



Town Council Meeting
Council Chambers, conducted through Zoom and
streamed live to FaceBook
Tuesday, April 19, 2022
6 PM

AGENDA

1. Call to Order
- Pg 1-2 2. Approval of Agenda, including additions or deletions
- Pg 3-4 3. Proclamations
 - 3.1 #1792Project – included in package
- Pg 5-6 4. Approval of minutes from the previous meetings
 - Pg 7-9 4.1 Special Council Minutes – March 21, 2022
 - Pg 10-12 4.2 Town Council Minutes – March 21, 2022
 - 4.3 Special Council Minutes – April 4, 2022
- Pg 13 5. New Business
 - Pg 14-46 5.1 Accounts Receivable Write-offs – include in package on April 19
 - 5.2 Water Arrears Collection – verbal presentation
 - Pg 15-69 5.3 Phased In Assessment Agreement – GJDE Enterprises Ltd. – included in package
 - 5.4 Phased In Assessment Agreement – Oxford Frozen Foods Limited – included in package
 - 5.5 Arena Association Committee added to the 2021/2022 Boards and Committees -discussion Councillor Jones
 - Pg 70-71 5.6 Approval of updated 2021/2022 Boards and Committees list – included in package
 - Pg 72-74 5.7 CAO Policy
- Pg 75 6. Consideration of correspondence
 - 6.1 Carla & Mark Benjamin and Shelly Mattinson & Darren Rogers – Water and Sewer services request

- Pg 76 6.2 Rebecca Carter – partnership of donation of materials for picnic tables request
 - Pg 77-79 6.3 Robert Moores – compensation request – recommendation from Public Works Committee
 - Pg 80 6.4 Exhibition Committee – maintenance request – recommendation from Public Works Committee
 - Pg 81 6.5 Jordan Burkhardt – share cost request
 - Pg 82-86 6.6 NSCC Foundation – update on Town of Oxford Bursary for the 2021-2022 school year
-
- 7. In-Camera – acquisition, sale, lease, and security of municipal property - as in Section 22 (2) (a) of the Municipal Government Act

 - 8. Adjournment

HISTORY
COMES ALIVE!



#1792PROJECT

BLACK LOYALISTS VOYAGE
15 SHIPS TO SIERRA LEONE

COMMEMORATING THE 230TH ANNIVERSARY
OF THE BLACK LOYALISTS EXODUS.

MARCH 11, 2022
11:00AM - 12:30PM

<http://bit.ly/1792event>



Whereas, January 15, 2022 is the 230th anniversary of 15 ships departing the harbour of Halifax in 1792, and that the conditions and causes that led to the exodus of 1,196 self liberated Black Loyalist were conditions of abject institutionalized racism and that this departure took place at the height of the transatlantic chattel slave trade one of the cruelest chapters in the history of humanity.

Whereas the Town of Oxford recognizes that people of African descent have been a part of Canadian society since the early 1600s and that their enslavement occurred on this land for centuries and that the Black Loyalists departure is linked to the failure of institutional, political and societal will to fulfill the promises that were made to the communities that left for Sierra Leone.

Whereas the Town of Oxford is committed to promote histories such as the 15 Ships to Sierra Leone that often have been left in a vacuum of erasure. The resources provided for well known monumentation have historically been funded at the expense of those erasures.

Whereas the Town of Oxford continues to recognize the ongoing significance of the UN Decade of African Descent and the importance of recognizing the history of Black Loyalists in Nova Scotia and how all communities in Nova Scotia continue to be affected by the historic rift of the Black community.

Whereas we recognize that secure housing and land was promised to these early settlers and very few [received what was owed](#). Despite petitions ([by Thomas Peters](#)) the promised land and supplies were not provided . For many Black

Loyalists, shared Mi'kmaq knowledge was key to survival in the first winters.
Reparations for injustice is the path forward.

Thereby be it resolved that I, Mayor Gregory Henley declare January 15, 2022 the
Day of Black Loyalist Exodus: 15 Ships to Sierra Leone #1792Project and that we
mark this year as the 230th anniversary of the 15 Ships to Sierra Leone
#1792Project.

Dated at Oxford, Nova Scotia
This 19th day of April 2022

Gregory Henley
Mayor, Town of Oxford
ghenley@oxfordns.ca



Minutes of the Special Council Meeting

Place: Zoom and streamed live to FaceBook
Date: Monday, March 21, 2022
Presiding Officer: Mayor Gregory Henley
Councillors present: Councillor Carla Black, Councillor Brenton Colborne, Councillor Paul Jones, Councillor Arnold MacDonald, and Councillor Chrystal McNutt
Regrets: Deputy Mayor Adshade (conflict of interest)

A quorum was present throughout the meeting.

Staff in attendance: Town Clerk – Linda Cloney (recording secretary)

1. Call to order

Mayor Henley called the meeting to order at 7:32 am.

2. Approval of Agenda

Moved by Councillor McNutt and seconded by Councillor MacDonald that the agenda of the Special Council Meeting for March 21, 2022, be approved, as presented.

Motion Carried

3. In Camera – Discuss Personnel

At 7:33 am, it was moved by Councillor Colborne and seconded by Councillor MacDonald to go in-camera to discuss personnel.

Motion Carried

At 7:37 am, it was moved by Councillor MacDonald and seconded by Councillor Colborne to come out of in-camera and resume the Special Council Meeting.

Motion Carried

Councillor MacDonald moved and Councillor Jones seconded that Council support the ending the employment contract as discussed in-camera session and Council authorizes the Town Clerk to implement the decision.

Councillor MacDonald – Yay
Councillor Colborne – Yay
Councillor Black – Yay
Councillor McNutt – Yay
Councillor Jones – Yay

Mayor Henley – Nay
Motion Carried

4. Adjournment

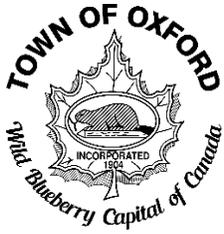
At 7:37 am, it was moved by Councillor Jones that the meeting be adjourned.

Motion Carried

Gregory Henley, Mayor

Linda Cloney, Recording Secretary

DRAFT



Minutes of the Regular Council Meeting

Place: Conducted through Zoom and streamed live to Facebook
Date: Monday, March 21, 2022
Presiding Officer: Mayor Gregory Henley
Councillors present: Councillors: Carla Black, Brenton Colborne, Paul Jones, Arnold MacDonald, and Chrystal McNutt
Regrets: Deputy Mayor Wade Adshade

A quorum was present throughout the meeting.

Staff in attendance: Town Clerk – Linda Cloney (recording secretary) and Senior Accountant – Ruthann Brookins

Guest present: Matt Delorme, Executive Director – Oxford Asset Management Program

1. Call to order

Mayor Henley called the meeting to order at 6:00 pm.

2. Approval of Agenda

Moved by Councillor Jones and seconded by Councillor Black that the agenda of the Town Council Meeting for March 21, 2022, be approved, as presented.

Motion Carried

3. Presentation

3.1 Oxford's Asset Management Presentation – Matt Delorme, Executive Director – Oxford Asset Management Program

Matt Delorme gave a presentation to Council regarding Oxford's Asset Management Project.

If Oxford follows the planning presented that would mean \$500,000 per year would need to be in reserves at 100% dollars. Oxford may be able to receive 50 cent dollars through grants and other funding opportunities to assist.

A copy of this presentation is filed with the Council Package

At 6:46 pm, Matt Delorme and Ruthann Brookins exited the meeting.

4. Approval of Previous Minutes

Moved by Councillor Jones and seconded by Councillor MacDonald that the minutes of the Town Council Meeting for February 22, 2022, and the Special Council Meeting for March 7, 2022, and the Special Council Meeting for March 17, 2022 be approved, as presented.

Motion Carried

5. New Business

5.1 Cumberland Central Landfill Community Liaison Committee Appointment

Councillor Jones volunteered to act as a member the Cumberland Central Landfill Community Liaison Committee.

It was moved by Councillor MacDonald and seconded by Councillor Colborne to appoint Councillor Jones a member of the Cumberland Central Landfill Community Liaison Committee as the elected official for the Town of Oxford.

Motion Carried

5.2 Approval of amended 2021/2022 Boards and Committees

Changes that have been made since the last revision is the addition of Cumberland Central Landfill Community Liaison Committee and Councillor Jones as the representative for that committee.

Moved by Councillor MacDonald and seconded by Councillor Black to approve the revised 2021/2022 Boards and Committees as presented.

Motion Carried

5.3 Council Videoconferencing Policy

With regards to the draft Council Videoconferencing Policy that was presented in the Council Package, it was decided to remove 9 (2) to allow the Oxford Town Council the choice to join Council meetings with either the video conference functions or in-person.

Moved by Councillor Jones and seconded by Councillor McNutt to adopt the Council Videoconferencing Policy as amended.

Motion Carried

5.4 Permit Export of Materials by GFL Environmental Inc.

Each of the three municipalities passed resolution to approve GFL's exemption to export waste in January. When we closed the sale of the landfill to GFL, they requested that the resolutions passed exempting GFL be re-confirmed post-closing This is because the original resolution was in the same meeting as the second reading.

Moved by Councillor McNutt and seconded by Councillor Colborne that Council, considering the amendment to the Solid Waste Bylaw, #02-02 was given second reading on January 27, 2022, and published on February 9th of 2022, now ratify the original motion made on January 27, 2022 as follows:

That Council authorize the exportation or removal of solid waste material generated within the Town of Oxford, outside the boundaries of Cumberland County by GFL Environmental Inc. effective February 1, 2022, pursuant to articles 22 and 23 of the Solid Waste Bylaw, #02-02.

Motion Carried

5.5 Election of Deputy Mayor

Deputy Mayor Adshade submitted a letter of resignation as Deputy Mayor to the Town Council. An election for a Deputy Mayor was called.

Mayor Henley opened the floor to members of Council for nomination of Deputy Mayor.

Councillor MacDonald was nominated.

Moved by Councillor Colborne and seconded by Councillor Jones to appoint Councillor Arnold MacDonald as Deputy Mayor by acclamation.

Motion Carried

6. Correspondence

Nil

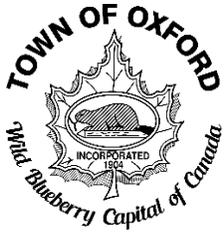
7. Adjournment

At 6:54 pm, it was moved by Councillor Jones that the meeting be adjourned.

Motion Carried

Gregory Henley, Mayor

Linda Cloney, Recording Secretary



Minutes of the Special Council Meeting

Place: Zoom and streamed live to FaceBook
Date: Monday, April 4, 2022
Presiding Officer: Mayor Gregory Henley
Councillors present: Councillor Wade Adshade, Councillor Carla Black, Councillor Brenton Colborne, Councillor Paul Jones, Deputy Mayor Arnold MacDonald, and Councillor Chrystal McNutt
Regrets: nil

A quorum was present throughout the meeting.

Staff in attendance: Town Clerk – Linda Cloney (recording secretary)

1. Call to order

Mayor Henley called the meeting to order at 6:15 pm.

2. Approval of Agenda

Moved by Councillor Jones and seconded by Councillor Black that the agenda of the Special Council Meeting for April 4, 2022, be approved, as presented.

Motion Carried

3. New Business

3.1 Recreation Commission – add Connor Patriquin to the committee

The Recreation Commission is completely a volunteer base committee. The committee is requesting that the Council accept adding Connor Patriquin as a recognized member of the committee. He has expressed interest in organizing a Co-Ed pick up basketball as previous Recreation Directors have done in the past.

Moved by Councillor McNutt and seconded by Councillor Adshade to recognize Connor Patriquin as a volunteer committee member with the Recreation Commission for the Town of Oxford.

Motion Carried

3.2 Public Works Committee – committee members change request

The Public Works Committee requests that Council accepts the change of membership to remove Mayor Henley from the committee to be replaced by Councillor Colborne.

Moved by Councillor Black and seconded by Deputy Mayor MacDonald to remove Mayor Henley and appoint Councillor Colborne to the Public Works Committee.

Councillor McNutt – Yay
Councillor Adshade – Nay
Councillor Black – Yay
Mayor Henley – Yay
Deputy Mayor MacDonald – Yay
Councillor Colborne – Yay
Councillor Jones – Yay

Motion Carried

3.3 Approval of updated Boards and Committee List

Moved by Councillor McNutt and seconded by Councillor Black to approve the 2021/2022 Boards and Committees List as amended in 3.1 and 3.2.

Motion Carried

3.4 Public Works Committee Recommendation

The Public Works Committee met last week to discuss the vacancy of the Public Works Supervisor position. They feel it is important to fill that vacancy. Staff require permission of Council to move forward on the job description and advertising of a Public Works Supervisor.

Moved by Councillor Jones and seconded by Councillor Colborne that council approve the Town to hire a Public Works Supervisor with a starting wage of \$55,000 depending on experience and skill sets and to direct staff to start advertising of this vacant position. Also, that Council approve the job description of the Public Works Supervisor as presented.

Motion Carried

3.5 In Camera – Discuss Personnel

At 6:23 pm, it was moved by Councillor Jones and seconded by Deputy Mayor MacDonald to go in-camera to discuss personnel.

Motion Carried

At 6:48 pm, it was moved by Councillor Jones and seconded by Councillor Black to come out of in-camera and resume the Special Council Meeting.

Motion Carried

Moved by Councillor Adshade and seconded by Councillor McNutt that Council appoints Linda Cloney as Chief Administrative Officer (CAO) effective April 19. Council will work out an employment contract before the April 19 Council Meeting. This is pending Linda Cloney's acceptance of the employment contract.

Councillor McNutt – Yay
Councillor Adshade – Yay
Councillor Black – Yay
Mayor Henley – Yay
Deputy Mayor MacDonald – Yay
Councillor Colborne – Yay
Councillor Jones – Yay

4. Adjournment

At 6:50 pm, it was moved by Deputy Mayor MacDonald that the meeting be adjourned.

Motion Carried

Gregory Henley, Mayor

Linda Cloney, Recording Secretary

This space is saved for Accounts Receivable Write-offs
To be included on April 19, 2022

APPENDIX "B"

**Town of Oxford
Phased-In Assessment Agreement**

THIS AGREEMENT made as of the _____ day of _____, 2____

BETWEEN:

GJDE Enterprises Ltd
(the "**Applicant**")

– and –

The Town of Oxford
(the "**Town**")

WHEREAS the Town adopted By-Law No. 01-2018, cited as the "Commercial Development District Improvement Plan By-Law" (CDDI By-law), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the Central Development District.

AND WHEREAS the Applicant is the registered owner of an eligible property which is located within the Commercial Development District and has applied to the Town for participation in the Development Support Program for the Property described below in section 1 and in Schedule "A" of this Agreement; (the "**Property**");

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

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

1. PROPERTY INFORMATION:

Applicant: Eric Mosher

Name of registered Property Owner: GJDE Enterprises Ltd.

Address of Property: 36D Water Street, Oxford NS

Property Identification Number(s): 25212572

Mailing Address of Owner: PO Box 480, Oxford, NS B0M 1P0

Name of Agreement Recipient: Eric Mosher

Mailing Address of Recipient: PO Box 480, Oxford, NS B0M 1P0

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

2. **DEFINITIONS**

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI Bylaw. No. 01-2018, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the CDDI Bylaw.

The following terms shall have the meanings set out below:

- 2.1 **Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the CDDI Bylaw No. 01-2018 enacted by the Town Clerk of the Town and as amended from time to time.
- 2.2 **Applicant** means the owner of the property, or a person having the owner's authorization to apply for the Development support Program.
- 2.3 **Town Clerk** means the Town Clerk / Acting Town Clerk or designate of the Town. The Town Clerk is the administrator for purposes of this Agreement where authority is required to come from Council.
- 2.4 **Town** means Town and staff of the Town.
- 2.5 **Development Support Program** means program established by CDDI Bylaw for a maximum period of 10 years.
- 2.6 **Development Rebate** means annual rebate amount calculated each year as set out in section 10 of the CDDI Bylaw.
- 2.7 **Eligible Costs** means:
- Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
 - The cost of associated studies and surveys;
 - The cost of development of plans and specifications; and
 - The cost of implementation and administration of the project including

staff and professional service costs for architectural, engineering, legal, financial and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agency of such government.

2.8 Eligible Use means permitted commercial uses as set out in the *Town of Oxford Municipal Planning Strategy and Land Use Bylaw*.

2.9 Owner means the registered owner(s) of the Property at the date this Agreement is signed.

2.10 Property means the Property described in section 1 and Schedule "A" of this Agreement.

2.11 Recipient means the Applicant, authorized to receive a development rebate.

2.12 Town Solicitor means the lawyer appointed by the Town for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

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

the objectives and participation requirements of this Agreement and the CDDI Bylaw, attached as Schedule "C" to this Agreement, are met from year to year;

(a) all applicable Provincial and Town requirements, policies and procedures are met;

(b) the Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and

(c) the property has undergone development.

4. DEVELOPMENT REBATE FUNDING CALCULATION

4.1 A development rebate is calculated by the Town as a percentage of the Rebate Eligible Assessment as shown in Schedule "F" to this Agreement.

4.2 Prior to the commencement of the Development Support Program, the Town shall determine the Base Year Taxable Assessed Value used to calculate the Annual Rebate Eligible Tax Assessment and the corresponding annual development rebate payable for development. Following this determination, Schedule "F" will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual development rebate amount payable as determined by the Town.

4.3 The Applicant shall have an opportunity to review the Town's calculation of the

Base Year Taxable Assessed Value prior to the finalization of Schedule "F", however, the Town's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the development rebate, shall be final.

- 4.4 In calculating the annual development rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Development Rebate is payable, or the first year that the Owner elects to make the Annual Taxable Assessed Value election in accordance with this Agreement and CDDI Bylaw.
- 4.5 The development rebate will be reduced by the Town for the year in which a development rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the development rebate percentage level applicable to that year.
- 4.6 The total of development rebates paid over a ten-year maximum term of the program must not result in the calculation of the total increase in taxes payable during the Phase-In period being less than fifty (50%) percent of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 The Rebate Eligible Assessment will be amended by the Town, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.
- 4.9 Where the Rebate Eligible Assessment is amended in accordance with section 4.8, future development rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of development rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of development rebates.
- 4.10 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the Town Clerk, may impact the calculation of the Rebate Eligible Assessment, the Town shall withhold any or all of the development Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the development rebate payable under this Agreement.
- 4.11 Where sections 4.9 and 4.10 apply, any overpayment of a development rebate arising from subsequent assessment or tax reductions will be deemed to be a debt

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

- 4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the development rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

5. FUNDING PAYMENT

- 5.1 Subject to Section 6 of this Agreement, development rebate payments to a maximum of ten (10) annual payments will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.
- 5.2 Development rebates cannot be applied as tax credits against the Property tax account.

6. CONDITIONS OF PAYMENT

- 6.1 The Town Clerk shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 A development rebate will only become payable after the property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;
 - (b) there are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
 - (c) all other required criteria and conditions are met.

7. OWNERS OBLIGATIONS

Compliance with Rebate Application

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

Compliance with Town Directives

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

Compliance with Legislation

- 7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use Bylaw requirements, Municipal requirements and other approvals required at law.

Demolition/Conversion

- 7.4 The Applicant covenants to the Town that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all the payments over the term of this Agreement unless such demolition is required to enable Property enhancement approved by the Town under the terms of this Agreement.
- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole or in part, the Town Clerk, in its sole discretion will cease to advance future development rebates or reduce the amount of future development rebates on a pro-rated basis to reflect the date of the demolition or conversion.

Payment of Costs

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

Development Permits

- 7.8 Applications for Development Support Program must be made prior to the issuance of the first Building Permit for the development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer, or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the development rebate payments, the Applicant will immediately notify the Town Clerk in writing of such change or proposed change of ownership.

8.2 The payment of development rebates shall cease upon the sale, transfer, or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the Town Clerk and the Town Solicitor, in which it is agreed that either:

- (a) the new owner shall have the right to participate in the Development Support Program; or
- (b) the Applicant shall continue to receive the Development rebates

Provided that:

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

and

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

8.3 Where the Applicant wishes to assign the right to receive the development rebates to a recipient, who is not a new owner, the Town Clerk, in the Town Clerk's sole discretion, may agree to the assignment provided that the Recipient with the written consent of the owner enter into an agreement with the Town, in a form and content satisfactory to the Town Clerk and the Town Solicitor, acting reasonably, in which it is agreed, that such assignment shall not relieve the Applicant of any of the Applicant's obligations and responsibilities under this Agreement, nor shall it affect in any way the Town's rights under this Agreement.

8.4 It is the responsibility of the Applicant or Owner to provide in writing to the Town Clerk change in Recipient. It is at the discretion of the Town Clerk to determine if an adjustment to the development rebate identification of a new Recipient by the Applicant.

9. TOWN RIGHTS

No Representation

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

No Claim for Compensation or Reimbursement

9.2 In the event that any of the conditions of this Agreement are not fulfilled and a development rebate is not advanced, or required to be repaid, or the development rebate payments cease, or are delayed, the Applicant and Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town, and that the Town is not liable to

the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owners' compliance with this Agreement, or to terminate this Agreement.

10. DEFAULT AND REMEDIES

- 10.1** Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including, but not limited to:
- (a) immediate termination and cessation or delay of the release of a development rebate otherwise payable to the Applicant; and
 - (b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any development rebates paid to the Applicant or Owner together with interest at the established Town Rate.
- 10.2** A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, including, but not limited to, the following:
- (a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the CDDI By-law;
 - (b) failure by the Applicant or Owner in any material respect, to perform any of the obligations contained in this Agreement;
 - (c) failure by the Applicant or Owner to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Town, including but not limited to, development charges, special assessments, local improvement charges, sewer and water and utility rates.
 - (d) the making of an assignment by the Applicant or Owner for the benefit of creditors, or if the Applicant or Owner assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant or Owner, or if the Applicant or Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Applicant or Owner under any mortgage or other obligation, or if the Property or the interest of the Applicant or Owner in the Property is taken or sold by any creditors or under any writ of execution or other like process;
 - (e) failure by the Applicant or Owner to remain in contact with the Town such that the Town is unable to contact the Applicant or Owner for a period of time exceeding one (1) year.
 - (f) any representation or warranty made by the Applicant or Owner in this Agreement or the Development Support Program is incorrect in any material respect.

- (g) willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier, or creditor, who has undertaken the works that are the subject of this Agreement,

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

10.4 Wherever in this Agreement the Town requires repayment of all or part of any Development rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town and may be added to the tax roll for the property, together with interest at the Town rate.

11. INDEMNITY

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

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

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

12. ADDITIONAL PROVISIONS

Term

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

Time of the Essence

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

Extension of Time

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

Registration

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

Schedules

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

Schedule "A" Legal Description of the Property

Schedule "B" Example of Development Rebate Calculation

Schedule "C" CDDI

Schedule "D" Development Support Program

Schedule "E" List of Development Plans

Schedule "F" Development Rebate Calculation

Survival of Covenants

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

Notice

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

(a) In the case of the Town of Oxford to:

Town Clerk
Town of Oxford
105 Lower Main Street
Oxford, NS B0M 1P0

(b) In the case of the Applicant to:

Eric Mosher
24 Water Street
Oxford, NS
B0M 1P0

(c) In the case of the Owner to:

GJDE Enterprises Ltd.
24 Water Street
Oxford, NS
B0M 1P0

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

Entire Agreement

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

Municipal Government Act

12.9 Nothing in this Agreement limits or fetters the Town in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or Bylaw and in the event that the Town decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation,

such action by the Town is not in any manner affected or limited by reason of the Town entering into this Agreement.

Governing Law

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

Waiver and Consent

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

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

Headings

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

Extended Meanings

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

Severability

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

Further Assurances

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

Force Majeure

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

Successors and Assigns

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

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this _____ day of, 20_____

TOWN OF OXFORD

Name: Gregory Henley
Title: Mayor

Witness

GJDE Enterprises Ltd.

Name: Eric Mosher
Title: President

Witness

I have authority to bind the corporation.

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71DF, which allows the Town to pass by-law 01-2018, to be enacted by the Council of the Town of Oxford, under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 18 on (insert date)

SCHEDULE "A"

LEGAL DESCRIPTION OF OWNER'S LAND



Search By AAN

AAN: 02002019

Civic address: 36 D WATER ST OXFORD

Land size: 22,000 Sq. Ft.

Year built: 1900

Total square footage of all buildings: 2240

Sale price:

Sale date:

of parcels in sale:

Current property assessment: \$109,800

* Current taxable assessed value: \$109,800

* The Taxable Assessed Value is used to calculate your property taxes (with the exception of exempt forestry property which is based on acreage) and if eligible, will reflect a Capped Assessment.

Assessed Value (last 5 years)

Year	Assessed Value	Taxable Assessed Value
2022	\$109,800	\$109,800
2021	\$37,200	\$37,200
2020	\$37,300	\$37,300
2019	\$36,500	\$36,500
2018	\$36,300	\$36,300



SCHEDULE "B"

EXAMPLE OF DEVELOPMENT REBATE CALCULATION

A. Pre-Development Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
2000	\$100,000

B. Post-Development Actual Taxable Assessed Value:

Yrs	Rebate Year	(2)	(3)
		Actual Taxable Assessed Value	Current Commercial Municipal Tax
1.	2001	\$200,000	3.00%
2.	2002	\$200,000	3.00%
3.	2003	\$225,000	3.00%
4.	2004	\$250,000	3.00%
5.	2005	\$225,000	3.00%
6.	2006	\$225,000	3.00%
7.	2007	\$225,000	3.00%
8.	2008	\$225,000	3.00%
9.	2009	\$200,000	3.00%
10.	2010	\$200,000	3.00%

C. Development Rebates:

Yrs	(4)	(5) 1x3	(6) = (2-1)	(7) = (6 x 3)	(8) = (7 x 4)	(9) = ((2x3)-8)/2x3
	Rebate %	Tax on base amount	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1.	90%	\$3,000	\$100,000	\$3,000	\$2,700	55%
2.	80%	\$3,000	\$100,000	\$3,000	\$2,400	60%
3.	70%	\$3,000	\$125,000	\$3,750	\$2,625	61%
4.	60%	\$3,000	\$150,000	\$4,500	\$2,700	64%
5.	50%	\$3,000	\$125,000	\$3,750	\$1875	72%
6.	50%	\$3,000	\$125,000	\$3,750	\$1875	72%
7.	40%	\$3,000	\$125,000	\$3,750	\$1500	78%
8.	30%	\$3,000	\$125,000	\$3,750	\$1125	83%
9.	20%	\$3,000	\$100,000	\$3,000	\$600	90%
10.	8%	\$3,000	\$100,000	\$3,000	\$225	96%
Totals :				\$35,250	\$17,625	
Re-calculate:				50%		
Total Allowable				\$17,625		

Total Allowable Development Rebates over the program period cannot exceed 50%.

SCHEDULE "C"

CDDI BY-LAW 01-2018

COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENTS IN THE TOWN OF OXFORD

Bylaw #01-2018
Commercial Development District
Improvement Plan Bylaw

WHEREAS it is desirable to permit the phasing-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the Town of Oxford Commercial Development District and to provide a partial rebate of taxes paid by the Owner during the phasing-in period;

AND WHEREAS the *Municipal Government Act* allows the municipality with the approval of the Minister of Municipal Affairs to pass this Bylaw;

The Town Clerk of the Town of Oxford, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following Bylaw:

Title

1. This Bylaw is entitled the "Commercial Development District Improvement Plan Bylaw".

Definitions

2. In this Bylaw:
 - a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.
 - b) "Annual Rebate" is the amount of the rebate in a year paid to an Owner of an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to section [10] of this Bylaw.
 - c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.

- d) “Commercial Development District” or “CDD” means the area of the Town of Oxford established by section [4] of this Bylaw.
- e) “Development” means investment that, in the opinion of the Town of Oxford, results in an increase in the productive use of an Eligible Property or a building on an Eligible Property, and includes, but is not limited to, construction of a new building, remediation of the property or the expansion or renovation of an existing building to realize more effective use of the Eligible Property’s potential.
- f) “Development Support Program” is a program designed to stimulate building construction and the expansion of the economy of the Town of Oxford.
- g) “Eligible Property” means an eligible property as defined in section 71C(1)(d) of the *Municipal Government Act*
- h) “Owner” means the person named on the assessment roll as responsible for the taxes for a property.
- i) “Phased-In Assessment Agreement” is an agreement signed by the Town of Oxford and the Owner of an of an Eligible Property and is written in substantially the same form as the Agreement set out in Appendix “B” of this By-law.
- j) “Rebate Eligible Assessment” in a taxation year means the amount calculated using the following formula:

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

Application

- 3. This Bylaw repeals and replaces By-law #0-12017.
- 4. This Bylaw applies to Eligible Properties located in the CDD.
- 5. The CDD for the Town of Oxford is depicted in the attached Appendix “A” and is hereby established in accordance with the Town of Oxford *Municipal Planning Strategy*.

Development Support Program

- 6. A Development Support Program is established to aid Owners of Eligible Properties in the CDD by providing the possibility of an annual partial rebate on taxes paid by the Owner if the Owner has undertaken Development of their Eligible Property.
- 7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Town of Oxford.

Eligibility

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

Phased-In Assessment Agreement

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

Rebate Calculation

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

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

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

Rebate Limits

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

Adjustments

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

Duration

- 13. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the

Development for which the Owner is receiving the rebate.

14. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the subject property is demolished except to allow for eligible Development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

Staged Development

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

Condominiums

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

Repeal

17. (1) If this Bylaw, or any portion thereof, is repealed, any Owner of an eligible property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this Bylaw, despite its whole or partial repeal.

(2) In the event of a repeal in (1), for the Owner of an eligible property in the CDD who has been accepted into the Development Support Program as of the date of the repeal, this Bylaw will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Support Program for that Owner until the ten-year maximum term is completed or the Owner's participation in the Development Support Program is discontinued.

Other Conditions

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

other fees and charges on the date that the Phased-In Assessment Agreement is signed.

Payment

- 21. The Town of Oxford will pay Annual Rebates once annually, in the last quarter of the year, provided that:
 - a) there are no outstanding taxes, water rates, or other sums owed to the Town of Oxford with respect to the subject property;
 - b) there are no outstanding work orders or orders or requests to comply from any municipal or provincial entity with respect to the subject property; and
 - c) all other eligibility criteria and conditions are met.
- 22. An Owner will not be entitled to an Annual Rebate if the property subject to a Phased-In Assessment Agreement does not meet the conditions of section 21 at the time the Annual Rebate is due to be paid.
- 23. Annual Development Rebates will not be applied as tax credits against property tax accounts.
- 24. In case of an assessment appeal, the Town of Oxford reserves the right to withhold Annual Development Rebates pending final disposition of the appeal.

Requirement to Review Bylaw

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

Clerk’s Annotation for Official Bylaw Book

Date of First Reading:	16 April 2018
Date of advertisement of Notice of Intent to Consider:	2 May 2018
Date of Final Reading:	22 May 2018
Effective Date:	20 June 2018
*Date of advertisement of Passage of Bylaw:	20 June 2018
Date of mailing to Minister a certified copy of the Bylaw:	5 July 2018

THIS IS TO CERTIFY THAT this Bylaw was adopted by Council and published as indicated above.

Chief Administrative Officer

Date

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

SCHEDULE "D"

DEVELOPMENT SUPPORT PROGRAM



TOWN OF OXFORD

APPLICATION FOR DEVELOPMENT SUPPORT PROGRAM

The Town of Oxford's Commercial Development District Improvement Plan Bylaw allows property owners, undertaking new commercial developments in certain areas of the Town, to apply to have the increase in property taxes, resulting from these new developments, to be phased in over a period of five or ten years, depending on the scale of the development. You may be eligible for the incentive if the location of your proposed development is within the geographic boundaries as defined in the bylaw. Any property owner wishing to be considered for this Development Support Program must first complete this application form.

1. Name of Property Owner:

GJDE Enterprises Ltd.

2. Civic Address of Property:

36D Water Street, Oxford, Nova Scotia

3. Property Identification Number:

25212572

4. Assessment Account Number:

020020

5. Building permit number (you must obtain a building permit prior to applying for the Development Support Program):

20-0319

Signature of Applicant and Title (Owner, Registered Agent, etc.):

 Owner

Name of Applicant (please print):

Eric Mosher

Mailing Address, Telephone Number and email address of Owner:

P O Box 480, Oxford, N.S. B0M 1P0

tierone@eastlink.ca

Date: March 8, 2022

APPLICATION MUST BE SUBMITTED TO RUTHANN BROOKINS, SENIOR ACCOUNTANT, TOWN OF OXFORD, 105 LOWER MAIN STREET, PO BOX 338, OXFORD, NS B0M 1P0.

ruthann.brookins@oxfordns.ca

OCT 06 2021

GJDE Enterprises Ltd.
24 Water Street
Oxford, Nova Scotia B0M1P0

Town of Oxford
105 Lower Main Street
Oxford, Nova Scotia
P.O. Box 338
B0M 1P0

Attn: Linda Cloney

September 27, 2021

RE: Commercial Development District Improvement Plan

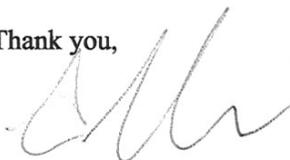
Dear Ms. Cloney.

We are the registered owner of a property 36 Water Street, Oxford, which is located within the Town of Oxford's Commercial Development District. We would like to apply to participate in the Development Support Program for the property in question.

We understand it is an eligible property which is located within the Commercial Development District

Please let me know if you have any questions.

Thank you,

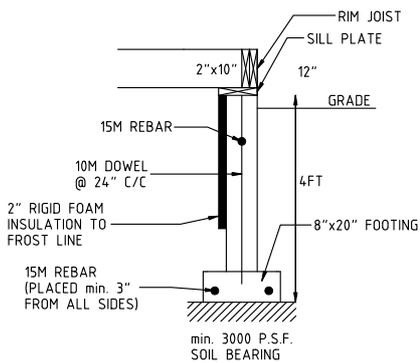
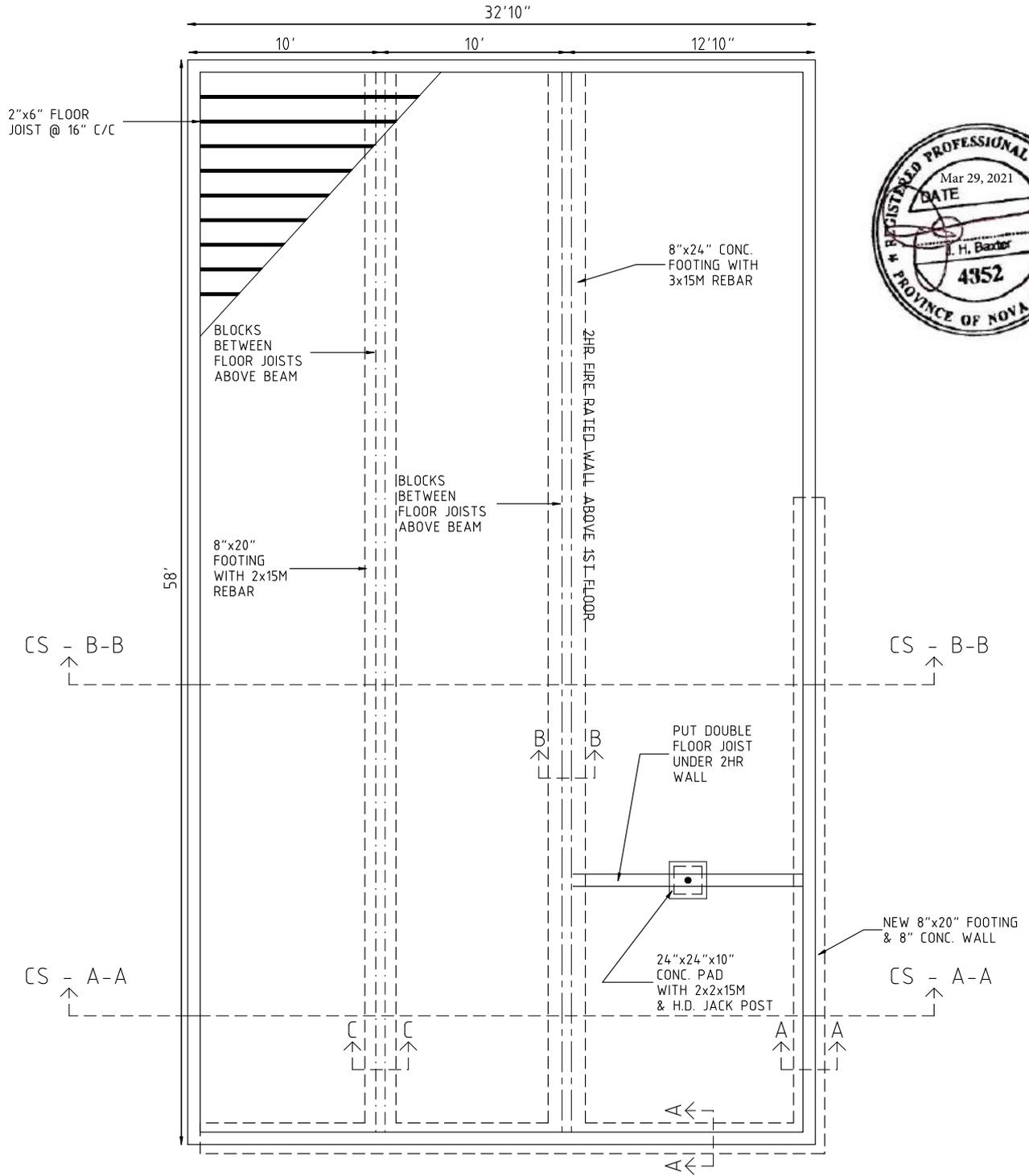


Eric Mosher, President
GJDE Enterprises Ltd.

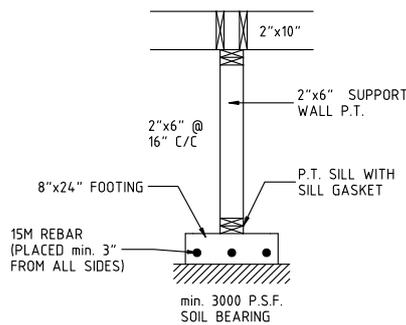
SCHEDULE "E"

LIST OF DEVELOPMENT PLANS & DRAWINGS

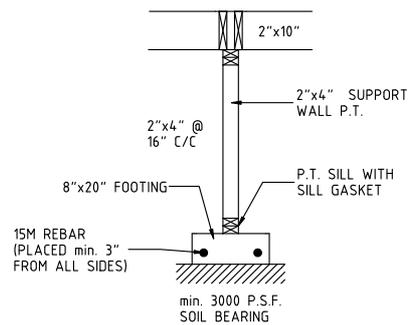
REVISED FOUNDATION & FLOOR PLAN



A - A

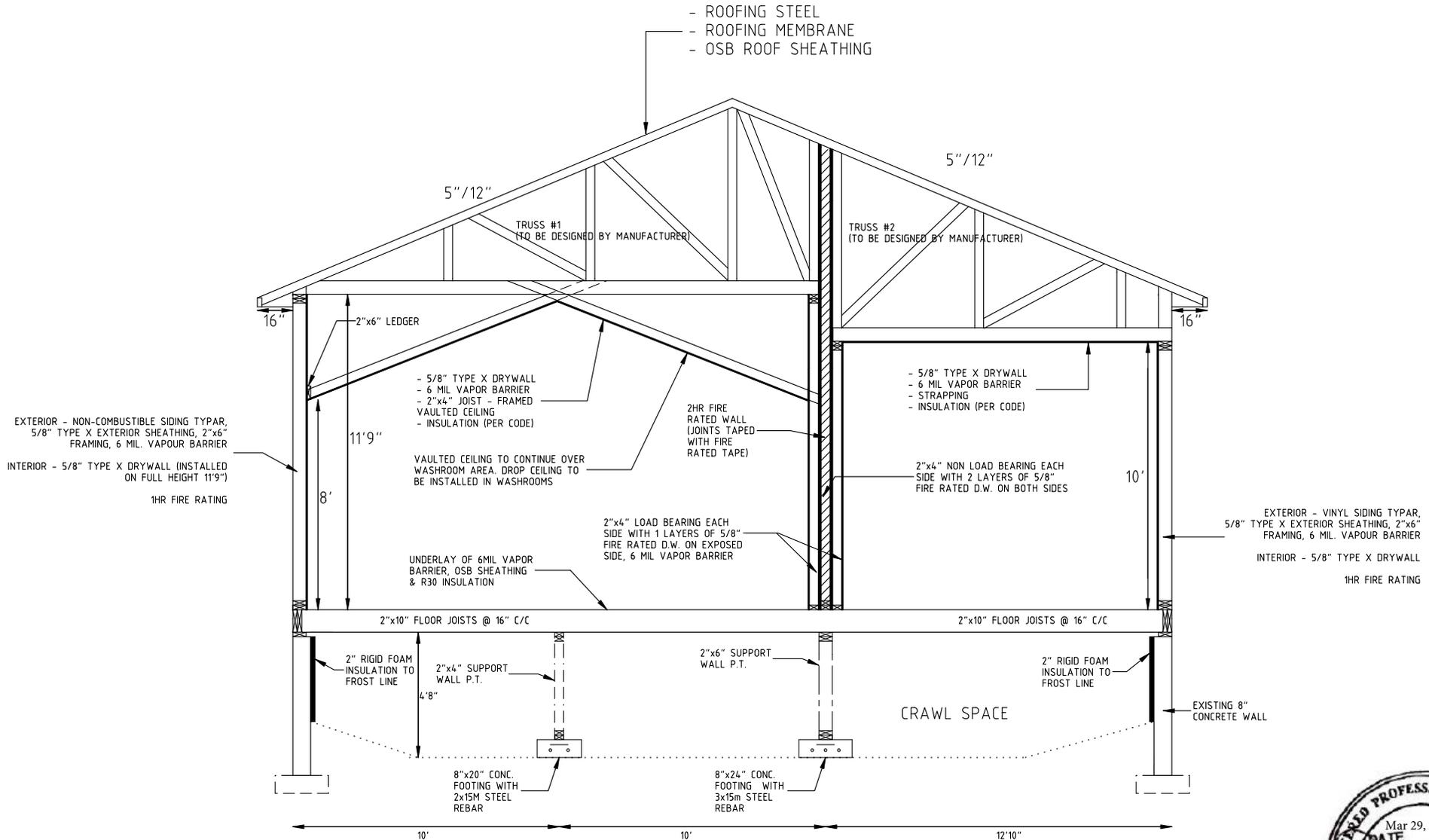


B - B



C - C

CROSS SECTION B-B

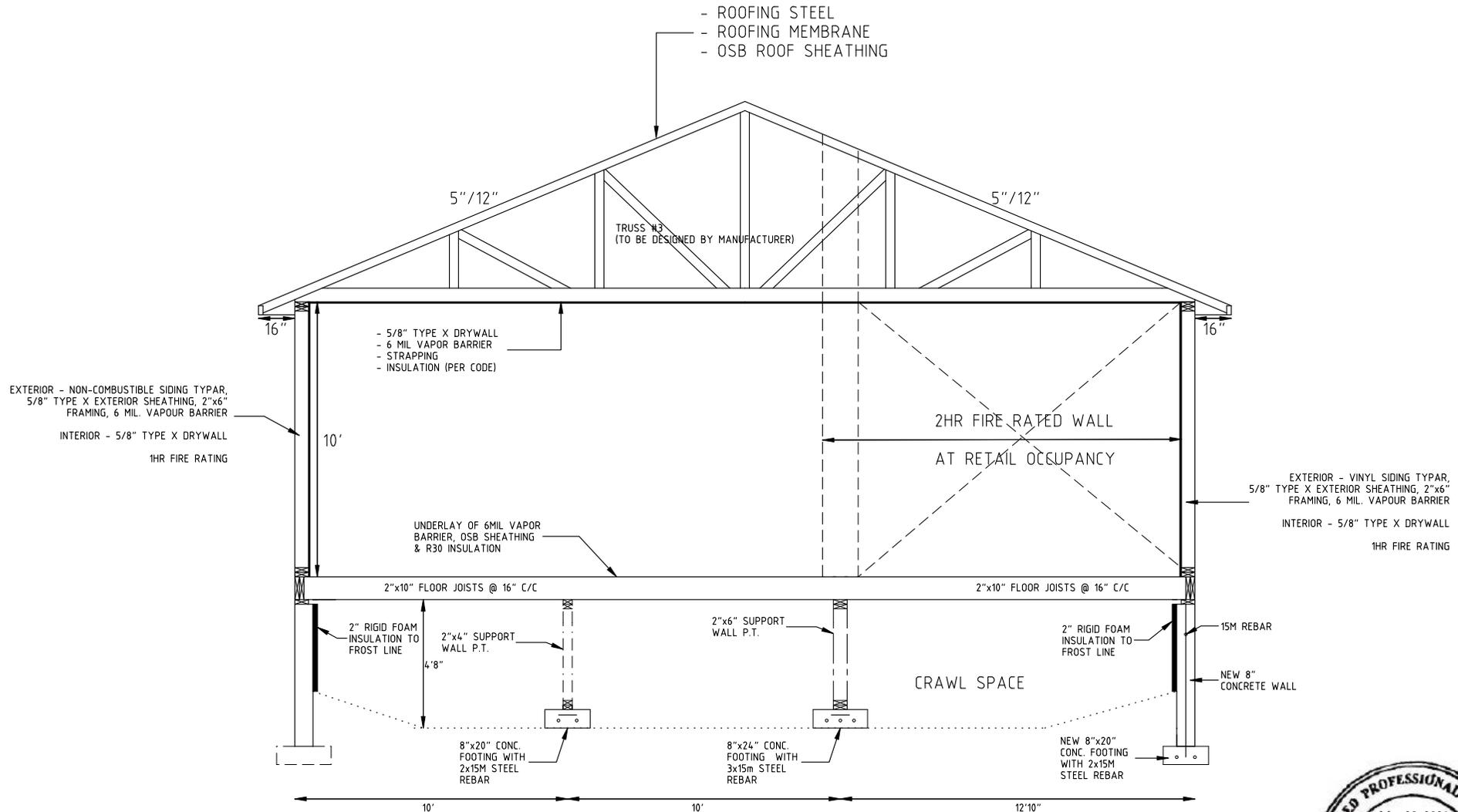


2HR FIRE RATED WALL
- 2"x4" CONTINUOUS FROM FLOOR TO UNDERSIDE OF ROOF SHEATHING & 2 LAYERS OF 5/8" TYPE X DRYWALL EACH SIDE. JOINTS BROKEN WITH FIRE RATED TAPE APPLIED TO OUTSIDE LAYER.

CRAWL SPACE
- MAX HEIGHT 6'
- NO OCCUPANCY
- NO ELECTRICAL OR MECHANICAL SERVICES



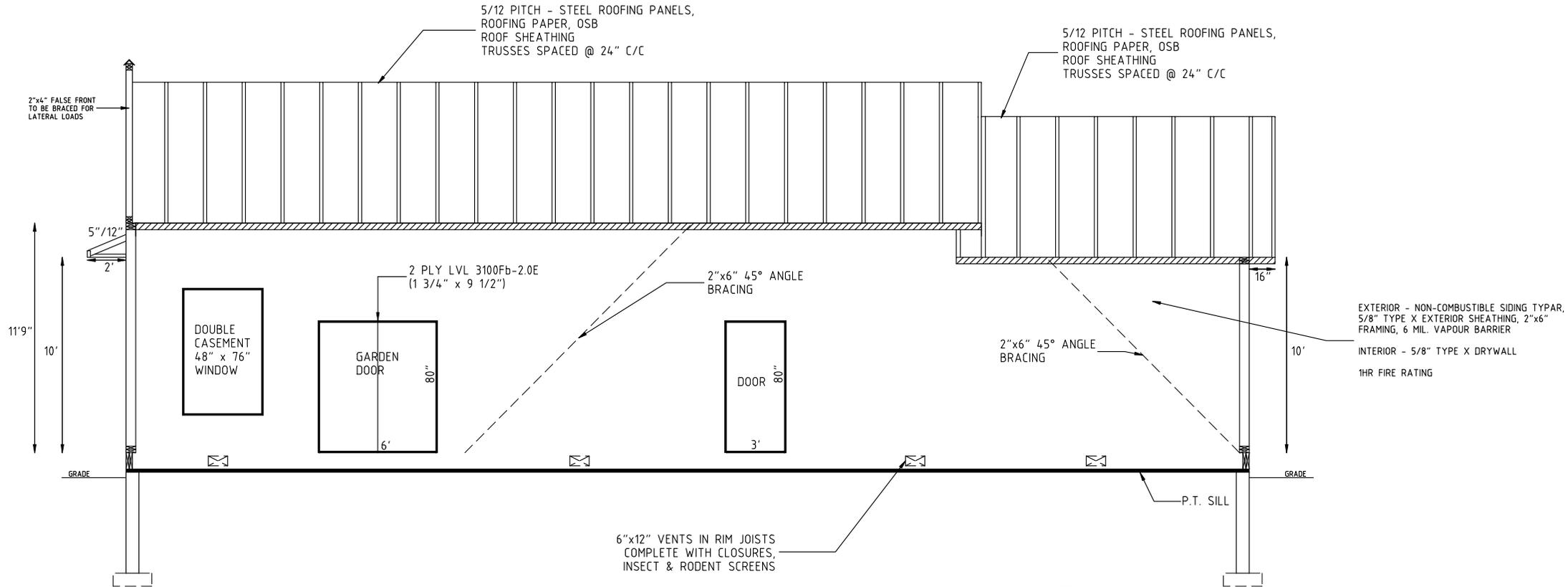
CROSS SECTION A-A



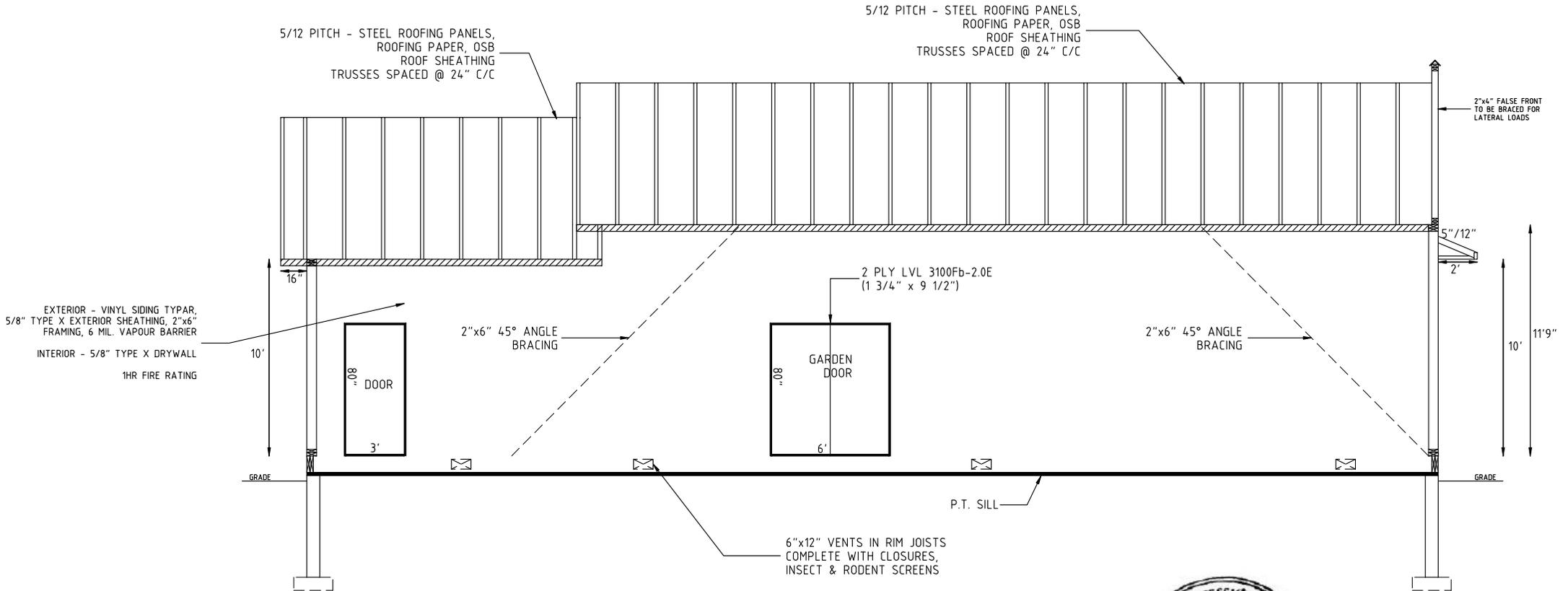
CRAWL SPACE
 - MAX HEIGHT 6'
 - NO OCCUPANCY
 - NO ELECTRICAL OR
 MECHANICAL SERVICES



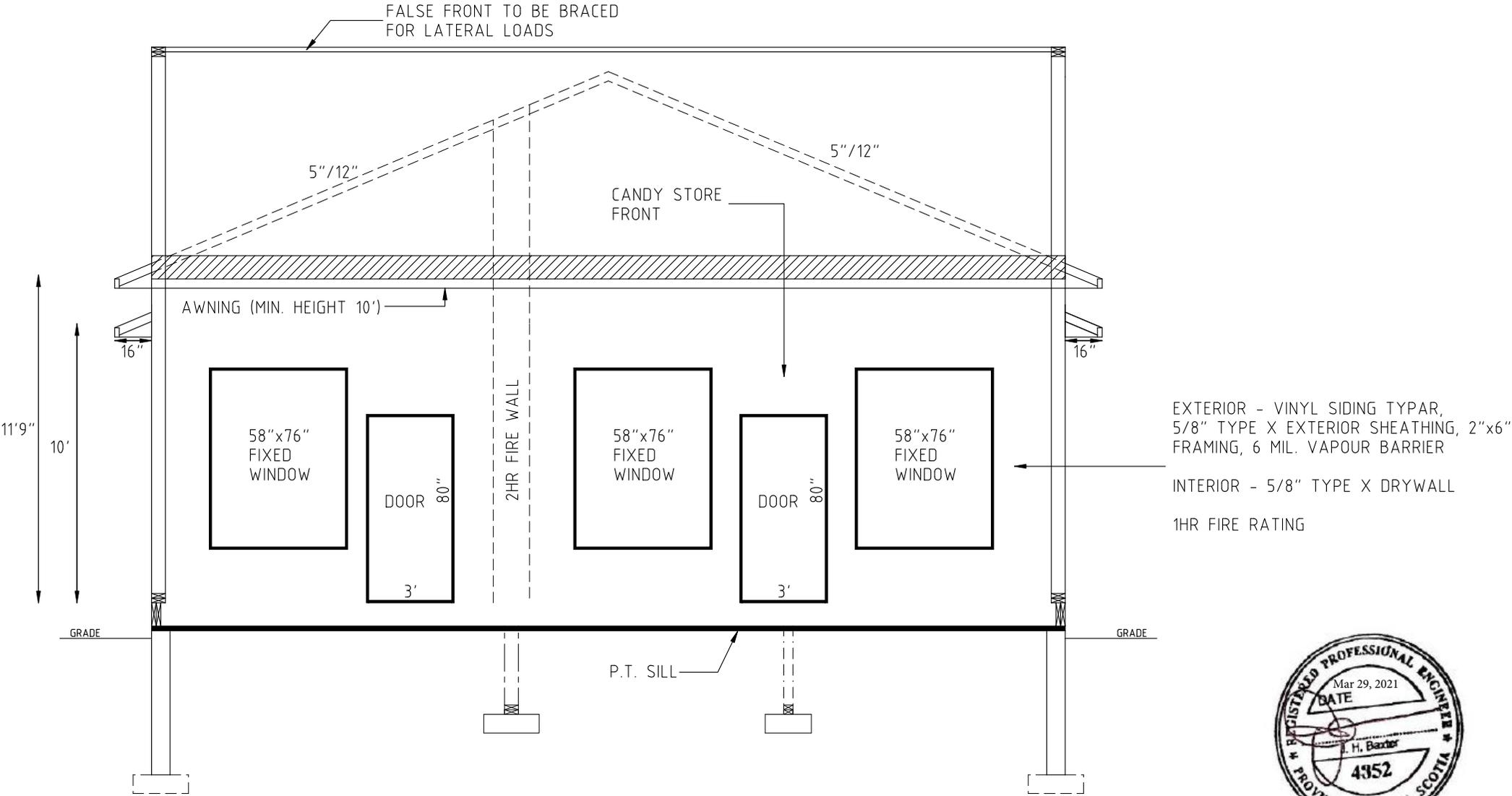
EAST ELEVATION (FACING EXISTING BUILDING)



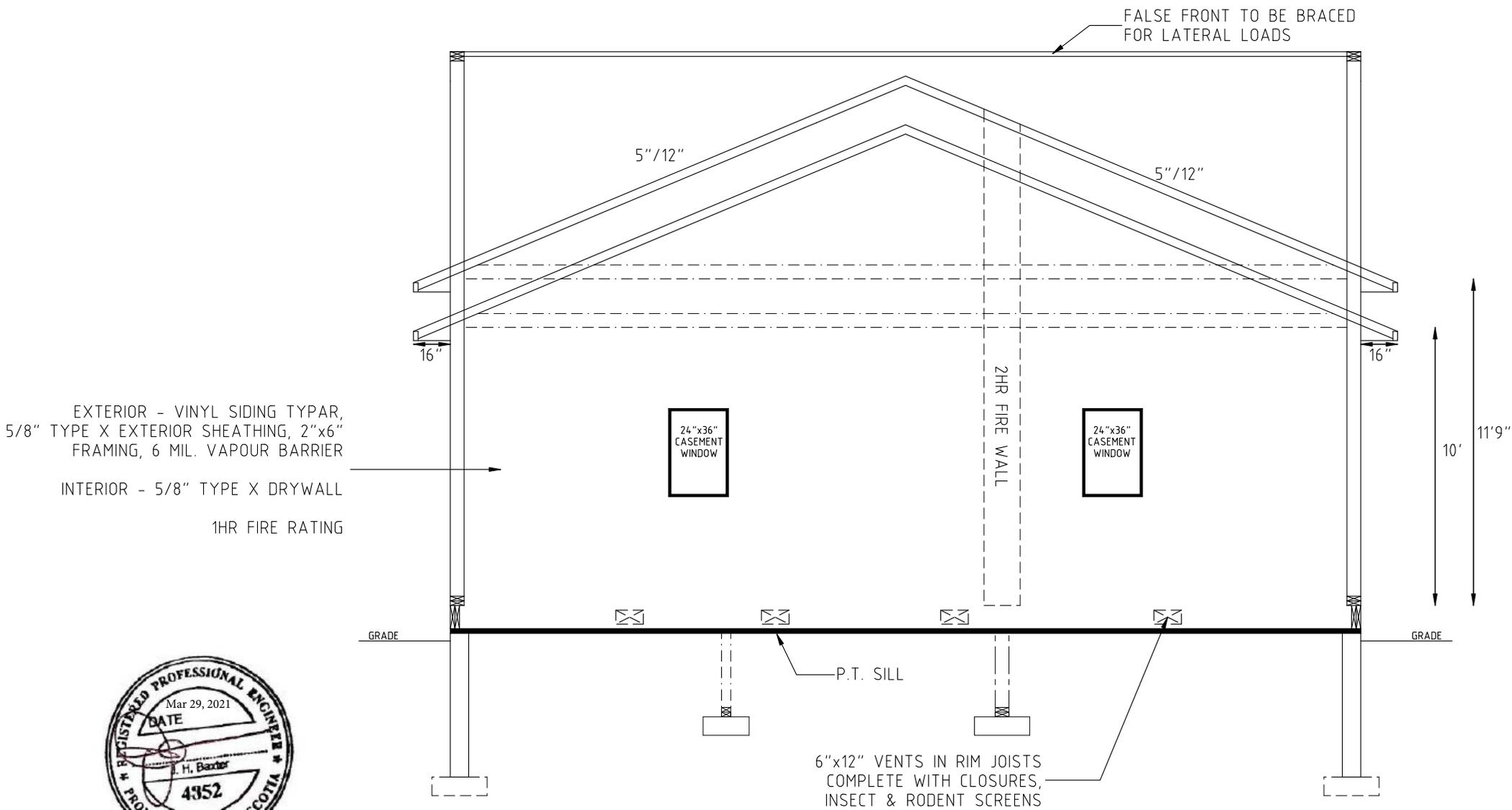
WEST ELEVATION



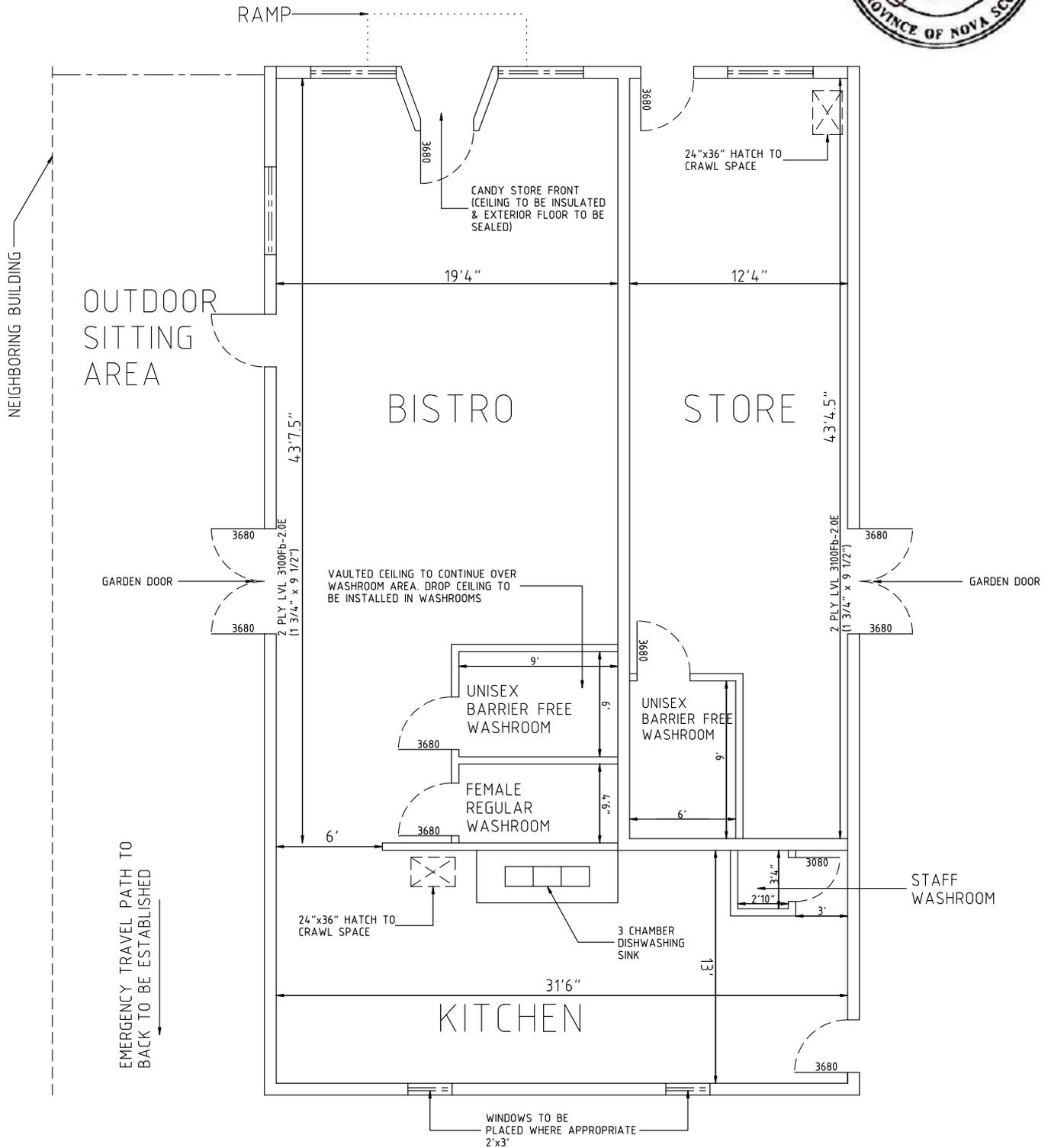
NORTH ELEVATION - SECTION



SOUTH ELEVATION - SECTION



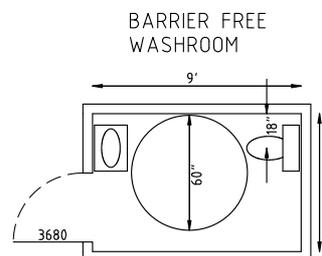
REVISED FLOOR PLAN



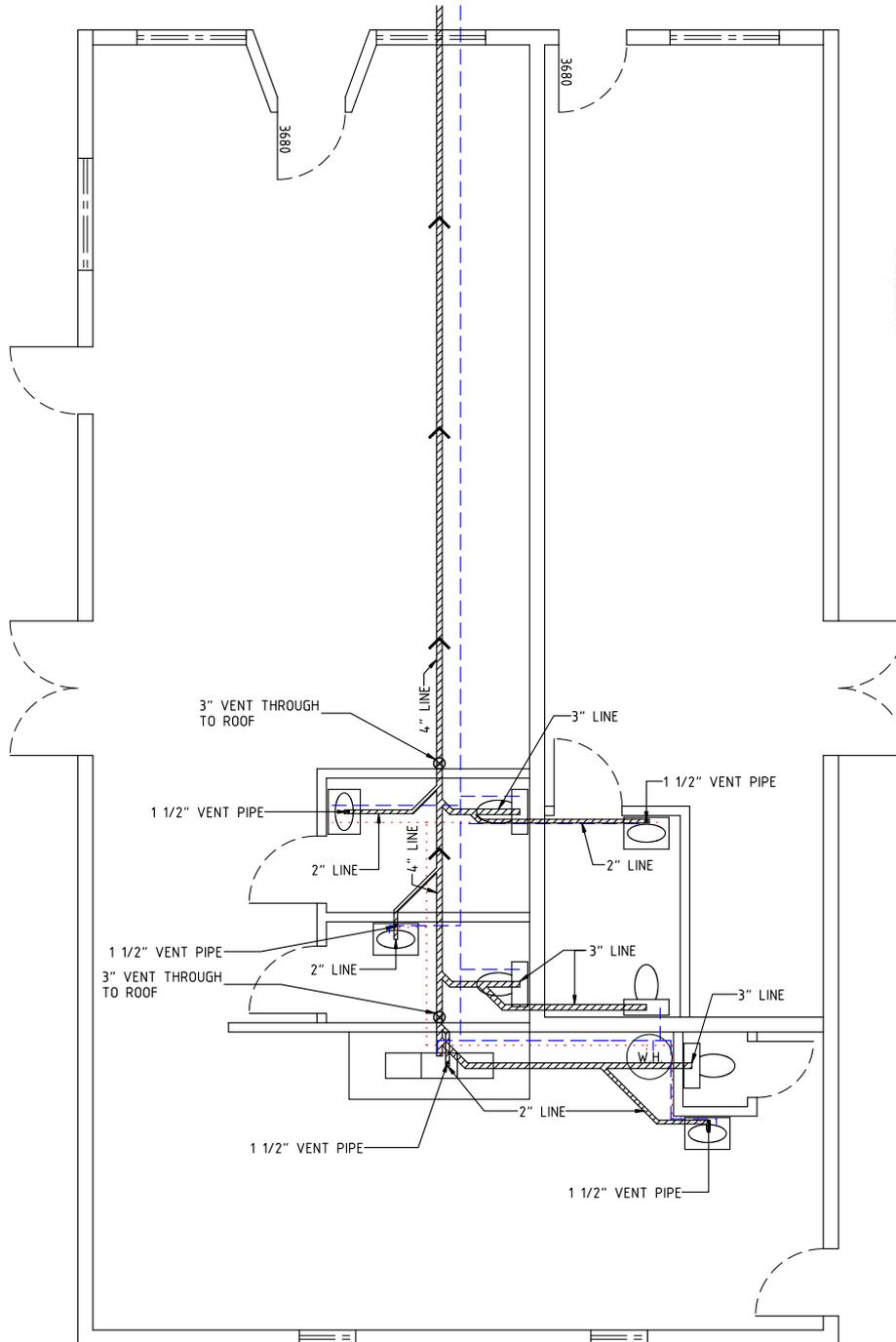
NOTES:

- MAINTAIN EMERGENCY TRAVEL PATH TO BACK.
- LAYOUT OF THE KITCHEN IS TO BE DETERMINED BY OWNER. NO KITCHEN EQUIPMENT WILL BE SPECIFIED TO USE A FIRE SUPPRESSION SYSTEM, ONLY REGULAR RANGE HOODS WILL BE REQUIRED.

DRAWING SCALE = 1:100



REVISED PLUMBING PLAN



- NOTES:
- 1) PIPES PASSING THROUGH 2HR FIRE WALL MUST BE SEALED WITH FIRE RATED SEALANT.
 - 2) 3" VENT THROUGH ROOF MUST BE INSTALLED WITH FIRE PROOF COLAR AT CEILING.
(CAN NOT BE INSTALLED THROUGH 2HR FIRE WALL)
 - 3) ALL SINK WILL BE INSTALLED WITH 1 1/2" VENT PIPE.
 - 4) ALL PLUMBING MUST BE INSTALLED ACCORDING TO THE NBCC.
 - 5) WATER HEATER TO BE A MINIMUM OF 60GALLONS.
 - 6) SCALE = 1:100

..... H.D.W.

----- D.W.

SCHEDULE "F"

DEVELOPMENT REBATE CALCULATION

Address: 36 Water Street, Oxford NS

Property Identification No.: 02002019

A. Pre-Development Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
2021-22	\$37,200

B. Post-Development Actual Taxable Assessed Value:

(2)

(3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2023	\$109,800	4.1557%
2.	2024	\$109,800	4.1557%
3.	2025	\$109,800	4.1557%
4.	2026	\$109,800	4.1557%
5.	2027	\$109,800	4.1557%
6.	2028	\$109,800	4.1557%
7.	2029	\$109,800	4.1557%
8.	2030	\$109,800	4.1557%
9.	2031	\$109,800	4.1557%
10.	2032	\$109,800	4.1557%

C. Development Rebates:

	(4)	(5) 1x3	(6) = (2-1)	(7) = (6 x 3)	(8) = (7 x 4)	(9) = ((2x3)-8)/2x3
Yrs	Rebate %	Tax on base amount	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1.	90%	\$1545.92	\$72,600	\$3017.04	\$ 2,715.33	40%
2.	80%	\$1545.92	\$72,600	\$3017.04	\$ 2,413.63	47%
3.	70%	\$1545.92	\$72,600	\$3017.04	\$ 2,111.93	54%
4.	60%	\$1545.92	\$72,600	\$3017.04	\$ 1,810.22	60%
5.	50%	\$1545.92	\$72,600	\$3017.04	\$ 1,508.52	67%
6.	50%	\$1545.92	\$72,600	\$3017.04	\$ 1,508.52	67%
7.	40%	\$1545.92	\$72,600	\$3017.04	\$ 1,206.82	74%
8.	30%	\$1545.92	\$72,600	\$3017.04	\$ 905.11	80%
9.	20%	\$1545.92	\$72,600	\$3017.04	\$ 603.41	87%
10.	10%	\$1545.92	\$72,600	\$3017.04	\$ 301.70	93%
			Totals:	\$30,170.38	15,085.19	
			Re-calculate:	50%		
			Total Allowable	\$15085.19		

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

APPENDIX "B"

**Town of Oxford
Phased-In Assessment Agreement**

THIS AGREEMENT made as of the _____ day of _____, 2____

BETWEEN:

Oxford Frozen Foods Limited
(the "**Applicant**")

– and –

The Town of Oxford
(the "**Town**")

WHEREAS the Town adopted By-Law No. 01-2018, cited as the "Commercial Development District Improvement Plan By-Law" (CDDI By-law), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the Central Development District.

AND WHEREAS the Applicant is the registered owner or the person having the owner's authorization, of an eligible property which is located within the Commercial Development District and has applied to the Town for participation in the Development Support Program for the Property described below in section 1 and in Schedule "A" of this Agreement; (the "**Property**");

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

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

1. PROPERTY INFORMATION:

Applicant: Jordan Burkhardt

Name of registered Property Owner: Oxford Frozen Foods Limited

Address of Property: 4967 Main Street, Oxford NS

Property Identification Number(s): 25338583

Mailing Address of Owner: PO Box 220, Oxford, NS B0M 1P0

Name of Agreement Recipient: Jordan Burkhardt

Mailing Address of Recipient: PO Box 220, Oxford, NS B0M 1P0

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

2. **DEFINITIONS**

Save and except as may be otherwise defined in this Agreement, the definitions of terms used in this Agreement shall be the same as the definitions for those terms as set out in the CDDI Bylaw. No. 01-2018, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the CDDI Bylaw.

The following terms shall have the meanings set out below:

- 2.1 Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the CDDI Bylaw No. 01-2018 enacted by the Town Clerk of the Town and as amended from time to time.
- 2.2 Applicant** means the owner of the property, or a person having the owner's authorization to apply for the Development Support Program.
- 2.3 Town Clerk** means the Town Clerk / Acting Town Clerk or designate of the Town. The Town Clerk is the administrator for purposes of this Agreement where authority is required to come from Council.
- 2.4 Town** means Town and staff of the Town.
- 2.5 Development Support Program** means program established by CDDI Bylaw for a maximum period of 10 years.
- 2.6 Development Rebate** means annual rebate amount calculated each year as set out in section 10 of the CDDI Bylaw.
- 2.7 Eligible Costs** means:
- Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
 - The cost of associated studies and surveys;
 - The cost of development of plans and specifications; and
 - The cost of implementation and administration of the project including staff and professional service costs for architectural, engineering,

legal, financial and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agency of such government.

2.8 **Eligible Use** means permitted commercial uses as set out in the *Town of Oxford Municipal Planning Strategy and Land Use Bylaw*.

2.9 **Owner** means the registered owner(s) of the Property at the date this Agreement is signed.

2.10 **Property** means the Property described in section 1 and Schedule "A" of this Agreement.

2.11 **Recipient** means the Applicant, authorized to receive a development rebate.

2.12 **Town Solicitor** means the lawyer appointed by the Town for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

3. PARTICIPATION IN DEVELOPMENT SUPPORT PROGRAM

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

the objectives and participation requirements of this Agreement and the CDDI Bylaw, attached as Schedule "C" to this Agreement, are met from year to year;

(a) all applicable Provincial and Town requirements, policies and procedures are met;

(b) the Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and

(c) the property has undergone development.

4. DEVELOPMENT REBATE FUNDING CALCULATION

4.1 A development rebate is calculated by the Town as a percentage of the Rebate Eligible Assessment as shown in Schedule "F" to this Agreement.

4.2 Prior to the commencement of the Development Support Program, the Town shall determine the Base Year Taxable Assessed Value used to calculate the Annual Rebate Eligible Tax Assessment and the corresponding annual development rebate payable for development. Following this determination, Schedule "F" will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual development rebate amount payable as determined by the Town.

4.3 The Applicant shall have an opportunity to review the Town's calculation of the Base Year Taxable Assessed Value prior to the finalization of Schedule "F",

however, the Town's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the development rebate, shall be final.

- 4.4 In calculating the annual development rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Development Rebate is payable, or the first year that the Owner elects to make the Annual Taxable Assessed Value election in accordance with this Agreement and CDDI Bylaw.
- 4.5 The development rebate will be reduced by the Town for the year in which a development rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the development rebate percentage level applicable to that year.
- 4.6 The total of development rebates paid over a ten-year maximum term of the program must not result in the calculation of the total increase in taxes payable during the Phase-In period being less than fifty (50%) percent of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

REBATE ELIGIBLE ASSESSMENT

- 4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.
- 4.8 The Rebate Eligible Assessment will be amended by the Town, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.
- 4.9 Where the Rebate Eligible Assessment is amended in accordance with section 4.8, future development rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of development rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of development rebates.
- 4.10 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the Town Clerk, may impact the calculation of the Rebate Eligible Assessment, the Town shall withhold any or all of the development Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the development rebate payable under this Agreement.

- 4.11 Where sections 4.9 and 4.10 apply, any overpayment of a development rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Town.
- 4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the development rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

5. **FUNDING PAYMENT**

- 5.1 Subject to Section 6 of this Agreement, development rebate payments to a maximum of ten (10) annual payments will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.
- 5.2 Development rebates cannot be applied as tax credits against the Property tax account.

6. **CONDITIONS OF PAYMENT**

- 6.1 The Town Clerk shall determine whether the Applicant has satisfied the participation requirements of this Agreement and the Schedules attached hereto.
- 6.2 A development rebate will only become payable after the property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the development for which the Applicant might receive a rebate.
- 6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:
- (a) there are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;
 - (b) there are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
 - (c) all other required criteria and conditions are met.

7. **OWNERS OBLIGATIONS**

Compliance with Rebate Application

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

Compliance with Town Directives

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

action to ensure compliance.

Compliance with Legislation

- 7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land-Use Bylaw requirements, Municipal requirements and other approvals required at law.

Demolition/Conversion

- 7.4 The Applicant covenants to the Town that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all of the payments over the term of this Agreement unless such demolition is required to enable Property enhancement approved by the Town under the terms of this Agreement.
- 7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.
- 7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole in part, the Town Clerk, in its sole discretion will cease to advance future development rebates or reduce the amount of future development rebates on a pro-rated basis to reflect the date of the demolition or conversion.

Payment of Costs

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

Development Permits

- 7.8 Applications for Development Support Program must be made prior to the issuance of the first Building Permit for the development.

8. ASSIGNMENT

- 8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer, or assign the Property or if for any reason the Property ceases to be registered in

the Owner's name prior to the advance of all of the development rebate payments, the Applicant will immediately notify the Town Clerk in writing of such change or proposed change of ownership.

8.2 The payment of development rebates shall cease upon the sale, transfer, or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the Town Clerk and the Town Solicitor, in which it is agreed that either:

(a) the new owner shall have the right to participate in the Development Support Program; or

(b) the Applicant shall continue to receive the Development rebates

Provided that:

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

and

(d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant obligations under this Agreement.

8.3 Where the Applicant wishes to assign the right to receive the development rebates to a recipient, who is not a new owner, the Town Clerk, in the Town Clerk's sole discretion, may agree to the assignment provided that the Recipient with the written consent of the owner enter into an agreement with the Town, in a form and content satisfactory to the Town Clerk and the Town Solicitor, acting reasonably, in which it is agreed, that such assignment shall not relieve the Applicant of any of the Applicant's obligations and responsibilities under this Agreement, nor shall it affect in any way the Town's rights under this Agreement.

8.4 It is the responsibility of the Applicant or Owner to provide in writing to the Town Clerk a change in Recipient. It is at the discretion of the Town Clerk to determine if an adjustment to the development rebate identification of a new Recipient by the Applicant.

9. TOWN RIGHTS

No Representation

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

No Claim for Compensation or Reimbursement

9.2 In the event that any of the conditions of this Agreement are not fulfilled and a development rebate is not advanced, or required to be repaid, or the

development rebate payments cease, or are delayed, the Applicant and Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town, and that the Town is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owners' compliance with this Agreement, or to terminate this Agreement.

10. DEFAULT AND REMEDIES

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

- (a) immediate termination and cessation or delay of the release of a development rebate otherwise payable to the Applicant; and
- (b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any development rebates paid to the Applicant or Owner together with interest at the established Town Rate.

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

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

such that the Town is unable to contact the Applicant or Owner for a period of time exceeding one (1) year.

- (f) any representation or warranty made by the Applicant or Owner in this Agreement, or the Development Support Program is incorrect in any material respect.
- (g) willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement,

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

10.4 Wherever in this Agreement the Town requires repayment of all or part of any Development rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town and may be added to the tax roll for the property, together with interest at the Town rate.

11. INDEMNITY

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

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

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

Agreement.

12. ADDITIONAL PROVISIONS

Term

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

Time of the Essence

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

Extension of Time

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

Registration

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

Schedules

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

Schedule "A" Legal Description of the Property

Schedule "B" Example of Development Rebate Calculation

Schedule "C" CDDI

Schedule "D" Development Support Program

Schedule "E" List of Development Plans

Schedule "F" Development Rebate Calculation

Survival of Covenants

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

Notice

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

(a) In the case of the Town of Oxford to:

Town Clerk
Town of Oxford
105 Lower Main Street
Oxford, NS B0M 1P0

(b) In the case of the Applicant to:

Jordan Burkhardt
4967 Main Street
Oxford, NS
B0M 1P0

(c) In the case of the Owner to:

Oxford Frozen Foods Ltd.
4967 Main Street
Oxford, NS
B0M 1P0

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

Entire Agreement

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

Municipal Government Act

12.9 Nothing in this Agreement limits or fetters the Town in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or Bylaw and in the event that the Town decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation,

such action by the Town is not in any manner affected or limited by reason of the Town entering into this Agreement.

Governing Law

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

Waiver and Consent

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

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

Headings

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

Extended Meanings

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

Severability

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

Further Assurances

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

Force Majeure

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds), without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period or disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

Successors and Assigns

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

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives effective this _____ day of, 20_____

TOWN OF OXFORD

Name: Gregory Henley
Title: Mayor

Witness

OXFORD FROZEN FOODS LIMITED

Name: Jordan Burkhardt
Title: Director of Administration

Witness

I have authority to bind the corporation.

Authorized by Chapter 13 of the Acts of 2016 to amend the Municipal Government Act to create Section 71C and 71DF, which allows the Town to pass by-law 01-2018, to be enacted by the Town Clerk of the Town of Oxford, under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 18 on (insert date)

SCHEDULE "B"

EXAMPLE OF DEVELOPMENT REBATE CALCULATION

A. Pre-Development Base Year Taxable Assessed Value:

(1)	
Base Year	Base Year Taxable Assessed Value
2000	\$100,000

B. Post-Development Actual Taxable Assessed Value:

Yrs	Rebate Year	(2)	(3)
		Actual Taxable Assessed Value	Current Commercial Municipal Tax
1.	2001	\$200,000	3.00%
2.	2002	\$200,000	3.00%
3.	2003	\$225,000	3.00%
4.	2004	\$250,000	3.00%
5.	2005	\$225,000	3.00%
6.	2006	\$225,000	3.00%
7.	2007	\$225,000	3.00%
8.	2008	\$225,000	3.00%
9.	2009	\$200,000	3.00%
10.	2010	\$200,000	3.00%

C. Development Rebates:

(4) (5) 1x3 (6) = (2-1) (7) = (6 x 3) (8) = (7 x 4) (9) = ((2x3)-8)/2x3

Yrs	Rebate %	Tax on base amount	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1.	90%	\$3,000	\$100,000	\$3,000	\$2,700	55%
2.	80%	\$3,000	\$100,000	\$3,000	\$2,400	60%
3.	70%	\$3,000	\$125,000	\$3,750	\$2,625	61%
4.	60%	\$3,000	\$150,000	\$4,500	\$2,700	64%
5.	50%	\$3,000	\$125,000	\$3,750	\$1875	72%
6.	50%	\$3,000	\$125,000	\$3,750	\$1875	72%
7.	40%	\$3,000	\$125,000	\$3,750	\$1500	78%
8.	30%	\$3,000	\$125,000	\$3,750	\$1125	83%
9.	20%	\$3,000	\$100,000	\$3,000	\$600	90%
10.	8%	\$3,000	\$100,000	\$3,000	\$225	96%
Totals :				\$35,250	\$17,625	
Re-calculate:				50%		
Total Allowable				\$17,625		

Total Allowable Development Rebates over the program period cannot exceed 50%.

SCHEDULE "C"

CDDI BY-LAW 01-2018

COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENTS IN THE TOWN OF OXFORD

Bylaw #01-2018
Commercial Development District
Improvement Plan Bylaw

WHEREAS it is desirable to permit the phasing-in, over a period of up to 10 years, of an increase to the taxable assessed value of certain commercial properties located in the Town of Oxford Commercial Development District and to provide a partial rebate of taxes paid by the Owner during the phasing-in period;

AND WHEREAS the *Municipal Government Act* allows the municipality with the approval of the Minister of Municipal Affairs to pass this Bylaw;

The Town Clerk of the Town of Oxford, under the authority of the *Municipal Government Act*, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following Bylaw:

Title

1. This Bylaw is entitled the "Commercial Development District Improvement Plan Bylaw".

Definitions

2. In this Bylaw:
 - a) "Actual Taxable Assessed Value" means the taxable assessed value pursuant to the assessment roll for the taxation year in which the Rebate Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.
 - b) "Annual Rebate" is the amount of the rebate in a year paid to an Owner of an Eligible Property that is subject to a Phased-In Assessment Agreement pursuant to section [10] of this Bylaw.
 - c) "Base Year Taxable Assessed Value" means the taxable assessed value of an Eligible Property in the taxation year in which a Phased-In Assessment Agreement is signed for the Eligible Property, subject to any adjustments to taxes arising from assessment appeals or changes to the taxable assessed value made by the Property Valuation Services Corporation (PVSC) through requests for reconsideration.
 - d) "Commercial Development District" or "CDD" means the area of the Town of Oxford established

by section [4] of this Bylaw.

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

Rebate Eligible Assessment = Actual Taxable Assessed Value minus Base Year Taxable Assessed Value.

Application

- 3. This Bylaw repeals and replaces By-law #0-12017.
- 4. This Bylaw applies to Eligible Properties located in the CDD.
- 5. The CDD for the Town of Oxford is depicted in the attached Appendix “A” and is hereby established in accordance with the Town of Oxford *Municipal Planning Strategy*.

Development Support Program

- 6. A Development Support Program is established to aid Owners of Eligible Properties in the CDD by providing the possibility of an annual partial rebate on taxes paid by the Owner if the Owner has undertaken Development of their Eligible Property.
- 7. Prior to receiving support through the Development Support Program, an Owner of an Eligible Property must enter into a Phased-In Assessment Agreement with the Town of Oxford.

Eligibility

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

Phased-In Assessment Agreement

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

Rebate Calculation

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

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

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

Rebate Limits

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

Adjustments

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

Duration

- 13. Annual Rebates will only become payable to the Owner after the Eligible Property is first reassessed by the Property Valuation Services Corporation (PVSC) to fully reflect the Development for which the Owner is receiving the rebate.

14. All support under the Development Support Program will cease if, during the term of the Phased-In Assessment Agreement, a building on the subject property is demolished except to allow for eligible Development. Annual Rebates that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

Staged Development

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

Condominiums

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

Repeal

17. (1) If this Bylaw, or any portion thereof, is repealed, any Owner of an eligible property in a CDD who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the Development Support Program, as applicable, in accordance with this Bylaw, despite its whole or partial repeal.

(2) In the event of a repeal in (1), for the Owner of an eligible property in the CDD who has been accepted into the Development Support Program as of the date of the repeal, this Bylaw will continue to be considered to be in force and effect only for the limited purpose of providing for the continuation of the Development Support Program for that Owner until the ten-year maximum term is completed or the Owner's participation in the Development Support Program is discontinued.

Other Conditions

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

Payment

- 21. The Town of Oxford will pay Annual Rebates once annually, in the last quarter of the year, provided that:
 - a) there are no outstanding taxes, water rates, or other sums owed to the Town of Oxford with respect to the subject property;
 - b) there are no outstanding work orders or orders or requests to comply from any municipal or provincial entity with respect to the subject property; and
 - c) all other eligibility criteria and conditions are met.
- 22. An Owner will not be entitled to an Annual Rebate if the property subject to a Phased-In Assessment Agreement does not meet the conditions of section 21 at the time the Annual Rebate is due to be paid.
- 23. Annual Development Rebates will not be applied as tax credits against property tax accounts.
- 24. In case of an assessment appeal, the Town of Oxford reserves the right to withhold Annual Development Rebates pending final disposition of the appeal.

Requirement to Review Bylaw

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

Clerk’s Annotation for Official Bylaw Book

Date of First Reading:	16 April 2018
Date of advertisement of Notice of Intent to Consider:	2 May 2018
Date of Final Reading:	22 May 2018
Effective Date:	20 June 2018
*Date of advertisement of Passage of Bylaw:	20 June 2018
Date of mailing to Minister a certified copy of the Bylaw:	5 July 2018

THIS IS TO CERTIFY THAT this Bylaw was adopted by Town Clerk and published as indicated above.

Chief Administrative Officer

Date

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

SCHEDULE "D"

DEVELOPMENT SUPPORT PROGRAM



TOWN OF OXFORD

APPLICATION FOR DEVELOPMENT SUPPORT PROGRAM

The Town of Oxford's Commercial Development District Improvement Plan Bylaw allows property owners, undertaking new commercial developments in certain areas of the Town, to apply to have the increase in property taxes, resulting from these new developments, to be phased in over a period of five or ten years, depending the scale of the development. You may be eligible for the incentive if the location of your proposed development is within the geographic boundaries as defined in the bylaw. Any property owner wishing to be considered for this Development Support Program must first complete this application form.

1. Name of Property Owner:

Oxford Frozen Foods Limited

2. Civic Address of Property:

4967 Main Street

3. Property Identification Number:

25338583

4. Assessment Account Number:

05979188

5. Building permit number (you must obtain a building permit prior to applying for the Development Support Program):

19-0299

Signature of Applicant and Title (Owner, Registered Agent, etc.):

Jordan Burkhardt, Director of Administration

Name of Applicant (please print):

Jordan Burkhardt

Mailing Address, Telephone Number and email address of Owner:

4881 Main Street
Oxford, NS
B0M1P0

Date: March 13/2022

APPLICATION MUST BE SUBMITTED TO RUTHANN BROOKINS, SENIOR ACCOUNTANT, TOWN OF OXFORD, 105 LOWER MAIN STREET, PO BOX 338, OXFORD, NS B0M 1P0.

ruthann.brookins@oxfordns.ca

SCHEDULE "E"

LIST OF DEVELOPMENT PLANS & DRAWINGS

Development of a three-story office building housing both Bragg Group of Company and Oxford Food Group personnel. Building has been designed with an effort to tie into the Town with current buildings as well.

The architectural drawing set includes two elevations of a three-story office building. The top elevation shows a facade with a central entrance and multiple windows, with grid lines 1, 2, 3, 4, and 3.9. The bottom elevation shows a similar facade with a different window arrangement. To the right of the elevations are material samples: MB1 and MB3 show stone patterns; MB2 shows window blind details; and a section labeled 'WINDOXY BLIND (CLAY BRICK & THOUSAND)' shows a brick pattern. The title block on the right contains logos for OXFORD, JG, MCW Maricor, and harveyARCHITECTURE. It also includes a project schedule table and project details.

No.	Description	Date
14	EXTERIOR GRID ALIAS	2018.10.18
13	ISSUE FOR CONSTRUCTION	2018.09.26
6	RENDERING	2018.07.22
7	ISSUE FOR REVIEW	2018.07.11
8	INTERIOR PRESENTATION	2018.06.18
11a	Revised	Date

Project: OXFORD FOODS
 Date: 1/2
 Drawn: JGP
 Checked: JGP
 Scale: As indicated

SCHEDULE "F"

DEVELOPMENT REBATE CALCULATION

Address:

Property Identification No.:

A. Pre-Development Base Year Taxable Assessed Value:

(1)

Base Year	Base Year Taxable Assessed Value
2020-21	\$12,400

B. Post-Development Actual Taxable Assessed Value:

(2)

(3)

Yrs	Rebate Year	Actual Taxable Assessed Value	Current Commercial Municipal Tax Rate
1.	2022	\$3,054,500	4.1557%
2.	2023	\$3,054,500	4.1557%
3.	2024	\$3,054,500	4.1557%
4.	2025	\$3,054,500	4.1557%
5.	2026	\$3,054,500	4.1557%
6.	2027	\$3,054,500	4.1557%
7.	2028	\$3,054,500	4.1557%
8.	2029	\$3,054,500	4.1557%
9.	2030	\$3,054,500	4.1557%
10.	2031	\$3,054,500	4.1557%

C. Development Rebates:

(4)
8)/2x3

(5) 1x3

(6) = (2-1)

(7) = (6 x 3)

(8) = (7 x 4)

(9)=((2x3)-

Yrs	Rebate %	tax on base amount	Rebate Eligible Assessment	Rebate Eligible Taxes	Rebate Amount \$	Cumulative % Payable
1.	90%	\$515.31	\$3,042,100	\$126,400.55	\$113,778.5	10%
2.	80%	\$515.31	\$3,042,100	\$126,400.55	\$101,136.44	20%
3.	70%	\$515.31	\$ 3,042,100	\$126,400.55	\$88,494.38	30%
4.	60%	\$515.31	\$ 3,042,100	\$126,400.55	\$75,852.33	40%
5.	50%	\$515.31	\$ 3,042,100	\$126,400.55	\$63,210.27	50%
6.	50%	\$515.31	\$ 3,042,100	\$126,400.55	\$63,210.27	50%
7.	40%	\$515.31	\$ 3,042,100	\$126,400.55	\$50,568.22	60%
8.	30%	\$515.31	\$ 3,042,100	\$126,400.55	\$37,926.16	70%
9.	20%	\$515.31	\$ 3,042,100	\$126,400.55	\$25,284.11	80%
10.	10%	\$515.31	\$ 3,042,100	\$126,400.55	\$12,642.05	90%
Totals:				\$1264,205.5	\$632,102.75	
Re-calculate:				50%		
Total Allowable				\$632,102.75		

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

Approved December 20, 2021

2021 / 2022 Boards and Committees

Last Amended: February 22, 2022

Boards	
All Saints Community Health Care Foundation	Councillor Black
Cumberland Joint Services Management Authority - (CJSMA)	Deputy Mayor Adshade
Cumberland Regional Library Board	Councillor Black
Lillian Albion Animal Shelter	There is currently no space for Oxford at this time, the board is full. (2021)
Municipal Alcohol Program Board (MAP)	Councillor Black
Police Advisory Board	Deputy Mayor Adshade, Councillor Colborne, Myra Thiemann (public appointee), Mike Masters (public appointee), Thomas Shears DOJ Representative
Committees - Internal	
Accessibility Committee	Councillor MacDonald (Chair), Josephine MacDonald (Vice Chair), Tracy Briggs, Mandy Blake, Brenda MacDonald, Margaret Hodgins and Meagan Marchant
Arena Committee	Councillor Colborne, Councillor MacDonald, Councillor Jones and public members - Jennifer Kouwenberg and 1 vacant position
Arena Fundraising Committee	Chairperson Councillor Colborne, Councillor Jones, Councillor McNutt, Recreation Director (vacant) and Community Members: Bev Clark, Tracy Black, Greg Wood, Alfie King, Eleanor Crowley, Joe Reade, Tom Reid, Tracy Sweet, Dave Clark and Jennifer
Audit Committee	Councillor Jones, Councillor Black (Chair), Councillor McNutt, Tracy Black, and Dave Clark
Community Economic Development Committee	Councillor MacDonald, Councillor Jones and Public Appointees (2 vacant)
Fire Department Committee	Councillor MacDonald and Councillor Colborne
Municipal Boundary Review Committee	Deputy Mayor Adshade and Councillor McNutt - Public Appointee (1 vacant)
Occupational Health & Safety	Town Clerk Cloney, Chair Nick Purdy, Catherine Smith (Administration), Cheryl Ingraham (Cross Guard), Taze Lockhart (Public Works), David Mattinson (Public Works) and Bruce Beattie (Oxford Fire Department)
Personnel Committee	Mayor Henley, Councillor Black, and Councillor Jones (Chair)
Procurement Committee	Mayor Henley, Councillor Jones (Chair) and Councillor Black
Public Works Committee	Councillor Colborne, Councillor Black, Councillor Jones (Chair)
Recreation Commission	Councillor McNutt (Chair), Deputy Mayor Adshade, Haylen Bezubiak, Sarah Henley, Kristen Thompson, Kody Wood and Connor Patriquin
Town Buildings Committee	Mayor Henley, Deputy Mayor Adshade, Councilor Colborne, Councilor Jones (Chair)
Town Services Committee	Councilor MacDonald, Councilor Colborne, Councilor Jones (Chair) and Mayor Henley (spare)
Website Committee	Mayor Henley, Deputy Mayor Adshade (Chair) and Mark Rushton (public appointee)
Committees - External	
Cumberland Central Landfill Community Liaison Committee	Councillor Jones
Cumberland Forestry Advisory Committee	Deputy Mayor Adshade
Cumberland Region Tourism Marketing Committee	Councillor MacDonald
Team Cumberland Committee	Councillor MacDonald
Intermunicipal Poverty Reduction Advisory Committee	Councillor Black, Michelle Cann (Public Appointee), Helen Reade (Public Appointee)
Northern Region Solid Waste Management Committee	Councillor McNutt

Approved December 20, 2021

Physician Recruitment Committee	Mayor Henley
Regional Emergency Measures Organization Advisory Committee - (REMO)	Councillor Colborne
Tourism Advisory Committee	Councillor MacDonald
Victorian Order of Nurses (VON)	Mayor Henley and Councillor Colborne



Chief Administrative Officer Policy

Title

1. This Policy may be cited as the “CAO” of the Town of Oxford.

Purpose

2. This policy establishes the position of Chief Administrative Officer (COA) in the Town’s Governance and Administrative Structures.

Policy

3. The Town of Oxford shall employ a CAO who shall be the head of the administrative branch of the government and is responsible to Municipal Council for the proper administration of the affairs of the Town in accordance with its by-laws and policies and where no policy or by-law exists, under the direction of Council.
4. Council shall provide direction on the plans, policies, and programs of the Town to the CAO.
5. Apart from general information exchange, Council shall communicate with the employees of the Town solely through the CAO.
6. The CAO shall communicate with the Mayor on relevant information that arises between Council and Committee of Council meetings, and the CAO shall advise Council on a regular basis.
7. The CAO may attend all meetings of the Council and any board, committee, commission, or corporation of the Town and make observations and suggestions on any object under discussion.

Responsibilities of the CAO

8. The CAO shall:
 - a. administer the day to day business affairs of the Town, in accordance with the budget, by-laws, policies and plans approved by Council, and report to Council thereon;

- b. co-ordinate and direct the preparation of plans and programs to be submitted to Council for the construction, rehabilitation and maintenance of all municipal property and facilities;
- c. be responsible for the development, administration, accountability and control of the annual budgets adopted by Council;
- d. present to Council for its consideration recommendations from the Department Heads, along with appropriate commentary from the CAO, concerning any aspect of internal operation, along with proposed By-laws and Resolutions to give effect to such recommendations as may be adopted by Council;
- e. meet with Department Heads and staff regularly for discussion of matters of policy and for co-ordination of municipal activities;
- f. make written recommendations to Council, when the CAO or the Council deems it necessary, with respect to a chosen topic and those recommendations shall be recorded as part of the minutes of the proceedings;
- g. have the authority to review the Town's administrative organization, structure, and operations and recommend any changes that would, in the opinion of the CAO, improve the effectiveness or efficiency of the internal operation;
- h. recommend to Council the appointment, employment, suspension or dismissal of Department Heads;
- i. appoint, employ, manage, suspend, or dismiss all other employees in accordance with the Personnel Policy and Collective Agreement approved by Municipal Council and with notification to Municipal Council;
- j. have power to make or to authorize making expenditures for the purchase of equipment, supplies or other items required for carrying on the business of the Town, and to enter into contracts therefore on behalf of the Town, subject to the policies approved by Municipal Council;
- k. subject to policies adopted by Council, sell any property belonging to the Town not exceeding a value of five thousand Dollars (\$5,000) which, in the opinion of the CAO, is no longer needed by the Town or which is obsolete or unsuitable for use; with council notification prior to sale.
- l. supervise the performance of all contracts or agreements entered into by the Town and ensure that all the conditions relating thereto have been fulfilled in accordance with the provisions of such contracts or agreements and the CAO shall report to the Council respecting such contracts;
- m. obtain information regarding all boards and commissions which affect the interests of the Town and report to Council regarding same when, in the opinion of the CAO or Council, such reports are deemed necessary;
- n. carry out such additional duties and exercise such additional responsibilities as Council may assign or which are designated through the Municipal Government Act.
- o. Meet bi-monthly with all Town employees to discuss any issues that may require the CAO's attention.

Absences

9. In the event of the temporary absence or disability of the CAO, the CAO may designate by letter to be filed with the Mayor, a qualified person to perform the duties of the CAO during that absence.
10. If the absence or disability of the CAO will be lengthy, or the designation noted in Section 9 is not made, the Council shall appoint a qualified person to perform the duties of the CAO until the CAO returns.

Miscellaneous

11. The CAO, to assist in performing the duties of that office, may use the services of any and all municipal staff.

DRAFT

MAR 14 2022

Oxford Mayor and Council

13 March 2022

We will be putting a mini home on our lot at 1720 Black River Road this summer, around June or July, depending on builder, Prestige Homes. We are aware that town water currently goes as far as the DOT building which is across from our lot as well as to the homes of Greg Mattinson and Denise Lawrence which are two and three properties up farther than ours.

We wish to access town water for our new home. Well water in that area is known to be of poor quality, containing sulfur and iron among other contaminants. Our neighbours, Shelley Mattinson and Darren Rogers are also interested in accessing town water services at the same time. We would of course pay the expense to bring the water line across the road and to our respective properties.

We understand that the sewer line is already on our side of the road and we wish to access this as well.

We appreciate your consideration of this request and await your response.

Respectfully,

Carla and Mark Benjamin

Shelley Mattinson and Darren Rogers

March 31st, 2022
Town of Oxford
Oxford, NS

Good day,

My name is Rebecca Carter and I am the current Technology Education teacher at Oxford Regional Education Center and I hope this email finds you well. I wanted to reach out to discuss the possibility of a donation to the skilled trades department of the school. My students recently completed two picnic tables for the school through a grant and they turned out fantastic. They are loved by the school population as a place to eat outside during the nice weather.

It was a great team building experience for my students and they are eager to give back to the community and are very interested in continuing to complete projects like these tables.

I can provide the space and labor for students to build the tables (Dimensions of each table were 8' X 5') we would be looking for a donation of materials. The amount would depend on if the town was interested in this arrangement and how many they would like made.

These picnic tables are weatherproofed to ensure they hold up to outside conditions. If you think the town would be interested in partnering with us, I would love to hear back and answer any questions.

Thank you for your time and I look forward to hearing back

Rebecca Carter
Technology Education
Oxford Regional Education Center
carterre@gnspe.ca
902-447-4513

From: [Robert Moores](#)
To: [Linda Cloney](#); [Dianna Moores](#)
Subject: 79 Jackson St.
Date: March 21, 2022 1:37:11 PM
Attachments: [Invoice.pdf](#)
[Invoice2.pdf](#)

Dear Ms. Cloney: As you are no doubt aware, the works department came to our home and confirmed that the blockage was in fact in the Town's lines. As there is no access to the sewer lines on Henderson St. they cleared the blockage through our sewer connection. Dianna contacted the Town each time there was a problem to be told that it was not the Town's problem or that they had checked the lines. However, they only checked the lines further down from our house in the drainage system so they never actually checked the line near our home. As a result, we had to arrange a private plumbing company to come 3 times to attempt to deal with the problem. Ultimately, we had to have a video camera run to establish that the blockage was in the Town's line. This cost is a substantial amount for us. I am attaching the invoices for all three service calls. It is our expectation that the Town will reimburse us for the expense. Had the Town actually checked the line on Henderson St. we would not have had to bear this cost and massive inconvenience.

I look forward to resolving this amicably.

Sincerely,

Robert E. Moores B.A., LL.B. 79 Jackson St., P.O. Box 377 Oxford, Nova Scotia B0M 1P0
robertemoores@yahoo.ca

Invoice

Cory Allen's Plumbing & Heating Ltd.
205 Ogden Mill Road
Sackville, NB
E4L 3J5
506-364-7138
c.allenplumbing@outlook.com



**CORY ALLEN'S
PLUMBING &
HEATING LTD.**

Date: 2022/02/04
Invoice No.: 3648

Ship To:
dianna.moores@nslegalaid.ca

Bill To:
Dianna Moores
79 Jackson St.
Oxford, NS
B0M 1P0
(902)694-9079

	Description	Unit Price	HST	Total
2	Labor 1 Man On Jan 31	\$70.00	\$21.00	\$140.00
1	Power Auger Fee	\$65.00	\$9.75	\$65.00
1	Rubber Gloves & Rags	\$9.80	\$1.47	\$9.80
1	Service Charge	\$7.80	\$1.17	\$7.80

Subtotal \$222.60
HST \$33.39
Total \$255.99
Balance Due \$255.99

PAYMENT DUE UPON RECEIVING INVOICE *All payments must be made by cheque (payable to Cory Allen's Plumbing & Heating Ltd.), cash, or E-transfer to c.allenplumbing@outlook.com
(We are set up for Auto-Deposit. Please reference invoice number in message.)
Interest will be applied to all outstanding balances in excess of 30 days at the rate of 2.5% per month. The customer will be liable to meet the cost of any additional work, services, or material to resolve any event or situation that may occur during the course of the job that are unexpected or beyond the control of Cory Allen's Plumbing & Heating Ltd. Cory Allen's Plumbing & Heating Ltd. will not be held responsible for the expenses incurred from such event.

Thank you for your business.
- Cory & Rebecca
HST: 79180 6060 RT0001

Invoice

Cory Allen's Plumbing & Heating Ltd.
205 Ogden Mill Road
Sackville, NB
E4L 3J5
506-364-7138
c.allenplumbing@outlook.com



**CORY ALLEN'S
PLUMBING &
HEATING LTD.**

Date: 2022/03/05
Invoice No.: 3711

Ship To:
dianna.moores@nslegalaid.ca

Bill To:
Dianna Moores
79 Jackson St.
Oxford, NS
B0M 1P0
(902)694-9079

	Description	Unit Price	HST	Total
2	Labor 2 Men On Feb 16/ 2022	\$110.00	\$33.00	\$220.00
2	Labor 2 Men On Feb 25/ 2022	\$125.00	\$37.50	\$250.00
1	Power Auger Fee	\$65.00	\$9.75	\$65.00
1	Camera Fee	\$200.00	\$30.00	\$200.00
4	Rubber Gloves	\$4.80	\$2.88	\$19.20
2	Truck Charge	\$15.00	\$4.50	\$30.00

Subtotal \$784.20
HST \$117.63
Total \$901.83
Balance Due \$901.83

PAYMENT DUE UPON RECEIVING INVOICE *All payments must be made by cheque (payable to Cory Allen's Plumbing & Heating Ltd.), cash, or E-transfer to c.allenplumbing@outlook.com
(We are set up for Auto-Deposit. Please reference invoice number in message.)
Interest will be applied to all outstanding balances in excess of 30 days at the rate of 2.5% per month. The customer will be liable to meet the cost of any additional work, services, or material to resolve any event or situation that may occur during the course of the job that are unexpected or beyond the control of Cory Allen's Plumbing & Heating Ltd. Cory Allen's Plumbing & Heating Ltd. will not be held responsible for the expenses incurred from such event.

Thank you for your business.
- Cory & Rebecca
HST: 79180 6060 RT0001

From: [Kirsteen Thomson](#)

Sent: March 24, 2022 2:54 PM

To: [Public Works](#)

Subject: Re: Cumberland County Exhibition Grounds

Hi Nick

Thank you for meeting with me today to look at the issues on the Exhibition grounds.

As we saw when we toured the grounds, the obvious damage to the fencing was in a section along the river opposite the arena and a post by the back gate that has been knocked out of alignment. Also, there are 2 piles of rubble near our pile of arena footing that have to be removed.

Kirsteen Thomson
General Manager
Cumberland County Exhibition

From: [Jordan Burkhardt](#)
To: [Linda Cloney](#)
Subject: Meadow Lane
Date: April 13, 2022 4:28:40 PM

Hi Linda,

We have been looking at locations in the community for our houses. Who would have thought lots would be so challenging factoring in them having water and septic. Not me at least.

In an effort to "spread these throughout the community" and factoring costs of services to the lots we feel we have finally made significant progress.

We are reaching out to see if the Town would be willing to share the cost of servicing one location for running the services down the main road. This is Meadow Lane. The current line is not sufficient and Brenton has put costs together with an estimate of the costs being in the \$90,000 - \$100,000 range. We appreciate this total cost would be a significant cost to the Town. We would be placing 6 houses in this location.

All other locations we have chosen for the rest of the homes we would be prepared to cover the costs of getting the services connected.

If you could please take this to Council for their consideration would be greatly appreciated.

Thanks,

Jordan

Jordan Burkhardt
Director, Administration
OXFORD FOOD GROUP
4881 Main Street, PO Box 220, Oxford, NS B0M 1P0
T 902-447-2100 Ext 6064 • F 902-447-3245



 Please consider the environment before printing this email.

Thank you for being part of NSCC's community of donors and supporters - your commitment to NSCC students is invaluable. As we celebrate 25 years of education and excellence at NSCC, we acknowledge and celebrate the **achievements and successes made possible thanks to donor support** and look forward to the future, and the stories that are yet to be written.

Thanks to your generosity and dedication to education, NSCC students are one step closer to achieving their education and career goals. Though the learning environment was different again this year, there is no doubt that **your unwavering support has been critical to students' success.**

Thank you for your leadership and care.

Town of Oxford Bursary



Madison M.

Social Services, Cumberland Campus

"I am going on to my second semester online this will impact my learning because I will need to work harder. I will be able to buy textbooks and supplies I may need for my courses this semester. This will ensure that I will continue to stay in my course and finish. For that I am thankful everyday. With this award I will also continue to work hard and ensure that I finish my program and courses with my best work. I am thankful to be receiving

this award from my home town and will be using it wisely through my semester."

"Growing up I saw my sister go to NSCC and she had a wonderful experience. I then knew that NSCC would be a good fit for me and that I'd be comfortable and happy being a student there. I am now in my second year and I am still thankful I chose NSCC as my school and I am thankful for a wonderful school to learn from. As I continue doing my schoolwork there I have learned a lot and also had many experiences I wouldn't have had anywhere else and I enjoy my school which is something not everyone says.

Thank you for supporting me with this award, I am over the moon. I am thankful to be able to accept this award and as a student I will continue to work hard through my courses."



Hope R.

Practical Nursing, Cumberland Campus

"This award will greatly impact my educational journey at NSCC and make it possible without financial struggle! With this award I will be able to focus my full attention on my studies instead of stressing about how I will pay my first year of the practical nursing program. This bursary will help me put forth the effort to work hard and be proud of the work I am doing. It will motivate me to become a role model for my friends, family, peers, and future students. This award will help me build the steppingstones towards my future in the healthcare field."

"My name is Hope and I'm from Oxford - I recently graduated from OREC and am now a full-time student in the Practical Nursing program at NSCC Cumberland in Amherst. I have been an active member of the 4-H program for the last 6 years and enjoy showing livestock. I currently work part time at East Cumberland Lodge as a family interactions coordinator. When I'm not at work or at the barn you can most likely find me adventuring on my town's local trails. I chose NSCC Cumberland Campus because of an 02 trip my class took when I was in grade 10. I fell in love with the campus (especially the nursing lab) and decided that this was the place I needed to be. One major experience that pushed me to want to become a nurse was a placement I took in grade 11, I worked an 80 hour placement at the Amherst hospital where the nursing staff gave me a very in depth and amazing look into the nursing field; because of this experience it has lead me to strive to be the best nurse I can be.

My future goals are to either become a registered nurse or join the armed forces as a medical technician. This award will help me in either career path I choose because it will allow me to leave school without a pile of student loans to pay back, so I am able to continue my education without owing too much money. This award will also take off a lot of stress because I will not need to worry about having enough money to get a better education to succeed in the future. I will be able to focus on my studies and getting a job as an LPN.

I would like to take the time to thank you very much for supporting me with the Town of Oxford Bursary. Thank to this, I will be able to become an astounding nurse!"

Thank you for leading the way for NSCC students.