

## Town Council Meeting

March 21, 2023

Town of Berwick Council Chambers

6:30pm

### AGENDA

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Approval of the Minutes**
  - a. February 14, 2023*
- 4. Presentation:**
  - a. Groundwater Use Study, Colin Walker, CBCL*
- 5. First Reading:**
  - a. Accessory Dwelling Units*
  - b. Rebecca Lodge Rezoning*
- 6. Second Reading:**
  - a. Foster and Bentley, Development Agreement, Foster Street Development*
  - b. Apple Valley Foods, Development Agreement Commercial Street*
- 7. New Business**
  - a. ~~RFD001-2023: Valley Waste 2023-24 Budget~~ Deferred to April*
  - b. ~~RFD002-2023: Kings Transit 2023-24 Budget~~ Deferred to April*
  - c. Support for Letter re: Emergency Department Closures at Soldiers Memorial Hospital*
- 8. Ongoing Business**
  - a. RFD003-2023: 2023-24 Operating Budget*
  - b. RFD004-2023: 2023-24 Five Year Capital Investment Plan*
  - c. RFD005-2023: Valley REN IMSA*
- 9. Deputy Mayor's Report**
- 10. In Camera – Land & Property**
- 11. Adjournment**

Town of Berwick  
Report to Municipal Council  
Agenda Item

Subject: Planning Advisory Committee Recommendation for First Reading  
Regarding

From: Planning Staff

Date: March 21, 2022

The following recommendation for First Reading to Council is being forwarded from the Planning Advisory Committee for further discussion and action:

*That the Planning Advisory Committee recommends that Council give First Reading to the development of specific criteria to enable Accessory Dwelling Units – Detached Suites in the R1 and R2 zones as-of-right and forward the application to a Public Hearing.*

#### Draft Motion for Council's consideration

That Council give First Reading to the draft amendments to the Municipal Planning Strategy and Land Use Bylaw to allow for Accessory Dwelling units as Detached Suites in the R1 and R2 zones as-of-right and forward the application to a Public Hearing, as outlined in the staff report dated March 7<sup>th</sup>, 2023.

#### **Background**

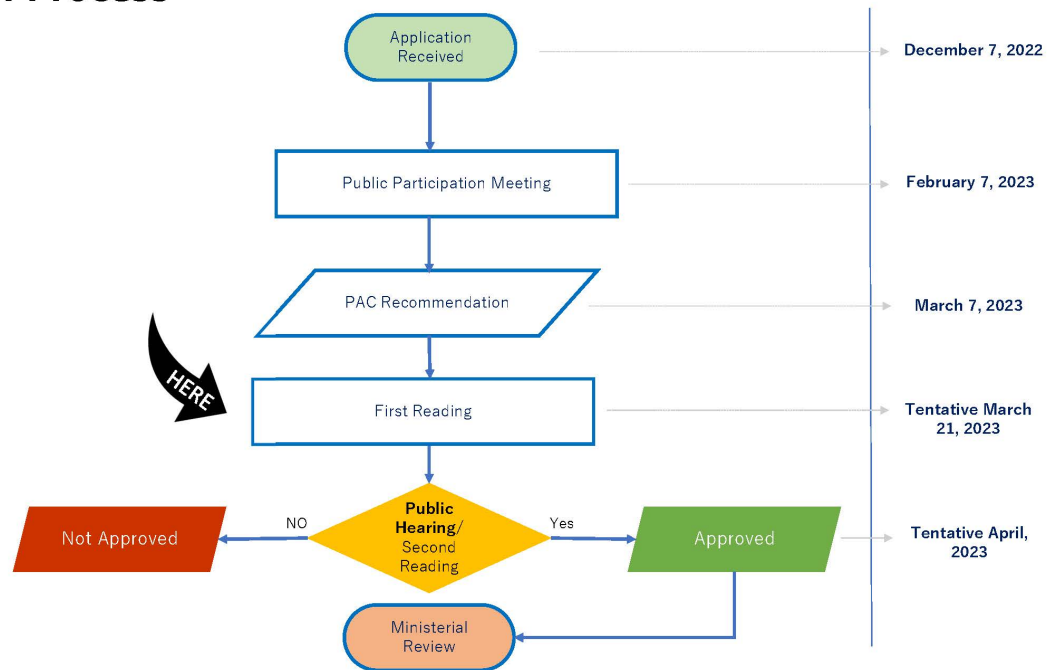
Planning staff presented a staff report to enable Accessory Dwelling Units in the R-1 and R-2 zones as of right. This is in response to a request by Robert Woodworth for a carriage house (a dwelling unit above a standalone garage). The staff report presented to PAC is attached for Council's review.

PAC reviewed the report and sought clarification on if this amendment should be deferred until the plan review. Staff advised that Council could choose to include these in a future review. However, the Berwick Housing Committee had been discussing options for encouraging gentle density to help meet the housing shortage in Berwick, and more generally in the region and these policies are supportive of the discussions of this committee. Staff were also of the opinion that this change in policy could be considered a pilot project to assess the impacts of accessory units and adjustments to it could be made through the Plan Review process.

Staff have also received clarification from external consultants regarding the capacity of the ground water system to accommodate future development. When PAC reviewed these amendments, the study was in draft format but has since been finalized. Staff offers this summary of the study for Council’s consideration

In a study submitted on March 10, 2023, CBCL was engaged by the Town of Berwick to determine whether infill development could affect existing potable water supplies. The study looked at the impact of 500 additional residential units on the groundwater aquifer, as the Town continues to expand. Based on their preliminary water budget analysis, current groundwater use for the Town is estimated to be 66% of available recharge, which would increase to 79% with an additional 500 units. In summary, the study indicates that there is sufficient capacity to accommodate the anticipated development in Berwick. The study does note that an increase of 500 new units is expected to lead to a moderate increase in current patterns of drawdown and could affect the shallowest wells during the driest parts of the year, particularly in drought years. Additional study will be required to determine potential impacts of expansion beyond the 500 new residential units. An ongoing discussion of current/future groundwater use and potential risks to groundwater users will continue to inform municipal planning.

### Approval Process



**Town of Berwick**  
*Report to Municipal Council*  
**Agenda Item**

**Subject:** Planning Advisory Committee Recommendation for First Reading Regarding MPS Amendment for Mighty Metal Roofing

**From:** Chrystal Fuller, LPP, MCIP

**Date:** March 21, 2023

The following recommendation for First Reading to Council are being forwarded from the Planning Advisory Committee for further discussion and action:

THAT

*The Planning Advisory Committee recommends that Council give First Reading to the development of specific criteria to enable Accessory Dwelling Units – Detached Suits in the R1 and R2 zones as-of-right and forward the application to a Public Hearing.*

Draft Motion for Council's consideration

**That Council give first reading to redesignate and rezone PIDs 55241822, 55549125 and 55288567 from Institutional (I) to Residential (R-2) and forward the application to a public hearing.**

**Background**

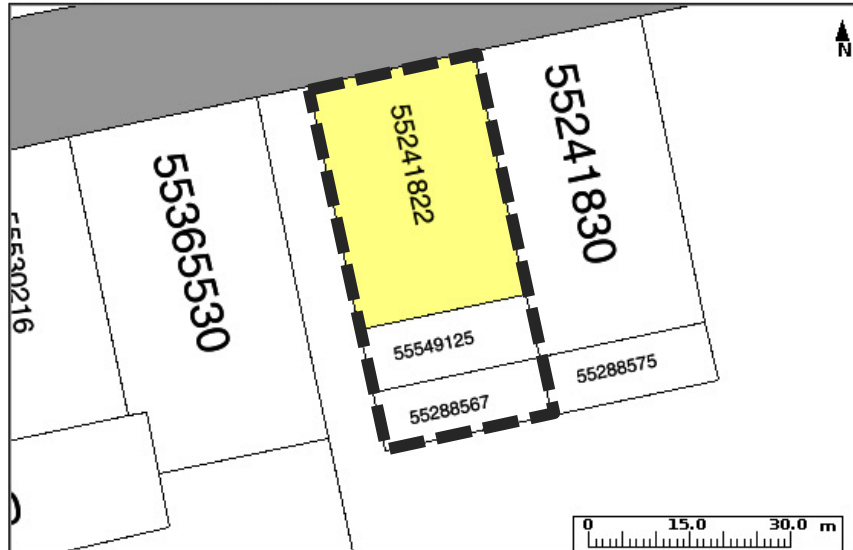
PAC received a staff report and recommendation regarding an application from Mighty Metal to redesignate and rezone 149 Cottage Street from Institutional to Residential (R-2). The staff report is attached for Council's review.

PAC also requested a copy of the survey plan showing the most up to date lot information. A more recent map from property online is below for Council's reference. If the applicant proceeds with his intentions to construct a two-unit dwelling, the three properties will need to be consolidated.



**Property Online Map**

Date: Mar 14, 2023 9:23:34 AM



**PID:** 55241822      **Owner:** MIGHTY METAL ROOFING LIMITED      **AAN:** 02131544  
**County:** KINGS COUNTY      **Address:** 149 COTTAGE STREET BERWICK      **Value:** \$81,400 (2023 COMMERCIAL TAXABLE)  
**LR Status:** LAND REGISTRATION

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

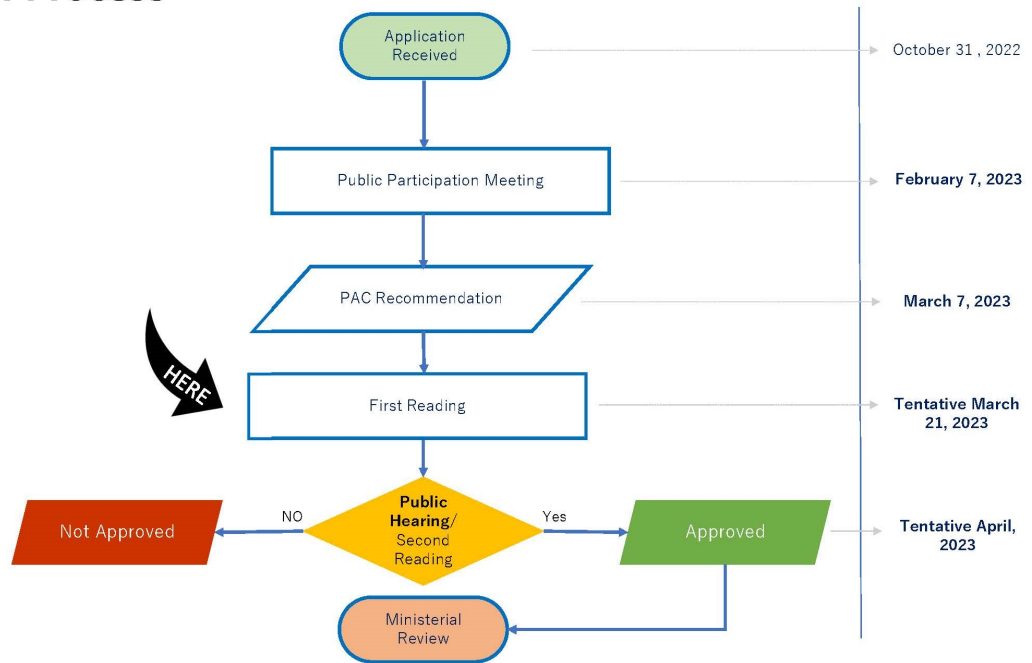
**Property Online version 2.0**

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PAC asked how community members who had a concern about this application would be made aware of new information. If Council forwards this application on to a public hearing, all property owners within 100 meters of the property will be notified by letter of the date, time and location of the public hearing. An advertisement providing Public Hearing details will also be placed in the local paper (The Register) over two consecutive weeks.

PAC also inquired about the "easement." Staff explained that there is no easement and that the redesignation and rezoning only applies to the subject properties. The sliver of land to the north (between the subject properties and PID 55365530 as shown on the above map), owned by the Province of Nova Scotia (NS Housing Corp) that form part of the Valley View housing development is not part of this application. This sliver is 25 feet wide and when last inspected, is somewhat overgrown with bushes. Mighty Metals is not permit to construct on this sliver and is not responsible for lawncare or maintenance of these lands.

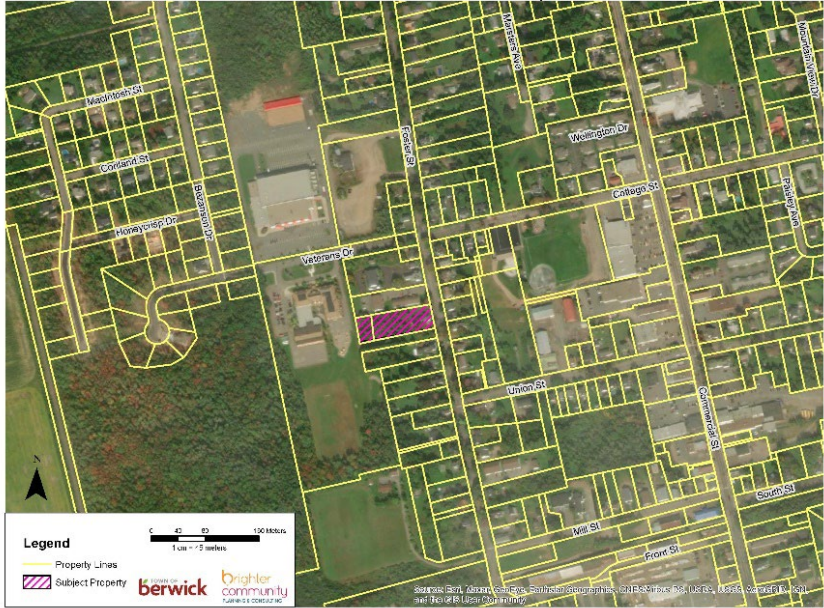
## Approval Process



Report to PAC – Development Agreement Application for 131 Foster Street (PID 55237044 & PID 55535173)	
Prepared by:	Chrystal Fuller, MCIP, LPP of Brighter Community Planning
Subject:	Development Agreement Application for 131 Foster Street (PID 55237044 & PID 55535173)
Date:	December 6 <sup>th</sup> , 2022
Purpose:	For Council to consider entering into a Development Agreement to permit the development of 12 units at 131 Foster Street.
Recommendation	<b>That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.</b>

## Part 1: Background

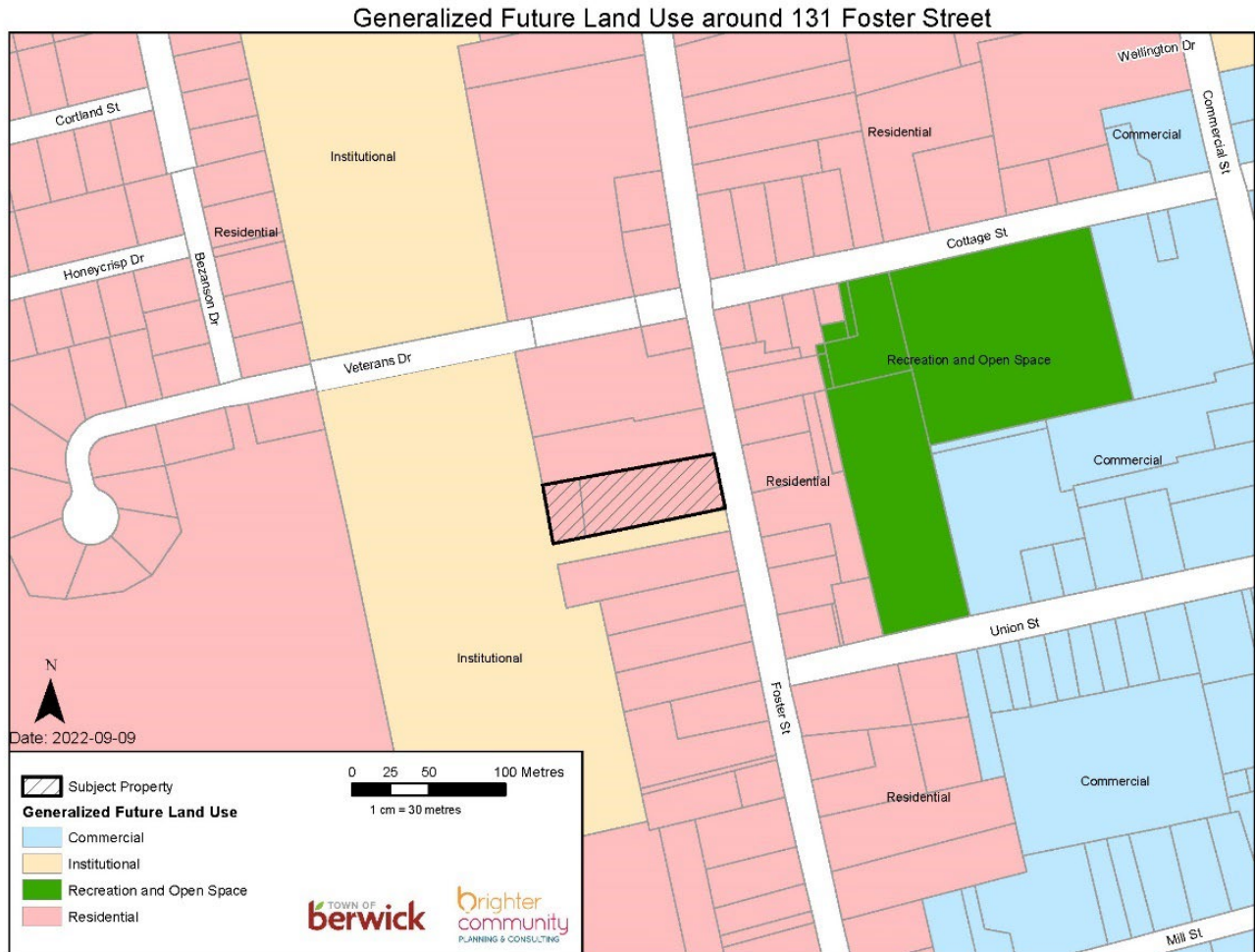
### 1.1: Introduction

Property Owner(s)	John Foster
Applicant	Nick Bentley
Civic Address	131 Foster Street
Designation	Residential
Zone	R-1
Subject Property	 <p style="text-align: center;">131 Foster Street Context Map</p>
Subject Property Area	PID 55237044 – 36,000 Square Feet PID 55535173 – 9,000 Square Feet Combined total of 45,000 Square Feet (approximately 1 acre)
Existing Land Use	Residential
Adjacent Land Use	A low-density residential area with apartment buildings to the north and the Berwick and District School to the west.

1.2: Location

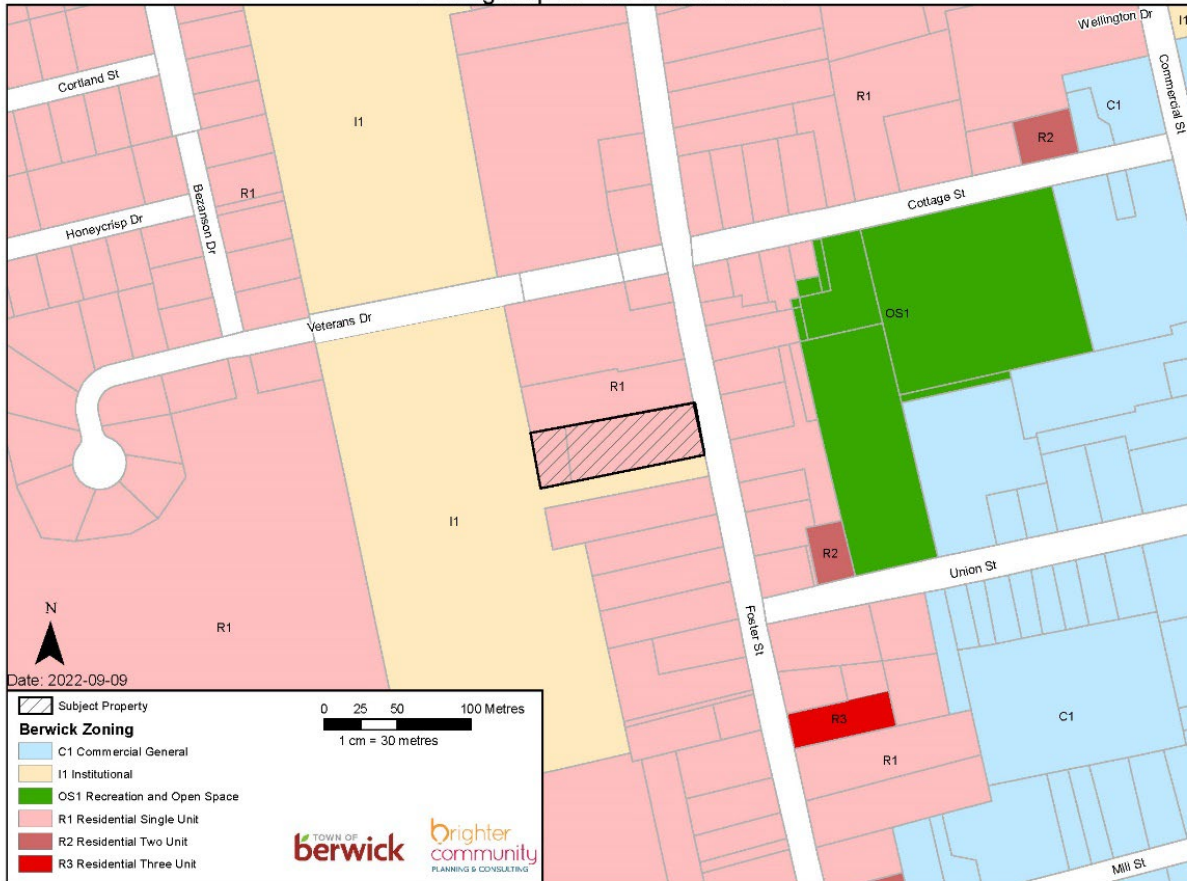
The Subject Property is located on Foster Street between Union Street and Veterans Drive, adjacent to the Berwick and District School. Although primarily in a low-density residential area, there is a variety of land uses including institutional, residential, recreational, and walking distance to commercial. There is currently a single unit dwelling at the front of the property, which will be demolished if the proposed development proceeds.

The property is designated Residential and zoned R-1.



Service Layer Credits: Town of Berwick, GeoNova.

Zoning Map for 131 Foster Street



### 1.3: Background

The owner of the property is John Foster, but the Development Agreement (DA) has been submitted under the applicant Nick Bentley. The Town of Berwick received the Development Agreement application on July 6<sup>th</sup>, 2022.

The proposed development will require the consolidation of the two lots into one.

### 1.4: The Proposal

The applicant originally applied for 16 units within eight buildings but amended the application to respond to the feedback from neighbours and staff. The amended application is now seeking a Development Agreement to permit 12 dwelling units on the site. The proposed site plan includes six individual buildings surrounding a professionally landscaped outdoor area featuring a community garden, pergola, fire pit, and walking paths. The developer intends to preserve the low-density nature of the neighbourhood while creating a private greenspace to be shared among residents. There will be one landscaped entryway that will lead to the entire development's parking lot containing a total of 24 surface parking spaces. The proposed buildings are two-storeys in height each containing two dwelling units. Depending on the geotechnical conditions, the ground unit may contain a basement allowing for extra storage or a bedroom.

The revised application also reduces the number of driveways into the proposed development to one and includes a fire access lane. The fire access lane was requested by the Fire Chief to allow easier access to fight fires if one occurs in the properties closest to the school.

The main feature of this development is the central garden commons, which results in over 58% of the lot containing a surface that allows water to permeate (or soak into) the ground. This helps manage stormwater impacts to the local area and to provide amenity space to future residents.

## Part 2: Policy Analysis

When considering Development Agreement applications, the policies of the Municipal Planning Strategy (MPS) guide decision making. The property is designated Residential on the Future Land Use Map. Within this designation, Policy R8 allows for the development of multiunit buildings. Policy R8 also helps guide the development of new multiple unit dwellings or grouped dwellings on a single lot only by Development Agreement subject to the general enabling policies of Policy IM7. Policy R9 establishes the specific compatibility criteria for evaluating proposals. The chart in Appendix A addresses each policy separately.

The proposal includes six new two-unit dwellings (duplex) in a cluster around a landscaped garden and a vegetative buffer around the property. The parking lot will be at the front of the Foster Street property. This will result in minimal visibility of the dwellings from the street. Each proposed dwelling unit will be approximately 1,000 sqft., resulting in approximately 2,000 sqft building.



*Picture 1 - View of Foster Street looking North*

On the adjacent property to the north of the subject property (PID 55243380) is an 18-unit residential development within two buildings. To the south is a large two-story dwelling. The development along the east side of Foster Street is a mix between single story and two-storey single unit dwellings.

The main policies for consideration by Council are related to ensuring compatibility of uses. Compatibility does not mean mimicry of a building, but rather considers if the development integrates well with the existing built form in the area. To assess compatibility, the policies of R9 speak to issues such as landscaping, building heights, roof line, window places and other similar issues.

Section 2.3 of the MPS provides direction regarding residential development. The MPS states that Berwick will promote new residential development that provides a variety of housing options, affordability, be respectful of the character of existing neighbourhoods, and to accommodate growth.

## 2.1: Consistency with existing development



*Picture 2 - View of Foster Street Looking South*

The height, form and massing are generally consistent with the adjacent 18-unit development to the north and the surrounding single and two-storey dwellings. To the west is the Berwick and District School, which is a two-storey building with a peaked roof. To the north, across Veteran's Drive is a commercial trucking operation with a large parking area; however, this land is zoned residential indicating that Council anticipates and is encouraging further residential development in this area of Berwick.

As the proposed development will be minimally visible from the street given the large setback of the buildings from the street, the exterior design of the buildings does not present any concerns with the consistency of the neighbourhood. The back of the proposed site abuts the side lot of the school, with the nearest building 6 meters from the rear lot line.

The rear lot line is proposed to contain a vegetative buffer. The buffer will run along the rear and side lot lines with the buildings set back 4 meters from the side yard on one side and a 7 meter from the side yard on the other.

The vegetative buffer will wrap around the parking lot and have a landscaped single lane entryway that will result in softening the impact of the parking lot, reduce the visibility of the proposed dwellings, and improve the pedestrian environment and the visual interest of the property.

## 2.2: Parking

The Land Use Bylaw (LUB) requires a minimum of 1.5 parking spaces per unit. The proposed development will have one parking area with 24 parking stalls resulting in a parking ratio of two per unit, which exceeds the requirements of the LUB.



*Picture 3 - Buildings on adjacent property to the north*

## 2.3: Other

The proposal has been reviewed against the general policies of the MPS. The proposal will provide much needed housing in town and the town infrastructure is capable of supporting the development.

## 2.4: Implementation Policies (IM7)

The implementation policies were reviewed and no issues arose. The property will be serviced by municipal sewer and will require an onsite well.

## 2.5: Public Information Meeting Summary

A Public Information Meeting (PIM) was held on September 28<sup>th</sup>, 2022, to get feedback on this application. The purpose of a PIM is to identify public issues of concern so that these concerns, if possible, can be addressed through the approval process or within the DA itself.

Approximately 18 people attended the PIM. Overall, there were four major concerns that were identified (Traffic, Flooding, Water withdrawal, and Density) and brought to the developer's attention. The following chart provides a summary of the concerns, the staff or developer comments, and if (or how) the draft DA will respond to the issue.

<b>Concern raised by the public</b>	<b>Staff or Developer Comments</b>	<b>Addressed within the DA</b>
The development will cause additional flooding.	All new developments need to manage their own stormwater. The proposed development might not make neighbouring flooding better, but it will not make it worse.	The draft DA will require adherence to the stormwater plans submitted at time of Development Permit (DP) application.
Traffic Impacts – concerns about road safety and capacity. Speed bumps should be implemented to reduce the speed, the roads should be widened for the buses, and a three-way stop should be inserted at the intersection of Foster Street and Union Street.	Traffic Authority did not request a traffic impact statement.	Off-site traffic upgrades are not requested.
Ground water impacts. How will this development impact the ground water supply of Berwick, and wells of the neighbours?	Last assessment of the groundwater was in 2004, which indicated that Berwick has high quality/quantity groundwater supply. No hydrological study was completed for this development. The Town may decide to update the 2004 study that would encompass all of Berwick.	The DA requires water withdrawal permits, if required under legislation, to be provided before a DP can be issued.
Too high of a density on a small lot of land in a single unit residential neighbourhood.	The increased density helps with the current housing shortage and minimizes the ecological footprint. The revised application limits the number of units to 12.	The DA reduces the number of units from 16 to 12 and requires buffering between development and adjacent uses.

### Part 3: Draft Development Agreement

The draft DA is attached and has provisions regarding the use and references the site plan. Key components of the DA:

- Requires a detailed landscaping plan at time of DP application
- Limits number of units to 12 within six buildings
- Permits a maximum of one driveway
- Water withdrawal permit, if required, is needed before a development permit can be provided.
- Buffering requirements
- Phasing is permitted but gardens must be built before last occupancy permit is issued.

### Part 4: Recommendation

The subject lands are in a primarily low-residential area with the two properties to the north containing apartment buildings. The adjacent property to the north contains 18 units, and another nearby property (PID 55243372) is approved for 20 units. From a municipal perspective, maximizing the use of existing infrastructure such as streets and underground pipes is a positive. New development that does not entail the municipality assuming new streets and services is fiscally and environmentally beneficial.

After a review of the applicable policies, the specifics of the site, the receipt of internal departmental comments and the information received from the applicant, planning staff are recommending the following motion for PAC's consideration:

**That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.**

## Schedule A- Policy Summary

Policy R8. It shall be the intention of Council to consider the development of new multiple unit residential dwellings containing four (4) or more units or grouped dwellings on a single lot only by Development Agreement subject to the criteria contained in Policy IM7.	
Policy R9. It shall be the intention of Council to zone all existing residential structures containing four (4) or units and/or existing grouped dwellings located on a single lot as Residential Single Unit (R1). Expansion or redevelopment of existing residential structures containing four (4) or more units and group dwellings on a single lot shall be considered only by Development Agreement. In addition to the criteria contained in Policy IM7, Council shall give consideration to the following when reviewing applications for the development of multiple unit dwellings:	
(a) That the proposed structure is generally compatible with existing dwellings on adjacent properties;	Proposal compatible with adjacent properties and neighbourhood.
(b) That the design of the proposed structure and site reflects and is consistent with adjacent existing dwellings with respect to:	
(1) Building Mass;	Building Mass consists of six two-storey dwellings that follows the surrounding buildings gross floor area and structure type.
(2) Relationship to and setback from the street line	As the proposed development consists of group dwellings with minimal visibility from the street, the relationship to the street line is not a key component.
(3) Roof line heights and orientations;	As the proposed development is bordered by a vegetative buffer with minimal visibility from the street, the orientation and roof line height is compatible.
(4) Building Height:	The proposed development consists of two-storey buildings keeping the building height compatible with the neighbourhood dwellings.
(5) Placement and Proportions of window and door openings along the primary façade;	As the proposed development is bordered by a vegetative buffer and will have minimal visibility from the street, the primary façade details are limited on the street.
(6) Location of on-site parking	The parking lot will be located at the front of the property with one entryway.
(7) Landscaping and landscape treatment	Large amount of landscaping in the center of the garden cluster and the vegetative buffer around the property.
In considering amendments to the Land Use By-law and/or the entering into a Development Agreement, in	

addition to the criteria set out in various policies of this Strategy, Council shall consider:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations:	Proposal is generally consistent with the Municipal Planning Strategy.
(b) That the proposal is not premature or inappropriate by reasons of:	
(1) The financial capability of the Town to absorb any costs relating to the development	No known impact. The end use will be a financial benefit to the Town, increase density on existing infrastructure and contribute to the tax base without increasing infrastructure costs.
(2) The adequacy of sewer and ground water to support the proposed density of development;	No concerns
(3) The adequacy and proximity of school, recreation, and other community facilities;	No concerns.
(4) The adequacy of road networks adjacent to, or leading to the development;	No concerns.
(5) The potential for the contamination of watercourses or the creation of erosion or sedimentation	No concerns.
(6) The potential for damage to or destruction of historical buildings and site;	N/A
(c) That controls are contained in a Land Use By-law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(1) Type of use;	Use is permitted by development agreement, subject to policies.
(2) Emissions including air and water pollutants and noise	No controls required.
(3) Height, bulk and lot coverage of proposed building	
(4) Traffic generation, access to and egress from the site, and parking;	No issues.
(5) Open storage	
(6) signs	
(7) similar matters of planning concern;	
(d) The suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors;	No impact.
(e) That provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Landscaping as proposed on site plan.
(f) That the development is located so as not obstruct any natural drainage channels or watercourses	N/A

## Appendix A – Draft Development Agreement

This Development Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,2022

Between:

**John Malcolm Foster** in Waterville Nova Scotia and hereinafter called the "Developer",

*OF THE FIRST PART*

-and-

**Town of Berwick** a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town"

*OF THE SECOND PART*

WHEREAS the Developer is the owner of certain lands known as civic number insert civic number in the Town of Berwick (PID55237044 and PID 55535173) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for to construct six (6) two unit buildings, for a total of twelve units on the Property;

AND WHEREAS Policy R-8 of the Town of Berwick Municipal Planning Strategy requires that new multiple unit dwellings be considered and approved by Development Agreement;

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date of PH. and approved by a majority vote of the Town Council on Click or tap to enter a date. pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

**Part 1: General Requirements and Administration**

**1.1 Applicability of Agreement**

1.1.1 The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

## **1.2 Applicability of Other By-laws, Statutes and Regulations**

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

## **1.3 Conflict**

1.3.1 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

## **1.4 Costs, Expenses, Liabilities and Obligations**

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

## **1.5 Provisions Severable**

1.5.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **1.6 Property**

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

**Part 2: Definitions**

2.1.1 All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

2.2 When interpreting this agreement, the following words are defined as follows:

- a) *Development* means the landscaping, buildings and other associated elements as shown on Schedule “B”
- b) *Land Use Bylaw* means the Town of Berwick Land Use By-law adopted by Council on October 9, 2012, as amended from time to time.
- c) *Municipal Planning Strategy* means the Town of Berwick Municipal Planning Strategy adopted by Town Council on October 9, 2012, as amended from time to time.
- d) *Permeable Area* means the area of a property that allows water to infiltrate the underlying soils. Permeable Surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar.
- e) *Stormwater Management Plan* a set of drawings and other documents, prepared by and stamped by a Professional Engineer that maintains or restores quality and quantity of stormwater runoff to pre-development levels.

**Part 3: Use of Property, Subdivision and Development Provisions**

**3.1 Schedules**

3.1.1 The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property(s)
- b) Schedule B: Site Plan

**3.2 Requirements Prior to approval**

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Approval from Nova Scotia Environment and Climate Change (NSECC), if required for the Development, for a water withdrawal permit for the Development. If the Development is phased, the requirement for a Water Withdrawal Permit shall be based on the entire Development.

- b) A detailed Stormwater Management Plan which demonstrates, to the satisfaction of the Development Officer, that pre and post development storm water flows are balanced.
- c) An approved Final plan of subdivision for the Property that consolidates PID PID55237044 and PID 55535173
- d) A detailed landscaping plan for the entire site that generally complies with the Site in Schedule B. The Landscaping Plan shall include the location of shrubs, trees, fences and other landscaping elements which generally comply with the site plan, and also provide buffering between the Property and adjacent uses.
- e) A detailed site plan that complies with each of the following requirements:
  - (i) A minimum side yard requirement of 13.5 feet and rear yard of 22.5 feet. All other yard requirements shall comply with the General Lot Requirements of the R-3 zone except as altered by this Agreement;
  - (ii) Include a minimum of 15 parking spaces;
  - (iii) The maximum building height shall not exceed 35 feet;
  - (iv) Include an acceptable location for waste collection;
  - (v) Include one two-way driveway access to the Property which shall comply with the requirements of the Land Use Bylaw;
  - (vi) Include a fence or a treed buffer along the rear property line that adequately screens the Development from the existing school property;
  - (vii) The Permeable Area is no less than 50% of the gross lot area.
  - (viii) A Fire Lane capable of accommodating a fire truck. The fire lane must be no farther than 50 feet from the buildings located closest to the school property; and
  - (ix) That is generally consistent with the Site Plan shown in Schedule B.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.2.3 The Development Officer will consider minor changes to the location and configuration of the Fire Access Lane. Any requested change is subject to the requirements of the Berwick Fire Chief and other provincial or municipal legislation or requirements.

### 3.3 General Description of Land Use

3.3.1 The use of the Property permitted by this Agreement are the following and as generally shown on Schedule B:

- Twelve (12) two-unit residential units in six (6) buildings
- All uses permitted in the R-1 zone, as amended from time to time

### 3.3.2 Maintenance

The Developer shall be responsible to maintain the property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the property is maintained in a safe and clean condition.

## **Part 4: Streets and Municipal Services**

### **4.1 Off-Site Disturbance**

4.1.1 Any disturbance to existing off-site infrastructure resulting from the Development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town's Engineer or Director of Public Works.

## **Part 5: Amendments**

### **5.1 Non-Substantive Amendments**

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) Date of completion of the Development
- b) Configuration of the parking area
- c) A reduction of Permeable Area to a minimum of 45% of the gross area of the Property.
- d) Adjustment to the Site Plan to accommodate fire access as required by the Building/Fire Inspector.

### **5.2 Substantive Amendments**

5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **Part 6: Registration, Effect of Conveyances and Discharge**

### **6.1 Registration**

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **6.2 Subsequent Owners**

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the

Property which are the subject of this Agreement until this Agreement is discharged by Council.

- 6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **6.3 Commencement of Development**

- 6.3.1 In the event that Development on the Property has not commenced within twenty four months from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Property shall conform with the provisions of the Land Use By-law.

- 6.3.2 For the purpose of this section, commencement of Development shall mean issuance of a Building Permit.

- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of Development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **6.4 Completion of Development**

- 6.4.1 Upon the completion of the whole Development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

- 6.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

### **6.5 Phasing**

- 6.5.1 The Development may be constructed in phases.

- 6.5.2 If the Development is constructed in more than two phases, a minimum of 50% of the Landscaping shall be installed before the Development Officer issued the Development Permit for a fourth building.

- 6.5.3 All landscaping shall be installed as per the approved landscaping plan before the Occupancy Permit for the final unit is issued.

### **6.6 Discharge of Agreement**

- 6.6.1 If the Developer fails to complete the Development, including the Landscaping Plan, after 6 years from the date of registration of this Agreement at the Registry of Deeds or

Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

## **Part 7: Enforcement and Rights and Remedies on Default**

### **7.1 Enforcement**

7.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy two hours of receiving such a request.

### **7.2 Failure to Comply**

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

## **Part 8: Expenses**

8.1.1 In addition to the costs to be paid pursuant to section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 12 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning

property owned by the Town, or the Property to their original condition before the beginning of work on the Development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense

8.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the Development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the Development. The Developer shall obtain and maintain in force throughout the course of construction on the Development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

**Part 9: Notice**

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid,

if to the Town to:

**Town of Berwick**  
236 Commercial Street  
Berwick, NS  
B0P 1E0  
Attention: Chief Administrative Officer

And if to the Developer to:

John Malcolm Foster  
PO Box 89  
Waterville, NS

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

**Developer**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Insert Name of Developer

**Town of Berwick**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

Schedule "A", - Property Description

All that certain lot of land and premises situate in Berwick, in the County of Kings and Province of Nova Scotia, on the West side of Foster Street, and bounded and described as follows:

Beginning on the West line of Foster Street at the Southeast corner of land now or formerly owned by Hiram Thomas;

Thence North Eighty-four Degrees West along the South line of said Thomas to lands now or formerly of John N. Chute;

Thence Southeasterly along said Chutes line to an angle in said Chutes lands;

Thence Easterly along said Chutes North line to Foster Street, aforesaid;

Thence Northerly along the West line of said Foster Street to the Place of Beginning, and containing One acre, more or less.

Saving and Excepting lands conveyed from Donald Whittier and Judith Whittier to Malcolm Foster by Warranty Deed recorded at the Kings Registry in Book 424 at Page 328 as Document No. 7470, known as PID 55535173.

Saving and Excepting thereout and therefrom from Lots No. 1 & 2 that certain lot of land described as Parcel "G" on a plan of Survey signed on the 21st day of November, 1989, by Greg Smith, N.S.L.S., as conveyed in a Warranty Deed from John M. Foster, Malcolm Foster and Jean Foster to Her Majesty the Queen in the Right of the Province of Nova Scotia, dated the 14th day of December, 19689, as recorded in the office of the Registrar of Deeds for Kings County, at Kentville, Nova Scotia, on the 18th day of December, 1989, in Book 803, at Pages 544-549, as Document No. 18581.

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

Schedule "B", - Site Plan

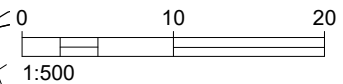
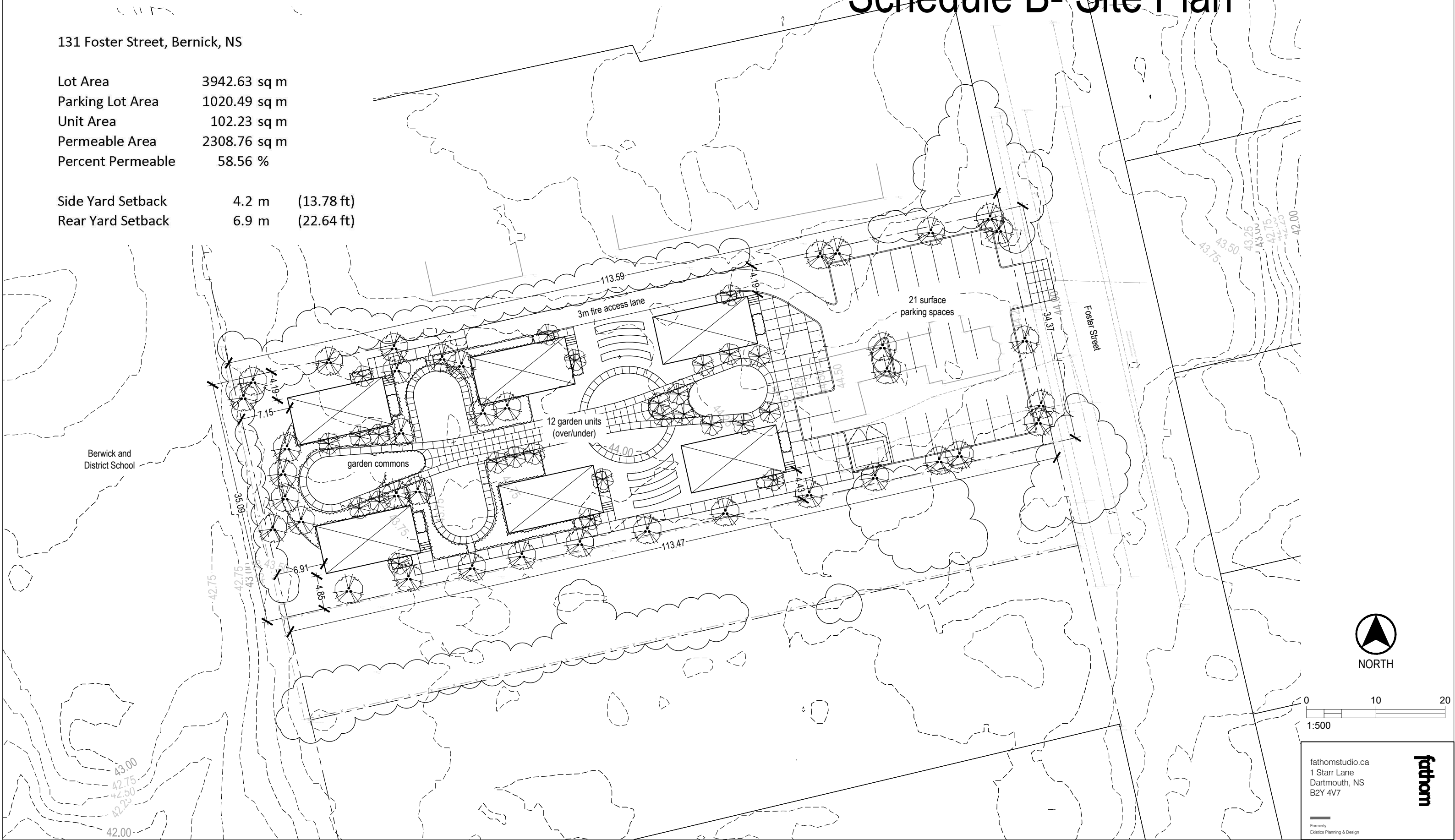
# 131 Foster Street, Berwick NS, Site Plan

# Schedule B- Site Plan

131 Foster Street, Bernick, NS

Lot Area	3942.63 sq m
Parking Lot Area	1020.49 sq m
Unit Area	102.23 sq m
Permeable Area	2308.76 sq m
Percent Permeable	58.56 %

Side Yard Setback	4.2 m	(13.78 ft)
Rear Yard Setback	6.9 m	(22.64 ft)



1:500

fathomstudio.ca  
1 Starr Lane  
Dartmouth, NS  
B2Y 4V7



Formerly  
Elixics Planning & Design

**MINUTES OF THE PUBLIC INFORMATION MEETING FOR NICK  
BENTLEY/JOHN FOSTER DEVELOPMENT AGREEMENT APPLICATION  
131 FOSTER STREET**

September 28, 2022

6.00 PM

Town of Berwick Council Chambers

Chrystal Fuller introduced the proposed Development Agreement application. Both developers, Nick Bentley and John Foster were in attendance and introduced.

Ms. Fuller then gave a power point presentation explaining the project and application that has been brought to the Town.

Ms. Fuller than asked for questions or comments from the gallery.

**1. Gloria Cunningham – Foster Street**

- Lives directly across the street from the proposed development and is not in favor of same
- Buses and other traffic go too fast
- Street is not wide enough and is crumbling on sides
- Well/water concerns
- Too near school

Bentley – Foster Street is on the top of the list for infrastructure repair. We will deal with a Traffic Study if required. This development will bring in tax dollars to help with infrastructure demands such as street repairs.

Boyd – Foster Street is on the 5-year plan and the design has been completed. A water study has been done in 2003 which indicates that Berwick has great amounts of water but Council is discussing having an updated study done.

**2. Ann Cooper – 125 Foster Street**

- Traffic concerns
- Well/water concerns
- Inquired about size of units (Bentley noted there are no firm plans as of yet, but approximately 1000 sq. ft per unit)

**3. Terry Marchant – 127 Foster Street**

- Concerns about drainage at the site
- How many people per unit?

Bentley – There has been survey shots done and work continues regarding the site/drainage plans.

Each unit will most likely be 2-3 bedrooms.

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Fuller – Pre/Post flow evaluations are a criteria for the development.

**4. Glynn Cooper – 125 Foster Street**

- Concerned about the number of buildings on the site
- Concerned property values will go down.
- Concerned that the proposed density is too much for this residential street
- Feels that a 3-Way stop at Foster/Union would be beneficial.

Bentley: The plans were drawn up from an landscape architect and the proposed site plan was the least dense plan he submitted and was felt it fit the Town better. Higher density is the way of the future.

Fuller: We look at compatibility and density are one of the criteria that is considered at that time.

**5. Jim Fredericks – 217 Cottage Street**

- Inquired if there was a water study done on the Balcom development at 135 Foster Street

Fuller – there has not, as there has been no application for permits as of yet. NS Environment controls this through a Water Withdraw Permit.

**6. Bruce Morse – 215 Cottage Street**

- Will the existing school path adjacent to the development still exist?

Bentley: Yes, it will, that right of way belongs to the School Board.

**7. Joan Levack – 258 Commercial Street**

- Will the units be rentals/what is your target for renters?

Bentley: Yes, the units will be rental units.

**8. Marie Gordon – 124 Foster Street**

- Supports this development but agrees that the infrastructure/street needs to be upgraded
- Concerned about speeding traffic
- Water needs to be reviewed

**Length of Meeting:** 6:26pm – 7:22pm

**Total in Attendance:** 18

**Council in Attendance:**

Mayor Clarke  
Ty Walsh  
Rod Reeves  
Adam Lutz  
Chris Goddard

**Planning Advisory Committee  
In Attendance:**

Rod Reeves (Chair)  
Adam Lutz  
Ty Walsh  
Joan Levack

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<b>To:</b>	<b>Council</b>
<b>From:</b>	Chrystal Fuller, MCIP, LPP
<b>Date:</b>	2022-12-13
<b>Re:</b>	Supplementary Memo - Foster DA First Reading
<b>cc:</b>	Jen Boyd, CAO

---

## Background

Council will give consideration of first reading for a development agreement application to permit a 12 unit residential development at 131 Foster Street. On December 6<sup>th</sup>, 2022, PAC provided a positive recommendation for Council's consideration. PAC made the following motion:

**That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.**

Since PAC reviewed the draft DA and staff report, staff received additional comments from the Building Inspector/Fire Inspector regarding fire access to the units. The comments may require changes to the site plan. To accommodate this information, staff are recommending that an additional clause be added to section 5.1.1 of the draft DA regarding non-substantive amendments. The revised clause would read (red indicates the new text added to the draft DA):

### 5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) Date of completion of the Development
- b) Configuration of the parking area
- c) A reduction of Permeable Area to a minimum of 45% of the gross area of the Property.
- d) Adjustments to the Site Plan in Schedule B to accommodate fire access as required by the Building/Fire Inspector.

With the addition of this clause, the Developer could amend the site plan for an additional fire lane to meet the requirement of the Building/Fire Code. This change to the site plan to allow for a new or adjusted fire land would require the approval of Council through a motion, but there would be no additional public engagement or review by PAC.



## Revised Draft Motion for Council

If Council agrees with the proposed change to the draft development agreement, the following revised motion is recommended:

***That the draft development agreement for PIDS 55237044 and 55535173 for a 12 unit residential development, as amended to include additional text to allow for the adjustment of the site plan to accommodate a fire access as required by the Building/Fire Inspector as a non-substantive amendment, be forward to a Public Hearing.***

Peter Dietert and Family

132 Foster Street,

Berwick, NS, B0P 1E0

peter.dietert.home@gmail.com

Jennifer Boyd,

Chief Administrative Officer

jhoyd@berwick.ca

REGARDING THE PROPOSAL FOR A MULTI-RESIDENTIAL DEVELOPMENT AT 131 FOSTER STREET,  
BERWICK.

Thank you for receiving and considering my concerns regarding this proposed development at 131 Foster Street. As briefly discussed, my primary concern is the increased traffic and consequent risk to Safety to what is arguably an already unacceptable safety risk to residents, especially to bicycle, scooter, skateboard, and pedestrian traffic on Foster Street resulting from several developments and decisions regarding Foster Street .

I believe several significant infrastructure improvements need to be undertaken by the Town of Berwick, PRIOR to increasing the density and traffic to this increasingly busy street. These include Road Widening with appropriate markings, improvement to the existing sidewalk and perhaps inclusion of another sidewalk on the East side of the street, as well as a distinct bike lanes to reduce the chance of accidents as motor vehicles, School Buses, and Kings Transit Buses attempt to negotiate this narrow, unmarked and degraded surface that has had noticeable deterioration over the last five years due to poor substrate and drainage. I imagine that the original Foster Street and maintenance plan reflected a town design of lower residential densities and less heavy vehicle and bus traffic than is currently the case.

Foster Street already has seen greatly increased traffic due to a tendency of vehicles to now take alternate routes to Eden Valley Poultry, the KMCC, and the Berwick and District School, along with the previously approved higher density residential units currently on Foster Street, including the 120 Foster Street, (Liberty Lodge) 133 Foster Street, and the infill behind 135 Foster Street as well as the new subdivision near the KMCC. This higher density already gives rise to increased traffic and increased hazards from and to vehicles including ATVs, Trail Bikes, Bicycles, Scooters, Skateboarders, Joggers, and Pedestrians that take advantage of the currently scenic and heavily tree lined Foster Street. There are now regular hazards to all of this traffic. In particular the many entrances and exits to the Street from all residences and roads with low visibility and high urgency to fit in risks miscalculation or lack of proper sight of non motorized traffic, especially at peak commute times including beginning and ending

of school, when people are in rush and often less attentive and considerate than they perhaps should be. There are many walkers as well as informal pickups that occur at the green space across from our house at 132 Foster Street during these times.

Berwick is in the enviable situation of being a desirable town to live in with good population growth and some recent and well considered facility improvements including the KMCC, Firehall, Town Hall, and Park Plan, including Splash Pad, Carol's Place, and the revitalized Tennis and Pickleball courts.

Our relocation to Berwick was chosen not in small part, because of its proximity to the Berwick and District School for our young children, who cross the road at our house daily. There is no safe sidewalk path on the Eastern Side of Foster Street nor near crosswalk, however this was initially not a concern as we moved here in 2014 when traffic volumes on Foster Street were much lower.

On a positive note, Foster Street presents an excellent walking route for many Berwick residents who use it for walking, jogging, rollerblading, scooters and bikes both down the sidewalk and at times however also at the road edge. This non-motorized traffic should continue to be encouraged, supported and protected.

In summary the narrowness and poorly constructed and maintained surface of Foster Street along with the apparent lack of Solid substrate, drainage, and considerations for the much higher volume of various non-motorized traffic is my primary concern. Any further development at this time will only exacerbate an already risky situation where some tragedy, probably involving young children is increasingly probable.

As Berwick develops further, as we expect and hope it will, both Foster Street and Maple Street are likely to become increasingly traffic laden thoroughfares that may ultimately also wish to consider some limited Commercial Zoning allowances. We understand this, but careful consideration must be given to the safety and habitability of doing so and proper road and pedestrian infrastructure needs to be created and maintained to support this.

More careful mid to long-term thought and development of these Streets along with mid to longer term consideration for an additional parallel route possibly connecting to Front Street or Mill Street to MacIntosh Street and/or Veteran's Drive should be seriously considered.

Also, once Foster Street vehicle, bicycle and pedestrian traffic improvements have been made. a better High Density Development location might be on the North Portion of Foster Street, such as the highly underutilized land at 153 Foster Street, and or other locations that would spread out higher density developments more evenly throughout the Town to lessen the strain on any particular neighbourhood and increase the overall mixed age and income-level habitability of the whole Town.

There are a many possibilities for further growth and development of the Town of Berwick. The Town has always exhibited great forward thinking, careful planning, and genuine consideration of the pros and cons of any development proposal as it impacts the viability and enjoyability of the whole Town. I trust that the Town of Berwick will continue to follow this commitment to thoroughly and carefully consider

the impacts of this proposal.

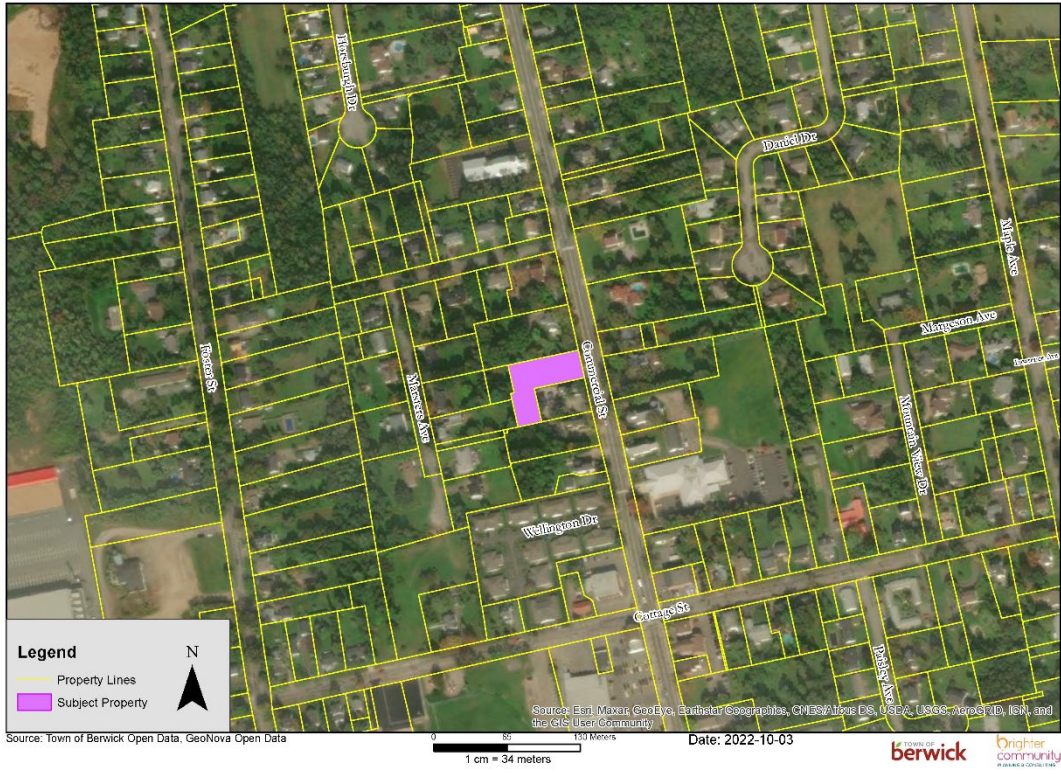
Sincerely,

The Dietert Family

Report to PAC – Proposed Boarding House - 245 Commercial Street	
Prepared by:	Chrystal Fuller, MCIP, LPP of Brighter Community Planning
Subject:	Application to allow a boarding house on 245 Commercial Street (PID 55238844) by Development Agreement.
Date:	December 6 <sup>th</sup> , 2022
Purpose:	PAC consideration of planning report and recommendation.

## Part 1: Background

### 1.1: Introduction

Property Owner(s)	Hartley and Michael MacArthur
Applicant	Apple Valley Foods (Contact: Jeff Sarsfield)
Civic Address	245 Commercial Street
Designation	Residential
Zone	R1
Subject Property	<p style="text-align: center;">Context Map for 245 Commercial St.</p> 
Subject Property Area	24,000 ft <sup>2</sup> (approximately ½ acre)
Existing Land Use	Single Unit Dwelling
Adjacent Land Use	Mostly single unit dwellings. A grouped dwelling development, small seniors home, open space, and commercial in the vicinity.
Recommendation	To forward the draft Development Agreement allowing to convert the existing single unit dwelling to a Boarding House to house up to 12 people to Council for First Reading and a Public Hearing.

Draft Motion	<i>That PAC recommend to Council that the draft development agreement for 245 Commercial Street (PID 55238844) to allow a nine room board house with a maximum occupancy of 12 people be forwarded to a public hearing.</i>
--------------	---

1.2: The Request

Avon Valley Foods has applied to the Town of Berwick for a development agreement for a boarding house at 245 Commercial Street (“**Subject Property**”). Avon Valley requires a location to house participants of the Temporary Foreign Worker program who will work at its Coldbrook Plant. The proposed boarding house would house up to 14 workers within 9 bedrooms. The home, according to applicant, has seven bedrooms and plans to add another two. Workers would be picked up in the morning and driven back after their shifts, so no additional parking is proposed at this time.

Boarding houses can only occur by development agreement and therefore, this report will assess the request against the policies of the Municipal Planning Strategy to consider if it is generally consistent with the policy intent.

1.3: Location

The Subject Property is located on the west side of Commercial Street between Marsters Avenue and Cottage Street. It is located at the northern entrance of the downtown, fronting on Main Street. Although the Subject Property is in a primarily R1 zoned area, there are nearby properties that are not single unit dwellings. The adjacent properties to the south contain a day care and a senior care facility. There is also an apartment building and a cluster of duplexes on nearby Wellington Drive. On the opposite side of Commercial Street from the Subject Property, there is another senior care facility, three churches, and Town Hall.

1.4: Background

The applicant submitted a development agreement application to the Town of Berwick on September 26<sup>th</sup>, 2022. The current use of the property is a single dwelling unit with seven bedrooms and three bathrooms. The house has been owned and maintained by the MacArthur family for many years. The family put the house up for sale over 100 days ago, according to Viewpoint.ca.

Apple Valley Foods intends to purchase the property and to convert the residence into a boarding house for 14 of its workers. Apple Valley Foods uses the foreign worker legislation to augment its labour force. These federal programs allow certain industries to bring workers temporarily to Canada to work.



## Part 2: Policy Analysis

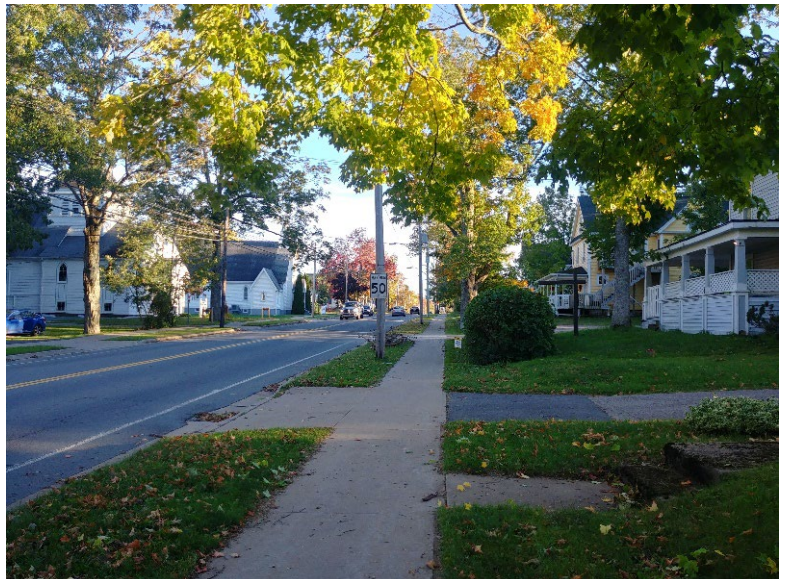
The Municipal Planning Strategy (MPS) is the document that guides planning in Berwick. The MPS sets goals, objectives about land use planning, and adopts specific policies to implement the goals and objectives.

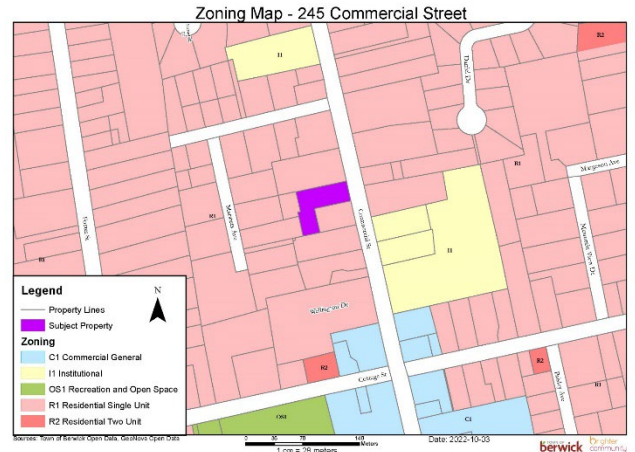
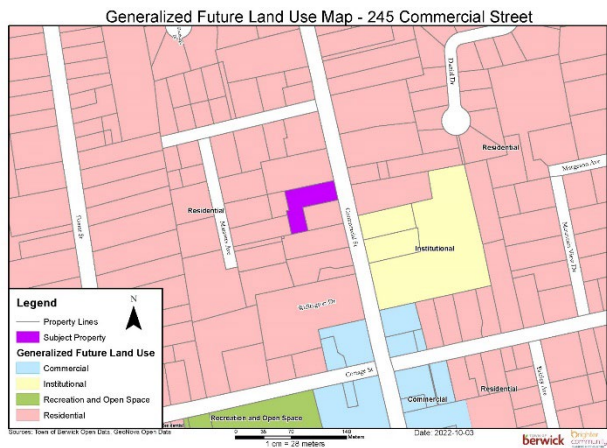
In Section 2.3 of the MPS, the overall objective for residential development is articulated. The MPS states that the Town of Berwick will promote new residential development that provides a variety of housing options, affordability, to be respectful of the character of existing neighbourhoods, and to accommodate the need for growth.

### 2.1: MPS Policies

The property is designated Residential and zoned R1. Within the residential designation, Policy R1 enables Council to create a Residential Generalized Future Land Use Designation on the Generalized Future Land Use Map and encourages the development, maintenance, and enhancement of a wide variety of residential uses and related compatible uses within this Designation.

Policy R18 enables Council to consider the establishment of new boarding houses by development agreement, subject to the implementation policies of IM7.





## 2.2: Land Use Bylaw Regulations

In Berwick, the Land Use Bylaw defines a boarding house as a “dwelling in which the proprietor supplies either room or room and board for monetary gain, to more than two persons exclusive of the lessee or owner thereof or members of his family and which is not open to the general public”. The proposed use meets this definition and therefore, a development agreement is required if the use is to be permitted.

## 2.3: Provincial Statements of Interest

The Provincial Statement of Interest (PSIs) are established in the Municipal Government Act. Municipal Planning Strategies adopted by Council must be “generally consistent” with these five statements. Of the most relevant to this application is the PSI on housing, which encourages a diversity of housing.

## Part 3: Issues

### 3.1: History

Boarding houses are a historical use that arose during industrialization when people moved to cities. Boarding homes often took the form of people renting out rooms in their homes and providing food. These boarding houses provided housing to people who needed short term housing or could not afford to rent or buy. It was described as a “transitory step between family life and independence.”<sup>1</sup> Post World War 2, the number and quality of boarding houses diminished as people moved toward the private housing market and home ownership. Boarding houses more recently, especially in the inner cities were viewed as, “...markers and producers of neighbourhood decay.” (Jill Grant, 2018)<sup>2</sup> Boarding houses are beginning again to be recognized as an affordable housing choice and are an important part of having a diversity of housing options within a community. They provide housing for low-income individuals, immigrants, students and, for the some industries, to house foreign workers.

Boarding houses are often located in large older homes that can house more people than today’s modern homes need to. Although boarding houses can be purposely built, conversions of existing buildings is

<sup>1</sup> <https://www.bloomberg.com/news/articles/2016-02-22/a-brief-history-of-co-living-spaces-from-19th-century-boarding-houses-to-millennial-compounds>

<sup>2</sup> (Jill Grant, 2018)

common. Larger homes can be difficult to sell due to maintenance and heating costs since families are often not often looking for more bedrooms but rather more living space. The way that people occupy and use homes has shifted over the years. These larger homes are often converted into senior facilities, small option homes or bed and breakfasts. Within the last 5 years or so, there has been a large demand over housing farm workers in the County of Kings. Many farms are buying houses nearby their facilities to be used as worker housing.

### 3.2: Building Code and Fire Code

The Building Code and Fire Code also have specific regulations for boarding houses depending on the number of bedrooms and defines what is needed to be considered a bedroom. Boarding houses are regulated through a specific section of the Fire Safety Regulations made under Section 51 of the Fire Safety Act (SNS 2002, C6, last amended January 14, 2020). In the regulations, rooms are not permitted to have both bathroom and kitchen facilities and defines what is an acceptable means of egress, fire requirements for walls, and fire alarm requirements, just to name a few.

When reviewing how other municipalities regulate boarding houses, some restrict the number of bedrooms, the number of occupants or the number of occupants per bathroom. Some regulations also can stipulate number of people per room, which seem to be typically one or two per room.

The County of Kings is a useful comparator for Berwick and it has been stated that Kings has several boarding homes. Planning staff contacted the County to understand how it regulated these types of uses. The County of Kings does not define nor permit boarding houses. Instead, it regulates them under the Land Use Bylaw as a single dwelling unit. Whether a boarding house be for housing a family, students, or farm workers, the dwelling may used as a single housekeeping unit. From a Land Use Bylaw perspective, if the zoning requirements are met, the use has not changed.

### 3.3: Parking

Parking is also something that can be regulated and should be considered. Although in this case, the occupants of the boarding house would likely not have individual vehicles, parking requirements should be required. This summary of a report from 2017 provides some context on how other municipalities across Canada address parking. Please note that HRM recently removed the requirement for any parking spaces for boarding houses.

**Table 3: Parking requirements for rooming houses, various cities**

City	Parking requirement
Barrie	1 space for every 2 tenants
Edmonton	1 space per 2 sleeping units
Guelph	1 space per building, plus 1 space for every 3 lodgers
Halifax	1 space per room; not allowed in front yard
Hamilton	1 space for every 3 lodgers
London	0.33 spaces per unit
Mississauga	0.5 spaces per lodging unit (rounded up) except where the lodging house is not located within 500m (1,640 ft.) of a bus stop, in which case, 1 space per lodging unit.
Oshawa	0.5 spaces per lodging unit
Ottawa	No parking requirements west of Rideau Canal (central area). East of the canal, 0.5 per rooming unit. Inner City area: 0.25 spaces per rooming unit. Suburb and rural areas: 0.50 spaces per rooming unit. Bike parking: 0.25 spaces per rooming unit, or 0.75 per rooming unit if in a postsecondary educational facility.
Vancouver	1 space for every 2 sleeping units
Waterloo	1 space for every 2 tenants and 1 for owner (if living on site)

### 3.4: Density

The number of people in a boarding house should ultimately relate to the size of the dwelling and the number of bedrooms. HRM allows up to 10 rooms with no restrictions on the number of occupants in rural zones. Other municipalities regulate the number of rooms or the number of people per bathroom.

### 3.5: Temporary Foreign Workers

The government of Canada established a Temporary Foreign Worker (TFW) program to help fill labour shortages in critical sectors, one of which is farm labour. In fact, difficulty securing workers was identified as a problem for the local manufacturing industry by the Regional Enterprise Network (REN)

The TFW program requires employers to provide a Labour Market Impact Assessment demonstrating the positive or neutral impact on the local labour market.<sup>3</sup> The TFW program also has specific requirements for the housing of temporary foreign workers where the employer must also provide the TFW with adequate, suitable, and affordable housing.

This means that TFWs are not permitted to pay more than 30% of their income towards housing and employers must demonstrate that affordable housing can be procured. Before it is occupied, the house must be inspected by professional and licensed inspector following a specific report from the TFW program. The program further requires that health care benefits be provided and that wages must be “similar” to what is paid to Canadian and permanent residents.

One of the concerns expressed by neighbours was about the need to supply housing for workers for a business in the County. Planning policy does not consider the workplace of an individual when considering a

<sup>3</sup> <https://novascotiainmigration.com/help-for-employers/hiring-a-temporary-foreign-worker/>

housing proposal. However, questions about housing to support the broader economy and to meet housing need is important context. Staff contact the Valley REN to get specific information. According to information provided by the REN, housing has become a barrier to recruitment of staff, which is already a significant challenge. In the second quarter of 2022, there were over 100 job postings in the manufacturing sector alone.<sup>4</sup> The Town of Berwick is a member of the REN and is a partner in workforce strategy, which states “Municipalities and Towns, including the Municipality of the County of Kings, West Hants, Town of Berwick, Town of Kentville and Town of Middleton are partners in workforce development and play critical roles in addressing workforce wrap-around supports, including transit, infrastructure, housing, property taxation and quality of life considerations.”

### 3.6: Public Information Meeting Summary

A Public Information Meeting (PIM) was held on October 13<sup>th</sup>, 2022 to get feedback on this application. The purpose of a PIM is to identify public issues of concern so that these concerns, if appropriate or possible, can be addressed through the approval process or within the DA itself.

Eleven people attended the PIM. The following chart provides a summary of the concerns, the staff comments, and if (or how) the draft DA will respond to the issue.

Concern raised by the public	Staff	Addressed within the DA
Too many people in a single house.	There is no maximum of residents for a boarding house in the Town of Berwick. There are requirements under the foreign workers program for the living conditions of the resident.	The number of residents will be capped at 12.
Concerns about noise and garbage.	The amount of garbage produced from a boarding house is unknown, but can be addressed in the DA.	The draft DA will require maintenance standards and for garbage to be dealt with appropriately.
Future use of the property.	The property is zoned R1, and can be used for any of the permitted uses in the zone. If it stays a boarding house, then the requirements of the must be followed.	The use of the property will allow any R1 zone use and a boarding house.
Does the dwelling need to be updated to comply with the Fire and Building Code?	Building and Fire Codes have specific requirements for Boarding Houses.	The DA will require that all Fire and Building Code requirements are met.
Desire to retain housing for families	Housing in Berwick is generally comprised of single unit dwellings and apartments, which are just one part of providing housing choice.	The DA will not address issues of who lives in a home.
Why house workers for a company located in Coldbrook in the Town?	The workplace location is not considered. Many residents of Berwick do not work within the	DA will not address issues related to location of employment.

<sup>4</sup> Personal Communication between C.Fuller and M. Redden with information provided by Valley REN with information pulled from Vicinity Jobs, which provides labour market information to the REN.

Concern raised by the public	Staff	Addressed within the DA
	Town Boundaries.	

### 3.7: Analysis

Boarding will create a wider variety of housing options and help with the current housing demand. As most workers will not have a personal vehicle, being within walking distance to services, such as grocery stores, the library or a drug store, is important. The workers will be walking distance to the commercial district allowing easy access to necessities such as groceries, drug prescriptions, and home hardware equipment. Being located on a main road, the workers will also have easy access to Berwick’s public transportation.

The MPS does not provide any guidance regarding specific requirements for boarding house uses in Berwick, so best practices from other jurisdictions along with considerations of Berwick’s goals and objectives can help inform what specific regulations are included in a development agreement. The enabling policies of IM7 do not provide any additional guidance for boarding houses on this lot.

The MPS is clear in its intent to provide a variety of housing choices to people. In fact, the Town has a housing committee that is seeking solutions to provide additional types of housing within the Town. The words “housing crisis” continues to be used throughout municipalities in Nova Scotia, recognizing that home prices have increased to such an extent that home ownership is beyond the reach of many. Rental accommodations are also difficult to find, forcing employers such as Avon Valley, to seek affordable housing options for its staff, including TFW.

With the increased difficulty of finding rental accommodations, the hard-to-house, students, immigrants, and others need to find other types of housing options to accommodate them. Municipalities no longer can just focus on encouraging single unit dwellings but must take a broader view if all who need housing are able to find it.

Boarding houses are clearly enabled by the MPS, and in many ways are not dissimilar from bed and breakfasts, small option homes or seniors’ homes, all of which are permitted within the residential designation. From a land use perspective, the number of residents, the amount of traffic, sewer and water demands, and noise will be similar. To compare, Orchard Villa has 12 beds available and several staff and visitors, generating more traffic than would likely be anticipated from a boarding house with up to 14 people.<sup>5</sup>

Under a DA, the proposed use will be required to be maintained on a regular basis and continue to appear as a single unit dwelling.

From a municipal perspective, maximizing the use of existing municipal infrastructure such as streets and underground pipes is a positive. New development that does not entail the municipality assuming new streets and services is a benefit.

## Part 4: Draft Development Agreement

The draft DA is attached and has provision regarding the use .

- Maximum of 9 bedrooms for a maximum of 12 people
- No kitchen facilities in individual rooms
- Required to meet the Building and Fire Code regulation for boarding homes

<sup>5</sup> [https://caregiversns.org/images/uploads/all/Private\\_Pay\\_Housing\\_Options\\_Valley\\_Region\\_Updated\\_November\\_2021\\_-\\_Sheet1\\_\(1\).pdf](https://caregiversns.org/images/uploads/all/Private_Pay_Housing_Options_Valley_Region_Updated_November_2021_-_Sheet1_(1).pdf)

- Exterior changes must be consistent with the look of single unit dwellings
- Outdoor amenity spaces shall be provided
- Parking areas must be in the side or rear yards.

The applicant has reviewed the draft DA and has agreed to reduce the maximum number of occupants from 14 to 12.

#### Part 5: Recommendation

After a review of the applicable policies, the specifics of the site, the input received from the public and the submissions from the applicant, the development as proposed is generally consistent with the policies of the Municipal Planning Strategy. Staff recommend the following motion for PAC's consideration.

Draft Motion for consideration:

***That PAC recommend to Council that the draft development agreement for 245 Commercial Street (PID 55238844) to allow a nine room board house with a maximum occupancy of 12 people be forwarded to a public hearing.***

## Appendix A- Policy Summary

Policy R1. It shall be the intention of Council to create a Residential Generalized Future Land Use Designation on the Generalized Future Land Use Map and encourage the development, maintenance and enhancement of a wide variety of residential uses and related compatible uses within this Designation.	Boarding houses are a residential uses.
Policy R18. Notwithstanding the policies contained in this Part it shall be the intention of Council to consider the following developments within the Residential Designation only by Development Agreement:	
(k) New Rooming and Boarding Houses.	Use is permitted by Development Agreement
Policy IM7. In considering amendments to the Land Use By-law and/or the entering into a Development Agreement, in addition to the criteria set out in various policies of this Strategy, Council shall consider:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations:	Proposal is generally consistent with the Municipal Planning Strategy.
(b) That the proposal is not premature or inappropriate by reasons of:	
(1) The financial capability of the Town to absorb any costs relating to the development	No known impact.
(2) The adequacy of sewer and ground water to support the proposed density of development;	The property can connect to municipal sewer.
(3) The adequacy and proximity of school, recreation, and other community facilities;	No concerns.
(4) The adequacy of road networks adjacent to, or leading to the development;	No concerns.
(5) The potential for the contamination of watercourses or the creation of erosion or sedimentation	No expansion to building footprint will occur.
(6) The potential for damage to or destruction of historical buildings and site;	N/A
(c) That controls are contained in a Land Use By-law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(1) Type of use;	Upon the Development Agreement, the conversion to a Boarding House homing up to 14 workers.
(2) Emissions including air and water pollutants and noise	Regulated by LUB.
(3) Height, bulk and lot coverage of	No change in building form.

proposed building	
(4) Traffic generation, access to and egress from the site, and parking;	Not significant
(5) Open storage	No open storage will be occurring
(6) Signs	N/A
(7) Similar matters of planning concern;	
(d) The suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors;	No impact.
(e) That provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Requirement in the DA that parking not occur in the side yards. There is no planned expansion of the building.
(f) That the development is located so as not obstruct any natural drainage channels or watercourses	N/A

**MINUTES OF THE PUBLIC INFORMATION MEETING FOR APPLE  
VALLEY FOODS DEVELOPMENT AGREEMENT APPLICATION  
245 COMMERCIAL STREET**

October 13, 2022

6.30 PM

Town of Berwick Council Chambers

Chrystal Fuller introduced the proposed Development Agreement application. The Developer, Jeff Sarsfield, was in attendance and introduced. Ms. Fuller then gave a power point presentation explaining the project and application that has been brought to the Town.

Ms. Fuller than asked for questions or comments from the gallery.

**1. Sylvie – 14 Wellington Drive**

- Asked whether the developer will hire local residents.

*Sarsfield – They will be foreign workers mostly from the Philippines and Mexico.*

**2. Kara Levy and John Colbourne – 244 Commercial Street**

- Concerns about the maximum capacity of boarding houses.

*Fuller – Read the definition of a boarding house from the Land Use Bylaw and explained that there is no maximum of residents while the minimum is to board more than two persons.*

- Concerned that 14 people in one house is too many.

*Sarsfield - All these workers are adults and can choose where they reside. There is no contract saying they need to stay in the boarding house. They can find housing themselves elsewhere. There is a small fee they need to pay monthly.*

- Why create a boarding house in Berwick and not closer to Kentville?

*Sarsfield – We already have homes in Kentville, but housing options in the Valley are very limited. When a house this size becomes available, we take the opportunity. The house will be constantly updated and maintained.*

- Will the workers be on shiftwork? Will they all arrive and leave the house together?

*Sarsfield* – Does not know what the scheduling will be like yet. If they do fall all under the same shift, then they will not arrive in the middle of the night. The shift will happen early in the morning around 6 or 7 am.

- How will bringing 14 workers benefit the town?

*Sarsfield* – The workers will bring some of their earnings back in town when they buy groceries and engage in local activities.

- Are they permanent or seasonal workers?

*Sarsfield* – They are hired through a federal program where they are on a 12-month contract. They can reapply and stay if they wish to do so.

- Will this result in too much garbage to be picked up on a bi-weekly basis?

*Fuller* – Do not know the answer, but that can be addressed in the Development Agreement.

### **3. Jim Fredericks – 217 Cottage Street**

- Concerned that if another big house in Town goes up for sale, will another boarding house be created?

*Sarsfield* – Being a successful business, there is a constant rise in workers. If we do convert another house into a boarding house, the workers bring a lot to the community. If you look at all our other houses, you would never know that they are boarding houses as they blend and fit in extremely well.

### **4. Kelly Fisher – 231 Main Street**

- What is the future use of the house? Will it remain a boarding house or will an apartment eventually be put up for all the workers?

*Fuller* - That process would require to go through a completely different Development Agreement. This Development Agreement requires to follow the policy requirements of the Town and must be approved by Council.

### **5. Megan White – Commercial Street**

- She is the real estate agent for the property and states that the house has been on the market for several months. Many potential

purchasers have provided feedback that the house was simply too large for them.

#### **6. Trevor Connell – Marsters Ave**

- Are the fire regulations different?

*Fuller – The Fire Code does have specific fire requirements for boarding houses.*

- In 10 years, and if there is no more federal funding, what will occur to the property?

*Fuller - The property is still an R1 zone. The use can go back to a single dwelling unit. If it remains a boarding house, then it must continue to comply with the Development Agreement.*

#### **7. Fuller reads the letter sent from Sheila and Robert Stewart (see attached)**

*Fuller – The R1 zone still allows for this development through a Development Agreement. Boarding houses have evolved over the years.*

*Sarsfield – The house will fit in quite well with the surrounding neighbourhood. The workers will be walking around Town, but there is no intention for loitering or loud noises. All requirements must follow the building code and the immigrant worker program.*

**Length of Meeting:** 6:30pm – 7:15pm

**Total in Attendance:** 11

**Council in Attendance:**

Mayor Clarke  
Rod Reeves  
Adam Lutz

**Planning Advisory Committee  
In Attendance:**

Rod Reeves (Chair)  
Adam Lutz  
Kelly Fisher

**Representatives of the Town:**

Chrystal Fuller, Development  
Officer/Planner for the Town of  
Berwick  
Ben Croll, Brighter Community  
Planning

**Attachment 1**

Dear Ms. Boyd

Please have this letter read at the public meeting in our absence.

We are sorry that we are unable to attend the public meeting due to other obligations. I did explain this to town staff that both the Smellie's and ourselves would be away but there was no offer to reschedule and unfortunately the town does not offer a zoom component. I have to say that I was so hopeful that we would be meeting a new family in Doris McArthur's house to add to our neighbourhood and I still hope that will be the case.

I would like to express my concern that a company wants to warehouse people to work in their plant in Coldbrook. The first question I would ask is why would the company not house their employees in the community where they will be working. There are currently several homes available in that community which offers all the services that Berwick has. The county allows farmers to provide accommodation so the company could easily put their accommodation in that area. The town of Kentville does not allow rooming/boarding houses at all. Berwick appears not to have any of these facilities but there are no records to prove this either way. It is a small town and I think people would know if it were the case.

If the owners of this company live outside of Berwick it would make sense that they build or buy housing that would be near where they live so they will be responsible for their employees.

Many companies have changed the way the company works to encourage new workers and retain their current work force through higher wages, improved working conditions and making processing lines easier on their workers. Unfortunate business practices should not impact on our R1 zone. People coming and going all the time does not lend itself to building community. We are not the only R 1 zone in the town and I would like to know why the town feels it is quite all right to erode the R 1 zone. If this development agreement is passed the rooming house status will stay with the property forever.

From what staff has relayed to me this is not a rooming house with the owner providing meals and a home to residents but a facility to house workers with little responsibility for them. Perhaps I am incorrect in this assumption and live in staff will provide meals, cleaning and outside care of the house and enforcing any house rules. I would hope a business would set

a good example as an employer but this proposal does not give me any confidence.

The street has two nursing homes and a day care which offer many benefits both to the town and our neighbourhood. The people who live in the nursing homes are part of the community taking in community events, attending religious services and enjoying walks. The day care provides a much needed service and it is nice to see the children's curiosity as they walk by the gardens.

This is a matter of the town not breaking their contract with the residents of the town. If this change is granted then what happens if this business decides it needs more space where will this end. Council should be looking at what is good for the residents and what is a good fit.

Regards,

Sheila and Robert Stewart

This Development Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,2021

Between:

**Hartley MacArthur and Michael MacArthur**, hereinafter called the "Developer",

*OF THE FIRST PART*

-and-

**Town of Berwick** a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town"

*OF THE SECOND PART*

WHEREAS the Developer is the owner of certain lands known as civic number insert civic number in the Town of Berwick (PID 55238844) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for Insert brief description of the proposed development;

AND WHEREAS Policy R18 of the Town of Berwick Municipal Planning Strategy requires that boarding houses be considered and approved by Development Agreement;

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date of PH. and approved by a majority vote of the Town Council on Click or tap to enter a date. pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

**Part 1: General Requirements and Administration**

**1.1 Applicability of Agreement**

1.1.1 The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

## **1.2 Applicability of Other By-laws, Statutes and Regulations**

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

## **1.3 Conflict**

1.3.1 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

## **1.4 Costs, Expenses, Liabilities and Obligations**

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

## **1.5 Provisions Severable**

1.5.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **1.6 Property**

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

**Part 2: Definitions**

**2.1.1** All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

**2.2** When interpreting this agreement, the following words are defined as follows:

a) *Garbage container* means a bin, with or without a lid, greater than one cubic metre in volume used to store garbage and refuse temporarily. This definition excludes a container used for a construction or demolition project for which a valid building or demolition permit has been issued.

b) *Land Use Bylaw* means the Town of Berwick Land Use By-law adopted by Council on October 9, 2012, as amended from time to time.

c) *Municipal Planning Strategy* means the Town of Berwick Municipal Planning Strategy adopted by Town Council on October 9, 2012, as amended from time to time.

**Part 3: Use of Property, Subdivision and Development Provisions**

**3.1 Schedules**

**3.1.1** The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property
- b) Schedule B: Site Plan

**3.2 Requirements Prior to approval**

**3.2.1** Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Submission of a floor plan that
  - (i) limits the number of habitable bedrooms to a maximum of nine (9)
  - (ii) confirms that no bedroom includes a kitchen facility
  - (iii) confirms that there are no more than two (2) beds per bedroom
- b) Confirmation that the exterior of the building maintains the appearance of a single unit dwelling
- c) A site plan showing adequate outdoor amenity space and shall include places for sitting and gathering.
- d) The site plan shall include landscape buffering or privacy fencing along and property lines with existing single unit dwellings.

- e) Drawings that demonstrate compliance with all applicable Building and Fire Code regulations.
- f) Show the location of a minimum of four parking spaces in the rear yard of the property. Parking spaces dimensions shall comply with the requirements of the LUB.
- g) The location of Garbage Containers.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use of the Property permitted by this Agreement are the following and as generally shown on Schedule B:

- Boarding House up to a maximum of 12 persons
- All uses provided for in the Land Use Bylaw, as amended from time to time.

3.3.2 Maintenance

The Developer shall be responsible to maintain the property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the property is maintained in a safe and clean condition.

All household waste must be contained with a Garbage Container or stored indoors.

## **Part 4: Streets and Municipal Services**

### **4.1 Off-Site Disturbance**

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town's Engineer or Director of Public Works.

## **Part 5: Amendments**

### **5.1 Non-Substantive Amendments**

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

a) Changes to landscaping and buffering requirements

## **5.2 Substantive Amendments**

5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **Part 6: Registration, Effect of Conveyances and Discharge**

### **6.1 Registration**

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **6.2 Subsequent Owners**

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property which are the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **6.3 Commencement of Development**

6.3.1 In the event that development on the Property has not commenced within six months from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Property shall conform with the provisions of the Land Use By-law.

6.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.

6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **6.4 Completion of Development**

6.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or

c) discharge this Agreement.

6.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

## **6.5 Discharge of Agreement**

6.5.1 If the Developer fails to complete the Development after 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

## **Part 7: Enforcement and Rights and Remedies on Default**

### **7.1 Enforcement**

7.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy two hours of receiving such a request.

### **7.2 Failure to Comply**

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or

d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

**Part 8: Expenses**

8.1.1 In addition to the costs to be paid pursuant to section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 12 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense

8.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

**Part 9: Notice**

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid,

if to the Town to:

**Town of Berwick**  
236 Commercial Street  
Berwick, NS  
B0P 1E0  
Attention: Chief Administrative Officer

And if to the Developer to:

Insert Name of Company  
Insert Mailing Address.  
Insert Town and Province.  
Attention: Insert name.  
Insert Email contact.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

**Developer**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Hartley MacArthur

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael MacArthur

**Town of Berwick**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Municipal Clerk

Schedule "A", - Property Description

All that certain lot of land and premises situate and being on the West side of Commercial Street in the Town of Berwick, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

BEGINNING on the West limit of Commercial Street at the Northeast corner of a lot of land deeded by Dr. H.C. Marsters to Stephen Illsley and later owned by Mr. J.H. Frizzle, and then by The United Church of Canada;

THENCE Northerly along the West limit of Commercial Street a distance of 82.50 feet to the Southeast corner of lands formerly owned by the late Dr. H.C. Marsters and now or formerly owned by W.C. Stewart;

THENCE Westerly along the South side line of lands now or formerly of W.C. Stewart a distance of 209.00 feet to lands formerly owned by the late Dr. H.C. Marsters and now or formerly owned by Emelyne M. Simpson and Mary Pattillo;

THENCE Southerly along the East side line of lands now or formerly of Emelyne M. Simpson and Mary Pattillo a distance of 82.50 feet;

THENCE Westerly to an angle iron found at the Northwest corner of lands now or formerly of Doris J. MacArthur conveyed to her by deed recorded in Book 257 at Page 49 as Document No. 75295;

THENCE South 13 degrees 34 minutes 30 seconds East a distance of 17.37 feet to an iron pipe found at the Northeast corner of lands now or formerly of Dallas Frederick Simpson;

THENCE continuing South 13 degrees 34 minutes 30 seconds East along the East side line of lands now or formerly of Dallas Frederick Simpson a distance of 82.20 feet to an iron pipe found at the Southeast corner of lands now or formerly of Dallas Frederick Simpson;

THENCE North 76 degrees 51 minutes 40 seconds East along the North limit of lands now or formerly of the Baptist Church (Manse) a distance of 69.97 feet to a survey marker placed at the Southwest corner of Lot 1 depicted on a plan of survey filed as Plan P6996;

THENCE North 13 degrees 32 minutes 20 seconds West along the West side line of Lot 1 a distance of 99.39 feet to a survey marker placed at the Northwest corner of Lot 1;

THENCE North 77 degrees 00 minutes 40 seconds East along the north side line of Lot 1 a distance of 149.87 feet to the place of BEGINNING.

CONTAINING an area in excess of 24,000 square feet.

BEING AND INTENDED TO BE a consolidation of Parcel A depicted on a plan of survey filed as Plan P6996 and lands formerly of Edward D. MacArthur conveyed to him by deed recorded in Book 181 at Page 152.

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

Compliance:

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

Registration District: KINGS COUNTY  
Registration Year: 1987  
Plan or Document Number: P6996

MEMORANDUM

**To: Town Council**  
**From: Jen Boyd, CAO**  
**Date: March 21, 2023**  
**Subject: Support for Letter to Premier re: Emergency Department Closures at Soldiers Memorial Hospital**

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**References/Attachments**

- Letter from Mayor Atkinson to Premier Houston re: Soldiers Memorial Hospital (SMH) Closures

**Background**

The Town of Middleton has drafted the attached letter regarding closures to Soldiers Memorial Hospital's Emergency Department. Middleton has reached out to neighbouring municipal units who are also impacted by these closures, seeking support by also signing the letter.

Does Council agree to add their support to the letter?



Office of the Mayor  
PO Box 340, Middleton, NS B0S 1P0  
Phone: (902) 825-4841 (Town Office)  
Phone: (902) 825-4758 (Mayor)  
Fax: (902) 825-6460  
satkinson@town.middleton.ns.ca  
www.discovermiddleton.ca

March 16, 2022

VIA EMAIL

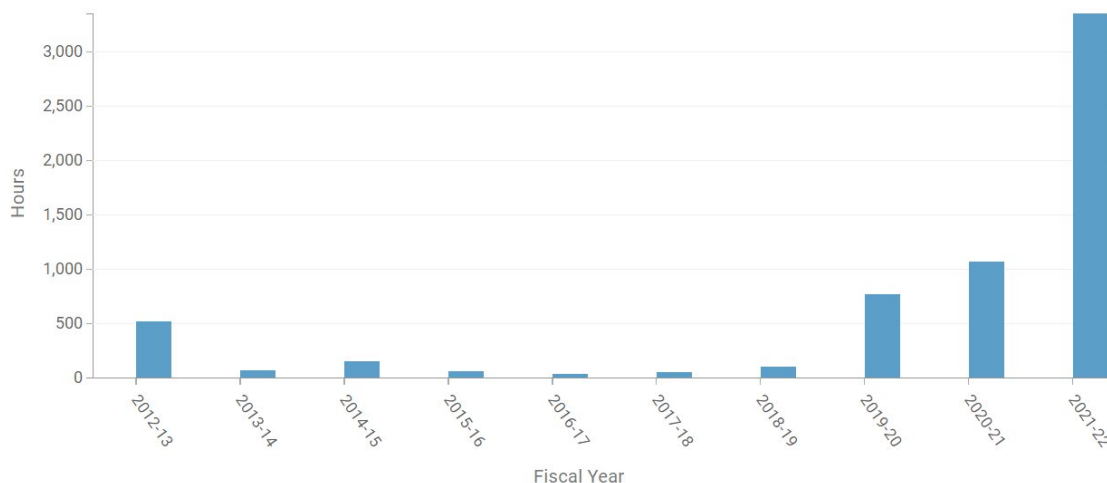
Honourable Tim Houston, Premier  
Office of the Premier  
PO Box 726  
Halifax, NS B3J 2T3

Dear Premier Houston:

**Re: Soldiers Memorial Hospital (SMH) Closures**

The ER at Soldiers Memorial Hospital was a 24-hour service for many years. In the Fall of 2021, NS Health changed the opening hours of the ER at Soldier’s Memorial Hospital to 7:00am – 1:30pm. This change was made to provide consistency to residents during a time where ER closures were frequent due to staff shortages as a result of the Covid-19 pandemic. However, over the past 2 years, Soldiers has not returned to a 24-hour ER. Somehow, these very limited hours have become the “regular” hours of the ER. This presents a number of problems:

- 1) **Frequent Closures:** even though the opening hours have been reduced from 24 hours, there are still frequent closures, sometimes for extended periods of time. For example, most recently, the ER was closed on March 4<sup>th</sup> and will not re-open until March 17<sup>th</sup>. In the chart below, temporary closures at SMH were very minimal, until 2019-2020 when the pandemic hit. In 2021-2022, the temporary closures more than tripled the closures during the height of the pandemic (skyrocketing to 3,354 hours).



Source: <https://data.novascotia.ca/Health-and-Wellness/Emergency-Department-Closure-Hours-by-Year/pkj5-hhwu>

- 2) **Lack of an available ER:** the above closures, and the restricted opening hours of the Soldiers ER when it is in fact open, leave very few options for residents. The Annapolis Community Health Centre (ACHC) ER was closed in July 2022, and downgraded to an Urgent Treatment Centre in October 2022 (it is only open from 9:00am-4:00pm on Mondays, Wednesdays, and Fridays). This closure and reduction of hours has increased the number of residents seeking medical attention at the Soldiers ER and Digby ER locations. However, when the Soldiers ER is closed, residents must travel to Digby or Kentville, which are almost 1.5 hours apart. The County of Annapolis has no Emergency Department when Soldiers is closed.
- 3) **Impact on Ambulance Services:** the closure of the ACHC ER and frequent closures of the Soldiers ER puts an increased pressure on Emergency Health Services. When Soldiers is closed, they must go to Valley Regional Hospital (VRH) in Kentville. This is 40 minutes away from Middleton, and because of delays at VRH, ambulances sit and wait to transfer patients (see photo below). This takes the ambulances out of circulation for extended periods of time, which means they cannot respond to calls to other residents in need while they are waiting in line to transfer patients. This all results in residents having less access to ambulance services.



Source: Valley Eye Facebook Page

- 4) **Impact on RCMP Services:** similar to the above situation with ambulance services, RCMP frequently have to take mental health patients to hospital. When the Soldiers ER is closed, they must drive to Kentville. This also impacts our community because our RCMP officers are spending more time on the road, and more time waiting in the VRH ER. This reduces the visibility of the RCMP in our Town and surrounding area and makes them less accessible when 911 calls come through.
- 5) **Impact on Community:** all of the above issues have a negative impact on residents in the catchment area for the Soldiers Memorial Hospital, which serves residents in both Kings and Annapolis counties, from Aylesford to Bridgetown. This catchment area is unique in that it has one of the largest percentages of residents in Nova Scotia without a family doctor. As of February 2023, 23.1% of residents in the catchment area have not been placed with a family doctor<sup>1</sup>. Their only option for medical services is the Emergency Department at Soldiers Memorial Hospital. In addition, senior citizens live in this area, and either don't drive or can't afford to get transportation. When they do find a way to the Soldiers ER in Middleton, very often it is closed, and they do not have a drive or funds to be transported to Kentville.

<sup>1</sup> Source: [www.nshealth.ca/sites/nshealth.ca/files/finding\\_a\\_primary\\_care\\_provider\\_in\\_nova\\_scotia\\_report\\_february\\_2023.pdf](http://www.nshealth.ca/sites/nshealth.ca/files/finding_a_primary_care_provider_in_nova_scotia_report_february_2023.pdf)

- 6) **Impact on Economic Development:** having a viable hospital is critical for the success of economic development within the Town of Middleton. A hospital with an operating ER is an important component of our attraction efforts. The Provincial government tends to be generous in helping to finance economic development initiatives within the Town of Middleton through grant programs. However, the frequent closures of the ER will soon cause families to look elsewhere – Middleton will no longer meet their needs. This will have an overall negative impact on our Town, and it will be challenging to undo that type of negative news.

In addition to the above noted problems caused by reduced hours or temporary closures of the Soldiers ER, there has been very little to no communication from NS Health to the residents in the catchment area. In early February, public information sessions were held at the Middleton Fire Hall and were very well attended. Residents appreciated these sessions and the ability to ask questions.

However, what was the outcome of these public information sessions and what actions is NS Health now taking? Our residents want to know:

1. What is the general plan, including timelines, for Soldiers Memorial Hospital and its ER?
2. When will Soldiers ER return to a 24-hour ER, and is this the goal of NS Health?
3. What immediate actions is NS Health and/or the Province taking to address the problems noted above?

Our residents are very concerned that NS Health intends to shut down the Soldiers ER completely, or downgrade it to an “Urgent Treatment Centre.” This would not be acceptable. More regular communication from NS Health would help to educate residents on the steps being taken and your goals with regards to Soldiers Memorial Hospital.

I am available to meet with you to discuss the situation at your convenience. A meeting in Middleton would be welcomed.

Sincerely,

Mayor Sylvester Atkinson  
Town of Middleton

**REQUEST FOR DECISION**  
**RFD003-2023: 2023/24 Town of**  
**Berwick Operating Budget Approval**



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**To:** Town Council  
**From:** Director of Finance  
**Date:** March 21, 2023  
**Subject:** 2023/24 Town of Berwick Operating Budget Approval

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**References/Attachments**

- 2023/24 Draft Operating Budget V1 Package
- 2023/24 Draft Operating Budget V1 Presentation
- 2023/24 Draft Operating Budget V2
- 2023/24 Draft Operating Budget V3
- Proposed 2023/24 Tax Rate Resolution

**Legislation**

- MGA Section 65

**Recommendation**

That Council approve the 2023/24 Draft Operating Budget V3 as presented and authorize the 2023/24 Tax Rate Resolution.

**Background**

Version 1 of the draft 2023/24 operating budget was presented on January 24<sup>th</sup>, 2023, for Council's review and discussion. A public budget engagement session was held on February 21<sup>st</sup>, 2023, where the Town presented version 1 of the budget and invited feedback, comments, and questions regarding the proposed draft budget. Version 2 of the draft 2023/24 operating budget was presented to Council on February 28, 2023 and Council provided direction for staff regarding tax rates, CPI for salary increases and the usage of operating reserves, all of which have been incorporated into the 2023/24 Draft Operating Budget V3.

With the confirmation of several additional budget items since the previous V2 was presented, staff have included the known information and is pleased to present a balanced 2023/24 Operating Budget for Council's consideration and approval. The proposed total operating budget for the fiscal year of 2023/24 is \$6,013,774.

**Key Assumptions Included in V3 of the Draft 2023/24 Operating Budget**

**Property Tax Rate:** No change has been applied to residential/resource and commercial tax rates.

# REQUEST FOR DECISION

## RFD003-2023: 2023/24 Town of Berwick Operating Budget Approval



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**CPI:** A CPI rate of 6% has been applied to both the non-union and Council honorariums, while a rate of 7.5% has been applied to the Town's unionized employees, per the collective bargaining agreement.

**Reserve Funds:** No operating reserve funds are required to balance the 2023/24 Operating Budget as presented. Through implementation of Microsoft 365 our IT consultant identified the need to replace two additional computers immediately and these have been included in the budget, to be funded from Safe Restart.

**AREA Dividend:** Based on the recent 2022/23 financial forecast provided by AREA, staff have reduced the dividend by \$38,000.

**Partner Contributions:** VWRM confirmed the equipment contribution for 2022/23 operating year will not be collected in 2022/23 because a policy has not yet been developed. It has been proposed for 2023/24 fiscal year. Management has updated the 2023/24 Operating budget to include this contribution and recommends utilizing the \$17,150 surplus from VWRM for the 2022/23 year to fund this expense, as previously committed.

The IMSA working group budget (KTA and VWRM pilot) has increased to \$8,142 in 2023/24 based on the agreed upon schedule, because the pilot was late starting, and the expected 2022/23 amount was less than originally projected. The overall budget has not changed.

Kings Transit Authority budget has been received, resulting in an additional increase to expenses of \$15,849, which includes core operating, core capital and a replenishment to reserves.

The 2023/24 PVSC invoice has been received, resulting in a reduction in budgeted expenses of \$1,800.

**Miscellaneous Adjustments:** General repairs have been decreased within the Town Hall and Public Works' budget, reducing expenses by \$4,000 as painting occurred in both facilities in 2022/23.

Annual sewer maintenance has been reduced by \$2,000 as a rebuild of a pump occurred in 2022/23 and a replacement pump is included in the 2023/24 capital plan.

**One-Time Projects:** Given the scope of the storm water management project, this has been removed from the 2023/24 operating budget and included in the 2023/24 5-year Capital Investment Plan.

**REQUEST FOR DECISION**  
**RFD003-2023: 2023/24 Town of**  
**Berwick Operating Budget Approval**



**Financial Implications**

The balanced 2023/24 Operating Budget focuses on both present and future financial stability for the Town.

**Priority Alignment**

<b>Check Applicable</b>	<b>Strategic Priority Area</b>	<b>Comments</b>
X	Economic	
X	Environmental	
X	Social	
X	Cultural	

**Alternatives**

Council may provide specific direction to staff to make further revisions to the 2023/24 Draft Operating Budget, for approval of the 2023/24 Operating Budget.

**Community Engagement/Communication**

A public budget engagement session was held on February 21<sup>st</sup>, 2023, and the [info@berwick.ca](mailto:info@berwick.ca) email is continuously reviewed for feedback.

All budget information is posted on Berwick's website at: [Berwick.ca/2023-24budget](http://Berwick.ca/2023-24budget).

**CAO Comments**

The 2023/24 Operating and Capital budgets will be supported by a Operating Plan, to be presented on March 28, that outlines next year's priorities, including a reporting framework to keep Council, Staff and the public updated on its progress.

CAO Initials: JB

Targeted Decision Date: March 21, 2023



	<b>2024</b>	<b>2023</b>		
	<b>BUDGET</b>	<b>BUDGET</b>	<b>%</b>	<b>\$</b>
<b>OPERATING SUMMARY</b>				
<b>Revenue</b>				
Taxes & Grants in Lieu of Taxes	4,073,641	3,648,442	12%	425,199
Sewer Revenues	537,926	524,669	3%	13,257
Sale of Services	568,361	531,585	7%	36,776
Other Revenue	256,143	185,832	38%	70,311
Federal, Provincial & Other Grants	376,753	337,252	12%	39,501
Other Transfers	200,950	273,939	(27%)	(72,989)
<b>Total Revenue</b>	<b>6,013,774</b>	<b>5,501,719</b>	<b>9%</b>	<b>512,055</b>
<b>Expenses</b>				
General Government	1,975,410	1,791,612	10%	183,798
Protective Services	1,168,058	1,173,845	(0%)	(5,787)
Public Works	1,240,896	1,003,913	24%	236,983
Planning & Development	168,055	120,982	39%	47,073
Community Development	704,545	658,408	7%	46,137
Sewer/Environmental Health	756,810	752,959	1%	3,851
<b>Total Expenses</b>	<b>6,013,774</b>	<b>5,501,719</b>	<b>9%</b>	<b>512,055</b>
<b>Net Surplus (Deficit)</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>

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	2024 BUDGET	2023 BUDGET	%	\$
<b>LEGISLATIVE SERVICES</b>				
<b>Revenue</b>				
<b>Total Revenue</b>				
<b>Expenses</b>				
<u>Mayor Clarke</u>				
Honorarium	22,844	21,551	6%	1,293
Travel	1,500	1,500	0%	0
Training & Conferences	750	1,000	(25%)	(250)
Meals	250	500	(50%)	(250)
Communications	650	650	0%	0
<u>Total Expenses</u>	<u>25,994</u>	<u>25,201</u>	<u>3%</u>	<u>793</u>
<u>Councillor Trinacity</u>				
Honorarium	11,736	11,072	6%	664
Travel	750	1,000	(25%)	(250)
Training & Conferences	750	1,000	(25%)	(250)
Meals	150	250	(40%)	(100)
<u>Total Expenses</u>	<u>13,386</u>	<u>13,322</u>	<u>0%</u>	<u>64</u>
<u>Councillor Reeves</u>				
Honorarium	10,678	10,074	6%	604
Travel	300	500	(40%)	(200)
Training & Conferences	300	500	(40%)	(200)
Meals	100	100	0%	0
<u>Total Expenses</u>	<u>11,378</u>	<u>11,174</u>	<u>2%</u>	<u>204</u>
<u>Councillor Walsh</u>				
Honorarium	10,678	10,074	6%	604
Travel	300	500	(40%)	(200)
Training & Conferences	300	500	(40%)	(200)
Meals	100	100	0%	0
<u>Total Expenses</u>	<u>11,378</u>	<u>11,174</u>	<u>2%</u>	<u>204</u>
<u>Councillor Goddard</u>				
Honorarium	10,678	10,074	6%	604
Travel	300	500	(40%)	(200)
Training & Conferences	300	500	(40%)	(200)
Meals	100	100	0%	0
<u>Total Expenses</u>	<u>11,378</u>	<u>11,174</u>	<u>2%</u>	<u>204</u>

	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<u>Councillor Jamieson</u>				
Honorarium	10,678	10,074	6%	604
Travel	300	500	(40%)	(200)
Training & Conferences	300	500	(40%)	(200)
Meals	100	100	0%	0
<u>Total Expenses</u>	<u>11,378</u>	<u>11,174</u>	<u>2%</u>	<u>204</u>
<u>Councillor Lutz</u>				
Honorarium	10,678	10,074	6%	604
Travel	300	500	(40%)	(200)
Training & Conferences	300	500	(40%)	(200)
Meals	100	100	0%	0
<u>Total Expenses</u>	<u>11,378</u>	<u>11,174</u>	<u>2%</u>	<u>204</u>
<u>General Expenses</u>				
CPP Expense	2,198	1,930	14%	268
WCB Expense	0	0		0
Previous Council Honorarium	0	0		0
Membership Fees & Dues	3,000	3,000	0%	0
Office Supplies	0	2,000	(100%)	(2,000)
Advertising	1,500	2,000	(25%)	(500)
Meeting Expenses	500	500	0%	0
Special Events	9,248	5,000	85%	4,248
Grants to Organizations	15,950	6,600	142%	9,350
Grant-Berwick & Dist. Comm. Assoc.	10,000	10,000	0%	0
Grant-Valley Wildcats	10,000	10,000	0%	0
<u>Total Expenses</u>	<u>52,396</u>	<u>41,030</u>	<u>28%</u>	<u>11,366</u>
<b>Total Expenses</b>	<b>148,666</b>	<b>135,423</b>	<b>10%</b>	<b>13,244</b>
<b>Net Department Surplus (Deficit)</b>	<b>(148,666)</b>	<b>(135,423)</b>	<b>10%</b>	<b>(13,244)</b>



	2024 BUDGET	2023 BUDGET	%	\$
<b>ADMINISTRATION</b>				
<b>Revenue</b>				
Administration fees- Berwick Electric	283,770	204,250	39%	79,520
Administration fees- Sewer	36,817	26,000	42%	10,817
Tax Certificates	2,500	2,500	0%	0
Miscellaneous Revenue	19,485	15,000	30%	4,485
<b>Total Revenue</b>	<b>342,572</b>	<b>247,750</b>	<b>38%</b>	<b>94,821</b>
<b>Expenses</b>				
<u>CAO Office</u>				
Regular wages	127,897	108,057	18%	19,840
Other	0	0		0
CPP	3,754	4,988	(25%)	(1,234)
EI	1,403	1,990	(29%)	(587)
WCB	1,669	2,607	(36%)	(938)
Group Medical & Life	2,708	3,357	(19%)	(649)
Pension	18,632	16,025	16%	2,607
Workplace Wellness Benefit	4,000	2,600	54%	1,400
<u>Total Salaries &amp; Benefits</u>	<u>160,063</u>	<u>139,624</u>	<u>15%</u>	<u>20,441</u>
<u>General Expenses</u>				
Travel	2,550	2,000	28%	550
Training & Conferences	1,000	2,000	(50%)	(1,000)
Membership Fees & Dues	350	700	(50%)	(350)
Meals	100	500	(80%)	(400)
Office Supplies	0	0		0
Postage & Courier	0	0		0
Communications	600	500	20%	100
Advertising	500	2,000	(75%)	(1,500)
Meetings	300	500	(40%)	(200)
Subscriptions & Donations	500	500	0%	0
AREA Expenses	0	1,000	(100%)	(1,000)
<u>Total General Expenses</u>	<u>5,900</u>	<u>9,700</u>	<u>(39%)</u>	<u>(3,800)</u>
<u>Administration</u>				
Regular Wages	332,818	255,971	30%	76,847
CPP	16,099	11,584	39%	4,515
EI	6,537	4,859	35%	1,678
WCB	7,046	6,318	12%	728
Group Medical & Life	19,675	12,145	62%	7,530
Pension	27,033	13,593	99%	13,440
<u>Total Salaries &amp; Benefits</u>	<u>409,208</u>	<u>304,470</u>	<u>34%</u>	<u>104,737</u>



	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<u>General Expenses</u>				
Travel	2,600	2,500	4%	100
Training & Conferences	2,500	4,000	(38%)	(1,500)
Membership Fees & Dues	1,550	2,000	(23%)	(450)
Office Supplies	11,450	7,000	64%	4,450
Equipment Rental	7,100	6,000	18%	1,100
Postage, Courier, & Equipment Rental	15,000	15,000	0%	0
Communications	2,580	2,000	29%	580
Advertising	0	0		0
<b>Total General Expenses</b>	<b><u>42,780</u></b>	<b><u>38,500</u></b>	<b><u>11%</u></b>	<b><u>4,280</u></b>
<u>Information Technology</u>				
Training & Conferences	0	500	(100%)	(500)
Contracted Services	15,000	23,000	(35%)	(8,000)
Hardware	24,650	3,000	722%	21,650
Software	44,200	7,500	489%	36,700
<b>Total Expenses</b>	<b><u>83,850</u></b>	<b><u>34,000</u></b>	<b><u>147%</u></b>	<b><u>49,850</u></b>
<b>Total Expenses</b>	<b>701,801</b>	<b>526,294</b>	<b>33%</b>	<b>175,507</b>
<b>Net Surplus (Deficit)</b>	<b>(359,229)</b>	<b>(278,544)</b>	<b>29%</b>	<b>(80,686)</b>

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	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<b>TOWN HALL</b>				
<b>Revenue</b>				
AVRL Rent	56,286	51,432	9%	4,854
Kings County Library Contribution	15,620	15,620	0%	0
<b>Total Revenue</b>	<b>71,906</b>	<b>67,052</b>	<b>7%</b>	<b>4,854</b>
<b>Expenses</b>				
<u>General Expenses</u>				
Communications	3,000	3,000	0%	0
Operational Supplies	0	5,000	(100%)	(5,000)
Facility Insurance	3,571	3,000	19%	571
Contracted Services	0	40,000	(100%)	(40,000)
Utilities	48,200	45,000	7%	3,200
Repairs & Maintenance	45,436	8,000	468%	37,436
COVID 19	0	1,000	(100%)	(1,000)
<u>Total Expenses</u>	<u>100,207</u>	<u>105,000</u>	<u>(5%)</u>	<u>(4,793)</u>
<u>Long Term Debt</u>				
Debenture Principal	125,133	125,133	0%	0
Debenture Interest	51,489	53,887	(4%)	(2,398)
<u>Total Debenture Expense</u>	<u>176,622</u>	<u>179,020</u>	<u>(1%)</u>	<u>(2,398)</u>
<b>Total Expenses</b>	<b>276,829</b>	<b>284,020</b>	<b>(3%)</b>	<b>(7,190)</b>
<b>Net Surplus (Deficit)</b>	<b>(204,923)</b>	<b>(216,968)</b>	<b>(6%)</b>	<b>12,045</b>



**OTHER GOVERNMENT**

	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<b>Revenue</b>				
Taxation-Residential	2,876,203	2,486,117	16%	390,086
Taxation-Commercial	1,074,976	999,667	8%	75,309
Taxation-Resource	19,374	18,808	3%	566
Deed Transfer Tax	85,000	125,000	(32%)	(40,000)
Bell Aliant- GIL	11,225	12,000	(6%)	(775)
Canada Post- GIL	6,864	6,850	0%	14
Return on Investments	2,000	2,000	0%	0
Interest on Taxes	14,000	15,000	(7%)	(1,000)
Interest on PACE Program	5,000	8,700	(43%)	(3,700)
HST Offset	15,000	20,000	(25%)	(5,000)
Financial Capacity Grant (Equalization)	221,479	221,479	0%	0
Farm Acreage Grant	1,460	1,460	0%	0
Other Provincial Grants- Unconditional	0	0		0
AREA Dividend	162,000	225,000	(28%)	(63,000)
Safe Restart	21,800	0	0%	21,800
<b>Total Revenue</b>	<b>4,516,381</b>	<b>4,142,081</b>	<b>9%</b>	<b>374,299</b>
<b>Expenses</b>				
<u>General Expenses</u>				
Bank Charges	14,000	15,000	(7%)	(1,000)
Audit Fees	8,000	8,500	(6%)	(500)
Legal Fees	5,000	10,000	(50%)	(5,000)
General Liability Insurance	21,420	20,000	7%	1,420
Tax Exemptions	135,000	130,000	4%	5,000
Grants to Organizations	0	2,500	(100%)	(2,500)
Election	0	0		0
Tax Sales	1,000	1,000	0%	0
Bad Debt Expense	10,000	10,000	0%	0
Other Debt Charges	0	0		0
<u>Total Expenses</u>	<u>194,420</u>	<u>197,000</u>	<u>(1%)</u>	<u>(2,580)</u>
<u>Long Term Debt</u>				
Debenture Principal	9,033	9,033	0%	0
Debenture Interest	1,421	1,762	(19%)	(341)
<u>Total Debenture Expense</u>	<u>10,454</u>	<u>10,795</u>	<u>(3%)</u>	<u>(341)</u>
<u>Partner Contributions</u>				
Annapolis Valley Regional Centre for Education	583,099	573,477	2%	9,622
Properly Valuation Services Corp	31,138	31,015	0%	123
Correctional Services	29,000	28,549	2%	451
<u>Total Partner Contributions</u>	<u>643,237</u>	<u>633,041</u>	<u>2%</u>	<u>10,196</u>
<b>Total Expenses</b>	<b>848,111</b>	<b>840,836</b>	<b>1%</b>	<b>7,275</b>
<b>Net Surplus (Deficit)</b>	<b>3,668,270</b>	<b>3,301,245</b>	<b>11%</b>	<b>367,024</b>

	<b>2024</b>	<b>2023</b>		
	<b>BUDGET</b>	<b>BUDGET</b>	<b>%</b>	<b>\$</b>
<b>POLICE SERVICES</b>				
<b>Revenue</b>				
Policing Fines	0	0		0
Protective Fines	500	500	0%	0
<b>Total Revenue</b>	<b>500</b>	<b>500</b>	<b>0%</b>	<b>0</b>
<b>Expenses</b>				
RCMP/DNA Contracted Services	779,063	760,061	3%	19,002
<b>Total Expenses</b>	<b>779,063</b>	<b>760,061</b>	<b>3%</b>	<b>19,002</b>
<b>Net Surplus (Deficit)</b>	<b>(778,563)</b>	<b>(759,561)</b>	<b>3%</b>	<b>(19,002)</b>

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	2024 BUDGET	2023 BUDGET	%	\$
<b>BYLAW SERVICES</b>				
<b>Revenue</b>				
Taxi Licenses	0	0		0
Animal Licenses	0	700	(100%)	(700)
<b>Total Revenue</b>	<b>0</b>	<b>700</b>	<b>(100%)</b>	<b>(700)</b>
<b>Expenses</b>				
<u>Salaries &amp; Wages</u>				
Hourly Wages	24,486	0	0%	24,486
CPP	1,249	0	0%	1,249
EI	559	0	0%	559
WCB	585	0	0%	585
Group Medical & Life	1,998	0	0%	1,998
Pension	1,959	0	0%	1,959
<b>Total Salaries &amp; Wages</b>	<b>30,836</b>	<b>0</b>	<b>0%</b>	<b>30,836</b>
<u>General Expenses</u>				
Travel	100	0	0%	100
Membership Dues & Fees	0	100	(100%)	(100)
Communications	0	0		0
Contracted Services	0	0		0
Operational Supplies	0	500	(100%)	(500)
Building & Fire Inspection Services	0	33,500	(100%)	(33,500)
<b>Total General Expenses</b>	<b>100</b>	<b>34,100</b>	<b>(100%)</b>	<b>(34,000)</b>
<u>Partner Contributions</u>				
Kings' REMO	8,050	8,050	0%	0
<b>Total Partner Contributions</b>	<b>8,050</b>	<b>8,050</b>	<b>0%</b>	<b>0</b>
<b>Total Expenses</b>	<b>38,986</b>	<b>42,150</b>	<b>(8%)</b>	<b>(3,164)</b>
<b>Net Surplus (Deficit)</b>	<b>(38,986)</b>	<b>(41,450)</b>	<b>(6%)</b>	<b>2,464</b>



**FIRE SERVICES**

**Grants**

	2024 BUDGET	2023 BUDGET	%	\$
NS-Civic Addressing Grant	1,000	1,000	0%	0
Municipality of Kings Operating Grant	152,235	190,435	(20%)	(38,200)
<b>Total Grant Revenue</b>	<b>153,235</b>	<b>191,435</b>	<b>(20%)</b>	<b>(38,200)</b>

**Expenses**

Fire Administration

WCB	2,500	2,400	4%	100
EAP/Life Insurance	5,108	4,500	14%	608
Honorarium	12,000	12,000	0%	0
Meetings, Meals, & Travel	3,700	2,500	48%	1,200
Training & Conferences	7,070	10,000	(29%)	(2,930)
Membership Dues & Fees	1,000	1,000	0%	0
Office Supplies	2,000	2,000	0%	0
Communication	7,160	1,500	377%	5,660
<u>Total Administration Expenses</u>	<u>40,538</u>	<u>35,900</u>	<u>13%</u>	<u>4,638</u>

Fire Hall

Communications	0	3,600	(100%)	(3,600)
Operational Supplies	0	5,000	(100%)	(5,000)
Facility Insurance	10,413	9,500	10%	913
Contracted Services	0	24,150	(100%)	(24,150)
Utilities	41,664	33,500	24%	8,164
Repairs & Maintenance	33,950	30,000	13%	3,950
<u>Total Fire Hall Expenses</u>	<u>86,027</u>	<u>105,750</u>	<u>(19%)</u>	<u>(19,724)</u>

Fire Operations

Communications	19,000	21,400	(11%)	(2,400)
Tools & Equipment	17,400	10,000	74%	7,400
Operational Supplies & Equipment	0	15,000	(100%)	(15,000)
Clothing & Safety Equipment	29,560	30,000	(1%)	(440)
Vehicle Insurance	16,549	14,000	18%	2,549
Vehicle Fuel	14,000	10,000	40%	4,000
Vehicle Maintenance	30,650	30,000	2%	650
2007 Pierce Contender Pumper (F-11)	0	0		0
1996 Pierce Saber Pumper (F-12)	0	0		0
2019 Typhoon Pumper (F-13)	0	0		0
2001 Mack Tanker (F-21)	0	0		0
2014 Frieghtliner M2 (F-22)	0	0		0
2004 Fire Rescue Unit (F-31)	0	0		0
1994 Chev 400 GMT (F-51)	0	0		0
2010 Ford Super Duty (F-52)	0	0		0
<u>Total Fire Operations Expenses</u>	<u>127,159</u>	<u>130,400</u>	<u>(2%)</u>	<u>(3,241)</u>



	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<u>Long Term Debt</u>				
Debenture Principal	71,917	71,917	0%	0
Debenture Interest	24,369	27,667	(12%)	(3,298)
<u>Total Debenture Expenses</u>	<u>96,286</u>	<u>99,584</u>	<u>(3%)</u>	<u>(3,298)</u>
<b>Total Expenses</b>	<b>350,010</b>	<b>371,634</b>	<b>(6%)</b>	<b>(21,624)</b>
<b>Net Surplus (Deficit)</b>	<b>(196,775)</b>	<b>(180,199)</b>	<b>9%</b>	<b>(16,577)</b>

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	2024 BUDGET	2023 BUDGET	%	\$
<b>PUBLIC WORKS</b>				
<b>Revenue</b>				
<b>Total Revenue</b>				
<b>Expenses</b>				
<b><u>Public Works Administration</u></b>				
<b><u>Salaries &amp; Benefits</u></b>				
Regular Salaries	123,779	77,701	59%	46,078
CPP	5,768	3,413	69%	2,355
EI	2,157	1,302	66%	855
WCB	2,558	1,964	30%	594
Group & Medical	3,831	1,519	152%	2,312
Pension	9,719	6,216	56%	3,503
<b><u>Total Salaries &amp; Benefits</u></b>	<b><u>147,812</u></b>	<b><u>92,115</u></b>	<b><u>60%</u></b>	<b><u>55,698</u></b>
<b><u>General Expenses</u></b>				
Travel	2,583	5,500	(53%)	(2,917)
Meals	500	2,000	(75%)	(1,500)
Meetings	0	400	(100%)	(400)
Training & Conference	2,945	4,000	(26%)	(1,055)
Membership Fees & Dues	500	0	0%	500
Communications	6,570	6,000	10%	570
Advertising	500	2,000	(75%)	(1,500)
Engineering/Surveyor Services	2,500	0	0%	2,500
Licenses & Permits	0	650	(100%)	(650)
<b><u>Total General Expenses</u></b>	<b><u>16,098</u></b>	<b><u>20,550</u></b>	<b><u>(22%)</u></b>	<b><u>(4,452)</u></b>
<b><u>Total Public Works Administration Expenses</u></b>	<b><u>163,910</u></b>	<b><u>112,665</u></b>	<b><u>45%</u></b>	<b><u>51,246</u></b>
<b><u>Public Works Facility</u></b>				
Insurance	8,330	9,500	(12%)	(1,170)
Utilities	7,142	12,000	(40%)	(4,858)
Repairs & Maintenance	10,480	3,000	249%	7,480
Operational Supplies	0	1,000	(100%)	(1,000)
<b><u>Total Public Works Facility</u></b>	<b><u>25,952</u></b>	<b><u>25,500</u></b>	<b><u>2%</u></b>	<b><u>452</u></b>
<b><u>Streets &amp; Roads</u></b>				
<b><u>Salary &amp; Wages</u></b>				
Regular Salaries	335,965	246,700	36%	89,265
CPP	18,461	13,025	42%	5,436
EI	7,303	5,351	36%	1,952
WCB	8,011	7,032	14%	979
Group & Medical	16,940	12,639	34%	4,301
Pension	26,185	19,337	35%	6,848
<b><u>Total Salaries &amp; Benefits</u></b>	<b><u>412,865</u></b>	<b><u>304,084</u></b>	<b><u>36%</u></b>	<b><u>108,782</u></b>



	2024 BUDGET	2023 BUDGET	%	\$
<u>General Expenses</u>				
Insurance- Public Works Accidents	3,000	3,000	0%	0
Paving	200,000	200,000	0%	0
Tools & Equipment	5,000	0	0%	5,000
Repairs & Maintenance	0	31,000	(100%)	(31,000)
Equipment Rental	12,000	0	0%	12,000
Operational Supplies	17,000	20,000	(15%)	(3,000)
Winter Supplies	40,000	20,000	100%	20,000
Safety Supplies	4,500	4,000	13%	500
<u>Total General Expenses</u>	<u>281,500</u>	<u>278,000</u>	<u>1%</u>	<u>3,500</u>
<u>Fleet Expenses</u>				
Vehicle Insurance	12,540	10,000	25%	2,540
Fuel	25,600	25,000	2%	600
Vehicles Maintenance	52,974	50,000	6%	2,974
2008 Intn'l Dump Truck V-1	0	0		0
2005 Intn'l Dump Truck V-2	0	0		0
2009 GMC Sierra V-4	0	0		0
2008 Chev Silverado V-5 (Sewer Truck)	0	0		0
2012 JBC 200 Backhoe Loader V-6	0	0		0
2008 JD 5525 N Tractor V-8	0	0		0
1991 Badger/Chipper V-10	0	0		0
2010 Durat Utility Trailer V-14	0	0		0
JD Zero Turn Mower V-19	0	0		0
1999 JD Small Tractor V-20	0	0		0
2017 F550 V-22	0	0		0
2018 Kubota Rubber Track Excavator V-23	0	0		0
2015 TRKSW Tractor V-36	0	0		0
MT Trackless V-39	0	0		0
Trailer for Excavator V-39	0	0		0
2017 Ford 550 V-22	0	0		0
2021 Waker Artic Loader V-36	0	0		0
2022 GMC Sierra 2500 V-5	0	0		0
<u>Total Fleet Expenses</u>	<u>91,114</u>	<u>85,000</u>	<u>7%</u>	<u>6,114</u>
<b><u>Total Streets &amp; Roads Expenses</u></b>	<b><u>785,479</u></b>	<b><u>667,084</u></b>	<b><u>18%</u></b>	<b><u>118,396</u></b>
<u>Street Lighting</u>				
Power	69,043	56,000	23%	13,043
Repairs & Maintenance	800	1,000	(20%)	(200)
<b><u>Total Street Lighting</u></b>	<b><u>69,843</u></b>	<b><u>57,000</u></b>	<b><u>23%</u></b>	<b><u>12,843</u></b>
<u>Traffic Services</u>				
Operational Supplies & Equipment	0	5,000	(100%)	(5,000)
Traffic Services	22,500	0	0%	22,500
Repairs & Maintenance	2,700	5,000	(46%)	(2,300)
<b><u>Total Traffic Services</u></b>	<b><u>25,200</u></b>	<b><u>10,000</u></b>	<b><u>152%</u></b>	<b><u>15,200</u></b>
<u>Crossing Guards</u>				
<u>Salaries &amp; Wages</u>				
Hourly Wages	20,112	18,743	7%	1,369
CPP	780	335	133%	445
EI	459	415	11%	44
WCB	481	536	(10%)	(55)
<u>Total Salaries &amp; Benefits</u>	<u>21,832</u>	<u>20,029</u>	<u>9%</u>	<u>1,802</u>



	2024 BUDGET	2023 BUDGET	%	\$
<u>General Expenses</u>				
Communication	150	200	(25%)	(50)
Safety Supplies	500	500	0%	0
<u>Total General Expenses</u>	<u>650</u>	<u>700</u>	<u>(7%)</u>	<u>(50)</u>
<b><u>Total Crossing Guards Expenses</u></b>	<b><u>22,482</u></b>	<b><u>20,729</u></b>	<b><u>8%</u></b>	<b><u>1,752</u></b>
<u>Storm Sewer</u>				
Repairs & Maintenance	15,500	0	0%	15,500
<b><u>Total Storm Sewer</u></b>	<b><u>15,500</u></b>	<b><u>0</u></b>	<b><u>0%</u></b>	<b><u>15,500</u></b>
<u>Long Term Debt</u>				
Debenture Principal	17,727	29,127	(39%)	(11,400)
Debenture Interest	5,218	6,008	(13%)	(790)
<b><u>Total Debenture Expenses</u></b>	<b><u>22,945</u></b>	<b><u>35,135</u></b>	<b><u>(35%)</u></b>	<b><u>(12,190)</u></b>
<u>Partner Contributions</u>				
Kings Transit Authority	104,184	70,300	48%	33,884
Kings Point to Point Transit	5,400	5,039	7%	361
<u>Total Partner Contributions</u>	<u>109,584</u>	<u>75,339</u>	<u>45%</u>	<u>34,245</u>
 <b>Total Expenses</b>	 <b>1,240,895</b>	 <b>1,003,452</b>	 <b>24%</b>	 <b>237,444</b>
 <b>Net Surplus (Deficit)</b>	 <b>(1,240,895)</b>	 <b>(1,003,452)</b>	 <b>24%</b>	 <b>(237,444)</b>

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**ENVIRONMENTAL HEALTH**

	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<b>Revenue</b>				
<u>Operating Revenue</u>				
Sewer Residential	207,552	203,200	2%	4,352
Sewer Industrial	290,368	288,203	1%	2,165
Sewer Institutional	40,006	33,266	20%	6,740
<u>Total Operating Revenue</u>	<u>537,926</u>	<u>524,669</u>	<u>3%</u>	<u>13,257</u>
<u>Grants</u>				
Provincial Government Grants	0	4,800	(100%)	(4,800)
<u>Total Grants</u>	<u>0</u>	<u>4,800</u>	<u>(100%)</u>	<u>(4,800)</u>
<b>Total Revenue</b>	<b>537,926</b>	<b>529,469</b>	<b>2%</b>	<b>8,457</b>
<b>Expenses</b>				
<u>Sewer Administration</u>				
<u>Salaries &amp; Benefits</u>				
Regular Wages	40,497	25,899	56%	14,598
CPP	1,877	1,138	65%	739
EI	702	434	62%	268
WCB	835	655	27%	180
Group Medical & Life	4,510	506	791%	4,004
Pension	3,240	2,072	56%	1,168
<u>Total Salaries &amp; Benefits</u>	<u>51,661</u>	<u>30,704</u>	<u>68%</u>	<u>20,956</u>
<u>General Expenses</u>				
Travel	3,000	3,000	0%	0
Meals	0	0		0
Training & Conferences	1,800	2,000	(10%)	(200)
Membership Fees & Dues	400	500	(20%)	(100)
Office Supplies	1,000	1,000	0%	0
Meetings	0	0		0
Administration Fees	36,817	26,000	42%	10,817
Communications	2,524	3,500	(28%)	(976)
<u>Total General Expenses</u>	<u>45,541</u>	<u>36,000</u>	<u>27%</u>	<u>9,541</u>
<u>Contribution to Reserves</u>	<u>0</u>	<u>46,592</u>	<u>(100%)</u>	<u>(46,592)</u>
<b>Total Sewer Administration Expenses</b>	<b>97,202</b>	<b>113,296</b>	<b>(14%)</b>	<b>(16,095)</b>
<u>Sewer Collection</u>				
<u>Salaries &amp; Benefits</u>				
Hourly Wages	7,627	8,097	(6%)	(470)
CPP	375	393	(4%)	(18)
EI	140	158	(11%)	(18)
WCB	167	208	(20%)	(41)
Group Medical & Life	426	402	6%	24
Pension	610	560	9%	50
<u>Total Salaries &amp; Benefits</u>	<u>9,345</u>	<u>9,818</u>	<u>(5%)</u>	<u>(472)</u>
<u>General Expenses</u>				
Facility Insurance	387	300	29%	87
Contracted Services	0	0		0
Utilities	39,283	35,000	12%	4,283



	<b>2024</b>	<b>2023</b>	<b>%</b>	<b>\$</b>
	<b>BUDGET</b>	<b>BUDGET</b>		
Repairs & Maintenance	29,500	25,000	18%	4,500
Operational Supplies	0	5,000	(100%)	(5,000)
Tools & Equipment	0	0		0
<u>Total General Expenses</u>	<u>69,170</u>	<u>65,300</u>	<u>6%</u>	<u>3,870</u>
<b>Total Sewer Collection Expenses</b>	<b>78,515</b>	<b>75,118</b>	<b>5%</b>	<b>3,398</b>
<b><u>Sewer Treatment</u></b>				
<b><u>Salaries &amp; Benefits</u></b>				
Hourly Wages	61,015	64,779	(6%)	(3,764)
CPP	3,004	3,141	(4%)	(137)
EI	1,123	1,262	(11%)	(139)
WCB	1,335	1,660	(20%)	(325)
Group Medical & Life	3,412	3,213	6%	199
Pension	4,881	4,479	9%	402
<u>Total Salaries &amp; Benefits</u>	<u>74,770</u>	<u>78,534</u>	<u>(5%)</u>	<u>(3,765)</u>
<b><u>General Expenses</u></b>				
Facility Insurance	7,140	7,500	(5%)	(360)
Contracted Services	0	0		0
Utilities	121,421	102,000	19%	19,421
Repairs & Maintenance	77,898	50,000	56%	27,898
Operational Supplies	0	17,500	(100%)	(17,500)
Tools & Equipment	1,000	1,000	0%	0
Sewer Treatment Testing	20,000	18,000	11%	2,000
Clothing & Safety Equipment	800	2,000	(60%)	(1,200)
<u>Total General Expenses</u>	<u>228,259</u>	<u>198,000</u>	<u>15%</u>	<u>30,259</u>
<b>Total Sewer Treatment Expenses</b>	<b>303,029</b>	<b>276,534</b>	<b>10%</b>	<b>26,494</b>
Other Solid Waste Charges	8,142	2,500	226%	5,642
<b><u>Long Term Debt</u></b>				
Debenture Principal	44,131	55,531	(21%)	(11,400)
Debenture Interest	4,830	6,490	(26%)	(1,660)
<u>Total Long Term Debt</u>	<u>48,961</u>	<u>62,021</u>	<u>(21%)</u>	<u>(13,060)</u>
<b>Total Sewer Expenses</b>	<b>535,849</b>	<b>529,469</b>	<b>1%</b>	<b>6,379</b>
<b>Sewer Net Surplus (Deficit)</b>	<b>2,077</b>	<b>0</b>	<b>0%</b>	<b>2,078</b>
<b><u>Partner Contributions</u></b>				
Valley Waste Resource Management	220,962	223,490	(1%)	(2,528)
<u>Total Partner Contributions</u>	<u>220,962</u>	<u>223,490</u>	<u>(1%)</u>	<u>(2,528)</u>
<b>Total Expenses</b>	<b>756,811</b>	<b>752,959</b>	<b>1%</b>	<b>3,851</b>
<b>Net Surplus (Deficit)</b>	<b>(218,885)</b>	<b>(223,490)</b>	<b>(2%)</b>	<b>4,606</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>SEWER SERVICES</b>				
<b>Revenue</b>				
<u>Operating Revenue</u>				
Sewer Residential	207,552	203,200	2%	4,352
Sewer Industrial	290,368	288,203	1%	2,165
Sewer Institutional	40,006	33,266	20%	6,740
<u>Total Operating Revenue</u>	<u>537,926</u>	<u>524,669</u>	<u>3%</u>	<u>13,257</u>
<u>Grants</u>				
Provincial Government Grants	0	4,800	(100%)	(4,800)
<u>Total Grants</u>	<u>0</u>	<u>4,800</u>	<u>(100%)</u>	<u>(4,800)</u>
<b>Total Revenue</b>	<b>537,926</b>	<b>529,469</b>	<b>2%</b>	<b>8,457</b>
<b>Expenses</b>				
<b><u>Sewer Administration</u></b>				
<u>Salaries &amp; Benefits</u>				
Regular Wages	40,497	25,899	56%	14,598
CPP	1,877	1,138	65%	739
EI	702	434	62%	268
WCB	835	655	27%	180
Group Medical & Life	4,510	506	791%	4,004
Pension	3,240	2,072	56%	1,168
<u>Total Salaries &amp; Benefits</u>	<u>51,661</u>	<u>30,704</u>	<u>68%</u>	<u>20,956</u>
<u>General Expenses</u>				
Travel	3,000	3,000	0%	0
Meals	0	0		0
Training & Conferences	1,800	2,000	(10%)	(200)
Membership Fees & Dues	400	500	(20%)	(100)
Office Supplies	1,000	1,000	0%	0
Meetings	0	0		0
Administration Fees	36,817	26,000	42%	10,817
Communications	2,524	3,500	(28%)	(976)
<u>Total General Expenses</u>	<u>45,541</u>	<u>36,000</u>	<u>27%</u>	<u>9,541</u>
<u>Contribution to Reserves</u>	<u>0</u>	<u>46,592</u>	<u>(100%)</u>	<u>(46,592)</u>
<b>Total Sewer Administration Expenses</b>	<b>97,202</b>	<b>113,296</b>	<b>(14%)</b>	<b>(16,095)</b>
<b><u>Sewer Collection</u></b>				
<u>Salaries &amp; Benefits</u>				
Hourly Wages	7,627	8,097	(6%)	(470)
CPP	375	393	(4%)	(18)
EI	140	158	(11%)	(18)
WCB	167	208	(20%)	(41)
Group Medical & Life	426	402	6%	24
Pension	610	560	9%	50
<u>Total Salaries &amp; Benefits</u>	<u>9,345</u>	<u>9,818</u>	<u>(5%)</u>	<u>(472)</u>



	<b>2024</b>	<b>2023</b>	<b>%</b>	<b>\$</b>
	<b>BUDGET</b>	<b>BUDGET</b>		
<u>General Expenses</u>				
Facility Insurance	387	300	29%	87
Contracted Services	0	0		0
Utilities	39,283	35,000	12%	4,283
Repairs & Maintenance	29,500	25,000	18%	4,500
Operational Supplies	0	5,000	(100%)	(5,000)
Tools & Equipment	0	0		0
<u>Total General Expenses</u>	<u>69,170</u>	<u>65,300</u>	<u>6%</u>	<u>3,870</u>
<b>Total Sewer Collection Expenses</b>	<b>78,515</b>	<b>75,118</b>	<b>5%</b>	<b>3,398</b>
 <u>Sewer Treatment</u>				
<u>Salaries &amp; Benefits</u>				
Hourly Wages	61,015	64,779	(6%)	(3,764)
CPP	3,004	3,141	(4%)	(137)
EI	1,123	1,262	(11%)	(139)
WCB	1,335	1,660	(20%)	(325)
Group Medical & Life	3,412	3,213	6%	199
Pension	4,881	4,479	9%	402
<u>Total Salaries &amp; Benefits</u>	<u>74,770</u>	<u>78,534</u>	<u>(5%)</u>	<u>(3,765)</u>
 <u>General Expenses</u>				
Facility Insurance	7,140	7,500	(5%)	(360)
Contracted Services	0	0		0
Utilities	121,421	102,000	19%	19,421
Repairs & Maintenance	77,898	50,000	56%	27,898
Operational Supplies	0	17,500	(100%)	(17,500)
Tools & Equipment	1,000	1,000	0%	0
Sewer Treatment Testing	20,000	18,000	11%	2,000
Clothing & Safety Equipment	800	2,000	(60%)	(1,200)
<u>Total General Expenses</u>	<u>228,259</u>	<u>198,000</u>	<u>15%</u>	<u>30,259</u>
<b>Total Sewer Treatment Expenses</b>	<b>303,029</b>	<b>276,534</b>	<b>10%</b>	<b>26,494</b>
 Other Solid Waste Charges	 8,142	 2,500	 226%	 5,642
 <u>Long Term Debt</u>				
Debenture Principal	44,131	55,531	(21%)	(11,400)
Debenture Interest	4,830	6,490	(26%)	(1,660)
<u>Total Long Term Debt</u>	<u>48,961</u>	<u>62,021</u>	<u>(21%)</u>	<u>(13,060)</u>
 <b>Total Expenses</b>	 <b>535,849</b>	 <b>529,469</b>	 <b>1%</b>	 <b>6,379</b>
 <b>Net Surplus (Deficit)</b>	 <b>2,077</b>	 <b>0</b>	 <b>0%</b>	 <b>2,078</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>PLANNING AND DEVELOPMENT</b>				
<b>Revenue</b>				
Planning	8,000	6,000	33%	2,000
<b>Total Revenue</b>	<b>8,000</b>	<b>6,000</b>	<b>33%</b>	<b>2,000</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Regular Wages	30,206	25,253	20%	4,953
Vacation	0	0		0
CPP	1,381	1,240	11%	141
EI	689	559	23%	130
WCB	722	722	(0%)	0
Group Medical & Life	1,998	1,588	26%	410
Pension	1,959	2,020	(3%)	(61)
<u>Total Salaries &amp; Benefits</u>	<u>36,955</u>	<u>31,382</u>	<u>18%</u>	<u>5,573</u>
<u>General Expenses</u>				
Travel	500	1,500	(67%)	(1,000)
Office Supplies	1,000	2,000	(50%)	(1,000)
Advertising	3,000	3,000	0%	0
Postage & Courier	100	100	0%	0
Legal	10,000	17,500	(43%)	(7,500)
Other Professional Fees	116,500	65,500	78%	51,000
<u>Total General Expenses</u>	<u>131,100</u>	<u>89,600</u>	<u>46%</u>	<u>41,500</u>
<b>Total Expenses</b>	<b>168,055</b>	<b>120,982</b>	<b>39%</b>	<b>47,073</b>
<b>Net Surplus (Deficit)</b>	<b>(160,055)</b>	<b>(114,982)</b>	<b>39%</b>	<b>(45,073)</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>ECONOMIC DEVELOPMENT</b>				
<b>Revenue</b>				
Federal Government Grants	0	0		0
Provincial Government Grants	0	0		0
Local Government Grants	0	0		0
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Regular wages	31,470	27,194	16%	4,276
CPP	1,502	1,351	11%	151
EI	561	602	(7%)	(41)
WCB	668	778	(14%)	(110)
Group Medical & Life	1,715	1,662	3%	53
Pension	2,518	2,176	16%	342
<u>Total Salaries &amp; Benefits</u>	<u>38,434</u>	<u>33,763</u>	<u>14%</u>	<u>4,670</u>
<u>General Expenses</u>				
Travel	1,080	200	440%	880
Training & Conferences	300	0	0%	300
Membership Fees & Dues	350	0	0%	350
Communication	1,020	0	0%	1,020
Marketing Promo & Community Dev.	9,800	5,000	96%	4,800
Advertising	0	1,000	(100%)	(1,000)
Meetings	0	0		0
Program Expenditures	0	0		0
Contracted Services	0	0		0
Operational Materials/Supplies	0	0		0
<u>Total General Expenses</u>	<u>12,550</u>	<u>6,200</u>	<u>102%</u>	<u>6,350</u>
<u>Partner Contributions</u>				
Valley Regional Enterprise Network	14,100	14,865	(5%)	(765)
Valley Community Fibre Network	3,200	3,200	0%	0
Nova Scotia Housing Authority	40,000	40,000	0%	0
<u>Total Partner Contributions</u>	<u>57,300</u>	<u>58,065</u>	<u>(1%)</u>	<u>(765)</u>
<b>Total Expenses</b>	<b>108,284</b>	<b>98,028</b>	<b>10%</b>	<b>10,255</b>
<b>Net Surplus (Deficit)</b>	<b>(108,284)</b>	<b>(98,028)</b>	<b>10%</b>	<b>(10,255)</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>VISITOR INFORMATION CENTRE</b>				
<b>Revenue</b>				
Federal Government Grants	4,000	0	0%	4,000
Provincial Government Grants	4,000	0	0%	4,000
Local Government Grants	2,000	0	0%	2,000
<b>Total Revenue</b>	<b>10,000</b>	<b>0</b>	<b>0%</b>	<b>10,000</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Hourly Wages	9,723	9,038	8%	685
CPP	370	316	17%	54
EI	222	200	11%	22
WCB	232	259	(10%)	(27)
Group Medical & Life	0	0		0
Pension	0	0		0
<u>Total Salaries &amp; Benefits</u>	<u>10,547</u>	<u>9,813</u>	<u>7%</u>	<u>735</u>
<u>General Expenses</u>				
Communications	0	1,000	(100%)	(1,000)
Utilities	893	750	19%	143
Operational Materials/Supplies	0	0		0
<u>Total General Expenses</u>	<u>893</u>	<u>1,750</u>	<u>(49%)</u>	<u>(857)</u>
<b>Total Expenses</b>	<b>11,440</b>	<b>11,563</b>	<b>(1%)</b>	<b>(122)</b>
<b>Net Surplus (Deficit)</b>	<b>(1,440)</b>	<b>(11,563)</b>	<b>(88%)</b>	<b>10,122</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>REC ADMIN</b>				
<b>Revenue</b>				
<u>Grants</u>				
Federal Government Grants	0	0		0
Provincial Government Grants	50,000	25,000	100%	25,000
Local Government Grants	12,500	12,500	0%	0
<u>Total Grants</u>	<u>62,500</u>	<u>37,500</u>	<u>67%</u>	<u>25,000</u>
<b>Total Revenue</b>	<b>62,500</b>	<b>37,500</b>	<b>67%</b>	<b>25,000</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Regular wages	111,814	98,063	14%	13,751
CPP	5,805	4,145	40%	1,660
EI	2,316	1,949	19%	367
WCB	2,104	2,520	(16%)	(416)
Group Medical & Life	1,499	12,888	(88%)	(11,389)
Pension	8,945	3,921	128%	5,024
<u>Total Salaries &amp; Benefits</u>	<u>132,483</u>	<u>123,486</u>	<u>7%</u>	<u>8,998</u>
<u>General Expenses</u>				
Travel	3,200	600	433%	2,600
Training & Conferences	2,600	1,500	73%	1,100
Membership Fees & Dues	1,400	2,500	(44%)	(1,100)
Meals	150	0	0%	150
Meetings	100	150	(33%)	(50)
Advertising	0	500	(100%)	(500)
Communications	540	250	116%	290
<u>Total General Expenses</u>	<u>7,990</u>	<u>5,500</u>	<u>45%</u>	<u>2,490</u>
<u>Community Events &amp; Festivals</u>				
General Events & Festivals	26,620	0	0%	26,620
Apple Blossom	0	600	(100%)	(600)
Christmas	0	1,500	(100%)	(1,500)
Canada Day	0	150	(100%)	(150)
Halloween	0	500	(100%)	(500)
Yard Sale	0	100	(100%)	(100)
Easter	0	500	(100%)	(500)
Volunteer Week	0	1,000	(100%)	(1,000)
Gala Days	0	10,000	(100%)	(10,000)
Bike Rodeo	0	0		0
Winter Carnival	0	500	(100%)	(500)
Garden Plots	0	500	(100%)	(500)
Concert Series	0	3,400	(100%)	(3,400)
Box Cars	0	2,000	(100%)	(2,000)
<u>Total Community Events</u>	<u>26,620</u>	<u>20,750</u>	<u>28%</u>	<u>5,870</u>
<b>Total Expenses</b>	<b>167,093</b>	<b>149,736</b>	<b>12%</b>	<b>17,358</b>
<b>Net Surplus (Deficit)</b>	<b>(104,593)</b>	<b>(112,236)</b>	<b>(7%)</b>	<b>7,642</b>

	2024 BUDGET	2023 BUDGET	%	\$
<b>REC PROGRAMMING</b>				
<b>Revenue</b>				
Misc Recreation Program Revenue	1,280	16,200	(92%)	(14,920)
Summer Day Camp	30,000	33,750	(11%)	(3,750)
After School Program	61,500	60,750	1%	750
Adult Programs	960	0	0%	960
Pickleball	1,800	0	0%	1,800
<u>Total Revenue</u>	<u>95,540</u>	<u>110,700</u>	<u>(14%)</u>	<u>(15,160)</u>
<u>Grants</u>				
Federal Government Grants	16,000	10,080	59%	5,920
Provincial Government Grants	3,750	0	0%	3,750
Local Government Grants	11,000	11,000	0%	0
<u>Total Grants</u>	<u>30,750</u>	<u>21,080</u>	<u>46%</u>	<u>9,670</u>
<b>Total Revenue</b>	<b>126,290</b>	<b>131,780</b>	<b>(4%)</b>	<b>(5,490)</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Regular Wages	27,690	24,861	11%	2,829
After School Program Wages	49,340	34,100	45%	15,240
Summer Camp Wages	29,908	23,330	28%	6,578
CPP	4,780	2,654	80%	2,126
EI	2,440	1,649	48%	791
WCB	2,556	2,133	20%	423
Group Medical & Life	3,085	2,209	40%	876
Pension	2,215	994	123%	1,221
<u>Total Salaries &amp; Benefits</u>	<u>122,014</u>	<u>91,930</u>	<u>33%</u>	<u>30,085</u>
<u>General Expenses</u>				
Communication	1,080	100	980%	980
<u>Total General Expenses</u>	<u>1,080</u>	<u>100</u>	<u>980%</u>	<u>980</u>
<u>Program Expenditures</u>				
General Program Expenditures	2,750	10,000	(73%)	(7,250)
Summer Day Camp	1,800	0	0%	1,800
After School Program	1,500	0	0%	1,500
Adult Program	2,700	0	0%	2,700
Pickleball	0	0	0%	0
<u>Total Program Expenditures</u>	<u>8,750</u>	<u>10,000</u>	<u>(13%)</u>	<u>(1,250)</u>
<b>Total Expenses</b>	<b>131,844</b>	<b>102,030</b>	<b>29%</b>	<b>29,815</b>
<b>Net Surplus (Deficit)</b>	<b>(5,554)</b>	<b>29,750</b>	<b>(119%)</b>	<b>(35,305)</b>

	<b>2024</b>	<b>2023</b>		
<b>FITNESS CENTRE</b>	<b>BUDGET</b>	<b>BUDGET</b>	<b>%</b>	<b>\$</b>
<b>Revenue</b>				
Membership Sales	131,712	80,000	65%	51,712
Personal Training	8,000	0	0%	8,000
Common BDCA	4,000	0	0%	4,000
Fitness Classes	0	0		0
<b>Total Revenue</b>	<b>143,712</b>	<b>80,000</b>	<b>80%</b>	<b>63,712</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Regular Wages	93,763	95,446	(2%)	(1,683)
CPP	4,954	4,842	2%	112
EI	2,140	2,111	1%	29
WCB	2,241	2,730	(18%)	(489)
Group Medical & Life	7,828	7,417	6%	411
Pension	6,499	5,431	20%	1,068
<u>Total Salaries &amp; Benefits</u>	<u>117,425</u>	<u>117,977</u>	<u>(0%)</u>	<u>(552)</u>
<u>General Expenses</u>				
Travel	0	0		0
Training & Conferences	0	650	(100%)	(650)
Communications & Cable	2,100	2,800	(25%)	(700)
Advertising	250	600	(58%)	(350)
Insurance	750	600	25%	150
Contracted Services	0	10,000	(100%)	(10,000)
Personal Trainers	9,800	3,000	227%	6,800
Utilities	10,714	9,000	19%	1,714
Shared Expenses	9,000	8,000	13%	1,000
Operational Supplies	5,900	5,000	18%	900
Repairs & Maintenance	2,500	2,000	25%	500
<u>Total General Expenses</u>	<u>41,014</u>	<u>41,650</u>	<u>(2%)</u>	<u>(637)</u>
<b>Total Expenses</b>	<b>158,439</b>	<b>159,627</b>	<b>(1%)</b>	<b>(1,189)</b>
<b>Net Surplus (Deficit)</b>	<b>(14,727)</b>	<b>(79,627)</b>	<b>(82%)</b>	<b>64,901</b>

	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<b>PARKS &amp; FACILITIES</b>				
<b>Revenue</b>				
Facility Rentals	4,660	4,000	17%	660
<u>Grants</u>				
Federal Government Grants	5,720	14,313	(60%)	(8,593)
Provincial Government Grants	13,224	0	0%	13,224
Local Government Grants	0	0		0
<u>Total Grants</u>	<u>18,944</u>	<u>14,313</u>	<u>32%</u>	<u>4,631</u>
<b>Total Revenue</b>	<b>23,604</b>	<b>18,313</b>	<b>29%</b>	<b>5,291</b>
<b>Expenses</b>				
<u>Salaries &amp; Benefits</u>				
Hourly Wages	25,169	38,994	(35%)	(13,825)
CPP	1,755	1,425	23%	330
EI	913	863	6%	50
WCB	956	1,115	(14%)	(159)
Group Medical & Life	0	0		0
Pension	0	0		0
<u>Total Salaries &amp; Benefits</u>	<u>28,793</u>	<u>42,397</u>	<u>(32%)</u>	<u>(13,605)</u>
<u>General Expenses</u>				
Travel	333	100	233%	233
Communications	250	250	0%	0
Facility Insurance	5,511	4,200	31%	1,311
Utilities	1,456	5,000	(71%)	(3,544)
Tools & Equipment	6,000	3,000	100%	3,000
Safety Supplies	600	1,000	(40%)	(400)
<u>Total General Expenses</u>	<u>14,150</u>	<u>13,550</u>	<u>4%</u>	<u>600</u>
<u>Repairs &amp; Maintenance</u>				
General Repairs & Maintenance	5,000	2,000	150%	3,000
Ballfields Maintenance	6,200	2,200	182%	4,000
Tennis Courts Maintenance	300	300	0%	0
Splash Pad Maintenance	2,000	1,000	100%	1,000
Rainforth Park Maintenance	2,000	1,500	33%	500
Centennial Park Maintenance	4,000	2,000	100%	2,000
Spicer Park Maintenance	0	1,000	(100%)	(1,000)
Chute Park Maintenance	1,000	2,000	(50%)	(1,000)
Trails Maintenance	3,500	1,500	133%	2,000
Carol's Place Maintenance	9,800	1,500	553%	8,300
<u>Total Repairs &amp; Maintenance</u>	<u>33,800</u>	<u>15,000</u>	<u>125%</u>	<u>18,800</u>



	<b>2024 BUDGET</b>	<b>2023 BUDGET</b>	<b>%</b>	<b>\$</b>
<u>Vehicle Expenses</u>				
Vehicle Insurance	2,524	2,000	26%	524
Fuel	3,500	3,500	0%	0
Vehicle Maintenance	800	8,500	(91%)	(7,700)
2019 GMC Sierra V-18	0	0		0
2017 Kubota 0-Turn Mower V-35	0	0		0
2018 HMD Utility Trailer V-25 (Water Tank)	0	0		0
2019 Kubota Zero Turn V-35	0	0		0
Kubota Zero Turn V-37	0	0		0
2018 Kubota Tractor V-24	0	0		0
1996 Float Trailer V-40	0	0		0
<u>Total Vehicle Expenses</u>	<u>6,824</u>	<u>14,000</u>	<u>(51%)</u>	<u>(7,176)</u>
<u>Long Term Debt</u>				
Principal	18,150	18,150	0%	0
Interest	8,327	8,706	(4%)	(379)
<u>Total Long Term Debt</u>	<u>26,477</u>	<u>26,856</u>	<u>(1%)</u>	<u>(379)</u>
<u>Partner Contributions</u>				
Annapolis Valley Regional Library	17,400	17,400	0%	0
<u>Total Partner Contributions</u>	<u>17,400</u>	<u>17,400</u>	<u>0%</u>	<u>0</u>
<b>Total Expenses</b>	<b>127,444</b>	<b>129,203</b>	<b>(1%)</b>	<b>(1,759)</b>
<b>Net Surplus (Deficit)</b>	<b>(103,840)</b>	<b>(110,890)</b>	<b>(6%)</b>	<b>7,050</b>

**TOWN OF BERWICK**

**TAX RATE RESOLUTION  
2023/24**

**BE IT RESOLVED THAT** the Council of the Town of Berwick estimates that the sum required for the lawful purposes of the Town for the year 2023/24, after crediting probable revenues from all sources, is the sum of \$6,013,774 and;

**FURTHER RESOLVED** that the Town Council hereby authorizes the levying and collection of a rate for the current year of **\$3.900 per \$100** on the value of the property assessed in the assessment roll as **Commercial property** and **\$1.588 per \$100** on the value of the property assessed in the assessment roll as **Residential or Resource property**, these being the rates the Council deems sufficient to raise the sum to defray the expenditures of the Town for the current year and;

**FURTHER RESOLVED** that the rates and taxes be due and payable on the 31<sup>st</sup> day October,2023 and;

**FURTHER RESOLVED** that a compounded interest rate of 1.5% per month, be charged on the 2023/24 final tax bills still outstanding after October 31<sup>st</sup>, 2023.

Passed in open Council this 21st day of March 2023.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a resolution of the Council of the Municipal Corporation of the TOWN of BERWICK passed at a meeting of said Council duly called and held on 21<sup>st</sup> day of March A.D. 2023 at which a quorum of the Council was present and voting.

\_\_\_\_\_  
CLERK

# REQUEST FOR DECISION

## RFD004-2023: 2023/24 5-Year Capital Investment Plan



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**To:** Town Council  
**From:** Director of Finance  
**Date:** March 21, 2023  
**Subject:** 2023/24 5-Year Capital Investment Plan

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### **References/Attachments**

- Draft 2023/24 5 Year Capital Investment Plan V1
- Draft 2023/24 5 Year Capital Investment Plan V2
- Draft 2023/24 5 Year Capital Investment Plan V3

### **Legislation**

- MGA Section 65
- Municipal Funding Agreement for the Transfer of Canada Community Building Funds.

### **Recommendation**

That Council approve the 2023/24 5 Year Capital Investment Plan as presented.

### **Background**

version 1 of Berwick's draft 5 Year Capital Investment Plan (CIP) was presented to Council on February 14<sup>th</sup>. This plan included a list of capital projects and staff sought feedback from Council to incorporate into the draft version 2 (V2) of the CIP. Staff presented V2 to Council on February 28<sup>th</sup>, 2023, with assigned funding sources to the plan. Since that time, management have made two changes to the CIP based on additional information provided in discussion with our engineering consultant.

The first change was the estimated cost of updating the Stormwater Management Study, which resulted in moving it from the 2023/24 operating budget to the capital budget. Given the scope, the cost is estimated at \$50,000. Management is proposing funding 50% with a Flood Mitigation Grant, with the balance from operating reserves.

The second change is to reassign the Maple Avenue Sidewalk project to year 2 (2024/25) of the CIP. The new sidewalk included a storm water component, which may be impacted by the storm water management study. Therefore, the project has been moved to year 2 to allow proper review of additional design elements, particularly pertaining to the storm water component. To-date approximately \$2,500 was spent on the design of the Maple Avenue Sidewalk project.

These changes have been incorporated into the draft 2023/24 5 Year Capital Investment Plan and staff is pleased to present this funded CIP for Council's consideration and approval. The proposed year 1 of the CIP includes a total investment of \$12,335,010 and a draft 5-

# REQUEST FOR DECISION

## RFD004-2023: 2023/24 5-Year Capital Investment Plan



Year collective investment of \$21,472,510.

### **Financial Implications**

The 5 Year Capital Investment Plan assists Berwick with preparing current and future capital needs.

### **Priority Alignment**

<b>Check Applicable</b>	<b>Strategic Priority Area</b>	<b>Comments</b>
X	Economic	
	Environmental	
	Social	
	Cultural	

### **Community Engagement/Communication**

A public budget engagement session was held on February 21<sup>st</sup>, 2023, and the [info@berwick.ca](mailto:info@berwick.ca) email is continuously reviewed for feedback.

All budget information is posted on Berwick’s website at: [Berwick.ca/2023-24budget](http://Berwick.ca/2023-24budget).

### **CAO Comments**

Although this is a five-year plan, Council’s approval is a commitment to proceed with projects identified in year 1. Long-term, as Council and staff become more familiar with this process and validate the asset management data, years two to five should not change much as they move towards becoming year 1. This document will help communicate the Town’s vision and long-term plan to the public and seek strategic funding opportunities to maximize the Town’s capital investments.

CAO Initials: JB

Targeted Decision Date: March 21, 2023



Project Name	Project Description	Estimated Total Project Cost	Exp Segment	2024/25 Project Cost	Mun Source Amt	Mun Source Code	Prov Grant Amt	Prov Code	Fed Grant Amt	Fed Code	Oth Sources Amt	Oth Source Code	Long Term Borrow Amt	Long Term Code	Cum. Project Cost to Date	Comments
Free Board WWTP	Gravel to build up free board- build section across north side middle	10,000	Environmental Health	10,000	10,000	10-Sewer Capital Reserve										
WWTP	Dillon to provide info - New Sand Filter/Blowers Phase 1	1,500,000	Environmental Health	1,500,000			495,000	13-DMA-New BCF	600,000	23-New BCF			405,000	icipal Finance Corp- General		ICIP- funding dependent
Centennial Park	New building and washrooms with additional rec. equipment storage; Accessible 5 ft. paved walk-way from Union St. to gazebo (crusher dust is \$11K); accessible gazebo; trail	209,500	Recreation and Culture	209,500			69,135	17-Other**					140,365	icipal Finance Corp- General		1/3 Recreation Facility Development Grant up to \$150K
Downtown Streetscape	Develop plan	80,000	Recreation and Culture	80,000	40,000	04-Operating Fund Reserve			40,000	25-Other**						50% ACOA Only move forward if significant amount of funding becomes available; limited user group/usage
Brown St. Baseball Field Lights	Install lighting at Brown St. ball fields	100,000	Recreation and Culture	100,000							100,000	37-Other**				
Storm Water Upgrades	Storm Water Upgrades per plan tbd	50,000	Transportation	50,000					50,000	21-CCBF						
Transportation Plan	Review Town	50,000	Transportation	50,000	15,000	04-Operating Fund Reserve			35,000	25-Other**						Active Transportation Grant 70%
Backhoe	2013 Backhoe replacement	180,000	Transportation	180,000					25,000	21-CCBF			180,000	icipal Finance Corp- General		
Sidewalk Replacement	TBD per sidewalk replacement plan	25,000	Transportation	25,000												
Maple Avenue Sidewalk	Replace 470 metres of sidewalk, storm drainage and install new curb, connecting point from trails to PW (Cottage St to South St.) incl. storm drains	260,000	Transportation	260,000					260,000	21-CCBF						
<b>TOTAL</b>		<b>2,464,500</b>		<b>2,464,500</b>	<b>65,000</b>		<b>564,135</b>		<b>1,010,000</b>		<b>100,000</b>		<b>725,365</b>			-

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Project Name	Project Description	Estimated Total Project Cost	Exp Segment	2023/24 Project Cost	Mun Source Amt	Mun Source Code	Prov Grant Amt	Prov Code	Fed Grant Amt	Fed Code	Oth Sources Amt	Oth Source Code	Long Term Borrow Amt	Long Term Code	Cum. Project Cost to Date	Comments
Free Board WWTP Cell #2	Gravel to build up free board- build section TBD	10,000	Environmental Health	10,000	10,000	10-Sewer Capital Reserve										
Portable Pumper Truck	Aeration	368,000	Environmental Health	368,000												
	Replace 1994 Portable pumper truck	400,000	Protective Services	310,000	30,000	10-Fire Equipment Capital Reserve					155,000	37-Other**	368,000	Icipal Finance Corp- General		Fire Commission
Jijuktu'kwejk Trail	Trail from Fire Hall to Natural Stormwater Ponds	50,000	Recreation and Culture	50,000	25,000	10-Open Space Capital Reserve					25,000	37-Other**				Grant
	Spicer Park Trail	10,000	Recreation and Culture	10,000	6,700	10-General Capital Reserve	3,300	17-Other**								
Downtown Streetscape	Implementation of Phase 1	250,000	Recreation and Culture	250,000					125,000	25-Other**						50% Grant Funding (ACOA/Federal up to 66% total)
Bus Shelters	Kings Mutual, GVM, Main St. Video	45,000	Transportation	15,000					125,000	21-CCBF						
Sidewalk Replacement	TBD per sidewalk replacement plan	25,000	Transportation	25,000					15,000	21-CCBF						
	<b>TOTAL</b>	<b>1,158,000</b>		<b>1,038,000</b>	<b>196,700</b>		<b>3,300</b>		290,000		<b>180,000</b>		<b>368,000</b>			-

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Project Name	Project Description	Estimated Total Project Cost	Exp Segment	2023/24 Project Cost	Mun Source Amt	Mun Source Code	Prov Grant Amt	Prov Code	Fed Grant Amt	Fed Code	Oth Sources Amt	Oth Source Code	Long Term Borrow Amt	Long Term Code	Cum. Project Cost to Date	Comments
Free Board WWTP	Gravel to build up free board- build section TBD	10,000	Environmental Health	10,000	10,000	10-Sewer Capital Reserve										
Cottage Street Sewer Upgrades	Corner of Commercial St. to Veteran's Dr.	383,600	Environmental Health	383,600	151,000	10-Sewer Capital Reserve	191,800	11-DMA-PCAP								
Cottage Street Sewer Upgrades	Corner of Commercial St. to Veteran's Dr.	383,600	Environmental Health	383,600	40,800	10-General Capital Reserve	191,800									
Rainforth Park	Parking Lot	200,000	Recreation and Culture	200,000							200,000	37-Other**				Grant Dependent
Cottage Street Road	Corner of Commercial St. to Veteran's Dr.	373,500	Transportation	373,500					373,500	21-CCBF						
Fleet	1993 Low Bed Trailer (Haul machinery)	10,000	Transportation	10,000	10,000	10-Equipment Capital Reserve										
Sidewalk Replacement	TBD per sidewalk replacement plan	25,000	Transportation	25,000					25,000	21-CCBF						
<b>TOTAL</b>		<b>1,385,700</b>		<b>1,385,700</b>	<b>211,800</b>		<b>383,600</b>		<b>398,500</b>		<b>200,000</b>		<b>-</b>		<b>-</b>	

Project Name	Project Description	Estimated Total Project Cost	Exp Segment	2027/28 Project Cost	Mun Source Amt	Mun Source Code	Prov Grant Amt	Prov Code	Fed Grant Amt	Fed Code	Oth Sources Amt	Oth Source Code	Long Term Borrow Amt	Long Term Code	Cum. Project Cost to Date	Comments
Free Board WWTP	Gravel to build up free board- build section TBD	10,000	Environmental Health	10,000	10,000	10-Sewer Capital Reserve										
Foster Street Sewer Upgrades	Main St. to Mill St.	1,150,800	Environmental Health	1,150,800			379,764	13-DMA-New BCF	460,320	23-New BCF						
Rainforth Basketball Court	Expand current court to full-size court	100,000	Recreation and Culture	100,000									100,000	icipal Finance Corp- General		ICIP- funding dependent
Fleet	1996 Float Trailer (Parade Float)	10,000	Transportation	10,000	10,000	10-Equipment Capital Reserve										
Foster Street Road	Main St. to Mill St.	1,120,500	Transportation	1,120,500									1,431,216	45-Other**		
Sidewalk Replacement	TBD per sidewalk replacement plan	25,000	Transportation	25,000					25,000	21-CCBF						
<b>TOTAL</b>		<b>4,529,300</b>		<b>2,416,300</b>	<b>20,000</b>		<b>379,764</b>		<b>485,320</b>				<b>1,531,216</b>			

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5 YEAR CAPITAL INVESTMENT PLAN-  
FUNDING SOURCES

Year	General Capital	Open Space	Equipment	Fire Equipment	CCBF (Gas Tax)	Sewer Operating	Sewer Capital	Operating Reserves	Capital Out of				Debt	Total
									General Operating	Prov Grant	Fed Grant	Other		
2023/24	90,750	-	13,000	21,333	90,010	85,000	-	47,500	-	251,250	7,840,820	339,167	3,246,180	<b>12,025,010</b>
2024/25	-	-	-	-	335,000	-	10,000	55,000	-	564,135	675,000	100,000	725,365	<b>2,464,500</b>
2025/26	131,700	25,000	-	30,000	165,000	-	10,000	-	-	3,300	125,000	180,000	368,000	<b>1,038,000</b>
2026/27	40,800	-	10,000	-	398,500	-	161,000	-	-	191,800	-	200,000	-	<b>1,002,100</b>
2027/28	-	-	10,000	-	25,000	-	10,000	-	-	379,764	460,320	-	1,531,216	<b>2,416,300</b>
<b>Total</b>	<b>\$ 263,250</b>	<b>\$ 25,000</b>	<b>\$ 33,000</b>	<b>\$ 51,333</b>	<b>\$ 1,013,510</b>	<b>\$ 85,000</b>	<b>\$ 191,000</b>	<b>\$ 102,500</b>	<b>\$ -</b>	<b>\$ 1,390,249</b>	<b>\$ 9,101,140</b>	<b>\$ 819,167</b>	<b>\$ 5,870,761</b>	<b>\$ 18,945,910</b>

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RESERVE BALANCE FORECAST

	2021/22 Final Unaudited	2022/23 End. Unaudited	Addition	Utilized	2023/24 End Forecast	Addition	Utilized	2024/25 End Forecast	Addition	Utilized	2025/26 End Forecast	Addition	Utilized	2026/27 End Forecast	Addition	Utilized	2027/28 End Forecast	
<b>CAPITAL RESERVE FUNDS</b>																		
General Capital	337,269	155,596		90,750	64,846	101,530	-	166,376		131,700	34,676		40,800	(6,124)		-	(6,124)	
Open Space	-	15,400		-	15,400		-	15,400	10,000	25,000	400	10,000	-	10,400		-	10,400	
Equipment	70,175	70,175		13,000	57,175	5,005	-	62,180		-	62,180		10,000	52,180		10,000	42,180	
Fire Equipment	87,000	61,237		21,333	39,904	5,005	-	44,909		30,000	14,909		-	14,909		-	14,909	
CCBF (Gas Tax)	518,769	624,354	158,791	90,010	693,135	158,791	335,000	516,926	158,791	165,000	510,717	158,791	398,500	271,008	158,791	25,000	404,799	
Sewer Capital	68,285	-		-	-	81,460	10,000	71,460	50,000	10,000	111,460	50,000	161,000	460	50,000	10,000	40,460	
<b>CAPITAL RESERVE BALANCE</b>	<b>1,081,498</b>	<b>926,762</b>	<b>158,791</b>	<b>215,093</b>	<b>870,460</b>	<b>351,791</b>	<b>345,000</b>	<b>877,251</b>	<b>218,791</b>	<b>361,700</b>	<b>734,342</b>	<b>218,791</b>	<b>610,300</b>	<b>342,833</b>	<b>208,791</b>	<b>45,000</b>	<b>506,624</b>	
<b>OPERATING RESERVE FUNDS</b>																		
Operating Reserves	830,067	830,067		47,500	782,567		-	782,567		-	782,567		-	782,567		-	782,567	
Sewer Operating	138,689	92,462		85,000	7,462	7,000	-	14,462		-	14,462		-	14,462		-	14,462	
<b>OPERATING RESERVE BALANCE</b>	<b>968,756</b>	<b>922,529</b>	<b>-</b>	<b>132,500</b>	<b>790,029</b>	<b>7,000</b>	<b>-</b>	<b>797,029</b>	<b>-</b>	<b>-</b>	<b>797,029</b>	<b>-</b>	<b>-</b>	<b>797,029</b>	<b>-</b>	<b>-</b>	<b>797,029</b>	
<b>TOWN GENERAL</b>	<b>2,050,254</b>	<b>1,849,291</b>	<b>158,791</b>	<b>347,593</b>	<b>1,660,489</b>	<b>358,791</b>	<b>345,000</b>	<b>1,674,280</b>	<b>218,791</b>	<b>361,700</b>	<b>1,531,371</b>	<b>218,791</b>	<b>610,300</b>	<b>1,139,862</b>	<b>208,791</b>	<b>45,000</b>	<b>1,303,653</b>	
<b>SAFE RESTART RESERVE BALANCE</b>																		
Safe Restart	380,386	311,024		19,300	291,724		-	291,724		-	291,724		-	291,724		-	291,724	
<b>SAFE RESTART RESERVE BALANCE</b>	<b>380,386</b>	<b>380,386</b>	<b>-</b>	<b>19,300</b>	<b>291,724</b>	<b>-</b>	<b>-</b>	<b>291,724</b>	<b>-</b>	<b>-</b>	<b>291,724</b>	<b>-</b>	<b>-</b>	<b>291,724</b>	<b>-</b>	<b>-</b>	<b>291,724</b>	

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# REQUEST FOR DECISION

## RFD005-2023 VREN IMSA Approval



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**To:** Town Council  
**From:** Jen Boyd, CAO  
**Date:** March 21, 2023  
**Subject:** Valley REN IMSA Approval

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### **References/Attachments**

- Proposed Valley REN IMSA, March 3, 2023

### **Legislation**

Section 60 of the *Municipal Government Act*.

### **Recommendation**

That Council authorize the Mayor and CAO to executive the attached Valley Regional Enterprise Network Intermunicipal Services Agreement, effective April 1, 2023.

### **Background**

In November 2022, Council passed a motion to remain a member of the Valley REN with intentions to approve the proposed Valley REN IMSA once the funding formula and allocations were finalized.

It was confirmed in February that all current parties to the Valley REN IMSA, and the addition of the Town of Wolfville, have passed motions to remain/join the Valley REN IMAS, effective April 1, 2023. There were concerns expressed by West Hants around the proposed withdrawal notice period being too long and requested it be reduced from thirty-six months to twenty-four.

On March 3rd the IMSA Working Group met to review this request and considered a few additional points for clarification. Proposed changes since Council reviewed the draft in November include:

- Parties can now withdraw by giving 24 months written notice to the other Parties.
- Once notice is given it can't be withdrawn, renewed, or extended.
- A party may re-join in the future subject to the provisions of the agreement (requires all existing Parties to consent) and if a one-time payment of an additional base fee amount is made.
- The dispute mechanism clause was amended to provide clarity that it applies to all disputes, not just budget (please note that this clause is being reviewed by legal and the wording may change slightly but the intent will remain the same)
- Clarification was made that if any Village joined the Valley REN in the future they would be treated in the same manner as our First Nations partners in that the base

**REQUEST FOR DECISION**  
**RFD005-2023 VREN IMSA Approval**



fee amount would be their financial contribution.

- Schedule A – the funding formula has been added.

Staff is requesting that Council approve the attached Valley REN IMSA and authorize the Mayor and CAO to execute the Agreement, effective April 1, 2023.

**Financial Implications**

The existing funding formula remains unchanged. The existing funding formula has three factors: base amount, uniform assessment, and population. Together these factors determine the annual contribution made by each Party totaling \$295,183.

<b>Party</b>	<b>Total Party 2023/2024 Funding</b>	<b>Total Party %</b>
Berwick	13,956.15	4.7%
Glooscap	7,500.00	2.5%
Kentville	27,014.95	9.2%
Middleton	12,181.90	4.1%
West Hants	62,257.10	21.1%
Kings County	148,034.61	50.2%
Wolfville	24,238.29	8.2%
<b>Totals</b>	<b>295,183.00</b>	<b>100.0%</b>

Any First Nations or Village party’s total funding contribution will be limited to the Base Fee (\$7,500).

The 2023/24 Operating Budget includes the funding identified in the table above.

**Community Vision Statement Alignment**

<b>Check Applicable</b>	<b>Strategic Priority Area</b>	<b>Comments</b>
X	Economic	Supports economic development initiatives, business growth and support, workforce development, tourism, etc.
	Environmental	
	Social	

**REQUEST FOR DECISION  
RFD005-2023 VREN IMSA Approval**



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	Cultural	
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**Alternatives**

- Council can decide not to join the Valley REN per the draft IMSA.
- Council can recommend further changes to the proposed IMSA for consideration by the other Parties.

**Community Engagement/Communication**

N/A

**CAO Comments**

The CAO supports approving the Valley REN IMSA and authorizing the Mayor and CAO to execute the Agreement.

CAO Initials:   JB  

Target Decision Date:   March 21, 2023

**THIS INTERMUNICIPAL SERVICE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**GLOOSCAP FIRST NATION**, a body corporate, pursuant to section 2(1) of the Indian Act;

**(hereafter, “Glooscap”)**

**TOWN OF BERWICK**, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

**(hereafter, “Berwick”)**

-and-

**TOWN OF KENTVILLE**, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

**(hereafter, “Kentville”)**

-and-

**MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate pursuant to Section 7 *Municipal Government Act*, S.N.S., 1998 c.18:

**(hereafter, “Kings”)**

-and-

**TOWN OF MIDDLETON**, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

**(hereafter, “Middleton”)**

-and-

**TOWN OF WOLFVILLE**, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

**(hereafter, “Wolfville”)**

-and-

**WEST HANTS REGIONAL MUNICIPALITY**, a municipal body corporate pursuant to *West Hants Regional Municipality Act*, S.N.S., 2018 c.26;

**(hereafter, “West Hants”)**

(collectively, the parties)

**WHEREAS** the parties, together with various agencies and departments of the Provincial and Federal Governments, are partners in regional economic development; and

**WHEREAS** the parties wish to develop regional economic development strategies that consider assets, the business community, sector strengths, regional opportunities, and the priorities of the Province and the parties; and

**WHEREAS** the parties agree that Regional Enterprise Networks (RENs) are best positioned to navigate and guide regional economic development in Nova Scotia, while supporting business growth and retention in communities; and

**WHEREAS** section 60 of the *Municipal Government Act* (MGA) provides authority for municipalities to enter into agreements with other municipalities, band councils pursuant to the *Indian Act* (Canada), villages, service commissions, the Government of the Province of Nova Scotia or of Canada, to provide or administer municipal services on such terms and conditions as the parties may agree, and to delegate responsibility for the same to a body corporate; and

**WHEREAS** economic development is a service which municipalities in Nova Scotia are authorized to provide under the MGA; and

**WHEREAS** the parties established a REN, Valley Regional Enterprise Network (Valley REN) as a body corporate on 17 June 2014 and assigned it with guiding economic development in their region; and

**WHEREAS** the parties wish to update the terms and conditions for the continuation of the Valley REN, and for certain matters related thereto;

**NOW THEREFOR THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **DEFINITIONS**

1. In this Agreement:

- a) Annual Business Plan means the annual operational plan for a forthcoming Fiscal Year that has been developed by the Valley REN Chief Executive Officer (CEO) with input from and being approved by the Board of Directors, with said plan containing Core Program activities and Special Projects that align with the priorities of the parties, the Regional Strategy, and those included within the Provincial Annual Outcome Agreement;
- b) Audit Committee means the audit committee for the Valley REN, as appointed pursuant to provision 51 of this Agreement;
- c) Auditor means a registered municipal auditor pursuant to section 457 MGA who is appointed by the Board of Directors of the Valley REN;
- d) Board of Directors means the governing body charged with the performance and fiduciary responsibilities of the Valley REN;
- e) Capital Costs means the amount expended by the Valley REN for equipping and fixturing of offices, which by general practice would form part of Capital Assets as defined by the Canadian Institute of

Chartered Accountants or the Public Sector Accounting Board, or any successor institutes. For greater certainty, the Valley REN, in the absence of the written agreement of the parties hereto, is not permitted to acquire either Tangible or Intangible Capital Assets which individually have a value in excess of \$25,000;

- f) Contribution Agreement means the funding agreement executed between the Province and the Valley REN with said Agreement containing the Provincial Outcome Agreement as a related Schedule;
- g) Fiscal Year means the 12-month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- h) FRAM means the Financial Reporting and Accounting Manual as prescribed by the MGA;
- i) Funders means the parties and the Provincial departments contributing to the annual operating requirements of the Valley REN;
- j) GAAP means Canadian Generally Accepted Accounting Principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied consistently;
- k) Liaison and Oversight Committee (herein referred to as the LOC) means a committee established to represent the Funders;
- l) Operating Costs means the costs associated with operating and administering the Valley REN;
- m) Province means His Majesty the King in right of the Province of Nova Scotia;
- n) PSAS means the Public Sector Accounting Standards developed and maintained by the Public Sector Accounting Board of Canada;
- o) Regional Strategy means the Regional Economic Development Strategy formulated by the Valley REN that has been received by the parties to guide the Valley REN annual business planning and to allow the Funders to measure REN progress over a four-year period; and
- p) Uniform Assessment means the same as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, for the coming fiscal year.

#### **EFFECT**

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 17 June 2014 Valley REN Intermunicipal Service Agreement. This Agreement shall be filed with the Registrar of Joint Stock Companies to confirm the terms upon which the body corporate has been established and governed pursuant to section 60 MGA.
3. The parties agree that the body corporate shall continue to be known as the Valley Regional Enterprise Network (Valley REN).
4. The parties, LOC, and Board of Directors acknowledge that disclosure of documentation, records and information in the possession of the Valley REN shall be subject to the *Freedom of Information and Protection of Privacy Act*, 1993, c.5.

5. Pursuant to section 3(ar) MGA, the Valley REN shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12, Municipal Conflict of Interest Act, R.S. c. 299, the Conflict of Interest Act, 2010, c. 35, and the Labour Standards Code, R.S. c. 246.*

## **GOVERNANCE**

### **Parties**

6. Any amendments to this Intermunicipal Service Agreement (IMSA) shall be attended in writing and executed by all parties. The parties further agree to conduct a review of this IMSA at minimum every four years from the date of execution.
7. A municipality, village, or band council pursuant to the *Indian Act (Canada)* that is not party to this Agreement may, with the unanimous consent of the parties, join the Valley REN.

### **Board of Directors**

8. The Board of Directors shall be responsible to:
  - a. Oversee the development and implementation of the Regional Strategy;
  - b. Establish and approve an Annual Business Plan and Budget that meets the objectives of the Regional Strategy and Core Program activities and any approved Special Project(s) by March 1 of every year;
  - c. Deliver an annual report and annual audited financial statements to the LOC by June 30 each year;
  - d. Conduct an Annual General Meeting of the Valley REN on or before June 30 of each year;
  - e. Steward the financial health of the Valley REN by ensuring strong financial management skills and appropriate internal controls;
  - f. Conduct an annual organizational evaluation to appraise its performance and efficiency;
  - g. Develop and follow a recruitment and nomination process for the Board of Directors composition for consideration by the LOC;
  - h. Meet with the LOC at least twice annually to report on all activities of the Valley REN;
  - i. Create and publish the CEO position description;
  - j. Develop and execute a CEO employment contract that establishes the terms of appointment with said contract including, without limitation, the terms of the CEO performance evaluation;
  - k. Request, review, and approve policies for the Valley REN; and
  - l. Review and approve Contribution Agreements, and direct the Chair of the Board of Directors and the CEO to execute same on behalf of the Valley REN, subject to the approval of the LOC.

9. The Board of Directors shall set the salary range of the CEO that is industry comparable, compliant with the Provincial Contribution Agreement, and is in the long-term interest of the Valley REN.
10. The Board of Directors has the power to remove the CEO subject to employment contract provisions.
11. The Board of Directors shall comprise a minimum of eight and a maximum of 12 business and community leaders.
12. Members of the Board of Directors serving, as at the date of this Agreement, shall remain in office in accordance with their appointment terms.
13. New members of the Board of Directors shall be approved by the LOC in accordance with the Board's Terms of Reference, except when a new member is completing the term of a member who has resigned or whose position is vacated mid-term.
14. The Board of Directors has authority to establish committees, one of which shall be the Audit Committee.
15. The Board of Directors shall, as part of the Valley REN Annual General Meeting, appoint a Chair and Vice-Chair from amongst their members.
16. The Board of Directors shall establish written position descriptions for the Chair and Vice-Chair.
17. The Board of Directors shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.

#### **Liaison and Oversight Committee (LOC)**

18. The LOC shall comprise:
  - I. the Chief or Mayor of each of the parties, or a designate approved by their Councils, and may include a staff member of Glooscap; and
  - II. a staff member(s) appointed as a representative of the Provincial department(s) pursuant to the Contribution Agreement between the Province and the Valley REN.
19. Notwithstanding 18 (I), the Chief Administrative Officer (CAO), or Senior Staff member of Glooscap or their designate, can participate in LOC meetings as a non-voting member.
20. The CEO shall participate in LOC meetings as a non-voting member.
21. The LOC shall be responsible to:
  - a) approve all appointments to the Board of Directors;
  - b) prepare and adopt position descriptions for the LOC Chair and Vice-Chair;
  - c) approve and monitor the implementation of the Regional Strategy;
  - d) ensure that the LOC and the Board of Directors have written terms of reference and code of conduct policy that sets out their roles and responsibilities, with said terms and codes being in accordance with the provisions of this Agreement;

- e) Each member of the LOC shall serve at the pleasure of their Council and, unless otherwise disqualified or removed, shall hold office until a successor is named by the appointing party.
  - f) Notwithstanding provision 21(e), in the event of any vacancy that occurs with respect to a member, the Council appointing such member shall appoint a replacement within eight weeks.
  - g) establish and review regularly a communication process for the parties on the activities of the Valley REN and issues affecting the Valley REN and its stakeholders;
  - h) nominate a CAO or Senior Staff Member of Glooscap to the Audit Committee;
  - i) on an annual basis appoint a Chair and Vice-Chair; and
  - j) meet at minimum twice a year.
22. The LOC shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12<sup>th</sup> ed. Each member shall have one vote, including the Chair and Vice-Chair.
23. Reasonable expenses of the LOC, as approved within the Valley REN budget, shall be reimbursed by the Valley REN in a timely manner.

#### **ADMINISTRATION**

24. The parties acknowledge and agree that the Board of Directors shall operate according to the CAO model of administration per Part II MGA. The CEO shall be the sole employee reporting to the Board of Directors and be responsible for the effective administration of the Valley REN.
25. The CEO shall be responsible to the Board of Directors for the proper administration and management of the Valley REN in accordance with this Agreement, and the directives and policies of the Valley REN as approved from time to time by the Board of Directors, and statutory requirements per provision 5 herein.
26. Neither the LOC nor the Board of Directors shall direct or instruct the employees of the Valley REN. However, the LOC and Board of Directors may communicate directly with the employees of the Valley REN solely to obtain or provide reasonably required information.
27. The Board of Directors shall provide direction on the objectives, policies, and programs of the Valley REN to the CEO.
28. On a quarterly basis, the CEO shall provide an update report to the LOC and the CAOs/Senior Staff Member of Glooscap or their designates for circulation to the respective Councils.
29. Subject to section 22 MGA, all agendas, meeting packages, and minutes of the Board of Directors and of the LOC shall be publicly available on the Valley REN website.

#### **CORE PROGRAM**

30. In addition to implementing the programs approved in the Regional Strategy, the Valley REN shall offer the following core activities:

- a) business support service that provides one-on-one support to business of any size and at any stage of operation by navigating and referring to appropriate and relevant supports;
- b) support tourism based on the recommendations from the Strategic Tourism for Areas and Regions Project; and
- c) develop, maintain, and publish a land and asset database.

31. Any changes to the Core Program:

- a) may be introduced by the Board of Directors or the LOC; and
- b) will require an amendment to this Agreement.

### **SPECIAL PROJECTS**

32. Special Projects shall be reported on and accounted for separately from the Core Program activities but shall not, except in exceptional circumstances approved by the Board of Directors and the LOC, deplete resources dedicated to the Core Program.

33. Special Projects shall be part of the Annual Business Plan and related budget and be included within a brief proposal developed by the CEO that outlines the project need, objective, proposed costs and related funding, and human resource requirements.

34. Special Projects shall be subject to:

- a) the CEO consulting with the CAOs and Senior Staff Member of Glooscap to ensure there is no duplication of efforts; and
- b) approval by the Board of Directors.

### **TERM AND TERMINATION**

35. The term shall commence on 1 April 2023, and continue year-over-year for each Fiscal Year (the "Term") subject to annual reviews and adjustments related to provision 6 and Schedule A of this Agreement.

36. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties in writing with sixty (60) days' written notice.

37. Upon termination, and subject to contractual obligations, the parties will examine the assets, liabilities, and surplus of the Valley REN and return any net amount remaining pro-rata in accordance with the party's contribution since the effective date of this Agreement.

### **WITHDRAWAL**

38. A party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other parties a minimum of ~~thirty-six (36)~~ twenty-four (24) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.

39. A party who provides written notice cannot withdraw, renew or extend their notice. Once written notice has been provided, that party will cease to be a party to the Agreement effective April 1, twenty-four (24) months after notice is given.
40. A party may rejoin the Valley REN per provision 7 of this Agreement, and are required to make additional one-time payment of the base fee.
41. A withdrawing party may make a cash payment in lieu of notice required by provision 38. The payment in lieu of notice shall be based on the amount of funding providing by the withdrawing party in the preceding Fiscal Year multiplied by three.
42. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the Valley REN incurred to the date of the withdrawal and any severance, penalty or other costs incurred by the Valley REN as a result of the withdrawal.

## **FINANCE AND AUDIT**

### **Budget**

43. In January of every year, the LOC shall review and adjust as necessary the proportionate shares of municipal funding to account for changes in population and Uniform Assessment for the coming Fiscal Year.
44. On or before January 31 each year, the CEO shall meet with the Senior Staff Manager of Glooscap and CAOs or their designates for the purposes of reviewing and seeking input on a draft of the Annual Business Plan and budget.
45. The budget shall be prepared in accordance with GAAP and FRAM, funding contracts, and the Valley REN's own financial policies. For greater certainty, the Valley REN is not permitted to purchase capital assets beyond those defined in this Agreement, and is not permitted to incur long term debt.
46. The budget shall be balanced with revenues matching expenditures, and include the anticipated Operating Costs, Capital Costs, the use of Valley REN operating surplus, contributions from the Funders, and the recovery of any deficit from a preceding Fiscal Year.
47. By March 1 of every year, the Board of Directors shall present to the LOC an approved budget and Annual Business Plan for the Valley REN's coming Fiscal Year for information.

### **Financial Reporting**

48. The Valley REN shall maintain working capital of not less than \$100,000 from its operating surplus
49. By June 30 of each year, the CEO shall deliver the Board of Director's approved audit report and year-end audited financial statements to the LOC and any party required to consolidate the Valley REN financial statements under PSAS.

**PARTY CONTRIBUTIONS**

- 50. Annual contributions made by the parties shall be in accordance with Schedule A, which shall form part of this Agreement.
- 51. Subject to any increases in funding provided through the Provincial Contribution Agreement, the parties may consider an inflationary increase as part of the annual budget approval.
- 52. Valley REN shall invoice the parties at the start of each quarter of the Fiscal Year. Interest on any outstanding balance shall accrue at an annual rate of 12%.

**AUDIT COMMITTEE**

- 53. Pursuant to FRAM, the Board of Directors shall develop and approve an Audit Committee Policy.

**DISPUTE RESOLUTION**

- 54. In the event of a ~~budget~~ dispute, it shall be incumbent upon the disputing party ~~disputing the budget~~ to present an alternative ~~budget~~. ~~In the event the budget is not approved, and~~ ~~Notwithstanding~~ any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, then any party may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (CAA). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne by the disputing party ~~disputing the budget~~ unless otherwise ordered by the arbitrator.

**WAIVER**

- 55. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

**NOTICE**

- 56. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

Director of Administration	CAO
Glooscap First Nation	Town of Middleton
159 Smith Road	131 Commercial St
Hantsport, NS BOP 1P0	Middleton, NS BOS 1P0

CAO  
Town of Berwick  
236 Commercial Street  
Berwick, NS B0P 1E0

CAO  
Town of Wolfville  
359 Main Street  
Wolfville, NS B4P 1A1

CAO  
Town of Kentville  
354 Main Street  
Kentville, NS B4N 1K6

CAO  
West Hants Regional Municipality  
76 Morison Dr. PO BOX 3000  
Windsor, NS B0N 2T0

CAO  
Municipality of the County of Kings  
181 Coldbrook Village Drive  
Coldbrook, NS B4R 1B9

#### **APPLICABLE LAW**

57. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this.

#### **SEVERABILITY**

58. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

#### **RELATIONSHIP OF PARTIES**

59. The parties hereto shall not be treated as partners or members of a joint venture for any purpose.

#### **FURTHER ASSURANCES**

60. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

#### **EXECUTION**

61. This Agreement may be executed electronically and in counterpart and such execution is effective and binding.

**TIME**

62. Time shall in all respects be of the essence in this Agreement.

DRAFT 2023-03-03

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their administrators and assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their respective officials, duly authorized.

SIGNED and SEALED )  
in the presence of: )

**GLOOSCAP FIRST NATION**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**TOWN OF BERWICK**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**TOWN OF KENTVILLE**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**MUNICIPALITY OF THE COUNTY OF  
KINGS**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**TOWN OF MIDDLETON**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**TOWN OF WOLFVILLE**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

SIGNED and SEALED )  
in the presence of: )

**WEST HANTS REGIONAL MUNICIPALITY**

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

\_\_\_\_\_) )  
Witness )

Per: \_\_\_\_\_

DRAFT 2023-03-03

**SCHEDULE A**

<b>Base Fee</b>	<b>\$7,500.00</b>
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	<b>Party Base Fee</b>	<b>Average % of UA and Pop</b>	<b>UA and Pop Party Share</b>	<b>Total Party 2023/2024 Funding</b>	<b>Total Party %</b>
Berwick	\$7,500.00	2.7%	6,456.15	13,956.15	4.7%
Glooscap	7,500.00	0.0%		7,500.00	2.5%
Kentville	7,500.00	8.0%	19,514.95	27,014.95	9.2%
Middleton	7,500.00	1.9%	4,681.90	12,181.90	4.1%
West Hants	7,500.00	22.6%	54,757.10	62,257.10	21.1%
Kings County	7,500.00	57.9%	140,534.61	148,034.61	50.2%
Wolfville	7,500.00	6.9%	16,738.29	24,238.29	8.2%
<b>Totals</b>	<b>52,500.00</b>	<b>100.0%</b>	<b>242,683.00</b>	<b>295,183.00</b>	<b>100.0%</b>

Any First Nations or Village party's total funding contribution will be limited to the Base Fee.

DRAFT 2024