSX 60 Index. <https://www.powercorporation.com/en/>
- Potentia has assembled a first-tier proven management team from Canada’s wind energy industry to complement its existing solar expertise
- Potentia is a low-cost renewable energy provider in Canada having won over 500 MW of the competitive tenders in Western Canada during recent renewable energy RFP’s
- Potentia wishes to participate in the upcoming RFP with wind projects currently under development in Nova Scotia (66MW) Ellershous III and (77MW) Panuke Lake.
- Potentia currently operates 7 wind farms in Nova Scotia for a total of 37MW with interest to further expand that portfolio
 - Limerock Wind Farm, Greenfield Wind Farm, Kemptown Wind Farm, Pockwock Wind Farm, Whynotts Wind Farm, Truro Heights Wind Farm, and the Truro-Millbrook Wind Farm
- Current Mi’kmaq partnerships include Millbrook First Nation, Eskasoni First Nation and the group of 13 First Nations of Nova Scotia

SIGNIFICANT ASSET BASE



SELECTED PROJECTS



Elementary School, Greater Toronto Area



Golden South Wind Project, Saskatchewan

West Hants Municipality



PROJECT SUMMARY - ELLERSHOUSE III

The Ellershouse III Wind Project is under development and anticipated to be operational in 2024.

Project Overview

- Project Name: Ellershouse III Wind Project
- Location West Hants – District 4, located 5km SW of Ellershouse Nova Scotia
Zone 3 – NSPI Grid
- Project Size: 66MW
- Estimated Capacity 200,000 MWh+
- Turbines 12, Enercon 5.5 MW, 114m Hub Height with a 160m rotor diameter
- Current Local Partners AREA – Includes the Towns of Berwick, Antigonish and Mahone Bay
- Land Lease Atlantic Star Forestry Ltd. – Long Term Lease Executed
- Connection To connect to the electrical grid through an existing transmission line located within the project area
- Engineering/Construction Anticipated to begin in 2023 with Commercial Operations planned in 2024

PROJECT SUMMARY - PANUKE LAKE

The Panuke Lake Wind Project is under development and anticipated to be operational in 2024.

Project Overview

- Project Name: Panuke Lake Wind Project
- Location West Hants – District 6, located 8.5km E of Smiths Corner Nova Scotia
Zone 3 – NSPI Grid
- Project Size: 77MW
- Estimated Capacity 235,000 MWh+
- Turbines 14, Enercon 5.5 MW, 114m Hub Height with a 160m rotor diameter
- Current Local Partners AREA – Includes the Towns of Berwick, Antigonish and Mahone Bay
- Land Lease Atlantic Star Forestry Ltd. – Long Term Lease Executed
- Connection To connect to the electrical grid through an existing transmission line located within the project area
- Engineering/Construction Anticipated to begin in 2023 with Commercial Operations planned in 2024

RFP submission deadline is anticipated to be in February 2022

RFP Summary

- The Province of Nova Scotia is interested in procuring a target of 1,100 GWh or approximately 350 MW of new renewable generation
- Contract term will be 25 years, no more than 100MW per project and will be required to reach operations before Dec 2025
- Projects must be located in Nova Scotia and adhere to the criteria set forth in the RFP
- Each proposal can receive a maximum proposal score of 100
 - Points are broken down into several categories from environment, regulatory, community and Mi'kmaq participation, local investment, project development and competitive bid rates
- The RFP is in the final draft stage and is expected to be released in December this year with our bid submission due in February 2022
 - <https://novascotiarbp.com/>
- Depending how successful we are with our RFP submission, following the Nova Scotia Rate Base procurement will be the Green Choice program that will allow developers the opportunity to submit additional projects
 - Size and Timeline TBD
 - <https://novascotiagcp.com/updates>

Local Community Engagement

- The Alternative Resource Energy Authority “**AREA**” is comprised of three municipalities in Nova Scotia
 - Mahone Bay, Antigonish and Berwick
 - www.areans.ca
- Collectively the towns own AREA, and AREA owns and operates the 23.5 MW Ellershouse I & II wind farms
- In 2020, AREA conducted an RFP to select a development partner
 - AREA selected Potentia to develop and submit the wind projects for the upcoming Nova Scotia procurement
- Our partnership with AREA gives our projects a distinct local content and experience that will be valued as we develop our projects and compete with other developers in the upcoming RFP
- In terms of ongoing outreach and education within the local community we’ve set up a number of interaction opportunities for the community to learn and ask questions regarding the project
 - West Hants Municipal Planning Introduction *September 27*
 - West Hants Municipal Application Submitted *October 25*
 - Community Liaison Committee Meeting *November 8*
 - Site Tour – Existing Ellershouse Wind Farm *November 9*
 - West Hants Municipal Council Meeting *November 9*
 - Community Open House *November 10*
 - Community Newsletters *see Appendix A*
 - Social Media engagement *Ongoing*

Local First Nation Engagement

With our existing wind assets in Nova Scotia, we've engaged current First Nation partners. Our partners at AREA have also introduced Potentia to several other First Nation communities within the province.

Our intent is to continue to engage with the Mi'kmaq and through these discussions, gain an understanding of Mi'kmaq ideas, concerns and needs.

Part of that engagement has begun with several opportunities introduced to the First Nation communities including:

- Participation Benefits
 - Equity Investment
 - Land Lease options
 - Employment and Consulting opportunities
-
- A. Early in 2021, we had successful meetings with the OAA and KMKNO who helped guide us with a list of next steps to reaching out within the Mi'kmaq community
 - B. Through our partnership in Whynotts Mi'kmaq Wind LP, our current projects will be introduced during at the 13 First Nations Chiefs meeting in November as an opportunity to re-invest in the renewable energy market
 - C. We had the opportunity to present to the Millbrook First Nations council members on Oct 19th
 - D. With the proximity of the Annapolis Valley First Nation to our projects, we've had the opportunity to introduce the projects to John McCaul from the First Nation on Oct 20th
 - E. We also had the opportunity to discuss project investment and benefits with the Eskasoni First Nation on several occasions with John Parsons with a scheduled follow up on Nov 11th

Focusing on the Future

How can our projects help support the local community in building sustainable capacity building programs?

- **Student Bursaries**
 - Bursary initiatives to be discussed with local partners
- **Charities & Foundation Contributions**
 - Under the direction of our local partners, Potentia to contribute funds annually to the charity or foundation of choice
 - The Mi'kmaq community has expressed an interest and concern regarding mental health and addiction initiatives
- **Training, Skills Development & Shared Knowledge**
 - Understand local employment and training gaps
 - Opportunities for local training within provincial institutions
 - Access to our wind energy project sites with tours offered to the local community
- **Employment opportunities**
 - As the development of the project evolves the opportunity for local employment increases
 - Variety of full time, part time, supplier, contractor and local consultants will be required to build, operate and maintain the projects long term
- **Input for Local Programs**
 - As we continue to expand our local partners, Potentia is open to work with the community and participate in current programs that have already been establish

Project Development Update

- Wind Resource Assessment
 - MET Tower Installed August 2020 (Actively sharing wind data)
- Project Sites
 - Executed Lease – April 2021 with Atlantic Star Forestry Ltd. (Wagner Forest Nova Scotia)
- Interconnection
 - Ellershouse III – Interconnection Agreement near completion
 - Panuke Lake – Feasibility Study submitted July 2021
- Ongoing Engineering
 - Layouts
 - Geotech
 - Access Road Layouts
 - Ongoing Site visits
- Environmental Reports – Engaged local firm - Strum Consulting
 - Bird and Wildlife Studies – Winter Studies Completed March 2021, Continuing in January 2022
 - Bat Surveys – Continuing in Spring 2022
 - Habitat Studies (Wetland, Vegetation) – Field studies starting in Spring 2022
 - Desktop Constraints Analysis – Noise receptors, Habitat assessment, Watercourse features.
 - Environmental Risk Analysis – Criteria set out in the Nova Scotia RFP
 - Archeological Desktop Study – Historical review & Mi'kmaq Traditional land use review
 - Regulatory Approvals and Permits Review

Thank You!



PROPOSED PANUKE LAKE & ELLERSHOUSE III WIND PROJECTS



OPEN HOUSE

Wednesday, November 10

6:00 - 9:00pm

St. Louise Union Church

16 Maple Avenue

Ellershouse, NS

**Proof of vaccination required*

Join us to learn more about the proposed projects, their timelines, environmental surveys and impacts, and socioeconomic benefits. Meet the development team, ask questions, and provide feedback!

CONTACT US FOR MORE INFORMATION

www.ellershouseIIIwind.com

www.panukelakewind.com

ellershouseIIIwind@potentia Renewables.com

panukelakewind@potentia Renewables.com



ELLERSHOUSE III WIND PROJECT

COMMUNITY NEWSLETTER VOL. 1

HELLO!

This newsletter is an introduction to the **Ellershouse III Wind Project** (the “Project” or “Ellershouse III”), a wind energy project proposed to be developed by a subsidiary of **Potentia Renewables Inc. (“PRI”)** and **Alternative Resource Energy Authority (“AREA”)**. You are receiving this newsletter because you live near the proposed project location.

In this first newsletter, we invite you to attend our **Open House on November 10, 2021**. At this Open House, we will provide you with information on PRI and AREA, the Project, the expected development timeline, and details on upcoming regulatory and environmental processes. There will also be information on the potential economic and community benefits for your community should we succeed in developing the Project.

We are committed to working closely with the local government and community members, and we strive to keep all parties informed. Your voice counts and your opinion matters to us. We have included a comment form for you to share feedback, questions or suggestions with our team. Our contact information is included below should you wish to reach out to us directly.

Kind regards,



Ben Greenhouse,
Senior Vice President of Business Development
Potentia Renewables Inc.

Contact Us

- ◆ www.ellershouseIIIwind.com
- ◆ ellershouseIIIwind@potentia Renewables.com
- ◆ 200 Wellington St W Suite: 1102, Toronto, ON M5V 3C7

IN THIS EDITION

- ◆ Introduction to PRI and AREA
- ◆ Project Overview
- ◆ Expected Timeline
- ◆ Nova Scotia RFP
- ◆ Economic & Community Benefits
- ◆ Providing Your Feedback
- ◆ How Wind Power Works
- ◆ Protecting the Environment

OPEN HOUSE

Join us in person to learn more about the proposed Ellershouse III Wind Project timelines, environmental surveys and impacts, and socioeconomic benefits. Meet the development team, ask questions, and provide feedback.

November 10, 2021

6:00 – 9:00 PM

St. Louise Union Church

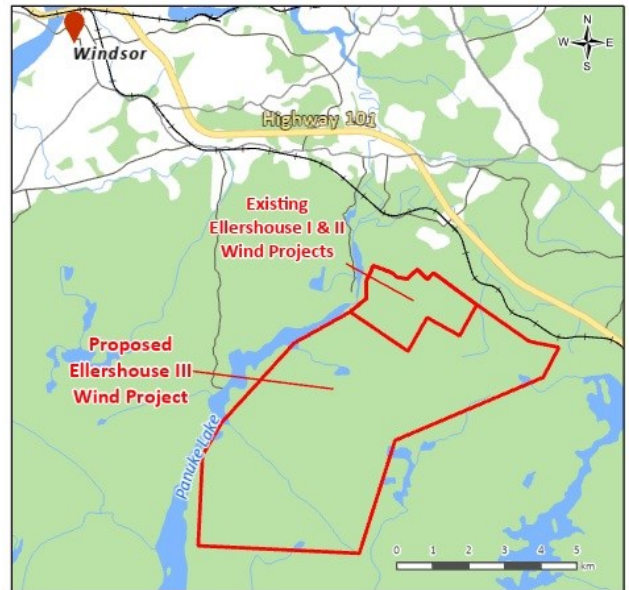
16 Maple Avenue, Ellershouse, NS

If you cannot attend the in-person event or prefer to attend online, we welcome you join us for a Virtual Open House being held on November 16, 2021. Additional details and a registration link will be available on our project website.

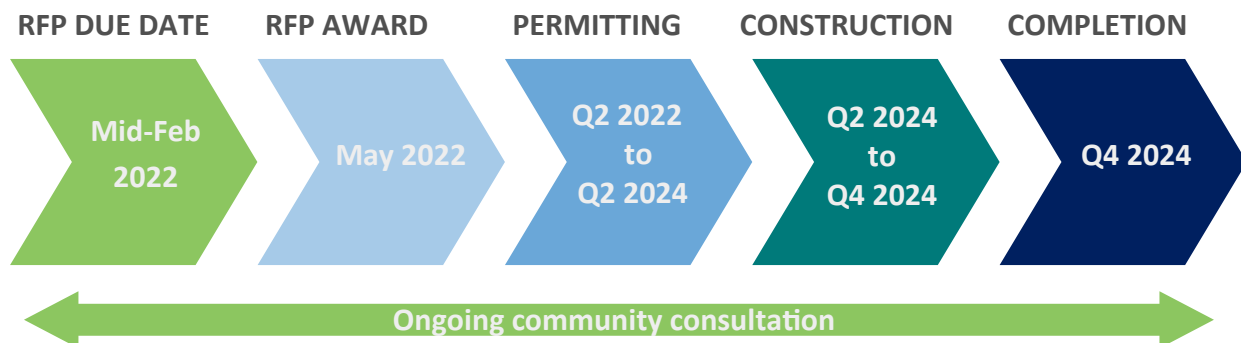
PROJECT OVERVIEW

The existing Ellershouse Wind Farm was built in by AREA and consists of 10 turbines that produce 23.5 MW of energy. It is located south of the community of Ellershouse, Nova Scotia. These 10 turbines were developed and constructed in two phases between 2015 and 2017. The proposed expansion project, Ellershouse III, is located south of the existing wind project. The anticipated generation capacity for Ellershouse III is approximately 66 MW, generated by up to 12 wind turbines. We chose the Project location after careful consideration due to exceptional land and community partners, proven wind resource, and a suitable connection point to the Nova Scotia Power transmission system.

The map shows a general Project development area within which the turbines are planned to be located. The exact locations of turbines are dependent on many factors, including environmental studies and community input, and will be finalized at a later development stage.



EXPECTED TIMELINE



NOVA SCOTIA RATE BASE PROCUREMENT RFP

In July 2021, the Province of Nova Scotia announced its intention to add 350 MW of renewable low impact electricity from independent power producers to the provincial electricity grid through a Rate Base Procurement (RPB). The RPB is intended to aid the Nova Scotia Government in achieving its 80% renewable electricity standard by 2030 and support the province's goal of reducing greenhouse gas emissions by 53% by 2030 and reaching net-zero emissions by 2050. As part of the RPB, the province will issue a request for proposal ("RFP") to independent power producers like PRI to develop renewable energy projects and sell electricity under a Power Purchase Agreement ("PPA").

A draft version of the RFP was released on August 13, 2021, for stakeholder feedback. A second draft of the RFP is expected to be released in early November 2021 for final feedback followed by a final version, which is expected in early December 2021. Proponents will be required to issue a Notice of Intent to Bid in mid-December 2021, and project proposals are expected to be due in mid-February 2022. The results of the RFP are expected to be announced in early May 2022. If awarded a PPA, the Project is expected to be built by December 2024. The Project's life would be 25 years, as per the requirement of the Nova Scotia PPA.

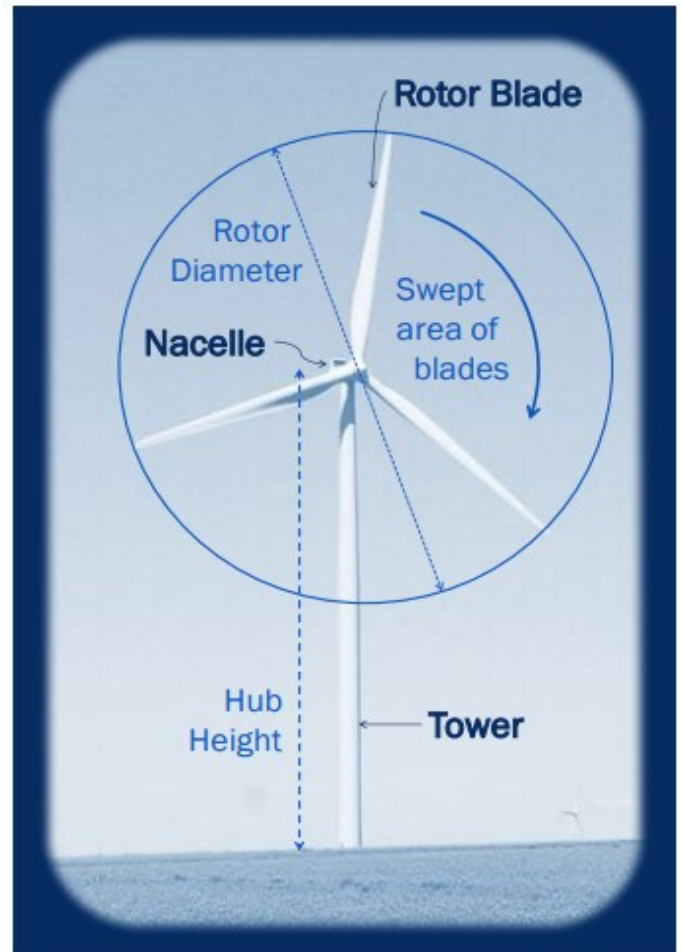
HOW WIND POWER WORKS

Wind Turbines: When the wind blows, the blades of the wind turbine generate lift which turns the rotor, spinning a generator inside the nacelle and generating electricity. Modern wind turbines range anywhere from 95 to 120 metres in hub height, and each of the 3 blades can range between 60 and 80 metres in length. On average, the final footprint of the turbine is about 20 by 20 metres.

Electrical Interconnection: The wind turbines are connected by an electrical collector system that meets at the substation. The electricity is then converted to the correct voltage and exported to the transmission system for people to use.

Access Roads: Each turbine will have its own access road. Depending on the location of the turbines, each access road may span 30 to 700 metres in length. Each Access Road is typically 6 metres in width.

Other Infrastructure: Temporary laydown and storage areas, a permanent operation and maintenance building, and upgrades of local roads may also be required.



PROTECTING THE ENVIRONMENT

We are committed to assessing and limiting environmental impacts of the Project. The Project will adhere to the specific siting criteria defined in the RFP, as well as comply with the applicable environmental legislation, regulations and government policies in Nova Scotia. Site-specific wildlife, habitat, noise, cultural, socio-economic, and other studies will continue as required by the *Environment Act* and associated regulations. We will also consult with the community through public open houses to solicit local environmental knowledge.

We will submit an Environmental Assessment (EA) Registration Document to the Nova Scotia Ministry of Environment (NSE). The EA Registration Document includes the results of all the studies, the layout, potential impacts, and mitigation measures and will include a consultation report with feedback from the community. NSE may approve or deny the Project, approve the Project with conditions, or require additional environmental assessments before making a determination. Additional environmental permits such as aquatic habitat protection permits will also be obtained as needed.

We aim to reduce impacts on the natural environment through careful siting of infrastructure and informed planning of the Project. We will also hire a third-party environmental monitor for the construction period to ensure compliance with commitments and requirements. Potentia will actively work with government agencies, environmental professionals and experts, and the community to protect the natural environment surrounding and within the Project area, including water quality, soils, vegetation, wildlife habitat, and sensitive or at-risk species.

Our philosophy stems from the fundamental belief that long-term economic growth should not and need not be achieved at the expense of the environment. Our mission is to safely and sustainably build and operate renewable energy projects for generations to come. We look forward to working with you and your community in building the future of energy today.

ECONOMIC BENEFITS

If we are successful and the Project secures a PPA with Nova Scotia Power Inc. (NSPI), we anticipate the Project will have an immediate positive economic impact with **on-going benefits over the 25-year project life**. **New revenues** to the local economy will include municipal taxes, landowner payments, and local economic activities.

Construction of the Project will also bring employment opportunities to the area. Local contractors, service providers, equipment rentals, suppliers, and other area businesses will all be given preference wherever possible. Your area can also anticipate a local economic boost during the development and construction phase of the Project, specifically for businesses in hospitality and services, including restaurants, short-term housing, and grocery stores.



YOUR FEEDBACK IS IMPORTANT

We pride ourselves as a developer that actively engages and communicates with the local community. In addition to our upcoming in person and virtual Open Houses, our team looks forward to hearing your questions or comments through our Project website or email, provided below.

We have attached a comment form to this newsletter that you can return and provide your feedback. You can scan and email the filled form, return it by mail, or visit our website to complete a digital feedback form. We look forward to receiving your comment form as your input plays an important role in the development of our Project.

Please visit our website www.ellershouseIIIwind.com to provide your input or email us at ellershouseIIIwind@potentiarenewables.com. We look forward to hearing from you!

COMMUNITY BENEFITS

In addition to the economic benefits just mentioned, the Project will also sponsor a number of capacity building programs to support the community and provide additional benefits as we develop the Project in your area. We are currently reviewing several opportunities with the local Municipality and Mi'kmaq communities. The final capacity building benefits package will be determined together with the leaders from your community. Options currently under consideration include:

- ◆ Post-secondary bursaries for qualifying graduating high school students from the area
- ◆ Charities & Foundation Contributions
- ◆ Training, Skills Development & Shared Knowledge
- ◆ Employment opportunities

We would love to hear your thoughts on the above and any other ideas you may have for community programs. Please fill out and return the attached Comment Form to provide your comments.



PRI is a Canadian developer, owner, and operator of renewable energy assets with over 1,100 MW across ~800 solar and wind projects that are in operation, under construction or under contract. PRI is owned by Power Energy Corp., a wholly-owned subsidiary of Power Corporation Canada, a company listed on the Toronto Stock Exchange. PRI's team has developed, constructed, owned and/or operated one-third of the rooftop solar installations and 15% of wind capacity in Canada



AREA is a partnership between the Towns of Antigonish, Berwick and Mahone Bay. The towns each operate electric utilities and distribute power to customers within their service areas and, through AREA, own and operate the existing Ellershouse Wind Farm.



PANUKE LAKE WIND PROJECT

COMMUNITY NEWSLETTER VOL. 1

HELLO!

This newsletter is an introduction to the **Panuke Lake Wind Project** (the “Project” or “Panuke Lake”), a wind energy project proposed to be developed by a subsidiary of **Potentia Renewables Inc. (“PRI”)** and **Alternative Resource Energy Authority (“AREA”)**. You are receiving this newsletter because you live near the proposed project location.

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Contact Us

- ◆ www.panukelakewind.com
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November 10, 2021

6:00 – 9:00 PM

St. Louise Union Church

16 Maple Avenue, Ellershouse, NS

If you cannot attend the in-person event or prefer to attend online, we welcome you join us for a Virtual Open House being held on November 16, 2021. Additional details and a registration link will be available on our project website.

PROJECT OVERVIEW

The proposed project, Panuke Lake Wind Project, is located to the west of Panuke Lake, and approximately 8.5 km to northeast of Vaughan, Nova Scotia. The anticipated generation capacity for Panuke Lake is approximately 77 MW, generated by up to 14 wind turbines. We chose the Project location after careful consideration due to exceptional land and community partners, wind resource, and a suitable connection point to the Nova Scotia Power transmission system.

The map shows a general Project development area within which the turbines are planned to be located. The exact locations of turbines are dependent on many factors, including environmental studies and community input, and will be finalized at a later development stage.



EXPECTED TIMELINE



NOVA SCOTIA RATE BASE PROCUREMENT RFP

In July 2021, the Province of Nova Scotia announced its intention to add 350 MW of renewable low impact electricity from independent power producers to the provincial electricity grid through a Rate Base Procurement (RPB). The RPB is intended to aid the Nova Scotia Government in achieving its 80% renewable electricity standard by 2030 and support the province's goal of reducing greenhouse gas emissions by 53% by 2030 and reaching net-zero emissions by 2050. As part of the RPB, the province will issue a request for proposal ("RFP") to independent power producers like PRI to develop renewable energy projects and sell electricity under a Power Purchase Agreement ("PPA").

A draft version of the RFP was released on August 13, 2021, for stakeholder feedback. A second draft of the RFP is expected to be released in early November 2021 for final feedback followed by a final version, which is expected in early December 2021. Proponents will be required to issue a Notice of Intent to Bid in mid-December 2021, and project proposals are expected to be due in mid-February 2022. The results of the RFP are expected to be announced in early May 2022. If awarded a PPA, the Project is expected to be built by December 2024. The Project's life would be 25 years, as per the requirement of the Nova Scotia PPA.

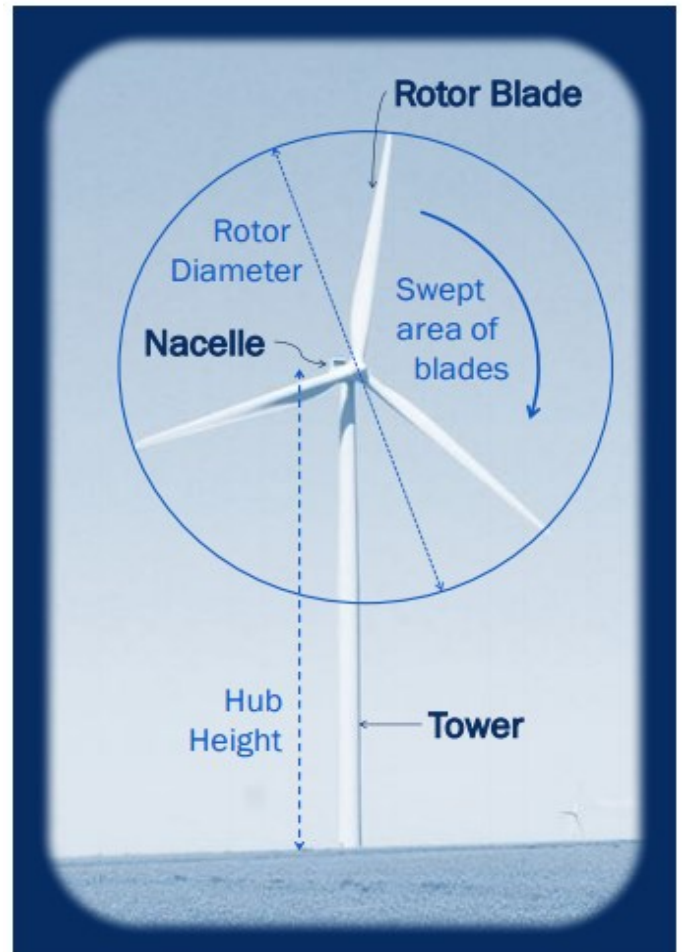
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West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: 
Todd Richard

Date: November 9, 2021

Subject: Windsor Flood Risk Assessment Study Recommendation

LEGISLATIVE AUTHORITY

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

RECOMMENDATION or DECISION REQUEST

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

Council approve the award of tender WHPW21-18 for Flood Risk Assessment Study to the low compliant bidder, CBCL, for the tendered price of \$79,550, plus applicable taxes, with \$43,854 coming from Canada Community Building Fund reserve.

BACKGROUND

Property ☐	Public Opinion	Environment ☐	Social ☒	Economic ☐	Councillor Activity
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West Hants Regional Municipality is seeking a qualified consultant for the preparation of a Flood Risk Assessment Study for the community of Windsor, NS.

Windsor's geography and historical settlement pattern contribute to its vulnerability to stormwater flooding. The municipality determined flooding, both inland and from storm surge, to be a priority area of concern in the context of climate trends and projections. In addition, the Regional Emergency Management Office, have determined flooding as one of the most significant risks to the community.

It is critical to the Municipality to identify the limitations in water drainage, to plan and design infrastructure improvements these areas to a standard that not only better addresses today's flooding issues, but takes the projected increase of short, higher intensity rainfalls caused by climate change into account.

DISCUSSION

The intent of this study is to identify storm water management issues and solutions for the community of Windsor (former Town of Windsor boundaries) and shall include Wentworth Creek. There have been previous Flood Risk Assessment studies performed for Three Mile Plains¹, Falmouth² and Hantsport³. This study should take these previous studies into consideration, to ensure that flood risks are reviewed up to the boundaries of these former reports.

- Managing stormwater runoff in the most cost-effective and ecologically appropriate manner, including maximizing the use of natural features to slow and control storm water;
- Protecting citizens from the dangers of flash flooding;
- Mitigating damage to infrastructure and private property;
- Protecting the quantity and quality of groundwater resources;
- Protecting and enhancing the quality of surface water in the community and the municipality's natural features; and
- Providing stormwater information for future development in the community.

The Windsor Flood Risk Assessment Study & Stormwater Management Plan will be the primary document that contains the framework and standards to:

Describe the Current Circumstances

- Delineate stormwater sheds in Windsor, and provide a GIS layer illustrating these sheds;

¹ Three Mile Plains Flood Risk Assessment Study, Dillon Consulting (2019)

² Falmouth Stormwater Management Plan, CBCL Limited (2016)

³ Hantsport Flood Risk Assessment Study, Dillon Consulting (2018)

- Meet with the Municipality to review changes which should be made to drainage systems within the study area; and
- Inventory and describe existing drainage conditions, creating GIS ArcMap .shp data points as appropriate;

Define Requirements for Development

- Describe how to apply LID BMP's within the Municipality to achieve the study's objectives, considering both current and intended land uses identified in the Municipal Planning Strategy and Land Use By-law. This will require meeting with Planning staff to review current development within study area and anticipated changes to development within the study area;
- Assess limitations in major drainage systems for existing development as well as flows that are expected from future development using recommended BMPs; and
- Identify opportunities and estimate associated costs of addressing under-capacity issues in the current infrastructure.

Hydrologic and Hydraulic Modeling

- Input drainage information based on consultant's inventory and available topographic data;
- Assess peak flows and available storage capacity in current drainage system;
- Identify all existing 'bottlenecks' and limiting sections;
- Select a computer model (e.g., USEPA SWMM5, or Stormnet) and explain to the Committee why this model is most appropriate for achieving the objectives of the study;
- Prepare a range of Design Rainfall events to be used in the model to simulate predicted increases in peak flows and assess hydraulic conditions in the Windsor drainage system. These Design Rainfall events must reflect climate trends and projections for changes in precipitation as discussed in the West Hants Municipal Climate Change Action Plan (MCCAP); and
- Assess limiting sections of the drainage system using a range of flow control scenarios for all design rainfalls;

Resolution of Limitations

- List upgrades to drainage systems components to accommodate projected future peak flows for a range of control scenarios;
- Evaluate the potential for integrating additional stormwater storage in the drainage system to offset the need for capacity (infrastructure) upgrades and/or increases;

- Recommend an optimum combination of drainage system capacity upgrades and storage for the Windsor area. This proposed ‘drainage plan’ should include any technical specifications, such as general location and size of retention, treatment and/or infiltration components;
- Provide recommended policy and typical specifications to accompany the acceptable BMPs; and
- Recommend the priority of each potential upgrade or action based on both the impact on the drainage system and financial costs.

Project Management Tasks

- The consultant will work closely with the West Hants MCCAP Committee and Public Works staff;
- The consultant will provide a work plan that describes how the consultant will keep Public Works staff abreast of progress on this study’s objectives, including what is being done and why, assumptions and findings;
- The consultant must prepare and present findings to the MCCAP Committee and/or West Hants Committee of the Whole when it comes time to review this body of work, and be available to Council for questions during the process;
- The consultant will review the West Hants MCCAP and other related research, such as the ACAS, Lot Grading By-Law staff report and the May 24, 2018 report “Stormwater Management: Utilizing Low Impact Development”, which the MCCAP Committee will make available to the consultant;
- The consultant shall be responsible for all mapping requirements of the project and all resulting GIS ArcMap .shp files and map products shall become the property of the Municipality at the conclusion of the project. The Municipality will provide topographic layers, as well as other data as needed by the consultant for the project, from the Municipality's GIS; and
- The consultant will make recommendations to the Public Works staff on appropriate stakeholder involvement, if necessary, at relevant stages of the project.

On October 8, staff issued an Invitation for Proposal (RFP) for Engineering Services for this study project to prequalified engineering consultants, closing on October 21. The call for proposals resulted in three proposals being submitted for evaluation. The proposals were evaluated for completeness, technical ability and proposed approach to execute the scope of work.

The three bids received included:

- | | |
|---------------|---------------------------|
| • CBCL | \$ 79,550. ⁰⁰ |
| • EXP | \$ 91,840. ⁰⁰ |
| • DesignPoint | \$ 121,248. ⁵³ |

CBCL Limited was deemed to be the low compliant bidder and has previous experience and qualification with the engineering assessment for similar projects throughout Nova Scotia, including the 2016 Falmouth Stormwater Assessment Study; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to CBCL to proceed with the study scope of work in accordance with their proposal.

FINANCIAL IMPLICATIONS

On June 8, 2021, Council supported an application to the 2021 Flood Risk Infrastructure Investment Program (FRIIP) to fund 50% of a Windsor Flood Risk Impact Study, with the remaining funds to come from Gas Tax Reserve.

West Hants Regional Municipality has received funding from the Nova Scotia Flood Risk Infrastructure Investment Program (FRIIP) to fund 50% of the cost of a Windsor Flood Water Impact Study up to a maximum contribution of \$39,109.

The total cost with applicable taxes is \$82,963, leaving a balance of \$43,854 to come from Canada Community Building Fund Reserve.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

The report and recommendation is in alignment with the recent direction provided by Council and the urgency to review storm water management in the community of Windsor. As noted in the report and RFP there is a public engagement component that will ensure community members can express their concerns and to share their experiences making a more complete assessment of the conditions.

I support the recommendation.

Report Prepared by:



Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by:



Todd Richard, Director of Public Works

Report Approved by:



Mark Phillips, Chief Administrative Officer

West Hants Regional Municipality
November 9, 2021
Chief Administrative Officer Report



The following report captures activities and events between October COTW and the date of the report.

Governance

- The Council environment will continue to adjust pending changes from the Province as it relates to in-person meetings.
- Antigonish Consolidation – Mayor Zebian, Councillors Jannasch and Murley and I attended a joint council meeting with the Municipality and Town of Antigonish as panelist to support their ongoing discussions regarding a consolidation of their units.

Administration

- Martock Fresh Water Project –My office continues to support Martock in the capacity approved by Council as a facilitator and co-applicant to ACOA for project funding. The construction is well underway and meeting timelines established in the work schedule. Agreements as per in-camera discussions regarding this project have been drafted by legal counsel and pending signatures.
- Human Rights Training – Training with the Human Rights Commission is being scheduled in January and February of 2022 for staff and Council. Training will help supervisors and employees promote respect for diversity and combat discriminatory practices, thereby ultimately creating healthier work environments and communities.
- Accessibility Committee – The committee met on November 4th. At the meeting the accessibility plan was discussed and the award of consulting services to complete the accessibility plan within this fiscal year.

Finance

- Nova Scotia Department Municipal Affairs and Housing Announcement – DMA has been announcing affordable housing projects throughout the province. It is my understanding that the “Avondale Art Village” is identified as a potential project supported in our region. Applications for the second round of projects is expected soon.
- 2022/23 Budget Deliberations – Both senior managers and some members of Council stated they’d like for the budget process to start earlier this year. Starting earlier would help to support early capital project procurement, setting a tax rate and more time to

review the grant applications. Director Rochon would like to start the process in February or March. It should be noted that starting the process earlier may compromise budget accuracy as we are typically waiting for provincial cost such as education costs to be confirmed. These items can be discussed as we schedule and participate in budget deliberations.

- Sewer Rebate Program – Director Rochon continues to work on a potential low-income sewer rebate program in advance of budget deliberations. Councillor Mark McLean has asked if the program could be extended to community groups or not-for-profits who are sewer users. This can be added as a consideration by staff and reviewed by Council when the program is brought before Council for their consideration.
- Audit Committee – The committee met on October 20th to review the year-end process and financial statements. A report was provided to Council at the October 26th meeting.
- Financial Updates – A monthly financial report has been added to the COTW agenda. Projections will be including until the end of the fiscal year.

Community Development

- Sports Complex Parking – The expansion of the parking on the rear of the building on municipal owned lands is nearing completion. Asphalt has been completed and line painting. Landscaping and guard railing will be added. A letter has been sent to the Agricultural Society regarding additional lands in the front of the building.

Planning and Development

- Planning Advisory Committee / Heritage Advisory Committee (PAC/HAC) Meeting – The committee met on November 8th. Ongoing amendments and development agreement related items are being processed to accommodate development enquiries.
- Wind Farms - Several windfarm projects have been presented to municipal staff as potential projects. They are both conceptual at this time as they anticipate the Province will soon release an RFP for new wind energy in the coming month(s).
- Dial-A-Ride Strategic Planning Session – Staff participated in a stakeholder session with consultants tasked to create a strategic plan for Dial-A-Ride.
- 36 and 65 Fort Edward Street Lands – All offers must be received by November 19th. Offers will be provided to Council on the 23rd during in-camera. The rezoning of one of the two parcels is moving through the planning process and was presented at the PIM and PAC/HAC meeting last evening.

Economic Development

- Seasonal decorations are being coordinated.

Public Works and Infrastructure

- Hantsport Fire Station – The HFD Station continues to be constructed.

Protective Services

- Police Advisory Board – the Police Advisory Board met on October 18th.
- REMO – Covid meetings occur monthly with the following stakeholders and representatives; Incident Commander, REMO Coordinator, Nova Scotia EMO, Finance, Community Development, Planning, Public Works, NSTIR, Fire, RCMP, IT, Department of Community Services, Hants Community Hospital, Glooscap 1st Nations, Communications, Safety and Logistics.
- Covid – The municipality continues to adapt in response to changing Covid protocols. As reported through emails, operations have been modified to respond to Covid impacts. Masks will continue to be required as well as social distancing as added measures. A Covid Workplace Screening Program will be introduced as soon as supplies are available to the Municipality from Nova Scotia Health.
 - <https://novascotia.ca/coronavirus/workplace-testing-resources/>

Sincerely,

Mark Phillips

Mark Phillips
Chief Administrative Officer
West Hants Regional Municipality

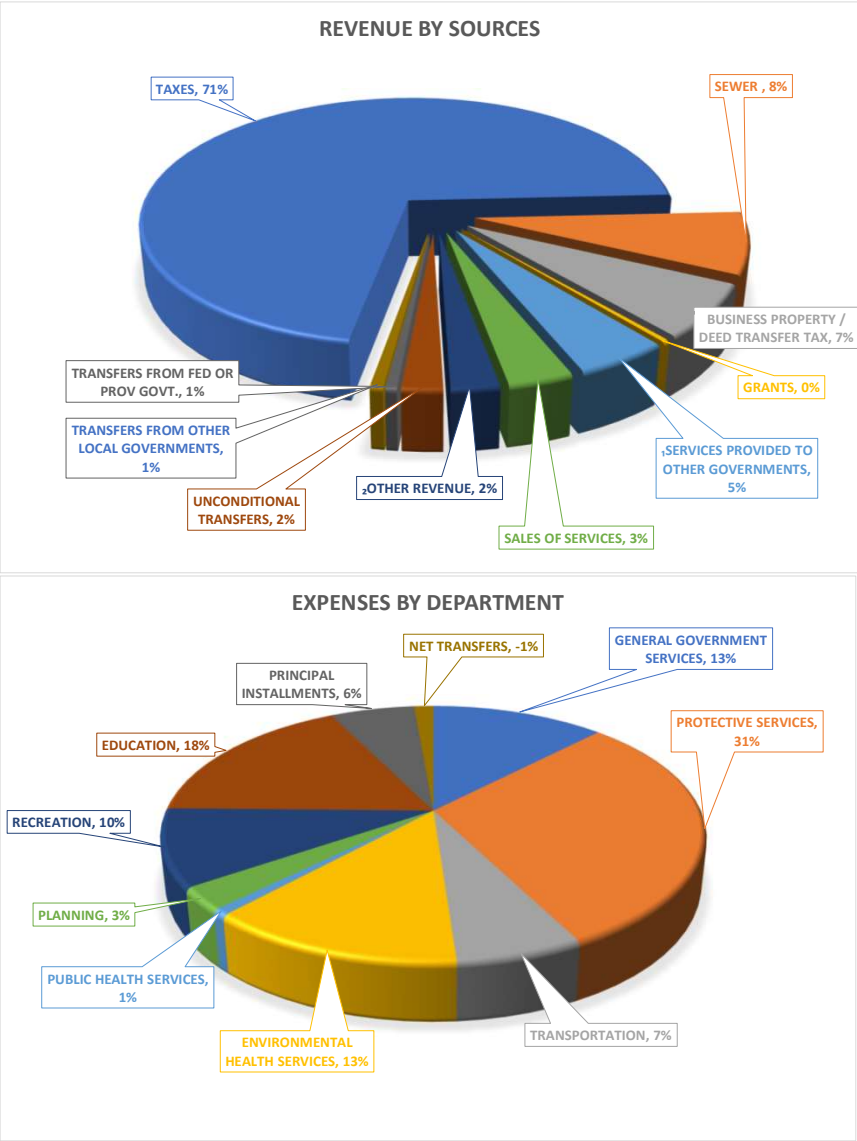
2021-22 WEST HANTS REGIONAL OPERATING BUDGET UPDATE
SIXTH MONTH ENDING SEPTEMBER 30, 2021

REVENUE	2021-22 BUDGET	% OF THE BUDGET	FORECAST MARCH 31, 2022	% OF FORECAST VARIANCE	VARIANCE (Budget Vs. Forecast)	Actuals September 30, 2021	% OF BUDGET REMAINING
TAXES	\$ 19,447,857	71%	\$ 19,311,826.00	-0.7%	\$ (136,031.00)	\$ 19,311,826	0.7%
SEWER	\$ 2,123,977	8%	\$ 2,163,133.85	1.8%	\$ 39,156.85	\$ 1,093,398	48.5%
BUSINESS PROPERTY / DEED TRANSFER TAX	\$ 1,823,157	7%	\$ 2,381,910.00	30.6%	\$ 558,753.00	\$ 1,588,554	12.9%
GRANTS	\$ 85,521	0%	\$ 85,521.00	0.0%	\$ -	\$ 13	100.0%
1SERVICES PROVIDED TO OTHER GOVERNMENTS	\$ 1,289,847	5%	\$ 1,241,150.36	-3.8%	\$ (48,696.64)	\$ 266,309	79.4%
SALES OF SERVICES	\$ 892,617	3%	\$ 660,094.36	-26.0%	\$ (232,522.64)	\$ 111,376	87.5%
2OTHER REVENUE	\$ 662,484	2%	\$ 760,910.61	14.9%	\$ 98,426.61	\$ 276,117	58.3%
UNCONDITIONAL TRANSFERS	\$ 558,915	2%	\$ 1,121,623.00	100.7%	\$ 562,708.00	\$ 370,493	33.7%
TRANSFERS FROM FED OR PROV GOVT.	\$ 156,502	1%	\$ 156,502.00	0.0%	\$ -	\$ 122,850	21.5%
TRANSFERS FROM OTHER LOCAL GOVERNMENTS	\$ 180,036	1%	\$ 124,434.50	-30.9%	\$ (55,601.50)	\$ 50,106	72.2%
TOTAL	\$ 27,220,913	100%	\$ 28,007,105.68	2.9%	\$ 786,192.68	\$ 23,191,042	14.8%
EXPENSES							
3GENERAL GOVERNMENT SERVICES	\$ 3,443,035	13%	\$ 3,598,136.19	4.5%	\$ 155,101.19	\$ 1,942,318	43.6%
4PROTECTIVE SERVICES	\$ 8,423,017	31%	\$ 9,173,017.00	8.9%	\$ 750,000.00	\$ 2,237,388	73.4%
TRANSPORTATION	\$ 1,803,835	7%	\$ 1,803,835.00	0.0%	\$ -	\$ 544,373	69.8%
5ENVIRONMENTAL HEALTH SERVICES	\$ 3,647,580	13%	\$ 3,359,559.18	-7.9%	\$ (288,020.82)	\$ 1,156,393	68.3%
6PUBLIC HEALTH SERVICES	\$ 214,993	1%	\$ 214,993.00	0.0%	\$ -	\$ 128,139	40.4%
PLANNING	\$ 799,375	3%	\$ 778,778.00	-2.6%	\$ (20,597.00)	\$ 312,779	60.9%
RECREATION	\$ 2,739,956	10%	\$ 2,647,505.36	-3.4%	\$ (92,450.64)	\$ 1,460,668	46.7%
EDUCATION	\$ 4,855,570	18%	\$ 4,623,046.00	-4.8%	\$ (232,524.00)	\$ 2,311,524	52.4%
PRINCIPAL INSTALLMENTS	\$ 1,673,452	6%	\$ 1,688,117.00	0.9%	\$ 14,665.00	\$ 637,558	61.9%
NET TRANSFERS*	-\$ 381,434	-1%	\$ (964,122.00)	152.8%	\$ (582,688.00)	\$ -	100.0%
TOTAL	\$ 27,219,379	100%	\$ 26,922,864.73	-1.1%	\$ (296,514.27)	\$ 10,731,140	60.6%
SURPLUS / DEFICIT	\$ 1,534		\$ 1,084,241			\$ 12,459,902	
			DOUBLE EQUALIZATION TO OPS RESERVE	(562,708)			
			SURPLUS / DEFICIT	521,533			

Please note that if revenue and expenditures were incurred evenly over the year approximately 50% of the budget would be used. This percentage provides a guideline when reviewing the attached. However, it is important to keep in mind that account variances (up or down) will occur throughout the fiscal year. For example, seasonal activities such as summer programs and facility maintenance as well as winter snow removal will influence the budget in a non-uniform manner throughout the year. Items such as transfers from reserves, will also impact budget to actuals throughout the year as they occur at fiscal year end.

The overall projected surplus based on the variance analysis for the general fund is \$521,533. These remaining funds will be moved to the Operating Reserve as per the Reserves policy.

LEGEND:
1 SERVICES PROVIDED TO OTHER GOVERNMENTS INCLUDES: RECYCLING/ENFORCMENT, HOST COMMUNITY FEES, ADMINISTRATION FEES, COURTHOUSE
2 OTHER REVENUE INCLUDES: INTEREST & PENALTIES, RETURN ON INVESTMENTS, ADMINISTRATIVE RENTALS AND LEASES, FINES, LICENSES & PERMITS
3 GENERAL GOVERNMENT SERVICE INCLUDES: LEGISLATIVE, ADMINISTRATION, FINANCIAL SERVICES, FACILITIES, LIBRARIES
4 PROTECTIVE SERVICES INCLUDES: RCMP, FIRE, REMO, BY-LAW, COURTHOUSE, BUILDING INSPECTION
5 ENVIRONMENTAL HEALTH SERVICES INCLUDES: SEWER, WASTE COLLECTION, WASTE DIVERSION, LANDFILL
6 PUBLIC HEALTH SERVICES INCLUDES: CEMENTERIES, PUBLIC HOUSING



Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Danny	Dill	2020-06-30	2020-07-14 COTW
Quentin	Davison	2020-07-06	2020-07-14 COTW
Alyson	Bremner	2020-07-07	2020-07-14 COTW
Cecil	Rolfe	2020-07-13	2020-07-14 COTW
Pat	Porter	2020-07-13	2020-07-14 COTW
Nikki-Marie	Lloyd	2020-08-02	2020-09-08 COTW
Heather	Boylan (Martock)	2020-09-01	2020-09-08 COTW
Greg	O'Leary	2020-09-03	2020-09-08 COTW
Dr. Abby	Kirumira	2020-09-02	2020-09-08 COTW
Dean	Manning	2020-09-08	2020-09-08 COTW
David & Michelle	Rideout	2020-09-08	2020-09-08 COTW
Colleen	Walsh-Bouman	2020-09-08	2020-09-08 COTW
Nicholas & Alyson	Juurlink/Bremner (Linked Farms)	2020-09-08	2020-09-22 Council
Tasha	Rogers	2020-09-08	2020-09-22 Council
Brad	Carrigan	2020-09-23	2020-10-13 COTW
Karen	Carrigan	2020-09-23	2020-10-13 COTW
Elaine	Morehouse	2020-09-24	2020-10-13 COTW
Gary	Morehouse	2020-09-24	2020-10-13 COTW
Dr. A	Kirumira	2020-09-24	2020-10-13 COTW
Blake	Sarsfield	undated	2020-10-13 COTW
Greg	Webster	2020-10-01	2020-10-13 COTW
Bobby	Kidston	2020-10-02	2020-10-13 COTW
NSTIR	(Province of NS)	2021-01-13	2021-01-26 Council
Darren	Porter	2021-03-19	2021-03-23 Council
Rylan	Carrigan	2021-03-29	2021-04-13 COTW
Robin	Bremner-Popma (Hants Co Fed of Agri)	2021-03-29	2021-04-13 COTW
Roslyn	MacDuff	2021-03-29	2021-04-13 COTW
Darlene	Taylor	2021-03-23	2021-04-13 COTW
Daniel	Oulton	2021-03-26	2021-04-13 COTW
Karen	Carrigan	2021-03-26	2021-04-13 COTW
Marie & Andrew	Connolly	2021-03-26	2021-04-13 COTW
Robin	Thomson (Atlantic Division Canoe Kayak Canada)	2021-03-30	2021-04-13 COTW
Barbara	Hughes	2021-03-29	2021-04-13 COTW
Laura	Fisher	2021-04-01	2021-04-13 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Nikki-Marie	Lloyd	2021-04-06	2021-04-13 COTW
Ken	Donnelly (Hwy 101 Twinning CLC)	2021-04-01	2021-04-13 COTW
Darren	Porter	2021-04-06	2021-04-13 COTW
Karen	Lynch	2021-04-09	2021-04-13 COTW
Carilee	Eddy	2021-04-15	2021-04-27 Council
Nikki-Marie	Lloyd	2021-04-19	2021-04-27 Council
Sheldon	Hope	2021-04-19	2021-04-27 Council
Adrienne	Wood	2021-04-22	2021-04-27 Council
Magda	Montgomery	2021-04-22	2021-04-27 Council
Sheldon	Hope	2021-04-26	2021-04-27 Council
Andrew	Smiley	2021-05-02	2021-05-11 COTW
Carrilee	Eddy	2021-05-03	2021-05-11 COTW
Denise	Forand	2021-04-27	2021-05-11 COTW
Erin	Naugler	2021-05-02	2021-05-11 COTW
Janet	Comeau	2021-05-02	2021-05-11 COTW
Kristyn	Anderson	2021-05-02	2021-05-11 COTW
Laura	Fisher	2021-04-01	2021-05-11 COTW
Nick	Rafuse	2021-05-03	2021-05-11 COTW
Nicole	McLeod	2021-05-02	2021-05-11 COTW
Robyn	Cook	2021-05-02	2021-05-11 COTW
Sheldon	Hope	2021-05-02	2021-05-11 COTW
Tammy	Hilden	2021-05-02	2021-05-11 COTW
Tracey	Sexton	2021-05-03	2021-05-11 COTW
Ginette	Pitcher	2021-05-03	2021-05-11 COTW
Greg	Miller	2021-05-05	2021-05-11 COTW
David & Michelle	Rideout	2021-05-05	2021-05-11 COTW
Sylvia & Vince	Burgess	2021-05-05	2021-05-11 COTW
Scott (Adrienne)	Miniau (Wood)	2021-05-03	2021-05-11 COTW
Barbara	Sullivan	2021-05-06	2021-05-11 COTW
Sandra & Skip	Hogan	2021-05-06	2021-05-11 COTW
Marie & Andrew	Connolly	2021-05-06	2021-05-11 COTW
Karen	Carrigan	2021-05-07	2021-05-11 COTW
Adrienne	Wood (Petition)	2021-05-07	2021-05-11 COTW
Lisa	Hines	2021-05-07	2021-05-11 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Cam	Hartley	2021-05-07	2021-05-11 COTW
Troy & Vicki	Harvie	2021-05-07	2021-05-11 COTW
Jenn	McDermott	2021-05-08	2021-05-11 COTW
Jennifer	Daniels	2021-05-09	2021-05-11 COTW
Krista & Colin	Duncan	2021-05-09	2021-05-11 COTW
Robin	Bremner-Popma	2021-05-07	2021-05-11 COTW
Roslyn (Darlene) [Barb]	MacDuff (Taylor) [Hughes]	2021-05-08	2021-05-11 COTW
Wayne & Dianne	Hines	2021-05-09	2021-05-11 COTW
Bob & Sandra	Langdon	2021-05-10	2021-05-11 COTW
Brad	Hood	2021-05-10	2021-05-11 COTW
Ed & Cathy	Kerr	2021-05-10	2021-05-11 COTW
Ann	MacArthur	2021-05-10	2021-05-11 COTW
Carole Anne	Casey	2021-05-10	2021-05-11 COTW
Sarah	MacDonald	2021-05-10	2021-05-11 COTW
Andre & Donna	Arsenault	2021-05-11	2021-05-11 COTW
Aaron	Leblanc	2021-05-12	2021-05-25 Council
Adrian	Rooney	2021-05-19	2021-05-25 Council
Adrienne	Wood	2021-05-12	2021-05-25 Council
Barb	Sullivan	2021-05-16	2021-05-25 Council
Barbara	Beck	2021-05-15	2021-05-25 Council
Bethany	Rozee	2021-05-12	2021-05-25 Council
Carl	Siler	2021-05-12	2021-05-25 Council
Carol	Bradley	2021-05-16	2021-05-25 Council
Carol	McKinley	2021-05-12	2021-05-25 Council
Chad	Pothier	2021-05-18	2021-05-25 Council
Chris	Cann	2021-05-21	2021-05-25 Council
Connie	Shay	2021-05-15	2021-05-25 Council
Conrad	Mullins	2021-05-18	2021-05-25 Council
Darlene	Taylor	2021-05-15	2021-05-25 Council
Darren	Porter	2021-05-12	2021-05-25 Council
Darren	Woods	2021-05-13	2021-05-25 Council
Dawson	Sheehy	2021-05-16	2021-05-25 Council
Deanna	Hamilton	2021-05-15	2021-05-25 Council
Debbie	Porter-Wood	2021-05-13	2021-05-25 Council
Debbie	Siler	2021-05-15	2021-05-25 Council
Denise	Forand	2021-05-13	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Devan	Archibald	2021-05-18	2021-05-25 Council
Diane	Ogilvie	2021-05-13	2021-05-25 Council
Erin	Naugler	2021-05-13	2021-05-25 Council
Ernest	Eddy	2021-05-15	2021-05-25 Council
Gerry	Young	2021-05-15	2021-05-25 Council
Gina	Cochrane	2021-05-12	2021-05-25 Council
Harry	Ullock	2021-05-15	2021-05-25 Council
Hope	Moon	2021-05-12	2021-05-25 Council
Ian	Shaw	2021-05-16	2021-05-25 Council
J	Davis (and J Griffith)	2021-05-17	2021-05-25 Council
Jacqueline	Farvacque	2021-05-12	2021-05-25 Council
Jayne	Murray	2021-05-16	2021-05-25 Council
Jeff	Redden	2021-05-17	2021-05-25 Council
Jennifer	Shaw	2021-05-16	2021-05-25 Council
Jocelyne	Marchand	2021-05-12	2021-05-25 Council
John & Sarah	Monette	2021-05-19	2021-05-25 Council
Jordan	Macumber	2021-05-12	2021-05-25 Council
Josette	Dugue	2021-05-12	2021-05-25 Council
Judy	Lynch	2021-05-13	2021-05-25 Council
June	Pedersen-LaPierre	2021-05-15	2021-05-25 Council
Justin	Cochrane	2021-05-12	2021-05-25 Council
Karen	Lynch	2021-05-18	2021-05-25 Council
Kathryn	Bergeron	2021-05-16	2021-05-25 Council
Kathy	Veinot	2021-05-15	2021-05-25 Council
Kyle	Pellegrini	2021-05-12	2021-05-25 Council
Lachlan	Riehl	2021-05-12	2021-05-25 Council
Laura	Stewart	2021-05-19	2021-05-25 Council
Lee	Billington	2021-05-12	2021-05-25 Council
Lee	Millett	2021-05-12	2021-05-25 Council
Lexie	Barkhouse	2021-05-12	2021-05-25 Council
Linda	Card	2021-05-11	2021-05-25 Council
Monique	Wood	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-18	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-12	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-17	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

<u>First Name</u>	<u>Last Name</u>	<u>Correspondence Date</u>	<u>Meeting / logged</u>
Olena	Kharytonova	2021-05-15	2021-05-25 Council
Pat	Porter	2021-05-12	2021-05-25 Council
Paula	Lake	2021-05-12	2021-05-25 Council
Robert	Bowkett	2021-05-18	2021-05-25 Council
Roslyn	MacDuff	2021-05-15	2021-05-25 Council
Ruth	Angevine	2021-05-13	2021-05-25 Council
Scotch Village	Farm	2021-05-19	2021-05-25 Council
Shirley	Pineo	2021-05-12	2021-05-25 Council
Stephen	Brooks	2021-05-12	2021-05-25 Council
Trudy	Sheehy	2021-05-17	2021-05-25 Council
Steven	Bouman	2021-05-17	2021-05-25 Council
Sue	Sheehy	2021-05-14	2021-05-25 Council
Susie	Smith	2021-05-12	2021-05-25 Council
Tasha	Rogers	2021-05-12	2021-05-25 Council
Tera	Brommit	2021-05-17	2021-05-25 Council
Toni-Lee	Burns	2021-05-12	2021-05-25 Council
Tony	Wood	2021-05-18	2021-05-25 Council
Tracey	Sexton	2021-05-16	2021-05-25 Council
Trevor	Levy	2021-05-12	2021-05-25 Council
Tricia	Brommit	2021-05-17	2021-05-25 Council
Vince & Sylvia	Burgess	2021-05-16	2021-05-25 Council
Loretta	MacEachern	2021-05-20	2021-05-25 Council
Tim & Jennifer	Bayers	2021-05-21	2021-05-25 Council
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darren	Porter (forwarded email from/to another source)	2021-05-27	2021-06-08 COTW
Dawn	Allen	2021-05-25	2021-06-08 COTW
John	Monette	2021-05-25	2021-06-08 COTW
Richard	Dunham	2021-05-25	2021-06-08 COTW
Carrilee	Eddy	2021-06-06	2021-06-22 Council
Darlene	Taylor	2021-06-09	2021-06-22 Council
Darren	Porter	2021-06-06	2021-06-22 Council
Lisa	Bland	2021-06-08	2021-06-22 Council
Krista & Scott	Lloy	2021-06-07	2021-06-22 Council
Nancy	Sheehy	2021-06-06	2021-06-22 Council
Karen	Beazley	2021-07-06	2021-07-13 COTW

Avon River Causeway Correspondence

(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

[illegible]

Deanna Snair

Subject:

FW: CORRESPONDENCE FROM MINSTER JOHN A. LOHR

From: "Jennings, Jacinda E" <Jacinda.Jennings@novascotia.ca>

Date: October 29, 2021 at 3:45:42 PM ADT

To: Mark Phillips <MPhillips@westhants.ca>

Subject: CORRESPONDENCE FROM MINSTER JOHN A. LOHR

SENDING ON BEHALF OF HONOURABLE MINISTER JOHN A. LOHR

October 29, 2021

Mark Phillips

CAO

West Hants Regional Municipality

VIA E-MAIL: mphillips@westhants.ca

Dear Mark Phillips:

The Department of Municipal Affairs and Housing (DMAH) is pleased to advise that the West Hants Regional Municipality will be receiving a one-time contribution of \$562,708, representing the doubling of the Municipal Financial Capacity Grant and the Town Foundation Grant.

Municipal services are among the most important in the day-to-day lives of all Nova Scotians, and the Department recognizes the costs to provide these services has become more expensive over the years.

DMAH will be working towards negotiating a new Provincial-Municipal Memorandum of Understanding. While we negotiate a Memorandum of Understanding, for the first year, the Province has committed to doubling the Municipal Financial Capacity Grant and the Town Foundation Grant.

The Department believes that your collective efforts are essential if we are to successfully implement many of the objectives of the Department's mandate. I would like to take this opportunity to acknowledge your important work and the significant contribution you make to the lives of Nova Scotians. Thank you for all you do to foster the growth and development of Nova Scotia's communities.

Should you have any questions regarding this funding, please contact Bongsun Cho-MacDonald, Manager of Municipal Finance, at (902) 424-6292.

Sincerely,



Honourable John A. Lohr

Minister of Municipal Affairs and Housing

c: CAO Abraham Zebian and Council, West Hants Regional Municipality,

azebian@westhants.ca

Bongsun Cho-MacDonald, Manager of Municipal Finance, DMAH

Deanna Snair

From: Bekah Craik
Sent: Friday, November 5, 2021 2:54 PM
To: Deanna Snair
Subject: RE: Designated Bicycling Route - Bog Road, Hants County

Deanna,

Could you please advise on whether I can give approval or if approval needs to come from the Mayor or CAO?

Thanks,
Bekah



Bekah Craik
Active Living Coordinator
West Hants Regional Municipality
PO Box 3000, 76 Morison Drive, Windsor, NS, B0N2T0

T 902-790-9647
E activeliving@westhants.ca
W www.westhants.ca

From: Homans, Robyn <Robyn.Homans@novascotia.ca>
Sent: Friday, November 5, 2021 1:28 PM
To: Deanna Snair <DSnair@westhants.ca>
Cc: melissa.mlaoffice@gmail.com; Bekah Craik <activeliving@westhants.ca>; Public Works Minister <PublicWorksMinister@novascotia.ca>
Subject: RE: Designated Bicycling Route - Bog Road, Hants County

Caution

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Hi Deanna, Bekah and Melissa;

Thank you for your letter requesting that Bog Road be considered for addition to the Blue Route. Trunk1 in Windsor to Hantsport has previously been identified as the Blue Route and hence the Bog Road can not be considered for the Blue Route, but it could be assessed for "designation as a bicycle route". Would you like me to start with this process?

Thanks,
Robyn

From: Deanna Snair <DSnair@westhants.ca>
Sent: November 4, 2021 3:57 PM
To: Public Works Minister <PublicWorksMinister@novascotia.ca>
Cc: Homans, Robyn <Robyn.Homans@novascotia.ca>; melissa.mlaoffice@gmail.com; Bekah Craik <activeliving@westhants.ca>
Subject: Designated Bicycling Route - Bog Road, Hants County



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: WHRM Committee of the Whole

Submitted by: _____
Bekah Craik, Active Living Coordinator

Date: November 9, 2021

Subject: Accessibility Plan Consultant Services RFP Award

LEGISLATIVE AUTHORITY

- Municipal Government Act, Part IV Finance, Section 65
- NS Accessibility Act, Chapter 2 of the Acts of 2017
- WHRM Meeting and Committee Procedural Policy RCOGE-003.00, Appendix 'D'

RECOMMENDATION or DECISION REQUEST

...that Council approves the award of Request for Proposals # WHRMAD20-08, Consultant Services Accessibility Plan to CBCL in the amount of \$29,754.30 plus 10% contingency, and applicable taxes.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☒	Economic ☐	Councillor Activity ☐
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In 2017, Nova Scotia passed the *Accessibility Act*, demonstrating the Province's commitment to creating a more equitable and barrier free province for all Nova Scotians. Shortly following the amalgamation of the former municipal units, the Regional Accessibility Advisory Committee was formed in compliance with the Act. Serving to advise Council on matters relating to the identification, prevention, and elimination of barriers to accessibility in the community, the Committee will play a pivotal role in helping the Municipality to ensure equitable access and reach its mandate to become accessible to all by 2030.

Under the Act, municipalities must develop an accessibility plan, in consultation with peoples with disabilities and organizations representing peoples with disabilities. The Plan must include a guide for implementation, including Municipal staff and Council responsibility, timeline, monitoring and evaluation, and a mechanism to respond to questions or complaints. WHRM is required to submit its Accessibility Plan to the Province by April 1, 2022.

In an effort to assist municipalities, the Province of Nova Scotia created an “Accessibility Planning Toolkit for Municipalities” to act as a guide to Plan establishment. There are six focus areas in this framework toolkit:

- Awareness
- Goods and Services
- Information and Communication
- Transportation
- Employment
- Built Environment

The RFP requested consultants outline a proposal to produce a 10–15 year Accessibility Plan which addresses the mandatory requirements and accessibility standards from the Province.

DISCUSSION

The RFP (WHRMAD20-08) outlined the following deliverables:

- i. Facilitate and assist the Accessibility Advisory Committee with development of a “Statement of Commitment” as defined in the “*Accessibility Planning Toolkit for Municipalities*” (Dec 2019).
- ii. A review and assessment of existing Municipally-owned facilities and public spaces as it relates to accessibility.
- iii. A list of achievements to date that the Municipality has had in identifying, removing, and preventing barriers in policies, programs, practices, and services.
- iv. An identified process on how the Municipality will identify, remove, and prevent barriers in policies, programs, practices, and services moving forward.
- v. A list of capital projects outlining the Municipality’s assets which require modifications to ensure accessibility standards are met. This includes setting a prioritized timeline for projects based on the most impact. Timeline is to be broken into 5-10 year markers. (Costing of capital projects is not required or requested).
- vi. Design a process to assess the effects of Municipal policies, programs, practices, and services on accessibility.
- vii. Provide a detailed schedule of the ‘deliverables’ process. Required completion date of this project is three (3) months after the agreed upon start date. The final West Hants Regional

Municipality Accessibility Plan will be produced no later than Wednesday, February 23, 2022.

- viii. Conduct at least three (3) community consultation and engagement sessions. All information is to be incorporated into the final report.

In response to the Request for Proposal (WHRMAD20-08), four consultants submitted proposals for consideration. The two-part tender defined the bid scoring process to be used; that combined both a weighted technical criteria component as well as a weighted financial component. Proposals were reviewed and evaluated independently by the members of the evaluation working group (members of the Accessibility Committee).

Only three out of the four proposals met the 75% minimum pass rate in the Technical Scoring that qualified them for the second stage, the Financial Scoring. Once both the technical and financial scoring were evaluated, CBCL was identified as per the recommendation.

Proponent Name	Financial
WLK Media Solutions	N/A*
CBCL	\$ 29,754.30 + applicable taxes
Davis Pier	\$ 49,800.00 + applicable taxes
Intelligent Futures	\$ 60,777.00 + applicable taxes

*N/A: not opened as Technical Score did not pass the minimum pass rate of 75%.

NEXT STEPS

1. Award contract to successful proponent.
2. Contractor begins and completes work between November 2021 and February 23, 2022.
3. March 2022 Final Municipal Accessibility Plan is presented to Council for adoption.
4. March/April 2022 West Hants Regional Municipality Accessibility Plan is submitted to the Province of Nova Scotia.

FINANCIAL IMPLICATIONS

This item was budgeted in the 2021/22 Operating Budget. The total financial impact will be \$34,134 after applicable taxes.

ALTERNATIVES

- Council may choose to not support the recommendation.

- Council may choose to award this contract to an alternative proponent; however, financial implications will differ than that proposed in this report.

Neither of these alternatives are being recommended.

ATTACHMENTS

- NS Accessibility Act, Chapter 2 of the Acts of 2017
- WHRM Meeting and Committee Procedural Policy RCOGE-003.00, Appendix 'D'

CHIEF ADMINISTRATIVE OFFICER REVIEW

It is critical as a Municipality that we move forward with the requirement to create a plan and to ensure by 2030 we are an accessible municipality. This requirement extends beyond the build environment which we commonly focus on. Other influences falling within the responsibility of the municipality include policy review and for us to reflect on methods of communication, welcomeness and program and service delivery to ensure we are accessible by all.

I support the recommendation.

Report Prepared by:

Bekah Craik, Active Living Coordinator

Report Reviewed by:



Shelleena Thornton, Municipal Operations Supervisor

Report Reviewed by:

Carlee Rochon, Director of Financial Services

Report Approved by:



Mark Phillips, Chief Administrative Officer

Accessibility Act

CHAPTER 2 OF THE ACTS OF 2017



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CHAPTER 2 OF THE ACTS OF 2017

An Act Respecting Accessibility in Nova Scotia

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WHEREAS, under the United Nations Convention on the Rights of Persons with Disabilities, Canada agrees to take appropriate measures to achieve accessibility and to develop and monitor minimum accessibility standards;

AND WHEREAS the *Canadian Charter of Rights and Freedoms* grants equality rights to all persons without discrimination on the basis of a disability;

AND WHEREAS the *Human Rights Act* recognizes that the Government, public agencies and all persons have a responsibility to ensure equal opportunity for every individual to enjoy a full and productive life;

AND WHEREAS persons with disabilities disproportionately live in conditions of poverty;

AND WHEREAS there is diversity among persons with disabilities;

AND WHEREAS persons with disabilities continue to face attitudinal and environmental barriers that prevent them from achieving their full and equal participation in society;

AND WHEREAS persons with disabilities who are subject to multiple forms of discrimination face additional barriers;

AND WHEREAS achieving accessibility will improve the independence and well-being of persons with disabilities;

AND WHEREAS the Government acknowledges it must take a leadership role in the process of achieving an accessible Nova Scotia:

Short title

1 This Act may be cited as the *Accessibility Act*. 2017, c. 2, s. 1.

Purpose of Act

2 The purpose of this Act is to

(a) achieve accessibility by preventing and removing barriers that disable people with respect to

- (i) the delivery and receipt of goods and services,
- (ii) information and communication,
- (iii) public transportation and transportation infrastructure,
- (iv) employment,
- (v) the built environment,
- (vi) education, and
- (vii) a prescribed activity or undertaking;

(b) provide for the involvement of persons with disabilities, the public sector and other stakeholders in the development of accessibility standards;

(c) facilitate the timely implementation of accessibility standards with a goal of achieving an accessible Nova Scotia by 2030;

(d) monitor, review and enforce compliance with accessibility standards; and

(e) establish an Accessibility Directorate that is responsible for supporting accessibility initiatives and advancing broader disability-related issues. 2017, c. 2, s. 2.

Interpretation

3 (1) In this Act,

(a) “accessibility plan” means a plan to address the identification, removal and prevention of barriers in the policies, programs, practices and services of a public sector body;

(b) “accessibility standard” means an accessibility standard established under this Act;

(c) “barrier” means anything that hinders or challenges the full and effective participation in society of persons with disabilities

including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice;

(d) “Board” means the Accessibility Advisory Board established under this Act;

(e) “built environment” means the human-made space in which people live, work, learn and play and includes buildings, rights-of-way and outdoor spaces;

(f) “committee” means a committee established under this Act;

(g) “Court” means the Supreme Court of Nova Scotia;

(h) “Director” means the Director of Compliance and Enforcement appointed pursuant to Section 45;

(i) “disability” includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability, that, in interaction with a barrier, hinders an individual’s full and effective participation in society;

(j) “Government” means Her Majesty in right of the Province;

(k) “inspector” means an inspector appointed under this Act;

(l) “Minister” means the Minister of Justice;

(m) “organization” includes the Government, a sole proprietorship, corporation, society, association, partnership and limited liability partnership, any association of individuals and any similar body;

(n) “order” means an order made under this Act;

(o) “prescribed” means prescribed by the regulations;

(p) “public sector body” means

(i) the Government,

(ii) a prescribed municipality,

(iii) a prescribed university, and

(iv) a prescribed organization.

(2) A document or information is publicly available if it is posted on a website or made available in a prescribed manner. 2017, c. 2, s. 3.

Act with stronger protection of rights prevails

4 (1) Nothing in this Act or the regulations diminishes the rights and protections offered to persons with disabilities under the *Human Rights Act*.

(2) Where a provision of this Act or the regulations conflicts with a provision of another enactment, the provision of this Act or the regulations prevails unless the other enactment provides a higher level of accessibility for persons with disabilities. 2017, c. 2, s. 4.

Act binds Crown

5 This Act binds Her Majesty in right of the Province. 2017, c. 2, s. 5.

Supervision of Act

6 The Minister is responsible for the general supervision and management of this Act and the regulations. 2017, c. 2, s. 6.

Mandate of Minister

7 (1) The mandate of the Minister is to achieve accessibility for persons disabled by barriers by

(a) raising awareness of how persons with disabilities are disabled by barriers;

(b) promoting and encouraging the prevention and removal of barriers;

(c) overseeing the development and implementation of accessibility standards necessary to attain the purpose of this Act;

(d) assisting in the integration of applicable accessibility standards into the activities of all persons in the Province; and

(e) ensuring persons in the Province are consulted in the development of accessibility standards and informed about their duties and responsibilities under the standards once created.

(2) Within one year of the coming into force of this Act the Minister shall adopt, and make publicly available, an implementation strategy setting out how the Minister plans to achieve the goal of an accessible Nova Scotia by 2030. 2017, c. 2, s. 7.

Annual report of Minister

8 (1) The Minister shall annually prepare a report of the actions the Minister has undertaken pursuant to Section 7 during the preceding fiscal year and make that report publicly available.

(2) The Minister shall table the report in the House of Assembly within 15 days after it is completed or, where the Assembly is not then sitting, file it with the Clerk of the Assembly. 2017, c. 2, s. 8.

Delegation by Minister

9 (1) The Minister may, in writing, delegate any power or duty conferred or imposed on the Minister under this Act to

- (a) an employee of the Government;
- (b) an employee of a municipality; or
- (c) another person,

who, in the Minister's opinion, has the requisite qualifications and experience.

(2) Where the Minister delegates a power or duty under subsection (1), the Minister may

(a) specify how the power or duty is to be exercised or performed and impose any requirement in relation to or restrictions on the exercise or performance of the power or duty that the Minister considers appropriate; and

(b) provide that the delegate be paid for, or reimbursed for the cost of, exercising or performing the delegated power or duty.

(3) Before making a delegation to a person under clause (1)(a) or (b), the Minister shall consult with and obtain the consent of the employer of the person.

(4) Before making a delegation to a person under clause (1)(c), the Minister shall obtain the consent of the person.

(5) The Minister may revoke a delegation made under subsection (1). 2017, c. 2, s. 9.

ACCESSIBILITY DIRECTORATE

Establishment of and role

10 (1) The Accessibility Directorate is hereby established.

(2) The role of the Accessibility Directorate is to

(a) support the implementation and administration of this Act and the regulations;

(b) address broader disability-related initiatives by acting as a central government mechanism to ensure that the concerns of persons with disabilities respecting policy, program development and delivery are advanced and considered by the Government. 2017, c. 2, s. 10.

Executive Director and staff

11 (1) The Minister shall appoint an Executive Director and the staff of the Accessibility Directorate.

(2) The Executive Director shall lead the Accessibility Directorate and liaise with the Board.

(3) The staff of the Accessibility Directorate shall be appointed pursuant to the *Civil Service Act*. 2017, c. 2, s. 11.

Duties

12 The Accessibility Directorate shall

(a) provide policy, programming, communication and administrative support on all aspects of this Act and the regulations;

(b) conduct research and develop and implement programs of public education and awareness on the purpose of this Act;

(c) examine and review measures, policies, practices and other requirements to improve opportunities for persons with disabilities; and

(d) identify and study issues of concern to persons with disabilities and recommend action where appropriate. 2017, c. 2, s. 12.

ACCESSIBILITY ADVISORY BOARD

Board composition

13 (1) There shall be an Accessibility Advisory Board consisting of 12 members appointed by the Governor in Council on the recommendation of the Minister.

(2) In making recommendations to the Governor in Council for the purpose of subsection (1), the Minister shall take into consideration

(a) the skills and assets the Minister considers necessary to ensure an effective and optimally functioning Board; and

(b) representation by stakeholder groups that will be subject to the accessibility standards.

(3) The majority of the members of the Board must be persons with disabilities. 2017, c. 2, s. 13.

Term

14 (1) A person appointed to the Board holds office for a term of three years.

(2) No person may be appointed to the Board for more than two consecutive terms. 2017, c. 2, s. 14.

Chair and Vice-chair

15 (1) The Governor in Council, on the recommendation of the Minister, may designate members of the Board as the Chair and the Vice-chair of the Board.

(2) The Vice-chair shall act as Chair if the Chair is absent or unable to act or when authorized to act by the Chair. 2017, c. 2, s. 15.

Board meetings and reports

16 (1) The Board shall hold at least four regular meetings in each year and meet with the Minister at least once every 12 months.

(2) The Board shall prepare a summary report after each regular meeting and make the report publicly available.

(3) The Board shall annually prepare a report of its activities and operations during the preceding fiscal year, file it with the Minister and make the report publicly available. 2017, c. 2, s. 16.

Duties

17 The Board shall advise and make recommendations to the Minister about accessibility and, in particular, shall

(a) suggest measures, policies, practices and requirements that may be implemented by the Government to achieve accessibility;

(b) assess whether existing measures, policies, practices and requirements are consistent with the purpose of this Act;

(c) set priorities for the establishment and content of accessibility standards and the timelines for their implementation;

(d) set long-term accessibility objectives for furthering the purpose of this Act; and

(e) respond to requests for accessibility advice from the Minister. 2017, c. 2, s. 17.

Standard development committees

18 (1) The Board shall, with the approval of the Minister, establish standard development committees to assist the Board with making recommendations to the Minister on the content and implementation of accessibility standards.

(2) The Board shall prepare terms of reference for each standard development committee that include deadlines for each stage of the standard development process.

(3) The Board may, with the approval of the Minister, establish a subcommittee of technical experts and other individuals familiar with issues specific to the standard being developed. 2017, c. 2, s. 18.

Standard development committee composition

19 (1) A standard development committee established under Section 18 must have

- (a) one half of its membership consist of persons with disabilities or representatives from organizations representing persons with disabilities;
- (b) representatives of organizations and classes of organizations likely to be affected by the standard being developed; and
- (c) representatives from departments of the Government that have responsibilities related to the standard being developed.

(2) A person does not need to be a member of the Board to be a member of a committee or subcommittee. 2017, c. 2, s. 19.

Remuneration and expenses

20 (1) The Board, committee and subcommittee members not employed in the public service of the Province shall be paid such remuneration as is determined by the Minister.

(2) The Board, committee and subcommittee members shall be reimbursed for their reasonable expenses incurred in the performance of their duties. 2017, c. 2, s. 20.

ACCESSIBILITY STANDARDS

Considerations for a recommendation

21 When making a recommendation to the Minister on a proposed accessibility standard, the Board shall consider

- (a) the accessibility objectives for the activity or undertaking, the class, the aspect of the built environment or the individuals or organizations to which the standard relates; and
- (b) the measures, policies, practices and other requirements that the Board believes should be implemented, including
 - (i) how and by whom they should be implemented, and
 - (ii) the period for implementing them. 2017, c. 2, s. 21.

Considerations for recommending a time period

22 When recommending time periods for implementing an accessibility standard, the Board shall consider

- (a) the nature of the barriers that the measures, policies, practices and other requirements are intended to identify, remove or prevent;
- (b) any technical and economic considerations that may be associated with implementing the standard; and
- (c) any other matter requested by the Minister. 2017, c. 2, s. 22.

Consultation

23 When preparing recommendations under Sections 21 and 22, the Board shall ensure that the following persons have been consulted:

- (a) persons with disabilities;
- (b) representatives from organizations representing persons with disabilities;
- (c) representatives of those engaged in the activity or undertaking, or the individuals or organizations, or representatives of the class that may be made subject to the proposed accessibility standard;
- (d) representatives of government entities that have responsibilities relating to the activity, undertaking or class that may be made subject to the proposed accessibility standard; and
- (e) other individuals or organizations that the Minister considers advisable. 2017, c. 2, s. 23.

Separate recommendations

24 The Board shall attempt to achieve a consensus among its members on its recommendations but one or more members may submit recommendations if a consensus is not achieved. 2017, c. 2, s. 24.

Form and availability of recommendations

25 (1) The recommendations must be submitted to the Minister in the form and within the period specified by the Minister.

(2) The Minister shall make the recommendations publicly available. 2017, c. 2, s. 25.

Proposed accessibility standard

26 Upon receipt of the recommendations, the Minister may prepare a proposed accessibility standard adopting the recommendations in whole, in part or with any modifications the Minister considers appropriate. 2017, c. 2, s. 26.

Contents of accessibility standard

27 An accessibility standard may

- (a) specify the individuals or organizations that are subject to the standard;
- (b) set out measures, policies, practices and other requirements for
 - (i) identifying and removing barriers, and
 - (ii) preventing barriers from being established; and

- (c) require the individuals or organizations that are subject to the standard to implement those measures, policies, practices and other requirements within the period specified in the standard. 2017, c. 2, s. 27.

Application may be general or specific

28 An accessibility standard may be general or specific in its application and may be limited as to time and place. 2017, c. 2, s. 28.

Application to individuals or organizations

29 Accessibility standards may apply to individuals or organizations that

- (a) employ others;
- (b) offer accommodation;
- (c) own, operate, maintain or control an aspect of the built environment other than a private residence with three or fewer dwelling units;
- (d) provide goods, services or information to the public; or
- (e) engage in a prescribed activity or undertaking or meet other prescribed requirements. 2017, c. 2, s. 29.

Classes of persons, activities or aspects of built environment

30 An accessibility standard may apply to different classes of individuals or organizations or aspects of the built environment and, without limiting the generality of the foregoing, may apply to classes with respect to any attribute, quality or characteristic, or any combination of those things, including

- (a) the number of persons employed by an individual or organization or its annual revenue;
- (b) the type of activity or undertaking in which an individual or organization is engaged or the sector of the economy of which an individual or organization is a part; or
- (c) a particular characteristic of an aspect of the built environment, such as the type of infrastructure or the size of a building, a structure or premises, that is owned, operated, maintained or controlled by an individual or organization. 2017, c. 2, s. 30.

May define a class

31 An accessibility standard may define a class to include or exclude an individual or organization, or an aspect of the built environment, having the same or different attributes, qualities or characteristics. 2017, c. 2, s. 31.

More than one accessibility standard may apply

32 An individual or organization may be subject to more than one accessibility standard. 2017, c. 2, s. 32.

Must be publicly available

33 The Minister shall make a proposed accessibility standard publicly available. 2017, c. 2, s. 33.

Comments re proposed accessibility standard

34 Within 60 days after a proposed accessibility standard is made publicly available, or within any other longer period specified by the Minister, an individual or organization may submit comments about the proposed standard to the Minister. 2017, c. 2, s. 34.

Recommendation to Governor in Council

35 After consulting with the Board with respect to any comments and, if the Minister considers it appropriate, revising the proposed accessibility standard, the Minister shall recommend the standard to the Governor in Council for approval as a regulation. 2017, c. 2, s. 35.

Records

36 An individual or organization that is subject to an accessibility standard shall

- (a) prepare and keep records in accordance with the regulations;
- and
- (b) make the records available for inspection and examination under this Act and the regulations. 2017, c. 2, s. 36.

Compliance period

37 An individual or organization that is subject to an accessibility standard shall comply with it within the period specified in the standard. 2017, c. 2, s. 37.

Incentive-based measures

38 Where the Minister believes it is in the public interest to do so, the Minister may recommend that the Governor in Council prescribe incentive-based measures to encourage and assist an individual or organization, or a class of individuals or organizations, to meet or exceed an accessibility standard. 2017, c. 2, s. 38.

Accessibility plans

39 (1) Every public sector body shall prepare and make publicly available an accessibility plan within one year of the coming into force of this Act.

(2) A municipality, university or organization shall prepare and make publicly available an accessibility plan within one year of being prescribed as a public sector body. 2017, c. 2, s. 39.

Accessibility plan must include

40 An accessibility plan must include

- (a) a report on measures the public sector body has taken and intends to take to identify, remove and prevent barriers;
- (b) information on procedures the public sector body has in place to assess the following for their effect on accessibility for persons with disabilities:
 - (i) any of its proposed policies, programs, practices and services, and
 - (ii) any proposed enactments or by-laws it will be administering; and
- (c) any other prescribed information. 2017, c. 2, s. 40.

Input for accessibility plan

41 A public sector body shall seek input from persons with disabilities and representatives of organizations representing persons with disabilities when preparing an accessibility plan. 2017, c. 2, s. 41.

Updated and publicly available

42 A public sector body shall update its accessibility plan every three years and make it publicly available. 2017, c. 2, s. 42.

Joint accessibility plan

43 Two or more public sector bodies may agree to have a joint accessibility plan. 2017, c. 2, s. 43.

Accessibility advisory committee

44 (1) Every public sector body shall establish an accessibility advisory committee or continue any such committee that was established before the coming into force of this Act.

(2) At least one half of the members of an accessibility advisory committee must be persons with disabilities or representatives from organizations representing persons with disabilities. 2017, c. 2, s. 44.

COMPLIANCE AND ENFORCEMENT**Director of Compliance and Enforcement**

45 (1) The Minister shall appoint a Director of Compliance and Enforcement.

(2) The Director shall

- (a) carry out the powers and duties assigned to the Director under this Act;
- (b) advise the Minister with respect to compliance and enforcement matters; and

- (c) perform such duties as are assigned by the Minister.

(3) The Director may delegate the exercise of any of the Director's duties, powers or functions, other than the power to review an order or decision. 2017, c. 2, s. 45.

Inspectors and other persons to assist

46 (1) Inspectors and other persons required to administer compliance with and enforcement of this Act and the regulations shall be appointed by the Minister in accordance with the *Civil Service Act*.

(2) Notwithstanding subsection (1), the Minister may engage, upon such terms and conditions as the Minister considers necessary, the services of such persons as the Minister requires for administering compliance with and enforcement of this Act and the regulations. 2017, c. 2, s. 46.

Identification card

47 (1) An inspector carrying out an inspection under this Act shall produce, on request, an identification card provided by the Minister for that purpose.

(2) A copy of an identification card purporting to be signed by the Minister is proof in any court of law that an individual is an inspector. 2017, c. 2, s. 47.

Inspections

48 (1) An inspector may carry out an inspection in response to a complaint or in relation to an activity as directed by the Director.

(2) An inspector may carry out any inspection, examination or test reasonably required to

- (a) determine compliance with this Act and the regulations;

- (b) verify the accuracy or completeness of a record or of other information required to be prepared under this Act and the regulations; or

- (c) perform any other duty or function that the inspector considers necessary or advisable in the administration or enforcement of this Act and the regulations.

(3) When carrying out an inspection under this Section, an inspector may

- (a) require the production of any document or record for inspection and copying; and

- (b) inspect the physical premises and equipment. 2017, c. 2, s. 48.

Public Inquiries Act

49 An inspector has all the powers, privileges and immunities of a commissioner appointed under the *Public Inquiries Act*, with the exception of the powers of contempt, arrest and imprisonment. 2017, c. 2, s. 49.

Powers of inspector

50 (1) Subject to subsection (2), an inspector may, at any reasonable time, enter

(a) any land or any building, structure, premises or place that is subject to this Act or the regulations; or

(b) any other premises or place where the inspector has reasonable grounds to believe that records or things relevant to the administration or enforcement of this Act or the regulations are kept,

for the purpose of administering and enforcing this Act or the regulations.

(2) An inspector may not enter a private dwelling place or any part of a place that is designed to be used and is being used as a permanent or temporary private dwelling place except

(a) with the consent of the occupant of the place; or

(b) under an order granted under Section 51. 2017, c. 2, s. 50.

Court order

51 (1) Where a justice is satisfied on evidence under oath by an inspector that

(a) there are reasonable grounds to believe that it is appropriate for the administration of this Act for the inspector to do anything set out in Section 48; and

(b) the inspector may not be able to carry out duties under this Act effectively without an order under this Section because

(i) no person is present to grant access to premises that are locked or otherwise inaccessible,

(ii) a person has denied the inspector access to premises or there are reasonable grounds for believing that a person may deny the inspector access to premises,

(iii) a person has prevented the inspector from doing one or more things set out in Section 48 or denied the inspector access to something, as a result of which the inspector is unable to do one or more things set out in Section 48,

(iv) there are reasonable grounds to believe that a person may prevent an inspector from doing one or more things set out in Section 48, or may deny the inspector access

to something as a result of which the inspector may be unable to do one or more things set out in Section 48,

(v) it is impractical, because of the remoteness of the premises to be inspected or because of any other reason, for the inspector to obtain an order under this Section without delay if access is denied, or

(vi) there are reasonable grounds to believe that an attempt by the inspector to do anything set out in Section 48 without the order might defeat the purpose of that Section or cause an adverse effect,

the justice may issue an order authorizing the inspector to do anything set out in Section 48 that is specified in the order for the period set out in the order.

(2) The period referred to in subsection (1) may not extend beyond 30 days after the date on which the order is made, but the order may be renewed for any reason set out in subsection (1) for one or more periods, each of which may not be more than 30 days.

(3) An application for an extension under subsection (2) may be made before or after the expiry of the period.

(4) An order under this Section may be issued or renewed on application without notice. 2017, c. 2, s. 51.

Order or finding of inspector

52 (1) An inspector who finds that this Act or the regulations are being or have been contravened may issue an order, in the form prescribed, requiring the individual or organization responsible for the contravention to remedy it.

(2) Where an inspector carries out an inspection and finds that this Act or the regulations are not being or have not been contravened the inspector shall document the finding and any relevant information leading to the finding. 2017, c. 2, s. 52.

Director may review decision of inspector

53 The Director may, on the Director's own motion, review any decision of an inspector that does not result in the issuance of an order and may confirm the inspector's decision or direct the inspector to issue an order under subsection 52(1). 2017, c. 2, s. 53.

Review of inspector's order

54 (1) An individual or organization named in an order made under subsection 52(1) may request the Director to review the order.

(2) A request must be made in writing and must include the individual's or organization's name and address, the reasons for requesting the review

and any additional information that the individual or organization wants to be considered by the Director.

(3) The Director is not required to hold a hearing when a request for review is made.

(4) A request for review operates as a stay of the inspector's order pending the outcome of the review by the Director.

(5) The Director may confirm, revoke or vary the order.

(6) The Director shall, within 60 days of the request for review being made, provide the individual or organization who requested the review with

(a) a copy of the Director's decision, with written reasons;
and

(b) notification of the right to appeal the decision to the Court under Section 60.

(7) Where a request for review of an inspector's order is not received by the Director within 30 days after the order is served, the inspector's order is final. 2017, c. 2, s. 54.

Administrative penalty

55 (1) Subject to Section 56, where the Director is of the opinion that an individual or organization has failed to comply with an inspector's order within the period specified in the order, the Director may issue a written notice requiring the individual or organization to pay an administrative penalty in the amount prescribed.

(2) Notice of an administrative penalty may only be issued after the period for appealing an order has expired or, where an appeal has been filed, after a decision has been made on the appeal.

(3) The notice of administrative penalty must be served on the individual or organization required to pay the penalty. 2017, c. 2, s. 55.

Limitation period

56 No penalty may be issued by the Director more than three years after the act or omission that renders the individual or organization liable to a penalty first came to the knowledge of the Director. 2017, c. 2, s. 56.

Certificate filed with Court

57 (1) The Director may file a certificate with the Court signed by the Director and setting out

(a) the amount of the administrative penalty issued; and

(b) the individual or organization against whom the penalty is issued.

(2) A certificate filed under this Section has the same force and effect as if it were a judgment obtained in the Court for the recovery of a debt in the amount set out in the certificate and may be enforced in the same manner as a judgment of the Court. 2017, c. 2, s. 57.

Effect of payment of administrative penalty

58 An individual or organization who pays an administrative penalty for an incident of non-compliance may not be charged with an offence with respect to that non-compliance unless the non-compliance continues after the penalty is paid. 2017, c. 2, s. 58.

Use of administrative penalty fees

59 Administrative penalties paid under this Act must be used for the purpose of accessibility initiatives, including public education and awareness. 2017, c. 2, s. 59.

Appeal

60 (1) Any individual or organization who is directly affected by a decision of the Director made under

- (a) Section 54 with respect to an order; or
- (b) Section 55 with respect to an administrative penalty,

may appeal the decision by filing a notice of appeal with the Court and serving a copy on the Director and any other person who the Court orders to be served.

(2) An appeal may be made on the following grounds:

- (a) in the case of a decision under Section 54, that the finding of a contravention of this Act or the regulations was incorrect; or
- (b) in the case of an administrative penalty, that
 - (i) the amount of the penalty was not determined in accordance with the regulations, or
 - (ii) the amount of the penalty is not justified in the public interest.

(3) An appeal may not be commenced more than 30 days after the individual or organization receives a decision of the Director. 2017, c. 2, s. 60.

Duties of Director on appeal

61 On receipt of the notice of appeal under subsection 60(1), the Director shall file with the Court true copies of

- (a) all documents and materials that were before the Director when the Director made the decision;
- (b) the Director's decision; and
- (c) the Director's written reasons for the decision. 2017, c. 2, s. 61.

Powers of court

62 (1) On hearing an appeal under Section 60, the Court may confirm, vary or dismiss the decision or refer the matter back to the Director.

(2) The Court may make any order as to costs on an appeal that the Court considers appropriate. 2017, c. 2, s. 62.

Appeal operates as stay

63 The commencement of an appeal under Section 60 operates as a stay of the decision pending the outcome of the appeal. 2017, c. 2, s. 63.

Director's report

64 (1) The Director shall maintain a database of all complaints of non-compliance, inspector visits, orders issued, Director reviews, notices of administrative penalties and appeals and shall provide the Minister with a summary report annually or at any more frequent interval as requested by the Minister.

(2) The Minister shall share the report prepared pursuant to subsection (1) with the Accessibility Directorate and the Accessibility Advisory Board.

(3) The Minister may issue public reports disclosing details of orders and decisions made and administrative penalties issued under this Act which may include personal information as defined in the *Freedom of Information and Protection of Privacy Act*. 2017, c. 2, s. 64.

Documents to be provided in accessible format

65 The following documents must be provided in an accessible format and at no charge to a person within a reasonable period after the person requests it from the Minister or a public sector body:

- (a) in the case of the Minister,
 - (i) the recommendations of the Board,
 - (ii) a proposed accessibility standard,
 - (iii) a review conducted under Section 66,
 - (iv) any educational and awareness tools made publicly available,
 - (v) a summary report prepared by the Board,
 - (vi) an accessibility plan; and

- (b) in the case of a public sector body, its accessibility plan. 2017, c. 2, s. 65.

Review of Act and accessibility standards

66 (1) Within four years after the coming into force of this Act, and at least every five years thereafter, the Governor in Council shall appoint a person to undertake a comprehensive review of the effectiveness of the Act and the accessibility standards and report on the person's findings to the Minister.

(2) The person undertaking the review under this Section shall consult with

- (a) persons with disabilities;
- (b) representatives from organizations representing persons with disabilities; and
- (c) representatives from organizations affected by the implementation of the accessibility standards.

(3) Within 30 days of receiving the report, the Minister shall

- (a) make the report publicly available; and
- (b) table the report in the House of Assembly if the Assembly is then sitting or, where the Assembly is not then sitting, file it with the Clerk of the Assembly. 2017, c. 2, s. 66.

No action lies

67 No action lies against the Minister, the Accessibility Directorate, the Board, the Director, an inspector or any other person acting under the authority of this Act for anything done, or omitted to be done, in good faith, in the exercise or intended exercise of a power or duty under this Act or the regulations. 2017, c. 2, s. 67.

Offence and penalty

68 An individual or organization who

- (a) repeatedly fails to
 - (i) prepare and keep records in accordance with the regulations,
 - (ii) make the records available for inspection and examination, or
 - (iii) comply with an accessibility standard as required under Section 37;
- (b) knowingly makes a false or misleading statement to the Minister or an inspector acting under the authority of this Act;
- (c) knowingly makes a false or misleading statement in a record or report given or required under this Act;

(d) hinders, obstructs or interferes with, or attempts to hinder, obstruct or interfere with, the Minister or an inspector acting under the authority of this Act; or

(e) continues to fail to comply with an inspector's order after having been issued an administrative penalty, regardless of whether the penalty is paid,

is guilty of an offence and liable on summary conviction to a fine of not more than \$250,000. 2017, c. 2, s. 68.

Offence by employee

69 In a prosecution of an offence under this Act, it is sufficient proof of the offence to establish that it was committed by an employee or agent of the accused whether or not the employee or agent is identified or has been prosecuted for the offence, unless the accused establishes that the offence was committed without the knowledge or consent of the accused. 2017, c. 2, s. 69.

Liability of directors, officers and agents

70 Where an organization commits an offence, a director, officer or agent of the organization who authorized, permitted or acquiesced in the offence is also guilty of the offence and liable on summary conviction to the penalty set out in Section 68, whether or not the organization has been prosecuted or convicted. 2017, c. 2, s. 70.

Regulations

71 (1) The Governor in Council may make regulations

(a) prescribing municipalities, universities and organizations as public sector bodies;

(b) prescribing the manner in which a document must be made publicly available;

(c) prescribing an activity, undertaking or other requirements for the purpose of clause 29(e);

(d) establishing accessibility standards;

(e) exempting an individual or organization or a class of individuals or organizations, or an aspect of the built environment, from the application of any provision of this Act or the regulations and prescribing terms and conditions for the exemption;

(f) respecting record-keeping and reporting requirements for individuals and organizations that are subject to an accessibility standard;

(g) respecting incentive-based measures to encourage and assist an individual or organization, or a class of individuals or organizations, to meet or exceed an accessibility standard;

- (h) respecting accessibility plans, including the content, timing and preparation of such plans;
- (i) respecting the offices, positions, territorial jurisdiction and duties of inspectors generally or specifically;
- (j) establishing rules governing the qualifications, office, position, duties, conduct and discipline of inspectors;
- (k) respecting the form of the order an inspector may make, including the content of the order and the method of its service;
- (l) prescribing the form an inspector must use when making an order under Section 52;
- (m) prescribing the form an inspector must use to document a finding that the Act or the regulations has not been contravened;
- (n) for the purpose of Section 55, respecting administrative penalties for contraventions of this Act, including regulations
 - (i) prescribing the form and content of the notice of administrative penalty,
 - (ii) respecting the determination of amounts of administrative penalties, which may vary according to the nature or frequency of the contravention and whether it is an individual or organization in non-compliance, and
 - (iii) respecting any other matter necessary for the administration of the system of administrative penalties provided for under this Act;
- (o) respecting the specific use to be made of any funds collected through the imposition of administrative penalties;
- (p) respecting the manner in which any order, notice or other document under this Act may be served, given or provided to any individual or organization;
- (q) defining any word or expression used but not defined in this Act;
- (r) respecting any matter or thing the Governor in Council considers necessary or advisable to effectively carry out the intent and purpose of this Act.

(2) The exercise by the Governor in Council of the authority contained in subsection (1) is a regulation within the meaning of the *Regulations Act*. 2017, c. 2, s. 71.

Disabled Persons' Commission Act repealed

72 Chapter 130 of the Acts of 1989, the *Disabled Persons' Commission Act*, is repealed. 2017, c. 2, s. 72.

Effective date

73 This Act comes into force on such day as the Governor in Council orders and declares by proclamation. 2017, c. 2, s. 73.

Proclaimed - September 15, 2017
In force - September 18, 2017

APPENDIX D

Accessibility Advisory Committee

1. PURPOSE

- 1.1. The Accessibility Advisory Committee provides advice to Council on identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in helping the Region of Windsor and West Hants Municipality become a barrier-free community and ensuring obligations under "An Act Respecting Accessibility in Nova Scotia (2017)" are met.

2. SCOPE

- 2.1. This Policy is applicable to all members appointed to the Municipality's Accessibility Advisory Committee.

3. DEFINITIONS

- 3.1. In Appendix D,
- a) "AAC" means the Accessibility Advisory Committee of the Municipality;
 - b) "Act" means the *Accessibility Act*;
 - c) "Barrier" means anything that hinders or challenges the full and effective participation in society of persons with disabilities including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice;
 - d) "Council" means the Council for the Municipality;
 - e) "Disability" includes a physical, mental, intellectual, learning or sensory impairment, including an episodic disability; that, in interaction with a barrier, hinders an individual's full and effective participation in society;
 - f) "Municipality" means the Region of Windsor and West Hants Municipality (or name of the Regional Municipality given as per Section 11 of the Region of Windsor and West Hants Municipality Act), effective April 1, 2020.

4. COMMITTEE COMPOSITION

- 4.1. The AAC will consist of seven (7) members as follows:
- To a two-year term – One (1) members of Council
 - To a two-year term – four (4) Resident members
 - To a three-year term – two (2) Resident members.
- 4.2. Resident members will not be members of Council or employees of the Municipality.

-
- 4.3. At least one half of the members of the AAC must be persons with disabilities or representatives from organizations representing persons with disabilities.
- 4.4. If a member vacates AAC for any reason at any time before that member's term would normally expire, Council will promptly appoint a new member to the Committee to hold office for the unexpired term.
- 4.5. The Chair and Vice-Chair will be appointed annually by the members of AAC.

5. MANDATE AND RESPONSIBILITIES

- 5.1. AAC has the following responsibilities:
- a) Advise Council in the preparation, implementation and effectiveness of its accessibility plan. In accordance with the Act, the plan must include:
 - A report on measures the Municipality has taken and intends to take to identify, remove and prevent barriers;
 - Information on procedures the Municipality has in place to assess the following for their effect on accessibility for persons with disabilities:
 - i. Any of its proposed policies, programs, practices and services, and
 - ii. Any proposed enactments or bylaws it will be administering; and
 - Any other prescribed information.
 - b) Advise Council on the impact of the Municipality's policies, programs and services on persons with disabilities;
 - c) Review and monitor existing and proposed Municipal by-laws to promote full participation of persons with disabilities, in accordance with the Act;
 - d) Identify and advise on the accessibility of existing and proposed municipal services and facilities;
 - e) Advise and make recommendations about strategies designed to achieve the objectives of the Municipality's Accessibility Plan;
 - f) Receive and review information directed to it by Council and its committees, and to make recommendations as requested;
 - g) Monitor Federal and Provincial government directives and regulations; and,
 - h) Host community consultations related to accessibility in the Municipality.

6. ADMINISTRATION

- 6.1. AAC will meet no less than six times per year, or otherwise as required to fulfill the duties as outlined.
- 6.2. A quorum for AAC will be a majority, four (4) members.
- 6.3. The AAC may receive presentations from the public upon approval of the

Chair.

- 6.4. The AAC may establish Working Groups to explore specific issues related to the accessibility plan and/or to other responsibilities. Members of the Working Group may consist of additional members of the community. A member of the AAC shall chair the Working Group.



West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: 
Todd Richard

Date: November 9, 2021

Subject: Avon Street Windsor Infrastructure Renewal Design

LEGISLATIVE AUTHORITY

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

RECOMMENDATION or DECISION REQUEST

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

Council approve the award of tender WHPW21-02 for engineering and design work for Avon Street Infrastructure Renewal Design to the low compliant bidder, DesignPoint, for the tendered price of \$27,854, plus additional geotechnical testing services for the price of \$21,189, for a total of \$49,043, plus applicable taxes.

BACKGROUND

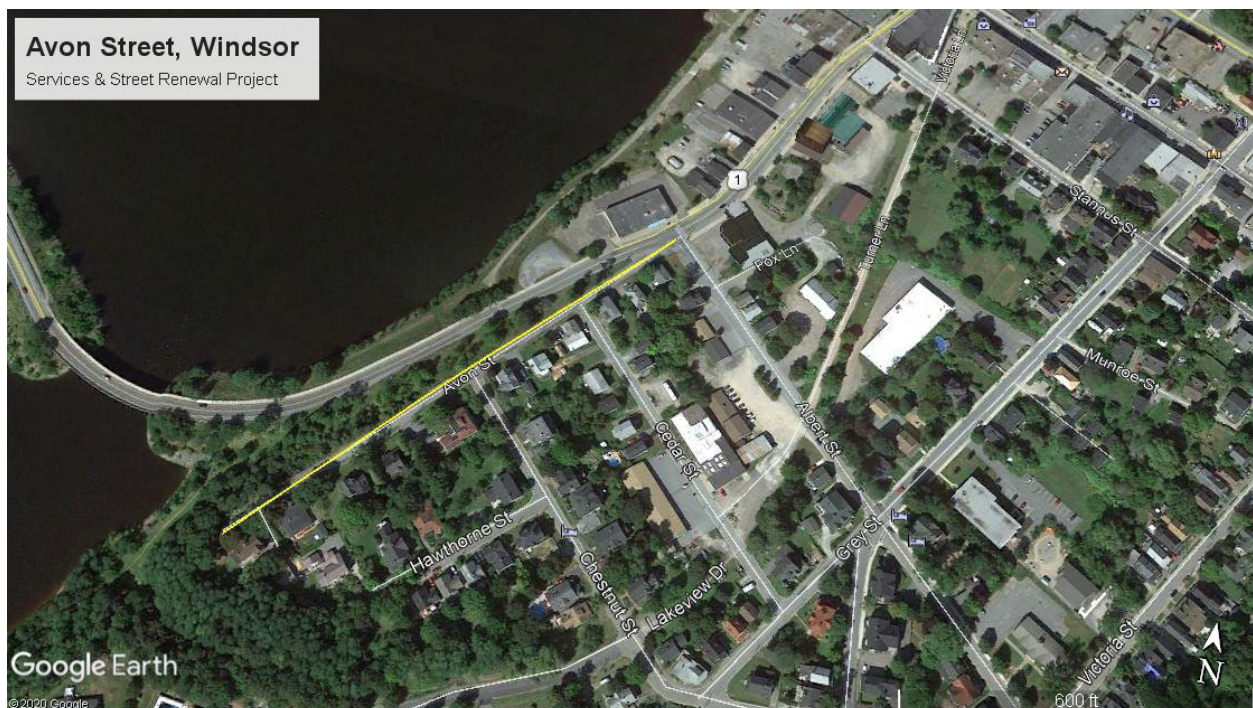
Property	Public Opinion	Environment	Social	Economic	Councillor Activity
☐	☐	☐	☒	☐	☐

Public Works intends to replace underground sanitary sewer, storm and water services and roadway surface structures on Avon Street in Windsor, approximately 310 meters in length.

In January 2021, Public Works requested proposals from pre-qualified engineering consultants to support this project from design through final construction.

1. Provide engineering and design services to meet all provincial and municipal specification standards;
2. Include design services for replacement water, sanitary sewer, storm water, roadway and sidewalk infrastructure within the project site;
3. Include environmental planning and permitting required for the execution of all work;
4. Include transportation (NSTAT) planning and permitting required for the execution of all work;
5. Include quality control field and laboratory testing services; and
6. Include overall project management, construction site monitoring and providing final close-out report with record drawings.

DISCUSSION



The design contract provides for the engagement of a pre-qualified professional engineering consultant to support the project from design through final construction. Inspection services during the key phases of construction will be carried out by the engineering consultant, with available support of municipal staff.

Request for pricing and proposal includes provision of the following:

- Initial site visits to evaluate the site conditions and existing infrastructure;
- Start-up meeting with municipal staff to review the project and confirm the consultants understanding of the project;
- Obtain and submit any required approvals and/or permits for necessary work;
- Preliminary design to include 50% design;
- Detailed design will include advancing the 50% design based on discussions with municipal staff and comments during the preliminary design review;
- 95% review for comments and a “Class A” cost estimate c/w detailed quantity take off;
- 100% design package for Tender;
- Tender package to include contract documents, design drawings and technical specifications based on applicable municipal and provincial Municipal Standard Specifications;
- Review of all tenders submitted together with all accompanying documentation along with written recommendation letter to municipality to support award of tender;
- Approval of shop drawings;
- Inspection support during keys phases of construction;
- Review and final approval of project close-out documents;
- Provision of geotechnical services during construction; and
- Issuance of record drawings.

The municipality would like to be prepared to call for tenders for a summer construction start, with project completion within the 2022/23 fiscal period. Design and tender documents are to be prepared by the successful consultant in accordance with the latest edition of the Municipal Standard Specifications.

On January 21, staff issued an Invitation for Proposal (RFP) for Design Services for this project to prequalified engineering consultants, closing on February 11. The call for proposals resulted in four proposals being submitted for evaluation. The proposals were evaluated for completeness and technical ability to execute the scope of work. Due to the delay in budget consideration for this project, award of design has been deferred. Public Works staff has recently requested updated pricing from the four proponents to ensure the bid validity.

The four updated bid prices received included:

• DesignPoint	Design \$27,854	Geotech \$21,189	Total \$ 49,043
• EXP	Design \$37,979	Geotech \$17,910	Total \$ 55,889
• CBCL	Design \$44,428	Geotech \$15,000	Total \$ 59,428
• WSP	Design \$50,057	Geotech \$27,760	Total \$ 77,817

DesignPoint was deemed to be the low compliant bidder and has previous experience and qualification with the engineering and design of similar projects in West Hants and throughout Nova Scotia; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to DesignPoint to proceed with engineering and design work in accordance with their proposal.

FINANCIAL IMPLICATIONS

Council has previously approved \$434,950 in the 2021-22 capital budget for Albert Street design and construction and College Street design. Funding up to \$100,000 from capital reserves with the remaining coming from long-term borrowing. Currently \$32,307 has been utilized, leaving \$402,643 remaining in the budget. College Street's designed proposal will utilize \$65,089, leaving \$337, 554 remaining in the 2021-22 Capital Budget.

As construction for Albert has been deferred to 2022-23, it is recommended that the unused Windsor Road Rehabilitations capital budget, be applied to Avon Street. This will ensure the Municipality has a shovel ready project for the 2022-23 construction season.

With applicable taxes, Avon Street's design will utilize \$51,147 of the budget. With \$2,604 coming from the capital reserves and the remaining coming from long-term borrowing. The debt servicing cost would be \$2,807 of the \$19,370 approved in the 2021-22 operating budget.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by:



Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by:



Todd Richard, Director of Public Works

Report Reviewed by:

Carlee Rochon, Director of Financial Services

Report Approved by:



Mark Phillips, Chief Administrative Officer



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Committee of the Whole

Submitted by: 
Todd Richard

Date: November 9, 2021

Subject: College Road Windsor Infrastructure Renewal Design

LEGISLATIVE AUTHORITY

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

RECOMMENDATION or DECISION REQUEST

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

Council approve the award of tender WHPW21-17 for engineering and design work for College Road Infrastructure Renewal Design to the low compliant bidder, EXP, for the tendered price of \$53,636, plus additional geotechnical testing services during construction for the price of \$8,776, for a total of \$62,412 before applicable taxes.

BACKGROUND

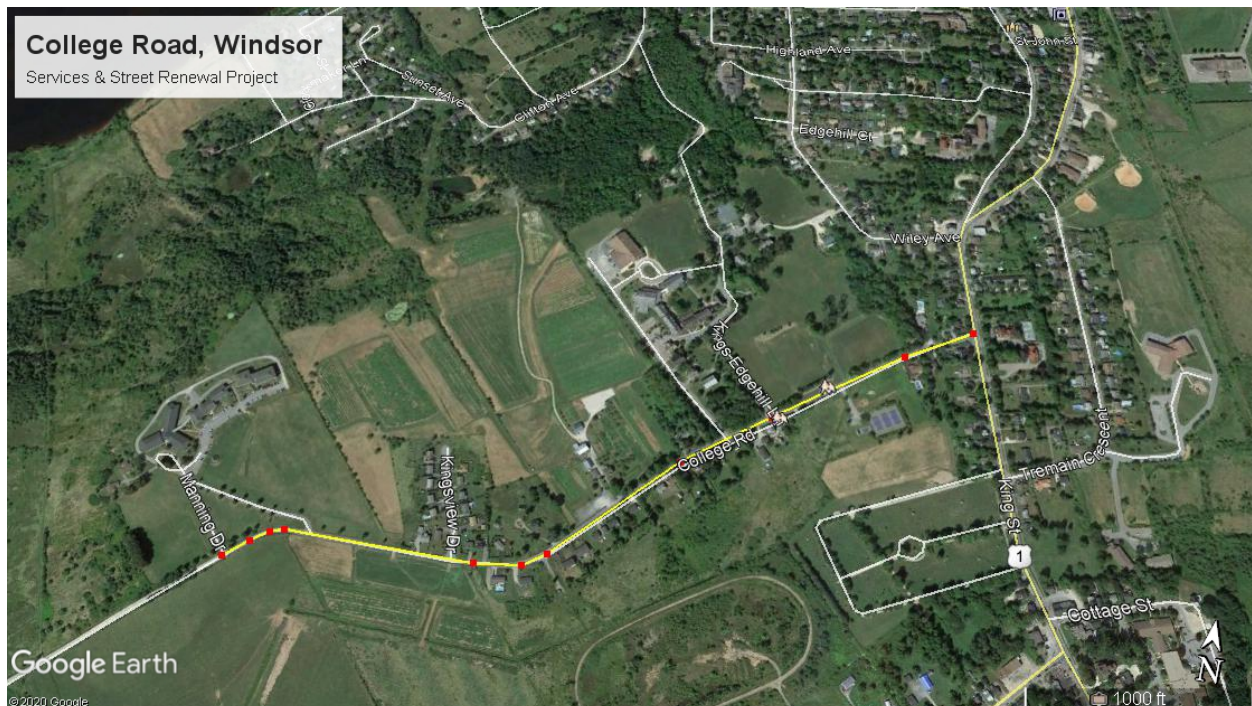
Property	Public Opinion	Environment	Social	Economic	Councillor Activity
☐	☐	☐	☒	☐	☐

Public Works intends to replace underground water services and roadway surface structures on College Road in Windsor from Gladys M Manning Memorial Retirement Home to King Street, approximately 1200 meters in length.

In October 2021, Public Works requested proposals from pre-qualified engineering consultants to support this project from design through final construction.

1. Provide engineering and design services to meet all provincial and municipal specification standards;
2. Include design services for replacement water, sanitary sewer, storm water, roadway and sidewalk infrastructure within the project site;
3. Include environmental planning and permitting required for the execution of all work;
4. Include transportation (NSTAT) planning and permitting required for the execution of all work;
5. Include quality control field and laboratory testing services; and
6. Include overall project management, construction site monitoring and providing final close-out report with record drawings.

DISCUSSION



The design contract provides for the engagement of a pre-qualified professional engineering consultant to support the project from design through final construction. Inspection services during the key phases of construction will be carried out by the engineering consultant, with available support of municipal staff.

Request for pricing and proposal includes provision of the following:

- Initial site visits to evaluate the site conditions and existing infrastructure;
- Start-up meeting with municipal staff to review the project and confirm the consultants understanding of the project;
- Obtain and submit any required approvals and/or permits for necessary work;
- Preliminary design to include 50% design;
- Detailed design will include advancing the 50% design based on discussions with municipal staff and comments during the preliminary design review;
- 95% review for comments and a “Class A” cost estimate c/w detailed quantity take off;
- 100% design package for Tender;
- Tender package to include contract documents, design drawings and technical specifications based on applicable municipal and provincial Municipal Standard Specifications;
- Review of all tenders submitted together with all accompanying documentation along with written recommendation letter to municipality to support award of tender;
- Approval of shop drawings;
- Inspection support during keys phases of construction;
- Review and final approval of project close-out documents;
- Provision of geotechnical services during construction; and
- Issuance of record drawings.

The municipality would like to be prepared to call for tenders for a spring/summer construction start, with project completion within the 2022/23 fiscal period. Design and tender documents are to be prepared by the successful consultant in accordance with the latest edition of the Municipal Standard Specifications.

On October 7, staff issued a Invitation for Proposal (RFP) for Design Services for this project to prequalified engineering consultants, closing on October 21. The call for proposals resulted in three proposals being submitted for evaluation. The proposals were evaluated for completeness and technical ability to execute the scope of work.

The three bids received included:

- | | | |
|---------------|---------------------------|------------------------|
| • EXP | Design Services \$53,636. | Geotechnical \$8,776. |
| • DesignPoint | Design Services \$52,596. | Geotechnical \$16,840. |
| • WSP | Design Services \$86,560. | Geotechnical \$TBA |

EXP was deemed to be the low compliant bidder and has previous experience and qualification with the engineering and design of similar projects in Cumberland County and throughout Nova Scotia; as such has been recommended to Council for award of this contract.

NEXT STEPS

Pending approval of Council; staff will award formal contract to exp to proceed with engineering and design work in accordance with their proposal.

FINANCIAL IMPLICATIONS

Council has previously approved \$434,950 in the 2021/22 capital budget for Albert Street Windsor design and construction and College Street design. Funding up to \$100,000 from capital reserves with the remaining coming from long-term borrowing. Currently \$32,307 has been utilized, leaving \$402,643 remaining in the budget.

Albert Steet construction did not take place this season due to late budget approval. The design work is still being completed and therefore staff would not recommend a late construction start involving work in the winter months. Staff hope to be in a position to tender the Albert Street construction this spring 2022.

With applicable taxes, College Street's design will utilize \$65,089 of the budget, coming from the capital reserves. Leaving \$337,554 remaining in the 2021-22 Capital Budget.

ALTERNATIVES

1. Council may choose to award this project to an alternative proponent.
2. Council may choose to not to proceed with this capital project.

ATTACHMENTS

None

CHIEF ADMINISTRATIVE OFFICER REVIEW

The report highlights that this work is "pre-planning" which will provide more accurate design and costing for the project to best prepare Council for the 2022/23 budget deliberations. The report further speaks to the financial capacity to complete this work.

I support the recommendation.

Report Prepared by:



Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by:



Todd Richard, Director of Public Works

Report Approved by:



Mark Phillips, Chief Administrative Officer



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-11-09

Subject: Commercial Development District Improvement By-law; File # 20-21

LEGISLATIVE AUTHORITY

Section 71C of the Municipal Government Act

RECOMMENDATION

...that Committee of the Whole recommend that Council give First Reading and hold a Public Hearing to consider approving the Commercial Development District Improvement By-law, RC-002, in a manner substantively the same as the draft set out in Attachment A of the report #20-21 to the Planning and Heritage Advisory Committee dated October 14, 2021, which will repeal the Commercial Development District Improvement Plan By-law, By-law #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, By-law #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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The Commercial Development District Improvement (CDDI) By-law allows the phase-in of up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. This Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

DISCUSSION

Bill 177 was approved in 2016 to amend the *Municipal Government Act* to allow municipalities to phase-in up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. The phase-in assessment tool does not change property tax rates but allows a phase-in of commercial assessment increases.

The Commercial Development Districts for West Hants Regional Municipality as identified on the maps of the corresponding Municipal Planning Strategies are:

- Commercial core of Falmouth and Three Mile Plains
- Commercial and Industrial designations in Hantsport
- Town Centre designation and a portion of land designated Industrial incorporating the former mill property on the north side of Highway 101 at Exit 6 in Windsor.

The Commercial Development District Improvement (CDDI) By-law will only apply to properties within the Commercial Development Districts and only be able to be utilized by property owners who receive a commercial tax assessment and meet the eligibility requirements outlined in the By-law.

Planner Poirier reviewed both by-laws with the CAO and Director of Finance. The main differences between the former Windsor and former West Hants By-laws are:

- Windsor offers a rebate of taxes paid and West Hants offers a reduced property tax invoice; and
- Windsor allows staged development with the potential for multiple agreements on one property at a time whereas West Hants does not.

During discussions with the CAO and Director of Finance it was determined that a reduced property tax invoice would be the preferred method of administering the incentive and that multiple agreements should not be entered into on the same property. The Regional Commercial Development District Improvement By-law has been drafted in this manner.

Planner Poirier presented the draft Regional Commercial Development District Improvement (CDDI) By-law to the Planning and Heritage Advisory Committee (PAC/HAC) on October 14. The PAC/HAC discussed the benefits of the CDDI By-law and potential revisions to the designated areas to be discussed more during the plan review process. The PAC/HAC recommended in favour of the proposed Regional CDDI By-law on October 14, 2021.

NEXT STEPS

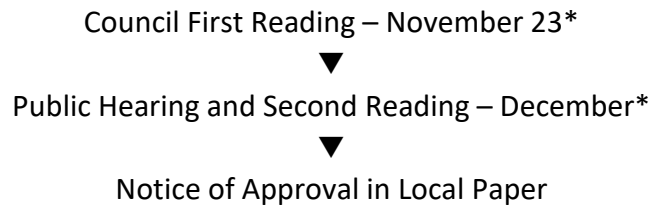
Process

PAC/HAC Review and Recommendation – October 14



COTW Review and Recommendation – November 9





*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are fees associated with advertising the Public Hearing and notice of approval for the Commercial Development District Improvement By-law. The advertising expenses for the consolidation of By-laws are funded through post-consolidation funding included in the 2021-22 Operating Budget.

The former Municipality of West Hants and former Town of Windsor already have separate Commercial Development District Improvement By-laws. This proposal is to align the method of the phase-in tax rebate for property owners within the designated areas that apply. Any phase-in assessment agreement would phase-in the increase in tax income for a property for up to 10 years. However, it may also incentivise property owners to create a larger investment in their properties and overall increase the tax revenue over the long term.

ALTERNATIVES

In response to this recommendation report, COTW may decide to:

- recommend that Council hold First Reading and schedule a Public Hearing to consider approving the Commercial Development District Improvement By-law as drafted or as specifically revised by direction of COTW;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	2021-10-14 Staff Report to PAC/HAC - Commercial Development District Improvement By-law; File # 20-21
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CHIEF ADMINISTRATIVE OFFICER REVIEW

The existing by-law and recommendation is rooted by the purpose to provide an incentive that promotes commercial property growth and development. Creating this incentive is a tool that municipalities can use to support the growth of the business community by providing property tax relief over a defined period.

It appears that historic utilization of the program has been limited. In addition to supporting the recommendation a more robust promotion of the program might be required so that existing commercial growth and new commercial growth may benefit from this program.

I support the recommendation.

Report Prepared by: _____

Sara Poirier, Senior Planner

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer



Attachment A

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☒	Decision Request ☐	Councillor Activity ☐
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2021-10-14

Subject: Commercial Development District Improvement By-law; File # 20-21

LEGISLATIVE AUTHORITY

Section 71C of the Municipal Government Act

RECOMMENDATION

...that PAC/HAC recommends that Committee of the Whole recommend that Council give First Reading and hold a Public Hearing to consider approving the Commercial Development District Improvement By-law, RC-002, in a manner substantively the same as the draft set out in Attachment A of the report #20-21 to the Planning and Heritage Advisory Committee dated October 14, 2021, which will repeal the Commercial Development District Improvement Plan By-law, By-law #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, By-law #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants.

BACKGROUND

Property ☒	Public Opinion ☐	Environment ☐	Social ☐	Economic ☒	Councillor Activity ☐
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The Commercial Development District Improvement (CDDI) By-law allows the phase-in of up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. This Regional CDDI By-law will replace and repeal the former West Hants and Windsor By-laws to make a Regional approach to how the phase-in rebate is administered.

DISCUSSION

Bill 177 was approved in 2016 to amend the Municipal Government Act to allow municipalities to phase-in up to fifty per cent (50%) of commercial tax assessment increases in designated areas over a period not exceeding ten (10) years. The phase-in assessment tool does not change property tax rates but allows a phase-in of commercial assessment increases.

An increase in property assessments can deter property owners from updating, renovating or expanding their commercial ventures. This By-law, enabled by Bill 177, will allow the Municipality to create some financial relief by phasing-in up to fifty per cent (50%) of these assessment increases for commercial property owners within the designated areas to complete the renovations or construction. The reduced tax invoices are designed to stimulate building construction and the expansion of the economy of the Municipality.

Commercial Development District (CDD) Areas

To focus economic growth within areas that have existing municipal infrastructure, Bill 177 can only be used on properties with a commercial tax assessment that are serviced by municipal water and sewer. To enable use of the legislation, the former Town and Municipality designated Commercial Development Districts through map and text amendments to the Hantsport, West Hants and Windsor Municipal Planning Strategies and developed by-laws to outline the details of the phased-in assessment. The former Town of Windsor Commercial Development District Improvement Plan By-law came into effect in October 2018 and the former Municipality of the District of West Hants Commercial Development District Improvement By-law came into effect in March 2019.

Property Valuation Services Corporation (PVSC) categorizes properties into one of three classes for assessment purposes: residential, resource or commercial. Bill 177 applies to properties with a commercial tax assessment; therefore residential or resource properties would not be eligible but industrial properties, which PVSC assess as “commercial”, may be.

The Commercial Development Districts for West Hants Regional Municipality are:

- Commercial core of Falmouth and Three Mile Plains
- Commercial and Industrial designations in Hantsport
- Town Centre designation and a portion of land designated Industrial incorporating the former mill property on the north side of Highway 101 at Exit 6 in Windsor.

These areas are all identified on the maps of the corresponding Municipal Planning Strategies.

Commercial Development District Improvement By-law

The Commercial Development District Improvement (CDDI) By-law (Attachment A) will only apply to properties within the Commercial Development Districts and only be able to be utilized by property owners who receive a commercial tax assessment and meet the eligibility requirements outlined in the By-law.

The CDDI By-law: outlines definitions; states where the By-law applies; explains the development support program; describes the phased-in assessment agreement; and presents

the rebate calculation, limits, adjustments and duration. It also details scenarios and processes regarding staged or condominium developments.

The By-law will be managed by the Finance Department and reviewed every four (4) years by the Office of the CAO. This report would be considered part of the necessary review of the former Windsor and West Hants By-laws.

Planner Poirier reviewed both by-laws with the CAO and Director of Finance. The main differences between the former Windsor and former West Hants By-laws are:

- Windsor offers a rebate of taxes paid and West Hants offers a reduced property tax invoice; and
- Windsor allows staged development with the potential for multiple agreements on one property at a time whereas West Hants does not.

During discussions with the CAO and Director of Finance it was determined that a reduced property tax invoice would be the preferred method of administering the incentive and that multiple agreements should not be entered into on the same property. The Regional Commercial Development District Improvement By-law has been drafted in this manner.

Phased-In Assessment Agreement

Prior to receiving support through the by-law an owner must first enter into an agreement with the Municipality.

The Phased-In Assessment Agreement (Attachment B) describes: the applicants property information; definitions; details of participation; annual rebate funding calculation; conditions of payment; the owner's obligation; and the Municipalities rights. Attached to the final agreement with the property owner will be the legal description of the property, an example of the annual rebate calculation, and a list of development plans and drawings which were attached to the building permit.

The base year will be the year the resident applies to the program; the actual taxable assessed value is calculated following the completion of renovations or construction. The reassessment of the property's tax assessment due to the completion of construction will be conducted by Property Valuation Services Corporation (PVSC) once the construction is complete. Up to fifty percent (50%) of the difference between actual taxable assessed value for that year and the base year tax assessment will be eligible for phase-in over a period of 10-years.

Other municipalities in Nova Scotia have created programs that will have the property owner paying their full tax invoice and then receiving the phase-in rebate in the mail. Instead of this process, West Hants Regional Municipality will calculate and apply the rebate straight to the upcoming years tax invoice.

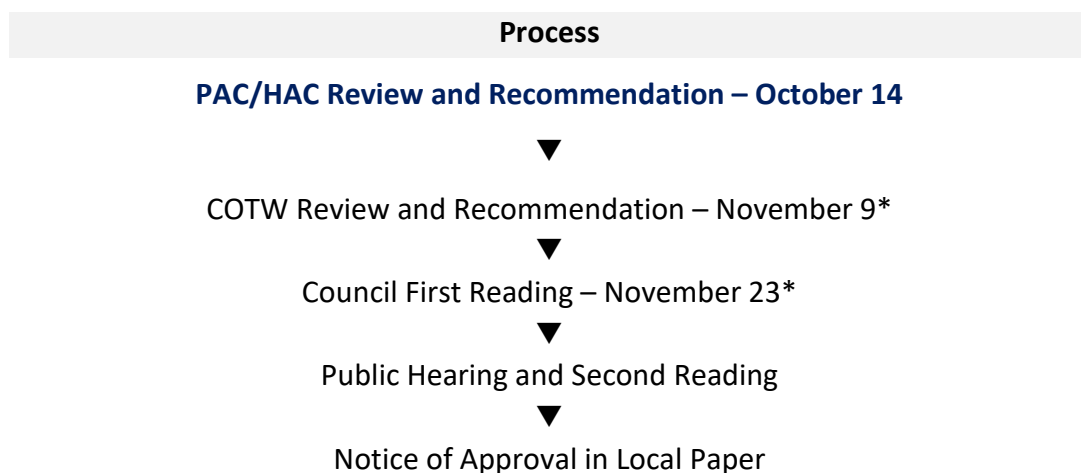
The agreement will be registered with the deed information for the property at the Land Registry Office. If the property owner sells the property, the subsequent owner has the option of taking over the agreement.

Process for Residents to Apply

Once the Regional CDDI By-law and Agreement are approved by the Minister of Municipal Affairs commercial property owners within the designated areas will be able to apply to participate in the program. For a resident to apply they would first have to determine if they are within the designated Commercial Development District by using the online map or calling the Municipal Planning and Development Department. After they verify that they are within the designated area they would then check with the Finance Department to ensure their property is eligible and meets the criteria of the CDDI By-law and Phased-In Assessment Agreement. Once receiving the initial approval from the Finance Department and signing off on their base year assessed value, the property owner would visit the Planning and Development Department to apply for their building permit for the construction or renovations. When the property owner receives final inspection approval for the construction and renovations, they would then visit the Municipal office to sign the Phase-In Assessment Agreement with the Finance Department. This Agreement would be registered with the Land Registry Office.

Planning and Development staff will work with the Finance Department and the Communications Coordinator to provide information to the residents within the designated areas through the Municipal website and social media.

NEXT STEPS



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are fees associated with advertising the Public Hearing and notice of approval for the Commercial Development District Improvement By-law. The advertising can be accommodated in the budget.

The former Municipality of West Hants and former Town of Windsor already have separate Commercial Development District Improvement By-laws. This proposal is to align the method of the phase-in tax rebate for property owners within the designated areas that apply. Any phase-in assessment agreement would phase-in the increase in tax income for a property for up to 10

years. However, it may also incentivise property owners to create a larger investment in their properties and overall increase the tax revenue over the long term.

ALTERNATIVES

In response to this recommendation report, the PAC/HAC may:

- recommend that Committee of the Whole recommend that Council hold First Reading and schedule a Public Hearing to consider approving the Commercial Development District Improvement By-law as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	Draft Regional Commercial Development District Improvement By-law
Attachment B	Current West Hants Commercial Development District Improvement By-law
Attachment C	Current Windsor Commercial Development District Improvement Plan By-law

Report Prepared by: _____
Sara Poirier, Senior Planner

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



WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

WHEREAS it is desirable to permit the phase-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the West Hants Regional Municipality's Commercial Development Districts and further to provide a reduced property tax invoice for the Owner during the phase-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the *Municipal Government Act* (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allow the Municipality with the approval of the Minister of Municipal Affairs to pass this By-law;

THEREFORE the Council of the West Hants Regional Municipality, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law:

TITLE

1. This By-law shall be known as the Commercial Development District Improvement By-law and may be cited as the "CDDI By-law".

DEFINITIONS

2. In this By-law:
 - (a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration;
 - (b) "Annual Rebate" means the amount of the rebate in a year deducted from an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to Section 9 of this By-law;
 - (c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property and shall remain unchanged for the duration of the term of the Development Support Program for the Eligible Property;
 - (d) "Commercial Development Districts" or "CDDs" means the areas of the West Hants Regional Municipality established in Section 4 of this By-law;
 - (e) "Development" means investment that, in the opinion of the West Hants Regional

Municipality, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes but is not limited to construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential;

- (f) "Development Support Program" means the program set out in this By-law designed to stimulate building construction and the expansion of the economy of the West Hants Regional Municipality;
- (g) "Eligible Property" means an eligible commercial property or eligible contaminated property defined in Section 71C(1)(d) of the Municipal Government Act;
- (h) "Municipality" means West Hants Regional Municipality;
- (i) "Owner" means the person named on the assessment roll as responsible for the taxes for a property;
- (j) "Phased-In Assessment Agreement" means an agreement signed by the Owner of an of an Eligible Property and the Municipality which is written in substantially the same form as the Agreement set out in Appendix "E" of this By-law;
- (k) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:
$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} \text{ minus } \text{Base Year Taxable Assessed Value};$$
- (l) "Rebate Eligible Taxes" means the Commercial tax rate for the Municipality multiplied by the Rebate Eligible Assessment.

APPLICATION

- 3. This By-law shall apply to Eligible Properties located in CDDs.
- 4. The CDDs for the Municipality are depicted in the attached Appendix "A", Appendix "B", Appendix "C", and Appendix "D" as established in the Hantsport Municipal Planning Strategy, West Hants Municipal Planning Strategy and the Windsor Municipal Planning Strategy.

DEVELOPMENT SUPPORT PROGRAM

5. A Development Support Program is established to provide assistance to Owners of Eligible Property in the CDDs by providing the possibility of an Annual Rebate for the Owner, if the Owner undertakes Development of their Eligible Property which increases the commercial tax assessment of the Eligible Property. The Annual Rebates are designed to stimulate building construction and the expansion of the economy of the Municipality.
6. The Development Support Program may provide a participating Owner with an Annual Rebate on an Eligible Property by deducting all or a portion of the Rebate Eligible Taxes from the calculated tax invoice for that year.
7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Municipality. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time.

PHASED-IN ASSESSMENT AGREEMENT

8. (a) To be eligible to for an Annual Rebate for the upcoming tax year the Phased-In Assessment Agreement must be signed by January 31 of that year.
- (b) A Phased-In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this By-law. In the event of a conflict between the Phased-In Assessment Agreement and the By-law, the provisions of the By-law shall prevail.

REBATE CALCULATION

9. An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased-In Assessment Agreement as follows:

Year	Rebate (as % of the Rebate Eligible Taxes)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20

10	10
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REBATE LIMITS

10. The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

11. In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to reductions or increases resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced or increased accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.

DURATION

12. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the Development for which the Owner is receiving the rebate.
13. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the Eligible Property is demolished except to allow for eligible development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

14. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time. If at any point after the Development is complete, additional work is proposed on the Eligible Property that is not part of the original application, but may serve to further increase the commercial tax assessed value, such additional work shall not be

included in the calculation of the Annual Rebate, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time. The original application would be void, the base year would reset, and the Owner would enter into a new agreement.

CONDOMINIUMS

15. If a development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of all other condominium units.

REPEAL

16. In the event that this By-law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-law, despite its repeal in whole or in part, for the remaining duration of the signed Phased-In Assessment Agreement or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

17. An Owner's application to the Development Support Program must be made prior to the issuance of a development permit for the Development of the Eligible Property.
18. All proposed Developments must conform to all Provincial laws, Municipal By-laws, policies, and processes and all improvements must be made pursuant to applicable zoning requirements, development approvals and an approved building permit.
19. The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased-In Assessment Agreement.
20. The Owner of an Eligible Property in the CDD must not be in arrears of any property taxes or other fees and charges on the date that the Phased-In Assessment Agreement is signed.

PAYMENT

21. The Municipality will calculate and apply Annual Rebates to the Owner's annual property tax invoice provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Eligible Property;
 - (b) there are no outstanding orders on the Eligible Property from any Municipal or Provincial entity; and
 - (c) all other eligibility criteria and conditions are met.
22. In case of an assessment appeal, the Municipality reserves the right to withhold Annual Rebates pending final disposition of the appeal.

REQUIRMENT TO REVIEW THIS BY-LAW

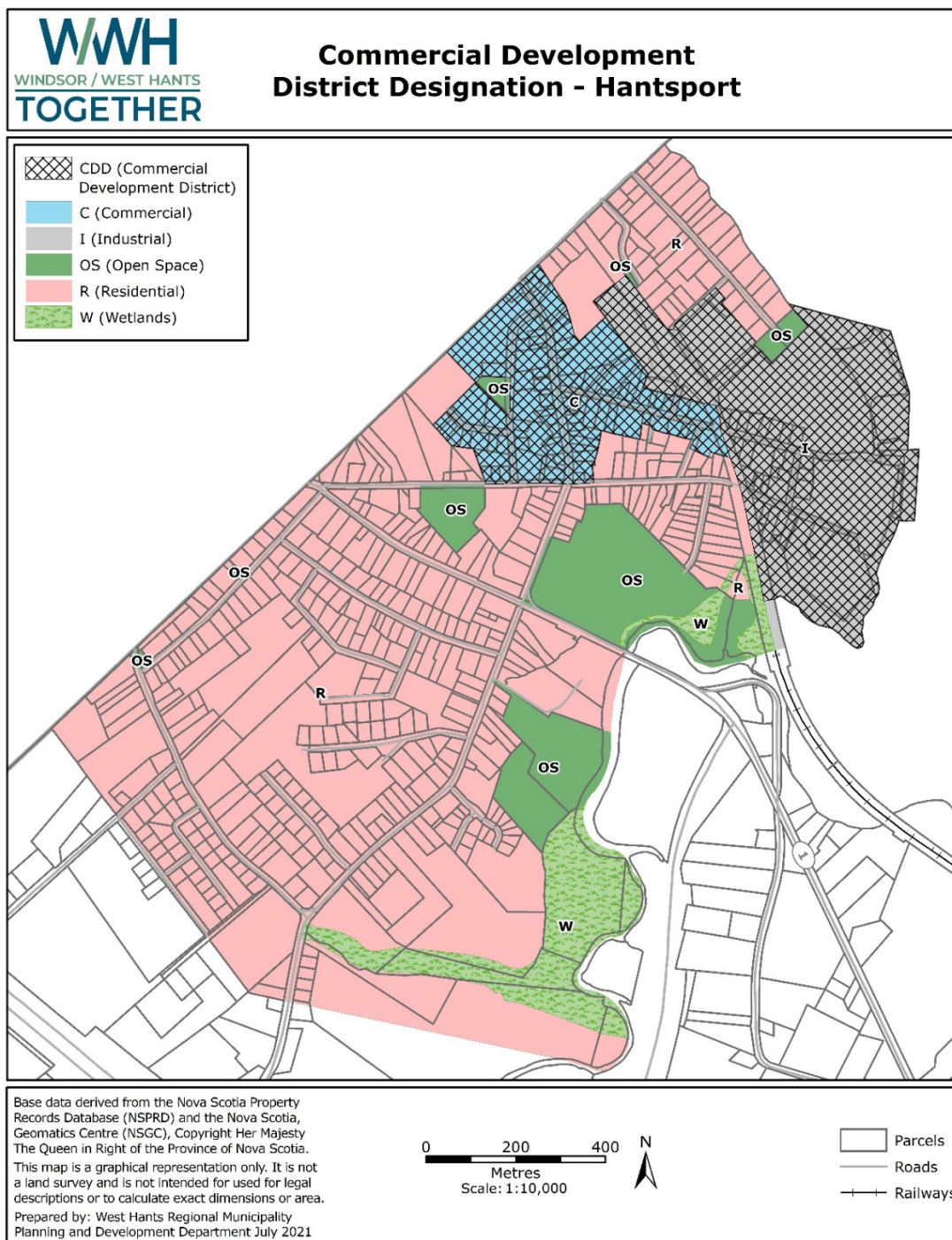
23. This By-law shall be reviewed by the Municipality within four years of its coming into force and every four years thereafter in accordance with Section 71E of the *Municipal Government Act*.

REPEAL

24. The Commercial Development District Improvement Plan By-law, Bylaw #44, dated October 30, 2018 of the former Town of Windsor and the Commercial Development District Improvement By-law, Bylaw #C-002, dated March 26, 2019 of the former Municipality of the District of West Hants are hereby repealed.

APPENDIX "A"

Commercial Development District – Hantsport





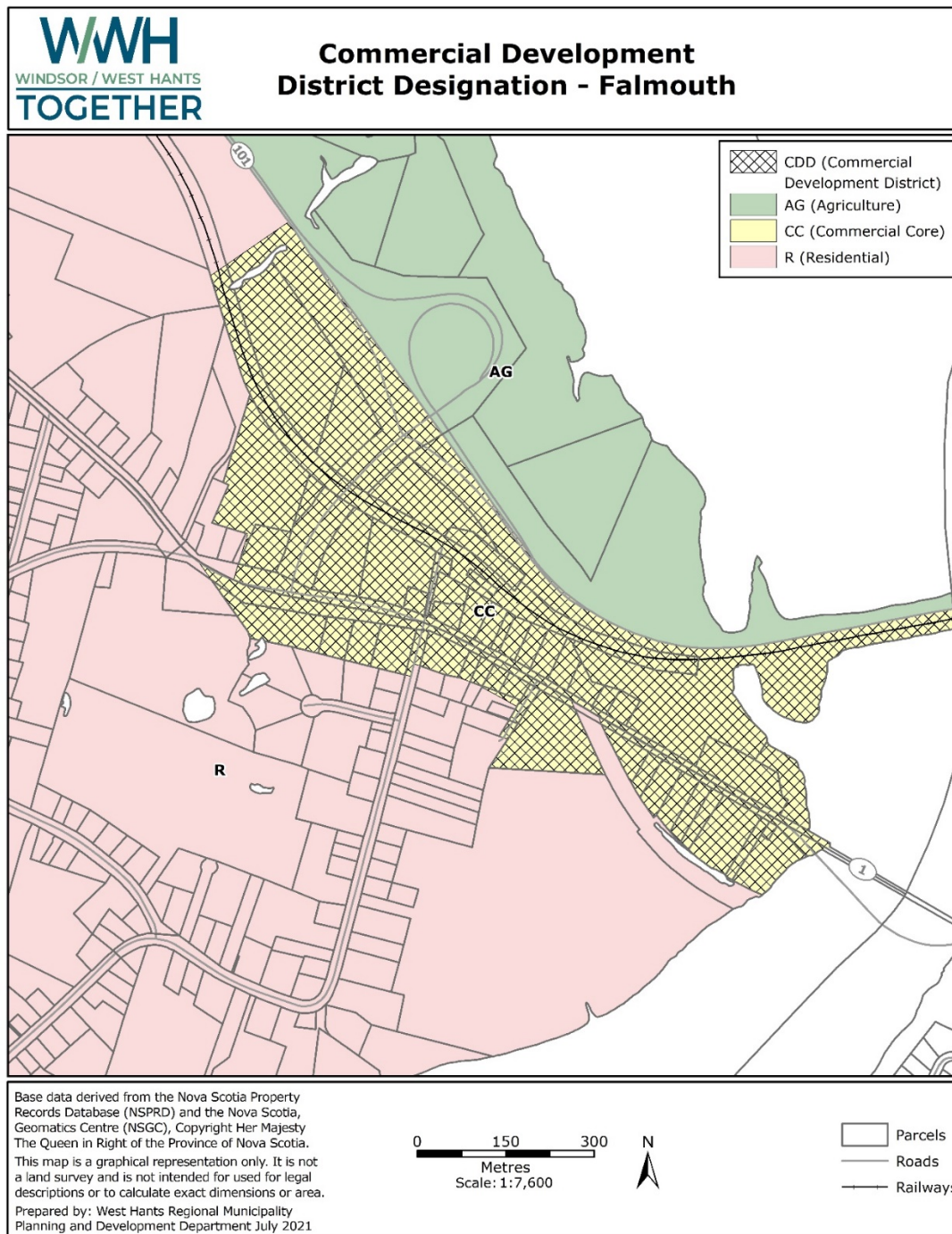
West Hants

WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW

RC-002

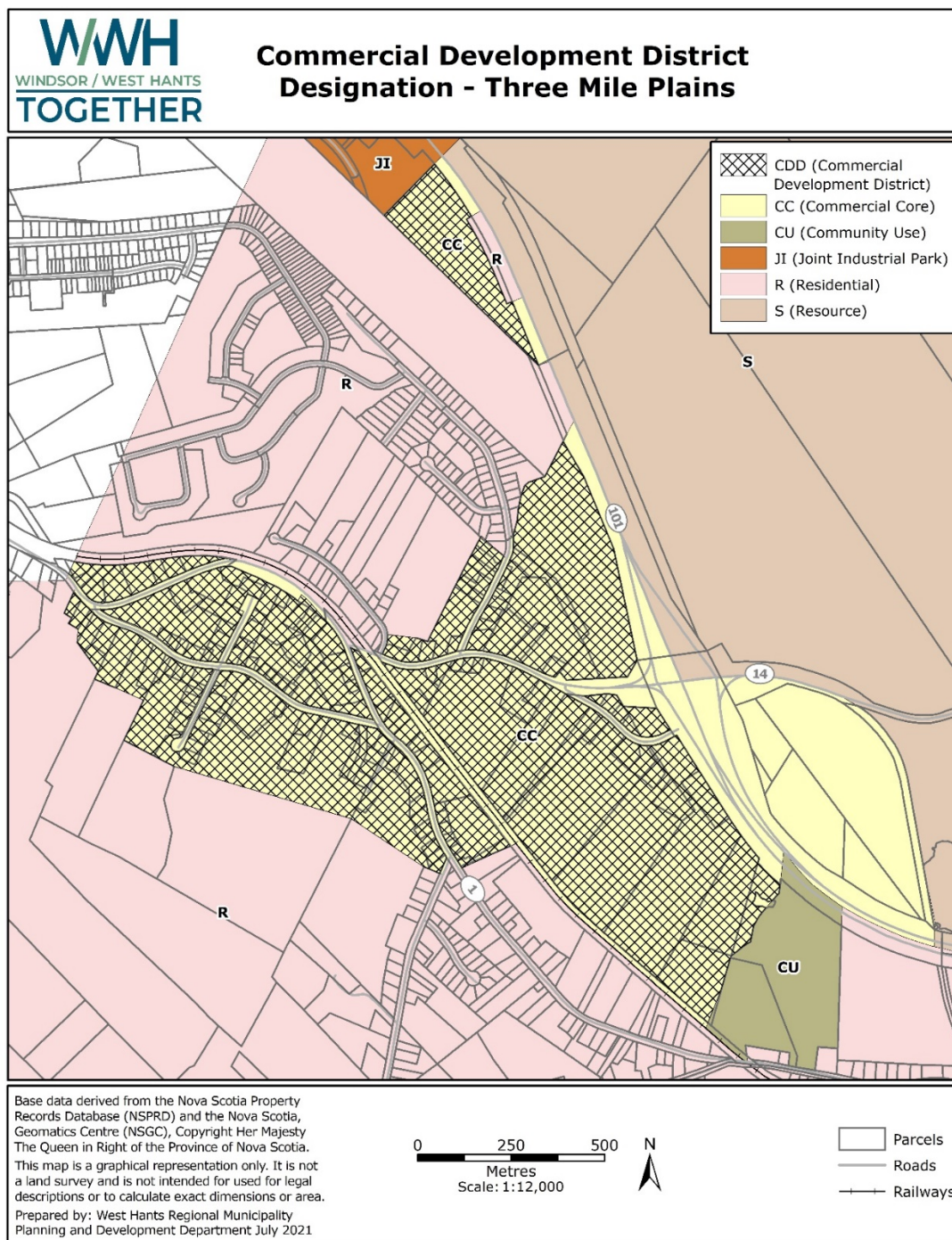
APPENDIX "B"

Commercial Development District Designation – Falmouth



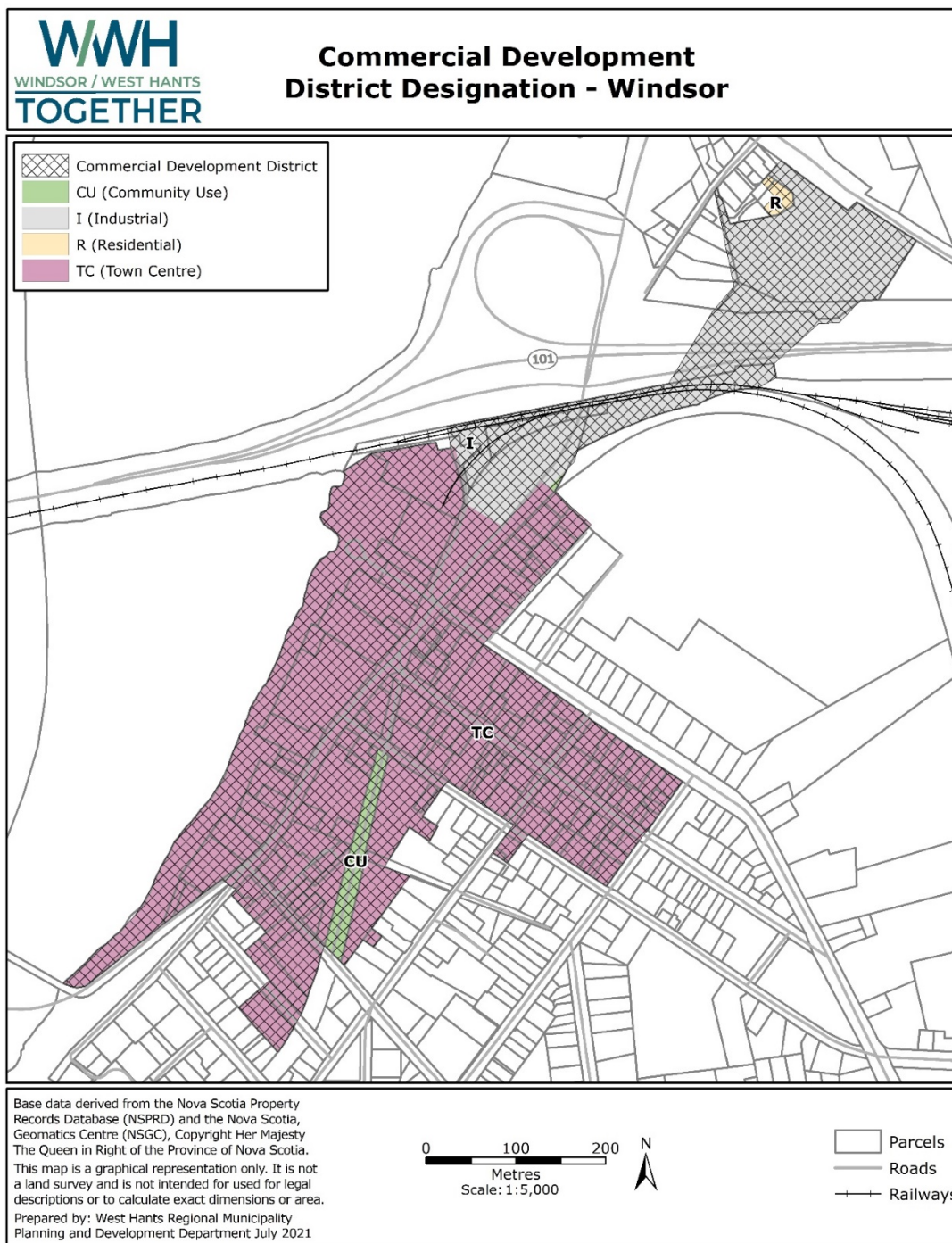
APPENDIX "C"

Commercial Development Designation – Three Mile Plains



APPENDIX "D"

Commercial Development District - Windsor



APPENDIX "E"
Phased-In Assessment Agreement

WEST HANTS REGIONAL MUNICIPALITY
PHASED-IN ASSESSMENT AGREEMENT

THIS AGREEMENT made as of the [day] day of [month], [year].

BETWEEN:

(the "Applicant")

– and –

West Hants Regional Municipality

(the "Municipality")

WHEREAS the Municipality adopted the "Commercial Development District Improvement By-Law" or "CDDI By-law", a program providing reduced tax invoices to participating Owners who undertake Development on an Eligible Property in a Commercial Development District;

AND WHEREAS the Applicant is the registered Owner of an Eligible Property which is located within a Commercial Development District and has applied to the Municipality for participation in the Development Support Program for the Property described below in Section 1 and in Schedule "A" of this Agreement; (the "Property");

AND WHEREAS the Municipality requires that a Phased-In Assessment Agreement be entered into between the Applicant and the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application



for participation in the Development Support Program by the Municipality, subject to and in accordance with the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY INFORMATION

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Assessment Account Number(s):

Mailing Address of Owner:

The Legal Description of the Property as set out in Schedule “A” of this Agreement.

2. DEFINITIONS

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI By-law, and Section 71C of the Municipal Government Act (Chapter 18 of the Acts of 1998).

The following terms shall have the meanings set out below:

- (a) “Agreement” means this Phased-In Assessment Agreement which is entered into between the parties pursuant to Sections 71C and 71D of the *Municipal Government Act*, and the CDDI By-law enacted by the Council of the West Hants Regional Municipality and as amended from time to time;
- (b) “Applicant” means the Owner applying to the Development Support Program;
- (c) “CAO” means the Chief Administrative Officer of the Municipality. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council;
- (d) “Director of Finance” means Director of Finance of the Municipality;
- (e) “Eligible Use” means permitted commercial uses as set out in the *Municipal Planning Strategy* and *Land Use By-Law* or the *Hantsport Municipal Planning Strategy* and *Land Use By-law*;

- (f) “Municipal Solicitor” means the lawyer appointed by the Municipality for the purpose of registering this Agreement under the Land Registration System;
- (g) “Property” means the Property described in Section 1 and Schedule “A” of this Agreement.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

- 3.1 The Applicant’s participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:
- (a) the objectives and participation requirements of this Agreement and the CDDI By-law, attached as Schedule “C” to this Agreement, are met from year to year;
 - (b) all applicable Provincial and Municipal requirements, approvals, policies, and procedures are met; and
 - (c) the Property has undergone Development.

4. ANNUAL REBATE FUNDING CALCULATION

- 4.1 An Annual Rebate is calculated by the Director of Finance as a percentage of the Rebate Eligible Assessment as shown in the example in Schedule “B” to this Agreement.
- 4.2 Prior to the commencement of the Development Support Program, the Director of Finance shall determine the Base Year Taxable Assessed Value used to calculate the Rebate Eligible Assessment and the corresponding Annual Rebate. Following this determination, the Municipality will keep records in the same format as Schedule “B” which will be amend annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the Annual Rebate amount to be deducted from a Property through a reduced tax invoice as determined by the Director of Finance.
- 4.3 The Applicant shall have an opportunity to review the Director of Finance’s calculation of the Base Year Taxable Assessed Value prior to the finalization of the Annual Rebate Calculation, however the Director of Finance’s determination as to the calculation of the Base Year Taxable Assessed Value and the amount of the Annual Rebate shall be final.
- 4.4 In calculating the Annual Rebate, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Annual Rebate is deducted from a Property.
- 4.5 The Annual Rebate will be reduced by the Director of Finance for the year in which an Annual Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to

the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Annual Rebate percentage level applicable to that year.

- 4.6 The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to Section 4.8 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to increases or reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have resulted in a reduced tax invoice, future year entitlements may be increased or reduced accordingly.
- 4.9 Where Section 4.8 applies, any overpayment of an Annual Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.
- 4.10 If at any point after the Development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, Annual Rebate payments to a maximum of ten (10) annual reduced tax invoices will commence in the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 An Annual Rebate will only become payable after the Property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 An Annual Rebate can only be calculated and applied to the Owners tax invoice once annually, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Property;
 - (b) there are no orders to comply with any Municipal or Provincial entity with respect to the Property; and
 - (c) all other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

COMPLIANCE WITH REBATE APPLICATION

- 7.1 The Applicant shall undertake the Development in accordance with the Development Support Program.

COMPLIANCE WITH MUNICIPAL DIRECTIVES

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Municipality and shall undertake all necessary courses of action to ensure compliance.

COMPLIANCE WITH LEGISLATION

- 7.3 The Applicant agrees that the Development shall be completed in compliance with all required building permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use By-law requirements, Municipal requirements and other approvals required by law.

DEMOLITION/CONVERSION

- 7.4 The Applicant covenants to the Municipality that the Development will not be demolished

in whole or in part or converted to an ineligible use in whole or in part prior to the payment of the Annual Rebate over the term of this Agreement unless such demolition is required to enable Development approved by the Municipality under the terms of this Agreement.

- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent Development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the CAO, in his or her sole discretion will cease to advance future Annual Rebates or reduce the amount of future Annual Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

PAYMENT OF COSTS

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- (a) the onus and responsibility is upon the Applicant at all times to assume all costs of Development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Municipality and all other agencies including but not limited to all Municipal Planning Strategy amendments, Land Use By-law amendments, minor variances, site plan approvals and building permits in accordance with all applicable legislation; and
 - (b) the Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Municipality relating to the Property as and when they fall due.

DEVELOPMENT PERMITS

- 7.8 Applications for the Development Support Program must be made prior to the issuance of the first building permit for the Development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Municipality that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Annual Rebate payments, the Applicant

will immediately notify the CAO in writing of such change or proposed change of ownership.

- 8.2 The calculation and application of Annual Rebates on the Owners tax invoice shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new Owner enter into an agreement with the Municipality in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that either:

- (a) the new Owner shall have the right to participate in the Development Support Program;

Provided that:

- (b) the new Owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;

and

- (c) the new Owner shall require that any subsequent Owner(s) of the Property shall assume the Applicant obligations under this Agreement.

9. MUNICIPALITY RIGHTS

NO REPRESENTATION

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Municipality regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or by-laws.

NO CLAIM FOR COMPENSATION OR REIMBURSEMENT

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and an Annual Rebate is not advanced or the Annual Rebate payments cease the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the Municipality and that the Municipality is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the Municipality is exercising its rights herein to either delay an Annual Agreement pending the Applicant compliance with this Agreement, or to terminate this

Agreement.

10. DEFAULT AND REMEDIES

10.1 Subject to Section 10.3, on the occurrence of a Default under this Agreement, the Municipality shall be entitled to all available remedies to terminate or enforce this Agreement, including, but not limited to:

- (a) immediate termination and cessation or delay of the release of an Annual Rebate otherwise payable to the Applicant; and
- (b) requiring the Applicant to immediately repay to the Municipality all or a portion of any Annual Rebate paid to the Applicant together with interest at the established Municipal Rate.

10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant to perform any of the obligations of the Applicant contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement including but not limited to the following:

- (a) failure by the Applicant to satisfy the requirements as set out in this Agreement and the CDDI By-law;
- (b) failure by the Applicant in any material respect to perform any of the obligations contained in this Agreement;
- (c) failure by the Applicant to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Municipality, including but not limited to development charges, special assessments, local improvement charges, sewer and water and utility rates;
- (d) the making of an assignment by the Applicant for the benefit of creditors, or if the Applicant assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant; or if the Applicant is adjudged bankrupt or insolvent; or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency; or any default of the Applicant under any mortgage or other obligation; or if the Property or the interest of the Applicant in the Property is taken or sold by any creditors or under any writ of

execution or other like process;

- (e) failure by the Applicant to remain in contact with the Municipality such that the Municipality is unable to contact the Applicant for a period of time exceeding one (1) year;
- (f) any representation or warranty made by the Applicant in this Agreement or the Development Support Program is incorrect in any material respect; and
- (g) willful defaults by the Applicant in the payment of moneys to any contractor, supplier or creditor who has undertaken the works that are the subject of this Agreement.

10.3 If a Default occurs, the Municipality shall give written notice to the Applicant specifying the nature of the Default. The Applicant shall then have sixty (60) days, or such additional time as may be agreed to by the Municipality, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Annual Rebates may in the CAO's sole discretion be suspended provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO and the Applicant has commenced and continues diligently working to correct the Default the Applicant shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO and provided that the Applicant has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

10.4 Wherever in this Agreement the Municipality requires repayment of all or part of any Annual Rebate and the Applicant fails to repay as required, the unpaid amounts shall be deemed to be a debt owing to the Municipality and may be considered a lien on the Property and collected in the same manner as ordinary taxes.

11. INDEMNITY

11.1 The Applicant shall indemnify, save, defend and keep harmless from time to time and at all times, the Municipality and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges,

damages, expenses and loss made by any person arising directly or indirectly:

- (a) in respect of any failure by the Applicant to fulfill its obligations under this Agreement; and
- (b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly, resulting or sustained by reason of any act or omission of the Applicant or any person for whom the Applicant is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

12. ADDITIONAL PROVISIONS

TERM

12.1 This Agreement shall remain in effect from the date of its execution by the Municipality to the earlier of:

- (a) the Applicant informing the Municipality in writing prior to the first Annual Rebate payment, or at any point after receiving the first Annual Rebate payment, that it has decided not to accept, or no longer wishes to accept, any Annual Rebates;
- (b) subject to the provisions of Section 10 of this Agreement, the Municipality informing the Applicant in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end; or
- (c) the expiry of the Development Support Program period after 10 years.

TIME OF THE ESSENCE

12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

EXTENSION OF TIME

12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.



WEST HANTS REGIONAL MUNICIPALITY
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REGISTRATION

12.4 Upon execution of this Agreement the Municipality at the Owner's expense shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Municipality.

SCHEDULES

12.5 The following Schedules are attached to and form part of this Agreement:

Schedule "A"	Legal Description of the Property
Schedule "B"	Example of Annual Rebate Calculation
Schedule "C"	Commercial Development District Improvement By-law
Schedule "D"	List of Development Plans and Drawings

SURVIVAL OF COVENANTS

12.6 Any terms or conditions of this Agreement that require performance by the Municipality or the Applicant after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

NOTICE

12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

(a) In the case of the Municipality to:

West Hants Regional Municipality, Attn: CAO
76 Morison Drive, PO Box 3000
Windsor, NS B0N 2T0
Fax: 902-798-8553

(b) In the case of the Applicant/Owner to:

Name
Address Line 1

Address Line 2

City/Town, Province Postal Code

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately in writing of any changes of address from those set out above.

ENTIRE AGREEMENT

12.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

MUNICIPAL GOVERNMENT ACT

12.9 Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

GOVERNING LAW

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

WAIVER AND CONSENT

12.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (b) be relied upon as a consent or waiver to or of any other breach or Default of the

same or any other obligation;

(c) constitute a general waiver under this Agreement; or

(d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

HEADINGS

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The articles, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

EXTENDED MEANINGS

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

SEVERABILITY

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

FURTHER ASSURANCES

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

FORCE MAJEURE

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties



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which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

SUCCESSORS AND ASSIGNS

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this [day] day of [month], [year].

WEST HANTS REGIONAL MUNICIPALITY

Name:

Witness

Title: Chief Administrative Officer

I have authority to bind the corporation.

PROPERTY OWNER

Name:

Witness

Title:



**WEST HANTS REGIONAL MUNICIPALITY
COMMERCIAL DEVELOPMENT DISTRICT
IMPROVEMENT BY-LAW**

RC-002

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71D, which allows the Municipality to pass by-law RC-002, to be enacted by the Council of the West Hants Regional Municipality under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 8.



WEST HANTS REGIONAL MUNICIPALITY
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SCHEDULE "A"

Legal Description of the Property

SCHEDULE "B"

Example of Annual Rebate Calculation

A. Pre-Development: Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
2007	\$150,000

B. Post-Development: Actual Taxable Assessed Value:

(2)

(3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2008	\$350,000	1.80
2.	2009	\$350,000	1.80
3.	2010	\$375,000	1.80
4.	2011	\$375,000	1.80
5.	2012	\$350,000	1.80
6.	2013	\$325,000	1.80
7.	2014	\$325,000	1.80
8.	2015	\$350,000	1.80
9.	2016	\$350,000	1.80
10.	2017	\$350,000	1.80

C. Annual Rebates:

(4)

(5) = (2-1)

(6) = (5 x 3)

(7) = (6 x 4)

(8)

Yrs	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	**Annual Rebate \$	Cumulative % Payable
1.	90%	\$200,000	\$3,600	\$3,240	90.0%
2.	80%	\$200,000	\$3,600	\$2,880	85.0%
3.	70%	\$225,000	\$4,050	\$2,835	79.6%
4.	60%	\$225,000	\$4,050	\$2,430	74.4%
5.	50%	\$200,000	\$3,600	\$1,800	69.8%
6.	50%	\$175,000	\$3,150	\$1,575	66.9%
7.	40%	\$175,000	\$3,150	\$1,260	63.6%
8.	30%	\$200,000	\$3,600	\$1,080	59.4%
9.	20%	\$200,000	\$3,600	\$720	55.0%



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10.	10%	\$200,000	\$3,600	\$360	50.5%
Totals (9) & (10):			\$36,000	\$18,180	
Re-calculate:			50%	\$(180.00)	Adjustment in
*Total Allowable Rebate:			\$18,000	\$18,000	

*Total Allowable Annual Rebate over the program period cannot exceed 50%.

**Rebate Amount will be deducted from the annual property taxes of an Eligible Property that is subject to the Phased-In Assessment Agreement.



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SCHEDULE "C"

Commercial Development District Improvement By-law



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COMMERCIAL DEVELOPMENT DISTRICT
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SCHEDULE "D"

List of Development Plans and Drawings

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

(Signature of Municipal Clerk)

(Typed name of Municipal Clerk)

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

Attachment B



BY-LAW

C-002

MUNICIPALITY OF THE DISTRICT OF WEST HANTS *Commercial Development District Improvement By-law*

WHEREAS it is desirable to permit the phase-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the Municipality of the District of West Hants Commercial Development District and the community of Hantsport Commercial Development District and further to provide a reduced property tax invoice for the Owner during the phase-in period;

AND WHEREAS Chapter 13 of the Acts of 2016 amended the *Municipal Government Act* (Chapter 18 of the Acts of 1998) to create Sections 71C and 71D, which allow the Municipality with the approval of the Minister of Municipal Affairs to pass this By-law;

THEREFORE the Council of the Municipality of the District of West Hants, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law:

SHORT TITLE

1. This By-law shall be known as the Commercial Development District Improvement By-law and may be cited as the "CDDI By-law".

DEFINITIONS

2. In this By-law:
 - (a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration;
 - (b) "Annual Rebate" means the amount of the rebate in a year deducted from an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to Section 9 of this By-law;
 - (c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property and shall remain unchanged for the duration of the term of the Development Support Program for the Eligible Property;
 - (d) "Commercial Development Districts" or "CDDs" means the areas of the Municipality of the District of West Hants established by Section 4 of this By-law;
 - (e) "Development" means investment that, in the opinion of the Municipality of the District of West Hants, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes but is not limited to

- construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential;
- (f) "Development Support Program" means the program set out in this By-law designed to stimulate building construction and the expansion of the economy of the Municipality of the District of West Hants;
- (g) "Eligible Property" means an eligible commercial property or eligible contaminated property defined in Section 71C(1)(d) of the *Municipal Government Act*;
- (h) "Municipality" means the Municipality of the District of West Hants;
- (i) "Owner" means the person named on the assessment roll as responsible for the taxes for a property;
- (j) "Phased-In Assessment Agreement" means an agreement signed by the Owner of an of an Eligible Property and the Municipality which is written in substantially the same form as the Agreement set out in Appendix "D" of this By-law;
- (k) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:
- $$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} \text{ minus } \text{Base Year Taxable Assessed Value};$$
- (l) "Rebate Eligible Taxes" means the Commercial tax rate for the Municipality multiplied by the Rebate Eligible Assessment.

APPLICATION

3. This By-law shall apply to Eligible Properties located in CDDs.
4. The CDDs for the Municipality are depicted in the attached Appendix "A", Appendix "B" and Appendix "C" as established in the West Hants Municipal Planning Strategy and the Hantsport Municipal Planning Strategy.

DEVELOPMENT SUPPORT PROGRAM

5. A Development Support Program is established to provide assistance to Owners of Eligible Property in the CDDs by providing the possibility of an Annual Rebate for the Owner, if the Owner undertakes Development of their Eligible Property which increases the commercial tax assessment of the Eligible Property. The Annual Rebates are designed to stimulate building construction and the expansion of the economy of the Municipality.
6. The Development Support Program may provide a participating Owner with an Annual Rebate on an Eligible Property by deducting all or a portion of the Rebate Eligible Taxes from the calculated tax invoice for that year.
7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the

Municipality. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time.

PHASED-IN ASSESSMENT AGREEMENT

8. (a) To be eligible to for an Annual Rebate for the upcoming tax year the Phased-In Assessment Agreement must be signed by January 31 of that year.
- (b) A Phased-In Assessment Agreement establishes the eligibility criteria for the Development Support Program and the limits on the program as established in this By-law. In the event of a conflict between the Phased-In Assessment Agreement and the By-law, the provisions of the By-law shall prevail.

REBATE CALCULATION

9. An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased-In Assessment Agreement as follows:

Year	Rebate (as % of the Rebate Eligible Taxes)
1	90
2	80
3	70
4	60
5	50
6	50
7	40
8	30
9	20
10	10

REBATE LIMITS

10. The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

11. In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to reductions or increases resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced or increased accordingly. Any overpayment of rebate amounts arising from subsequent assessment or tax reductions will be deemed to be

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a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.

DURATION

12. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the PVSC to fully reflect the Development for which the Owner is receiving the rebate.
13. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the Eligible Property is demolished except to allow for eligible development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

14. An Owner can only enter into one Phased-In Assessment Agreement per Eligible Property at one time. If at any point after the Development is complete, additional work is proposed on the Eligible Property that is not part of the original application, but may serve to further increase the commercial tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time. The original application would be void, the base year would reset, and the Owner would enter into a new agreement.

CONDOMINIUMS

15. If a development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of all other condominium units.

REPEAL

16. In the event that this By-law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-law, despite its whole or partial repeal, for the remaining duration of the signed Phased-In Assessment Agreement or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

17. An Owner's application to the Development Support Program must be made prior to the issuance of a building permit for the Development of the Eligible Property.

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18. All proposed Developments must conform to all Provincial laws, Municipal By-laws, policies, and processes and all improvements must be made pursuant to an approved building permit, applicable zoning requirements and development approvals.
19. The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased-In Assessment Agreement.
20. The Owner of an Eligible Property in the CDD must not be in arrears of any property taxes or other fees and charges on the date that the Phased-In Assessment Agreement is signed.

PAYMENT

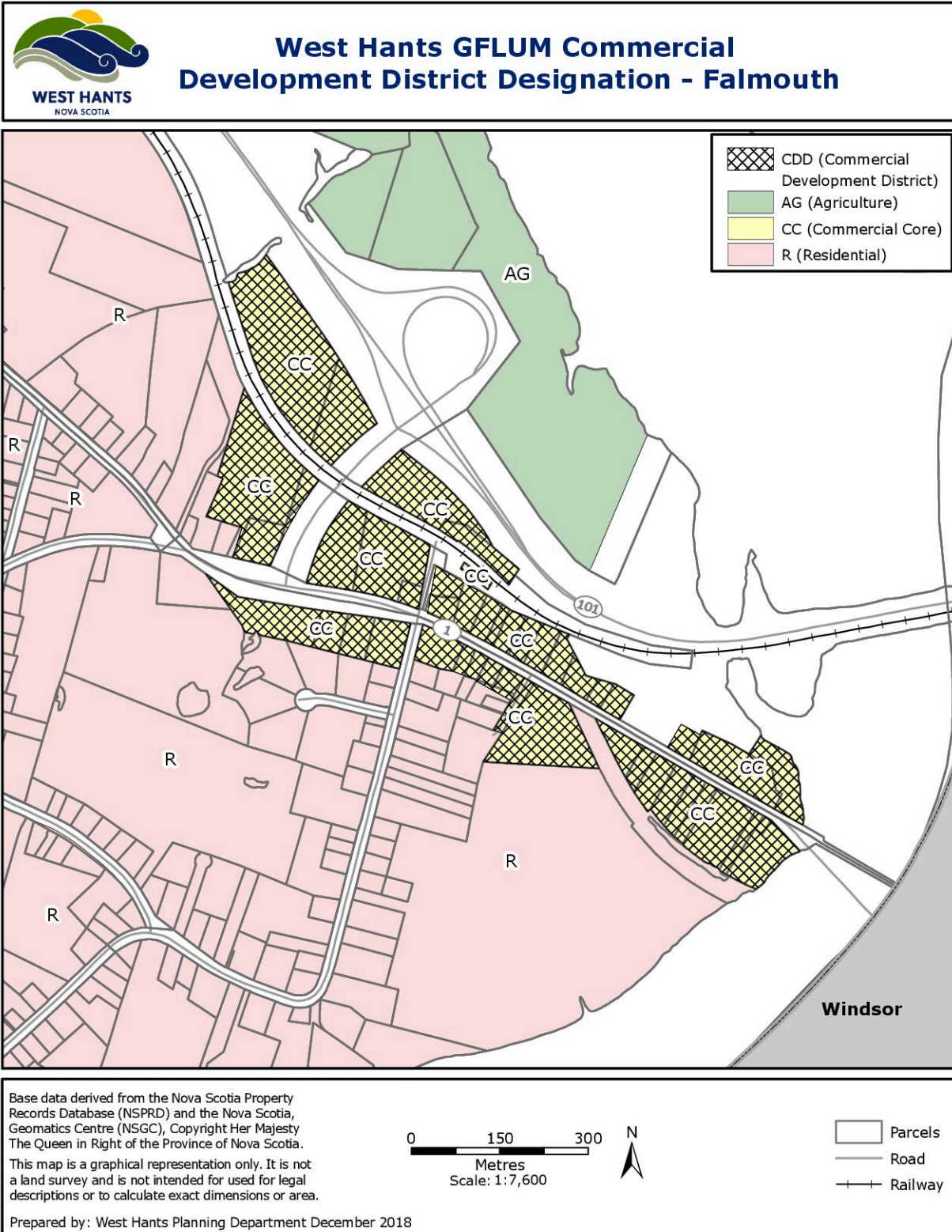
21. The Municipality will calculate and apply Annual Rebates to the Owner's annual property tax invoice provided that:
 - (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Eligible Property;
 - (b) there are no outstanding orders on the Eligible Property from any Municipal or Provincial entity; and
 - (c) all other eligibility criteria and conditions are met.
22. In case of an assessment appeal, the Municipality reserves the right to withhold Annual Rebates pending final disposition of the appeal.

REQUIRMENT TO REVIEW THIS BY-LAW

23. This By-law shall be reviewed by the Municipality within four years of its coming into force and every four years thereafter in accordance with Section 71E of the *Municipal Government Act*.

APPENDIX "A"

West Hants Commercial Development District Designation – Falmouth

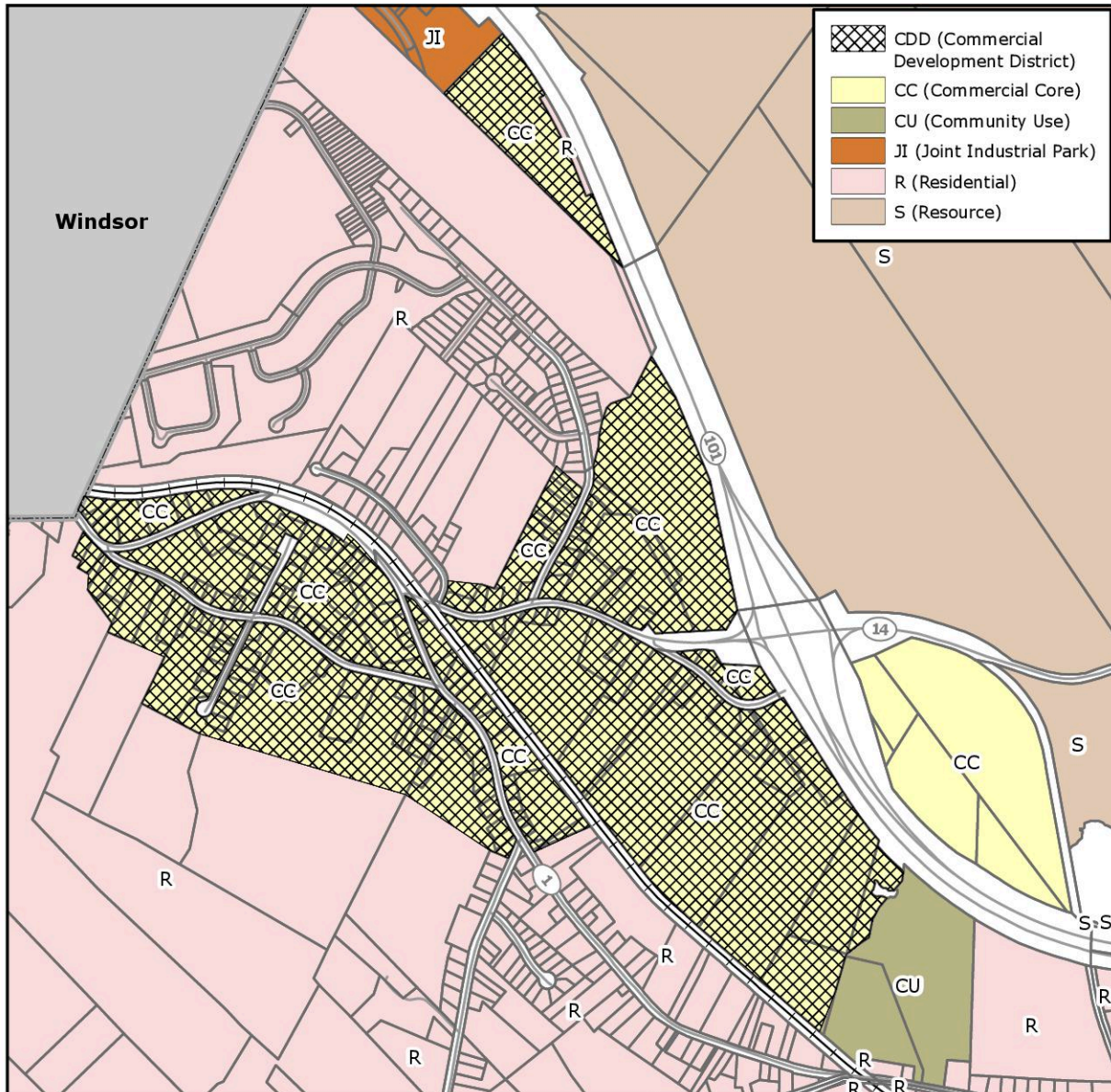


APPENDIX "B"

West Hants Commercial Development Designation – Three Mile Plains



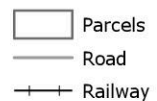
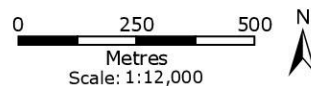
**West Hants GFLUM Commercial Development
District Designation - Three Mile Plains**



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

Prepared by: West Hants Planning Department December 2018

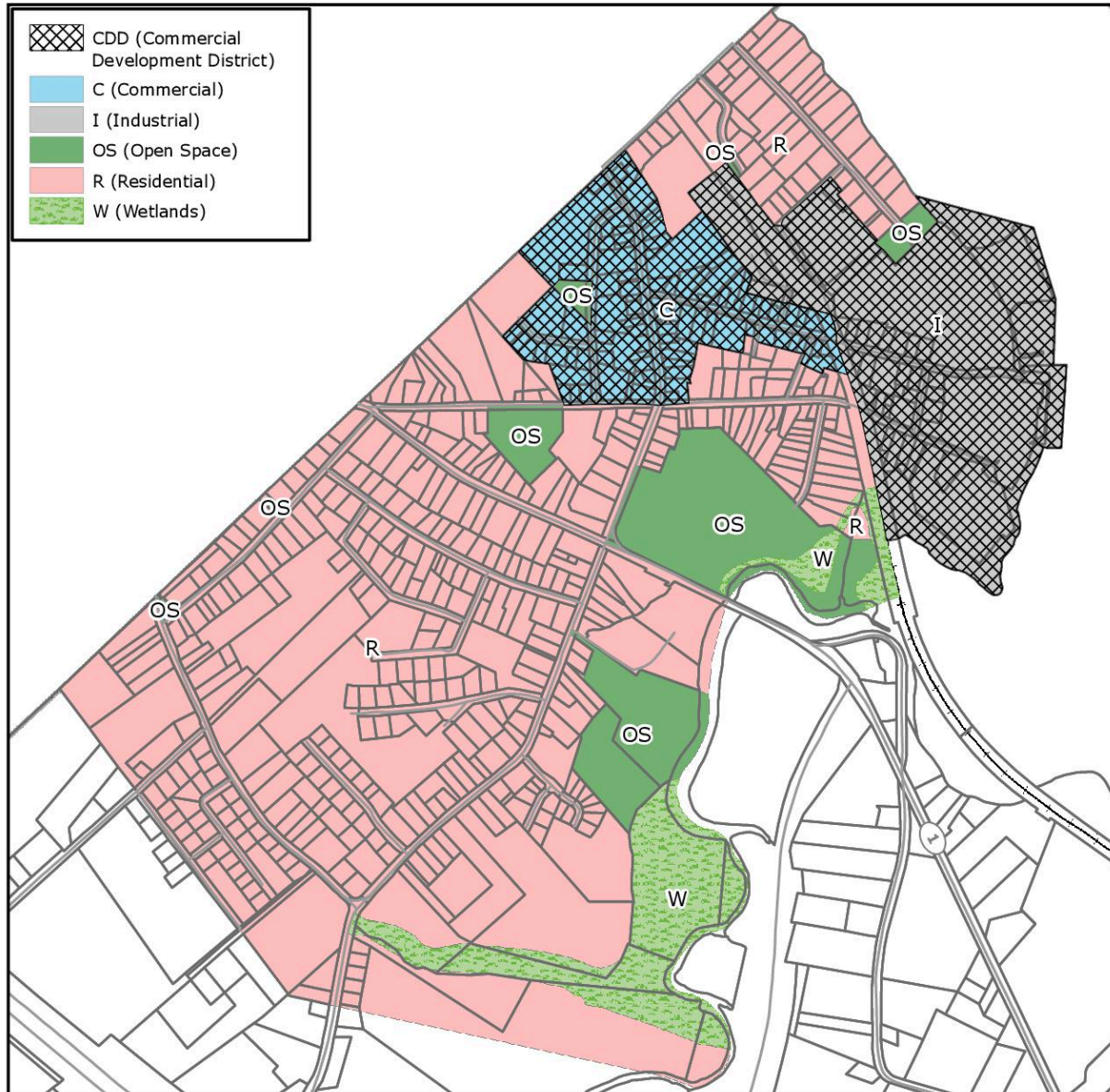


APPENDIX "C"

Hantsport Commercial Development District



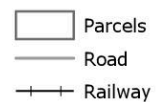
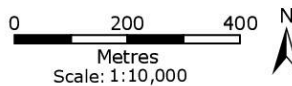
Hantsport GFLUM Commercial Development District Designation - Hantsport



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

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

Prepared by: West Hants Planning Department December 2018





APPENDIX "D"
Phased-In Assessment Agreement

MUNICIPALITY OF THE DISTRICT OF WEST HANTS
PHASED-IN ASSESSMENT AGREEMENT

THIS AGREEMENT made as of the [day] day of [month], [year].

BETWEEN:

(the "**Applicant**")

– and –

The Municipality of the District of West Hants

(the "**Municipality**")

WHEREAS the Municipality adopted the "Commercial Development District Improvement By-Law" or "CDDI By-law", a program providing reduced tax invoices to participating Owners who undertake Development on an Eligible Property in a Commercial Development District;

AND WHEREAS the Applicant is the registered Owner of an Eligible Property which is located within a Commercial Development District and has applied to the Municipality for participation in the Development Support Program for the Property described below in Section 1 and in Schedule "A" of this Agreement; (the "**Property**");

AND WHEREAS the Municipality requires that a Phased-In Assessment Agreement be entered into between the Applicant and the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application for participation in the Development Support Program by the Municipality, subject to and in accordance with the terms and conditions of this Agreement, the parties covenant and agree as follows:

1. PROPERTY INFORMATION

Applicant:

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Assessment Account Number(s):

Mailing Address of Owner:

The Legal Description of the Property as set out in Schedule "A" of this Agreement.

2. DEFINITIONS

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI By-law, and Section 71C of the Municipal Government Act (Chapter 18 of the Acts of 1998).

The following terms shall have the meanings set out below:

- (a) "Agreement" means this Phased-In Assessment Agreement which is entered into between the parties pursuant to Sections 71C and 71D of the *Municipal Government Act*, and the CDDI By-law enacted by the Council of the Municipality of the District of West Hants and as amended from time to time;
- (b) "Applicant" means the Owner applying to the Development Support Program;
- (c) "CAO" means the Chief Administrative Officer of the Municipality. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council;
- (d) "Director of Finance" means Director of Finance of the Municipality;
- (e) "Eligible Use" means permitted commercial uses as set out in the *Municipal Planning Strategy* and *Land Use By-Law* or the *Hantsport Municipal Planning Strategy* and *Land Use By-law*;
- (f) "Municipal Solicitor" means the lawyer appointed by the Municipality for the purpose of registering this Agreement under the Land Registration System;
- (g) "Property" means the Property described in Section 1 and Schedule "A" of this Agreement.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

3.1 The Applicant's participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:

- (a) the objectives and participation requirements of this Agreement and the CDDI By-law, attached as Schedule "C" to this Agreement, are met from year to year;
- (b) all applicable Provincial and Municipal requirements, approvals, policies, and procedures are met; and
- (c) the Property has undergone Development.

4. ANNUAL REBATE FUNDING CALCULATION

4.1 An Annual Rebate is calculated by the Director of Finance as a percentage of the Rebate Eligible Assessment as shown in the example in Schedule "B" to this Agreement.

- 4.2 Prior to the commencement of the Development Support Program, the Director of Finance shall determine the Base Year Taxable Assessed Value used to calculate the Rebate Eligible Assessment and the corresponding Annual Rebate. Following this determination, the Municipality will keep records in the same format as Schedule "B" which will be amend annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the Annual Rebate amount to be deducted from a Property through a reduced tax invoice as determined by the Director of Finance.
- 4.3 The Applicant shall have an opportunity to review the Director of Finance's calculation of the Base Year Taxable Assessed Value prior to the finalization of the Annual Rebate Calculation, however the Director of Finance's determination as to the calculation of the Base Year Taxable Assessed Value and the amount of the Annual Rebate shall be final.
- 4.4 In calculating the Annual Rebate, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Annual Rebate is deducted from a Property.
- 4.5 The Annual Rebate will be reduced by the Director of Finance for the year in which an Annual Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Annual Rebate percentage level applicable to that year.
- 4.6 The total Annual Rebates provided over the ten (10) year maximum term of participation must not result in the calculation of the total increases in taxes payable during the phase-in period being less than fifty percent (50%) of the total increases in taxes payable during the same period in the absence of the application of the Development Support Program formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to Section 4.8 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 In the event there are any subsequent changes in the total Municipal Property taxes payable in any year due to increases or reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have resulted in a reduced tax invoice, future year entitlements may be increased or reduced accordingly.
- 4.9 Where Section 4.8 applies, any overpayment of an Annual Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Municipality which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Municipality.
- 4.10 If at any point after the Development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Annual Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued

availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, Annual Rebate payments to a maximum of ten (10) annual reduced tax invoices will commence in the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

6. CONDITIONS OF PAYMENT

- 6.1 The CAO shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 An Annual Rebate will only become payable after the Property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 An Annual Rebate can only be calculated and applied to the Owners tax invoice once annually, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to the Property;
 - (b) there are no orders to comply with any Municipal or Provincial entity with respect to the Property; and
 - (c) all other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

COMPLIANCE WITH REBATE APPLICATION

- 7.1 The Applicant shall undertake the Development in accordance with the Development Support Program.

COMPLIANCE WITH MUNICIPAL DIRECTIVES

- 7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Municipality and shall undertake all necessary courses of action to ensure compliance.

COMPLIANCE WITH LEGISLATION

- 7.3 The Applicant agrees that the Development shall be completed in compliance with all required building permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use By-law requirements, Municipal requirements and other approvals required by law.

DEMOLITION/CONVERSION

- 7.4 The Applicant covenants to the Municipality that the Development will not be demolished in whole or in part or converted to an ineligible use in whole or in part prior to the payment of the Annual Rebate over the term of this Agreement unless such demolition is required to enable Development approved by the Municipality under the

terms of this Agreement.

- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent Development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the CAO, in his or her sole discretion will cease to advance future Annual Rebates or reduce the amount of future Annual Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

PAYMENT OF COSTS

- 7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:
- (a) the onus and responsibility is upon the Applicant at all times to assume all costs of Development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Municipality and all other agencies including but not limited to all Municipal Planning Strategy amendments, Land Use By-law amendments, minor variances, site plan approvals and building permits in accordance with all applicable legislation; and
 - (b) the Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Municipality relating to the Property as and when they fall due.

DEVELOPMENT PERMITS

- 7.8 Applications for the Development Support Program must be made prior to the issuance of the first building permit for the Development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Municipality that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Annual Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.
- 8.2 The calculation and application of Annual Rebates on the Owners tax invoice shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new Owner enter into an agreement with the Municipality in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that either:
- (a) the new Owner shall have the right to participate in the Development Support Program;
- Provided that:**
- (b) the new Owner shall assume the Applicant's obligations under this Agreement

from and after the date of completion of such sale, transfer or assignment;

and

- (c) the new Owner shall require that any subsequent Owner(s) of the Property shall assume the Applicant obligations under this Agreement.

9. MUNICIPALITY RIGHTS

NO REPRESENTATION

- 9.1 Nothing in this Agreement shall be construed to be a representation by the Municipality regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or by-laws.

NO CLAIM FOR COMPENSATION OR REIMBURSEMENT

- 9.2 In the event that any of the conditions of this Agreement are not fulfilled and an Annual Rebate is not advanced or the Annual Rebate payments cease the Applicant agrees that notwithstanding any costs or expenses incurred by the Applicant, the Applicant shall not have any claim for compensation or reimbursement of these costs and expenses against the Municipality and that the Municipality is not liable to the Applicant for losses, damages, interest, or claims which the Applicant may bear as a result of the lapse of time (if any) where the Municipality is exercising its rights herein to either delay an Annual Agreement pending the Applicant compliance with this Agreement, or to terminate this Agreement.

10. DEFAULT AND REMEDIES

- 10.1 Subject to Section 10.3, on the occurrence of a Default under this Agreement, the Municipality shall be entitled to all available remedies to terminate or enforce this Agreement, including, but not limited to:
 - (a) immediate termination and cessation or delay of the release of an Annual Rebate otherwise payable to the Applicant; and
 - (b) requiring the Applicant to immediately repay to the Municipality all or a portion of any Annual Rebate paid to the Applicant together with interest at the established Municipal Rate.
- 10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant to perform any of the obligations of the Applicant contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement including but not limited to the following:
 - (a) failure by the Applicant to satisfy the requirements as set out in this Agreement and the CDDI By-law;
 - (b) failure by the Applicant in any material respect to perform any of the obligations contained in this Agreement;
 - (c) failure by the Applicant to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Municipality, including but not limited to development charges, special

assessments, local improvement charges, sewer and water and utility rates;

- (d) the making of an assignment by the Applicant for the benefit of creditors, or if the Applicant assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant; or if the Applicant is adjudged bankrupt or insolvent; or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency; or any default of the Applicant under any mortgage or other obligation; or if the Property or the interest of the Applicant in the Property is taken or sold by any creditors or under any writ of execution or other like process;
- (e) failure by the Applicant to remain in contact with the Municipality such that the Municipality is unable to contact the Applicant for a period of time exceeding one (1) year;
- (f) any representation or warranty made by the Applicant in this Agreement or the Development Support Program is incorrect in any material respect; and
- (g) willful defaults by the Applicant in the payment of moneys to any contractor, supplier or creditor who has undertaken the works that are the subject of this Agreement.

10.3 If a Default occurs, the Municipality shall give written notice to the Applicant specifying the nature of the Default. The Applicant shall then have sixty (60) days, or such additional time as may be agreed to by the Municipality, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Annual Rebates may in the CAO's sole discretion be suspended provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO and the Applicant has commenced and continues diligently working to correct the Default the Applicant shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO and provided that the Applicant has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

10.4 Wherever in this Agreement the Municipality requires repayment of all or part of any Annual Rebate and the Applicant fails to repay as required, the unpaid amounts shall be deemed to be a debt owing to the Municipality and may be considered a lien on the Property and collected in the same manner as ordinary taxes.

11. INDEMNITY

11.1 The Applicant shall indemnify, save, defend and keep harmless from time to time and at all times, the Municipality and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly:

- (a) in respect of any failure by the Applicant to fulfill its obligations under this Agreement; and
- (b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly, resulting or sustained by reason of any act or omission of the Applicant or any person for whom the Applicant is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

12. ADDITIONAL PROVISIONS

TERM

- 12.1 This Agreement shall remain in effect from the date of its execution by the Municipality to the earlier of:
- (a) the Applicant informing the Municipality in writing prior to the first Annual Rebate payment, or at any point after receiving the first Annual Rebate payment, that it has decided not to accept, or no longer wishes to accept, any Annual Rebates;
 - (b) subject to the provisions of Section 10 of this Agreement, the Municipality informing the Applicant in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end; or
 - (c) the expiry of the Development Support Program period after 10 years.

TIME OF THE ESSENCE

- 12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

EXTENSION OF TIME

- 12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

REGISTRATION

- 12.4 Upon execution of this Agreement the Municipality at the Owner's expense shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Municipality.

SCHEDULES

- 12.5 The following Schedules are attached to and form part of this Agreement:

Schedule "A"	Legal Description of the Property
Schedule "B"	Example of Annual Rebate Calculation
Schedule "C"	Commercial Development District Improvement By-law

SURVIVAL OF COVENANTS

- 12.6 Any terms or conditions of this Agreement that require performance by the Municipality or the Applicant after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

NOTICE

- 12.7 Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

(a) In the case of the Municipality to:

Municipality of the District of West Hants, Attn: CAO

76 Morison Drive, PO Box 3000

Windsor, NS B0N 2T0

Fax: 902-798-8553

(b) In the case of the Applicant/Owner to:

Name

Address Line 1

Address Line 2

City/Town, Province Postal Code

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately in writing of any changes of address from those set out above.

ENTIRE AGREEMENT

- 12.8 This Agreement and the Schedules attached to it constitute the entire Agreement between the parties and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

MUNICIPAL GOVERNMENT ACT

- 12.9 Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

GOVERNING LAW

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

WAIVER AND CONSENT

12.11 No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- (c) constitute a general waiver under this Agreement; or
- (d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

HEADINGS

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The articles, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

EXTENDED MEANINGS

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

SEVERABILITY

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

FURTHER ASSURANCES

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

FORCE MAJEURE

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government or statute, unavoidable casualties, shortage of labour, equipment or

material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

SUCCESSORS AND ASSIGNS

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this [day] day of [month], [year].

MUNICIPALITY OF THE DISTRICT OF WEST HANTS

Name:

Title: Chief Administrative Officer

Witness

I have authority to bind the corporation.

PROPERTY OWNER

Name:

Title:

Witness

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71D, which allows the Municipality to pass by-law C-002, to be enacted by the Council of the Municipality of the District of West Hants under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 8.

SCHEDULE "A"
Legal Description of the Property

SCHEDULE "B"
Example of Annual Rebate Calculation

A. Pre-Development: Base Year Taxable Assessed Value:
(1)

Base Year	Base Year Taxable Assessed Value
2007	\$150,000

B. Post-Development: Actual Taxable Assessed Value:
(2) (3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2008	\$350,000	1.80
2.	2009	\$350,000	1.80
3.	2010	\$375,000	1.80
4.	2011	\$375,000	1.80
5.	2012	\$350,000	1.80
6.	2013	\$325,000	1.80
7.	2014	\$325,000	1.80
8.	2015	\$350,000	1.80
9.	2016	\$350,000	1.80
10.	2017	\$350,000	1.80

C. Annual Rebates:
(4) (5) = (2-1) (6) = (5 x 3) (7) = (6 x 4) (8)

Yrs	Rebate %	Rebate Eligible Assessment	Rebate Eligible Taxes	**Annual Rebate \$	Cumulative % Payable
1.	90%	\$200,000	\$3,600	\$3,240	90.0%
2.	80%	\$200,000	\$3,600	\$2,880	85.0%
3.	70%	\$225,000	\$4,050	\$2,835	79.6%
4.	60%	\$225,000	\$4,050	\$2,430	74.4%
5.	50%	\$200,000	\$3,600	\$1,800	69.8%
6.	50%	\$175,000	\$3,150	\$1,575	66.9%
7.	40%	\$175,000	\$3,150	\$1,260	63.6%
8.	30%	\$200,000	\$3,600	\$1,080	59.4%
9.	20%	\$200,000	\$3,600	\$720	55.0%
10.	10%	\$200,000	\$3,600	\$360	50.5%
Totals (9) & (10):			\$36,000	\$18,180	
Re-calculate:			50%	\$(180.00)	
*Total Allowable Rebate:			\$18,000	\$18,000	

*Total Allowable Annual Rebate over the program period cannot exceed 50%. **Rebate Amount will be deducted from the annual property taxes of an Eligible Property that is subject to the Phased-In Assessment Agreement.



BY-LAW

C-002

SCHEDULE "C"
Commercial Development District Improvement By-law



SCHEDULE "D"
List of Development Plans and Drawings

I, Rhonda Brown, Municipal Clerk of the Municipality of the District of West Hants, the Province of Nova Scotia, do hereby certify that this is a true copy of the By-law as adopted by the Council of the Municipality of the District of West Hants at a meeting duly called and held on the 8th day of **January, 2019**.

R.N. Brown
Municipal Clerk

By-Law Adoption	
First Reading:	December 11, 2018
Notice Published:	December 18, 2018
Second Reading & Approval	January 8, 2019
Final Publication	March 26, 2019
Notice to Municipal Affairs	January 10, 2019
Description: Initial approval of the Commercial Development District Improvement By-law, C-002.	

Original By-law signed by Rhonda Brown, Municipal Clerk.



TOWN OF WINDSOR BYLAW # 44 COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT PLAN

AUTHORITY (attached as Appendix 'A')

Pursuant to Sections 71C and 71D of the *Municipal Government Act*, the Town of Windsor is permitted to phase-in, over a period of up to ten years, of an increase to the taxable assessed value of certain commercial properties located in the Town of Windsor Commercial Development District (CDD), and to provide rebate of taxes paid by the Owner during the phasing-in period.

TITLE

44.01 This By-law is entitled the "Commercial Development District Improvement Plan By-law".

DEFINITIONS

44.02 In this By-law:

- a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.
- b) "Annual Rebate" is the amount of the rebate in a year paid to an Owner of an Eligible Property that is subject to a Phased In Assessment Agreement pursuant to section 44.10 of this By-law.
- c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased In Assessment Agreement is signed for the Eligible Property, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.

- d) "Commercial Development District" or "CDD" means the area of the Town of Windsor established by section 44.04 of this By-law.
- e) "Development" means investment that, in the opinion of the Town of Windsor, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes, but is not limited to, construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property's potential.
- f) "Development Support Program" is a program designed to stimulate building construction and the expansion of the economy of the Town of Windsor.
- g) "Eligible Property" means an eligible property as defined in section 71C(1)(d) of the *Municipal Government Act*.
- h) "Owner" means the person named on the assessment roll as responsible for the taxes for a property.
- i) "Phased In Assessment Agreement" is an agreement signed by the Town of Windsor and the Owner of an of an Eligible Property and is written in substantially the same form as the Agreement set out in Appendix "C" of this By-law.
- j) "Rebate Eligible Assessment" in a taxation year means the amount calculated using the following formula:

$$\text{Rebate Eligible Assessment} = \text{Actual Taxable Assessed Value} - \text{Base Year Taxable Assessed Value}.$$

APPLICATION

- 44.03 This By-law applies to Eligible Properties located in the CDD.
- 44.04 The CDD for Town of Windsor is depicted in the attached Appendix "B" and is hereby established in accordance with the Town of Windsor *Municipal Planning Strategy*.

DEVELOPMENT SUPPORT PROGRAM

- 44.05 A Development Support Program is established to aid Owners of Eligible Properties in the CDD by providing the possibility of an annual partial rebate on taxes paid by the Owner if the Owner has undertaken Development of their Eligible Property.
- 44.06 Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Town of Windsor as shown in Appendix "C" of this By-law.

ELIGIBILITY

- 44.07 An Eligible Property must undergo Development before the Owner of the property can participate in the Development Support Program.

PHASED IN ASSESSMENT AGREEMENT

- 44.08 The eligibility criteria for the Development Support Program and the limits on the program are as established in this By-Law. In the event of a conflict between a Phased In Assessment Agreement and this By-Law, the provisions of this By-Law shall prevail.

REBATE CALCULATION

- 44.09 An Annual Rebate shall be calculated each year for each Eligible Property that is the subject of a Phased In Assessment Agreement as follows:

<i>Year</i>	<i>Annual Rebate</i>
1	90% of Rebate Eligible Taxes
2	80% of Rebate Eligible Taxes
3	70% of Rebate Eligible Taxes
4	60% of Rebate Eligible Taxes
5	50% of Rebate Eligible Taxes
6	50% of Rebate Eligible Taxes
7	40% of Rebate Eligible Taxes
8	30% of Rebate Eligible Taxes
9	20% of Rebate Eligible Taxes
10	10% of Rebate Eligible Taxes

Where Rebate Eligible Taxes = Commercial tax rate for the Town of Windsor x the Rebate Eligible Assessment

REBATE LIMITS

- 44.10 The total of Annual Rebates provided to an Owner over the term of participation in the Development Support Program must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty per cent of the total increase in taxes that would be payable during the same period in the absence of the application of the Development Support Program formula.

ADJUSTMENTS

- 44.11 In the event there are any subsequent changes in the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after Annual Rebates have been paid, future year entitlements may be reduced accordingly. Any overpayment of amounts arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town of Windsor.

DURATION

- 44.12 Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the Development for which the Owner is receiving the rebate.
- 44.13 All support under the Development Support Program will cease if, during the term of the Phased In Assessment Agreement, a building on the subject property is demolished except to allow for eligible Development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

STAGED DEVELOPMENT

- 44.14 In the case of a staged Development, where one portion of an Eligible Property is developed in advance of others, each portion of the Eligible Property will be treated as a separate Eligible Property. The first Annual Rebate payment of the component of the Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the Development. As other portions of the Eligible Property are developed, which result in further assessment increases, the Owner of the Eligible Property may apply to further participate in the Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Support Program and the Owner's ability to meet the eligibility requirements and Annual Rebate entitlements in place at that time.

CONDOMINIUMS

- 44.15 If a Development of an Eligible Property is condominiumized, each condominium unit will be treated as a stand-alone Eligible Property and must be able to meet all eligibility requirements of the Development Support Program, independent of other condominium units.

REPEAL

- 44.16 (1) If this By-Law, or any portion thereof, is repealed, any Owner of an Eligible Property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this By-Law, despite its whole or partial repeal.
- (2) In the event of a repeal in (1), for the Owner of an Eligible Property in the CDD who has been accepted into the Development Support Program as of the date of the repeal, this By-law will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Support Program for that Owner until the ten-year maximum term is completed or the Owner's participation in the Development Support Program is discontinued.

OTHER CONDITIONS

- 44.17 All proposed Developments must conform to all Provincial laws, municipal By-laws, policies, and processes and all improvements must be made pursuant to an approved building permit and applicable zoning requirements and development approvals.
- 44.18 The applicant to the Development Support Program must be the Owner of the Eligible Property that is to be the subject of the Phased In Assessment Agreement.
- 44.19 The Owner of an Eligible Property in the CDD must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

PAYMENT

- 44.20 The Town of Windsor will pay Annual Rebates once annually, in the last quarter of the year, provided that:
- a) there are no outstanding taxes, water rates, or other sums owed to the Town of Windsor with respect to the subject property;
 - b) there are no outstanding work orders or orders or requests to comply from any municipal or provincial entity with respect to the subject property; and
 - c) all other eligibility criteria and conditions are met.
- 44.21 An Owner will not be entitled to an Annual Rebate if the property subject to a Phased In Assessment Agreement does not meet the conditions of section 20 at the time the Annual Rebate is due to be paid.
- 44.22 Annual Development Rebates will not be applied as tax credits against property tax accounts.
- 44.23 In case of an assessment appeal, the Town of Windsor reserves the right to withhold Annual Development Rebates pending final disposition of the appeal.

REQUIREMENT TO REVIEW BY-LAW

- 44.24 This By-law shall be reviewed by the Town of Windsor within four years of its coming into force and every four years thereafter in accordance with section 71(E) of the *Municipal Government Act*.

Clerk's Annotation (Office Use Only)

Date of First Reading: **September 25, 2018**

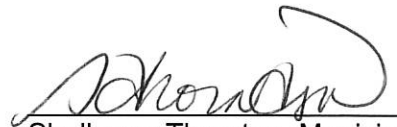
Dates of advertisement of Notice of Intent to Consider: **October 02, 2018 & October 05, 2018**

Date of Second Reading: **October 23, 2018**

*Date of advertisement of Passage of Bylaw: **October 30, 2018**

Date of mailing to the Minister a certified copy of Bylaw: **November 02, 2018**

I certify that this **Commercial Development District Improvement Plan Bylaw #44** was adopted by Council and published as indicated above.



Shelleena Thornton, Municipal Clerk
Town of Windsor

*Effective Date of the Bylaw unless otherwise specified in the text of the Bylaw

APPENDIX 'A'

Council Meetings and Proceedings Policy Editor's Annotations

ENABLING LEGISLATION

Municipal Government Act, R.S.N.S. 1998, c.18:

71C (1) In this Section,

- (a) "commercial development district" means a district, established by a by-law made pursuant to subsection (2), that comprises one or more eligible properties;
 - (b) "eligible commercial property" means a commercial property, except the forest property owned by a person who owns fifty thousand acres or more of forest property in the Province;
 - (c) "eligible contaminated property" means a property or part thereof that
 - (i) was an eligible commercial property,
 - (ii) is designated as a contaminated site pursuant to subsection 87(1) of the *Environment Act*, and
 - (iii) is the subject of an agreement entered into pursuant to clause 89(1)(b) of the *Environment Act*;
 - (d) "eligible property" means an eligible commercial property or eligible contaminated property.
- (2) Notwithstanding subsection 57(2) but subject to Section 71D, where a council considers it necessary or advisable, the council may, by by-law, provide for
- (a) the phasing-in of an increase in the taxable assessed value of an eligible property located in a commercial development district over a period not exceeding ten years; and
 - (b) the cancellation, reduction or refund of taxes paid as a result of the phasing-in of the increase.
- (3) Subject to subsection (4), a by-law made pursuant to subsection (2) must establish, in accordance with a municipal planning strategy, one or more commercial development districts.

- (4) A commercial development district may only be established in an area that is serviced by wastewater facilities and a water system.
- (5) Subject to subsection (6), a by-law made pursuant to subsection (2) may
- (a) where the taxes paid in the current year in respect of an eligible property exceed the taxes payable in respect of the eligible property under the by-law, authorize the refund of the amount by which the taxes paid exceed the taxes payable under the by-law;
 - (b) prescribe a base year for the purpose of a formula authorized by clause (c); and
 - (c) prescribe a formula to be applied to any increase in the taxable assessed value in a year above the taxable assessed value in the base year for the purpose of calculating the taxes payable.
- (6) A formula prescribed by clause (5)(c) must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty per cent of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.
- (7) Notwithstanding subsection 57(2), where a by-law is made pursuant to subsection (2), the owner of an eligible property to which the by-law applies shall pay taxes with respect to the eligible property in accordance with the by-law instead of the taxes otherwise payable pursuant to this Act.
- (8) Taxes payable in respect of an eligible property under a bylaw made pursuant to subsection (2) are a first lien upon the eligible property.
- (9) Nothing in this Section authorizes the application of a commercial tax rate to an eligible property other than the commercial tax rate set by the council pursuant to subsection 73(1) for the area of the Town of Windsor determined to be an urban area receiving an urban level of services.

71D

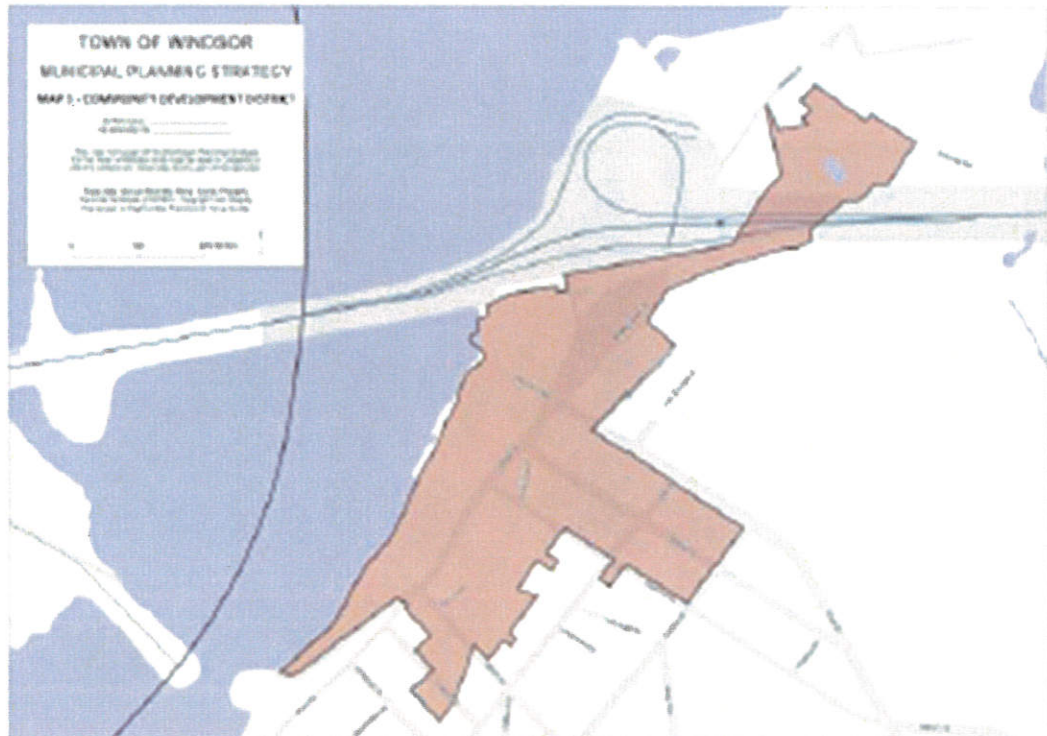
- (1) Where a council makes a by-law pursuant to subsection 71C(2), the clerk shall submit a certified copy of the by-law to the Minister.
- (2) The Minister shall review the by-law and determine whether the by-law appears to affect a provincial interest or conflict with the law.
- (3) Where the Minister determines that the by-law appears to affect a provincial interest, the Minister shall
- (a) approve the by-law;

- (b) approve the by-law with such amendments as the Minister considers necessary or advisable; or
 - (c) refuse to approve the by-law.
- (4) Where the Minister determines that the by-law appears to conflict with the law, the Minister shall
- (a) approve the by-law with such amendments as the Minister considers necessary or advisable to resolve the apparent conflict with the law; or
 - (b) refuse to approve the by-law.
- (5) The by-law is of no force and effect until the Minister
- (a) determines that the by-law does not appear to affect a provincial interest or conflict with the law; or
 - (b) approves the by-law, with or without amendments, and provides written notice to the clerk of the Minister's determination or approval.

71E A by-law made pursuant to subsection 71C(2) must be reviewed by the Town of Windsor within four years of its coming into force and every four years thereafter.

APPENDIX 'B'

MAP 3 – COMMERCIAL DEVELOPMENT DISTRICT





WEST HANTS REGIONAL MUNICIPALITY REPORT

Information X	Recommendation ☐	Decision Request ☐	Councillor Activity ☐
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To: West Hants Regional Municipality, Committee of the Whole

Submitted by: Ryan Parker
By-Law Enforcement Officer

Date: November 9, 2021

Subject: Dangerous or Unsightly Premise Report

LEGISLATIVE AUTHORITY

MGA Section 345 (3)

RECOMMENDATION or DECISION REQUEST

Information report.

BACKGROUND

Property ☐	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity X
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DISCUSSION

This update will cover Dangerous or Unsightly Premises complaints from January 01, 2021 through August 31, 2021. During the reporting period 35 complaints were received in writing. Of the 35 complaints, 22 were remedied by the owner and 2 are in progress and have yet to require an order at this point. The status of the remainder at the time of writing the report is:

Number of orders issued for property clean up by COTW: 2

Status: 1 completed by contractors hired by WHRM with costs applied to the owner's
1 nearing completion by contractors hired by WHRM

Number of orders issued for property clean up by the Administrator: 6

Status: 1 not remedied (will require an order)
 2 remedied by contractors hired by WHRM with costs applied to the owner's taxes
 2 owner remedied the condition
 1 owner is closing in on completing remedying the condition

Complaints determined to be invalid: 2

Origin: 1 voice message; 1 letter
 Neither provided any information other than a civic address and a request to have it cleaned up. WHRM requires a signed complaint form.
 1 complaint was handled by the Development Officer.

Orders outstanding from the previous reporting period: 2

Status: 2- both have been remedied

NEXT STEPS

The next report period will be September 01, 2021-March 31, 2022.

FINANCIAL IMPLICATIONS

When the Municipality is required to remedy condition of a property all costs are passed to the property owners taxes as a lien. The Municipality retains the debt until an owner pays the tax account or the property is sold at tax sale at which point debt is collected.

ALTERNATIVES

N/A

ATTACHMENTS

N/A

CHIEF ADMINISTRATIVE OFFICER REVIEW

Thank you to our By-Law Enforcement Officers Ryan Parker and Shawn Levy and the Planning Department for their administration of the Dangerous and Unsightly files. As noted in the report, a majority of the complaints are dealt with in-person through the cooperation of the officers and the property owners.

I have no further comments regarding the report.

Report Prepared by: _____
Ryan Parker

Report Reviewed by: _____
(Name and Title)

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer



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

To: **Members of West Hants Regional Council**

Submitted by: **Abraham Zebian, Mayor**

Date: November 9, 2021

Subject: Investment and Development Ready Planning Process

LEGISLATIVE AUTHORITY

BACKGROUND

West Hants Regional Municipality has a competent, efficient planning department that handle tasks such as development agreements, amendments to LUB and the MPS, permits, fire and building inspections, and mapping among many other tasks. The successful consolidation between the former Municipality of West Hants and Town of Windsor coupled with the emergence of the COVID-19 pandemic has seen the work load on our planning department increase substantially.

DISCUSSION

West Hants Regional Municipality is going through a housing and development boom, unlike any other seen in recent times. The interest in our Municipality is at an all time high with substantial parcels of land selling recently and others slated for sale in the near future. The twinning of Highway 101, in my opinion, will also add increased interest in our Municipality by creating modern highway systems and easier access to our communities. We have a chance to take full advantage of this “perfect storm” and set the ultimate example of being a Municipality where we are development ready and known as the best place to do business.

In order for West Hants Regional Municipality to be ready for development, we must have the appropriate level of staffing resources, easy to interpret processes and priority be given to new and ongoing development. Now is the time to ensure our staff are well supported and provided with the resources to perform the tasks. It is my opinion that should we need to allocate additional resources to ensure our planning process is streamlined or even improved upon we must support those decisions being made at the administrative level.

NEXT STEPS

It is recommended that Council authorize the CAO to add/hire additional resources, as he sees fit, to expedite the planning process to take full advantage of the housing boom that we are currently experiencing.

Also, it is recommended that staff prioritize development agreements and other required amendments in order to efficiently support existing and new developers wanting to do business in West Hants Regional Municipality.

FINANCIAL IMPLICATIONS

If the recommendation is approved by Council, there may be budget implications in the immediate and long term. As the municipality is projecting a surplus at the current time, partly due to high levels of deed transfer tax levels as well as increasing revenues due to development and real-estate activity levels, that short- term decisions to provide additional resources can be managed during this fiscal year.

ATTACHMENTS

N/A

CHIEF ADMINISTRATIVE OFFICER REMARKS

As the Mayor has noted we are experiencing high levels of development and property related activities within the Region. Ensuring that we are “open for business” is important to make sure we are ready for development as it approaches our front door.

The development process can be categorized into three phases. Phase 1. Applicant Inquiring, Phase 2. Applicant Approval Phase and 3. Inspection Phase. It should be noted that significant time is spent answering questions from potential buyers and builders. Questions like: “What can I do there?, Is this an allowable use?, What land is available?, etc... Considerable staff time is dedicated to each inquiry whether they be small or large. Between the inquiry phase and the approval phase staff must guide builders / developers so that they have a complete application that will allow the applicant to obtain a development and building permit. When an amendment or development agreement is required, we must ensure our planners and other members of the planning department are supported and that they are spending time doing what they do best. Director LeMay and I have discussed the addition of a second admin support on a part-time basis to ensure we are responsive and support both the applicant and the staff of the department.

Director LeMay has recently revisited the approval process starting with the Public Information Meeting (PIM) through to the final second reading step and are confident the process is as streamlined as possible.

Finally, staff recognizes the need to be responsive to development and we have been discussing how we get ahead of the curve to ensure we maintain or improve the current process. A statement of endorsement from Council is valued and we will manage the resources within the budget and make changes or additions as required.

Report Prepared by: Abraham Zebian, Mayor

Report Reviewed by: _____
Mark Phillips, Chief Administrative Officer

Report Approved by: _____
(Name and Title)